



UMC Governing Board Meeting

Wednesday, December 13, 2023 2:00 p.m.

Delta Point Building - Emerald Conference Room 1st Floor

Las Vegas, Nevada

AGENDA

University Medical Center of Southern Nevada GOVERNING BOARD

December 13, 2023, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, December 13, 2023, commencing at 2:00 p.m. at the location listed above to consider the following:

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 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, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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 Board 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 Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the meeting of the UMC Governing Board held on November 15, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

3. Approval of Agenda. (For possible action)

SECTION 2: CONSENT ITEMS

4. Approve the November 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on November 28, 2023; and take action as deemed appropriate. *(For possible action)*
5. Approve the UMC Policies and Procedures Committee's activities of October 4, 2023 & November 1, 2023 including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. *(For possible action)*
6. Accept the Fiscal Year 2023 Basic Financial Statements and Single Audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Amendment 007 to the Hospital Services Agreement with Aetna Health, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Ratify the Amendment Number Five to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Ratify the First Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Ratify the First Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Services Order to Agreement for InterQual training services with Change Healthcare Technologies, LLC; authorize the Chief Executive Officer to execute future amendments and service orders within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the First Amendment to Agreement with Fort Topco, Inc. d/b/a AGS Health LLC for Medical Coding Support; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Dr. Robert J. Futoran, P.C.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*
14. Approve and authorize the Chief Executive Officer to sign the Purchase Agreements with CDW Government, LLC for Hospital's Workstation on Wheels Refresh Phase 3 project; or take action as deemed appropriate. *(For possible action)*
15. Approve and authorize the Chief Executive Officer to sign the Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote with CDW Government, LLC; authorize the Chief Executive Officer to process any additional

fund requests for the annual true-ups that are within his delegation; and take action as deemed appropriate. *(For possible action)*

16. Approve and authorize the Chief Executive Officer to sign the Addendum Four to Service Order Number 1 with Ricoh USA, Inc.; or take action as deemed appropriate. *(For possible action)*
17. Approve and authorize the Chief Executive Officer to sign the Master Services Agreement with Savista, LLC for Coding and Auditing Services; 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. Approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 014 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. *(For possible action)*
19. Approve and authorize the Chief Executive Officer to sign the Purchasing Agreement with Ulrich Medical USA, Inc. for Spine Implants; or take action as deemed appropriate. *(For possible action)*
20. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Nevada Heart and Vascular Center (Resh), LLP for Cardiovascular and Cardiothoracic Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

21. Receive an educational overview from Stowe Shoemaker, PhD, with the UNLV Foundation, regarding Hospitable Healthcare and creating an impactful guest experience; and direct staff accordingly. *(For possible action)*
22. Receive refresher education from Patty Scott, UMC Quality, Safety and Regulatory Officer, on patient complaints and grievances processes; and take any action deemed appropriate. *(For possible action)*
23. Receive an update from Maria Sexton, UMC Chief Information Officer regarding Epic User Group project updates; and direct staff accordingly. *(For possible action)*
24. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*
25. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
26. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
27. Receive the monthly financial report for October FY24; and take any action deemed appropriate. *(For possible action)*
28. Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

29. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*
30. Review and accept the standing committee assignments for the calendar year 2024; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

32. Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving matters over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted 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.

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

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. 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 UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD 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 Meeting
November 15, 2023**

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, November 15, 2023
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Mary Lynn Palenik
Robyn Caspersen (via WebEx)
Chris Haase (via WebEx)
Renee Franklin (via WebEx)
Jeff Ellis (via WebEx)

Ex-Officio Members:

Present:

Steve Weitman (via WebEx)
Dr. Meena Vohra, Chief of Staff
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Absent:

Harry Hagerty (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on October 25, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Mackay that the agenda be approved as recommended. 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: CONSENT ITEMS

ITEM NO. 4 Approve the UMC Policies and Procedures Committee's activities of July 5, 2023, August 2, 2023 and September 6, 2023, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- July Policies and Procedures
- August Policies and Procedures
- September Policies and Procedures

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Amendment No. 1 to Master License Agreement with Canopy Partners, LLC for AIDOC Software Subscription; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Master License Agreement

- Amendment No. 1
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services with FinThrive Healthcare, Inc. for Insurance Discovery Subscription Services; 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)*

DOCUMENT(S) SUBMITTED:

- Master Services Agreement - Amendment 2

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Renewal Order Form and Support Services Quote with Kronos Incorporated for the Workforce Central Product Suite; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Renewal Order Form Quote
- Support Services Quote

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Deferred Equipment Agreement – Amendment 2
- Disclosure of Ownership

ITEM NO. 9 Award RFP No. 2023-02, Enterprise-wide Fiber Optic Network Infrastructure to TeleData Contractors, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2023-02 Service Agreement; exercise extensions or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- RFP 2023-02 Agreement

FINAL ACTION:

A motion was made by Member Mackay that Consent Items 4-9 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 10 Receive refresher education regarding Open Meeting Law from James Conway, Assistant General Counsel; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

James Conway, Assistant General Counsel at UMC, presented refresher training on the Nevada Open Meeting Law and highlighted the revisions made to NRS Chapter 241 through the passage of 2 Assembly Bills during the 2023 legislative session. The intent of Nevada's Open Meeting Law (OML) is that the actions of a public body be taken openly and that the public body's deliberations be conducted openly.

A public body, consisting of elected officials, may hold a public meeting with the use of remote technology, as long as a physical location is designated for members of the public to attend and participate. If the meeting consist of non-elected officials, a physical location is not required as long as the remote technology requirements are met. The discussion continued with a description of instances when subcommittees must comply with the OML, as well as consequences when there violations of an open meeting.

- **Assembly Bill 219:** Effective July 1, 2023. This Bill reorganized existing language regarding public comment at open meetings by creating a new stand-alone section in NRS Chapter 241 that provides more clarity.
- The Bill also created new language for public meetings that will last for more than one (1) calendar day. A public comment must be permitted at the beginning of each day's meeting before action may be taken on an item that same day.
- Public comment must also be permitted before the recess or adjournment of each day's meeting.
- AB 219 also addressed when a public body without elected officials holds a public meeting via a remote technology system without a physical location for the general public to attend and participate. The agenda must now include clear instructions and telephonic access for the general public to provide public comment.
- **Assembly Bill 52:** Also effective July 1, 2023. Made clear that a meeting requires a quorum and members may deliberate toward a decision or take action on a matter.
- It also clarified that non-voting members are not counted for the purpose of determining a quorum. The bill also clarified quorum requirements in the event of a vacancy, created a statutory definition for an "administrative action against a person", and revised the manner and deadlines of notice to an individual subject to an administrative action.
- **Senate Bill 192:** This bill created two new statutory exemptions to the Open Meeting Law:
 - 1. Regarding any actions derived from a review committee and;
 - 2. Matters related to an audit or quality assurance program at the hospital.

Mr. Conway explained that this makes 4 new exemptions in the OML under NRS450, in addition to all other exemptions that public bodies may utilize.

FINAL ACTION:

None

ITEM NO. 11 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Ellis provided a report on the meeting which was held on Monday, November 13, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee reviewed the UMC turnover and hire report. There were approximately 70 terminations and 119 new hires for the month of October.

The CHRO updates shared technology updates, as well as promotions and staffing changes. Although participation of the 2023 Engagement Survey went up, the overall score decreased slightly.

Lastly, the Committee discussed the 2024 meeting schedule, which will continue to be every other month.

There was no emerging issue and no public comment and the meeting adjourned at 2:40.

FINAL ACTION:

None

ITEM NO. 12 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, November 8, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report from UMC's Internal Auditor on the quarterly audit of contract expenditure controls for the Façade construction project; there were no findings. A quarterly update was also received on the status of the

project to date. At this time, the project is 26% complete and is on schedule to be done on time and on budget.

The Committee received a report from the CFO. The financial statements for October were not available due to the timing of the meeting.

The 2023 financial audit report by BDO was not available and necessitated a change to the agenda. The audit report is expected to be presented in December. Reporting was provided on the status of federal supplemental payments.

The business items were reviewed and approved by the Committee during the meeting. All of the contracts that were approved during the committee meeting are a part of today's consent agenda.

There were no emerging issues, no public comment and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 13 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV, updated the Board on the activities of the school.

Dean Kahn began by wishing everyone happy holidays. The school is pushing for expansion of state supported graduate medical education slots. This will be important for the community. The school is addressing the state licensure/credentialing process for doctors in an effort to improve access to care.

FINAL ACTION:

None

ITEM NO. 14 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

Mason Van Houweling, UMC CEO provided the following updates:

- Candida auris "superbug" - UMC continues to monitor this infectious disease.

- Whole blood initiative – This process could bring down blood use and controls bleeding. UMC is the only hospital doing this procedure.
- ReVITALize update – There are several items that have been completed. Mr. Van Houweling reviewed a list of items that have been completed.
- Burn care educational symposium for post-acute care providers.
- UMC deemed “Birthing-Friendly” Hospital by CMS – UMC is one of three hospitals recognized in the state as a Birthing-Friendly hospital.
- HIV Rapid Testing milestone – 10,000 tests in Ambulatory.
- Nevada’s first PASCAL mitral valve repair procedure done at UMC with success.
- Becker’s Hospital Review – UMC’s health care innovation review
- Becker’s Hospital Review – UMC is #24 – Most ER visits in the nation
- Fox News – Primary care provider shortage
- First Net – This will give priority access as first responders and will minimize network disruptions. Thank you to the IT department for all of your hard work.
- Formula 1 readiness – UMC is prepared and the National Guard will be prepared.

An image of the Cath lab team was shown.

There was continued discussion regarding UMC ranking in Trauma Center in the Nation with volume.

Chairman O'Reilly requested an Epic update for the December meeting. He also asked about the status of the commitment the Switch facility made to make UNLV Las Vegas the most connected campus in the world. Mr. Van Houweling will follow up regarding this subject matter.

FINAL ACTION:

None

ITEM NO. 15 Consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, three individuals for re-appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024 from the following list of interested individuals: Mary Lynn Palenik (Current Member), Dr. Donald Mackay (Current Member), and Jeff Ellis (Current Member), whose terms expire on December 31, 2023; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

All three members indicated they would like to continue their service on the Board. Chairman O'Reilly thanked the members for their willingness to continue serving on the board.

A motion was made by Member Hobbs to consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, Mary Lynn Palenik, (Current Member), for re-appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024, and ending December 31, 2026. Motion carried by unanimous vote. Member Palenik abstained with respect to her own vote.

A motion was made by Member Haase to consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, Donald Mackay, MD, (Current Member), for re-appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024, and ending December 31, 2026. Motion carried by unanimous vote. Member Mackay abstained with respect to his own vote.

A motion was made by Member Hobbs to consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, Jeff Ellis, (Current Member), for re-appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024, and ending December 31, 2026. Motion carried by unanimous vote. Member Ellis abstained with respect to his own vote.

To all members, thank you for your service and willingness to continue service to the Board, the hospital and the patients.

FINAL ACTION:

None

ITEM NO. 16 Review and determine proposed future Board and Committee meeting dates and times through calendar year 2024; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

2024 Meeting Schedule

DISCUSSION:

Chair O'Reilly stated that the meeting dates have been suggested and documented previously. The meetings dates for the Governing Board and the Committees were confirmed and there were no changes to the meeting schedules. Meeting dates are subject to change as needed with proper notice.

FINAL ACTION:

A motion was made by Member Mackay to adopt the meeting schedule for the 2024 as presented. Motion carried by unanimous vote.

SECTION 4: EMERGING ISSUES

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

DISCUSSION:

The Governing Board annual survey will be sent out to the Board members. Chairman O'Reilly also welcomed suggestions from members in ways to improve the quality of the Board meetings.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

FINAL ACTION TAKEN:

None

A motion was made by Member Palenik to go into closed session pursuant to NRS 241.015(3)(b)(2).

There being no further business to come before the Board at this time, at the hour of 2:54 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 18 Go into closed session, NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. (*For possible action*)

The meeting was reconvened in closed session at 3:05 PM.

At the hour of 3:32 PM, the closed session on the above topic ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 3:32 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Petitioner: Mason VanHouweling

Recommendation:

That the Governing Board approve the November 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on November 28, 2023; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly.

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the November 16, 2023 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the November 28, 2023 meeting.

Cleared for Agenda
December 13, 2023

Agenda Item #

4

Date: December 5, 2023
To: Governing Board Committee
From: Credentials Committee
Subject: November 16, 2023 Credentials Activities

I. CREDENTIALS ACTIVITIES

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Abdu	Zakir	APRN	11/16/2023-06/30/2025	Internal Medicine	Pioneer Healthcare	Category 1
2	Anderson	John	MD	11/16/2023-07/31/2025	Radiology	Essential Radiology	Category 1
3	Awoke	Ginikachukwu	APRN	11/27/2023-11/30/2024	Ambulatory Care	UMC-Sunset Primary Care	Category 1
4	Bell	Don	MD	11/16/2023-02/28/2025	Radiology	Medicus Healthcare Solutions	Category 1
5	Black	Stacey	MD	11/16/2023-08/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
6	Bradley	Royal	APRN	11/16/2023-06/30/2025	Ambulatory Care	UMC Quick Care	Category 1
7	Chen	Cliff	DO	11/16/2023-06/30/2025	Ambulatory Care	UMC Quick Care	Category 1
8	DeVera	Anastasia	DO	11/16/2023-03/31/2025	Obstetrics & Gynecology	Women's Health Associates	Category 1
9	Dodds	Colin	MD	11/16/2023-06/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
10	Dodds	Janine	MD	11/16/2023-08/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
11	Erickson	Ty	MD	11/16/2023-08/31/2025	Obstetrics & Gynecology	UNLV Health	Category 1
12	Falslev	Christopher	DO	11/16/2023-11/30/2024	Emergency Medicine Adult	Military	Category 1
13	(*) Greenspan	Matthew	MD	11/16/2023-02/28/2025	Radiology	Medicus Healthcare Solutions	Category 1
14	Helo	Naseem	MD	11/16/2023-08/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
15	Jordan	Matthew	MD	11/16/2023-09/30/2025	Anesthesiology	UMC Anesthesia	Category 1
16	Kennedally	David	MD	11/16/2023-01/31/2025	Anesthesiology	UMC Anesthesia	Category 1
17	Kersey	John	DDS	11/16/2023-05/31/2025	Surgery/Oral Maxillofacial Surgery	Military/UNLV	Category 1

18	Mallory	Trena	CRNA	11/16/2023-10/31/2025	Anesthesiology	UMC Anesthesia	Category 1
19	Marx	Jonathan	MD	11/16/2023-05/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
20	McAuliffe	Matthew	MD	11/16/2023-03/31/2025	Medicine/Physical Medicine and Rehab	Monitoring Associates	Category 1
21	Nguyen	Khoa	MD	11/16/2023-01/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
22	Reddy	Dhruv	MD	11/16/23-12/31/2024	Internal Medicine	Sound Physicians	Category 1
23	Reyes	Marie Carol	APRN	11/16/2023-07/31/2025	Ambulatory Care	UMC-Sunset Quick Care	Category 1
24	Rimer	Ryan	MD	11/16/2023-05/31/2025	Radiology	UMC Radiology	Category 1
25	Rosenblum	Richard	DO	11/16/2023-11/30/2024	Radiology	Medicus Healthcare Solutions	Category 1
26	Siddiqui	Masood	DO	11/16/2023-10/31/2025	Radiology	Essential Radiology	Category 1
27	Thorson	Tague	MD	11/16/2023-01/31/2025	Medicine/Pulmonary Disease and Critical Care Medicine	UNLV Health	Category 1
28	Turner	Angela	APRN	11/16/2023-12/31/2024	Medicine/Hematology/Oncology	Integrated Cancer Center of NV	Category 1
29	Zeto	Alan	MD	11/16/2023-05/31/2025	Family Medicine	Pioneer Healthcare	Category 1

(*) Greenspan, Matthew, MD - Interviewed

B. REAPPOINTMENTS TO STAFF

1	Aigbe	Michael	M.D.	01/01/2024-12/31/2025	Pediatrics	Affiliate Membership and Privileges	Children's Nephrology Clinic LLC
2	Alexander	Darlicia	MD	01/01/2024-12/31/2025	Anesthesiology/Trauma Anesthesia	Active Membership and Privileges	UMC Anesthesia
3	Anson	John	MD	01/01/2024-12/31/2025	Neurosurgery/Trauma Neurosurgery	Active Membership and Privileges	The Spine & Brain Institute
4	Barber	Annabel	M.D.	01/01/2024-12/31/2025	Surgery/General Surgery	Active Membership and Privileges	UNLV Surgery
5	Billakanti	Gnaneswer	MD	01/01/2024-12/31/2025	Medicine/Internal Medicine	Active Membership and Privileges	Pioneer Health Care
6	Burke	Jocelyn	M.D.	01/01/2024-12/31/2025	Surgery/General Surgery	Affiliate Membership and Privileges	UNLV Surgery
7	Dadson	Jesse	MD	01/01/2024-12/31/2025	Anesthesiology/Trauma Anesthesia	Active Membership and Privileges	Medicus Healthcare Solutions
8	Dillon	Mitzi	MD	01/01/2024-12/31/2025	Emergency Medicine/Adult & Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine

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9	DuMontier	Stephen	D.O.	01/01/2024-12/31/2025	Emergency Medicine/Adult & Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine
10	Dychioco	Laraine	CRNA	01/01/2024-12/31/2025	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
11	Erickson	Davis	MD	01/01/2024-12/31/2025	Anesthesiology/Trauma Anesthesia	Affiliate Membership and Privileges	OptumCare Anesthesia
12	Freilich	Adam	DO	01/01/2024-12/31/2024	Anesthesiology	Affiliate Initial FPPE Membership and Privileges	Red Rock Anesthesia Consultants, LLC
13	George	Akeem	M.D.	01/01/2024-12/31/2024	Pediatrics/Neonatology	Affiliate Membership and Privileges	UMC Neonatology Unit
14	Gupta	Arvin	MD	01/01/2024-12/31/2025	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
15	Hales	Aaron	APRN	01/01/2024-12/31/2025	Ambulatory Care	APP Independent Membership and Privileges	Optum Home Assessments Program
16	Haq	Ali	MD	01/01/2024-12/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
17	Jaojoco	Meneleo	MD	01/01/2024-12/31/2025	Ambulatory Care	Affiliate Membership and Privileges	UMC-Spring Valley Quick Care
18	Jones	Justin	MD	01/01/2024-12/31/2025	Medicine/Psychiatry	Affiliate Membership and Privileges	UNLV Medicine
19	Lee	Herman	D.O.	01/01/2024-12/31/2024	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians
20	Leong	Riza	APRN	01/01/2024-12/31/2025	Medicine/Internal Medicine & Ambulatory Care	APP Active Independent Membership and Privileges	UMC Monoclonal Antibody Treatment Clinic
21	Lorenzana	Gerardo	MD	01/01/2024-12/31/2025	Ambulatory Care	Active Membership and Privileges	UMC-Centennial Primary Care
22	Marmaduke	David	MD	01/01/2024-12/31/2025	Pathology	Affiliate Membership and Privileges	Laboratory Medicine Consultants
23	Medina-Garcia	Luis	MD	01/01/2024-12/31/2025	Medicine/Infectious Disease	Active Membership and Privileges	University Medical Center of Southern NV
24	Orevillo	Joel	MD	01/01/2024-12/31/2025	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Pulmonary Associates
25	Patel	Sunil	M.D.	01/01/2024-12/31/2025	Surgery/General Surgery	Active Membership and Privileges	UMC Center for Transplantation
26	Phillips	Erin	APRN	01/01/2024-12/31/2025	Ambulatory Care	APP Independent Membership and Privileges	UMC Online Care
27	Rane	Santosh	MD	01/01/2024-12/31/2025	Medicine/Cardiology	Affiliate Membership and Privileges	Prime Cardiology of Nevada
28	Richards	Masters	MD	01/01/2024-12/31/2025	Radiology	Affiliate Membership and Privileges	Desert Radiologists
29	Roth	Jeffrey	M.D.	01/01/2024-12/31/2025	Surgery/Plastic Surgery	Affiliate Membership and Privileges	Las Vegas Plastic Surgery

30	Roundy	Lee	D.M. D.	01/01/2024- 12/31/2024	Surgery/Oral/Maxillofaci al Surgery	Affiliate Membership and Privileges	UNLV School of Dental Medicine
31	Sambo	Emerlinda	APRN	01/01/2024- 12/31/2025	Ambulatory Care	APP Active Membership and Privileges	UMC-Summerlin Primary Care
32	Scott	William	D.O.	01/01/2024- 12/31/2025	Surgery/General Surgery & Trauma Surgery	Active Membership and Privileges	Southern Nevada Surgery Specialists
33	Shah	Vipul	MD	01/01/2024- 12/31/2025	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
34	Shahin	Ziad	PAC	01/01/2024- 12/31/2025	Medicine/Internal Medicine	APP Independent Membership and Privileges	Sound Physicians
35	Slade	Stacy	PAC	01/01/2024- 12/31/2025	Surgery/Urology	APP Dependent Privileges	Las Vegas Urology
36	Tayong	Lou Brunnel	APRN	01/01/2024- 12/31/2025	Surgery/General Surgery	APP Independent Membership and Privileges	UMC Lions Burn Care Center
37	Terbish	Nergui	APRN	01/01/2024- 12/31/2025	Ambulatory Care	APP Independent Membership and Privileges	UMC-Aliante Primary Care
38	Thornton	Joseph	M.D.	01/01/2024- 12/31/2025	Surgery/General Surgery	Affiliate Membership and Privileges	UNLV Surgery
39	Travis	Chasity	APRN	01/01/2024- 12/31/2024	Ambulatory Care	APP Independent Membership and Privileges	UMC Online Care
40	Tsai	Guang	MD	01/01/2024- 12/31/2025	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
41	Wahid	Shahid	MD	01/01/2024- 12/31/2025	Medicine/Gastroenterol ogy	Active Membership and Privileges	Digestive Associates
42	Wentz	Brock	MD	01/01/2024- 12/31/2025	Orthopedic Surgery/Orthopedic Surgery/Trauma Orthopedic Surgery	Active Membership and Privileges	OptumCare Orthopedics and Spine Care
43	Williams	Ryan	PAC	01/01/2024- 12/31/2025	Orthopedic Surgery	APP Dependent Privileges	Desert Orthopedic Center
44	Winn	David	DO	01/01/2024- 12/31/2025	Ambulatory Care	Affiliate Membership and Privileges	UMC-Peccole Ranch Quick Care
45	Wulff	Richard	MD	01/01/2024- 12/31/2025	Orthopedic Surgery/Trauma Orthopedic Surgery	Active Membership and Privileges	UMC Orthopedic & Spine Institute

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Aigbe	Michael	MD	01/01/2024- 12/31/2025	Pediatrics	Withdraw: Core Pediatric Privileges
2	Anson	John	MD	01/01/2024- 12/31/2025	Neurosurgery/Trauma Neurosurgery	Withdraw: Selective Blocks for Pain Medicine and Stellate Ganglion Blocks, Carotid Endarterectomy
3	Burke	Jocelyn	MD	01/01/2024- 12/31/2025	Surgery/General Surgery	New Privilege: Amputations
4	Dillon	Mitzi	MD	01/01/2024- 12/31/2025	Emergency Medicine/Adult & Trauma Emergency	Withdraw: Deep Sedation from Adult Emergency Medicine and Trauma Emergency

5	Leong	Riza	APRN	01/01/2024-12/31/2025	Medicine/Internal Medicine	Add: Ambulatory Care privileges; Withdraw: - Arthrocentesis; IV, Narcotics (now IV, Schedule II-V Medications); Joint Aspiration and/or Injection
6	Rane	Santosh	MD	01/01/2024-12/31/2025	Medicine/Cardiology	Add: Telemedicine; Moderate Sedation
7	Shah	Vipul	MD	01/01/2024-12/31/2025	Medicine/Nephrology	Add: Telemedicine
8	Slade	Stacy	PAC	01/01/2024-12/31/2025	Surgery/Urology	New Privilege: Cystoscopy Assisted Bedside Procedure Stent Removal
9	Tsai	Guang	MD	01/01/2024-12/31/2025	Anesthesiology	Withdraw: Open Heart Anesthesia, Transesophageal Echocardiography
10	Wentz	Brock	MD	01/01/2024-12/31/2025	Orthopedic Surgery/Trauma Orthopedic Surgery	New privilege: Telemedicine
11	Williams	Ryan	PAC	01/01/2024-12/31/2025	Orthopedic Surgery/Orthopedic Surgery/Neurosurgery	Withdraw: Assist in Arthroplasty Procedures which include, but are not limited to: Total Joint replacement of knees, hip or shoulder // Assist in Arthroscopic Surgery // Assist in amputations which include, but are not limited to: Digits and limbs // Assist in the treatment of fractures which include, but are not limited to: Closed reduction of fractures and dislocations of the skeleton, fracture fixation, open and closed reduction of fractures, open reduction and internal/external fixation of fractures and dislocation of the skeleton (in-/excluding spine) // Assist in Pelvic Reconstruction Surgery // Assist in Nerve Transposition/Decompression Procedures which include, but are not limited to: Medium nerve or ulnar nerve decompression. // Assist in the Management of Infections and Inflammations of Bones, Joints and Tendon Sheaths which include, but are not limited to: Debridement and excision of soft tissue and bone // Assist in Ligament/Tendon Transfer/Repair surgery // Assist in Tumor Surgery which include, but are not limited to: Biopsy and excision of tumors involving bone and adjacent soft tissue, excision of soft tissue/bony masses, major cancer procedures involving major proximal amputation (i.e., forequarter or hindquarter) or extensive segmental tumors resections // Assist in Growth Plate Management procedures which include, but are not limited to: Growth disturbances such as injuries involving growth plates which a high percentage of growth arrest, growth inequality, epiphysiodesis, stapling, or bone shortening or lengthening procedures // Assist in Emergency Procedures which include, but are not limited to: Fasciotomy, compartment syndrome management, necrotizing infection management, septic joint and infectious tenosynovitis // Assist in Deformity Correction Surgery which include, but are not limited to: Bone grafts and allografts, Bone transport surgery // Assist in Orthopedic Diagnostic Procedures which include, but are not limited to: Diagnostic arthrocentesis, arthrography // Assist in Arthrodesis, Osteotomy and Ligament Reconstruction of the Major Peripheral Joints // Assist in Pediatric orthopedic Surgery, Reconstructive // Assist in Oncologic orthopedic Surgery. Remove Specialty of Neurosurgery.
12	Wulff	Richard	MD	01/01/2024-12/31/2025	Orthopedic Surgery/ Orthopedic Trauma	New privilege: Telemedicine

C. MODIFICATION OF PRIVILEGES

1	Greenhalch	Angela	APRN	Orthopedic Surgery	Withdraw: Perform venipuncture; Interpret electrocardiogram tracing; Apply and remove orthopedic splints, casts and traction.
2	Valencia	Rafael	MD	Medicine/Cardiology	Withdraw: Endovascular Prosthesis for Repair or Aortic Aneurysm (AAA)
3	Flores	Carmen	MD	Surgery/Surgical Critical Care	Add: Burn Privileges

D. EXTENSION OF INITIAL FPPE FOR NEW DEPARTMENT/PRIVILEGES

1	Christensen	Jim	MD	Ambulatory Care	Extension of FPPE for Ambulatory Care through 5/16/2023 due to no cases
2	Hernandez	Michael	PAC	Radiology	Extend FPPE for Liver biopsy, Bone marrow biopsy until May 2024
3	Maniago	Rowena	APRN	Medicine/Nephrology	Extend Initial FPPE through May 15, 2024 due to not able to provide cases
4	Ratkiewicz	Donnene	APRN	Medicine/Nephrology	Extend Initial FPPE through May 15, 2024 due to not able to provide cases
5	Starr	Meredith	DO	Family Medicine	Extend Initial FPPE through May 15, 2024 due to not able to provide cases
6	Wyatt	Elihu	APRN	Medicine/Nephrology	Extend Initial FPPE through May 15, 2024 due to not able to provide cases

E. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

1	Abbey	Nyla	PAC	Radiology	Release from APP Initial FPPE Privileges to APP Dependent Privileges
2	Angotti	Lisa	M.D.	Surgery	Affiliate Membership & Privileges to Active Membership & Privileges
3	Beau	Baum	M.D.	Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
4	Chaudhry	Shiven	MD	Medicine/Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
5	Devraj	Chavada	M.D.	Neurology	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
6	DuMontier	Stephen	D.O.	Emergency Medicine	New Privilege: Trauma Emergency Medicine
7	Emanuel	Carlos	MD	Medicine/Cardiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
8	Fang	Qin	MD	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
9	Fields	Joshua	MD	Medicine/Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

10	Fotedar	Anil	MD	Medicine/Cardiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
11	Jacobs	Matthew	DO	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
12	Kennedy, Jr	William	MD	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
13	McDaniel	Huy	M.D.	Vascular Surgery	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
14	Palisoc	Quelyn Gayle	APRN	Ambulatory Care	APP Independent Membership and Privileges to APP Active Membership and Privileges
15	Pineda	Myacinth	APRN	Medicine/Nephrology	Release from APP Initial FPPE to APP Independent Membership and Privileges
16	Plisko	Andrew	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
17	Pruangkarn	Susanna	APRN	Medicine/Pulmonary/Critical Care	Release from APP Initial FPPE to APP Independent Membership and Privileges
18	Ramirez	Richmond	MD	Ambulatory Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
19	Sarmiento	Armando	APRN	Medicine/Hematology/Oncology	Release from APP Initial FPPE to APP Independent Membership and Privileges
20	Smith	Carli	PAC	Radiology	Release from APP Initial FPPE Privileges to APP Dependent Privileges
21	Stewart	David	MD	Orthopaedic Surgery/Orthopaedic Surgery	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
22	Tomic	Dragana	APRN		Release from APP Initial FPPE to APP Independent Membership and Privileges - Completion of Initial FPPE
23	Tsiouris	Nikolaos	MD	Medicine/Cardiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
24	Villalobos	Danny	PAC		Release from APP Initial FPPE to APP Dependent Privileges - Completion of Initial FPPE
25	Vitale	Salvatore	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE

F. LOW VOLUME PROVIDERS

1	Abbey Nyla PAC	Radiology
2	Barnes Glenn D.O.	Family Medicine
3	Bezzant Matthew L. M.D.	Medicine Pulmonary Medicine Respiratory Care
4	Blackwood Robert M.D.	Anesthesiology
5	Borgia Anthony V. D.P.M.	Orthopaedic Surgery Podiatry
6	Bronstein Andrew J. M.D.	Orthopaedic Surgery Hand Surgery

7	Calderon Benito D. M.D.	Medicine Internal Medicine
8	Carney Brandon W. M.D.	Medicine Infectious Disease
9	Christensen Jim M.D.	Ambulatory Care
10	D'Amore Michael F. M.D.	Anesthesiology
11	Delaney Alexander P. M.D.	Anesthesiology
12	Eldris Nader M.D.	Medicine Internal Medicine
13	Francis-Rogers Sandra M.D.	Medicine Internal Medicine
14	Freilich Adam D.O.	Anesthesiology
15	Garber Jason E. M.D.	Neurosurgery
16	Garcia Anna Martina PAC	Surgery Urology
17	Gibbons Trisha E. PAC	Medicine Pulmonary Medicine Respiratory Care
18	Gyang Andrew A. M.D.	Medicine Internal Medicine
19	Haduong Quan M.D.	Anesthesiology
20	Hales Aaron APRN	Ambulatory Care
21	Haley Rebekah APRN	Ambulatory Care
22	Haq Ali M.D.	Medicine Internal Medicine
23	Hernandez Michael PAC	Radiology
24	Ho Liawaty M.D.	Medicine Hematology Oncology
25	Kwan Tina W. M.D.	Pediatrics
26	Lindsay Patrick T. M.D.	Anesthesiology
27	Livingston Mark R. M.D.	Anesthesiology
28	Maduka Godwin O. M.D.	Anesthesiology
29	Maniago Rowena Lyn G. APRN	Medicine Nephrology
30	Orevillo Joel D. M.D.	Medicine Pulmonary Medicine Respiratory Care
31	Patel Sujay D.O.	Medicine Internal Medicine
32	Phillips Todd S. PAC	Emergency Medicine Adult Emergency Medicine
33	Rachakonda Tara M.D.	Medicine Internal Medicine
34	Rane Santosh G. M.D.	Medicine Cardiology
35	Roberson Glen A. D.M.D.	Surgery Oral Maxillofacial Surgery
36	Roth Jeffrey J. M.D.	Surgery Plastic Surgery
37	Sarmiento Armando APRN	Medicine Hematology Oncology
38	Scott William Jr. D.O.	Surgery General Surgery
39	Smith Carli PAC	Radiology
40	Somphone Alan H. M.D.	Anesthesiology
41	Starr Meredith C. D.O.	Family Medicine
42	Steinhauser Christina D.O.	Medicine Gastroenterology
43	Thomas Blair D.M.D.	Surgery Oral Maxillofacial Surgery
44	Truc Clarice M.D.	Medicine Internal Medicine
45	Vahey James W. M.D.	Orthopaedic Surgery Hand Surgery
46	Venkatesan Srinivasan M.D.	Medicine Internal Medicine
47	Villalobos Danny J. PAC	Emergency Medicine Adult Emergency Medicine

48	Viswanathan Sahityan M.D.	Medicine Nephrology
49	Vohra Meena P. M.D.	Pediatrics Pediatric Critical Care
50	Volk Peter F. M.D.	Anesthesiology
51	Wan WingYee M.D.	Medicine Endocrinology Metabolic Diseases

G. RETURN FROM LEAVE OF ABSENCE

1	Criss	Jonathan	CRNA	Anesthesiology	Military	APP on Leave of Absence to APP Dependent Privileges
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H. REQUEST FOR RESIGNATION

1	Bezzant	Matthew	MD	Medicine/Pulmonary/Respiratory Care	Will not be traveling for the SMART program
2	Blackwood	Robert	MD	Anesthesiology	No reason given
3	Blanchard	Lucius	MD	Medicine/Dermatology	No longer wishes to be on staff
4	Carney	Brandon	MD	Medicine/Infectious Disease	Will not be rotating again at UMC
5	Chang	August	MD	Anesthesiology	No reason given
6	Colquitt	Randal	MD	Anesthesiology	Change in practice needs
7	Criss	Jonathan	CRNA	Anesthesiology	APP on Leave of Absence to APP Dependent Privileges
8	Cruz	Ricardo	DO	Ambulatory Care	Resigned from UMC effective 11/12/2023
9	Lindsay	Patrick	MD	Anesthesiology	Change in practice needs
10	Marbella	Marko	MD	Radiology	Will not maintain privileges at UMC
11	Somphone	Alan	MD	Anesthesiology	No reason given
12	Tsuda	Shawn	MD	General Surgery	No Reason Provided

I. REMOVAL FROM STAFF

1	Abbey	Nyla	PAC	Radiology	Contract expires effective 12/01/2023
2	Agrawal	Rajneesh	MD	Radiology	Contract expires effective 12/01/2023
3	Ahmed	Kareem	MD	Radiology	Contract expires effective 12/01/2023
4	Assemi	Shahrokh	MD	Radiology	Contract expires effective 12/01/2023
5	Balawi	Tariq	MD	Radiology	Contract expires effective 12/01/2023
6	Bartel	Twyla	DO	Radiology	Contract expires effective 12/01/2023
7	Bell	Nicholas	DO	Radiology	Contract expires effective 12/01/2023

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8	Bhanderi	Sudipkumar	MD	Radiology	Contract expires effective 12/01/2023
9	Bhatt	Kandarp	MD	Radiology	Contract expires effective 12/01/2023
10	Bomsztyk	Elan	MD	Radiology	Contract expires effective 12/01/2023
11	Bryant	Nicholas	PAC	Radiology	Contract expires effective 12/01/2023
12	Burns	Jacobs	DO	Radiology	Contract expires effective 12/01/2023
13	Calderon	Benito	MD	Medicine/Internal Medicine	Failure to complete reappointment
14	Carducci	Michael	MD	Radiology	Contract expires effective 12/01/2023
15	Cavaricci	Kristin	PAC	Radiology	Contract expires effective 12/01/2023
16	Cesaretti	Luke	MD	Radiology	Contract expires effective 12/01/2023
17	Cheng	Shihshiang	MD	Radiology	Contract expires effective 12/01/2023
18	Costello	Thomas	MD	Radiology	Contract expires effective 12/01/2023
19	Cottingham	Sinclair	MD	Radiology	Contract expires effective 12/01/2023
20	Davis	Tyler	PAC	Radiology	Contract expires effective 12/01/2023
21	Delaney	Alexander	MD	Anesthesiology	Failure to complete reappointment
22	Earle	Addison	PAC	Radiology	Contract expires effective 12/01/2023
23	El Salek	Kamel	MD	Radiology	Contract expires effective 12/01/2023
24	Emery	Carmen	MD	Radiology	Contract expires effective 12/01/2023
25	Fox	Christopher	PAC	Radiology	Contract expires effective 12/01/2023
26	Francis-Rogers	Sandra	MD	Medicine/Internal Medicine	Failure to complete reappointment
27	Francois	Howard	MD	Radiology	Contract expires effective 12/01/2023
28	Gabaeff	Dina	MD	Radiology	Contract expires effective 12/01/2023
29	Gibbons	Trisha	PAC	Medicine/Pulmonary/Critical Care	No State License
30	Gupta	Ashok	MD	Radiology	Contract expires effective 12/01/2023
31	Han	James	MD	Medicine/Gastroenterology	Failure to complete initial FPPE due to no cases
32	Hayes	Harold	MD	Radiology	Contract expires effective 12/01/2023
33	Hernandez	Michael	PAC	Radiology	Contract expires effective 12/01/2023
34	Hiller	Lucas	MD	Radiology	Contract expires effective 12/01/2023
35	Hoque	Mohammed	MD	Radiology	Contract expires effective 12/01/2023
36	Horwich	Perry	MD	Radiology	Contract expires effective 12/01/2023
37	Hovanessian	Armen	MD	Radiology	Contract expires effective 12/01/2023
38	Hoye	Steven	MD	Radiology	Contract expires effective 12/01/2023
39	Hsu	Frank	MD	Radiology	Contract expires effective 12/01/2023
40	Hyer	Kevin	MD	Radiology	Contract expires effective 12/01/2023

41	Iqbal	Bilal	MD	Medicine/Nephrology	No longer with practice
42	Kardooni	Kaveh	DO	Radiology	Contract expires effective 12/01/2023
43	Keifer	Terry	MD	Radiology	Contract expires effective 12/01/2023
44	Kunz	David	MD	Radiology	Contract expires effective 12/01/2023
45	Larson	Douglas	MD	Radiology	Contract expires effective 12/01/2023
46	Magruder	Mary	MD	Radiology	Contract expires effective 12/01/2023
47	Marbella	Marko	MD	Radiology	Contract expires effective 12/01/2023
48	Mazzu	Diane	MD	Radiology	Contract expires effective 12/01/2023
49	Mccormack	Maureen	MD	Radiology	Contract expires effective 12/01/2023
50	Mehrkhani	Farhad	MD	Radiology	Contract expires effective 12/01/2023
51	Moldestad	Eric	MD	Radiology	Contract expires effective 12/01/2023
52	Muir	Benjamin	MD	Radiology	Contract expires effective 12/01/2023
53	Nguyen	Van	MD	Radiology	Contract expires effective 12/01/2023
54	Olson	Brent	MD	Radiology	Contract expires effective 12/01/2023
55	Pham	Trey	MD	Radiology	Contract expires effective 12/01/2023
56	Poliner	Robert	MD	Radiology	Contract expires effective 12/01/2023
57	Poopat	Chad	MD	Radiology	Contract expires effective 12/01/2023
58	Rachakonda	Leelanand	MD	Radiology	Contract expires effective 12/01/2023
59	Rehman	Sameer	MD	Radiology	Contract expires effective 12/01/2023
60	Richards	Masters	MD	Radiology	Contract expires effective 12/01/2023
61	Rosenberg	Joshua	DO	Radiology	Contract expires effective 12/01/2023
62	Schaner	Morris	MD	Radiology	Contract expires effective 12/01/2023
63	Schein	Joel	MD	Radiology	Contract expires effective 12/01/2023
64	Schunk	Michael	MD	Radiology	Contract expires effective 12/01/2023
65	Scipione	Terence	MD	Radiology	Contract expires effective 12/01/2023
66	Shelin	Randal	MD	Radiology	Contract expires effective 12/01/2023
67	Singh	Sukhjinder	MD	Radiology	Contract expires effective 12/01/2023
68	Smith	Carli	PAC	Radiology	Contract expires effective 12/01/2023
69	Spriggel	Taylor	PAC	Radiology	Contract expires effective 12/01/2023
70	Steinberg	Todd	MD	Radiology	Contract expires effective 12/01/2023
71	Stiles	Erica	PAC	Radiology	Contract expires effective 12/01/2023
72	Tahir	Osman	DO	Radiology	Contract expires effective 12/01/2023
73	Tischer	Howard	MD	Radiology	Contract expires effective 12/01/2023

74	Topham	Steven	MD	Radiology	Contract expires effective 12/01/2023
75	Topper	Bruce	MD	Radiology	Contract expires effective 12/01/2023
76	True	Alan	MD	Radiology	Contract expires effective 12/01/2023
77	Vergara	Gaston	MD	Medicine/Cardiology	Failure to complete reappointment
78	Vyas	Rajashree	MD	Radiology	Contract expires effective 12/01/2023
79	Wang	Jimmy	MD	Radiology	Contract expires effective 12/01/2023
80	Weissman	Alan	MD	Radiology	Contract expires effective 12/01/2023
81	Whitaker	Stanley	MD	Radiology	Contract expires effective 12/01/2023
82	Wong	Lisa	MD	Radiology	Contract expires effective 12/01/2023
83	Xue	Xi	MD	Radiology	Contract expires effective 12/01/2023

J. ADJOURNMENT

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: UMC Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the UMC Governing Board approve the UMC Policy and Procedures Committee's activities of October 4, 2023 & November 1, 2023, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on December 4, 2023, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee's activities of October 4, and November 1, 2023 including, the recommended creation, revision, and /or retirement of UMC policies and procedures, and recommend for approval by the Governing Board.

Cleared for Agenda
December 13, 2023

Agenda Item #

5

October 4, 2023 Hospital Policy / Procedure Committee

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

Total of 24 Approved, 7 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Cardiac Rehabilitation Admission and Discharge Criteria</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Cardiology Clinical Manager and CNO.
<u>Patient and Insurance Refunds</u>	Revised	Approved as Submitted	Update to comply with current processes for patient and insurance refunds. Vetted by Director of Patient Accounting and Assistant Controller.
<u>Patient Inquiry and Resolution Process</u>	Revised	Approved as Submitted	Revised to comply with current processes and self-pay deposit requirements. Vetted by Director of Patient Accounting.
<u>Productivity Benchmarks for Registration Accuracy Procedure</u>	Revised	Approved as Submitted	Title changed from "Standards for Registration Accuracy Procedure" to "Productivity Benchmarks for Registration Accuracy Procedure" Updated Addendum A. Added Productivity Benchmarks combined Hospital and Ambulatory PAS. Vetted by Director of Patient Access Services.
<u>Ambulatory Admit/Discharge Supervisors On-Call Policy</u>	New	Approved as Submitted	New policy. Vetted by Ambulatory Care PAS Director.
<u>Chaperone</u>	Revised	Approved as Submitted	Transferred to new policy template. Vetted by Ambulatory Care Clinical Director and Ambulatory Care PAS Director.
<u>Transfer of the Patient from Primary Care to Quick Care</u>	Revised	Approved as Submitted	Updated policy to align with current practice. Vetted by Primary Care provider Dr. Omar.
<u>Hand Trauma Assessment and Management</u>	Revised	Approved as Submitted	Updated to align with current process. Added new bullet P. regarding open wounds. Vetted by Hand Surgeon Dr. Colby Young.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Integrative Therapies</u>	Revised	Approved as Submitted	Changes were made to this Policy to accurately reflect the current practice and standards of the Tranquility at UMC program. The statement of the Policy was changed to reflect the current NSBN practice as put forth by its Advisory Committee. Documentation changes were made to delineate current practice and documentation requirements. Procedure sections were changed to illustrate more completely how each integrative therapy is used. The Zenimal section was added as Zenimals are now a routinely used integrative therapy modality. EPIC documentation was included as the process whereby TJC's mandate to use non-pharmacologic interventions is appropriately recorded in the patient's medical record. Updated Definitions and References. Vetted by Tranquility Department and CNO.
<u>No Co-Signature Required Approved List</u>	Revised	Approved as Submitted	Updated to add Inpatient consult to Healthy Living Institute for Car Seat Evaluation and Education. Vetted by CNO.
<u>Disaster Preparedness for the Care of Children with Special Healthcare Needs</u>	New	Approved as Submitted	New policy. Vetted by ED and Pediatric Department.
<u>Pediatric Stridor</u>	Revised	Approved as Submitted	Removed line in policy that states, "Contact the PED physician to assess the patient and initiate the pediatric stridor protocol." This is supported by the American College of Emergency Physicians position statement which states that Standardized protocols are a set of pre-approved orders that include a specifically defined patient

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			population and clinical scenario(s) in which these orders may be carried out by nursing staff without any additional physician, NP, or PA input, approval, or order, either written or verbal. Approved by Both Dr. Obert and Dr. Trautwein.
<u>Pediatric Testicular Pain</u>	Revised	Approved as Submitted	Removed line in policy that states, "Contact the PED physician to assess the patient or obtain a verbal order to initiate the testicular pain protocol." This is supported by the American College of Emergency Physicians position statement which states that Standardized protocols are a set of pre-approved orders that include a specifically defined patient population and clinical scenario(s) in which these orders may be carried out by nursing staff without any additional physician, NP, or PA input, approval, or order, either written or verbal. Removed line in policy that states, "Obtain orders for pain medication from the PED physician." Updated to follow the pain management in triage for the pediatric patient policy. Approved by Both Dr. Obert and Dr. Trautwein.
<u>Pediatric Vomiting</u>	Revised	Approved as Submitted	Removed line in policy that states, "Contact the PED physician to assess the patient and initiate the vomiting protocol." This is supported by the American College of Emergency Physicians position statement which states that Standardized protocols are a set of pre-approved orders that include a specifically defined patient population and clinical scenario(s) in which these orders may be carried

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			out by nursing staff without any additional physician, NP, or PA input, approval, or order, either written or verbal. Approved by Both Dr. Obert and Dr. Trautwein.
<u>Pediatric Wheezing</u>	Revised	Approved as Submitted	Removed line in policy that states, "Contact the pediatric emergency department physician to assess and initiate the wheezing protocol." This is supported by the American College of Emergency Physicians position statement which states that Standardized protocols are a set of pre-approved orders that include a specifically defined patient population and clinical scenario(s) in which these orders may be carried out by nursing staff without any additional physician, NP, or PA input, approval, or order, either written or verbal. Approved by Both Dr. Obert and Dr. Trautwein.
<u>Application of Topical Anesthetic to Lacerations in the Pediatric Emergency Department</u>	Revised	Approved as Submitted	Annual review; reformatted to Protocol formatting to include inclusion and exclusion criteria; updated references. Approved by Both Dr. Obert and Dr. Trautwein.
<u>Pain Management in Triage for The Pediatric Patient</u>	Revised	Approved as Submitted	Annual review; reformatted to Protocol formatting to include inclusion and exclusion criteria; updated references. Approved by Both Dr. Obert and Dr. Trautwein.
<u>General Requirements for Personal and Laboratory Safety</u>	Revised	Approved as Submitted	Added safety requirements for vaping and personal fans. Vetted by Laboratory Specialty Manager.
<u>Extra-Corporeal Life Support (ECLS) Guidelines for Adult Patients</u>	Revised	Approved as Submitted	Edits made per workgroup. Updated cannulation policy, ECMO initiation, circuit management, laboratory

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			testing, anticoagulation and hemostasis sections.
<u>Extracorporeal Life Support (ECLS) Team Activation Guideline</u>	Revised	Approved as Submitted	Addition of phone number for on call heart team, patient weight and lab contact number.
<u>Capacity Management Plan</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Placement Center Director.
<u>Code Stemi In-house and External Patients</u>	Revised	Approved as Submitted	Removed pager number from scope. Changed AMCOM to SPOK in all sections. Vetted by Cardiology and Public Safety.
<u>Use of Nitrous Oxide for Analgesia in the Intrapartum and Immediate Postpartum Period</u>	New	Approved as Submitted	New Policy. Vetted by Perinatal/OB Department.
<u>Zolgensma Infusion Protocol</u>	New	Approved with Revisions	New Protocol. Vetted by Pediatric Neurology, and Pediatric Department.

November 1, 2023 Hospital Policy / Procedure Committee

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

Total of 31 Approved, 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Car Seat Challenge</u>	Revised	Approved as Submitted	Reviewed the old policy with Lippincott. The policy and procedure are almost identical in information. No need to have two copies of same information. Vetted by NICU Charge Nurses and Dr. Banfro.
<u>Blood Transfusion Guidelines, Neonatal and Pediatric</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Blood Bank Supervisor.
<u>Staffing Council (Nursing)</u>	Revised	Approved as Submitted	Updated Refusal to Work section and Attachment B with Objection documentation section. Vetted by Clinical Director of Professional Practice.
<u>Staffing Plans</u>	Revised	Approved as Submitted	Updated Attachment B with Objection documentation section. Vetted by Clinical Director of Professional Practice.
<u>Consignment Inventory and Reconciliation</u>	Revised	Approved as Submitted	Section 3, added verbiage that consigned items must match exactly to those items in the executed agreement by reorder number and quantity, and that consigned items must be labeled with a consignment sticker and stored separate from owned inventory. Section 7; made it a requirement for consignment reconciliations to be done in person by vendor, department representative/ designee and Supply Chain Services. Removed the requirement to have internal control as part of the audit process. In section 10, made it a requirement for the vendor to honor GPO pricing for the term of the

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			agreement, and if the vendor did not participate in the GPO to honor pricing for one year and thereafter 60 days' notice prior to any change. Section 12, removed the 60 day notice to remove consigned product if all parties are in agreement and an Exhibit B has been properly executed and signed by all parties. Section 14; added department is responsible to quarantine all recalled product upon notification of a recall. Vendor is responsible for disposition and replacement of recalled product(s). Vetted by Supply Chain Director and CFO.
<u>Employee Health Services</u>	Revised	Approved as Submitted	Added language related to compliance per HR request. Vetted by Director of Infection Prevention/Employee Health.
<u>Pre-Operative Pregnancy Test</u>	New	Approved with Revisions	New policy. Vetted by Director of Surgical Services and Head of Anesthesia Department.
<u>Education About False Claims Liability, Non-Retaliation Protections, and Detecting and Responding</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Compliance Officer.
<u>Sterile Processing – Department Cleaning</u>	Revised	Approved as Submitted	Scheduled review, no changes. Update to new format. Vetted by Director of Peri-Operative Service and CNO.
<u>Cleaning the Sterilizers</u>	Revised	Approved as Submitted	Update to new format. Steris System removed, as we no longer use the system in-house. Vetted by Director of Peri-Operative Service and CNO.
<u>Assembly of Trays and Instrument Sets</u>	Revised	Approved as Submitted	Scheduled review, no changes. Update to new format. Vetted by Director of Peri-Operative Service and CNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Sterility Assurance Monitoring</u>	Revised	Approved as Submitted	Scheduled review, no changes. Update to new format. Vetted by Director of Peri-Operative Service and CNO.
<u>Chemical Indicator Sterilization Monitoring</u>	Revised	Approved as Submitted	Scheduled review, no changes. Update to new format. Vetted by Director of Peri-Operative Service and CNO.
<u>Bowie-Dick Test</u>	Revised	Approved as Submitted	Scheduled review, no changes. Update to new format. Vetted by Director of Peri-Operative Service and CNO.
<u>Loading and Unloading the Sterilizer</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Inspection of Instruments</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Preventative Maintenance of Equipment</u>	Revised	Approved as Submitted	Update to new template. Removed Steris HLD replaced by Medivator. Vetted by Director of Peri-Operative Service and CNO.
<u>Role of Infection Control in Sterile Processing</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Sterilization Using "Low Temperature – Hydrogen Peroxide" Method</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Sterile Processing Stock Rotation/Outdates</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Steam Sterilization in Sterile Processing</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Director of Peri-Operative Service and CNO.
<u>Space Allocation, Work Flow and Traffic Pattern</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Peri-Operative Service and CNO.
<u>Patient Intake Expectations in Ambulatory Care</u>	Revised	Approved as Submitted	Transferred to new template. Updated to align with current practices and added references.
<u>Mentorship for Providers in the Ambulatory Care Centers</u>	Revised	Approved with Revisions	Transferred to new template. Updated policy to align with current practice. Separated specific areas to address for QC and PC providers. Replaced Physicians with Providers.
<u>Coding – Productivity Standards for Hospital and Professional Coders</u>	New	Approved as Submitted	Policy being established to ensure documentation of productivity expectations by coding staff. Vetted by Health Information Management Director.
<u>Heat-Related Illness Prevention Plan</u>	New	Approved as Submitted	New Policy. Vetted by EOC Committee.
<u>Donor Breast Milk in the Level 1 Newborn Nursery</u>	New	Approved with Revisions	New Policy. Vetted by Perinatal Nurse Manager, Perinatal Nurse Director, Perinatal UBC members, APRN Council members, Dr. Adam Levy and Dr. Francis Banfro.
<u>Administration of Blood and Blood Products</u>	Revised	Approved as Submitted	Added a section for Whole Blood (Low Titer O+ Whole Blood (LTOWB)) and Liquid Plasma products. Updated list of references. Vetted by Blood Bank Supervisor.
<u>Blood Transfusion Guidelines, Adult</u>	Revised	Approved as Submitted	Added a section for Low Titer O+ Whole Blood (LTOWB) product to be used on all trauma MTP activations. Revised the Adult Massive Transfusion Algorithm. Updated list of references. Vetted by Blood Bank Supervisor.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Hospital Death Restraint Reporting</u>	Revised	Approved as Submitted	Scheduled review, Updated to new template, formatting & general word editing, updated references, changed owner and manual.
<u>Patient Identification, Use of Patient Identification Bands</u>	Revised	Approved as Submitted	Vetted through PAS, Perinatal, NICU and Quick Care. Added newborn naming convention. Removed information around label specimen labeling as there is a separate policy. Added Quick Care to the scope. Updated references. Moved to new template.

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

Issue: Audit Report of Fiscal Year Ending June 30, 2023	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board accept the Fiscal Year 2023 Basic Financial Statements and Single audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

Under state law NRS 354.624, UMC is required to obtain an independent audit of all financial records on an annual basis. The firm conducting this financial audit is required to publicly report their findings to the University Medical Center of Southern Nevada Governing Board.

BDO USA, LLP, Certified Public Accountants conducted the audit for the Fiscal Year Ending June 30, 2023. The basic financial statements present fairly, in all material respects, the financial position of the Hospital as of June 30, 2023, and the results of its operations and its cash flows for the years then ended, in conformity with the Generally Accepted Accounting Principles in the United States. All recommendations from the auditor will be addressed.

The Governing Board Audit and Finance Committee reviewed the audited financials at their December 6, 2023 meeting.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**BASIC FINANCIAL STATEMENTS
AND
SINGLE AUDIT INFORMATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

YEARS ENDED JUNE 30, 2023 AND 2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

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Independent Auditor's Report

UMC Governing Board
University Medical Center of Southern Nevada
Las Vegas, Nevada

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the University Medical Center of Southern Nevada ("UMC"), a component unit of Clark County, Nevada, as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the UMC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of UMC, as of June 30, 2023 and 2022, and the changes in financial position and its cash flows and the respective budgetary comparisons for UMC for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of UMC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 12 to the financial statements, UMC adopted the provisions of Governmental Accounting Standards Board Statement Number 96, Subscription-Based Information Technology Arrangements. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about UMC's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of UMC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about UMC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and schedule of the Hospital's proportionate share of the net pension liability, schedule of Hospital's contribution, and schedule of changes in the total OPEB liability and related ratios on pages 4 through 13 and 75 through 78 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental

Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise UMC's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 8, 2023 on our consideration of UMC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of UMC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering UMC's internal control over financial reporting and compliance.

BDO USA, P.C.

Las Vegas, Nevada
November 8, 2023

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Management's Discussion and Analysis

This section of the annual financial report of the University Medical Center of Southern Nevada (the Hospital) presents background information and our analysis of the Hospital's financial performance during the fiscal years ended June 30, 2023, and 2022, which management believes is relevant for an understanding of our financial condition and results of operations. This discussion should be read in conjunction with the basic financial statements and the related notes included in this report. This discussion and analysis is designed to focus on current activities, resulting change, and currently known facts. The financial statements, notes thereto, and this discussion and analysis are the responsibility of the Hospital's management.

Overview of the Financial Statements

This annual report consists of financial statements prepared in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis — for State and Local Governments* as amended by GASB Statement No. 37, *Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments: Omnibus* and GASB Statement No. 38, *Certain Financial Statement Note Disclosures*. These standards establish comprehensive financial reporting standards for all state and local governments and related entities.

The Hospital's financial statements are prepared on the accrual basis in accordance with accounting principles generally accepted in the United States as promulgated by the GASB. The Hospital is structured as a single enterprise fund with revenues recognized when earned, not when received. Expenses are recognized when incurred, not when paid. Capital assets are capitalized and are depreciated (except land and construction in progress) over their estimated useful lives. See the *Notes to Financial Statements* for a summary of the Hospital's significant accounting policies.

Following this discussion and analysis are the basic financial statements of the Hospital together with the notes, which are essential to a complete understanding of the data. The Hospital's basic financial statements are designed to provide readers with a broad overview of the Hospital's finances.

The *Statement of Net Position (Deficit)* presents information on all of the Hospital's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of the Hospital's financial position; however, other nonfinancial factors such as change in economic conditions, population growth, including uninsured and underinsured patients, and new or changed government legislation should also be considered.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

The *Statement of Revenues, Expenses, and Changes in Net Position (Deficit)* presents information showing how the Hospital's net position changed during each year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in the statement for some items that will result in cash flows in future periods.

The *Statement of Cash Flows* relates to the flows of cash and cash equivalents. Consequently, only transactions that affect the Hospital's cash accounts are presented in this statement. A reconciliation is provided at the bottom of the *Statement of Cash Flows* to assist in the understanding of the difference between cash flows from operating activities and operating income or loss.

The Hospital is the public health care facility for Clark County, Nevada (the County). The Board of County Commissioners is, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member Board of Commissioners is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected nine individuals from the community to serve on the board. The UMC Governing Board provides oversight of the Hospital and reports back to the Board of Hospital Trustees.

In accordance with GASB Statement No. 14, *The Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, the Hospital's financial statements are included, as a blended component unit, in the County's Annual Comprehensive Financial Report (ACFR). A copy of the ACFR can be obtained from Anna Danchik, Comptroller, 500 South Grand Parkway, Las Vegas, Nevada 89155.

Financial and Operating Highlights for Fiscal 2023

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) increased by 2.0% from prior year levels.
 - Hospital patient days increased by 1.6% from the prior year.
 - Outpatient visits decreased by 4.2% from the prior year.
- The Hospital experienced loss from operations of \$1.4 million, and total net position increased by \$36.6 million.
 - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues increased \$6.6 million from the prior year to \$106.2 million.
 - Total operating revenues increased by 6.3% to \$859.1 million.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

- Operating expenses, including other postemployment benefits (OPEB) and provision for NPL (GASB 68), increased by 12.7% to \$860.5 million as compared to the prior year.
- Total employee full-time equivalents (FTEs) increased by 184, or 5.3%, from fiscal 2022.
- The Hospital invested \$37.9 million in the following capital acquisitions:
 - Aliante Quick Care and Primary Care Construction Tenant Improvements
 - Information Technology End User Devices
 - Round Building and South Building Sanitary Lines
 - Pharmacy Clean Room Design and Build
 - CPH Infrastructure Replacement

Financial and Operating Highlights for Fiscal 2022

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) increased by 20.5% from prior year levels.
 - Hospital patient days increased by 23.1% from the prior year.
 - Outpatient visits increased by 4.3% from the prior year.
- The Hospital experienced income from operations of \$44.6 million, and total net position increased by \$77.8 million.
 - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues increased \$3.4 million from the prior year to \$99.6 million.
 - Total operating revenues increased by 0.2% to \$808.2 million.
 - Operating expenses, including other postemployment benefits (OPEB) and provision for NPL (GASB 68), decreased by 5.6% to \$763.6 million as compared to the prior year.
- Total employee full-time equivalents (FTEs) increased by 58, or 1.7%, from fiscal 2021.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

- The Hospital invested net \$20.6 million in the following capital acquisitions:
 - Jack London Building at Southern Highlands Primary Care
 - Tenant Improvements at Aliante Quick Care and Primary Care
 - Round Building and South Building Sanitary Lines
 - Hospital Wide Reusable Curtains
 - Zimmer Rosa Robot Knee System
 - 3M 360 Encompass System Software

Financial Analysis of the Hospital for June 30, 2023 and 2022

In fiscal 2023, net position increased \$36.6 million to a deficit of \$187.8 million, from a deficit of \$224.3 million in fiscal 2022, primarily due to gains from operations, and contributions from the County. In fiscal 2022, net position increased \$79.4 million to a deficit of \$224.3 million, from a deficit of \$303.7 million in fiscal 2021, primarily due to gains from operations, and contributions from the County.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

A summary of the Hospital's Statements of Net Position (Deficit) as of June 30, 2023, 2022 and 2021 is presented in Table 1 below:

Table 1
Condensed Statements of Net Position (Deficit)
(In Thousands)

	2023	June 30 2022 (As Restated)	2021 (As Restated)
Current assets	\$ 439,369	\$ 393,475	\$ 412,523
Restricted and other assets	65,772	119,410	110,491
Capital assets	255,387	230,970	228,542
Total assets	<u>\$ 760,528</u>	<u>\$ 743,855</u>	<u>\$ 751,556</u>
Deferred outflows of resources	<u>\$ 298,253</u>	<u>\$ 230,076</u>	<u>\$ 128,335</u>
Current liabilities	\$ 160,796	\$ 161,955	\$ 155,521
Long-term debt outstanding (a)	-	6,565	12,935
Other liabilities (b)	897,618	609,683	831,938
Total liabilities	<u>\$ 1,058,414</u>	<u>\$ 778,203</u>	<u>\$ 1,000,394</u>
Deferred inflows of resources	<u>\$ 188,154</u>	<u>\$ 420,114</u>	<u>\$ 183,160</u>
Net investment in capital assets	293,665	254,270	271,080
Restricted	4,363	3,789	2,968
Unrestricted (deficit)	(485,815)	(482,444)	(577,711)
Total net position (deficit)	<u>(187,787)</u>	<u>(224,385)</u>	<u>(303,663)</u>
Total liabilities, deferred inflows and net position (deficit)	<u>\$ 1,058,781</u>	<u>\$ 973,932</u>	<u>\$ 879,891</u>

(a) Long-term debt excludes current portions of \$6,565, \$6,370, and \$6,170, respectively, included in current liabilities.

(b) Other liabilities include the long-term portion of accrued benefits, self-insured liabilities, intergovernmental, lease payable, subscription payable, and net pension liabilities.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Summary of Revenues, Expenses, and Changes in Net Position (Deficit)

The following table presents a summary of the Hospital's revenues and expenses for the years ended June 30, 2023, 2022, and 2021.

Table 2
Condensed Statements of Revenues, Expenses, and
Changes in Net Position (Deficit)
(In Thousands)

	2023	June 30 2022 (As Restated)	2021 (As Restated)
Net patient revenues	\$ 818,955	\$ 773,573	\$ 741,065
Other operating revenues	40,176	34,628	65,498
Total operating revenues	859,131	808,201	806,563
Operating expenses	816,390	723,721	778,539
Depreciation and amortization	44,108	39,605	30,175
	860,498	763,326	808,714
Operating income/(loss)	(1,367)	44,875	(2,151)
Nonoperating revenues, net	6,953	1,978	48,499
Capital contributions received	-	-	-
Transfers In	31,000	31,000	15,000
Change in net position (deficit)	36,586	77,853	61,348
Total net position (deficit), beginning of year	(224,385)	(303,663)	(365,011)
GASB No. 96 / 87 Adjustment	12	1,425	-
Total net position (deficit), end of year	\$ (187,787)	\$ (224,385)	\$ (303,663)

During fiscal 2023, 2022 and 2021, the Hospital derived approximately 99.0%, 98.5% and 94.1% respectively, of its total revenues from operating revenues. Operating revenues include, among other items, revenues from the Medicare and Medicaid programs, the Clark County Social Services program, patients or their third-party carriers that pay for their care in the Hospital's facilities, and grant revenues.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Table 3 presents the relative percentages of gross charges billed for patient services by payer for the years ended June 30, 2023, 2022 and 2021.

Table 3
Payer Mix by Percentage

	2023	June 30 2022	2021
Medicare	32 %	30 %	28 %
Medicaid, and self-pay	41	43	43
Commercial, HMO, PPO	22	22	24
Other	5	5	5
Total patient revenue	100 %	100 %	100 %

During fiscal 2023, 2022 and 2021, the Hospital derived 0.98%, -1.1% and -0.2%, respectively, of its total revenues from interest income on its capital acquisition, debt service and malpractice funds. The Hospital's cash is deposited with the County Treasurer and funds in the custody of the County Treasurer are invested as a pool. Other non-operating revenues in fiscal 2023, 2022 and 2021 include \$31 million, \$31 million and \$15 million, respectively, in contributions from the County used primarily to defray operating, capital and debt service costs.

Fiscal 2023 Activity

In fiscal 2023, overall activity at the Hospital as measured by patient days adjusted for outpatient services increased by 2.0% to 241,399 compared to 236,741 in fiscal 2022. This increase was due primarily to a 1.6% increase in patient days.

In fiscal 2023, the Hospital had patient days and discharges of 159,501 and 23,392, respectively. This was an increase of 1.6% and 6.8%, respectively, as compared to fiscal 2022. Outpatient and emergency visits were 412,901 or 4.2% below 2022 levels. The decrease in outpatient volume occurred primarily due to a decrease in Primary Care and Quick Care registrations of 8.0%, being offset by an increase in emergency registrations of 2.4%.

In fiscal 2023, net patient revenue increased compared to fiscal 2022 by \$45.4 million due primarily to increased patient days.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of \$118.8 million were foregone during fiscal 2023, a 7.3% decrease from fiscal 2022. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2023, total operating expenses including OPEB and pension increased by \$96.9 million, or 12.7%. The increase was mainly due to a \$52.6 million increase in OPEB and pension provision, and \$44.3 million increase in operating expense.

In fiscal 2023, employee compensation and benefits increased \$79.4 million, or 18.2%, primarily due to increases in registered nurses pay, physician pay, paid time off to cover nursing shifts, and retirement contributions. The number of paid FTEs increased by 5.3% from 3,482 in fiscal 2022 to 3,666 in fiscal 2023. There was a 3% cost of living increase in fiscal 2023, and 4.5% cost of living increase in fiscal 2022.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients decreased \$4.7 million, or 10.9%, in fiscal 2023. This is primarily due to reduced anesthesia service due to in-house service at the Hospital.

In fiscal 2023, the cost of supplies increased by \$13.0 million, or 9.2%, primarily due to increases in cost related to 340B drugs, and an unfavorable adjustment to inventory.

Purchased services expense increased by \$3.7 million or 4.4% in fiscal year 2023 primarily due to increase in perfusion support services, and UNLV resident salaries.

Non-operating revenue (expense) consists of gain on the change of the investments, interest of other bonds, interest of capital leases and right to use subscriptions, and disposals of fixed assets.

The County contributed a total of \$31 million to the Hospital in fiscal 2023 for additional capital equipment and hospital operation.

Net position increased \$36.6 million to a deficit of \$187.8 million in fiscal 2023 primarily due to the income from contributions from the County and operating income.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Fiscal 2022 Activity

In fiscal 2022, overall activity at the Hospital as measured by patient days adjusted for outpatient services increased by 20.5% to 236,741 compared to 196,435 in fiscal 2021. This increase was due primarily to a 23.1% increase in patient days.

In fiscal 2022, the Hospital had patient days and discharges of 157,055 and 21,901, respectively. This was an increase of 23.1% and 11.3%, respectively, as compared to fiscal 2021. Outpatient and emergency visits were 388,033 or 4.3% above 2021 levels. The increase in outpatient volume occurred primarily due to an increase in Primary Care and Quick Care registrations of 22.1% and emergency registrations of 14.5%.

In fiscal 2022, net patient revenue increased compared to fiscal 2021 by \$32.5 million due primarily to increased patient days.

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of \$128 million were foregone during fiscal 2022, an 18.2% increase from fiscal 2021. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2022, total operating expenses including OPEB and pension decreased by \$45.0 million, or 5.6%. The decrease was mainly due to a \$57.7 million decrease in OPEB and pension provision, being offset by a \$12.7 million increase in operating expense.

In fiscal 2022, employee compensation and benefits increased \$47.3 million, or 10.9%, primarily due to increases in bonus pay, registered nurses, paid time off, contract labor to cover nursing shifts, overtime pay, and retirement contributions. The number of paid FTEs increased by 1.7% from 3,424 in fiscal 2021 to 3,482 in fiscal 2022. There was no cost of living increase in fiscal 2021, but there was a 4.5% cost of living increase in fiscal 2022.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients increased \$0.5 million, or 1.0%, in fiscal 2022. This is primarily due to a higher negotiated contract for hospitalists.

In fiscal 2022, the cost of supplies decreased by \$39.7 million, or 21.8%, primarily due to decreases in reagents related to COVID.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED JUNE 30, 2023 AND 2022

Purchased services expense decreased by \$0.04 million or 0.1% in fiscal 2022 primarily due to decrease in patient service desk activation service, COVID-19 testing service, eligibility and claims management services, courier services, and janitorial services.

Non-operating revenue (expense) consists of loss on the change of the investments, interest of other bonds, interest of capital leases, and disposals of fixed assets.

The County contributed a total of \$31 million to the Hospital in fiscal 2022 for additional capital equipment and hospital operation.

Net position increased \$79.4 million to a deficit of \$224.3 million in fiscal 2022 primarily due to the revenue from Provider Relief Fund and Coronavirus Relief Fund, contributions from the County, and operating income.

Capital Assets

During fiscal 2023 and 2022, the Hospital invested \$37.9 million and \$20.6 million, respectively, in a broad range of capital assets. Gross capital assets increased in fiscal 2023 due to an increase in Tenant Improvements at Aliante Quick Care and Primary Care, Information Technology End User Devices, Round Building and South Building, Pharmacy Clean Room Design and Build and CPH Infrastructure Replacement. Gross capital assets increased in fiscal 2022 due to an increase in the purchase of Jack London Building at Southern Highlands Primary Care, Tenant Improvements at Aliante Quick Care and Primary Care, Round Building and South Building Sanitary Lines, Hospital Wide Reusable Curtains, Zimmer Rosa Robot Knee System and 3M 360 Encompass System Software.

The Hospital's fiscal 2024 capital budget includes up to \$36.6 million for capital projects, consisting of critical patient-related equipment replacement items, facility remodeling and repairs, IT software and infrastructure upgrades, operational equipment, and service line enhancements.

The Hospital is subject to several contracts and commitments relating to construction projects and services. These commitments are not expected to significantly affect the availability of fund resources for future use.

Long-Term Debt

At June 30, 2023 and 2022, the Hospital had \$0 and \$6.6 million, respectively, in long-term debt, excluding the current portion thereof. This represented a decrease of \$6.6 million and \$6.3 million, respectively, from the outstanding balances at June 30, 2022, and June 30, 2021. Total outstanding

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YEARS ENDED JUNE 30, 2023 AND 2022

debt represents 0.6% and 1.7% of the Hospital's total liabilities as of June 30, 2023 and 2022, respectively.

Economic Factors

The most recent unemployment statistics, as of September 2023, indicated that the unemployment rate for the Las Vegas, Nevada metropolitan area was 6.3%, which was a 0.5% increase from a year ago. The unemployment rate for the State of Nevada and the United States was 5.8% and 3.9%, respectively.

Inflationary trends in the County are comparable to the United States national indices.

All of these factors affected the fiscal year 2023 operating and financial performance. The focus of management in the near term is to develop a multi-year plan that will emphasize revenue generation, cost control, fiscal discipline, capital requirements, and financing in support of net asset stability and a focus on the core services provided to patients.

Contacting the Hospital's Financial Management

This financial report is designed to provide our citizens, customers, and creditors with a general overview of the Hospital's finances and to demonstrate the Hospital's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the Finance Department, University Medical Center of Southern Nevada, 1800 West Charleston Blvd., Las Vegas, Nevada 89102.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Net Position (Deficit)

	June 30	
	2023	2022
	(As Restated)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 46,619,972	\$ 140,511,723
Assets limited as to use, current portion	6,227,424	3,402,530
Patient receivables, net of allowance for uncollectible accounts of \$137,231,409 in 2023 and \$142,658,563 in 2022	356,309,015	215,411,990
Other receivables, net	8,322,649	7,970,748
Inventories	15,819,961	18,957,705
Prepaid expenses and other	6,069,583	7,220,984
Total current assets	<u>439,368,604</u>	<u>393,475,680</u>
Assets limited as to use, net of current portion:		
Contributor or grantor restricted:		
Cash and cash equivalents	3,728,053	4,431,799
Grants receivable	654,529	808,020
Internally designated cash and cash equivalents	<u>67,434,597</u>	<u>117,490,973</u>
	71,817,179	122,730,792
Less amount required to meet current obligations	<u>(6,227,424)</u>	<u>(3,402,530)</u>
Total assets limited as to use, net of current portion	65,589,755	119,328,262
Other assets:		
Land	10,204,997	10,204,997
Depreciable property and equipment, net	185,802,117	177,258,780
Construction in progress	17,298,356	9,798,053
Leased assets, net	24,633,625	22,550,732
Subscription assets, net	17,448,776	11,157,507
Deposits	181,656	81,656
Total assets	<u>\$ 760,527,886</u>	<u>\$ 743,855,667</u>
Deferred outflows of resources		
Unamortized loss on refunding	\$ 8,639	\$ 60,470
Related to pensions	229,353,877	193,132,079
Related to OPEB (postemployment benefits other than pensions)	68,890,429	36,883,711
Total deferred outflows of resources	<u>\$ 298,252,945</u>	<u>\$ 230,076,260</u>

(Continued)

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Net Position (Deficit) (continued)

	June 30	
	2023	2022
	(As Restated)	
Liabilities and net position (deficit)		
Current liabilities:		
Accounts payable	\$ 65,307,334	\$ 73,714,532
Accrued compensation and benefits	50,808,415	56,994,077
Other accrued expenses	682,698	566,781
Current portion of long-term debt	6,565,000	6,370,000
Current portion of lease payable	6,412,186	6,664,474
Current portion of subscription payable	6,313,000	4,246,451
Due to related party	18,317,411	6,458,575
Current portion of self-insurance liability	6,390,166	6,940,465
Total current liabilities	160,796,210	161,955,355
OPEB liability	200,160,059	215,378,338
Long-term debt, net of current portion	—	6,565,000
Lease payable, net of current portion	19,036,387	16,312,174
Subscription payable, net of current portion	7,963,170	4,861,401
Self-insurance liability, net of current portion	10,801,770	12,217,182
Intergovernmental liability	29,235,450	46,989,417
Net pension liability	630,420,958	313,924,210
Total liabilities	1,058,414,004	778,203,077
Deferred inflows of resources		
Related to lease	709,481	2,036,182
Related to pensions	32,269,401	298,740,716
Related to OPEB	155,174,632	119,336,659
Total deferred inflows of resources	188,153,514	420,113,557
Net position (deficit):		
Net investment in capital assets	293,665,493	254,270,362
Restricted:		
Hospital and administrative programs	—	327,697
Donations, various programs	2,447,373	1,992,905
Research programs	596,479	194,171
Educational programs	1,319,425	1,274,724
	4,363,277	3,789,497
Unrestricted (deficit)	(485,815,457)	(482,444,567)
Total net position (deficit)	\$ (187,786,687)	\$ (224,384,708)

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Revenues, Expenses, and Changes in Net Position (Deficit)

	Years Ended June 30	
	2023	2022
	(As Restated)	
Operating revenues:		
Net patient revenues (net of provisions for bad debts of \$46,425,633 and \$55,177,862 in 2023 and 2022, respectively)	\$ 818,955,276	\$ 773,572,937
Other operating revenues	40,175,731	34,628,482
Total operating revenues	<u>859,131,007</u>	<u>808,201,419</u>
Operating expenses:		
Nursing and other professional services	604,602,720	561,450,917
Administrative and fiscal services	148,723,245	143,772,753
General services	55,850,508	63,858,507
Depreciation and amortization	44,107,976	39,605,326
Total operating expenses	<u>853,284,449</u>	<u>808,687,503</u>
Income (loss) from operations before provision for OPEB and net pension liabilities	5,846,558	(486,084)
Provision for OPEB	(6,590,580)	1,693,737
Provision for net pension liabilities	13,803,635	(47,055,327)
Income (loss) from operations	<u>(1,366,497)</u>	<u>44,875,506</u>
Nonoperating revenues (expenses):		
Gain (loss) on the change of the investments	8,477,579	(9,040,178)
Interest expense	(1,479,098)	(962,147)
Other nonoperating revenues (expenses)	(45,732)	11,980,230
Total nonoperating revenues, net	<u>6,952,749</u>	<u>1,977,905</u>
Income before transfers	<u>5,586,252</u>	<u>46,853,411</u>
Transfers in	31,000,000	31,000,000
Change in net position	36,586,252	77,853,411
Net position (deficit), beginning of year	(224,384,708)	(303,662,821)
GASB No. 96 adjustment (Note 12)	11,769	1,135,952
GASB No. 87 adjustment	-	288,750
Net position (deficit), end of year	<u><u>\$(187,786,687)</u></u>	<u><u>\$ (224,384,708)</u></u>

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Cash Flows

	Years Ended June 30	
	2023	2022
Cash flows from operating activities		
Cash received from patients and third-party payers	\$ 660,304,284	\$ 778,034,260
Cash payments to suppliers for goods and services	(345,984,548)	(327,841,585)
Cash payments to employees for services and benefits	(494,993,985)	(455,461,164)
Other operating receipts	40,329,222	34,262,002
Net cash provided by (used in) operating activities	(140,345,027)	28,993,513
Cash flows from noncapital financing activities		
Contributions and transfers in from Clark County	31,000,000	31,000,000
Contributions, donations and other	-	(6,132,127)
Net cash provided by noncapital financing activities	31,000,000	24,867,873
Cash flows from capital and related financing activities		
Purchase of property and equipment, net	(35,875,602)	(13,947,890)
Principal paid on long-term debt	(7,410,650)	(6,170,000)
Interest paid on long-term debt	(452,441)	(753,866)
Other	(45,732)	32,000
Net cash used in capital and related financing activities	(43,784,425)	(20,839,756)
Cash flows from investing activities		
Gain (loss) on change of the investments	8,477,579	9,040,178
Increase (decrease) in cash and cash equivalents	(144,651,873)	42,061,808
Cash and cash equivalents, beginning of year	262,434,495	220,372,687
Cash and cash equivalents, end of year	\$ 117,782,622	\$ 262,434,495
Unrestricted cash and cash equivalents	\$ 46,619,972	\$ 140,511,723
Contributor or grantor restricted cash and cash equivalents	3,728,053	4,431,799
Internally designated cash and cash equivalents	67,434,597	117,490,973
Total cash and cash equivalents	\$ 117,782,622	\$ 262,434,495

(Continued)

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada

Statements of Cash Flows (continued)

	Years Ended June 30	
	2023	2022
Reconciliation of loss from operations to net cash used in operating activities		
Income (loss) from operations	\$ (1,366,497)	\$ 44,639,608
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation and amortization	44,107,976	33,798,580
Provision for uncollectible accounts	46,425,633	55,177,862
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Patient receivables	(187,322,658)	(10,224,607)
Inventories	3,137,744	2,001,600
Prepaid expenses and other current assets	1,851,002	4,334,046
Deferred outflows of resources	(68,228,516)	(101,793,104)
Increase (decrease) in:		
Deposits	(100,000)	3,500
Accounts payable and accrued expenses	(73,279,541)	(39,601,358)
Self-insurance liability	(1,965,711)	114,711
Due to related party	5,180,407	(51,822)
Deferred inflows of resources	84,536,705	40,594,497
Net cash provided by (used in) operating activities	<u>\$ (147,023,456)</u>	<u>\$ 28,993,513</u>

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Revenues and Expenses, Budget to Actual Comparisons
For the fiscal year ended June 30, 2023
(With comparative actual for the fiscal year ended June 30, 2022)

	2023				2022
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Actual (As Restated)</u>
Operating revenues:					
Intergovernmental revenues:					
Grants	\$ 3,540,737	\$ 3,540,737	\$ 3,023,119	\$ (517,618)	\$ 4,993,361
Charges for services:					
Total patient revenue	748,356,040	766,586,157	818,955,276	52,369,119	773,572,937
Other operating revenues	27,554,985	27,554,986	37,152,612	9,597,626	29,635,121
Total operating revenues	<u>779,451,762</u>	<u>797,681,880</u>	<u>859,131,007</u>	<u>61,449,127</u>	<u>808,201,419</u>
Operating expenses:					
Salaries and wages	316,479,065	317,604,298	343,378,678	(25,774,380)	326,607,035
Employee benefits	141,373,148	143,536,447	140,633,301	2,903,146	128,459,117
Services and Supplies	140,893,053	143,139,448	155,182,410	(12,042,962)	142,152,180
Professional fees	45,198,932	45,417,932	38,818,972	6,598,960	43,565,542
Purchased Services	82,694,643	82,694,643	111,120,477	(28,425,834)	109,547,412
Other	22,825,018	22,974,146	17,875,177	5,098,969	16,300,759
Rent	9,701,338	9,701,338	2,167,458	7,533,880	2,450,132
Depreciation/amortization	27,615,936	27,615,936	44,107,976	(16,492,040)	39,605,326
	<u>786,781,133</u>	<u>792,684,187</u>	<u>853,284,449</u>	<u>(60,600,262)</u>	<u>808,687,503</u>
Nonoperating revenues (expenses):					
Interest earnings	3,341,880	3,341,880	8,477,579	5,135,699	(9,040,178)
Interest expense	(302,250)	(302,250)	(1,479,098)	(1,176,848)	(962,147)
Provision for OPEB and net pension liabilities	(4,965,521)	(4,965,521)	(7,213,055)	(2,247,534)	45,361,590
Other nonoperating revenue	(51,832)	(51,831)	(45,732)	6,099	11,980,230
Total nonoperating revenues (expenses), net	<u>(1,977,723)</u>	<u>(1,977,722)</u>	<u>(260,306)</u>	<u>1,717,416</u>	<u>47,339,495</u>
Income (Loss) before transfers	<u>(9,307,094)</u>	<u>3,019,971</u>	<u>5,586,252</u>	<u>2,566,281</u>	<u>46,853,411</u>
Transfers In	<u>31,000,000</u>	<u>31,000,000</u>	<u>31,000,000</u>	<u>-</u>	<u>31,000,000</u>
Change in Net Position (Deficit)	<u>\$ 21,692,906</u>	<u>\$ 34,019,971</u>	<u>\$ 36,586,252</u>	<u>\$ 2,566,281</u>	<u>\$ 77,853,411</u>

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Cash Flows Budget to Actual Comparisons
For the fiscal year ended June 30, 2023
(With comparative actual for the fiscal year ended June 30, 2022)

	2023				2022
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Actual</u>
Cash flows from operating activities:					
Cash received from patients and third-party payers	\$ 748,356,040	\$ 766,586,157	\$ 660,304,284	\$ (106,281,873)	\$ 778,034,260
Cash payments to employees for services and benefits	(462,817,734)	(466,106,266)	(494,993,985)	(28,887,719)	(455,461,164)
Cash payments to suppliers for goods and services	(301,312,984)	(303,927,504)	(345,984,548)	(42,057,044)	(327,841,585)
Other operating receipts	31,095,722	31,095,722	40,329,222	9,233,500	34,262,002
Net cash provided by (used in) operating activities	<u>15,321,044</u>	<u>27,648,109</u>	<u>(140,345,027)</u>	<u>(167,993,136)</u>	<u>28,993,513</u>
Cash flows from noncapital financing activities:					
Contributions and transfers in from Clark County	31,000,000	31,000,000	31,000,000	-	31,000,000
Contributions, donations and other	-	-	-	-	(6,132,127)
Net cash provided by noncapital financing activities	<u>31,000,000</u>	<u>31,000,000</u>	<u>31,000,000</u>	<u>-</u>	<u>24,867,873</u>
Cash flows from capital and related financing activities:					
Purchase of property and equipment, net	(31,000,000)	(31,000,000)	(35,875,602)	(4,875,602)	(13,947,890)
Principal paid on long-term debt	(6,370,000)	(6,370,000)	(7,410,650)	(1,040,650)	(6,170,000)
Interest paid on long-term debt	(302,250)	(302,250)	(452,441)	(150,191)	(753,866)
Other	-	-	(45,732)	(45,732)	32,000
Net cash used in capital and related financing activities	<u>(37,672,250)</u>	<u>(37,672,250)</u>	<u>(43,784,425)</u>	<u>(6,112,175)</u>	<u>(20,839,756)</u>
Cash flows from investing activities					
Interest received	3,341,880	3,341,880	8,477,579	5,135,699	9,040,178
Net (decrease) increase in cash and cash equivalents	<u>11,990,674</u>	<u>24,317,739</u>	<u>(144,651,873)</u>	<u>(168,969,612)</u>	<u>42,061,808</u>
Cash and cash equivalents:					
Beginning of year	204,954,336	204,954,336	262,434,495	57,480,159	220,372,687
End of year	<u>\$ 216,945,010</u>	<u>\$ 229,272,075</u>	<u>\$ 117,782,622</u>	<u>\$ (111,489,453)</u>	<u>\$ 262,434,495</u>

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

Overview of the Financial Statements

This annual report consists of financial statements prepared in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis — for State and Local Governments* as amended by GASB Statement No. 37, *Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments: Omnibus* and GASB Statement No. 38, *Certain Financial Statement Note Disclosures*. These standards establish comprehensive financial reporting standards for all state and local governments and related entities.

1. Description of Reporting Entity and Summary of Significant Accounting Policies

Reporting Entity

University Medical Center of Southern Nevada (the Hospital), the public health care facility for Clark County, Nevada (the County), is a blended component unit of the County, and is reflected as an enterprise fund of the County. The Hospital is organized and operated by The Board of County Commissioners, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member commission is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected nine individuals from the community to serve on the board. The UMC Governing Board provides oversight of the Hospital and reports back to the Board of Hospital Trustees. As the Hospital is a component unit of the County, it is exempt from income tax and, accordingly, no provision for income taxes is required.

In accordance with GASB Statement No. 14, *The Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, the Hospital's financial statements are included, as a blended component unit, in the County's Annual Comprehensive Financial Report (ACFR). A copy of the ACFR can be obtained from Anna Danchik, Comptroller, 500 South Grand Parkway, Las Vegas, Nevada 89155.

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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

CARES Act and Enhancement Act Funds

On March 27, 2020, former President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act in response to the COVID-19 pandemic. The CARES Act, among other things, includes emergency funding – referred to as the “Provider Relief Fund and Coronavirus Relief Fund” - in the form of higher payments for hospitals that respond to COVID-19 by using existing mechanisms to distribute \$100 billion to hospitals and healthcare providers and to provide payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak to cover necessary expenses incurred due to the public health emergency with respect to COVID-19 that were not accounted for in the budget approved as of March 27, 2020 for the State or local government from March 1, 2020 through December 31, 2021.

On April 24, 2020, former President Trump signed into law the “Paycheck Protection Program and Health Care Enhancement (Enhancement) Act.” The Enhancement Act, among other things, includes \$75 billion of additional funding for hospitals and healthcare providers.

Together, the CARES Act and the Enhancement Act include \$175 billion in funding to be distributed to eligible providers through the Public Health and Social Services Emergency Fund (the “Provider Relief Fund” or “PRF”). The U.S. Department of Health and Human Services (HHS) allocated Provider Relief Funds among eligible health care providers through three completed phases of general distributions and a number of targeted distributions beginning in April 2020. In September 2021, HHS announced an additional \$17 billion general distribution from the Provider Relief Fund that considers financial losses and changes in operating revenues and expenses, including expenses attributable to COVID-19, and payments already received through PRF distributions. As of the date of this report, the Hospital has received a total of \$102.2 million in PRF distributions, including claims reimbursement from the Health Resources and Services Administration (“HRSA”) COVID-19 Uninsured Program.

The Hospital did not receive any additional funding from the Provider Relief Fund and Coronavirus Relief Fund during fiscal year 2023. Due to the official expiration of the COVID-19 Public Health Emergency on May 11, 2023, management does not expect the Hospital to receive additional Provider Relief Funds and Coronavirus Relief Funds in fiscal year 2024.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

The CARES Act also alleviates some of the financial strain on hospitals, physicians, other healthcare providers and states through a series of Medicare and Medicaid payment policies that temporarily increase Medicare and Medicaid reimbursement and allow for added flexibility, as described below.

- Effective May 1, 2020 through December 31, 2020, the CARES Act suspended the 2% sequestration payment adjustment on Medicare fee for service (“FFS”) and payments to hospitals, physicians and other providers. The Consolidated Appropriations Act, 2021, extended the suspension period to March 31, 2021. An Act to Prevent Across-the-board Direct Spending Cuts, and for Other Purposes, signed into law on April 14, 2021, extended the suspension period to December 31, 2021. Most recently, on December 9, 2021, the Protecting Medicare and American Farmers from Sequester Cuts Act was passed which once again extended the 2% sequestration suspension through April 1, 2022, and reduced the cuts from 2% to 1% from April 1, 2022 through June 30, 2022. Beginning July 1, 2022, the previous 2% sequestration rate resumed.
- The CARES Act instituted a 20% increase in the Medicare Severity Diagnosis Related Groups (“MS-DRG”) payment for confirmed COVID-19 hospital admissions for the duration of the public health emergency as declared by the Secretary of HHS.
- The CARES Act eliminated the scheduled nationwide reduction of \$4 billion in Medicaid Disproportionate Share Hospital (“DSH”) allotments to States in federal fiscal year (“FFY”) 2020 mandated by the Affordable Care Act and decreased the FFY 2021 Medicaid DSH reduction from \$8 billion to \$4 billion effective December 1, 2020. However, the Consolidated Appropriations Act, 2021 (“CCA”) eliminated the \$4 billion reduction for FFY 2021, the \$8 billion reduction for FFY 2022, and the \$8 billion reduction for FFY 2023. The reductions mandated by the Patient Protection and Affordable Care Act (“PPACA”) were set to be terminated at the end of FFY 2025, but the CCA added additional reductions of \$8 billion per year for FFY 2026 and FY 2027. On September 30th, 2023, Congress passed a temporary funding bill to avoid a federal government shutdown that has temporarily postponed the proposed DSH cuts. This bill provides federal funding until mid-November 2023.

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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

1. Description of Reporting Entity and Summary of Significant Accounting Policies (continued)

- A 6.2% increase in the Federal Medical Assistance Percentage (“FMAP”) matching funds was instituted to help states respond to the COVID-19 pandemic. The additional funds are available to states from January 1, 2020 through the quarter in which the public health emergency period ends, provided that states meet certain conditions. An increase in states’ FMAP leverages Medicaid’s existing financing structure, which allows federal funds to be provided to states more quickly and efficiently than establishing a new program or allocating money from a new funding stream. Increased federal matching funds support states in responding to the increased need for services, such as testing and treatment during the COVID-19 public health emergency, as well as increased enrollment as more people lose income and qualify for Medicaid during the economic downturn.

On June 11, 2021, HHS issued a Post-Payment Notice of Reporting Requirements for the PRF that were disbursed under the CARES Act. This notice changed guidance that had been previously communicated. Key differences include the timeline for reporting and deadlines for use of funds as follows:

	Payment Received	Deadline to Use Funds	Reporting Time Period
Period 1	From April 10, 2020 to June 30, 2020	June 30, 2021	July 1 to September 30, 2021 (later extended to November 30, 2021)
Period 2	From July 1, 2020 to December 31, 2020	December 31, 2021	January 1 to March 31, 2022
Period 3	From January 1, 2021 to June 30, 2021	June 30, 2022	July 1 to September 30, 2022
Period 4	From July 1, 2021 to December 31, 2021	December 31, 2022	January 1 to March 31, 2023
Period 5	From January 1, 2022 to June 30, 2022	June 30, 2023	July 1 to September 30, 2023

The definitions included in the Post-Payment Notice of Reporting Requirements may be subject to change or further interpretation. Management will continue to evaluate and monitor compliance with the terms and conditions.

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NOTES TO FINANCIAL STATEMENTS
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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

HHS has also used funds appropriated to the Provider Relief Fund and the Families First Coronavirus Response Act (“FFCRA”) to provide claims reimbursement to health care providers for testing uninsured individuals for COVID-19, treating uninsured individuals with a primary COVID-19 diagnosis, and administering a COVID-19 vaccine to uninsured individuals. The COVID-19 uninsured program is administered through HHS’s Health Resources and Services Administration (“HRSA”) and began providing reimbursement in May of 2020. Generally, reimbursements under this program are set at Medicare FFS rates, exclusive of the 20% increase in the MS-DRG payment for confirmed COVID-19 hospital admissions under the CARES Act.

Due to the official expiration of the COVID-19 Public Health Emergency on May 11, 2023, management does not expect related impacts to the Hospital’s business, operating results, or financial condition in fiscal year 2024.

Summary of Significant Accounting Policies

The financial statements of the Hospital are prepared under accounting principles generally accepted in the United States of America applicable to state and local governmental entities on the accrual basis of accounting, whereby revenues are recognized when earned and expenses are recognized when incurred. Substantially all revenues and expenses are subject to accrual.

The Hospital is accounted for as a proprietary fund (enterprise fund) using the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and all liabilities associated with the Hospital’s operations are included in the *Statement of Net Position (Deficit)*. Revenue is recognized in the period in which it is earned and expenses are recognized in the period in which incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from those estimates.

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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

Cash, Cash Equivalents, and Investments

Cash equivalents include investments in highly liquid debt instruments with an original maturity of three months or less at date of purchase, excluding amounts held under trust agreements. The Hospital's restricted and unrestricted cash is deposited with the County Treasurer (the Treasurer) in a fund similar to an external investment pool that is reported at fair value. Because the amounts deposited with the Treasurer are sufficiently liquid to permit withdrawals in the form of cash at any time without prior notice or penalty, they are deemed to be cash equivalents. GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, requires the County to adjust the carrying amount of its investment portfolio to reflect the change in fair or market values. Interest revenue is increased or decreased in relation to this adjustment of unrealized gain or loss. Net interest income reflects this positive or negative market value adjustment. Financial information required by GASB Statements No. 3, No. 40 and No. 72 regarding the accounting and financial reporting for the Hospital's investment pool, held by the Clark County Treasurer, has been disclosed in the Clark County Annual Comprehensive Financial Report (ACFR) for the years ended June 30, 2023, and June 30, 2022.

Inventories

Inventories, consisting primarily of medical supplies and pharmaceuticals, are stated at the lower of cost or market, generally determined on the first-in, first-out method.

Restricted Assets

Restricted assets are cash and cash equivalents and investments whose use is limited by legal or other requirements. Restricted cash and cash equivalents represent monies received from donors or grantors to be used for specific purposes, as well as the Hospital's proportionate share of collateral assets held under securities lending transactions and those whose purpose was limited by the contributor and/or grantor. The Hospital has elected to use restricted assets before unrestricted assets when an expense is incurred for a purpose for which both resources are available.

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NOTES TO FINANCIAL STATEMENTS
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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

Capital Assets

Capital assets are stated at historical cost or, if donated, at estimated fair value at the date of the gift. Capital assets are defined by the Hospital as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Depreciation and amortization of assets are recorded in amounts sufficient to amortize the cost of the related assets over their estimated useful lives using the straight-line method. The following are the most commonly used estimated useful lives:

Buildings	10-40 years
Building improvements	5-20 years
Equipment	3-20 years
Land improvements	15 years
Furniture and fixtures	5 years

Expenditures that substantially increase the useful lives or functionality of existing assets are capitalized. Routine maintenance, repairs, and minor improvements are expensed as incurred. The cost of property retired and related accumulated depreciation is removed from the accounts, and any gain or loss recognized in non-operating revenues (expenses).

Management reviews the recoverability of its capital assets in accordance with the provisions of GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and Insurance Recoveries*. GASB Statement No. 42 requires recognition of impairment of long-lived assets in the event the asset's service utility has declined significantly and unexpectedly. Accordingly, management evaluates assets' utility annually or when an event occurs that may impair recoverability of the asset. No impairments were identified as of June 30, 2023.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

Leases

Lessee:

The Hospital is party to multiple leases of nonfinancial assets as a lessee. The Hospital recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the financial statements.

At the commencement of a lease, the Hospital initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Hospital determines (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Hospital uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Hospital generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Hospital is reasonably certain to exercise.

The Hospital monitors changes in circumstances that would require a remeasurement of its leases and will remeasure lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

The Hospital has leased to third-parties multiple nonfinancial assets. The Hospital recognizes a lease receivable and a deferred inflow of resources in its financial statements where applicable.

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NOTES TO FINANCIAL STATEMENTS
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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

Lessor:

At the commencement of the lease, the Hospital initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments receivable. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Hospital determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The Hospital uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee. The Hospital monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Bond and Debt Issue Costs

Financing costs represent debt issuance expenses on long-term debt obligations and are expensed as incurred in accordance with GASB Statement No. 65.

Cost of Borrowing

Interest costs incurred on debt during the construction or acquisition of assets are expensed and not capitalized as a component of the cost of acquiring those assets as incurred in accordance with GASB Statements No.89.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and is not recognized as expense until then. In the Hospital financial statements, unamortized loss on refunding and pension and OPEB contributions are reported as a deferred

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

outflow of resources. The unamortized loss on refunding results from the difference between the reacquisition price and the net carrying amount of the refunded debt. This amount is deferred and amortized over the life of the refunding debt. The pension and OPEB contributions in deferred outflows are related to those contributions made after the measurement period.

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources until that time. In the Hospital financial statements, future resources yet to be recognized in relation to the pension and OPEB actuarial calculations are reported as deferred inflows of resources. These future resources arise from differences in the estimates used by the actuary to calculate the pension and OPEB liability and the actual results. The amounts are amortized over a predetermined period.

Postemployment Benefits Other Than Pensions

For purposes of measuring the Hospital's OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB Plans and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Compensated Absences

It is the Hospital's policy to permit employees to accumulate earned, but unused vacation and sick leave benefits. Such benefits were accrued when incurred as a current liability in both fiscal 2023 and 2022.

Self-Insured Liability

The self-insured liability represents the provision for estimated self-insured professional liability claims, general liability claims, and workers' compensation claims. The provision includes estimates of the ultimate costs for both reported claims and claims incurred but not reported based on the recommendations of an independent actuary.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

Net Position (Deficit)

GASB Statement No. 34 requires the classification of net position (deficit) into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- Net investment in capital assets: This component of net position (deficit) consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted: This component of net position (deficit) results from restrictions placed on net position (deficit) use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted: This component of net position (deficit) consists of all net position (deficit) that does not meet the definition of restricted or net investment in capital assets.

Statements of Revenues, Expenses, and Changes in Net Position (Deficit)

All revenues and expenses directly related to the delivery of health care services are included in operating revenues and expenses in the *Statements of Revenues, Expenses, and Changes in Net Position (Deficit)*. Nonoperating revenues and expenses consist of those revenues and expenses that are related to financing and investing activities, non-exchange transactions, or investment income.

Net Patient Revenue, Accounts Receivable, and Allowance for Uncollectible Accounts

Net patient revenue is reported at the estimated realizable amount from patients, third-party payers, and others for services provided including the provision for bad debts and includes estimated retroactive adjustments under reimbursement agreements with third-party payers. Revenue under certain third-party payer agreements is subject to audit, retroactive adjustments, and significant regulatory actions. Provisions for third-party settlements and adjustments are estimated in the period the related services are provided and adjusted in future periods as additional information becomes available and as final settlements are determined.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

As part of the Hospital's mission to serve the community, the Hospital provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay established rates. Uncompensated care is defined as write-offs on patient accounts without insurance payment. Charity care is a subset of uncompensated care representing those patients that are approved by the Hospital for a discount under its charity policy guidelines. Throughout the admission, billing, and collection processes, certain patients are identified by the Hospital as indigent or qualifying for charity care. The Hospital provides care to these patients without charge or at amounts less than its established rates or actual costs. Net patient revenue is reflected net of the charity care reserves. Charity care reserves are based on gross revenue foregone. The actual costs for charity care in accordance with the Hospital's charity care policy aggregated \$23,231,138 and \$25,285,501 for the years ending June 30, 2023 and 2022, respectively. The Hospital has estimated the cost of charity care based on a ratio of cost to charges of operating expenses excluding interest expense.

The Hospital has agreements with third-party payers that provide for payment at amounts different from established charge rates. A summary of the basis of payment by major third-party payers follows:

- Medicare and Medicaid: The Hospital renders services to patients under contractual arrangements with the U.S. Federal Medicare and the State of Nevada (State) Medicaid programs. Inpatient acute care services rendered to Medicare and Medicaid program beneficiaries and Medicare capital costs are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. As an academic medical center, medical education payments in addition to disproportionate share entitlements are received from Medicare and Medicaid. Medicare utilizes a prospective payment system for inpatient rehabilitation services and psychiatric services.

Medicare outpatient claims are reimbursed under the Ambulatory Payment Classification based prospective payment system. The payments are based on patient assessment data classifying patients into one of the Medicare Ambulatory Payment Classifications. Inpatient rehabilitation and psychiatric services are reimbursed at a prospectively determined per diem rate. Certain outpatient services related to Medicare beneficiaries and capital costs for Medicaid beneficiaries are reimbursed based on a cost-based methodology subject to certain limitations. The Hospital is reimbursed for cost reimbursable items at tentative rates with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare and Medicaid fiscal intermediaries.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

The Hospital's classification of patients under the Medicare and Medicaid programs and the appropriateness of their admission, and therefore, the revenues received are subject to an independent review and retroactive adjustment. Differences between the estimated amounts accrued at interim and final settlements are reported in the *Statement of Revenues, Expenses, and Changes in Net Position (Deficit)* in the year of settlement. Medicare cost reports have been finalized through fiscal year 2019. Provisions for estimated retroactive adjustments for cost report years that have not been finalized have been provided, where applicable. The Hospital recorded a favorable adjustment of \$2,922,603 in fiscal 2023, and a favorable adjustment of \$3,120,752 in fiscal 2022, respectively, due to prior year retroactive adjustments to amounts previously estimated and changes in estimates.

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, governmental program participation, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as repayment of patient services previously billed. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs unknown or unasserted at this time. As a result, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Management believes that the Hospital is in compliance with fraud and abuse statutes, as well as other applicable government laws and regulations, and that adequate provision has been made in the financial statements for any adjustments that may result from final settlements.

- Upper payment limit: On September 22, 2002, the amendment to the State Medicaid program to allow for supplemental Medicaid payments as provided under federal regulations, referred to as the Upper Payment Limit program (UPL), was approved by the Center for Medicare and Medicaid Services (CMS). Effective January 1, 2003, the amendment revised the State's plan to provide access to supplemental Medicaid payments up to 100% of the Medicare upper payment limits for inpatient hospital services rendered by public hospitals in the State to State Medicaid consumers. The State fiscal 2015 budget also included an expansion of the UPL program to outpatient services.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

These funds are distributed prospectively on a quarterly basis. Funding for the UPL program is generated through intergovernmental transfers and matching funds from the federal government. The gross amount recorded in net patient revenue for UPL and Indigent Accident Fund (IAF) was \$106,233,635 and \$99,580,500 in fiscal 2023 and 2022, respectively. As of June 30, 2023 and 2022, \$41,929,571 and \$40,914,417, respectively, were recorded as receivable.

- Disproportionate share: As a public health care provider, the Hospital renders services to residents of the County and others regardless of ability to pay. The Hospital is classified as a disproportionate share provider by the Medicare and Medicaid programs due to the volume of low-income patients it serves. Accordingly, the Hospital receives additional payments from these programs as a result of this status totaling a decrease of \$5,155,677 in fiscal 2023 and an increase of \$67,320,016 in fiscal 2022, respectively, which are included in net patient revenue. As of June 30, 2023 and 2022, the Hospital has reserved approximately \$16,931,672 and \$46,989,417, respectively, for possible future adjustments, which is reflected in intergovernmental liabilities on the accompanying statements of net position (deficit). Normal estimation differences between final settlements and amounts accrued in previous periods are reflected in net patient revenues in the period of settlement. These estimation differences between final settlements and amounts previously accrued resulted in a decrease of \$484,368 and an increase of \$6,042,873, respectively, in net patient revenues during the years ended June 30, 2023 and 2022. Funding for the disproportionate share program is generated through intergovernmental transfers and matching funds from the federal government.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

- **Directed Payments:** In 2016, CMS updated the regulations for Medicaid managed care and created a new option for states, allowing them to direct managed care organizations (MCOs) to pay providers according to specific rates or methods. Typically, these Medicaid State Directed Payment (MSDP) arrangements are used to establish minimum payment rates for certain types of providers or to require participation in value-based payment arrangements. However, a few states use the directed payment option to require MCOs to make additional payments to providers similar to supplemental payments in fee for service Medicaid. Effective for calendar year 2020, the Hospital worked with the State of Nevada to establish MSDP arrangements for both Hospital & Professional Services. The MSDP arrangements, which must be recertified by the State and approved by CMS annually, generally require quarterly payments and an annual reconciliation using actual utilization as a basis. Accordingly, the Hospital receives additional payments from these arrangements totaling an increase of \$151,271,128 in fiscal 2023 and an increase of \$31,624,561 in fiscal 2022, respectively, which are included in net patient revenue. As of June 30, 2023 and 2022, the Hospital has reserved approximately \$12,303,778 and \$0, respectively, for possible future adjustments, which is reflected in intergovernmental liabilities on the accompanying statements of net position (deficit). Normal estimation differences between final settlements and amounts accrued in previous periods are reflected in net patient revenues in the period of settlement. Funding for MSDP arrangements is generated through intergovernmental transfers and matching funds from the federal government. The Hospital also provides major trauma services to the region, and the ability to continue these levels of service and programs is contingent upon the continuation of various funding sources.
- **Other payers:** The Hospital has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment under these agreements includes prospectively-determined rates-per-discharge, discounts from established charges, and prospectively-determined per diem rates.

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

The approximate percentage of gross patient revenues by major payer group for the fiscal years ended June 30 follows:

	2023		2022
Medicare	32 %		30 %
Medicaid, and self-pay	41		43
Commercial, HMO, PPO	22		22
Other	5		5
Total	100 %		100 %

The provision for bad debts is based upon management's assessment of expected net collections considering economic conditions, historical experience, trends in health care coverage, and other collection indicators. Periodically throughout the year, management assesses the adequacy of the allowance for uncollectible accounts based upon historical write-off experience by payer category, including those amounts not covered by insurance. The results of this review are then used to make any modifications to the provision for bad debts to establish an appropriate allowance for uncollectible accounts. Extensive efforts are made to collect all amounts owed to the Hospital. Several avenues are pursued including direct collections efforts, assistance in finding pay sources, and assistance in compliance with the County's uninsured discount program. After satisfaction of amounts due from insurance and reasonable efforts to collect from the patient have been exhausted, the Hospital follows established guidelines for placing certain past-due patient balances with collection agencies, subject to the terms of certain restrictions on collection efforts as determined by the Hospital. These accounts are then followed up by collection agencies.

For receivables associated with services provided to patients who have third-party coverage, the Hospital analyzes contractually due amounts and provides an allowance for bad debts, allowance for contractual adjustments, provision for bad debts, and contractual adjustments on accounts for which the third-party payor has not yet paid or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely. For receivables associated with self-pay patients or with balances remaining after the third-party coverage has already paid, the Hospital records a significant provision for bad debts in the period of services on the basis of its historical collections, which indicates that many patients ultimately do not pay the portion of their

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

bill for which they are financially responsible. The difference between the discounted rates and the amounts collected after all reasonable collection efforts have been exhausted is charged off against the allowance for bad debts. The change in the allowance for bad debts was as follows for the fiscal years ended June 30:

	2023	2022
Reserve-Beginning Balance	\$ (142,568,563)	\$ (117,230,581)
Provision	(165,254,985)	(183,355,767)
Write-Offs	175,007,110	163,340,737
Bad Debt Recovery	(4,414,971)	(5,322,952)
Reserve-Ending Balance	<u>\$ (137,231,409)</u>	<u>\$ (142,568,563)</u>

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer arrangements. Significant concentrations of patient accounts receivable at June 30, 2023 and 2022 include:

	2023	2022
Medicare	22 %	20 %
Medicaid, and self-pay	41	46
Commercial, HMO, PPO	31	27
Other	6	7
Total	<u>100 %</u>	<u>100 %</u>

Grants and Contributions

The Hospital receives financial assistance from federal agencies, the State, and the County, in the form of grants, as well as contributions from individuals and private organizations. The expenditure of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes and are reported as other operating revenues.

Other such audits could be undertaken by federal and state granting agencies and result in the disallowance of claims and expenditures; however, in the opinion of management, any such

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

disallowed claims or expenditures will not have a material effect on the overall financial position of the Hospital.

Defined Benefit Plan

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Nevada (NVPERS) and additions to/deductions from NVPERS fiduciary net position have been determined on the same basis as they are reported by NVPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Concentrations of Credit and Economic Risks and Uncertainties

Financial instruments that potentially subject the Hospital to concentrations of credit risk consist principally of cash and cash equivalents, patient accounts receivable, and investments.

The Hospital's cash and cash equivalents on deposit with financial institutions, including cash and cash equivalents in the custody of the Treasurer or a fiscal agent, are often in excess of federally insured limits, and the risk of losses related to such concentrations may be increasing as a result of continuing economic conditions including, but not limited to, weakness in the commercial and investment banking systems. The extent of a future loss, if any, to be sustained as a result of uninsured deposits in the event of a future failure of a financial institution; however, is not subject to estimation at this time.

Concentration of credit risk relating to patient accounts receivable is limited to some extent by the diversity and number of the Hospital's patients and payers. Patient accounts receivable consist of amounts due from government programs, commercial insurance companies, private pay patients, and other group insurance programs. One payer source, self-pay, comprises approximately 14% and 17% of gross patient accounts receivable at June 30, 2023 and 2022, respectively. The Hospital maintains an allowance for losses based on the expected collectability of patient accounts receivable.

Because the Hospital operates in the health care industry exclusively in southern Nevada, realization of its receivables, inventories, and its future operations could be affected by adverse economic conditions in the area. In addition, the Hospital receives the majority of its supplies

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**1. Description of Reporting Entity and Summary of Significant Accounting Policies
(continued)**

from a limited number of suppliers and any reduction or interruption of such sources could adversely affect future operations. The majority of the Hospital's employees are covered by collective bargaining agreements entered into with the Service Employee International Union (SEIU) and the International Union of Operating Engineers (IUOE). The SEIU updated contract was ratified, effective on November 3, 2020 and will expire on June 30, 2024. The IUOE contract was updated and ratified on April 13, 2017, and was retroactively effective on July 1, 2016. The IUOE contract expired on June 30, 2020, however the Hospital and the IUOE are currently in negotiations to update the contract.

Subsequent Events

The Hospital evaluates the impact of subsequent events, which are events that occur after the statement of net position (deficit) date but before the financial statements are issued, for potential recognition in the financial statements as of the statement of net position date. For the year ended June 30, 2023, the Hospital evaluated subsequent events through November 8, 2023, representing the date the accompanying audited financial statements were issued. During this period the Hospital determined there were no subsequent events that needed to be disclosed.

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2. Recent Accounting Pronouncements

The GASB has recently issued the following statements, which the Hospital is assessing the impact of the implementation, if any, on its financial statements.

GASB Statement No. 99, Omnibus 2022

- This Statement addresses practice issues identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees.
- Effective for Fiscal Years Beginning After June 15, 2023:
 - A government extending an exchange or exchange-like financial guarantee should recognize a liability and expense/expenditure related to the guarantee when qualitative factors and historical data indicate that it is more likely than not a government will be required to make a payment related to the guarantee. Statement No. 99 excludes guarantees related to special assessment debt, financial guarantee contracts within the scope of Statement No. 53, or guarantees related to conduit debt obligations.
 - Requirements related to the classification and reporting of derivative instruments within the scope of Statement No. 53 that do not meet the definition of an investment or hedging derivative instrument

GASB Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62

- This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes.
- As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability.

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NOTES TO FINANCIAL STATEMENTS
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2. Recent Accounting Pronouncements (continued)

- This Statement also addresses corrections of errors in previously issued financial statements.
- This Statement requires that:
 - changes in accounting principles and error corrections be reported retroactively by restating prior periods,
 - changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and
 - changes in accounting estimates be reported prospectively by recognizing the change in the current period.
- The requirements of this Statement for changes in accounting principles apply to the implementation of a new pronouncement in absence of specific transition provisions in the new pronouncement.
- Statement No. 100 requires that the aggregate amount of adjustments to and restatements of beginning net position, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.
- This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated.
- Statement No. 100 also addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). For periods that are earlier than those included in the basic financial statements, information presented in RSI or SI should be restated for error corrections, if practicable, but not for changes in accounting principles.

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2. Recent Accounting Pronouncements (continued)

GASB Statement No. 101, *Compensated Absences*

- This Statement requires that liabilities for compensated absences be recognized for leave that as not been used and leave that has been used but not yet paid in cash or settled through noncash means.
- Requires recognition of a liability for leave that has not been used if:
 - the leave is attributable to services already rendered,
 - the leave accumulates, and
 - the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.
- Leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.
- Statement No. 101 requires that a liability for certain types of compensated absences, including parental leave, military leave, and jury duty leave, not be recognized until the leave commences.
- In addition, this Statement requires that for specific types of compensated absences, a liability not be recognized until the leave is used.
- This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

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2. Recent Accounting Pronouncements (continued)

- With respect to financial statements prepared using the current financial resources measurement focus, Statement No. 101 requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources.
- Statement No. 101 amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences.

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NOTES TO FINANCIAL STATEMENTS
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3. Cash, Cash Equivalents, and Investments

Substantially all cash (including cash equivalents) and investments of the Hospital are under control of the Treasurer and are included in the Treasurer's investment pool. The Hospital's cash and investments generally are reported at fair value, as discussed in Note 1. As of June 30, 2023 and 2022, these amounts were as follows:

	2023	2022
Clark County investment pool	\$ 117,762,522	\$ 262,417,859
Cash on hand	20,100	16,636
Total cash and investments	<u>\$ 117,782,622</u>	<u>\$ 262,434,495</u>

The Treasurer invests monies held both by individual funds and through a pooling of monies. The pooled monies, referred to as the investment pool, are invested as a whole and not as a combination of monies from each fund belonging to the pool. In this manner, the Treasurer is able to invest the monies at a higher interest rate for a longer period of time. Interest is apportioned monthly to each fund in the pool based on the average daily cash balance of the fund for the month.

According to Statutes, County monies must be deposited with federally insured banks, credit unions, or savings and loan associations within the County. The Treasurer is authorized to use demand accounts, time accounts, and certificates of deposit. Statutes do not specifically require collateral for demand deposits, but do specify that collateral for time deposits may be of the same type as those described for permissible investments. Permissible investments are similar to allowable County investments described below, except that statutes permit a longer term and include securities issued by municipalities within Nevada. The County's deposits are fully covered by federal depository insurance or collateral held by the County's agent in the County's name. The County has written custodial agreements with the various financial institutions' trust banks for demand deposits and certificates of deposit. These custodial agreements pledge securities totaling 102% of the deposits with each financial institution. The County has a written agreement with the State Treasurer for monitoring the collateral maintained by the County's depository institutions.

Due to the nature of the investment pool, it is not possible to separately identify any specific investment as being that of the Hospital. It is not feasible to allocate the level of risk to the various component units of the County, including the Hospital, due to the co-mingling of assets in the investment pool. Details on the County investment policies including the level of risk are included in the Clark County Annual Comprehensive Financial Report. Instead, the Hospital owns a proportionate share of each investment, based on the Hospital's participation percentage in the investment pool. As of June 30, 2023 and 2022, \$117,762,522 and \$262,417,859, respectively, of Hospital investments in the investment pool were as follows:

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NOTES TO FINANCIAL STATEMENTS
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3. Cash, Cash Equivalents, and Investments (continued)

Investment Type	2023		2022	
	Allocation	Duration in Years	Allocation	Duration in Years
U.S. Agencies	39.96%	3.37	37.74%	2.83
U.S. Treasury Obligations	33.32%	1.73	29.79%	2.24
Corporate Notes	12.37%	2.04	12.55%	2.42
Money Market Funds	5.99%	-	0.26%	-
Asset-Backed Securities	5.59%	3.93	6.07%	3.92
Negotiable Certificates of Deposit	2.55%	0.27	5.93%	0.61
Commercial Paper Discounts	0.22%	0.19	7.66%	0.10
	<u>100.00%</u>		<u>100.00%</u>	
Average Portfolio Duration		2.10		2.08

Credit Risk

Credit risk is defined as the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The County's investment policy applies a prudent-person rule, which is: "In investing the County's monies, there shall be exercised the judgment and care under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

As of June 30, 2023 and 2022, the County's investments were rated by Standard and Poor's and Moody's Investors Service, respectively, as follows:

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NOTES TO FINANCIAL STATEMENTS
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3. Cash, Cash Equivalents, and Investments (continued)

	<u>2023</u>		<u>2022</u>
U.S. Treasury Obligations	A-1+,AA+/Aaa,P-1		A-1+,AA+/Aaa,P-1
Bonds of U.S. Agencies	AA+,AAA/Aaa, Unrated (1)		AA+/Aaa, Unrated (1)
Corporate Obligations	A-, A, A+, AA-, AA, AA+/Aaa, Aa, A , A, A+, AA-, AA, AA+/Aaa, Aa, A		
Commercial Paper Discounts	A-1/P-1		A-1, A-1+/P-1
Negotiable Certificates of Deposit	A-1, A-1+/P-1		A-1, A-1+/P-1
Money Market Mutual Funds	A+, AAA/Aa, Aaa		A+, AAA/Aa, Aaa
Asset-Backed Securities	AAA/Aaa, Unrated (2)		AAA/Aaa, Unrated (2)
Agency CMOs	n/a		n/a
Collateralized Investment Agreements	(3)	✔	(3)
Discount Notes of U.S. Agencies	A-1+/P-1	✔	A-1+/P-1
Corporate Notes	(4)		(4)

(1) Unrated U.S. federal agency securities are Farmer Mac securities not rated by either Moody's or Standard & Poor's

(2) Unrated asset backed securities are rated AAA by Standard & Poor's

(3) Issued by insurance companies rated AA/Aa2, or its equivalent, or higher, or issued by entities rated A/A2, or its equivalent, or higher

(4) Issued by insurance companies rated AA-/Aa1, or its equivalent, or higher, or issued by entities rated A/A2, or its equivalent, or higher

The County investments in U.S. Treasury obligations carry no measurable credit risk because they are backed by the U.S. federal government. The State Investment Pool does not have a credit rating.

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The County's investment policy limits the amount that may be invested in obligations of any one issuer, except direct obligations of the U.S. government or federal agencies, to be no more than 5% of the County investment pool. At June 30, 2023 and 2022, the following investments exceeded 5% of the investment pool:

	<u>2023</u>		<u>2022</u>
U.S.Treasury obligations	32.84 %		33.73 %
Federal Home Loan Bank (FHLB)	16.46		12.41
Federal Farm Credit Bank (FFCB)	7.35		6.81
Federal Agricultural Mortgage Corp (FAMCA)	7.06		6.71
Morgan Stanley Govt MMF	6.85		

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NOTES TO FINANCIAL STATEMENTS
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3. Cash, Cash Equivalents, and Investments (continued)

Interest Rate Risk

Interest rate risk is defined as the risk that changes in interest rates will adversely affect the fair value of an investment. Through its investment policy, the County manages its exposure to fair value losses arising from increasing interest rates by limiting the weighted average duration of its investment portfolio to less than 2.5 years. Duration is a measure of the present value of a fixed income's cash flows and is used to estimate the sensitivity of a security's price to interest rate changes. Accordingly, the County's investment policy limits investment portfolio maturities for certain investment instruments as follows: U.S. Treasury and U.S. agencies to less than ten years; bankers' acceptances to 180 days; commercial paper to 270 days; certificates of deposit to one year; corporate notes and bonds to five years; and repurchase agreements to 90 days.

Interest Rate Sensitivity

At June 30, 2023 and 2022, the County invested in the following types of securities that have a higher sensitivity to interest rates, which represented 30% and 27%, respectively, of total investment securities.

- Callable securities are directly affected by the movement of interest rates. Callable securities allow the issuer to redeem or call a security before maturity, generally on coupon dates.
- Step-up/step-down securities have fixed rate coupons for a specific time interval that will step-up or step-down a predetermined number of basis points at scheduled coupon or other reset dates. These securities are callable one time or on their coupon dates.
- Fix-to-floating rate notes have fixed rate coupons for a specified period of time, then a variable rate coupon for the remaining life of the security. The variable rate is generally based on the three-month LIBOR plus 125 basis points. In some cases, interest rate caps are reset higher annually. These securities are callable, generally on their coupon dates.
- CPI floaters have variable rate coupons based on the Consumer Price Index Year-Over-Year index plus 114 basis points. This rate resets and pays a coupon monthly.
- Range notes have fixed rate coupons based on the three-month LIBOR staying within a range for a time period, generally one year. If the three-month LIBOR is within the predetermined range for a specified time period, the coupon rate is reset at a higher rate at periodic intervals. If the three-month LIBOR is out of the predetermined range, then coupon rate is reset to a floor rate of 1%. These securities are also callable on their coupon dates.

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4. Other Receivables, Net

The Hospital has agreements with third-party payers that provide for payment of amounts different from established rates. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. See Note 1, *Net Patient Revenue, Accounts Receivable, and Allowance for Uncollectible Accounts* for additional information. As of June 30, 2023 and 2022, third-party settlements recorded were, \$2,887,000 and \$0.00 respectfully.

Other receivables also include accounts receivable that are not directly related to patient receivables, as a result of invoicing clients for various services rendered and implementing GASB Statement No. 87 as a lessor to record leases receivable. See Note 1, *Leases* for additional information.

A summary of other receivables, net at June 30, follows:

	2023	2022
Third-party settlements	\$ 2,887,000	\$ -
Leases receivable	728,983	2,064,691
Other	4,706,666	5,906,057
	<u>\$ 8,322,649</u>	<u>\$ 7,970,748</u>

5. Internally Designated Assets

The Hospital's internally designated assets consist of the following as of June 30:

	2023	2022
Self-insurance funds	\$ 16,255,402	\$ 15,686,622
Debt service funds	6,336,574	6,276,827
Capital acquisition funds	44,842,621	95,527,524
	<u>\$ 67,434,597</u>	<u>\$ 117,490,973</u>

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6. Capital Assets

Capital asset additions, retirements, and balances for the fiscal years ended June 30, 2023 and 2022, were as follows:

<u>2023</u>	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	\$ 10,204,997	\$ -	\$ -	\$ 10,204,997
Construction in progress	9,798,053	15,156,725	(7,656,422)	17,298,356
Total nondepreciable capital assets	20,003,050	15,156,725	(7,656,422)	27,503,353
Depreciable capital assets:				
Land improvements	4,790,912	55,220	-	4,846,132
Buildings and building improvements	235,899,107	13,853,907	(15,230)	249,737,784
Equipment	297,922,474	22,581,926	(59,984)	320,444,416
Furnitures and fixtures	7,419,170	1,409,537	-	8,828,707
Infrastructure	1,484,346	53,863	-	1,538,209
LVA-IT hardware	143,391	-	-	143,391
Leased land and buildings	24,187,948	7,283,412	-	31,471,360
Leased equipment and other	8,866,402	1,464,472	-	10,330,874
Right of use equipment	16,787,948	14,335,372	-	31,123,320
Total depreciable capital assets	597,501,698	61,037,709	(75,214)	658,464,193
Less accumulated depreciation and amortization:				
Land improvements	(3,561,972)	(150,771)	-	(3,712,743)
Buildings and building improvements	(130,312,039)	(6,401,456)	-	(136,713,495)
Equipment	(231,663,255)	(22,131,035)	28,992	(253,765,298)
Furnitures and fixtures	(4,275,937)	(602,731)	-	(4,878,668)
Infrastructure	(444,026)	(78,901)	-	(522,927)
LVA-IT hardware	(143,391)	-	-	(143,391)
Leased land and buildings	(7,490,791)	(3,940,383)	-	(11,431,174)
Leased equipment and other	(3,012,827)	(2,724,608)	-	(5,737,435)
Right of use equipment	(5,630,441)	(8,044,103)	-	(13,674,544)
	(386,534,679)	(44,073,988)	28,992	(430,579,675)
Total depreciable capital assets, net	210,967,019	16,963,721	(46,222)	227,884,518
Total capital assets, net	\$ 230,970,069	\$ 32,120,446	\$ (7,702,644)	\$ 255,387,871

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6. Capital Assets (continued)

Estimated costs to complete the construction in progress are approximately \$59.4 million as of June 30, 2023.

<u>2022</u>	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	\$ 10,204,997	\$ -	\$ -	\$ 10,204,997
Construction in progress	20,879,339	8,145,312	(19,226,598)	9,798,053
Total nondepreciable capital assets	31,084,336	8,145,312	(19,226,598)	20,003,050
Depreciable capital assets:				
Land improvements	4,790,912	-	-	4,790,912
Buildings and building improvements	228,614,686	7,253,355	31,066	235,899,107
Equipment	274,158,641	10,257,678	13,506,155	297,922,474
Furniture and fixtures	7,090,854	328,316	-	7,419,170
Infrastructure	1,481,220	3,126	-	1,484,346
LVA-IT hardware	143,391	-	-	143,391
Fixed Assets - Conversion (System)	(257,319)	-	257,319	-
Leased land and buildings	24,187,948	-	-	24,187,948
Leased equipment and other	6,518,334	2,348,068	-	8,866,402
Right of use equipment	-	16,787,948	-	16,787,948
Total depreciable capital assets	546,728,667	36,978,491	13,794,540	597,501,698
Less accumulated depreciation and amortization:				
Land improvements	(3,413,597)	(148,375)	-	(3,561,972)
Buildings and building improvements	(124,422,324)	(5,889,715)	-	(130,312,039)
Equipment	(211,377,648)	(20,311,143)	25,536	(231,663,255)
Furniture and fixtures	(3,703,579)	(572,358)	-	(4,275,937)
Infrastructure	(353,948)	(90,078)	-	(444,026)
LVA-IT hardware	(143,391)	-	-	(143,391)
Leased land and buildings	(4,034,510)	(3,456,281)	-	(7,490,791)
Leased equipment and other	(1,822,602)	(1,190,225)	-	(3,012,827)
Right of use equipment	-	(5,630,441)	-	(5,630,441)
	(349,271,599)	(37,288,616)	25,536	(386,534,679)
Total depreciable capital assets, net	197,457,068	(310,125)	13,820,076	210,967,019
Total capital assets, net	\$ 228,541,404	\$ 7,835,187	\$ (5,406,522)	\$ 230,970,069

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7. Long-term Debt

The Hospital's long-term debt consists of the following as of June 30:

	2023				
	Beginning Balance	Additions	Payments/ Reductions	Ending Balance	Due Within One Year
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2013	\$ 12,935,000	\$ -	\$ (6,370,000)	\$ 6,565,000	\$ 6,565,000
				-	
Long-term debt	<u>\$ 12,935,000</u>	<u>\$ -</u>	<u>\$ (6,370,000)</u>	<u>\$ 6,565,000</u>	<u>\$ 6,565,000</u>

	2022				
	Beginning Balance	Additions	Payments/ Reductions	Ending Balance	Due Within One Year
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2013	\$ 19,105,000	\$ -	\$ (6,170,000)	\$ 12,935,000	\$ 6,370,000
				-	
Long-term debt	<u>\$ 19,105,000</u>	<u>\$ -</u>	<u>\$ (6,170,000)</u>	<u>\$ 12,935,000</u>	<u>\$ 6,370,000</u>

On September 9, 2013, Clark County, Nevada issued \$26,065,000 in General Obligation (Limited Tax) Hospital Refunding Bonds (the 2013 Bonds) with an interest rate of 3.10%, which are collateralized with pledged gross revenues. The proceeds of the bonds were used to: (i) refund \$8,585,000 aggregate principle amount of the County's General Obligation Hospital Improvement and Refunding Bonds, Series 2003; (ii) refund \$17,920,000 aggregate principle amount of the County's General Obligation Hospital Refunding Bonds, Series 2007; (iii) pay the cost of issuing the 2013 Bonds. As a result, the previously outstanding refunded bonds are considered to be defeased and the liabilities for those bonds have been extinguished. The aggregate difference in debt service between the refunded debt and the refunding debt was \$125,000. As a result of the advance refunding, the Hospital reduced its total debt service requirements by \$2,884,644 which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$2,455,999. The issuance of the 2013 Bonds resulted in a deferred loss of \$513,998, which will be amortized over the life of the new bonds. Principal and interest of the 2013 Bonds are due semiannually on March 1st and September 1st. All required payments on the bonds are guaranteed by Clark County, Nevada in the event that the Hospital is unable to make required payments. The Bonds mature in fiscal 2024.

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7. Long-term Debt (continued)

The Hospital's general obligation bond ordinances contain the usual and customary covenants associated with such bonds. Management believes it is in compliance with all such covenants.

The Tax Reform Act of 1986 imposes an arbitrage rebate requirement with respect to bonds issued by the County. Under this act, an amount may be required to be rebated to the United States Treasury, so that all interest on the bonds qualifies for exclusion from gross income for federal income tax purposes. The Hospital is current on all required arbitrage payments. As of June 30, 2023 and 2022, there is no estimated potential arbitrage liability.

Scheduled principal and interest payments required to maturity on long-term debt at June 30, 2023, were as follows:

	Principal	Interest	Total
2024	\$ 6,565,000	\$ 101,758	\$ 6,666,758
	<u>\$ 6,565,000</u>	<u>\$ 101,758</u>	<u>\$ 6,666,758</u>

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8. Other long-term Liabilities

Operating Leases

The Hospital has operating leases with lease terms shorter than one year or leases not subject to GASB Statement No.87 presentation. Operating leases primarily consist of medical and office equipment used in Hospital operations, as well as other occupancy costs such as common area maintenance and utilities related to real property leases for off-campus outpatient clinic and business office facilities.

Total rent expense under all operating leases was \$2,167,458 and \$2,450,132 in fiscal 2023 and 2022, respectively. Future commitments under operating leases extending beyond June 30, 2023, were as follows:

FY 2024	\$	717,668
FY 2025		841,180
FY 2026		652,331
FY 2027		412,279
FY 2028		250,932
FY 2029 and after		<u>27,399</u>
Grand total	\$	<u><u>2,901,789</u></u>

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8. Other long-term Liabilities (continued)

The Hospital as Lessee

As of June 30, 2023 University Medical Center of Southern Nevada has 12 lessee financing leases for buildings and 15 lessee financing leases for equipment.

Buildings are leased primarily for cash flow management purposes while equipment is leased primarily to have access to the latest technology.

The 12 lessee building leases have terms ranging from three years to twenty years. All building leases have monthly payments with three of the building leases having fixed payments throughout the lease term while the remaining nine have annual increases ranging from 1.7% to 5.0%. The value of the right-to-use assets and lease payable for buildings as of June 30, 2023 was \$31,471,360 and \$20,676,692, respectively, with accumulated amortization for buildings of \$11,431,174.

The 15 lessee equipment leases have terms ranging from one year to five years. All equipment leases have fixed monthly payments except for one that has quarterly payments. The value of the right-to-use assets and lease payable for equipment as of June 30, 2023 was \$10,330,874 and \$4,611,981, respectively, with accumulated amortization of \$5,737,435.

The future principal and interest lease payments for buildings as of June 30, 2023, were as follows:

Fiscal Year				
Ending June 30	Principal	Interest	Total	
2024	\$ 4,082,943	\$ 515,419	\$ 4,598,362	
2025	4,034,638	495,126	4,529,764	
2026	1,959,208	393,428	2,352,636	
2027	1,631,505	337,356	1,968,861	
2028	1,275,243	277,947	1,553,190	
2029-2033	3,007,630	927,001	3,934,631	
2034-2038	3,276,641	462,274	3,738,915	
2039-2043	1,407,203	101,101	1,508,304	
Total	\$ 20,675,011	\$ 3,509,652	\$ 24,184,663	

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NOTES TO FINANCIAL STATEMENTS
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8. Other long-term Liabilities (continued)

The future principal and interest lease payments for equipment as of June 30, 2023, were as follows:

Fiscal Year					
Ending June 30		Principal		Interest	Total
	2024	\$ 2,329,243	\$	74,945	\$ 2,404,188
	2025	1,299,621		37,587	1,337,208
	2026	1,144,698		30,797	1,175,495
Total		<u>\$ 4,773,562</u>	<u>\$</u>	<u>143,329</u>	<u>\$ 4,916,891</u>

The Hospital as Lessor

As of June 30, 2023, the Hospital has one lessor financing lease for buildings. Building space is leased out for academic medical education and research purposes. The lease is with the University of Nevada, Las Vegas, School of Medicine. The current lease term is five years with monthly payments and annual increases of approximately 3%. Total amount of revenue (lease and interest) recognized in FY 2023 is \$761,864 and the lease receivable at June 30, 2023 associated with these building leases is \$728,983.

The Hospital recognized a deferred inflow of resources associated with the lease of \$709,481 at June 30, 2023 that will be recognized as revenue over the remainder of the lease terms.

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8. Other long-term Liabilities (continued)

The future principal receipts and interest revenue for buildings as of June 30, 2023, were as follows:

Fiscal Year Ending June 30	Principal Receipt	Interest Revenue	Total
2024	\$ 545,282	\$ 16,358	\$ 561,640
2025	183,700	5,511	189,211
After	-	-	-
Totals	\$ 728,982	\$ 21,869	\$ 750,851

Subscription-Based Information Technology Arrangements

As of June 30, 2023, the Hospital has 78 subscription based information technology arrangements. The terms range from one to five years and implicit interest rates range from 1.68% to 8.0%.

The future principal payments and interest payments for subscription based information technology arrangements as of June 30, 2023, were as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2024	\$ 6,313,000	\$ 269,619	\$ 6,582,619
2025	4,208,573	146,882	4,355,455
2026	2,593,817	64,111	2,657,928
2027	929,482	17,907	947,389
2028	231,297	4,408	235,705
After	-	-	-
Total	\$ 14,276,169	\$ 502,927	\$ 14,779,096

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8. Other long-term Liabilities (continued)

Liability Insurance

The Hospital is exposed to various risks of loss related to theft of, damage to and destruction of assets, errors and omissions, injuries to employees and patients, and natural disasters. These risks are covered by the Hospital's self-insured professional and general liability insurance policy, commercial insurance purchased from independent third parties, and the County's worker's compensation program. Settled claims have not exceeded commercial insurance coverage in any of the past three fiscal years.

On January 20, 1987, the Board approved self-insured professional and general liability and workers' compensation insurance programs. In lieu of maintaining insurance coverage, the Board created the professional and general liability fund and the workers' compensation fund. The Hospital has accrued an undiscounted liability for estimated future settlements and claims losses for professional liability, general liability, and workers' compensation using its best estimate of these losses in accordance with actuarially determined amounts. Included in internally designated restricted assets, the Hospital has funded \$16,255,402 and \$15,686,622 at June 30, 2023 and 2022, of the accrued professional and general liability of \$12,354,846 and \$13,874,305, respectively. In the opinion of management, there are no claims or lawsuits asserted or unasserted that would not be adequately covered by insurance and/or the professional and general liability accrual.

A summary of changes in the self-insurance liability during fiscal 2023 and 2022 were as follows:

2023

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	\$ 13,874,305	\$ (1,124,619)	\$ (394,840)	\$ 12,354,846	\$ 2,965,076
Workers' compensation	5,283,342	1,800,691	(2,246,943)	\$ 4,837,090	3,425,090
	<u>\$ 19,157,647</u>	<u>\$ 676,072</u>	<u>\$ (2,641,783)</u>	<u>\$ 17,191,936</u>	<u>\$ 6,390,166</u>

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8. Other long-term Liabilities (continued)

2022

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	\$ 12,285,224	\$ 2,530,487	\$ (941,406)	\$ 13,874,305	\$ 3,069,123
Workers' compensation	6,757,712	1,016,109	(2,490,479)	\$ 5,283,342	3,871,342
	<u>\$ 19,042,936</u>	<u>\$ 3,546,596</u>	<u>\$ (3,431,885)</u>	<u>\$ 19,157,647</u>	<u>\$ 6,940,465</u>

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9. Related Party Transactions

The Hospital receives payments from the County under a contractual arrangement to provide care for qualifying indigent and emergency care. For the years ended June 30, 2023 and 2022, the Hospital received \$1,851,856 and \$1,696,203, respectively, for such care. Amounts received for qualifying indigent and emergency care are included in net patient revenues in the fiscal year the services are rendered.

The County charges for legal and financial services provided to the Hospital. The Hospital recorded costs of \$851,817 and \$888,075 for these services during fiscal 2023 and 2022, respectively. At June 30, 2023 and 2022, there were no non-interest bearing amounts due to the County for such services.

The Hospital is billed by the County for its portion of self-insurance premiums for health, dental, and vision insurance. Since the Hospital is affiliated with the County, this liability is reported in the due to related party line on the statement of net position.

A summary of changes in related party liability balances during fiscal 2023 and 2022 follows:

<u>2023</u>	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	\$ 879,024	\$ 3,369,940	(3,000,000)	\$ 1,248,964
Clark County Automotive	2,400	125,437	(127,837)	-
Clark County Enterprise/Physical	(4,460)	(88,309)	112,516	19,747
Clark County Treasurer	(139)	65,207	(65,068)	-
Clark County Self -Funded	5,581,750	58,249,653	(46,782,703)	17,048,700
	<u>\$ 6,458,575</u>	<u>\$ 61,721,928</u>	<u>\$ (49,863,092)</u>	<u>\$ 18,317,411</u>
<u>2022</u>	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	\$ 578,653	\$ 3,300,371	(3,000,000)	\$ 879,024
Clark County Automotive	2,400	91,254	(91,254)	2,400
Clark County Enterprise/Physical	(10,124)	96,678	(91,014)	(4,460)
Clark County Treasurer	(138,873)	69,941	68,793	(139)
Clark County Self -Funded	6,078,341	39,218,739	(39,715,330)	5,581,750
	<u>\$ 6,510,397</u>	<u>\$ 42,776,983</u>	<u>\$ (42,828,805)</u>	<u>\$ 6,458,575</u>

10. Employee Benefits Plans

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Retirement Plan

Substantially all of the Hospital's employees are participants in a retirement plan (the Plan) that is part of the Public Employees' Retirement System (PERS) for public employees in the State. The Plan was established on July 1, 1948, by the Legislature and is governed by the Public Employees' Retirement Board whose seven members are appointed by the Governor. All public employees who meet certain eligibility requirements may participate in the Plan. The Plan is a cost sharing, multiple-employer, defined benefit plan of PERS.

The Hospital does not exercise any control over the Plan and NRS 286.110 states, "Respective participating public employers are not liable for any obligation of the system." Benefits, as required by State Statute, are determined by the number of years of credited service at the time of retirement and the participants' highest average compensation in any 36 consecutive months. Benefit payments to which participants may be entitled under the Plan include pension benefits, disability benefits, and death benefits.

Monthly benefit allowances for regular participants are computed at 2.25% (on or after July 1, 2015), 2.5% (January 1, 2010 – June 30, 2015), 2.67% (July 1, 2001 – December 31, 2009), and 2.5% (prior to July 1, 2001) of average compensation (average of 36 consecutive months of highest compensation) for each credited year of service prior to retirement up to a maximum of 90% of the average compensation for employees entering the system prior to July 1, 1985, and 75% for those entering after that date. The Plan offers several alternatives to the unmodified service retirement benefit which, in general, allows the retired employee to accept a reduced service retirement benefit payable monthly during the employee's life and various optional monthly payments to a named beneficiary after the employee's death. Regular members entering the system prior to January 1, 2010 are eligible for retirement benefits at age 65 with 5 years of service, at age 60 with 10 years of service or at any age with 30 years of service. Regular members entering the system on or after January 1, 2010 are eligible for retirement benefits at age 65 with 5 years of service, or age 62 with 10 years of service or at any age with 30 years of service. Regular members entering the system on or after July 1, 2015 are eligible for retirement benefits at age 65 with 5 years of service, at age 62 with 10 years of service or at age 55 with 30 years of service or at any age with 33 1/3 years of service.

NRS 286.410 establishes the required contribution rates and provides for yearly increases until such time as the actuarially determined unfunded liability of the Plan is reduced to zero. The Hospital is obligated to contribute all amounts due under the Plan. The contribution rate, based on covered payroll, was 29.75%, 29.75%, and 29.25% for each of three years ended June 30, 2023, 2022, and 2021, respectively.

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NOTES TO FINANCIAL STATEMENTS
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10. Employee Benefits Plans (continued)

The Hospital's contributions to the Plan for the years ended June 30, 2023, 2022, 2021, and 2020, were \$91,032,509, \$76,822,819, \$72,035,693, and \$76,411,113, respectively, and were equal to the required contributions for each fiscal year. At June 30, 2023, 2022, 2021, and 2020, accrued compensation and benefits include \$12,110,387, \$10,438,135, \$9,349,371, and \$10,263,391, respectively, due to PERS.

An annual report containing financial statements and required information for the Plan may be obtained by writing to PERS, 693 West Nye Lane, Carson City, Nevada 89703-1599 or by calling (775) 687-4200.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension Liabilities

At June 30, 2023, the Hospital reported a liability of \$630,420,958 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 20, 2022, the Hospital's proportion was 3.49 percent.

At June 30, 2022, the Hospital reported a liability of \$313,924,210 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 20, 2021, the Hospital's proportion was 3.44 percent.

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10. Employee Benefits Plans (continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2023, the Hospital recognized pension expense increase of \$59,316,696. At June 30, 2023, the Hospital reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 80,981,967	\$ -
Changes in proportion	13,535,029	31,819,045
Differences between expected and actual experience	81,629,100	450,356
Net difference between projected and actual investment earnings on pension plan investments	7,691,527	-
Hospital contributions subsequent to the measurement date	45,516,254	-
Total	<u>\$ 229,353,877</u>	<u>\$ 32,269,401</u>

\$45,516,254, reported as deferred outflows of resources related to pensions resulting from Hospital employer contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2024.

Other amounts reported as deferred outflows of resources and (deferred inflows) of resources related to pensions will be recognized in pension expense as follows:

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10. Employee Benefits Plans (continued)

Year ended June 30	Amount
2024	\$ 24,555,439
2025	19,460,799
2026	14,849,527
2027	81,071,552
2028 and after	11,630,904
	<u>\$ 151,568,221</u>

Actuarial Assumptions

The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Investment rate of return	7.25%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service, Rates include inflation and productivity increases
Other assumptions	Same as those used in the June 30, 2022 funding actuarial valuation

The actuarial assumptions used in the June 30, 2022, valuation were based on the results of the experience study covering the period from July 1, 2016, to June 30, 2020.

The discount rate used to measure the total pension liability was 7.25%, 7.25%, 7.50%, and 7.50% as of June 30, 2022, 2021, June 30, 2020, and June 30, 2019, respectively. The projection of cash flow used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on the assumption, the pension plans' fiduciary net position at June 30, 2022, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension

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10. Employee Benefits Plans (continued)

Plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2022, June 30, 2021, June 30, 2020, and June 30, 2019.

The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Geometric Expected Real Rate of Return*
U.S. stocks	42%	5.50%
International stocks	18%	5.50%
U.S. bonds	28%	0.75%
Private markets	12%	6.65%
Total	100%	

*As of June 30, 2022, PERS' long-term inflation assumption was 2.50%

Pension Liability Discount Rate Sensitivity

The following presents the net pension liability of the Hospital as of June 30, 2022, calculated using the discount rate of 7.25%, as well as what the Hospital's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current discount rate:

	1% Lower (6.25%)	Discount Rate (7.25%)	1% Higher (8.25%)
Hospital's proportionate share of the net pension liability	\$ 967,902,396	\$ 630,420,958	\$ 351,948,133

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10. Employee Benefits Plans (continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Annual Comprehensive Financial Report, available on the PERS website (www.nvpers.org).

Deferred Compensation Plan

The Hospital offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Hospital does not exercise any control over the assets of the deferred compensation plan. The deferred compensation plan, available to all Hospital employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Postemployment Benefits Other Than Pensions (OPEB)

Plan Description: The Hospital subsidizes eligible retirees' contributions to the Public Employees' Benefits Plan (PEBP), a non-trust, agent multiple-employer defined benefit postemployment healthcare plan administered by the State of Nevada. NRS 287.041 assigns the authority to establish and amend benefit provisions to the PEBP nine-member board of trustees. The plan is now closed to future retirees, however, district employees who previously met the eligibility requirement for retirement within the Nevada Public Employee Retirement System had the option upon retirement to enroll in coverage under the PEBP with a subsidy provided by the Health District as determined by their number of years of service. The PEBP issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employee's Benefits Program, 901 S. Stewart Street, Suite 1001, Carson City, NV, 89701, by calling (775) 684-7000, or by accessing the website at www.pebp.state.nv.us/informed/financial.htm.

The Retiree Health Program Plan (RHPP) is a non-trust, single-employer defined benefit postemployment healthcare plan administered by Clark County, Nevada. Retirees may choose between Clark County Self-Funded Group Medical and Dental Benefits Plan (Self-Funded Plan) and a health maintenance organization (HMO) plan.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

10. Employee Benefits Plans (continued)

Benefits Provided

PEBP plan provides medical, dental, prescription drug, Medicare Part B, and life insurance coverage to eligible retirees and their spouses. Benefits are provided through a third-party insurer. RHPP provides medical, dental, prescription drug, and life insurance coverage to eligible active and retired employees and beneficiaries. Benefit provisions are established and amended through negotiations between the respective unions and the Health District.

Employees Covered by Benefit Terms

At June 30, 2023, the following employees were covered by the benefit terms:

	PEBP	RHPP	Total all Plans
Inactive employees or beneficiaries currently receiving benefit payments	221	702	923
Active employees	-	3,078	3,078
Covered spouses	-	188	188
Total	221	3,780	4,001

As of November 1, 2008, PEBP was closed to any new participants.

Total OPEB Liability

The Hospital total OPEB liability of \$200,161,059 was measured as of June 30, 2022, and was determined by an actuarial valuation as of that date.

Changes in the Total OPEB Liability

	PEBP	RHPP	Total OPEB Liability
Balance recognized at June 30, 2022	\$ 19,969,779	\$ 195,408,559	\$ 215,378,338
Changes Recognized for the Fiscal Year			
Service Cost	-	8,833,263	8,833,263
Interest cost	423,836	4,382,094	4,805,930
Differences between expected and actual experience	(4,823,125)	36,194,916	31,371,791
Changes in assumptions or other inputs	(2,163,355)	(54,635,189)	(56,798,544)
Benefit payments	(695,509)	(2,734,210)	(3,429,719)
Net Changes	(7,258,153)	(7,959,126)	(15,217,279)
Balance recognized at June 30, 2023	\$ 12,711,626	\$ 187,449,433	\$ 200,161,059

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

10. Employee Benefits Plans (continued)

Actuarial assumptions and other inputs: The total OPEB liability for all plans as of June 30, 2023 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Salary increases rate	3.0% per annum
Discount rate	3.54%
Health care cost trend rate:	
Pre-Medicare Medical and Rx Benefits	Select: 6.5%, ultimate: 4.0%
Medicare Benefits	Select: 5.5%, ultimate: 4.0%
Administrative Fees/Dental	Select: 4.0%, ultimate: 4.0%
Per Capita Health Claim Cost:	
PPO	\$10,736 at age 60; \$7,117 at age 70; \$14,054 at age 70 with no Medicare
EPO	\$10,868 at age 60; \$7,205 at age 70; \$14,227 at age 70 with no Medicare

Post-Retirement Mortality Rates:

Pub-2010 headcount weighted base mortality table, projected generationally using Scale MP-2021, applied on a gender-specific and job class basis (teacher, safety, or general, as applicable).

Key Assumption Changes Since the Prior Valuation

- The discount rate was updated from 2.16% to 3.54%
- The Nevada PERS retirement and termination rates were updated to the rates from the 2021 Experience Study and Review of Actuarial Assumptions.
- The mortality projection scale was updated from MP-2020 to MP-2021 to reflect the Society of Actuaries' recent mortality study.

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the Hospital, as well as what the Hospital's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.54 percent) or 1 percentage point higher (4.54 percent) than the current discount rate:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

10. Employee Benefits Plans (continued)

	1% Decrease 2.54%	Discount Rate 3.54%	1% Increase 4.54%
PEBP	\$ 14,272,000	\$ 12,712,000	\$ 11,413,000
RHPP	225,576,000	187,449,000	157,657,000
Total OPEB Liability	<u>\$ 239,848,000</u>	<u>\$ 200,161,000</u>	<u>\$ 169,070,000</u>

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the Hospital, as well as what the Hospital's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1- percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Trend	1% Increase
PEBP	\$ 11,467,000	\$ 12,712,000	\$ 13,957,000
RHPP	155,601,000	187,449,000	229,083,000
Total OPEB Liability	<u>\$ 167,068,000</u>	<u>\$ 200,161,000</u>	<u>\$ 243,040,000</u>

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the Hospital recognized OPEB expense reduction of \$6,675,650. The breakdown by plan is as follows:

	PEBP	RHPP	Total OPEB Total All plans
OPEB Expense	\$ (6,562,644)	\$ (113,006)	\$ (6,675,650)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

10. Employee Benefits Plans (continued)

At June 30, 2023, the Hospital reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

		Deferred Outflows of Resources	Deferred Inflows of Resources
PEBP			
	Contributions made in fiscal year ending 2023 after July 1, 2022 measurement date	\$ 675,127	\$ -
Total PEBP		\$ 675,127	\$ -
RHPP			
	Differences between expected and actual experience	\$ 33,620,653	\$ 79,057,045
	Changes of assumptions or other inputs	30,473,332	76,117,587
	Contributions made in fiscal year ending 2023 after July 1, 2022 measurement date	4,121,317	-
Total RHPP		\$ 68,215,302	\$ 155,174,632
Total All Plans			
	Differences between expected and actual experience	\$ 33,620,653	\$ 79,057,045
	Changes of assumptions or other inputs	30,473,332	76,117,587
	Contributions made in fiscal year ending 2023 after July 1, 2022 measurement date	4,796,444	-
Total All Plans		\$ 68,890,429	\$ 155,174,632

The amount of \$4,796,444 reported as deferred outflows of resources related to OPEB from Hospital contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year ending June 30,	RHPP
2024 \$	(13,328,363)
2025	(13,328,363)
2026	(10,646,411)
2027	(9,096,623)
2028	(9,096,623)
Thereafter	(35,584,267)
	<u>\$ (91,080,650)</u>

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

11. Commitments and Contingencies

Litigation

The Hospital is involved in litigation and regulatory investigations arising in the ordinary course of business. The Hospital does not accrue for estimated future legal and defense costs, if any, to be incurred in connection with outstanding or threatened litigation and other disputed matters, but rather records such as period costs when services are rendered.

HIPAA

The Health Insurance Portability and Accountability Act ("HIPAA") was enacted on August 21, 1996, to assure health insurance portability, reduce healthcare fraud and abuse, guarantee security and privacy of health information, and enforce standards for health information. Effective August 2009, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") was introduced imposing notification requirements in the event of certain security breaches relating to protected health information. Organizations are subject to significant fines and penalties if found not to be compliant with the provisions outlined in these laws and accompanying regulations.

Cyber Security Incident

During June 2021 the Hospital's cyber security team recognized suspicious activity on the Hospital's computer network and responded by immediately restricting external access to its computer servers. The Hospital worked with law enforcement and cyber-security professionals to investigate this activity. Based upon this investigation, the Hospital believes cybercriminals accessed a server used to store data. This type of attack has become increasingly common in the health care industry, with hospitals across the world experiencing similar situations. The cyber-attack and internal response did not result in disruptions to patient care of the Hospital's clinical systems.

Although the Hospital has no reason to believe cybercriminals accessed any clinical systems, in accordance with applicable federal regulations, the Hospital notified patients and employees that their personal information may be at risk. The Hospital provided patients and staff with access to complimentary identity protection and credit monitoring services and contacted patients and staff directly to provide information about how to access the complimentary services.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

11. Commitments and Contingencies (continued)

As of June 30, 2021, a \$5.0 million liability was accrued for potential future expense related to this incident. As of the date of this report, a total of \$1,551,236 in expense related to the Cyber Security Incident has been incurred since June 30, 2021, in addition to a \$1.0 million reduction on accrued liability, leaving \$2.4 million as liability as of June 30, 2023.

Subsequent to June 30, 2021, there were two class action lawsuits filed against the Hospital as a result of the cyber incident. The Hospital removed both cases to federal court and filed a motion to dismiss in both cases. One Judge essentially denied the motion in one of the lawsuits, and both cases were remanded back to state court before the second motion to dismiss was ruled upon. UMC will soon re-file both motions in each case or in a single case if both cases are consolidated, as is expected. The liability related to these class action lawsuits is not probable or estimable at the time the financial statements are available to be issued, and as such, the Hospital cannot predict whether it will have a material impact on the financial statements.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2023 AND 2022

12. New Accounting Pronouncements

The Hospital has retroactively implemented GASB Statement Number 96, Subscription-based information technology arrangements (SBITAs) (GASB 96) effective for the Hospital's fiscal year beginning July 1, 2021. GASB 96 establishes a single model for an accounting based on the foundational principle that right-to-use subscription are financings of the right-to-use subscription asset. Under GASB 96, the Hospital is required to recognize a right-to-use liability and an intangible right-to-use asset, thereby enhancing the relevance and consistency of information about right-to-use activities.

The effects of reporting GASB 96 in the Hospital's financial statements for the year ended June 30, 2022 are as follows:

	As Previously Reported	Effect of Adoption of GASB 96	As Restated
Assets			
Prepaid expenses and other	\$ 8,118,994	\$ (898,010)	\$ 7,220,984
Subscription assets, net	-	11,157,507	11,157,507
Total assets	733,596,170	10,259,497	743,855,667
Liabilities			
Current portion of subscription payable	-	4,246,451	4,246,451
Total current liabilities	157,708,904	4,246,451	161,955,355
Subscription payable, net of current portion	-	4,861,401	4,861,401
Total liabilities	769,095,225	9,107,852	778,203,077
Net Position	\$ (225,536,352)	\$ 1,151,644	\$ (224,384,708)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

**Employee Benefit Retirement Plan
Net Pension Liability
Required Supplementary Information**

Schedule of the Hospital's Proportionate Share of the Net Pension Liability
Public Employees' Retirement System of Nevada
(Amounts Were Determined as of 6/30 of Each Prior Fiscal Year)*

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Hospital's proportion of net pension liability (%)	3.49%	3.44%	3.66%	3.82%	3.76%	3.58%	3.49%	3.47%	3.60%
Hospital's proportionate share of net pension liability	\$ 630,420,958	\$ 313,924,210	\$ 510,283,540	\$ 521,536,183	\$ 512,951,016	\$ 476,011,834	\$ 469,010,768	\$ 397,580,372	\$ 375,191,289
Hospital's covered-employee payroll	\$ 307,612,768	\$ 258,994,712	\$ 247,058,515	\$ 263,088,842	\$ 264,122,683	\$ 250,244,531	\$ 230,360,225	\$ 213,368,871	\$ 208,421,960
Hospital's proportionate share of net pension liability as a percentage of its covered-employee payroll	204.94%	121.21%	206.54%	198.24%	194.21%	190.22%	203.60%	186.33%	180.02%
Plan fiduciary net position as a percentage of total pension liability	75.12%	86.51%	77.04%	76.46%	75.24%	74.40%	72.20%	75.10%	76.30%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10 year trend is compiled, Hospital should present information for those years for which information is available.

* The amounts are determined from the prior fiscal year for the current reporting year.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

Employee Benefit Retirement Plan
Note to Required Supplementary Information

Schedule of Hospital's Contributions
Public Employees' Retirement System of Nevada
(Amounts Were Determined as of 6/30 Prior Fiscal Year)

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Statutorily required contributions	\$ 45,516,255	\$ 38,411,410	\$ 36,017,847	\$ 38,205,556	\$ 36,785,296	\$ 35,026,725	\$ 31,952,786	\$ 59,262,299	\$ 53,667,927
Contributions in relations to statutorily required contributions	\$ 45,516,255	\$ 38,411,410	\$ 36,017,847	\$ 38,205,556	\$ 36,785,296	\$ 35,026,725	\$ 31,952,786	\$ 59,262,299	\$ 53,667,927
Contributions deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hospital's covered-employee payroll	\$ 307,612,768	\$ 258,994,712	\$ 247,058,515	\$ 263,088,842	\$ 264,122,683	\$ 250,244,531	\$ 230,360,225	\$ 213,368,871	\$ 208,421,960
Contributions as a percentage of covered-employee payroll	14.80%	14.83%	14.58%	14.52%	13.93%	14.00%	13.87%	27.77%	25.75%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10 year trend is compiled, Hospital should present information for those years for which information is available.

Changes of benefit terms: There were no changes of benefit terms in 2023.

Changes of assumptions: There were no changes of benefit assumptions in 2023.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

Other Postemployment Benefits
Required Supplementary Information

Schedules of Changes in the Total OPEB Liability and Related Ratios
For the Year Ended June 30 of Each Prior Fiscal Year

PEBP Plan						
	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	423,836	437,416	712,888	754,777	837,289	752,369
Changes of benefit terms	-	-	-	-	-	-
Difference between actual and expected experience	(4,823,125)	-	(3,738,844)	-	(6,654)	50,232
Changes of assumptions or other inputs	(2,163,355)	94,725	3,217,101	941,195	(4,153,809)	(2,555,531)
Benefit payments	(695,509)	(709,878)	(823,720)	(838,318)	(910,344)	(943,003)
Net Change in Total OPEB Liability	(7,258,153)	(177,737)	(632,575)	857,654	(4,233,518)	(2,695,933)
Total OPEB Liability - Beginning	19,969,779	20,147,516	20,780,091	19,922,437	24,155,955	26,851,888
Total OPEB Liability - Ending	<u>\$ 12,711,626</u>	<u>\$ 19,969,779</u>	<u>\$ 20,147,516</u>	<u>\$ 20,780,091</u>	<u>\$ 19,922,437</u>	<u>\$ 24,155,955</u>
Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A
RHPP						
	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 8,833,263	\$ 8,937,345	\$ 8,093,442	\$ 6,766,369	\$ 17,486,880	\$ 18,335,102
Interest	4,382,094	4,227,380	5,552,088	5,423,405	9,615,301	8,032,804
Changes of benefit terms	-	-	-	-	-	-
Difference between actual and expected experience	36,194,916	-	(6,056,494)	-	(116,492,033)	5,259
Changes of assumptions or other inputs	(54,635,189)	1,687,151	28,178,688	9,761,359	(24,138,375)	(35,408,967)
Benefit payments	(2,734,210)	(3,580,284)	(4,336,810)	(5,236,733)	(3,154,125)	(3,220,455)
Net Change in Total OPEB Liability	(7,959,126)	11,271,592	31,430,914	16,714,400	(116,682,352)	(12,256,257)
Total OPEB Liability - Beginning	195,408,559	184,136,967	152,706,053	135,991,653	252,674,005	264,930,262
Total OPEB Liability - Ending	<u>\$ 187,449,433</u>	<u>\$ 195,408,559</u>	<u>\$ 184,136,967</u>	<u>\$ 152,706,053</u>	<u>\$ 135,991,653</u>	<u>\$ 252,674,005</u>
Covered Payroll	258,994,712	247,058,515	263,088,842	231,341,937	231,341,937	231,533,548
Total OPEB Liability as a Percentage of Covered Payroll	72%	79%	70%	66%	59%	109%

Fiscal year 2018 is the first year of implementation, therefore only six years are shown.

As it becomes available this schedule will ultimately present information for the ten most recent fiscal years.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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Other Postemployment Benefits
Note to Required Supplementary Information

There are no assets accumulated in a trust to pay related benefits.

Changes of Assumptions

With reporting date of June 30, 2023, key assumption changes since the prior valuation were as follows:

- The discount rate was updated from 2.16% to 3.54%.
- The Nevada PERS retirement and termination rates were updated to the rates from the 2021 Experience Study and Review of Actuarial Assumptions.
- The mortality projection scale was updated from MP-2020 to MP-2021 to reflect the Society of Actuaries' recent mortality study.



Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

(No Material Weaknesses Identified, No Significant Deficiencies Identified, No Reportable Instances of Noncompliance or Other Matters Identified)

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

UMC Governing Board
University Medical Center of Southern Nevada
Las Vegas, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the University Medical Center of Southern Nevada (UMC), a component unit of Clark County, Nevada, which comprise UMC's statement of financial position as of June 30, 2023, and the related statements of revenues, expenses, and changes in Net Position, budget to actual comparisons and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 8, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered UMC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of UMC's internal control. Accordingly, we do not express an opinion on the effectiveness of UMC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether UMC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of UMC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering UMC's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BDO USA, P.C.

Las Vegas, NV
November 8, 2023



UMC Governing Board
University Medical Center of Southern Nevada
Las Vegas, Nevada

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the University Medical Center of Southern Nevada's ("UMC"), a component unit of Clark County, Nevada, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the UMC's major federal programs for the year ended June 30, 2023. UMC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, UMC complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of UMC and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of UMC's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to UMC's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on UMC's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the UMC's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding UMC's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the UMC's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the UMC's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BDO USA, P.C.

Las Vegas, Nevada
November 8, 2023

University Medical Center of Southern Nevada
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Assistance Listing Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Provided to Subrecipients</i>	<i>Total Federal Expenditures</i>
Federal Emergency Management Agency (FEMA)				
State of Nevada Division of Emergency Management Building Resilient Infrastructure and Communities 03/24/2022 - 04/23/2024	97.047	EMF-2020-BR-090-0007	-	1,649
Total Federal Emergency Management Agency (FEMA)			-	1,649
U.S. Department of Transportation				
<i>Pass-through programs from Office of Traffic Safety</i>				
UMC Child Passenger Safety Program 10/01/2021 - 09/30/2022	20.616(b)	69A3752130000405BNVH	-	4,710
UMC Child Passenger Safety Program 10/01/2022 - 09/30/2023	20.616(b)	69A3752230000405BNVH 69A3752230SUP405BNVH	-	12,043
Subtotal			-	16,753
Total U.S Department of Transportation			-	16,753
U.S. Department of Health and Human Services				
COVID-19 - Provider Relief Fund General Distribution - Phase 5 01/01/2020 - 06/30/2023	93.498	PRF	-	11,970,194
Subtotal			-	11,970,194
<i>Department of Health and Human Services Direct Programs:</i>				
Strengthening Emergency Care Delivery in the United States Healthcare system through Health Information and Promotion 9/30/2022 - 09/28/2023	93.078	1HITEP220075-01-00	-	36,662
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease 04/01/2022 - 03/31/2023	93.918	H76HA00166-28-01	-	401,693
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease 04/01/2023 - 03/31/2024	93.918	H76HA00166-29-00	-	138,827
Subtotal			-	577,182
<i>Pass-through programs from Clark County, Nevada</i>				
HIV Emergency Relief Project Grants 03/01/2022 - 02/28/2023	93.914	2H89HA06900	-	735,419
HIV Emergency Relief Project Grants 03/01/2023 - 02/29/2024	93.914	2H89HA06900	-	328,557
Subtotal			-	1,063,976
Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States 03/01/2022 - 02/28/2023	93.914	UT8HA33925	-	64,443
Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States 03/01/2023 - 02/29/2024	93.914	UT8HA33925	-	51,914
Subtotal			-	116,357
<i>Pass-through program from The Regents of the University of California, San Francisco</i>				
Western Regional Alliance for Pediatric Emergency Management (WRAP-em) 09/30/2019 - 09/29/2022	93.889	U3REP190616	-	112,680
Subtotal			-	112,680
<i>Pass-through programs from Southern Nevada Health District:</i>				
Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States 02/01/2022 - 07/31/2022	93.940	NU62PS924642	-	313,634
Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States 08/01/2022 - 07/31/2023	93.940	NU62PS924642	-	621,878
Subtotal			-	935,511
Total U.S Department of Health and Human Services			-	14,775,900
Total Expenditures of Federal Awards			\$ -	\$ 14,794,302

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2023

1. Reporting Entity

The Hospital is a blended component unit (enterprise fund) of, owned and operated by, Clark County, Nevada (the County). The reporting entity is defined in Note 1 to the financial statements. The accompanying schedule includes federal financial assistance received directly from federal agencies as well as passed through other government agencies.

2. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of UMC under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts presented in the Schedule may differ from amounts presented in the financial statements. Because the Schedule presents only a selected portion of the operations of UMC, it is not intended to and does not present the financial position, changes in net position or cash flows of UMC.

3. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

4. Indirect Cost Rule

UMC has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

5. Subsequent Event

The Hospital evaluates the impact of subsequent events, which are events that occur after the statement of net position (deficit) date but before the financial statements are issued, for potential recognition in the financial statements as of the statement of net position date. For the year ended June 30, 2023, the Hospital evaluated subsequent events through November 8, 2023, representing the date the accompanying audited financial statements were issued. During these periods the Hospital determined there were no subsequent events that needed to be disclosed.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2023

Section I – Summary of Auditor’s Results

Financial Statements

Type of report the auditor issued on whether
the financial statements audited were prepared
in accordance with GAAP

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

No

Significant deficiencies identified?

None reported

Noncompliance material to financial statements noted?

No

Federal Awards

Internal control over major federal program:

Material weakness(es) identified?

No

Significant deficiencies identified?

None reported

Type of auditor’s report issued on compliance for major federal
program

Unmodified

Any audit findings disclosed that are required to be reported in accordance
with 2 CFR 200.516(a)?

No

Identification of major federal program:

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
----------------------------------	---

93.498	1) COVID-19 - Provider Relief Fund
93.940	2) Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States
93.914	3) HIV Emergency Relief Project Grants and Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B

Dollar threshold used to distinguish between type A and type B programs \$750,000

Auditee qualified as low-risk auditee? No

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2023

Section II – Financial Statement Findings

No matters were identified that were required to be reported.

Section III – Federal Award Findings and Questioned Costs

No matters were identified that were required to be reported.



REPORT TO THOSE CHARGED WITH GOVERNANCE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AUDIT PLANNING:
YEAR ENDING JUNE 30, 2023

Contents

QUICK ACCESS TO THE
FULL REPORT

WELCOME	X
EXECUTIVE SUMMARY	X
APPENDIX	X

The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Board of Directors and Audit Committee) and, if appropriate, management of the Company, and is not intended and should not be used by anyone other than these specified parties.

Welcome

November 7, 2023

Those Charged with Governance
University Medical Center of Southern Nevada

Professional standards require us to communicate with you regarding matters related to the audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. This document provides an overview of our plan for the audit of the financial statements and schedule of expenditures of federal awards of University Medical Center of Southern Nevada (the “Hospital”) as of and for the year ended June 30, 2023, including a summary of the nature, scope, and timing of the planned audit work.

We are pleased to be of service to the Hospital and look forward to discussing our audit plan, as well as other matters that may be of interest to you.

Respectfully,

BDO USA

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms. BDO is the brand name for the BDO network and for each of the BDO Member Firms.



Executive Summary



Responsibilities

BDO USA, P.C., as your auditor, is responsible for forming and expressing an opinion(s) about whether the financial statements and the schedule of expenditures of federal awards that have been prepared by management, with your oversight, are prepared, in all material respects, in conformity with accounting principles generally accepted in the United States of America. In addition, our audit will be conducted in accordance with standards for financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. The engagement letter, a copy of which has been provided to you, includes specific details regarding the auditor's and management's responsibilities.

Audit Strategy

Overall, our audit strategy is to assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design further audit procedures responsive to assessed risks. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. In connection with our audit, we will obtain a sufficient understanding of the Hospital's internal control to plan the audit of the financial statements. However, such understanding is required for the purposes of determining our audit procedures and not to provide any assurance concerning such internal control. In addition, *Government Auditing Standards* require that we also plan and perform the audit to obtain reasonable assurance about whether the Hospital has complied with applicable laws, regulations and the terms and conditions of the federal awards that may have a direct and material effect on each of the Hospital's major federal programs.

We focus on areas with higher risk of material misstatement (whether due to error or fraud). Our audit strategy includes consideration of:

- ▶ prior year audit results together with current year preliminary analytical review, including discussions with management and those charged with governance regarding the Hospital's operations,
- ▶ inherent risk within the Hospital,
- ▶ recent developments within the industry, regulatory environment, and general economic conditions,
- ▶ recently issued and effective accounting and financial reporting guidance,
- ▶ the Hospital's significant accounting policies and procedures, including those requiring significant management judgments and estimates and those related to significant unusual transactions,
- ▶ the control environment and the possibility that the control system and procedures may fail to prevent or detect a material error or fraud,
- ▶ information about systems and the computer environment in which the related systems operate,
- ▶ a continual assessment of materiality thresholds based upon qualitative and quantitative factors affecting the Hospital, and
- ▶ internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures.

The BDOADVANTAGE

At BDO, we are continuously evaluating and improving our methodologies, technologies, and applications to evolve our approach to the audit process.

Our approach to audit technology enriches the experience for our clients, provides better risk assessment and deeper understanding of your business, and contributes to high-quality audits for capital markets.



AUDIT QUALITY



WORKING ON WHAT MATTERS

- ▶ Our automations enable our people to focus on more strategic work. The use of cutting-edge data analytics in our risk-based audit approach enables our auditors to target risks and testing to the critical areas of the audit.

FOCUSED INSIGHT



CLARITY AND COLLABORATION

- ▶ Our project management tools, and global portal, help prevent surprises and provide a snapshot of audit progress.
- ▶ Our teams have access to dedicated user enablement support to provide a smooth client experience.

SEAMLESS AUDIT



PEOPLE AND PROCESS OPTIMIZATION

- ▶ Our engagement level automations, continuous process evaluation, and ongoing improvements help us optimize the workflow and process of the audit. This drives consistency in the execution of the audit.

GREATER PRECISION

The BDOADVANTAGE

The **BDOADVANTAGE**, our digital suite of tools, equips our auditors to perform more effective and robust audits. These tools include communications and project management tools to ensure there are no surprises; automations to help our teams focus on risks; and data analytics that allow our auditors to dive deeper into their risk analysis through use of data visualization, correlation, and comparison. The **BDOADVANTAGE** empowers our audit teams to create more industry-focused client insights with greater precision.

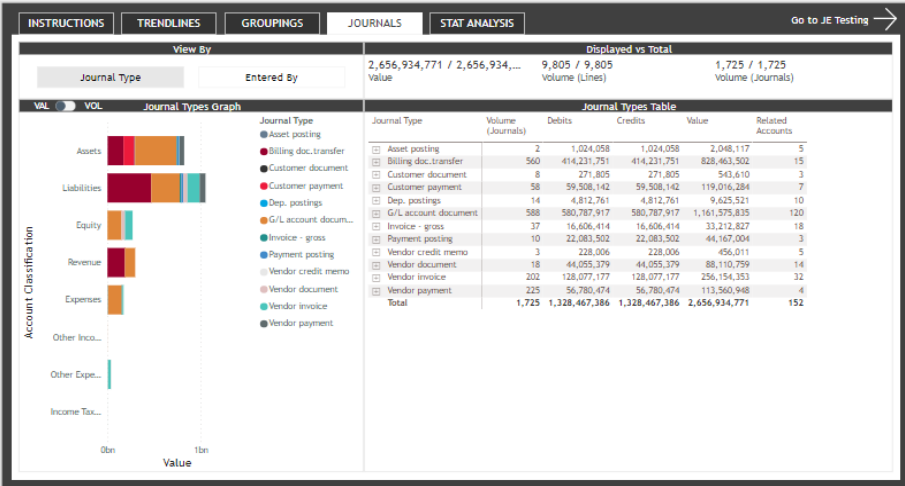
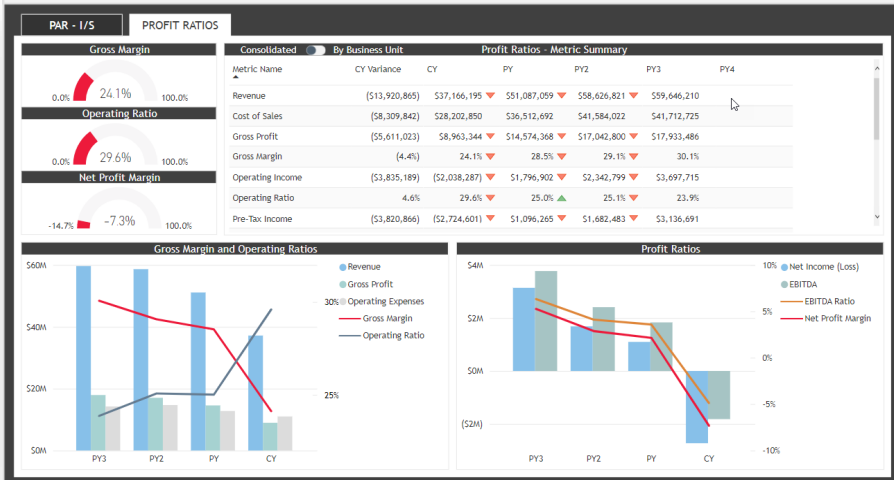
Below are two examples of the **BDOADVANTAGE** technology suite:

PRELIMINARY ANALYTICAL REVIEW & RISK ASSESSMENT

- ▶ Visualizes trends for key performance indicators and summarizes key changes in trial balance activity for a high-level overview of fluctuations.
- ▶ Enhances our overall knowledge of company performance and our understanding of the entity.

JOURNAL ANALYZER

- ▶ Assists with exploring large volumes of transactions within the entity's general ledger for purposes of discovering or analyzing patterns or trends, developing expectations, and identifying areas for further testing.
- ▶ Used to effectively and efficiently perform testing of the entity's journal entries.



Planned Scope

Based upon our initial assessment, our planned scope for the audit is described below:

- ▶ The areas indicated below relate to significant risks identified during our risk assessment procedures and include a brief description of how we propose to address them:
 - Patient receivables and allowances and patient revenue
 - Utilize data analytics to evaluate the value of patient revenues and AR
 - Select a sample of patient accounts for detailed testing
 - Management override of controls
 - Select a sample of journal entries recorded throughout the year
 - Perform a retrospective review over material estimates
 - Single audit in accordance with the Uniform Guidance
 - Select programs to test for compliance
- ▶ Extent to which we plan to use the Hospital's internal auditors in obtaining audit evidence or to provide direct assistance under our supervision:
 - Perform detailed testing over expenses
- ▶ We will plan and perform the audit of the financial statements for the year ended June 30, 2023 in accordance with *Government Auditing Standards*.
- ▶ We will consider the Hospital's internal control over financial reporting as a basis for designing audit procedures for the purpose of expressing our opinion(s) on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control.
- ▶ We will perform tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Planned Scope (Continued)

- ▶ We will plan and perform the audit of the Schedule of Expenditures of Federal Awards (SEFA) for the year ended June 30, 2023, in accordance with GAS and the Uniform Guidance and will issue an in relation to opinion.
- ▶ We will consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.



Detail of Significant Risks & Additional Audit Considerations

Patient Accounts Receivable

CONSIDERATION

- ▶ High risk due to the following factors:
 - ▶ Economic pressures associated with industry conditions and increased competition
 - ▶ Significant estimates and judgments used to calculate allowances

APPROACH

- ▶ Understand and perform detailed walkthrough of the control environment surrounding the recording of receivables and estimation of allowances for doubtful accounts.
- ▶ We will compare the 2023 balances with 2022 and determine if the change appears reasonable and consistent with industry trends.
- ▶ Review UMC basis and process for calculating reserves for bad debts and determine if they are reasonable and calculated consistently with management's reserve policy.
- ▶ Perform testing on the allowance for doubtful accounts in assessing the adequacy of the reserves.
- ▶ Perform various audit procedures, including a hindsight review using computer assisted audit techniques based on a realization of 2023 balances to determine historical trends to support the current year balances; ratio analyses, and detailed review of in-house, discharged not final billed and billed trial balances and aging.
- ▶ Review roll-forward of accounts receivable and perform a test on a representative sample of patient receivable balances to verify the existence of the services provided and the related accounts receivable.
- ▶ Test subsequent cash collections to validate the receivable balances.
- ▶ Perform a retrospective review of prior year allowance and reserve calculations through a review of cash collections and write-offs in the current year.

Patient Revenue

CONSIDERATION

- ▶ High risk due to the following factors:
 - ▶ Reliance on third party payor contracts
 - ▶ Significant estimates and judgments used to calculate allowances

APPROACH

- ▶ Understand and perform detailed walkthrough of the control environment surrounding revenue recognition.
- ▶ Work closely with management to discuss terms for significant transactions, changes in the nature, timing or processing of transactions.
- ▶ Perform a test of transactions for significant revenue streams to determine whether revenue has been appropriately recognized.
- ▶ Perform testing of management's processes for calculation of contractual allowances by payor mix.
- ▶ Test the revenue recorded based on the cash received throughout the year ("cash to revenue proof") and select a sample of underlying cash receipts to ensure proper recording.
- ▶ Select a representative sample from the 2023 patient charges and test balances to billing documentation and medical records to verify the existence and review the charge codes to the Charge Master Index to confirm the billing rate was correct.
- ▶ Perform completeness review by testing transactions after year end to ensure they are recognized in the appropriate period.
- ▶ Perform analytical procedures on key revenue streams.

Overall Audit Timeline

The following represents our anticipated schedule with regard to our audit of the financial statements of the Hospital:

	Sep	Oct	Nov
Planning	✓		
Year-End Fieldwork	✓	✓	✓
Release Reports on Financial Statements			✓



Independence

Our engagement letter to you dated September 7, 2023, describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the Hospital with respect to independence as agreed to by the Hospital. Please refer to that letter for further information.

Audit Firm System of Quality Management

An audit firm's system of quality control (aka system of quality management) is essential to how the firm conducts audits and is in place to protect investors, shareholders and other users of financial statements.

QUALITY MANAGEMENT STANDARDS

In June 2022, the AICPA Auditing Standards Board (ASB) issued the following interrelated standards on audit quality management (collectively, the QM standards), which are designed to improve a CPA firm's risk assessment and audit quality. The effective date of the QM standards is December 15, 2025.

Statement on Quality Management Standards (SQMS) No. 1	Statement on Quality Management Standards (SQMS) No. 2	Statement on Auditing Standards (SAS) No. 146
<i>A Firm's System of Quality Management</i>	<i>Engagement Quality Reviews</i>	<i>Quality Management for an Engagement Conducted in Accordance With Generally Accepted Auditing Standards</i>

BDO has assessed the requirements of the QM standards and has analyzed our firm's current system of quality management to identify changes and improvements necessary for compliance. This includes the identification of quality objectives, quality risks and the assessment of those quality risks, and responses to address those risks. We are further working with BDO Global to appropriately integrate processes deployed at a global level into our firm's system of quality management.

2020 BDO AUDIT QUALITY REPORT

CONTINUING TO BUILD TRUST



We will continue to provide you with updates on our progress. Currently, you may find discussion of BDO's system of quality control within our annual [Audit Quality Reports](#), the most recent of which is accessible [here](#).

Client Service Team

As a matter of policy, we attempt to provide continuity of service to our clients to the greatest extent possible. Where engagement team rotation is necessary, we will discuss this matter with you and determine the appropriate individual to be assigned to the engagement based on particular experience, expertise, and engagement needs.

We are pleased to be of service to the **Hospital** and look forward to answering questions you may have regarding our audit plan as well as other matters that may be of interest to you.

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Use of Other Auditors and Persons Not Employed by BDO USA

BDO Rise Private Limited (BDO RISE India)

Bellandur, Bengaluru, Karnataka, India

Responsibilities include:

- ▶ Perform internal control testing procedures
 - ▶ Perform substantive audit testing in areas such as cash and fixed assets
-

The use of other auditors, outside the core engagement team, including the use of third party-contractors are under the direct supervision of the core engagement team in accordance with applicable auditing standards.



Appendix

Evolving Governance Matters & Communications



Board Priorities for 2023



Recent Center for Audit Quality Resources

What's on the Minds of Corporate Directors Heading Into 2023

Key Takeaways:

- ▶ **Corporate purpose, values and culture** should be intentional, foundational and treated as corporate assets.
- ▶ When **recruiting** leadership, it's as important to focus on "soft skills" (and not just "hard skills"), which can help foster an environment that emphasizes curiosity, compassion and courage.
- ▶ The board is responsible for the oversight of **strategy** established by management. Strategy should be built upon corporate purpose and should dictate all decision-making.
- ▶ **Enterprise risk management** (ERM) is a staple responsibility of board oversight, is unique to each company, and should be viewed through a strategic lens.
- ▶ **Communication and reporting** has shifted to focus on the need for engagement with broader stakeholders. There has been significant scrutiny by investors and the regulatory community on not only financial disclosures, but on the need for fully integrated reporting due to evolving sustainability efforts.



[Click here](#) to view the full publication

Board Committee Priorities for 2023

Audit and Risk Committee

- 1.Evolving oversight of financial reporting and the audit
- 2.Oversight of the enterprise risk management (ERM) function
- 3.Evolving risk such as technology, innovation, cybersecurity, fraud, human capital and macroeconomic factors.

Compensation Committee

- 1.Executive and board compensation considerations
- 2.Human capital oversight
- 3.Stakeholder engagement through communications and reporting

Nominating & Governance Committee

- 1.CEO succession
- 2.Director succession and refreshment
- 3.Governance processes, policies and documentation
- 4.Reporting and disclosure

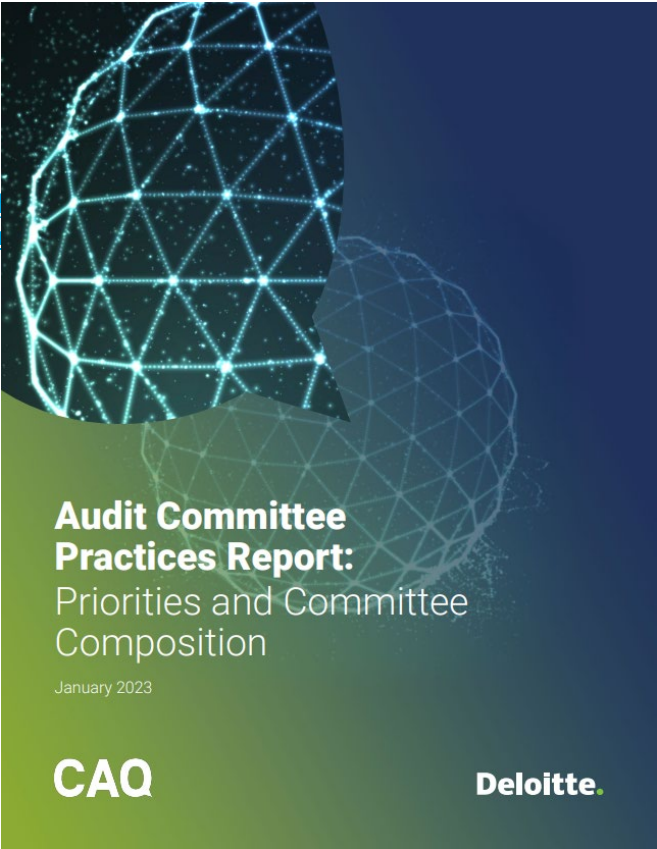


CAQ - Audit Committee Practices Report: Priorities and Committee Composition

Key Takeaways:



**A total of 164 individuals participated in the entire survey (with higher response rates for certain questions, up to a maximum response rate of 181) from predominantly large (80% > \$700 million), U.S.-based public companies.*



[Click here](#) to view the full publication



CAQ - Audit Partner Pulse Survey, Fall 2022

The CAQ's survey asked audit partners at some of the largest firms in the US about what they are observing in the industries they audit in terms of economic health indicators, challenges and risks facing businesses within their sectors, and how those businesses are adjusting their strategies in the current environment.

Key Findings

► Economic Outlook

- More than half (57%) of the partners surveyed hold a pessimistic or very pessimistic outlook on the US economy for the next twelve months, a thirteen-point increase since the [spring of 2022](#) survey.
- Most audit partners expect price increases (73%) and inflation (68%) to persist for the next twelve months.
- The audit partners surveyed categorized inflation (75%), labor shortages (48%), and supply chain impacts (44%) as the top three risks affecting US companies.

► Strategy

- Audit partners indicated that cost management (53%) remains a top priority, focus on talent/labor and growth decreased, while focus on financial performance increased.

► Talent Retention

- According to 85% of the audit partners, business leaders are taking resource scarcity into account when developing their corporate strategies.
- To retain employees, the audit partners reported that businesses are increasing workplace flexibility (66%), increasing compensation (62%) and upskilling their employees (32%).

► Emerging Risk

- Audit partners reported that business leaders are preparing for emerging issues including climate change (59%) and for emerging technologies such as blockchain (63%) in their strategies.



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Current Business Issues and Risk Considerations



ESG Trends



Strategic Resilience in Economic Volatility



Managing Risk

ESG Assurance: A Competitive Differentiator

Sustainability is a powerful force in today's economy. [McKinsey & Company](#) estimates that companies will invest \$5 trillion per year in sustainability by 2025.

What are the key forces driving attention to ESG assurance?

- ▶ Companies all over the world are investing time and money in their ESG efforts and there are many tailwinds behind the growing importance of ESG assurance, including: customers, investors, vendors, competition, regulation and greenwashing prevention.

How should companies prepare for ESG assurance?

- ▶ ESG assurance requires a methodical approach and begins with taking an inventory of the current state of its ESG reporting. This includes items such as:
 - A materiality assessment and determination of metrics that are important to its stakeholders
 - Review of ESG reporting provided by industry peers
 - Consideration of reporting frameworks to be used
 - Establishing management roles and responsibilities
 - Board oversight
 - Adequacy of processes and controls
 - Resource sufficiency



Click [here](#) to view the full

UNITED STATES

ESG and the Inflation Reduction Act of 2022

- ▶ President Biden signed the Inflation Reduction Act (IRA) of 2022 into law in August, which incentivizes ESG investing and earmarks \$369B for climate change and green energy investment over the next 10 years.
- ▶ From an environmental perspective, the IRA extends and enhances many of the existing energy-related tax credits and incentives, including those for:
 - Renewable electricity investment and production
 - Energy storage
 - Carbon capture
 - Production of clean hydrogen
 - Sustainable aviation and biofuels
 - Electric vehicles and charging infrastructure
 - Advanced domestic manufacturing
 - Greenhouse gas reductions
- ▶ The IRA supports social policies, ties many credit amounts to wage and apprenticeship requirements and incentivizes investment in certain low-income and energy communities; targets job creation in the U.S., provides tax credits for domestic manufacturing, allows tax-exempt entities to take advantage of the tax benefits associated with clean energy investments and provides incentives for the use of domestic content; and modifies many of the current energy-related tax credits.



Click [here](#) to read the article

[Learn about base and bonus credit rate structure, credit monetization changes and modifications to nine energy-related tax credits.](#)

Strategic Resilience:

A Framework for Navigating Economic Volatility

- ▶ Rising inflation and interest rates have set a course for economic contraction and no economist can predict the depth or duration of a downturn.
- ▶ Organizations with strong balance sheets, solid operations processes, use of innovation, deployment of appropriate talent and strong growth potential can leverage resilience as a strategy for competitive advantage.
- ▶ By leaning into resilience principles, companies in all stages of business health can find opportunity in economic adversity and accelerate growth coming out of it.



Click [here](#) to view the roadmap

Strategic Resilience:

Navigating Financial Headwinds, Recession or Not

- ▶ Proper planning for a recession can help your company survive and be prepared for growth thereafter.
- ▶ Here are some considerations:
 - Put together cash flow projections to control cash in a variety of recession scenarios. Executive management needs this information in a usable format and a timely manner to enable them to make critical operating and marketing decisions necessary to survive economic difficulties.
 - Implement price increase programs that restore profitability while maintaining customers.
 - Formulate an accounts receivable collection program that is both considerate of customers and effective at bringing in much-needed cash.
 - Rationalize inventory to get product turning at the same or at a better rate than industry peers in order to avoid stockouts while increasing profitable sales.
 - During the Great Recession of 2008, many companies formulated a loan restructuring plan, an action encouraged and embraced by lenders.
 - Despite company management likely spread thin, it's critical to continue implementing the company's strategic plan and to monitor progress.



Click [here](#) to view the full article

Cyber Risk

- ▶ Cybercrime is a serious risk regardless of your organization's industry or size.
- ▶ Error continues to be a dominant trend and is responsible for 14% of breaches.
 - People continue to play a very large role in incidents and breaches.
 - This year, 82% of breaches involved the human element, whether it is the use of stolen credentials, phishing, misuse or simply an error.
- ▶ Ransomware has continued its upward trend with an almost 13% increase (for a total of 25% of breaches) – a rise as big as the past five years combined.

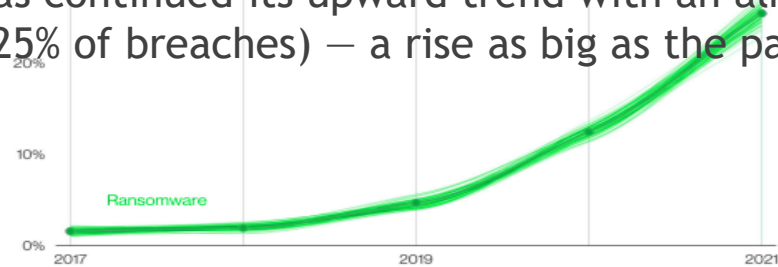
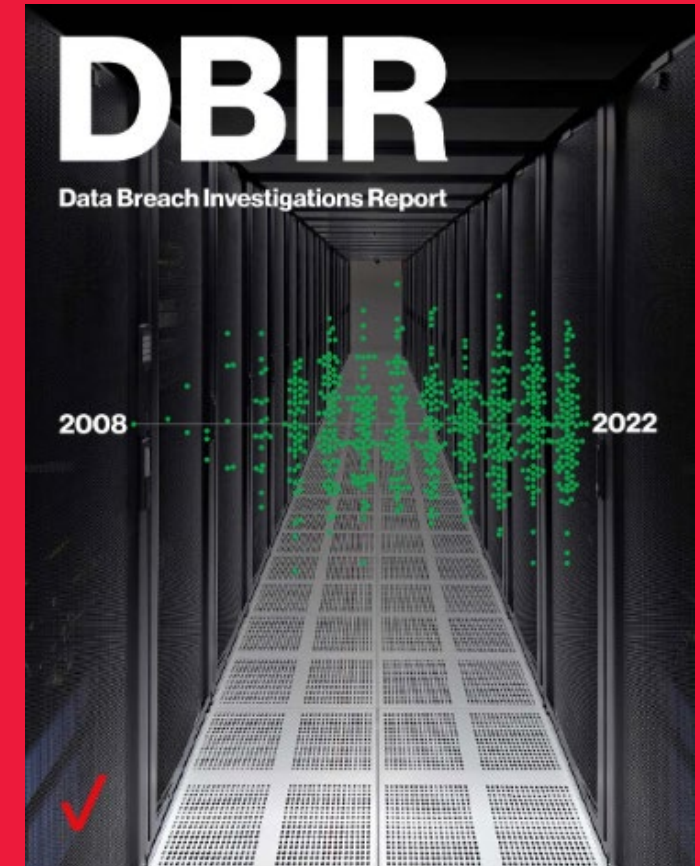


Figure 4. Ransomware over time in breaches

Consider taking BDO's [Cyber Risk Assessment](#)



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Three Top Cloud Security Challenges Facing Companies

- ▶ Here are three of the top cloud security challenges companies face:



1. Managing identity and access authentication.



2. Storing and encrypting sensitive information.



3. Managing security incidents

- ▶ There are various types of attestation services that can assist in managing cloud security:
 - **SOC 2 Report:** This report includes an examination of an organization's internal controls related to security and can also cover availability, processing integrity, confidentiality and privacy. SOC 2 focuses on the company's controls to address a defined set of security and other requirements for services provided to its customers.
 - **ISO Certification:** ISO security and privacy certifications offer validation that your organization's security or privacy program is operating in accordance with international standards. ISO certification tends to be most applicable to companies with a global customer base.
 - **CSA STAR Assessment:** This is a program developed by the Cloud Security Alliance (CSA) based on requirements defined in the Cloud Controls Matrix (CCM). CSA STAR was developed specifically to address cloud security risks and requirements.





Implementation of New GASB Standards

New GASB Standards

Additional new GASB pronouncements include:

- ▶ Statement No. 99, *Omnibus 2022*
- ▶ Statements No. 100, *Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62*
- ▶ Statements No. 101, *Compensated Absences*

GASB Statement No. 99, Omnibus 2022

Effective Dates	Date per Pronouncement
	Effective as Noted Below

- ▶ This Statement address practice issues identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees.
- ▶ Effective Upon Statement Issuance - April 2022:
 - Extension of the period during which LIBOR is considered an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap that hedges the interest rate risk of taxable debt
 - Accounting of benefits distributed as part of the Supplemental Nutrition Assistance Program (SNAP)
 - Disclosures related to nonmonetary transactions
 - Pledges of future revenues when resources are not received by the pledging government
 - Clarification of provisions of Statement No. 34 related to the focus of the government-wide financial statements
 - Updates to terminology used in Statement No. 53 to refer to resource flow statements and to certain provisions in Statement No. 63
- ▶ Effective for Fiscal Years Beginning After June 15, 2022:
 - Determination of lease term and classification of leases as short-term in accordance with Statement No. 87
 - Clarification related to the determination of Public-Private Partnerships (PPP) term and recognition and measurement of installment payments and the transfer of PPP assets under Statement No. 94
 - Clarification of the provisions of Statement No. 96 related to Subscription Based Information Technology Arrangements (SBITA) term, classification of short-term SBITA, and recognition and measurement of a subscription liability
- ▶ Effective for Fiscal Years Beginning After June 15, 2023:
 - A government extending an exchange or exchange-like financial guarantee should recognize a liability and expense/expenditure related to the guarantee when qualitative factors and historical data indicate that it is more likely than not a government will be required to make a payment related to the guarantee. Statement No. 99 excludes guarantees related to special assessment debt, financial guarantee contracts within the scope of Statement No. 53, or guarantees related to conduit debt obligations.
 - Requirements related to the classification and reporting of derivative instruments within the scope of Statement No. 53 that do not meet the definition of an investment or hedging derivative instrument

GASB Statement No. 100, Accounting Changes and Error Corrections - an amendment of GASB Statement No. 62

Effective Dates	Date per Pronouncement
	Fiscal Years Beginning After 6/15/2023

- ▶ This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes.
- ▶ As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability.
- ▶ This Statement also addresses corrections of errors in previously issued financial statements.
- ▶ This Statement requires that:
 - changes in accounting principles and error corrections be reported retroactively by restating prior periods,
 - changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and
 - changes in accounting estimates be reported prospectively by recognizing the change in the current period.
- ▶ The requirements of this Statement for changes in accounting principles apply to the implementation of a new pronouncement in absence of specific transition provisions in the new pronouncement.
- ▶ Statement No. 100 requires that the aggregate amount of adjustments to and restatements of beginning net position, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.
- ▶ This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated.
- ▶ Statement No. 100 also addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). For periods that are earlier than those included in the basic financial statements, information presented in RSI or SI should be restated for error corrections, if practicable, but not for changes in accounting principles.

GASB Statement No. 101, *Compensated Absences*

Effective Dates	Date per Pronouncement
	Fiscal Years Beginning After 12/15/2023

- ▶ This Statement requires that liabilities for compensated absences be recognized for leave that has not been used and leave that has been used but not yet paid in cash or settled through noncash means.
- ▶ Requires recognition of a liability for leave that has not been used if:
 - the leave is attributable to services already rendered,
 - the leave accumulates, and
 - the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.
- ▶ Leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.
- ▶ Statement No. 101 requires that a liability for certain types of compensated absences, including parental leave, military leave, and jury duty leave, not be recognized until the leave commences.
- ▶ In addition, this Statement requires that for specific types of compensated absences, a liability not be recognized until the leave is used.
- ▶ This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee’s pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.
- ▶ With respect to financial statements prepared using the current financial resources measurement focus, Statement No. 101 requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources.
- ▶ Statement No. 101 amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences.



Industry Resources

BDO Center for Corporate Governance

Equipping boards with valuable resources to address growing responsibilities.

[BDO's Center for Corporate Governance](#) recognizes board members need easy access to comprehensive information and insights they can rely on. Corporate governance and related risks and opportunities is an evolving landscape encompassing a variety of issues and requires subject matter experts who engage regularly with stakeholders - including regulators, management, board members and thought leaders - and share information directly with client management teams, the board and its committees. Whether you are new to board service, assuming a new role or a seasoned director who wants to remain up to date, we have you covered.

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- ▶ External governance community resources



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ESG: Better Planet. Better Society. Better Business.

As ESG takes center stage in a rapidly changing business landscape, the question is—how is your organization advancing toward true sustainability?

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With you at every stage of your journey:

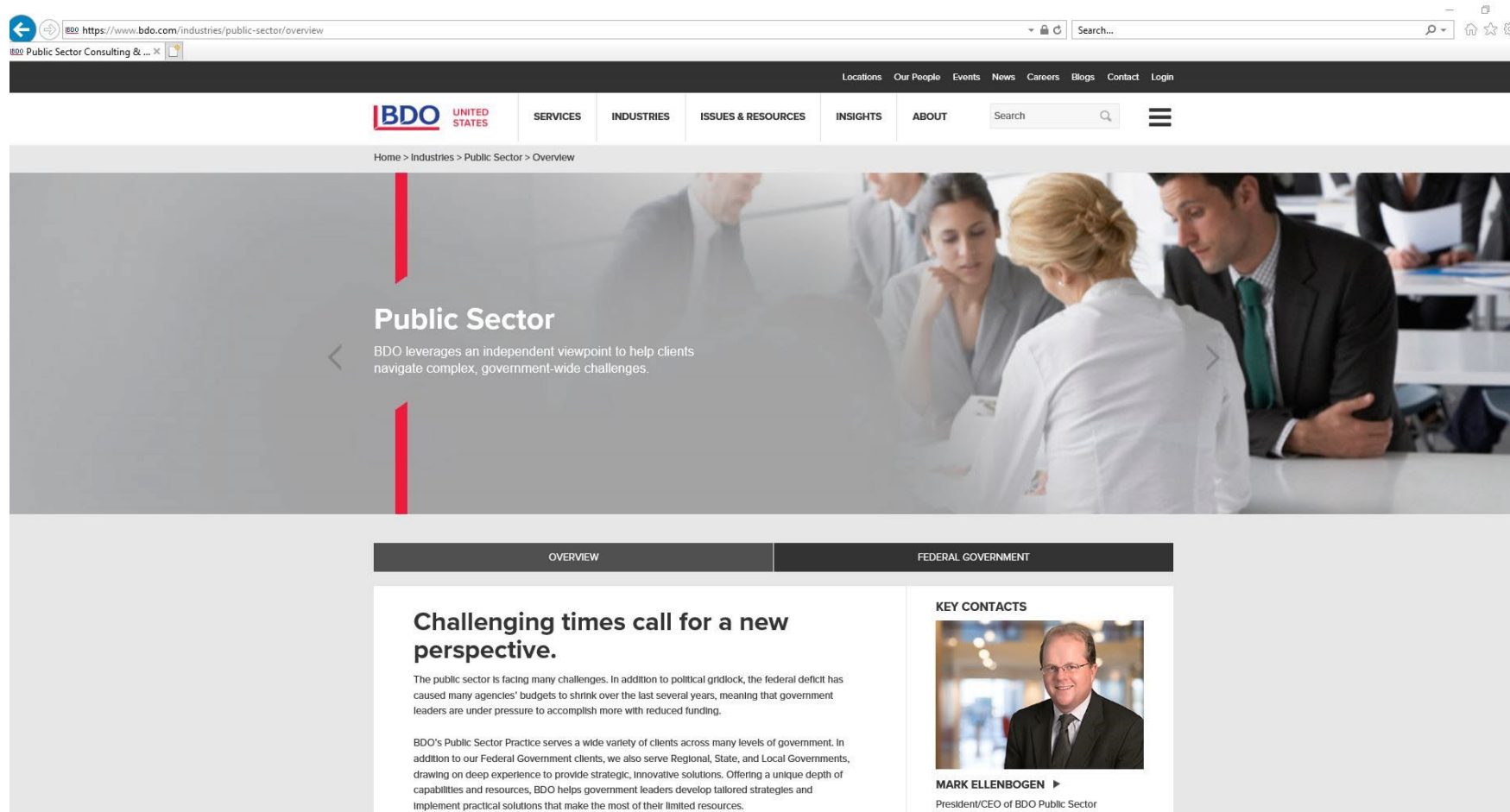
- ▶ ESG Strategy & Program Development
- ▶ ESG Reporting & Attestation
- ▶ Tax Transparency & ESG Tax Strategy
- ▶ Human Capital Management Strategy
- ▶ Supply Chain Sustainability & Resilience
- ▶ Climate Risk
- ▶ Sustainable Finance & Investing
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- ▶ ESG Value Creation & Innovation

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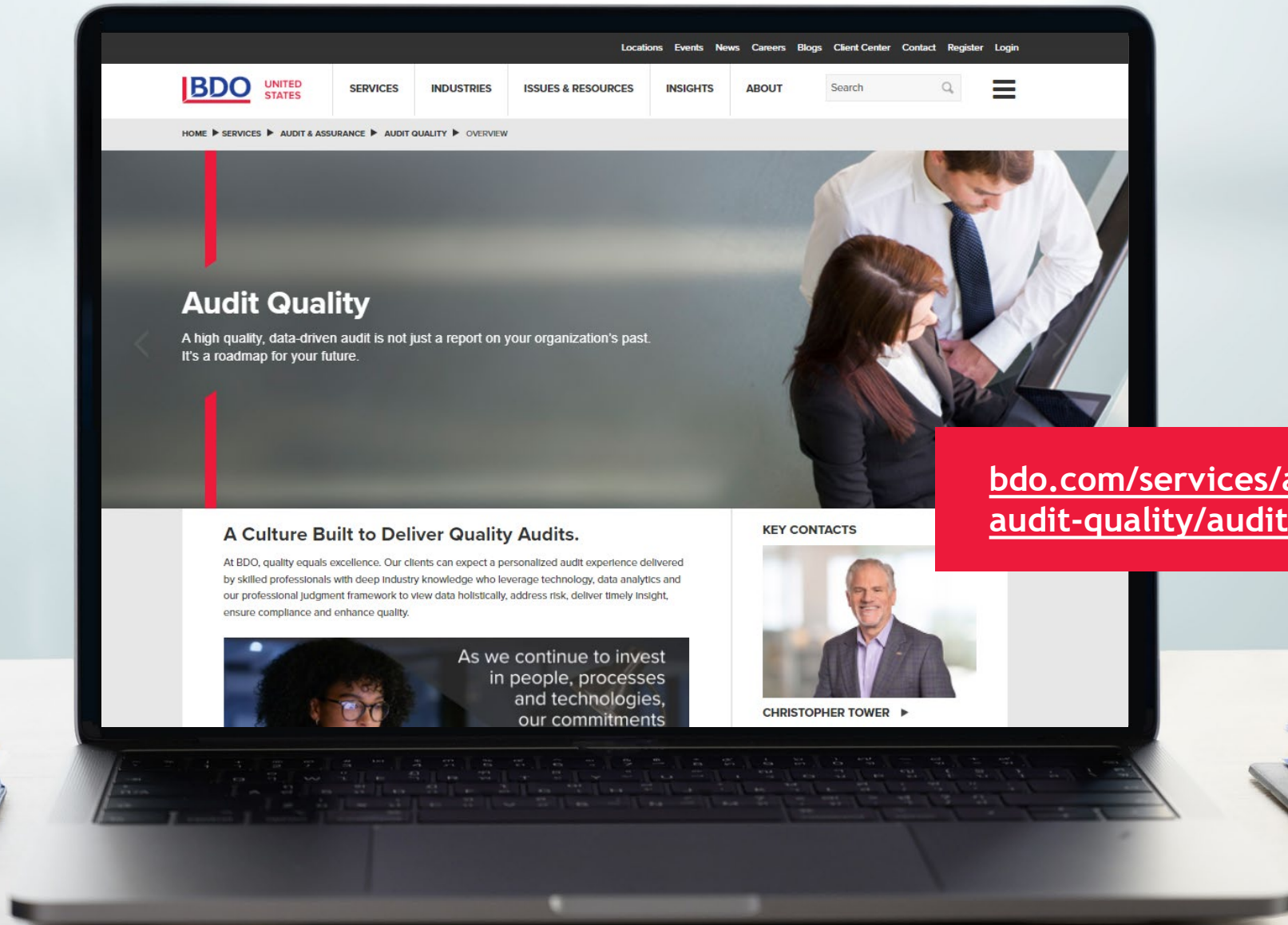
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- ▶ BDO's industry focus is part of who we are and how we serve our clients and has been for over a century. We demonstrate our experience through knowledgeable professionals, relevant client work and participation in the industries we serve.
- ▶ Our industry practices bring perspective on trends, opportunities, issues and regulations that frame our services and approach to address your needs and your industry.



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bdo.com/services/assurance/audit-quality/audit-quality

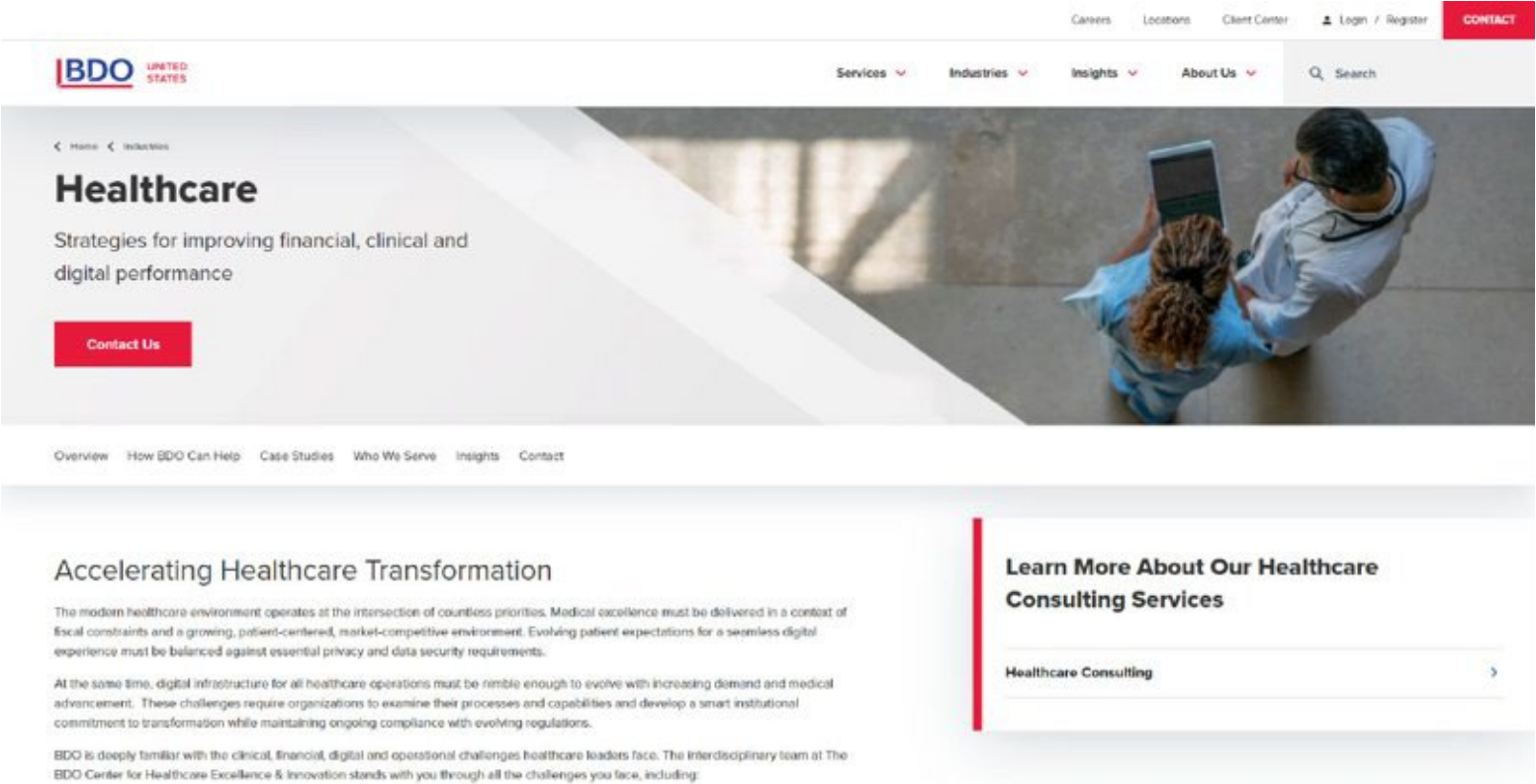




Industry Risk and Resources

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- ▶ Our industry practices bring perspective on trends, opportunities, issues and regulations that frame our services and approach to address your needs and your industry.



Meet our Healthcare Industry Leaders



Brad Boyd
Managing Director, Management Consulting

[View Bio](#)



Karen Fitzsimmons
Assurance Partner, Healthcare Industry Co-Leader

[View Bio](#)

The Healthcare Revenue Cycle Optimization Checklist

According to BDO's 2023 Healthcare CFO Outlook Survey, financial pressures impacting hospital and health systems are of great concern to leaders in the field. Rising labor costs and interest rates combined with a lack of further COVID-19 government relief indicate that healthcare's financial problems aren't going away any time soon.



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Blockchain for Your Life Sciences & Healthcare Organization

Blockchain is a distributed ledger technology that maintains a digital record of transactions. Data is stored in blocks, and as those blocks are filled, they are linked to the previously completed block, in chronological order. This forms a chain, hence the name “blockchain.”

Blockchain can be a game-changing technology for both life sciences and healthcare, as it offers opportunities for efficient collaboration, transparent data-sharing and enhanced security. This article demonstrates three use cases to help you better understand the value of blockchain for your organization.



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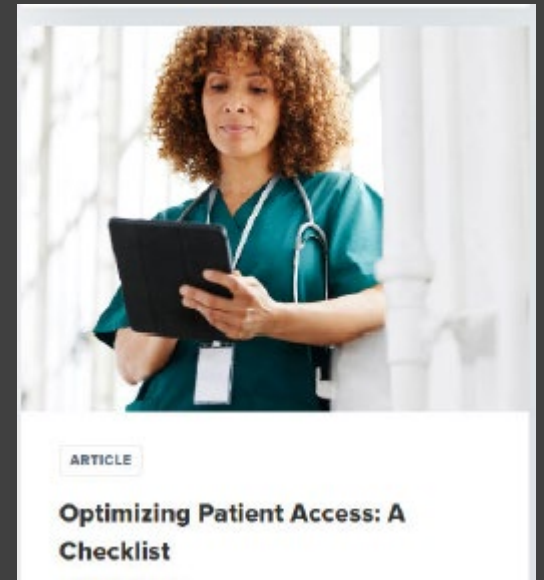
Optimizing Patient Access: A Checklist

At its core, patient access is about ensuring patients have access to high quality care and information they need in a timely and efficient manner. From a provider perspective, patient access is essential for efficient practice operations, balancing patient demand with clinical resource productivity, managing patient populations and successfully managing value-based contracts.

Patients are increasingly demanding digital options for care access. According to BDO's 2022 Patient Experience Survey, 81% of U.S. patients have used a patient portal. Of those that use patient portals, 87% find them helpful. At the same time, 39% of healthcare CFOs are planning to decrease investments in patient portals and digital from doors, according to BDO's 2023 Healthcare CFO Outlook Survey. For providers to be successful, they need to offer the access options that patients prefer.

To ensure patients receive the care they need, provider organizations need to be as easy to navigate as possible. To that end, providers need to analyze key patient-facing systems and tap stakeholders to evaluate performance and implement digital solutions, including patient self-scheduling and online patient symptom evaluation. With the right digital tools, providers can expand patient access to both online and onsite care.

Improving patient access across an organization can be overwhelming. Fortunately, there are actions providers can take now to achieve immediate results for both onsite and virtual care: improve scheduling templates, refine referral strategies and upgrade call centers.

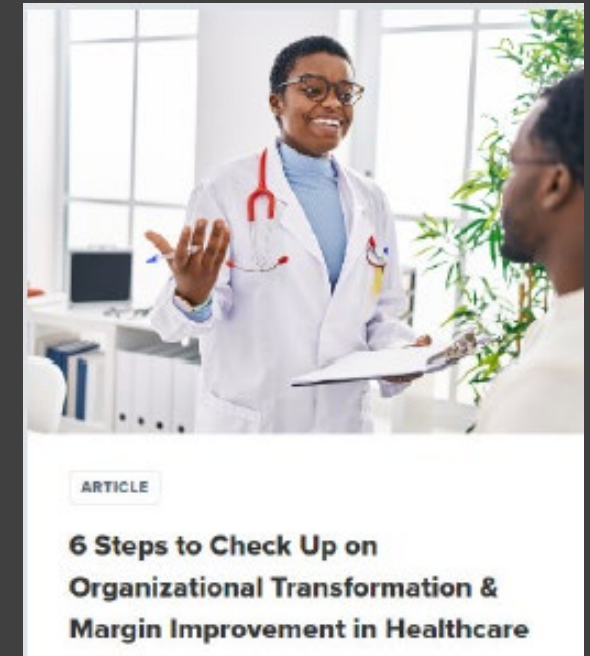


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6 Steps to Check Up on Organizational Transformation & Margin Improvement in Healthcare

Today's market environment has created some difficult challenges for healthcare organizations with 69% of health system strategic planners reporting operating margins below pre-pandemic performance in 2022. While contending with the continued impact of COVID, labor shortages, declining reimbursements, evolving payment models, and increased competition from non-traditional players and the migration to ambulatory and home care settings, healthcare organizations are finding that traditional methods of operational cost reduction and revenue enhancement will not be enough to remain viable.

Healthcare leaders will want to consider bold initiatives that extend across the organization to achieve real improvement. These 6 steps can help identify and execute opportunities that drive margin performance and sustainability.



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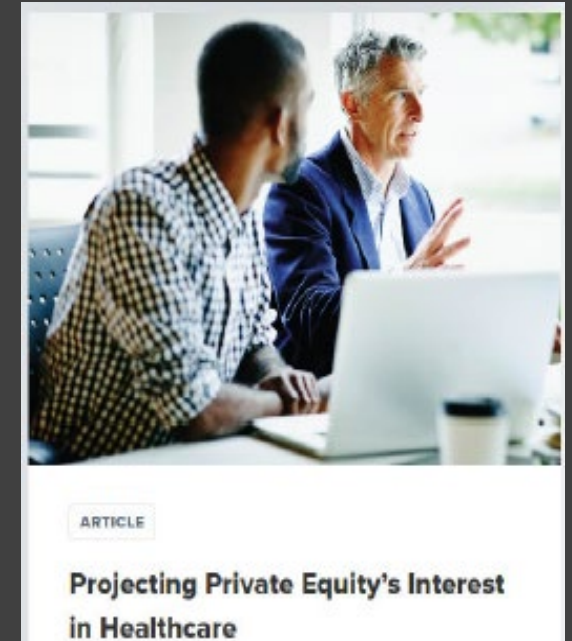
Projecting Private Equity's Interest in Healthcare

The healthcare industry saw a whirlwind of deal activity in 2021.

In 2022, we saw activity slow down — but that does not mean deals are going away. In our 2022 Healthcare CFO Outlook Survey, 62% of healthcare organizations said they planned to pursue a transaction in 2022.

What's changing isn't investor interest in healthcare opportunities, it's how they look at healthcare opportunities.

In this article, we will discuss three major trends we are seeing in healthcare dealmaking: increased due diligence, reduced resources and opportunistic deals.



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6 Questions Leaders at Healthcare Organizations Should Be Asking Themselves

Health is “the real wealth” and Artificial Intelligence (AI) is now used more than ever by healthcare organizations to help improve patient care, reduce costs, increase revenue, and reduce risk.

Here are 6 questions that leaders at healthcare organizations should be asking themselves to help increase revenue, reduce cost and reduce risk within production and planning.



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2023 BDO Healthcare CFO Outlook Survey

Nearly three years after the COVID-19 pandemic hit, our healthcare system is on the mend – but there are challenges up ahead that healthcare organizations must be prepared to navigate.

As a healthcare leader, you have some hard decisions to make this year, including:

- ▶ Should you be rethinking your current investment plans?
- ▶ How are you going to address the labor shortage at your organization?
- ▶ Should you make a deal this year?
- ▶ What role should digital solutions play in the future of your organization?

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the publication

Healthcare Webcast Series

About BDO's 2023 Healthcare Trends & Topics Webcast Series



The BDO Healthcare Trends & Topics Webcast Series is produced and delivered by the BDO Center for Healthcare Excellence and Innovation, which brings together an interdisciplinary group of healthcare executives to address opportunities and risks related to healthcare ESG readiness, financial improvement, digital transformation, implications of private equity and clinical innovation. We're intimately familiar with the challenges healthcare leaders are up against. Please join us and register for the full series today.

1.0 CPE credit may be earned for each webinar. Please note: each course is complimentary, but registration is required.

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Healthcare Trends and Topics Webcast Series:

Combatting Distress in Healthcare

June 27, 2023
1:00 PM EST

Healthcare Solutions for Margin Improvement

August 8, 2023
1:00 PM EST

Financial Improvement for PE-Backed Healthcare

October 17, 2023
1:00 PM EST

Solutions for the Clinical Labor Shortage

December 5, 2023
1:00 PM EST

What Healthcare CFO's Need to Know

February 13, 2024
1:00 PM EST

Healthcare ESG Readiness

April 30, 2024
1:00 PM EST

The BDO Center for Healthcare Excellence & Innovation

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We are 300+ professionals focused on the healthcare industry with a hands-on, service-oriented philosophy who believe in open, candid, constructive communication and strong internal collaboration with our clients.

Our clients rest assured that their dedicated BDO industry leaders are at the forefront of the healthcare conversation.

We provide our clients with research and insights into the industry by authoring articles on the latest regulations, speaking at industry conferences, commenting on breaking news, and bringing perspective on trends, opportunities, and issues that affect healthcare organizations.

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REPORT TO THOSE CHARGED WITH GOVERNANCE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AUDIT WRAP UP:
YEAR ENDED JUNE 30, 2023

Contents

QUICK ACCESS TO THE
FULL REPORT

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The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Board of Directors and Audit Committee) and, if appropriate, management of the Entity, and is not intended and should not be used by anyone other than these specified parties.

Welcome

November 8, 2023

Those Charged With Governance
University Medical Center of Southern Nevada

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We presented management an overview of our plan for the audit of the financial statements including the schedule of expenditure of federal awards (“SEFA”) of University Medical Center of Southern Nevada (“UMC” or the “Hospital”) as of and for the year ended June 30, 2023, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the Hospital’s accounting practices and policies, management’s judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the Hospital and look forward to discussing our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

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Executive Summary

Status of Our Audit

We have completed our audit of the financial statements and the SEFA as of and for the year ended June 30, 2023. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. This audit of the financial statements and the SEFA does not relieve management or those charged with governance of their responsibilities.

- ▶ The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements and the SEFA are free from material misstatements.
- ▶ The scope of the work performed was substantially the same as our audit plan.
- ▶ We issued an unmodified opinion on the Hospital's financial statements and single audit report, including the schedule of expenditures of federal awards (SEFA) and on compliance requirements that could have direct and material effect on each major federal program.
- ▶ Our responsibility for other information in documents containing UMC's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by UMC and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- ▶ In planning and performing our audit of the SEFA, we considered the Hospital's internal control over compliance with requirements that could have a direct and material effect on its major federal program(s) to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with GAS and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.
- ▶ All records and information requested by BDO were freely available for our inspection.
- ▶ Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of Company personnel throughout the course of our work.



Results of the Audit

ACCOUNTING PRACTICES, POLICIES, AND ESTIMATES

The following summarizes the more significant required communications related to our audit concerning the Hospital’s accounting practices, policies, and estimates:

The Hospital’s significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- ▶ A summary of recently issued accounting pronouncements is included in Note 2 to the Hospital’s financial statements.
- ▶ The Hospital adopted Statement No. 96 of the Governmental Accounting Standards Board (“GASB 96”), *Subscription-Based Information Technology Arrangements*, during fiscal year 2023.
- ▶ There were no other changes in significant accounting policies and practices during fiscal year 2023.

Significant estimates are those that require management’s most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Hospital’s significant accounting estimates, including a description of management’s processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Significant Accounting Estimates

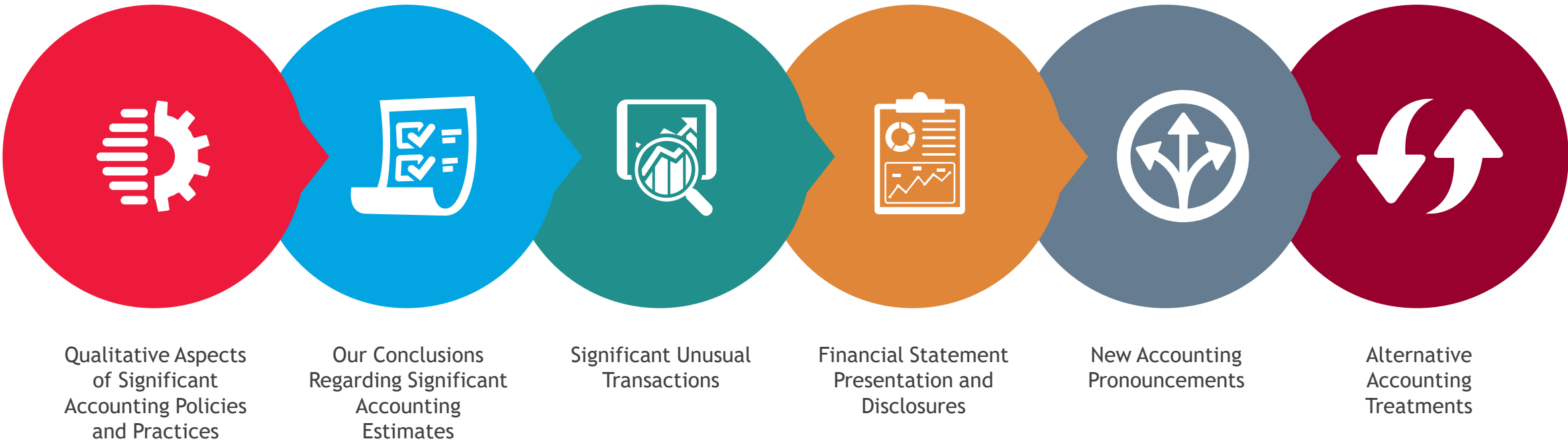
Patient Accounts Receivable and Revenue
DSH Recoupment Estimate
Medical Malpractice and Worker’s Compensation Liabilities
Pension and Other Postemployment Benefits

- ▶ Management did not make any significant changes to the processes or significant assumptions used to develop the significant accounting estimates in 2023.

Results of the Audit

QUALITY OF THE HOSPITAL’S FINANCIAL REPORTING

A discussion was held regarding the quality of the Hospital’s financial reporting, which included:



Results of the Audit

CORRECTED AND UNCORRECTED MISSTATEMENTS

There were no corrected misstatements, other than those that were clearly trivial, related to accounts and/or disclosures that we brought to the attention of management.

There was one uncorrected misstatement, other than those that were clearly trivial, related to accounts and/or disclosures that we presented to management. We concur with management’s assessment that the effects of not recording such adjustment is, both individually and in the aggregate, immaterial to the consolidated financial statements taken as a whole, considering both qualitative and quantitative factors. None of the proposed adjustments could potentially cause future-period financial statement to be materially misstated.

Item #	Account Name and Adjustment Description	Debit	Credit	Impact on Net Position
1	CIP	1,771,338		-
	Accounts Payable - Control		1,771,338	-
To correctly accrue the construction liability for construction services performed as of June 30, 2023.				





Internal Control Over Financial Reporting

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the UMC’s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion(s) on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the UMC’s internal control. Accordingly, we do not express an opinion on the effectiveness of the UMC’s internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the UMC’s internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the UMC ’s financial statements will not be prevented, or detected and corrected, on a timely basis.

In conjunction with our audit of the financial statements, we noted no material weaknesses.



Additional Required Communications

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the Hospital:

Requirement	Discussion Point
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance as part of our Audit Planning communications.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risks of material misstatement, including fraud risks; or tips or complaints regarding the Hospital's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
Nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of requirements of an applicable financial reporting framework.
Significant findings and issues arising during the audit in connection with the Hospital's related parties	We have evaluated whether the identified related party relationships and transactions have been appropriately identified, accounted for, and disclosed and whether the effects of the related party relationships and transactions, based on the audit evidence obtained, prevent the financial statements from achieving fair presentation.
Significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management	There were no significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the Hospital:

Requirement	Discussion Point
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the Hospital’s financial statements or to our auditor’s report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Matters that are difficult or contentious for which the auditor consulted outside the engagement team	There were no difficult or contentious matters that we consulted with others outside the engagement team that we reasonably determined to be relevant to those charged with governance regarding their oversight of the financial reporting process.
If applicable, other matters significant to the oversight of the Hospital’s financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the Hospital’s financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter.

Independence

Our engagement letter dated September 7, 2023 describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the Hospital with respect to independence as agreed to by the Hospital. Please refer to that letter for further information.



Audit Firm System of Quality Management

An audit firm’s system of quality control (aka system of quality management) is essential to how the firm conducts audits and is in place to protect investors, shareholders and other users of financial statements.

QUALITY MANAGEMENT STANDARDS

In June 2022, the AICPA Auditing Standards Board (ASB) issued the following interrelated standards on audit quality management (collectively, the QM standards), which are designed to improve a CPA firm’s risk assessment and audit quality. The effective date of the QM standards is December 15, 2025.

Statement on Quality Management Standards (SQMS) No. 1	Statement on Quality Management Standards (SQMS) No. 2	Statement on Auditing Standards (SAS) No. 146
<i>A Firm’s System of Quality Management</i>	<i>Engagement Quality Reviews</i>	<i>Quality Management for an Engagement Conducted in Accordance With Generally Accepted Auditing Standards</i>

BDO has assessed the requirements of the QM standards and has analyzed our firm’s current system of quality management to identify changes and improvements necessary for compliance. This includes the identification of quality objectives, quality risks and the assessment of those quality risks, and responses to address those risks. We are further working with BDO Global to appropriately integrate processes deployed at a global level into our firm’s system of quality management.



2020 BDO AUDIT QUALITY REPORT

CONTINUING
TO BUILD
TRUST



We will continue to provide you with updates on our progress. Currently, you may find discussion of BDO’s system of quality control within our annual [Audit Quality Reports](#), the most recent of which is accessible [here](#).

At BDO, our purpose is helping people thrive, every day. Together, we are focused on delivering exceptional and sustainable outcomes – for our people, our clients and our communities. Across the U.S., and in over 160 countries through our global organization, BDO professionals provide assurance, tax and advisory services for a diverse range of clients.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms. www.bdo.com.

Material discussed in this publication is meant to provide general information and should not be acted on without professional advice tailored to your needs.

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Amendment 007 to Hospital Services Agreement with Aetna Health, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 007 to the Hospital Services Agreement with Aetna Health, Inc. 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 7 – extend from 1/1/2024 to 12/31/2026

Amount: Revenue based on volume

Out Clause: 180 days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

Since May 2002, UMC has had an agreement with Aetna Health, Inc. (“Aetna”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities. Amendment 001, effective January 1, 2017, updated the rate schedules (2017) and extended the Term through December 31, 2017. Amendment 002, effective January 1, 2018, updated the rate schedules (2018) and extended the Term through December 31, 2018. Amendment 003, effective January 1, 2019, updated the rate schedules (2019 to 2021) and extended the Term through December 31, 2021. Amendment 004, effective January 1, 2022, requested approval for UMC to join Aetna Exchange Plan’s Qualified Health Plan (“QHP”). Amendment 005, effective February 1, 2021, extended the term of the agreement through December 31, 2023. Amendment 006, effective November 1, 2022, updated the Compensation Schedule and the Multi-Specialty Service & Rate Schedule.

This Amendment 007 requests to extend the term through December 31, 2026, and update the rates for the extension period. All other terms and conditions 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.

Cleared for Agenda
December 13, 2023

Agenda Item #

7

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT 007 TO THE
HOSPITAL SERVICES AGREEMENT
BETWEEN
AETNA HEALTH INC., A PENNSYLVANIA CORPORATION
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, A COUNTY-OWNED
AND OPERATED HOSPITAL CREATED BY VIRTUE OF CHAPTER 450
OF THE NEVADA REVISED STATUTES**

This Amendment 007 is made as of **January 1, 2024** (Amendment Effective Date), between **Aetna Health Inc., a Pennsylvania corporation**, on behalf of itself and its Affiliates –(hereinafter referred to as “Company”) and **University Medical Center of Southern Nevada**, (hereinafter referred to as “Provider”).

WHEREAS, the parties have entered into a **Hospital Services Agreement** as amended from time to time, to provide health care service to Members;

WHEREAS, the parties wish to amend the Agreement as herein provided;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree to be legally bound as follows:

1. The **Hospital Services and Compensation** Schedule of the Agreement is hereby deleted in its entirety and replaced with the newly revised **Hospital Services and Compensation Schedule** effective January 1, 2024, attached hereto and made a part hereof.
2. The **Urgent Care Center Service and Rate Schedule** of the Agreement is hereby deleted in its entirety and replaced with the newly revised **Commercial Urgent Care Center Service and Rate Schedule** effective January 1, 2024, attached hereto and made a part hereof.
3. The **Multi-Specialty Service and Rate Schedule** of the Agreement is hereby deleted in its entirety and replaced with the newly revised **Multi-Specialty Service and Rate Schedule** effective January 1, 2024, attached hereto and made a part hereof.
4. The **Orthopedic Specialty Only Specialist Physician Service and Rate Schedule** is added to this agreement effective January 1, 2024, attached hereto, and made a part hereof.
5. The **Hospital Medical Rental Products Service and Rate Schedule** of the Agreement is hereby deleted in its entirety and replaced with the newly revised **Hospital Medical Rental Products Service and Rate Schedule** effective January 1, 2024, attached hereto, and made a part hereof.
6. The **First Health Provider Medical Rental Products Service and Rate Schedule** of the Agreement is hereby deleted in its entirety and replaced with the newly revised **First Health Provider Medical Rental Products Service and Rate Schedule** effective January 1, 2024, attached hereto, and made a part hereof.
7. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

ACCEPTED BY

COMPANY

By: _____
Signature

By: _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX I.D. NUMBER: 886000436

**HOSPITAL SERVICE
AND
RATE SCHEDULE**

[CONFIDENTIAL]

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0* *The personnel who support Aetna Health Inc.'s operations in the State of Nevada are not employees of Aetna Health Inc., but rather are employees of affiliate companies.						
Corporate/Business Entity Name:		Aetna Health Inc. (a Pennsylvania corporation)				
(Include d.b.a., if applicable)		N/A				
Street Address:		151 Farmington Avenue, RT21		Website: www.aetna.com		
City, State and Zip Code:		Hartford, CT 06156		POC Name: Seres Sosnowski-Abueg Email: Sosnowskisd@aetna.com		
Telephone No:		800-872-3862		Fax No: 860-262-7767		
Nevada Local Street Address: (If different from above)		1140 N. Town Center Drive, Suite 190		Website: www.aetna.com		
City, State and Zip Code:		Las Vegas, NV 89144		Local Fax No: 702-515-3150		
Local Telephone No:		702-515-3100		Local POC Name: Seres Sosnowski-Abueg Email: Sosnowskisd@aetna.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)
Aetna Health Holdings, LLC	N/A—parent company of Aetna Health Inc.	100% of Aetna Health Inc.
Aetna Inc.	N/A—parent company of Aetna Health Holdings	100% of Aetna Health Holdings
CVS Pharmacy, Inc.	N/A—parent company of Aetna Inc.	100% of Aetna Inc.
CVS Health Corporation**	N/A—ultimate publicly traded parent company	100% of CVS Health Corporation

Aetna Health Holdings, LLC	N/A—parent company of Aetna Health Inc.	100% of Aetna Health Inc.
Aetna Inc.	N/A—parent company of Aetna Health Holdings	100% of Aetna Health Holdings
CVS Pharmacy, Inc.	N/A—parent company of Aetna Inc.	100% of Aetna Inc.
CVS Health Corporation**	N/A—ultimate publicly traded parent company	100% of CVS Health Corporation

**Please see CVS Health Corporation's 2020 SEC Proxy Statement, dated 4/3/20 and available at https://s2.g4cdn.com/447711729/files/doc_financials/2019/annual/FINAL-CVS-proxy-bookmarked.pdf and <https://www.sec.gov/Archives/edgar/data/64803/000120677420001053/cvs3650331-def14a.htm>, for details about the publicly traded ultimate parent company's

corporate directors and officers.

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 AVP, Chief Network Officer Title	John Wagner Print Name 11/10/2022 Date
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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
AGENDA ITEM**

Issue:	Amendment Number Five to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Amendment Number Five to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, 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 5 – 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.

This request is for ratification of the Amendment Number Five to update the fee schedule to include payments for Radiology services. The Amendment was entered into immediately to be effective as of December 1, 2023.

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

Cleared for Agenda
December 13, 2023

Agenda Item #

8

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for ratification by the Governing Board.

AMENDMENT NUMBER FIVE

This Amendment Number five ("Amendment"), dated and effective December 01, 2023 (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, and a Fourth Amendment effective September 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. **Attachment A-2 Fee For Service Compensation Section II. Carve-Outs – subsection C** shall be deleted in its entirety and shall be restated as follows:

C. All Clia-waived laboratory services shall be reimbursed on a fee- for service basis for services provided to reimburse at ninety percent (90%) of CY Par MFS.
2. **Subsection J Payments for Radiology Services is added to Attachment A-2 Fee For Service**

Compensation Section II. Carve-Outs as follows:

Product	Company Fee Schedule
Medicare Advantage Health Plans	% of CY Par MFS
Commercial HMO Plans	% of CY Par MFS
Commercial POS Plans	% of CY Par MFS
Commercial PPO	% of CY Par MFS

I. 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

By _____

Name

Title

Date

INTERMOUNTAIN IPA NV, LLC

Justin
Bollenback

Justin Bollenback
cn=Justin Bollenback, o=Intermountain
Health, ou=Desert Region VP of Finance,
email=justin.bollenback@imail.org, c=US
2023.11.30 09:56:08 -08'00'

By _____

Name

Title

Date

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the 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.

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

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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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.

Nevada Business Enterprise (NBE):

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 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 3 for definition). If YES, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☒ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other
Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:		Intermountain IPA, LLC			
(Include d.b.a., if applicable)					
Business Address:		6355 S. Buffalo Drive, Third Floor		Las Vegas, NV 89113	
Business Telephone:		702-318-2400		Email: https://intermountainnv.org/contact-us/	
Business Fax:					
Local Business Address		6355 S. Buffalo Drive, Third Floor		Las Vegas, NV 89113	
Local Business Telephone:		702-318-2400		Email: https://intermountainnv.org/contact-us/	
Local Business Fax:					

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

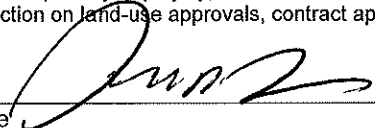
"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
Paul Krakovitz, MD	President, Secretary	None (officer only)
Justin Bollenback	Vice President, Chief Financial Officer	None (officer only)
Cara Camiolo, MD	Chief Medical Officer	None (officer only)

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature 
 Title VP, Contracting + MSO

Print Name John D. Lach
 Date 4/4/23

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"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)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	First Amendment to Medicaid / Nevada Check-Up Consulting Provider Agreement with Health Plan of Nevada, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the First Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 30008480000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 1 – Same Term
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On March 29, 2023, the Governing Board approved the Medicaid / Nevada Check-Up Consulting Provider Agreement (“Agreement”) with Health Plan of Nevada, Inc. (“Health Plan”) to provide its members healthcare access to UMC’s Specialty Clinic for Anesthesia and Orthopedic Services. The Agreement term is from April 1, 2023, through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party.

This request is for ratification of the First Amendment to add Radiology Services under the Agreement. All other terms and conditions shall remain in full force and effect. The Amendment was entered into immediately to be effective as of December 1, 2023.

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
December 13, 2023

Agenda Item #

9

**HEALTH PLAN OF NEVADA, INC.
FIRST AMENDMENT TO
MEDICAID / NEVADA CHECK-UP**

CONSULTING PROVIDER AMENDMENT

This Amendment of The Agreement is made and entered into as of by and between University Medical Center (hereinafter to as "CONSULTING PROVIDER" and Health Plan of Nevada, Inc., Medicaid / Nevada Check-up a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "HEALTH PLAN").

RECITALS

WHEREAS, pursuant to a CONSULTING PROVIDER Agreement with an effective date of April 1, 2023 by and between University Medical Center CONSULTING PROVIDER and HEALTH PLAN, CONSULTING PROVIDER has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, CONSULTING PROVIDER and HEALTH PLAN ("the PARTIES") have agreed to amend the CONSULTING PROVIDER Agreement to specify terms and conditions of CONSULTING PROVIDER's provision of services rendered to Members or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and CONSULTING PROVIDER agree that the CONSULTING PROVIDER Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS**, Section B. shall be deleted in its entirety and replaced with the following:

"B. "CONSULTING SERVICES" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesia, Orthopedic Surgery and Radiology Professional Services, upon appropriate referral of Primary Care Physician.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

**HEALTH PLAN OF NEVADA, INC.
MEDICAID / NEVADA 4CHECK-UP**

CONSULTING PROVIDER

By: _____
Signature

By: _____
Signature

Name: Jean McFarlane VP, NDC
Please Print

Name: _____
Please Print

Date: _____

Date: _____

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	First Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the First Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., 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 1 – Same Term
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On March 29, 2023, the Governing Board approved the Medicaid / Nevada Check-Up Hospital Agreement (“Agreement”) with Sierra Health and Life Insurance Company, Inc. / Sierra Healthcare Options, Inc., (“Health Plan”) to provide its members healthcare access to UMC’s Anesthesia and Orthopedic services. The Agreement term is from April 1, 2023 through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party.

This request is for ratification of the First Amendment to add Radiology services under the Agreement and update the compensation schedule for said services. All other terms and conditions shall remain in full force and effect. The Amendment was entered into immediately to be effective as of December 1, 2023.

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

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

Cleared for Agenda
December 13, 2023

Agenda Item #

10

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for ratification by the Governing Board.

**SIERRA HEALTH & LIFE INSURANCE COMPANY, INC./
SIERRA HEALTHCARE OPTIONS, INC.**

**FIRST AMENDMENT TO INDIVIDUAL/GROUP PROVIDER
AGREEMENT**

This First Amendment ("First Amendment") to the Individual/Group Provider Service Agreement ("Agreement") is made and entered into as of December 1, 2023 by and between University Medical Center of Southern Nevada (hereinafter referred to as "PROVIDER") and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada and Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada (hereinafter referred to as "SIERRA").

RECITALS

WHEREAS, pursuant to the Agreement with an effective date of April 1, 2023 PROVIDER has agreed to provide certain services for Insureds/Subscribers of SIERRA in exchange for certain described compensation.

WHEREAS, PROVIDER and SIERRA ("the PARTIES") have agreed to amend the Individual/Group Provider Service Agreement to specify terms and conditions of PROVIDER's provision of services rendered to Insureds or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SIERRA and PROVIDER agree that the Individual/Group Provider Service Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS**, Section C. shall be deleted in its entirety and replaced with the following:

"C. "PROVIDER" means a licensed doctor of medicine or osteopathy, or a licensed or registered provider, in the specialty field of Anesthesia, Orthopedic Surgery and Radiology Professional Services, who, through the execution of this Agreement, agrees to provide certain Medically Necessary Covered Services to Insureds."

- II. **ATTACHMENT B.1 COMPENSATION FOR COVERED SERVICES TO INSURED FOR RADIOLOGY PROFESSIONAL SERVICES** shall be added to the agreement in its entirety.

- III. The Parties agree that the effective date of the Agreement is April 1, 2023.

- IV. The parties agree there was a scrivener's error in the name of Provider. Provider's name is University Medical Center of Southern Nevada.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

**SIERRA HEALTH & LIFE INS. CO., INC./
SIERRA HEALTHCARE OPTIONS, INC.**

PROVIDER

By: _____
Signature

By: _____
Signature

Name: Jean McFarlane VP, NDC
Please Print

Name: Mason Van Houweling
Please Print

Date: _____ Date: _____

**SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
SIERRA HEALTHCARE OPTIONS, INC.**

ATTACHMENT B.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(This space intentionally left blank)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Services Order to InterQual Agreement with Change Healthcare Technologies, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Services Order to Agreement for InterQual training services with Change Healthcare Technologies, LLC; authorize the Chief Executive Officer to execute future amendments and service orders within his yearly 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: 3000829000	Funded Pgm/Grant: N/A
Description: InterQual On-site and Virtual Training	
Bid/RFP/CBE: RFI 2009-10	
Term: Services Order – Purchase and extend certain InterQual Trainings from 11/14/2022 to 11/14/2027	
Amount: Services Order – additional \$30,600	
Out Clause: 60 days prior to the expiration of the then current Term	

BACKGROUND:

On March 21, 2013, UMC executed an Order Form (“Agreement”) with Change Healthcare Technologies, LLC (“CHC”) (previously called McKesson Health Solutions, LLC) for the purchase of InterQual software licenses to assist in medical decision-making when treating acute adult and acute pediatric patients. The InterQual criteria established in the program is a first-level screening tool to assist in determining if the proposed services are clinically indicated and provided in the appropriate level or whether further evaluation is required. First Amendment, effective July 1, 2013, added the Symphonia HL7 Interface Enabler and updated Exhibits A to E. Second Amendment, effective November 17, 2016, updated the Fees, extended the Term of the Agreement for five (5) years ending November 14, 2021, terminated certain software products, migrated to InterQual Connect and added ILS LOC Training. Third Amendment, effective August 19, 2020, updated Exhibits 1 and 2 of InterQual Connect and terminated the use of the InterQual Review Manager software. Fourth Amendment, effective February 23, 2022, extended the Term of the Agreement for five (5) years ending November 14, 2026; updated the Product List, License Fee Schedule and ILS LOC Training, and added IQCI Certifications. Fifth Amendment, effective October 25, 2023, increased the funding by an additional \$390,976.08 to add the InterQual AutoReview license.

Cleared for Agenda
December 13, 2023

Agenda Item #

11

This Services Order MHS18024-COS-1 requests to adjust certain expiration dates of InterQual trainings from November 14, 2022 to November 14, 2027 and to purchase an additional thirty-four (34) Virtual Instructor Led Trainings for staff to participate on this annually. Staff also requests authorization for the Hospital CEO to execute future amendments and service orders within his yearly delegation of authority if deemed beneficial for UMC. Either party may terminate this Agreement with a 60-day written notice to the other prior to the expiration of the then current Term.

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

This Services Order was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

Services Order MHS18024-COS-1

THIS SERVICES ORDER (the "**Services Order**") amends Amendment No. 36923v5 and is effective as of the latest date in the signature block (the "**Services Order Effective Date**") between Change Healthcare Technologies, LLC ("**Change Healthcare**") and University Medical Center of Southern Nevada ("**Customer**"). This Services Order is governed by the terms and conditions of the McKesson now known as (nka) Change Healthcare Master Agreement No. MA0910574 dated November 15, 2011 ("**MA**"). To the extent that this Services Order conflicts with the MA, the terms of this Services Order will control. Where not in conflict, all applicable terms in the MA are incorporated herein. The terms of this Services Order will apply only to the Facilities and Services listed herein.

Amended Agreements

Contract No./Name:	Effective Date:
Amendment No. P202410070534	October 25, 2023
Amendment No. 36923v5	February 23, 2022
Amendment No. 31721	August 19, 2020
Renewal Order No. 28772	November 15, 2016
Amendment No. 23228	July 1, 2013
Order Form No. 21949	March 21, 2013

Facilities:

The following Facilities will be provided with the Services listed in this Services Order:

Facility
University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102-2329

Payment Schedule:

Customer will pay the fees as described in Exhibit A. To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer is responsible for reporting all discounts or appropriate net prices received from Change Healthcare pursuant to this Services Order on cost reports filed by Customer with any government entity. Unless Customer provides Change Healthcare prior to the Services Order Effective Date satisfactory evidence of exemption (including evidence of renewal if applicable) from applicable sales, use, value-added, or other similar taxes or duties, Change Healthcare will invoice Customer for all such taxes applicable to the transactions under this Services Order. Change Healthcare will comply with all applicable requirements of 42 U.S.C. 1001.952(h)(ii).

Administration:

Sold To:	Bill To:
University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102-2329	University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102-2329
Taxable: Yes ☒ No	Attention: Ms. Carmen Ramirez-Gomez
Ship To:	Telephone: (702) 383-2000
University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102-2329	Email: Carmen.Ramirez-Gomez@umcsn.com
Attention: Ms. Jennifer Wakem	
Telephone: (702) 383-2000	
Email: jennifer.wakem@umcsn.com	

Services Order MHS18024-COS-1

Terms & Conditions:

1. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Services Order have the meaning set forth in the MA.
2. The Services provided hereunder will be in accordance with the Change Healthcare Guide to Standard Implementation and Education Services ("Services Guide"), which may be amended at Change Healthcare's discretion provided that such changes do not materially affect either party's rights or obligations under the MA and are incorporated herein by reference. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Connection.
3. Customer acknowledges that Services will be provided only for Facilities licensed under the MA.
4. If Change Healthcare delivers any software to Customer during the course of Change Healthcare's Services under this Services Order, then such software will be deemed "Software" under the MA.
5. This Services Order, together with any attachments and the MA, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Pre-printed terms and conditions on or attached to Customer's purchase order will be of no force or effect, even if acknowledged or accepted by Change Healthcare.

Authorization: The pricing contained herein is valid until 1/10/2024.

IN WITNESS WHEREOF, the parties have caused this Services Order to be executed by their duly authorized representatives to be effective as of the Services Order Effective Date.

University Medical Center of Southern Nevada

Change Healthcare Technologies, LLC

By: _____

David P Delaney, MD
By: David P Delaney, MD (Nov 29, 2023 16:55 EST)

Name: _____

Name: **David P Delaney, MD**

Title: _____

Title: **SVP & GM Decision Support**

Date: _____

Date: **11/29/2023**

Change Healthcare Technologies, LLC
100 Airpark Center Drive E
Nashville, TN 37217
Attn: General Counsel

With a copy to:
Change Healthcare Technologies, LLC
5995 Windward Parkway
Alpharetta, GA 30005
Attn: Vice President of Product Operations

SF Global ID	50015230
Contract Number	MHS18024-COS-1-M

Services Order MHS18024-COS-1

EXHIBIT A (SERVICES EXHIBIT)

1.0 SERVICE PRICING

This Services Order, also referred to as Change of Scope MHS18024-COS-1 (the "**COS**") extends the expiration date of Services.

Table 1: Services

InterQual Services	Participants/Fee
Extend the expiration date of the following Services from 11/14/2022 to 11/14/2024. <u>InterQual Learning Source (ILS) Level of Care (LOC): InterQual® (Acute)</u> Virtual Instructor Led Training (VILT) - LOC: InterQual Acute Criteria	1-4 participants Material: 75005568 \$1,000.00 (one-time)
Extend the expiration date of the following Services from 11/14/2022 to 11/14/2024. <u>IQCI: InterQual® Certified Instructor-Initial (on-site)</u> Acute Care	1 session; 1-2 participants Estimated 2.5 days Material: 75002916 \$8,750.00 (one-time)
Extend the expiration date of the following Services: Contract Term 2: Extend Expiration from 11/14/2023 to 11/14/2024. Contract Term 3: Extend Expiration from 11/14/2024 to 11/14/2025. Contract Term 4: Extend Expiration from 11/14/2025 to 11/14/2026. Contract Term 5: Extend Expiration from 11/14/2026 to 11/14/2027. <u>IQCI: InterQual® Certified Instructor-recert (virtual)</u> - Acute Care	1 session annually; 1-2 participants per session Estimated 1 day per session Material: 75002924 \$3,500.00 annually

This COS also adds additional (new) services per the following Table 2:

Table 2: Education Services

InterQual Services	Annual Fee (Term 2-5)
<u>InterQual Learning Source (ILS) Level of Care (LOC): InterQual® (Acute)</u> Virtual Instructor Led Training (VILT) - LOC: InterQual Acute Criteria	Up to 34 participants annually Material: 75005568 \$7,650.00

Payment Terms/Education Services Fees:

- \$7,650.00 *due within 30 days of invoice after the Services Order Effective Date (for the period from the Services Order Effective Date to 11/14/2024).
- \$7,650.00 *due within 30 days of invoice after the first anniversary (for the period 11/15/2024 to 11/14/2025).
- \$7,650.00 *due within 30 days of invoice after the second anniversary (for the period 11/15/2025 to 11/14/2026).

Services Order MHS18024-COS-1

\$7,650.00 *due within 30 days of invoice after the third anniversary (for the period 11/15/2026 to 11/14/2027).

* plus any applicable taxes

2.0 ASSUMPTIONS

2.1 All Training services expire on the annual anniversary as outlined in this agreement.

3.0 DEFINITIONS

"Change of Scope ("COS")" means an agreement outlining a change in the project services.

MHS18024-COS-1 UMCSO Nevada IQ 10-5-2023v9

Final Audit Report

2023-11-29

Created:	2023-11-29
By:	marie adams (marie.adams@changehealthcare.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBEhjE9Dna0CIdRx4_ZYCK5h2BcUIb5p

"MHS18024-COS-1 UMCSO Nevada IQ 10-5-2023v9" History

-  Document created by marie adams (marie.adams@changehealthcare.com)
2023-11-29 - 8:55:37 PM GMT- IP address: 165.225.59.50
-  Document emailed to david.delaney@optum.com for signature
2023-11-29 - 8:55:59 PM GMT
-  Email viewed by david.delaney@optum.com
2023-11-29 - 9:55:09 PM GMT- IP address: 136.226.74.208
-  Signer david.delaney@optum.com entered name at signing as David P Delaney, MD
2023-11-29 - 9:55:44 PM GMT- IP address: 136.226.74.208
-  Document e-signed by David P Delaney, MD (david.delaney@optum.com)
Signature Date: 2023-11-29 - 9:55:46 PM GMT - Time Source: server- IP address: 136.226.74.208
-  Agreement completed.
2023-11-29 - 9:55:46 PM GMT



Adobe Acrobat Sign

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: N/A						
Corporate/Business Entity Name:		Change Healthcare Technologies, LLC				
(Include d.b.a., if applicable)						
Street Address:		5995 Windward Parkway, Suite 500		Website: www.changehealthcare.com		
City, State and Zip Code:		Alpharetta, GA 30005		POC Name: Corporate Secretary Office		
				Email: corporatesecretary@changehealthcare.com		
Telephone No:		615-932-3000		Fax No: 404-420-2300		
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)
See officer list attached.		

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.

<u>David Delaney</u> David Delaney (Sep 25, 2023 12:22 EDT) Signature SVP & GM Decision Support Title	David Delaney Print Name Sep 25, 2023 Date
--	---

Change Healthcare Technologies, LLC – Officers

Neil E. de Crescenzo - Chief Executive Officer and President

Elizabeth Ann Soderberg – Secretary

Peter Marshall Gill – Treasurer

Heather Anastasia Lang - Assistant Secretary

Timothy Joseph Langdon - Assistant Secretary

Courtney O. Mattson - Assistant Treasurer

Paul Timothy Runice - Assistant Treasurer

John William Kelly - Vice President, Tax Services

❖ This entity does not have directors

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	First Amendment to Agreement with Fort Topco, Inc. d/b/a AGS Health LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Agreement with Fort Topco, Inc. d/b/a AGS Health LLC for Medical Coding Support; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Remote ICD 9 & 10 Medical Coding Support	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: Amendment 1 – extend through February 28, 2026	
Amount: Amendment 1 – additional \$300,000; total aggregate is \$1,813,000	
Out Clause: 90 days for convenience	

BACKGROUND:

On February 24, 2021, the Governing Board approved the Agreement with Fort Topco, Inc. d/b/a AGS Health LLC (previously called AGS Health, Inc.) (“AGS”) to provide remote ICD 9 & 10 medical coding support to UMC’s current coding staff. UMC agreed to compensate AGS a not-to-exceed amount of \$1,513,000 for five (5) years from February 26, 2021 through February 29, 2024, with the option to extend for two 1-year periods. Either party may terminate this Agreement for convenience with a 90-day written notice to the other.

This First Amendment requests to extend the term through February 28, 2026, and increase the funding by an additional \$300,000 to support the increase of utilization during the extension period.

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

A Clark County business license is not required because this Agreement is for the provision of remote services.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 13, 2023

Agenda Item #

12

FIRST AMENDMENT TO THE AGREEMENT FOR MEDICAL CODING SUPPORT

This First Amendment ("First Amendment") to the Agreement for Medical Coding Support, 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 **Fort Topco, Inc. D/B/A AGS Health LLC**, having its principal place of business at 1015 18th Street NW, Suite 1101, Washington, DC 20036, ("COMPANY").

WHEREAS, HOSPITAL and COMPANY have agreed to that Agreement for Medical Coding Support dated February 24, 2021, (the "Agreement"); and

WHEREAS, HOSPITAL wishes to exercise both option years in the Agreement and increase the not-to-exceed amount.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HOSPITAL and COMPANY hereby agree as follows:

1. Pursuant to Section I, HOSPITAL hereby exercises its option to renew the Agreement for two one (1) year term extending the term until February 28, 2026.
2. Change in COMPANY address: The address of COMPANY has been amended to reflect 1015 18th Street NW, Suite 1101, Washington, DC 20036.
3. Section II (A) "Compensation" is hereby modified to increase the not-to-exceed amount from \$1,512,000.00 to \$1,812,000.00.
4. Except as expressly referenced 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.

University Medical Center of Southern Nevada

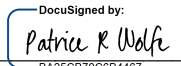
Signature: _____

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Fort Topco, Inc. D/B/A AGS Health LLC

Signature:  _____
DocuSigned by: Patrice R Wolfe
 BA25CB70C6B4467...

Printed Name: Patrice R wolfe

Title: CEO

Date: 11/21/2023

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply) Not Applicable						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Fort Topco, Inc.				
(Include d.b.a., if applicable)		AGS Health LLC				
Street Address:		1015 18th Street NW Suite 1101		Website: www.agshealth.com		
City, State and Zip Code:		Washington DC 20036		POC Name:		
				Email: legal@agshealth.com		
Telephone No:		202-629-4100		Fax No: N/A		
Nevada Local Street Address: (If different from above)		Not Applicable as we do not have a physical office presence in Nevada		Website: N/A		
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)
Fort Finance, Inc.	Holding Company	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	P.K. Prasad Print Name
General Counsel Title	11/23/2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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
AGENDA ITEM**

Issue:	Professional Services Agreement with Dr. Robert J. Futoran, P.C.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Dr. Robert J. Futoran, P.C.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000608400	Funded Pgm/Grant: N/A
Description: Gynecologic Oncology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 1/1/2024 to 12/31/2024 with two 1-year options	
Amount: \$500 per day for on-call services; \$182,500 per year	
Out Clause: 30 days w/o cause	

BACKGROUND:

This request is to enter into a new Professional Services Agreement (“Agreement”) with Dr. Robert J. Futoran, P.C. (“Provider”) for gynecologic oncology services. Provider will provide emergency and on-call services with consultative coverage on a 24/7 basis to treat Hospital’s inpatients, outpatients, Emergency Department patients, and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider \$500.00 per day for on-call services or \$182,500 per year from January 1, 2024 through December 31, 2024, with the option to extend for two 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 13, 2023

Agenda Item #

13

**PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)**

This Agreement, is made and entered into as of the date last signed by the parties below, 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 **Dr. Robert J. Futoran, P.C., a Nevada professional corporation**, with its principal place of business at 341 N Buffalo Dr # D, Las Vegas, NV 89145 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of a gynecologic oncology section under the Obstetrics and Gynecology Department (the "Department") located in Hospital which requires certain Services (as defined below); and

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from a physician(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a gynecologic oncologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of gynecologic oncology, as more specifically described herein; and

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

I. DEFINITIONS

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

- 1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to gynecologic Oncology.
- 1.3 Department. Unless the context requires otherwise, Department refers to the gynecologic oncology section of the Hospital's Obstetrics and Gynecology Department.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to provide Services pursuant to this Agreement. Robert J. Futoran, M.D. is required to provide services as a Member Physician of Provider.
- 1.6 On-Call Services. Emergency and on-call gynecologic oncology services to Hospital's inpatients and outpatients, 24 hours per day/seven days per week in accordance with the rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and the Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
 - a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.
 - c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

- i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- vi. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:

- i. is Board Certified in Gynecologic Oncology;
- ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
- iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
- iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
- v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
- ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

- 2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify the Hospital of such a breach and/or fails to remove any Member Physician that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.
- 2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.6 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.
- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

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

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care

Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

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

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

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for the Provider to perform the Services under this Agreement (excluding Provider’s private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
- b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
- c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing related to the provisions of the Clinical Services.

- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation

with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall provide within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
 - a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities, and;

- c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider \$500.00 per day for the On-Call Services. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on January 1, 2024, and subject to paragraph 7.5, shall remain in effect through December 31, 2024 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:
 - a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation.
 - c. Any action against the license of any of Provider's Member Physicians;
 - d. Any breach of a representation or warranty as required under Section 2.3; or
 - e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.
- 6.3 Termination For Cause.
 - a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

1. The exclusion of Provider from participation in any federal health care program;
 2. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:
1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or
 2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff; or
 3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or
 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
1. The exclusion of Hospital from participation in a federal health care program; or

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
 3. The failure of Hospital to maintain full accreditation by Hospital's Accreditation Body; or
 4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary.

With *Federal False Claims Act*, for knowing violations of the civil False Claims Act may result in fines ranging from \$11,000 to \$21,563, per claim, plus three times the values of the claim and the costs of any civil action brought. For criminal penalties where the value of the false claims(s) is more than \$250, the penalties are imprisonment for a maximum 5 years, a maximum fine of \$25,000; or both.

With *Nevada False Claims Act*, for knowing violations of the civil False Claims Act may result in fines ranging from \$11,000 to \$21,563 in fines, per claim, plus three times the value of damages sustained by the of the claim and the costs of any civil action brought. For criminal penalties where the value of the false claims(s) is less than \$250, the penalties are 6 months to one year imprisonment in the county jail; a maximum fine of \$1,0000 to \$2,000; or both. For criminal penalties where the value of the false claims(s) is more than \$250, the penalties are imprisonment in the state prison from one to four years, and a maximum fine of \$5,000; or both.

Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as

Attachment 1. Provider is expected to immediately report to Hospital's Corporate Compliance Officer Rani Gill directly at (702) 383-6211, or at Rani.Gill@umcsn.com, or through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

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

- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

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

To Provider: Dr. Robert J. Futoran, P.C.
341 North Buffalo Drive, # D,
Las Vegas, NV 89145

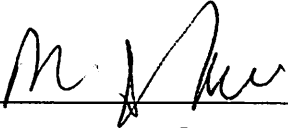
- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

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

Provider:
Dr. Robert J. Futoran, P.C.

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

By: 

By: _____

Name: Robert J. Futoran MD

Name: Mason VanHoweling

Title: President / owner

Chief Executive Officer

Date: 12/05/2023

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital 24 hours per day, 7 days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to the areas of the Adult Emergency Departments and Trauma Department, using all due-diligence arising from the emergency and on-call services.
- b. Provide on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department and Trauma Department patients.
- c. Provider shall present on-site approximately three times per week for inpatient rounding, performing approximately three to four consultations (telephonic coverage at all other times as needed).

Service Location: All services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physician(s): Robert J. Futoran, M.D.

EXHIBIT B

STANDARDS OF PERFORMANCE

The Provider shall ensure that all Member Physicians comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of Hospital's Accreditation Body, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by Hospital's Accreditation Body.
- e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider and all Member Physicians shall comply with the rules,

regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

- j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- k. The parties recognize that as a result of Hospital's patient *mix*, Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

- n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.
- r. Provider shall ensure that all medical record charts will be completed and signed as follows: 1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 30 days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i)inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.
- u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- w. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate.

Attachment 1

Notice of False Claims and Statements

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

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

Federal False Claims Act

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

Liability under the Act attaches to any person or organization who "knowingly":

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

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

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

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;

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

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

Civil penalties range from \$5,000 to \$10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, or Rani Gill, the Corporate Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://umcsn.silentwhistle.com>. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Robert J. Futoran, MD PC						
(Include d.b.a., if applicable)						
Street Address: 7908 W Sahara Ave			Website:			
City, State and Zip Code: Las Vegas, NV 89117			POC Name:			
Telephone No: (702) 410 5822			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).

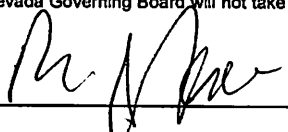
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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 President/owner Title	Robert J. Futoran, MD Print Name 12/05/2023 Date
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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
AGENDA ITEM**

Issue:	Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote with CDW Government, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote with CDW Government, LLC; authorize the Chief Executive Officer to process any additional fund requests for the annual true-ups that are within his delegation; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000854000

Description: Microsoft Software Licenses

Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO

Term: 1/1/2023 to 12/31/2026

Amount: NTE \$5,702,490.51 for three (3) years

Out Clause: Fiscal Act and Fiscal Fund Out

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

Since February 2021, UMC has had an Agreement with CDW Government, LLC (“CDW”) for the purchase of select Microsoft software and licenses that enables UMC to obtain consistent and deeper discounts for Microsoft products and support services than what would be normally be obtained by individual procurements. It also allows UMC’s Information Technology to stay updated on the newest versions without having to purchase each new version independently.

This request is to enter into a new Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote (“Agreements”) with CDW to continue to subscribe to Microsoft. UMC will compensate CDW \$1,900,830.17 per year or a NTE amount of \$5,702,490.51 for three (3) years from January 1, 2024 through December 31, 2026. Staff also requests authorization for the hospital CEO to execute and approve annual true-up costs within his delegation of authority.

These Agreements are being entered into pursuant to UMC’s Agreement with HealthTrust Purchasing Group (“HPG”). HPG is a Group Purchasing Organization of which UMC is a member. This request is in

Cleared for Agenda
December 13, 2023

Agenda Item #

14

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

UMC's Chief Information Officer has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

CDW currently holds a Clark County business license.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RICH MCKOGG,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQHK387	11/8/2023	CAPSA TRIO XP W DRAWERS	1808271	\$580,409.28

IMPORTANT - PLEASE READ

Special Instructions: The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Capsa Trio Chassis 120v 655Wh Elift Mfg. Part#: 207121 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	6220507		
Capsa Trio XP Lock MOD Mfg. Part#: 207126 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	6232014		
Capsa M38e HT Adjustable Tilt Swivel Mount Mfg. Part#: 207024 UNSPSC: 31162313 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	5431635		
Capsa Healthcare Trio Spiral NAM Power Cord Mfg. Part#: 207168 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	6225997		

QUOTE DETAILS (CONT.)

Capsa Trio Work Surface-Notif Light Mfg. Part#: 207077 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	6220953
Capsa EZAdj KYBD Tray - GRY Mfg. Part#: 1975139-GRY Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	6220950
Capsa Healthcare Right Rear Slot Scanner Holder for Trio,M38e Workstation Mfg. Part#: 1970667 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	7149420
Capsa Healthcare SaniWipes Bracket - 160 Count Mfg. Part#: 20344 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	3970983
Capsa Healthcare PDI Bracket Mount - mounting component Mfg. Part#: 1800855 UNSPSC: 42192404 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	2405391
CAPSA 5YR WTY LI BATTERY 655WH Mfg. Part#: BATT5YR655WH Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	7266823
CAPSA CART INTEGRATION 10-24U Mfg. Part#: CDW-CARTINTEGR10-24 Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	7470388
CAPSA CART UNPACKING 10-24U Mfg. Part#: CDW-CARTUNPACK10-24 Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	7470391
Seal Shield Silver Storm Waterproof USB Wired Scroll Mouse Mfg. Part#: STM042 UNSPSC: 43211708 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	2030777
Seal Shield SILVER STORM Medical Grade Keyboard Mfg. Part#: STK503 UNSPSC: 43211706 Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	2009229
HP EliteOne 840 G9 All-in-One Computer - Intel Core i7 12th Gen i7-12700 Do Mfg. Part#: 83R69UT#ABA Contract: HealthTrust Pricing-Catalog (HPG-2500)	62	7439107
Code CR2700 Handled Barcode Reader Kit - Light Gray Mfg. Part#: CR2702-100-A271-C34-MB6 UNSPSC: 43211701	62	5521356

QUOTE DETAILS (CONT.)

Contract: HealthTrust Pricing-Catalog (HPG-2500)

[HP Mounting Plate for Desktop Computer](#)

62

7176856

Mfg. Part#: 6H1W8AA

Contract: HealthTrust Pricing-Catalog (HPG-2500)

[Capsa Healthcare Locking Bin Kit - mounting component - for cart - gray](#)

62

6231990

Mfg. Part#: FG9M3813-GRY

Contract: HealthTrust Pricing-Catalog (HPG-2500)

[Capsa Healthcare Warranty - extended service agreement - 2 years](#)

62

4483220

Mfg. Part#: PARTLAB45YRWITHSTOR

UNSPSC: 81111811

Electronic distribution - NO MEDIA

Contract: HealthTrust Pricing-Catalog (HPG-2500)

SUBTOTAL \$576,611.78**SHIPPING** \$3,797.50**SALES TAX** \$0.00**GRAND TOTAL** **\$580,409.28****PURCHASER BILLING INFO****Billing Address:**

UNIVERSITY MEDICAL CENTER OF SO NV

ACCOUNTS PAYABL

1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329

Phone: (702) 383-2000**Payment Terms:** NET 30-VERBAL**DELIVER TO****Shipping Address:**

UNIVERSITY MEDICAL CENTER OF SO NV

RECEIVING/PO#

1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329

Shipping Method: Expeditors Deferred 3-5 Days**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Bill George** | (866) 892-9697 | billgeo@cdwg.com**Need Help?****My Account****Support****Call 800.800.4239**[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RICH MCKOGG,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQHL006	11/8/2023	CAPSA TRIO DOC CART	1808271	\$572,793.24

IMPORTANT - PLEASE READ

Special Instructions: The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.

QUOTE DETAILS				
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Capsa M38e HT Adjustable Tilt Swivel Mount Mfg. Part#: 207024 UNSPSC: 31162313 Contract: HealthTrust Pricing-Catalog (HPG-2500)	68	5431635		
Capsa Trio Work Surface-Notif Light Mfg. Part#: 207077 Contract: HealthTrust Pricing-Catalog (HPG-2500)	68	6220953		
Capsa Healthcare Right Rear Slot Scanner Holder for Trio,M38e Workstation Mfg. Part#: 1970667 Contract: HealthTrust Pricing-Catalog (HPG-2500)	68	7149420		

QUOTE DETAILS (CONT.)

Capsa EZAdj KYBD Tray - GRY	68	6220950
Mfg. Part#: 1975139-GRY		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Capsa Healthcare Trio Spiral NAM Power Cord	68	6225997
Mfg. Part#: 207168		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Capsa Healthcare SaniWipes Bracket - 160 Count	68	3970983
Mfg. Part#: 20344		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Capsa Healthcare PDI Bracket Mount - mounting component	68	2405391
Mfg. Part#: 1800855		
UNSPSC: 42192404		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
CAPSA CART INTEGRATION 10-24U	68	7470388
Mfg. Part#: CDW-CARTINTEGR10-24		
Electronic distribution - NO MEDIA		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
CAPSA CART UNPACKING 10-24U	68	7470391
Mfg. Part#: CDW-CARTUNPACK10-24		
Electronic distribution - NO MEDIA		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
CAPSA 5YR WTY LI BATTERY 655WH	68	7266823
Mfg. Part#: BATT5YR655WH		
Electronic distribution - NO MEDIA		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Capsa Healthcare Warranty - extended service agreement - 2 years	68	4483215
Mfg. Part#: PARTLAB45YRNOSTOR		
UNSPSC: 81111811		
Electronic distribution - NO MEDIA		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Seal Shield Silver Storm Waterproof USB Wired Scroll Mouse	68	2030777
Mfg. Part#: STM042		
UNSPSC: 43211708		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Seal Shield SILVER STORM Medical Grade Keyboard	68	2009229
Mfg. Part#: STK503		
UNSPSC: 43211706		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
HP EliteOne 840 G9 All-in-One Computer - Intel Core i7 12th Gen i7-12700 Do	68	7439107
Mfg. Part#: 83R69UT#ABA		
Contract: HealthTrust Pricing-Catalog (HPG-2500)		
Code CR2700 Handled Barcode Reader Kit - Light Gray	68	5521356

QUOTE DETAILS (CONT.)

Mfg. Part#: CR2702-100-A271-C34-MB6

UNSPSC: 43211701

Contract: HealthTrust Pricing-Catalog (HPG-2500)

[HP Mounting Plate for Desktop Computer](#)

68

7176856

Mfg. Part#: 6H1W8AA

Contract: HealthTrust Pricing-Catalog (HPG-2500)

SUBTOTAL	\$569,478.24
SHIPPING	\$3,315.00
SALES TAX	\$0.00
GRAND TOTAL	\$572,793.24

PURCHASER BILLING INFO**Billing Address:**

UNIVERSITY MEDICAL CENTER OF SO NV

ACCOUNTS PAYABL

1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329

Phone: (702) 383-2000**Payment Terms:** NET 30-VERBAL**DELIVER TO****Shipping Address:**

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75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Bill George** | (866) 892-9697 | billgeo@cdwg.com**Need Help?**

My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



November 21st, 2023

John Goodnow
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Distribution, IT Products & Services.

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Distribution, IT Products & Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Distribution, IT Products & Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution, IT Products & Services category. A contract was executed with CDW, SHI Intl, HP, Dell Marketing, Cybernet and Insight Direct USA in November of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 4						
Corporate/Business Entity Name:		CDW				
(Include d.b.a., if applicable)		CDW Government LLC				
Street Address:		230 N. Milwaukee Ave		Website: www.cdwg.com		
City, State and Zip Code:		Vernon Hills IL 60061		POC Name: Bill George		
				Email: billgeo@cdwg.com		
Telephone No:		800.808.4239		Fax No: 847.419.6200		
Nevada Local Street Address: (If different from above)		3201 E Alexander Rd.		Website: www.cdwg.com		
City, State and Zip Code:		North Las Vegas, NV 89030		Local Fax No:		
Local Telephone No:		800.800.4239		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)
Please see attached P4 Board and Officer listing		N/A

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.

Pam Janutolo Digitally signed by Pam Janutolo Date: 2023.04.12 11:25:05 -04'00' Signature	Pam Janutolo Print Name 4/10/2023 Date
Manager Vetting and Forms 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:

Signature

Print Name
Authorized Department Representative

CDW Corporate Structure including International Entities
as of 6/11/2021

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		CIK No.. 0001498446		
FEIN: 36-4230110	IL File No. 02909235	DUNS # 02-615-7235	NAICS #454113	
	BOARD OF MANAGERS			
Christine A. Leahy				
Robert F. Kirby				
Christina V. Rother				
	BOARD ELECTED OFFICERS			
Christine A. Leahy	Chief Executive Officer			
Robert F. Kirby	President			
Christina M. Corley	Chief Commercial and Operating Officer			
Collin B. Kebo	Senior Vice President and Chief Financial Officer			
Christina V. Rother	Senior Vice President - Strategic Initiatives			
Ilaria Mocciaro	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote with CDW Government, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote with CDW Government, LLC; authorize the Chief Executive Officer to process any additional fund requests for the annual true-ups that are within his delegation; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000854000

Description: Microsoft Software Licenses

Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO

Term: 1/1/2023 to 12/31/2026

Amount: NTE \$5,702,490.51 for three (3) years

Out Clause: Fiscal Act and Fiscal Fund Out

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

Since February 2021, UMC has had an Agreement with CDW Government, LLC (“CDW”) for the purchase of select Microsoft software and licenses that enables UMC to obtain consistent and deeper discounts for Microsoft products and support services than what would be normally be obtained by individual procurements. It also allows UMC’s Information Technology to stay updated on the newest versions without having to purchase each new version independently.

This request is to enter into a new Microsoft Enterprise Agreement, Enterprise Enrollment, Program Signature Form, and Pricing Quote (“Agreements”) with CDW to continue to subscribe to Microsoft. UMC will compensate CDW \$1,900,830.17 per year or a NTE amount of \$5,702,490.51 for three (3) years from January 1, 2023 through December 31, 2026. Staff also requests authorization for the hospital CEO to execute and approve annual true-up costs within his delegation of authority.

These Agreements are being entered into pursuant to UMC’s Agreement with HealthTrust Purchasing Group (“HPG”). HPG is a Group Purchasing Organization of which UMC is a member. This request is in

Cleared for Agenda
December 13, 2023

Agenda Item #

15

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

UMC's Chief Information Officer has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

CDW currently holds a Clark County business license.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

Program Signature Form

MBA/MBSA number

Agreement number

E7118754

5-0000010856321

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10211
Enterprise Enrolment (Indirect)	X20-10636
Enterprise Amendment	M97 (new)
Discount Transparency Disclosure Form	2602367.004_DTDF
Product Selection Form	2602367.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* University Medical Center of Southern Nevada Signature* Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* University Medical Center of Southern Nevada Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) any Affiliate Enrollment entered into under this Agreement, and (4) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses

obtained through Software Assurance replace any perpetual Licenses for the earlier version.

- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation
- Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.
- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
 - c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. ***Privacy and compliance with laws.***

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. ***Warranties.***

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. ***Defense of third party claims.***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) at: <https://www.microsoft.com/licensing/servicecenter> (or a successor site). Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) orders submitted under this Agreement, and (5) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

49941451

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

54091390

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* University Medical Center of Southern Nevada

Contact name: First* Maria Middle Last* Sexton

Contact email address* Maria.Sexton@umcsn.com

Street address* 1800 W. Charleston Blvd.

City* Las Vegas

State* NV

Postal code* 89102-2329 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 7026716579

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Maria Middle Last* Sexton

Contact email address* Maria.Sexton@umcsn.com

Street address* 1800 W. Charleston Blvd.

City* Las Vegas

State* NV

Postal code* 89102-2329 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 7026716579

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Maria Middle Last* Sexton

Contact email address* Maria.Sexton@umcsn.com

Phone* 7026716579

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.

Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave

City* Vernon Hills

State* IL

Postal code* 60061

Country* United States

Contact name* Patrick McCormack

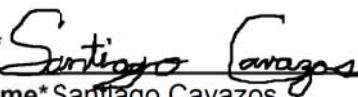
Phone* 312-705-5675

Contact email address* patrick.mccormack@cdw.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*



Printed name* Santiago Cavazos

Printed title* Software Contract Specialist

Date* 11/20/2023

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrolment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrolment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: University Medical Center of Southern Nevada

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	54091390	X	X

Amendment to Contract Documents

Agreement Number

5-0000010856321

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-33204	M365 E3 Unified Sub Per User	0	2400
AAD-33168	M365 E5 Unified Sub Per User	100	0
9K3-00002	Visio P2 FSA Sub Per User	29	0
N9U-00002	Visio P2 Sub Per User	9	0
JFX-00003	M365 F3 FUSL Sub Per User	2400	0
SPU-00002	Power Automate Sub Per User	1	0
68B-00008	Power BI Premium USL Sub Per User	0	5
NK4-00002	Power BI Pro Sub Per User	45	0
7MK-00002	Project P3 FSA Sub Per User	9	0
7LS-00002	Project P3 Sub Per User	1	0
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	0	4800

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(U).docx		M97	B
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Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 11/17/2023
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 2602367.004
Reseller Name: CDW Logistics LLC.
Reseller Address: 200 N Milwaukee Ave.
Vernon Hills, Illinois, US, 60061-1577

Discount Details

For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.

For Ordered Products

Currency	Maximum Resale Price
US Dollar	5,550,384.60

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: CDW Logistics LLC.
University Medical Center of
Customer: Southern Nevada
Signature of Customer's authorized representative:
Printed name:
Printed title:
Date:

SECTION 1 - Licenses and Software Assurance					
Ordered Product Pricing & Usage Year 1					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Project Standard ALng SA	076-01912				
Visual Studio Pro with GitHub ALng SA	QEK-00003				
SQL Server Enterprise Core ALng SA 2L	7JQ-00343				
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254				
Win Server DC Core ALng SA 16L	9EA-00273				
Win Server Standard Core ALng SA 16L	9EM-00267				
Total Year 1 Maximum Price Licenses and Software Assurance					371,595.00
Ordered Product Pricing & Usage Year 2					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Project Standard ALng SA	076-01912				
Visual Studio Pro with GitHub ALng SA	QEK-00003				
SQL Server Enterprise Core ALng SA 2L	7JQ-00343				
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254				
Win Server DC Core ALng SA 16L	9EA-00273				
Win Server Standard Core ALng SA 16L	9EM-00267				
Total Year 2 Maximum Price Licenses and Software Assurance					371,595.00
Ordered Product Pricing & Usage Year 3					
Product Description	Part Number	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Additional Products					
Project Standard ALng SA	076-01912				
Visual Studio Pro with GitHub ALng SA	QEK-00003				
SQL Server Enterprise Core ALng SA 2L	7JQ-00343				
Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254				
Win Server DC Core ALng SA 16L	9EA-00273				
Win Server Standard Core ALng SA 16L	9EM-00267				
Total Year 3 Maximum Price Licenses and Software Assurance					371,595.00

SECTION 2 - Monthly Subscriptions									
Ordered Product Pricing & Usage Year 1									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 E3 Unified Sub Per User	AAD-33204	Adjustable	1/1/2024	Monthly					
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	1/1/2024	Monthly					
Additional Products									
Visio P2 FSA Sub Per User	9K3-00002	Adjustable	1/1/2024	Monthly					
Visio P2 Sub Per User	N9U-00002	Adjustable	1/1/2024	Monthly					
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	1/1/2024	Monthly					
Power Automate Sub Per User	SPU-00002	Adjustable	1/1/2024	Monthly					
Power BI Premium USL Sub Per User	68B-00008	Adjustable	1/1/2024	Monthly					
Power BI Pro Sub Per User	NK4-00002	Adjustable	1/1/2024	Monthly					
Project P3 FSA Sub Per User	7MK-00002	Adjustable	1/1/2024	Monthly					
Project P3 Sub Per User	7LS-00002	Adjustable	1/1/2024	Monthly					
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	1/1/2024	Monthly					
Total Year 1 Maximum Price Monthly Subscriptions									1,478,533.20
Ordered Product Pricing & Usage Year 2									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 E3 Unified Sub Per User	AAD-33204	Adjustable	-	Monthly					
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly					
Additional Products									
Visio P2 FSA Sub Per User	9K3-00002	Adjustable	-	Monthly					
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly					
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly					
Power Automate Sub Per User	SPU-00002	Adjustable	-	Monthly					
Power BI Premium USL Sub Per User	68B-00008	Adjustable	-	Monthly					
Power BI Pro Sub Per User	NK4-00002	Adjustable	-	Monthly					
Project P3 FSA Sub Per User	7MK-00002	Adjustable	-	Monthly					
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly					
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	-	Monthly					
Total Year 2 Maximum Price Monthly Subscriptions									1,478,533.20
Ordered Product Pricing & Usage Year 3									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit Of Measure	Unit Quantity	Maximum Price (USD)	License Quantity	Usage Country	Subtotal (USD)
Enterprise									
M365 E3 Unified Sub Per User	AAD-33204	Adjustable	-	Monthly					
M365 E5 Unified Sub Per User	AAD-33168	Adjustable	-	Monthly					
Additional Products									
Visio P2 FSA Sub Per User	9K3-00002	Adjustable	-	Monthly					
Visio P2 Sub Per User	N9U-00002	Adjustable	-	Monthly					
M365 F3 FUSL Sub Per User	JFX-00003	Adjustable	-	Monthly					
Power Automate Sub Per User	SPU-00002	Adjustable	-	Monthly					

Power BI Premium USL Sub Per User	68B-00008	Adjustable	-	Monthly	
Power BI Pro Sub Per User	NK4-00002	Adjustable	-	Monthly	
Project P3 FSA Sub Per User	7MK-00002	Adjustable	-	Monthly	
Project P3 Sub Per User	7LS-00002	Adjustable	-	Monthly	
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Adjustable	-	Monthly	
Total Year 3 Maximum Price Monthly Subscriptions					1,478,533.20

Future Pricing		
Enterprise Online Services		
Product Description	Part Number	Max Price(USD) / Month
Step-Ups - Enterprise Online Services		
M365 E5 Unified SU M365 E3 Sub Per User	AAD-33196	
Future Monthly - Enterprise Online Services		
M365 E3 Unified Sub Per User	AAD-33204	
M365 E5 Unified Sub Per User	AAD-33168	
Additional Products		
Product Description	Part Number	
True-Ups		
Project Standard ALng LSA	076-01776	
Visual Studio Pro with GitHub ALng LSA	QEK-00001	
SQL Server Enterprise Core ALng LSA 2L	7JQ-00341	
Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	
Win Server DC Core ALng LSA 16L	9EA-00271	
Win Server Standard Core ALng LSA 16L	9EM-00265	
Step-Ups		
Project Professional ALng SASU Project Standard 1 Server CAL	H30-00910	
Visual Studio Ent with GitHub ALng SASU Visual Studio Pro w/GH Ent	QEJ-00004	
Win Server DC Core ALng SASU 16L Win Server Std	9EA-00274	
Higher Editions		
Project Professional ALng LSA 1 Server CAL	H30-00237	
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	
Additional Online Products		
Product Description	Part Number	
Online Services		
Visio P2 Sub Per User	N9U-00002	
M365 F3 FUSL Sub Per User	JFX-00003	
Power Automate Sub Per User	SPU-00002	
Power BI Premium USL Sub Per User	68B-00008	
Power BI Pro Sub Per User	NK4-00002	
Project P3 Sub Per User	7LS-00002	
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	
Step-Ups		
Project P5 SU Project P3 Per User	7SY-00006	
Higher Editions		
Power Automate Premium Sub Per User	1O4-00001	
Project P5 Sub Per User	7SY-00002	

Proposal D

2602367.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	2,500	-	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 E3 USL Unified	2,400
M365 E5 USL Unified	100

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2500	2500	2500	2500

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

University Medical Center of Southern Nevada

Date 11/21/23
Account Manager Bi | George

VSL Specialist Pat McCormack
Channel Price Sheet Month Nov-23

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment											
Customer to make three annual payments to CDW-G											
Microsoft Part #		Description	Level	Quantity	Price	Year 1		Year 2		Year 3	
						Extended		Price	Extended	Price	Extended
Online Services											
AAD-33168	M365 E5 Unified Sub Per User	D	100	\$							
AAD-33204	M365 E3 Unified Sub Per User	D	2400	\$							
JFX-00003	M365 F3 FUSL Sub Per User	D	2400	\$							
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	D	4800	\$	-	\$ -		\$ -	\$ -	\$ -	\$ -
SPU-00002	Power Automate Sub Per User	D	1	\$							
68B-00008	Power BI Premium USL Sub Per User	D	5	\$							
NK4-00002	Power BI Pro Sub Per User	D	45	\$							
7MK-00002	Project P3 FSA Sub Per User	D	9	\$							
7LS-00002	Project P3 Sub Per User	D	1	\$							
9K3-00002	Visio P2 FSA Sub Per User	D	29	\$							
N9U-00002	Visio P2 Sub Per User	D	9	\$							
On Premises - License & Software Assurance											
076-01912	Project Standard	D	5	\$							
7JQ-00343	SQL Server Enterprise Core ALng SA 2L	D	90	\$							
QEK-00003	Visual Studio Pro with GitHub ALng SA	D	8	\$							
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	D	100	\$							
9EA-00273	Win Server DC Core ALng SA 16L	D	61	\$							
9EM-00267	Win Server Standard Core ALng SA 16L	D	131	\$							
Annual True Up (estimates)			D	1	\$ 316,805.00	\$ 316,805.00		\$ 316,805.00	\$ 316,805.00	\$ 316,805.00	\$ 316,805.00
Year 1 Total						\$ 1,900,830.17		Year 2 Total	\$ 1,900,830.17	Year 3 Total	\$ 1,900,830.17
Three Year Total						\$ 5,702,490.51					

Notes

Renewal quote for EA #: 54091390 - Expires 12/31/23

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated.

For clarification purposes product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement and any extensions thereof and UMC of Southern NV remains an active member of HealthTrust."

The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services (the Agreement). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.



November 21st, 2023

John Goodnow
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Distribution, IT Products & Services.

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Distribution, IT Products & Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Distribution, IT Products & Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution, IT Products & Services category. A contract was executed with CDW, SHI Intl, HP, Dell Marketing, Cybernet and Insight Direct USA in November of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 4						
Corporate/Business Entity Name:		CDW				
(Include d.b.a., if applicable)		CDW Government LLC				
Street Address:		230 N. Milwaukee Ave		Website: www.cdwg.com		
City, State and Zip Code:		Vernon Hills IL 60061		POC Name: Bill George		
				Email: billgeo@cdwg.com		
Telephone No:		800.808.4239		Fax No: 847.419.6200		
Nevada Local Street Address: (If different from above)		3201 E Alexander Rd.		Website: www.cdwg.com		
City, State and Zip Code:		North Las Vegas, NV 89030		Local Fax No:		
Local Telephone No:		800.800.4239		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)
Please see attached P4 Board and Officer listing		N/A

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.

Pam Janutolo Digitally signed by Pam Janutolo Date: 2023.04.12 11:25:05 -04'00' Signature	Pam Janutolo Print Name 4/10/2023 Date
Manager Vetting and Forms 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:

Signature

Print Name
Authorized Department Representative

CDW Corporate Structure including International Entities
as of 6/11/2021

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		CIK No.. 0001498446		
FEIN: 36-4230110	IL File No. 02909235	DUNS # 02-615-7235	NAICS #454113	
	BOARD OF MANAGERS			
Christine A. Leahy				
Robert F. Kirby				
Christina V. Rother				
	BOARD ELECTED OFFICERS			
Christine A. Leahy	Chief Executive Officer			
Robert F. Kirby	President			
Christina M. Corley	Chief Commercial and Operating Officer			
Collin B. Kebo	Senior Vice President and Chief Financial Officer			
Christina V. Rother	Senior Vice President - Strategic Initiatives			
Ilaria Mocciaro	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Addendum Four to Service Order Number 1 with Ricoh USA, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Addendum Four to Service Order Number 1 with Ricoh USA, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operational Fund
Fund Center: 3000831000 Funded Pgm/Grant: N/A
Description: Copier/Printer Services and Non-Fleet Management Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO
Term: Addendum 4 – Extend through March 31, 2025
Amount: Addendum 4 – additional \$848,606.56; Total cumulative is \$8,770,370.41
Out Clause: Budget and Fiscal Fund Out

BACKGROUND:

On February 27, 2019, the Governing Board approved the Agreements with Ricoh USA, Inc. (“Ricoh”) to provide copier/printer services (i.e Fleet), print shop services and repair/maintenance for non-Ricoh devices (i.e. non-fleet) at Ricoh’s HPG pricing rates. UMC agreed to compensate Ricoh \$63,191.61 per month for sixty-months. Addendum Number 1 to Service Order Number 1, effective April 19, 2019, added additional equipment to the Customer Leased Equipment coverage. Addendum Number 2 to Service Order Number 1, effective July 17, 2020, updated the language to the Master Fleet Listing. Addendum Number 3 to Service Order Number 1, effective July 17, 2020, added the 24x7 Equipment List to Service Order Number 1.

This Addendum Four to Service Order Number 1 requests to extend the term through March 31, 2025, and increase the funding by an additional \$848,606.56 to support the extension period.

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

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

Cleared for Agenda
December 13, 2023

Agenda Item #

16

Ricoh currently holds a Clark County business license.

This Addendum was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.



**ADDENDUM NUMBER FOUR (4)
TO SERVICE ORDER NUMBER 1**

This Addendum Number Four (4) (“**Addendum**”) is effective as of April 1, 2024 (the “**Addendum Effective Date**”), and amends Service Order Number One (1), effective as of April 1, 2019 (“**Service Order**”) made pursuant to the Master Service Agreement, dated as of February 28, 2019 (“**Agreement**”), by and between University Medical Center of Southern Nevada (“**Customer**”) and Ricoh USA, Inc. (“**Ricoh**”). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Service Order and/or Agreement. Customer and Ricoh are referred to herein collectively as the “Parties” and individually, each a “Party.”

WHEREAS, the Parties have entered into that certain Service Order for Ricoh’s provision of the Services, Equipment and other products to Customer in accordance with the terms and conditions set forth therein; and

WHEREAS, the Parties now desire to amend the Service Order, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in connection with the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Addendum Effective Date, the Parties hereby agree as follows:

1. **Term.** The Initial Term of the Service Order is hereby extended an additional twelve months, concluding on March 31, 2025, unless earlier terminated pursuant to the terms of the Agreement and/or Service Order.
2. **Minimum Service Fee.** The Minimum Service Fee in Exhibit A to the Service Order is hereby revised to \$70,717.13.

Entire Agreement; Addendum. To the extent there is a conflict between the terms of this Addendum and the terms of the Service Order and/or Agreement, the terms of this Addendum shall control. Except as specifically set forth above, all terms and conditions of the Service Order and Agreement, including any addenda thereto, shall remain in full force and effect without modification thereto, and the Service Order and Agreement shall remain binding obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Addendum as of the Addendum Effective Date.

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: 
Name: Karl Lamb
Title: Region Vice President
Date: 11/21/23



November 21st, 2023

John Goodnow
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Copier Equipment & Supplies.

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Copier Equipment & Supplies. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Copier Equipment & Supplies category. HealthTrust issued RFPs and received proposals from identified suppliers in the Copier Equipment & Supplies category. A contract was executed with Ricoh USA, Konica Minolta, Dex Imaging and Xerox Corp in October of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Ricoh USA				
(Include d.b.a., if applicable)						
Street Address:		300 Eagleview Blvd		Website: www.Ricoh-usa.com		
City, State and Zip Code:		Exton, PA 19341		POC Name: Karl Lamb Email: karl.lamb@ricoh-usa.com		
Telephone No:		610-296-8000		Fax No:		
Nevada Local Street Address: (If different from above)		6285 South Valley View Ste F		Website: same as above		
City, State and Zip Code:		Las Vegas, NV 89118		Local Fax No:		
Local Telephone No:		702-550-8093		Local POC Name: same as above 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).

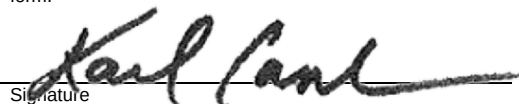
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Carsten Bruhn	President and CEO	N/A
Peter H Stuart	Exec VP, Office Solutions	
Gavin Jordan-Smith	Senior VP	
Donna J Venable	Exec VP, HR	

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	Karl Lamb Print Name
Region Vice President Title	11/27/23 Date

DISCLOSURE OF RELATIONSHIP

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

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

Issue: Master Services Agreement with Savista, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Master Services Agreement with Savista, LLC for Coding and Auditing Services; 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)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Coding and Auditing Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: Auditing: 12 mos. from Effective date, with two 1-year auto renewal options; Coding: 12-month term	
Amount: NTE \$2,098,201.83	
Out Clause: 90 days prior to renewal for Auditing Services; Budget Act and Fiscal Fund Out	

BACKGROUND:

This request is to enter into a new Master Services Agreement (“Agreement”) with Savista, LLC (“Savista”) for Coding and Auditing Services. Savista will provide remote coding services to assist UMC with coding of patient medical records using the ICD-10 code sets. Savista will also provide professional auditing services comprised of medical record coding and documentation quality audit services to ensure coding accuracy. UMC will compensate Savista a NTE amount of \$2,098,201.83 for twelve (12) months from the Effective date. The auditing services include two 1-year auto renewal options. 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 Director of Health Information Management has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

A Clark County business license is not required because this Agreement is for the provision of remote services.

Cleared for Agenda
December 13, 2023

Agenda Item #

17

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.



MASTER SERVICES AGREEMENT BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA AND SAVISTA, LLC

This MASTER SERVICES AGREEMENT (the "Agreement") between Savista, LLC, a Delaware limited liability company and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes Nevada corporation ("UMC"), is effective on the last date signed below (the "Effective Date"). The Agreement shall be in effect commencing on the Effective Date and shall remain in effect until every Statement of Work ("SOW") duly entered into hereunder expires or is terminated (the "Term").

Savista, LLC, and its operating affiliate Savista Global Healthcare Services, LLC (collectively, "Savista") offer services which assist healthcare clients with their revenue cycle operations.

UMC (i) owns and operates healthcare providers and wishes to enter into an agreement for the Service(s) described in the SOW(s), and (ii) represents that it has authority to bind each facility and site identified on any SOW to this Agreement, and that this Agreement is binding on each facility and site identified on any SOW.

The Parties agree as follows:

1. Definitions.

"Client" means UMC and includes any and all facilities or sites identified on any SOW. Client may add additional facilities or sites including any appropriate fee adjustments upon mutual, written agreement with Savista.

"Client Data" means any data or information transmitted by Client to Savista in connection with the Service(s).

"Deliverable(s)" means any report or other output that Savista delivers to Client as set forth in the applicable SOW. Deliverable(s) do not include any technology or any Savista Proprietary Information.

"EMR" means Electronic Medical Records and generally refers to technology systems for managing patient account data. The term, EMR, is sometimes used interchangeably with PAS (Patient Accounting System) and/or EHR (Electronic Health Records).

"Intellectual Property Rights" means the patent rights, copyright rights, trademarks, trade secret rights, and any other intellectual property rights recognized by the law of any applicable jurisdiction.

"Party" means each of Savista and Client, which are collectively, the "Parties".

"Personally Identifiable Information" means any information regarding Savista Employee which can be used to distinguish or trace the Savista Employee's identity, such as name, social security number, phone number, home address, date of birth, etc.

"Proprietary Information" means: (i) as permitted by applicable law, the redacted terms of this Agreement and its Exhibits, Schedules and SOW(s); (ii) each Party's business processes and plans; (iii) Client Data provided to Savista; (iv) SaaS (defined below); (v) any personally identifiable information relating to any Savista Employee; and (vi) any other information which is disclosed to a Party in connection with this Agreement which, by its nature, should reasonably be considered as confidential or proprietary.

"SaaS" means artificial intelligence or machine learning licensed in connection with any Services.

"Savista" has the meaning set forth in the recital above. For avoidance of doubt, Savista is neither an underwriter nor a staffing agency.

"Savista Employee" collectively and individually means any person or persons employed by Savista to perform Services.

"Service(s)" means Savista's professional, consulting, or contracting services, and any Savista Deliverable(s) identified under any SOW.

"SOW" or "Statement of Work" means any document(s) Savista and Client have executed pursuant to this Agreement that describes any of the Service(s) which are provided to Client.

"The Joint Commission" means the accrediting organization that sets national standards for safety and quality of care.

"The Joint Commission Standards" means the basis of the Joint Commission's evaluation process, which measures and assesses the performance of health care organizations (the "Standards").

2. Agreement Attachments. The following attachments, and any future documents executed by the Parties pursuant to the terms hereof, are an integral part of this Agreement and are incorporated by reference:

Exhibit A: Business Associate Agreement
 Exhibit B: Travel Reimbursement Policy
 SOW 1 for Coding Audit Services
 SOW 2 for Coding Interim Services

3. Compensation.

3.1 Payment for Service(s). Client shall pay Savista the fees set forth in the SOW(s) as consideration for the Service(s). The Parties acknowledge that any decrease in patient or account volumes, or any increase in scope of Services may warrant a fee increase. [REDACTED]

3.2 Taxes Excluded. Unless otherwise stated, Savista fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Client is responsible for paying all applicable Taxes, excluding only Taxes based upon Savista's net income. If Savista has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client unless Client provides Savista with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Terms of Payment. Savista shall submit monthly invoices for the Services. Client shall remit payment within 30 days from the invoice date via check, electronic payment or Automated Clearing House ("ACH") directly to Savista. Client represents and warrants that it does not use a third-party payer or vendor management company to process its invoices. If Client disputes any part of an invoice, Client shall notify Savista of such dispute and the reason for such dispute within 10 days of receipt of such invoice or the invoice shall be deemed accepted. Client shall timely pay the undisputed portion of such invoice to Savista. Regardless of any language that conflicts or appears to conflict: in addition to any other remedies available at law or in equity, Savista may in its sole discretion terminate any SOW or suspend Services upon written notice to Client in the event Client has any unpaid past-due invoices with Savista.

3.4 Expenses. Client shall reimburse Savista for all pre-authorized travel and lodging expenses, that Savista incurs in performing the Services in compliance of Exhibit B. Client may from time to time request customization of the Services, such as customized reporting or specific Services, and Savista shall have no obligation to customize the Services nor the manner in which the Services are delivered, except to the extent expressly set forth in a SOW together with applicable expense reimbursements and/or fee adjustments.

3.5 Consumer Price Index ("CPI"). Savista, in its sole but reasonable discretion, may annually increase the fees set forth in any SOW by an amount equal to the lesser of: (i) the Annual CPI; or (ii) 3%. "Annual CPI" means average CPI for the previous 12-month Period in the Professional Services Component of the Medical Index of the "All cities-All urban consumers" index of the Consumer Price Index prepared by the Bureau of Labor Statistics of the United States Department of Labor. Notwithstanding the foregoing, Savista will not apply the CPI annual increase to any contingency fees for services set forth in a SOW.

3.6 Third-Party Fees. Client shall be responsible for any fees associated with Savista's access to Client's third-party systems necessary to provide the Services under this Agreement or any SOW. Savista is not responsible for any third-party fees associated with Client's review or payment of invoices.

4. Change Requests and Cooperation.

4.1 Project Changes. All statements concerning the estimated time to perform the Service(s) are good faith estimates based upon information available at the time made. Further, the fees set forth in each SOW are based on the representations of and the information provided by Client prior to or at the time of execution of the SOW. Each SOW is subject to equitable adjustment upon any material variance or omission in such information, the occurrence of an excusable delay (as provided in Section 4.2 or Section 4.3 respectively), or upon any modification of the scope, timing, resources, or volume of Service(s) that the Parties have agreed to in a SOW. Any change in scope that modifies the fees or the project schedule is nonbinding unless and until agreed to in writing by the Parties.

4.2 Client Commitments and Cooperation.

4.2.1 Client understands and acknowledges that the Services cannot be performed without sufficient access to Client systems, specific patient data maintained in Client's network systems, certain Client personnel who are authorized to make decisions, and in some instances also to certain Client-provided equipment and/or Client facilities.

4.2.2 Client acknowledges and understands revenue cycle process optimization requires close collaboration with Client personnel with relevant decision-making authority. Client must provide the Savista team with direct access to the Client leadership responsible for making decisions relating to Client's revenue cycle, including by way of example and not limitation: Client's Director or Vice President of Revenue Cycle and any other Client personnel responsible for establishing or measuring Client's revenue cycle metrics. Access to or through a vendor management company is not sufficient decision-maker access. Client shall: (i) provide prompt responses to questions relating to Client's revenue cycle systems and operations as they pertain to the Services; (ii) provide data promptly and in the format reasonably requested by Savista; (iii) ensure that the appropriate decision makers participate in any implementation meetings and service review meetings; (iv) contribute to system and data integrity testing; (v) timely and appropriate access to any Client systems necessary to complete the Services; and (vi) assist Savista with any activities or tasks required to complete the Services; and (vii) any other requirements set forth in a SOW.

4.2.3 EMR Conversions. The Parties understand and acknowledge that any conversion from one EMR to another EMR or upgrading from one EMR version to a newer EMR version, typically entails significant operational and technical challenges which typically are disruptive the revenue cycle. While Savista strives to minimize the impact of any such EMR conversions, Client understands and acknowledges that Savista's ability to deliver the Services will be impacted by any EMR conversion that Client may undertake, and the degree of impact is heavily dependent on areas of Client's operations which are outside of the scope of Services. Nothing in this Agreement obligates Savista to manage any aspect of any EMR conversion except as may be expressly set forth in an SOW together with applicable pricing, and any Savista performance obligation impacted by any EMR conversion is excused to the extent impacted by an EMR conversion or operational disruptions associated with it.

4.2.4 If Client impedes or delays the delivery of any Service(s) by: (i) failing to provide or delaying the necessary access to patient data, network systems, equipment, or facilities; (ii) failing to complete required tasks or perform its obligations under this Agreement, for any reason; or (iii) providing materially untrue or incorrect information, then Savista's failure or delay in the performance of the Services shall be excused.

4.3 Nature of Services and Support Exclusions. The Parties understand and acknowledge that revenue cycle management encompasses a broad range of complex operations and systems, and that Savista does not purport to resolve all of Client's operational challenges. Savista has no obligation to provide: (i) any service that is not expressly memorialized in a SOW; (ii) any computer program, technology, platform, SaaS, or hardware except as may be expressly set forth in a SOW; (iii) any customized services, reporting, or data extracts except for those expressly set forth in an SOW; (iv) any services arising out of or relating to Client's implementation or modification to any system that Client licenses from a third party, or (v) any services which require the cooperation, input or participation of Client personnel when such Client personnel are non-responsive to Savista's feedback, queries or recommendations.

5. Confidentiality.

5.1 Treatment of Proprietary Information. Each Party, as a recipient of Proprietary Information (a "Recipient"), shall: (i) hold all Proprietary Information in confidence; (ii) not disclose any Proprietary Information to any person outside of the Recipient's business organization (except to Recipient's contractors and consultants in connection with the Recipient performing its obligations under this Agreement and only if the Recipient's contractors and consultants are subject to appropriate nondisclosure obligations consistent with the obligations in this Section 6); (iii) only disclose Proprietary Information within its organization on a "need-to-know" basis to individuals who understand the confidential nature of the Proprietary Information; and (iv) treat the Proprietary Information with the same degree of care regarding its secrecy and confidentiality as Recipient treats confidential information within its business organization, but in no event, less than a reasonable degree of care. Proprietary Information remains the property of the disclosing Party, and its disclosure to the Recipient creates only a limited right for the Recipient to use the Proprietary Information in furtherance of its obligations under this Agreement or as otherwise provided for herein.

5.2 Exceptions. Recipient's confidentiality and nondisclosure obligations do not apply to any information that:

- (i) is or becomes publicly available (other than by a breach of this Agreement), including any information filed with any governmental agency and available to the public;
- (ii) is obtained from a third party that to its knowledge is legally entitled to disclose the information;
- (iii) Recipient can demonstrate it knew before the disclosing party disclosed the information; or
- (iv) Recipient can demonstrate it developed independently of any disclosure made by the disclosing party.

5.3 Legal Obligations to Disclose. If Recipient is requested or required by a subpoena, court order, or other legal or regulatory requirement to disclose any Proprietary Information, then Recipient may disclose any portion of the Proprietary Information that its counsel recommends is required to be disclosed. The Recipient shall promptly notify the

disclosing Party in writing of the obligation to disclose so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

5.4 Personally Identifiable Information. Client represents that in order to comply with The Joint Commission Standards, Client must obtain certain Personally Identifiable Information relating to the Savista Employee who will access Client's systems. Client warrants that any Personally Identifiable Information disclosed to Client shall be secured through appropriate technical and administrative safeguards.

5.5 Client Data. All Client Data is Proprietary Information of Client and each Client represents and warrants that it will only provide to Savista the data that it owns, or has the right and license to use. Client grants to Savista and any current or future Savista affiliate, a non-exclusive, fully-paid, royalty-free, and irrevocable right and license to use and modify Client Data solely for the purpose of fulfilling Savista obligations under this Agreement. The use and modification of any such Client Data that is subject to the Department of Justice Guidelines on aggregation of pricing data will be in compliance with these Guidelines if applicable.

Additionally, any use of Protected Health Information must be in full compliance with: (i) HIPAA; (ii) the HITECH Act; and (iii) any Business Associates Agreement entered into by the Parties during the Term.

5.6 HIPAA. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as set forth in Exhibit A.

5.7 Information Security Incidents. In the event either Party experiences an Information Security Incident it shall promptly notify the other Party. For the purposes of this paragraph, an "Information Security Incident" means any actions or omissions including but not limited to ransomware, malware, and data breach incidents that compromise the security, confidentiality, or integrity of any safeguards put in place that relate to or impact data and systems of the Parties that interact. Upon receiving such notice, such Party may immediately suspend access to its systems, services and products until such time as it reasonably determines there is no longer a security risk.

5.8 Duration of Obligations. This Section 5 governs any disclosure of Proprietary Information made during the Term. The nondisclosure obligations of the Recipient under Section 5.1 remain in effect for a period of 36 months following the expiration or termination of this Agreement provided, however.

5.9 Regardless of any provision in this Agreement that conflicts or may appear to conflict:

- (i) Nothing in this Agreement prohibits Client from disclosing information in order to comply with a court order, subpoena, or similar legal process, or from providing truthful testimony in connection with a legal proceeding, including any proceeding conducted by a state or federal agency, provided that any confidential information disclosed is designated and otherwise treated as confidential;
- (ii) Client shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, Client may disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Client may also disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b); and
- (iii) Prior to the disclosure of the terms of this Agreement (as allowed by applicable law) any documentation or information related to the provision of Services, any consultant or contractor of Client shall agree in writing to non-disclosure, confidentiality, and usage restrictions substantially identical to those set forth in this Agreement. Notwithstanding the foregoing, neither Client nor its contractors or consultants shall use the terms of this Agreement or any Savista proprietary information to perform benchmarking. Further, any contractor or consultant to Client may not share Savista's proprietary or confidential information with its other customers. Client shall be responsible for the actions of its consultants or contractors in violation of this Section 5.

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

directly related to any demand for the disclosure of Savista documents in Client's custody and control in which Savista claims to be confidential and proprietary.

6. Warranty.

6.1 Warranties of Savista. Savista represents and warrants that the Service(s) will be performed in a professional manner during the term of the applicable SOW (the "Warranty Period").

6.2 Sole and Exclusive Remedy. Client's sole and exclusive remedy, and Savista's sole and exclusive liability, for a breach of the representations and warranties in Section 6.1 are: (i) repeating or reprocessing of the Service(s) (if possible) by Savista at no additional charge; or (ii) termination pursuant to the terms of Section 8.2.

6.3 Disclaimers. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, SAVISTA EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT NEITHER SAVISTA NOR ITS SUPPLIERS IS ENGAGED IN THE PRACTICE OF MEDICINE. THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL REVIEW AND JUDGMENT. CLIENTS ARE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL PATIENT, VISIT AND OTHER INFORMATION AND/OR DATA IN OR GENERATED BY THE SERVICES BEFORE ACTING ON OR ALLOWING IT TO BE USED FOR CLINICAL PURPOSES. SAVISTA IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR CLAIMS BY CLIENT RELATING TO: (I) THE ACCURACY OF DATA ORIGINATING FROM THIRD PARTY CONTENT DATABASES OR SYSTEMS, (II) ANY DATA ENTERED OR PROVIDED BY CLIENT, INCLUDING THE ACCURACY OF CODES, (III) ANY BODILY INJURY OR DEATH RESULTING FROM CLIENT'S OR ANY HEALTHCARE PROVIDER'S RELIANCE ON THE PATIENT INFORMATION IN OR GENERATED BY THE SERVICES, OR (IV) BACKUP AND RECOVERY OF ANY DATABASE AND ANY STORED DATA. CLIENT UNDERSTANDS THAT SAVISTA IS RELYING UPON DATA, INFORMATION, AND DOCUMENTATION PROVIDED BY CLIENT, AND SAVISTA IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR ANY CLIENT DATA, INFORMATION, OR DOCUMENTATION QUALITY AND INTEGRITY ISSUES THAT INHIBIT SAVISTA FROM PROVIDING THE SERVICES UNDER ANY SOW.

7. Indemnification, Insurance and Limitation of Liability.

7.1 General Indemnification. To the extent allowed by Nevada law, each Party shall defend and indemnify against all claims, losses, damages and costs, including reasonable attorneys' fees and expenses (collectively, "Losses"), due to any legal action brought by any third-party in connection with any negligent act, omission or breach of any obligation under this Agreement by the indemnifying party or by any of that party's employees, officers or agents. Regardless of any language that conflicts or appears to conflict, however: (a) neither Party is responsible for Losses incurred by reason of the other Party's negligence or willful misconduct, and (b) the foregoing indemnification obligations specifically exclude any Losses relating to any government investigation (except for an OIG investigation into a HIPAA breach), Joint Commission Accreditation Assessment, or third party audit.

7.2 Notice of Indemnification Claims. To the extent allowed by Nevada law, Indemnified Party shall give Indemnifying Party prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section 7.1 (General Indemnification). Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Section 7.2 does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any Losses.

7.3 Insurance. Savista shall maintain the below coverage with coverage underwritten by an insurance carrier with an A.M. Best Company rating of no less than "A-". All insurance coverages shall not be cancelled or materially amended with less than 30 days' prior written notice to Client.

7.3.1 Commercial General Liability Insurance. Savista shall maintain on occurrence basis forms: (i) primary commercial general liability insurance to cover Savista and its employees for bodily injury and property damage to third parties in an amount not less than \$1 million per occurrence and \$2 million general aggregate; (ii) products-completed operations in an amount not less than \$2 million aggregate; (iii) blanket contractual liability in an amount of not less than \$1 million per occurrence; and (iv) personal and advertising injury in an amount not less than \$1 million per occurrence.

7.3.2 Workers' Compensation/Employer's Liability Insurance. Savista shall maintain workers' compensation coverage as required by statute, which (unless otherwise agreed to by Savista and

Client) shall be in the form of a workers' compensation insurance policy. Savista shall maintain employer's liability insurance in an amount not less than: (i) \$1 million per accident; (ii) \$1 million for disease policy limit; and (iii) \$1 million disease coverage per employee.

7.3.3 Commercial Automobile Liability Insurance. Savista shall maintain primary commercial automobile liability insurance to cover Savista and its employees for bodily injury and property damage to third parties arising from the ownership, maintenance, or use of an owned, non-owned, or hired vehicle in an amount not less than \$1 million combined single limit.

7.3.4 Umbrella Liability Insurance. Savista shall maintain an umbrella liability or excess liability insurance policy of not less than \$5 million per occurrence and \$5 million aggregate, in addition to the required commercial general liability, employer's liability, and commercial automobile liability coverages.

7.3.5 Professional Liability Insurance. Savista shall maintain professional liability insurance covering financial loss resulting from:

- (i) any negligence or error or omission in the rendering of professional services under the Agreement, as applicable, in an amount not less than \$5 million per occurrence and \$5 million annual aggregate; and
- (ii) any security or privacy incident or breach, network security failure, data damage, destruction or corruption, unauthorized access, unauthorized use, virus transmission, denial of service, unauthorized disclosure of nonpublic personal or corporate information, or loss of income from, in the rendering professional services under the Agreement, as applicable, in an amount not less than \$5 million per occurrence and \$5 million annual aggregate.

7.4 Limitation of Liability. Client acknowledges that Savista's services are advisory in nature and that should Client desire to implement any recommendations made, Client is solely responsible for the results therefrom. Client is solely responsible for its compliance with state and federal statutes, laws, regulations, policies or other governmental regulations including Medicare reimbursement, and accurate and complete code assignment. Savista is not liable for claims attributable to any errors, omissions, or other inaccuracies in the information or material contained in the Client Data or data Savista receives from third-parties. EXCEPT FOR CLIENT'S FAILURE TO PAY FOR THE SERVICE(S) OR A COURT FINDING OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED [REDACTED].

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, REVENUE LOSS, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICE(S) (including, without limitation, any damages for lost or damaged files or data, lost profits, business interruption, lost savings, or loss of business opportunity or goodwill), EVEN IF FORESEEABLE OR INFORMED OF THE POSSIBILITY IN ADVANCE.

This limitation of liability is fundamental to this Agreement. The Parties reviewed and bargained these terms and neither Party would be willing to enter into this Agreement without this limitation.

8. Termination.

8.1 Termination of Agreement for Breach. If any Party breaches any material provision of this Agreement (excluding any SOW), then the non-breaching Party shall provide written notice of the breach to the other Party. If the breaching Party fails to cure the breach within 30 days after receiving written notice, then the non-breaching Party may terminate the Agreement, and all attached SOWs, in its sole discretion, by providing a letter of termination to the breaching Party specifying the exact date of termination.

8.2 Termination of any SOW for Breach. If any Party breaches any material provision of any SOW, then the non-breaching Party to the SOW shall provide written notice of the breach to the other Party to the SOW. If the breaching Party fails to timely cure the breach within 30 days after receiving written notice, then the non-breaching Party may terminate only the applicable SOW, in its sole discretion, by providing a letter of termination to the breaching Party specifying the exact date of termination of the SOW.

8.3 Insolvency. Should Client (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankruptcy; (iv) consent to the filing of a petition of bankruptcy against it; (v) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) seek reorganization under any bankruptcy act; (vii) consent to the filing of a petition seeking such reorganization; or (viii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such Client's

property or providing for the liquidation of such Client's property or business affairs; then, in any such event, Savista, at its option and without prior notice, may suspend services or terminate this Agreement effective immediately.

8.4 Effect of SOW Expiration or Termination. Expiration of any SOW's term, or termination of any SOW, does not terminate this Agreement, or any remaining SOWs, unless the terminating or expiring SOW is the last-remaining SOW in effect, in which case its termination or expiration will terminate the Agreement.

8.5 Limitation of Term. No SOW shall exceed five (5) years.

9. General Provisions.

9.1 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current fiscal year under the Local Government Budget Act . The Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Clients governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated. Notwithstanding the foregoing, nothing in this Section is intended to excuse Client's obligation to pay for services rendered under the Agreement.

9.2 Statutory Audit Rights for Services. In connection with 42 U.S.C. § 1395x(v)(1)(I) (and the implementing regulations set forth at 42 C.F.R. §§ 420.300-.304), and until the expiration of four years after the furnishing of the Service(s), Savista shall grant to the Secretary of the Department of Health and Human Services, the Secretary's duly-authorized representative, the Comptroller General of the United States, or the Comptroller General's duly-authorized representative, the right to review any and all books, documents, and records as may be necessary to certify the nature and extent of the costs of the services in excess of \$10,000 per year. If Savista performs any of its duties under this Agreement by way of a subcontract with a related organization, and the value or cost of those subcontracted duties is \$10,000 or more over a 12-month period, then that subcontract shall contain a clause to the same effect as this Section 9.1.

9.3 Compliance with Law. Throughout the Term each Party's respective performance under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

9.4



9.5 Subcontractors. Savista may use subcontractors as necessary to provide the Services.

9.6 Force Majeure. The performance of any obligations to be performed under this Agreement (other than an obligation to pay money or issue credit) is excused to the extent that performance is prevented or delayed by an act of God or the public enemy, pandemic, terrorism, insurrections, riots, fire, explosion, flood, government order, hacker attacks, the acts or omissions of any third parties not under the control of either party, or other reasonably unforeseeable causes beyond the control and without fault or negligence of the Party so affected and if, by the exercise of due diligence, the Party is unable to prevent or overcome the event. The Party so affected must give prompt written notice to the other Party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as rapidly as possible.

9.7 Facsimile/Electronic Mail. All documents pertaining to this Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document Format or similar format including DocuSign. Any signature transmitted by those shall be deemed an "original signature". All documents pertaining to this Agreement may be executed in two or more counterparts, but all of which, taken together, shall constitute one and the same instrument.

9.8 Governing Law. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Nevada.

9.9 Independent Contractor. The relationship of Savista to Client created by this Agreement is that of an independent contractor; there is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties and neither party owes the other a fiduciary duty.

9.10 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

9.11 Services and Workplace Safety.

9.11.1 Client understands and acknowledges that: (a) the Services are provided by Savista Employee who are hired, trained and developed by Savista, (b) replacing Savista Employee entails considerable time, effort and expense to identify, recruit, screen, onboard, train and develop, and (c) Savista's ability to perform the Services is dependent upon its ability to retain the Savista Employee. During the term of this Agreement and for 12 months after, Client shall not directly or indirectly solicit any Savista employee for hire by Customer; however, employment through public advertisements of open positions shall not be considered a solicitation under this Paragraph.

9.11.2 For any Savista Employee providing services to Client under a SOW, upon reasonable request, Savista shall provide an attestation letter confirming it performed a background check in accordance with Savista policies and procedures. Except for such attestation letters, Savista shall have no obligation to provide or disclose any personally identifiable information about any Savista Employee.

9.11.3 Savista shall have sole discretion to utilize any Savista Employee from any of its affiliates in the performance of any Services.

9.11.4 Savista shall not perform services on-site without an amendment to this Agreement.

9.12 Notices. Any notices or other communications required or permitted to be given under this Agreement shall be in writing and delivered by personal delivery, overnight courier service, or registered or certified mail (return receipt requested, postage prepaid). Notices are deemed to have been given on the later of: (i) the date when personally delivered; (ii) the date which immediately follows the date of delivery to an overnight courier service; or (iii) the date which is seven days from the date of deposit in the United States Postal Service in the manner described in this Section 9.11. Notices shall be addressed as indicated below, and either Party may change its address in accordance with this Section 9.11.

If to Savista:
Attn: Legal/Contracting
Savista, LLC
200 North Point Center East, Suite 200
Alpharetta, GA 30022

If to Client:
Attn: Legal Department
University Medical Center of Southern Nevada
1800 W Charleston Blvd.
Las Vegas NV, 89102-2386

9.13 Publicity/Use of Marks. Savista may not include Client in its listing of clients and may not announce Client's selection of Savista to perform the Service(s) in its marketing communications without the prior written consent of Client. Except as otherwise agreed to by the Parties in writing, neither Party may: (i) use each other's trademarks or service marks; or (ii) make any press release or other public disclosure regarding this Agreement or the transactions contemplated by this Agreement without the other Party's prior written consent, except as required under applicable law or by any governmental agency, in which case the Party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the press release or public disclosure prior to issuing the press release or making the public disclosure.

9.14 Severability. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect; provided, however, that if the severing of that provision results in a material alteration of this Agreement, the Parties shall equitably adjust the remaining provisions of this Agreement so that no Party benefits disproportionately.

9.15 Assignment. Neither Party shall assign this Agreement without the other Party's consent, except that it may freely assign it to its parent entity, or any subsidiary, or as part of a change of control transaction with notice to the other Party provided that the assignee assume all obligations under this Agreement. Any attempt to assign this Agreement without proper consent will be of no effect. Subject to the foregoing, this Agreement is for the benefit of, and will be binding upon, the Parties' respective successors and permitted assigns.

9.16 Survival. The provisions of Sections 5 (Confidentiality), 6 (Warranty), 7 (Indemnification and Limitation of Liability) and 9 (General Provisions) survive the termination or expiration of this Agreement. Additionally, undisputed obligations to pay for goods or services provided prior to the expiration or termination of this Agreement, or expiration

or termination of any SOW, survive and are payable within 45 days of the effective date of the expiration or termination. Any provision which by its nature should survive termination or expiration shall survive.

9.17 Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition, unless agreed to in a writing signed by the Parties. The failure by either party to insist upon strict performance of any provision of this Agreement shall in no way constitute a waiver of rights under this Agreement, at law or in equity.

9.18 Entire Agreement and Amendment. This Agreement, together with all attached Exhibits, Schedules, and SOWs, contains the entire understanding between the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to the subject matter of this Agreement. The express terms of this Agreement, together with all attached Exhibits, Schedules, and SOWs, control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement. This Agreement, any Exhibit, any Schedule, or any SOW may not be modified or amended other than by an agreement in writing signed by both Parties. In the event of a conflict between the terms of this Agreement and the terms of any SOW, then the terms of the SOW will control.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

SAVISTA, LLC

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

DocuSigned by:
Signature: Natalie Gray
D40C2A045289468...
Printed Name: Natalie Gray
Title: Deputy General Counsel
Date: 12/4/2023

Signature: _____
Printed Name: Mason Van Houweling
Title: Chief Executive Officer
Date: _____

EXHIBIT A TO THE MASTER SERVICES AGREEMENT BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “BAA”), effective as of the Effective Date of the Agreement, is entered into by and between University Medical Center of Southern Nevada (the “Covered Entity”) and Savista, LLC, a Delaware limited liability company and its affiliate Savista Global Healthcare Services, LLC (collectively the “Business Associate”) (Covered Entity and Business Associate are each a “Party” and collectively, the “Parties”).

Business Associate offer services which assist customers in improving business processes, operating margin and cash flow. Business Associate and Covered Entity have entered into one or more agreements between each other and may enter into additional agreements in the future (collectively, the “Services Agreements”), under which Business Associate may create, receive, maintain, or transmit Protected Health Information (the “PHI”), as defined in 45 C.F.R. § 160.103, for or on behalf of Covered Entity (the “BA Services”). In furtherance of the Services Agreements, Covered Entity wishes to disclose PHI to Business Associate pursuant to the terms of this BAA.

Business Associate is entering into this BAA on behalf of itself. The term “Business Associate” as used in this BAA includes, and is enforceable against, Business Associate.

Covered Entity is a “Covered Entity” under HIPAA (defined below); and Business Associate, as recipient of PHI from Covered Entity, may be deemed a “Business Associate” of Covered Entity under HIPAA. Accordingly, the Parties desire to impose certain requirements regarding the use and disclosure of PHI received by Business Associate under the Services Agreements as a result of BA Services performed after the Effective Date, pursuant to applicable requirements of:

- (i) the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act (Division A, Title XIII and Division B, Title IV of Pub. L. 111–5) (Title XIII of the American Recovery and Reinvestment Act of 2009);
- (ii) the Standard for Privacy of Individually Identifiable Health Information (codified at 45 C.F.R. Parts 160 and 164, subparts A and E) (the “Privacy Rule”);
- (iii) the Security Standards for the Protection of Electronic Protected Health Information (codified at 45 C.F.R. Parts 160 and 164, subparts A and C) (the “Security Rule”); and
- (iv) the requirements for Breach Notification for Unsecured Protected Health Information (codified at 45 C.F.R. Part 164, subpart D) (the “Breach Notification Rule”).

1. Definitions and Scope of BAA.

1.1 Definitions. The term Services Agreements as used throughout this BAA includes any Statement(s) of Work (“SOW(s)”) attached to the Services Agreements. Capitalized terms used in this BAA, but not otherwise defined, shall have the meaning given them in the Privacy Rule, the Security Rule, or the Breach Notification Rule.

1.2 Scope. Covered Entity may disclose PHI to Business Associate for the limited purpose of carrying out the BA Services described in the SOW(s) attached to the Services Agreements, and Business Associate’s use and disclosure of such PHI, including by its employees and Subcontractors, is subject to the terms and conditions contained in this BAA. The use or disclosure of PHI by Business Associate (including, without limitation, its employees Subcontractors) is limited to the same extent that Covered Entity’s use or disclosure is limited by HIPAA as a Covered Entity.

2. Privacy Rule Permitted Uses and Disclosures.

2.1 Permitted Uses and Disclosures of PHI. Except as provided in Sections 2.2 through 2.5 below, Business Associate may only use or disclose PHI to provide the BA Services for, or on behalf of Covered Entity, as specified in the Services Agreements, and limited to information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

2.2 Use for Management and Administration. Except as otherwise limited in this BAA, Business Associate may, consistent with 45 C.F.R. 164.504(e)(4)(i), use PHI if necessary: (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

2.3 Disclosure for Management and Administration. Except as otherwise limited in this BAA, Business Associate may, consistent with 45 C.F.R. 164.504(e)(4)(ii), disclose PHI for the proper management and administration of Business Associate, provided: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the “Person”) that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the Person, and

that the Person agrees to notify Business Associate in writing of any instances of which it becomes aware in which the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) for the sole purpose of providing Services to Covered Entity.

2.5 Reporting Violations. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. Privacy Rule Obligations and Activities.

3.1 Limitations on Disclosure. Pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(A), Business Associate shall not use or disclose PHI other than as permitted or required by this BAA, the Services Agreements, or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this BAA.

3.2 Appropriate Safeguards. Pursuant to 45 C.F.R. § 164.530(c), Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Services Agreements, this BAA, or as Required by Law. To the extent Business Associate will carry out one or more of Covered Entity's obligations under the Privacy Rules, Business Associate will comply with the Privacy Rules that apply to Covered Entity in the performance of such obligations.

3.3 Mitigation. Pursuant to 45 C.F.R. § 164.530(f), Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

3.4 Reporting of Improper Use or Disclosure/Breach Notification Reporting. Pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(C), Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this BAA after becoming aware of such use or disclosure. In the event of a Breach of Unsecured PHI as defined in 45 C.F.R. § 164.410 (a) and (b), Business Associate's notice to the Covered Entity will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during such Breach. In accordance with 45 C.F.R. § 164.410(c), Business Associate will also provide to Covered Entity other available information that the Covered Entity is required to include in Covered Entity's notification to the affected Individual(s).

3.5 Business Associate's Agents. Pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(D), Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

3.6 Access to PHI. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner reasonably designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524. In the event an Individual makes a request for access to PHI directly to Business Associate, Business Associate shall notify Covered Entity of the request and will cooperate with Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

3.7 Amendment of PHI. Business Associate shall make any amendment(s) to PHI contained in a Designated Record Set, in the time and manner reasonably directed by the Covered Entity pursuant to 45 C.F.R. § 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall notify the Covered Entity of the request and shall cooperate with Covered Entity in order for Covered Entity to send the response to the Individual. Any denial of amendment of PHI maintained by Business Associate or its Subcontractors shall be the responsibility of the Covered Entity.

3.8 Accounting/Documentation of Disclosures. To the extent applicable, Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request and will cooperate with Covered Entity to enable Covered Entity to send the response to the Individual.

3.9 Governmental Access to Records. Pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), Business Associate shall make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity available to the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with the Privacy Rule.

3.10 Minimum Necessary. Pursuant to 45 C.F.R. § 164.502(b), when using or disclosing PHI or when requesting PHI from another Covered Entity or Business Associate, Business Associate shall use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

4. Security Rule and HITECH Act Obligations.

4.1 Business Associate Obligations. Business Associate shall implement the requirements set forth in this Section 4 with regard to Electronic Protected Health Information (the "EPHI").

4.2 Safeguards. Pursuant to 45 C.F.R. §§ 164.308, 164.310, and 164.312, Business Associate shall have in place Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity pursuant to this BAA. Also, 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, which relate to security, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

4.3 Subcontractors. Pursuant to 45 C.F.R. § 164.314(a)(2)(i)(B), Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit EPHI on behalf of the Business Associate agrees to implement reasonable and appropriate safeguards to protect such EPHI by entering into a business associate subcontractor agreement or other agreement that complies with this Section.

4.4 Security Incident Reporting. Business Associate shall promptly report to Client any Security Incident of which it becomes aware; provided however, that this Section 4.4 constitutes notice by Business Associate to Client of the ongoing existence and occurrence of attempts of Unsuccessful Security Incidents for which no additional notice to Client shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

5. Covered Entity Responsibilities.

- (i) Covered Entity is responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of Covered Entity's PHI transmitted to Business Associate pursuant to this BAA, in accordance with the standards and requirements of HIPAA and HITECH, until that PHI is received by Business Associate.
- (ii) Covered Entity will provide to Business Associate only the minimum amount of PHI necessary for Business Associate to perform the BA Services under the Services Agreements.
- (iii) Covered Entity will promptly notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that limitation may affect Business Associate's use or disclosure of PHI;
- (iv) Covered Entity will promptly notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that those changes may affect Business Associate's use or disclosure of PHI; and
- (v) Covered Entity will promptly notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that restriction may affect Business Associate's use or disclosure of PHI.

6. Term and Termination.

6.1 Term. This BAA is effective as of the last date signed below and expires on the date the last Services Agreement, or any renewal or amendment thereto, whichever is later, terminates or expires, unless earlier terminated by the Parties.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of the terms of this BAA by Business Associate, Covered Entity shall either:

- (i) provide an opportunity for Business Associate to cure, and, if Business Associate does not cure the breach within 45 days, Covered Entity may immediately terminate this BAA and any SOWs attached to the Services Agreements under which PHI is accessed, used or disclosed by Business Associate; or
- (ii) immediately terminate this BAA and any SOWs attached to the Services Agreements under which PHI is accessed, used, or disclosed by Business Associate if the Parties have determined that cure is not possible.

6.3 Effect of Termination.

- (i) except as provided below in Section 6.3(ii) of this BAA, upon termination of this BAA for any reason, if feasible, Business Associate shall return or destroy all PHI received from, or created or received by the

- Business Associate on behalf of, the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information; and
- (ii) where Business Associate asserts that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BAA to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains the PHI. Business Associate represents to Covered Entity that Business Associate maintains a backup copy for archival purposes of all data received from Covered Entity under the Services Agreements, including PHI, in an encrypted and secure format that is stored off-site.

7. Miscellaneous.

7.1 Regulatory References. A reference in this BAA to a section in the Privacy, Security, or Breach Notification Rule means the section as in effect or as amended, and for which compliance is required.

7.2 Survival. The respective rights and obligations of Business Associate under Section 6.3(ii) of this BAA shall survive the termination of the BAA.

7.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7.4 No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established by this BAA, either expressly or by implication, between Covered Entity and Business Associate for purposes of liability under HIPAA or the HITECH Act, or the Privacy, Security, or Breach Notification Rules. No terms or conditions contained in this BAA shall be construed to make or render Business Associate an agent of Covered Entity.

8. Entire Agreement; Effect on Services Agreements. This BAA, together with the Services Agreements, constitutes the entire agreement between the parties regarding use and disclosure of PHI. Except as specifically required to implement the purpose of this BAA or to the extent inconsistent with this BAA, all other terms of the Services Agreements shall remain in full force and effect. As of the last date signed below, this BAA supersedes and replaces any prior Business Associate Agreements between the parties, and is part of and incorporated by reference into each applicable Services Agreement.

9. Construction. This BAA shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the Privacy, Security, and Breach Notification Rules. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies with and is consistent with HIPAA, the HITECH Act, and the Privacy, Security, and Breach Notification Rules.

10. Amendment of BAA. The Parties agree to take such action as is necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules. Specifically, the Parties agree to negotiate in good faith any changes or modifications to this BAA as proposed or requested by either Party as may be necessary for the Parties to comply with their respective obligations under HIPAA, the HITECH Act, and the Privacy, Security, and Breach Notification Rules.

EXHIBIT B TO THE MASTER SERVICES AGREEMENT TRAVEL REIMBURSEMENT POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs. Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid- size or smaller. UMC will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

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

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

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

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

SOW 1 FOR CODING AUDIT SERVICES

1. **Term.** The services provided under this SOW (the "Coding Audit Services") shall commence on the Effective Date (the "Coding Audit Services Effective Date") and continue for 12 months from the Coding Audit Services Start Date (the "Coding Audit Services Initial Term").

The Coding Audit Services will automatically renew for successive 12-month extensions unless either party gives written notice to the other Party at least 90 days prior to the expiration of the then current term of its desire not to renew the Coding Audit Services. Collectively, the Coding Audit Services Initial Term and all renewals thereafter shall be called the "Coding Audit Services Term". Notwithstanding the foregoing, the entire Coding Auditing Services term shall not exceed five (5) years.

2. **Client List.** Individual sites covered by this SOW (each a "Client" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name) to receive the services. Client may request Savista to add a site to the list of sites through an amendment to this SOW. Client represents and warrants it has the legal authorization to execute this SOW on behalf of itself and each site.

CLIENT LIST		
Client ID	Client Name	Client City, State
916	University Medical Center of Southern Nevada	Las Vegas, NV

3. **Definitions.** The following definitions are in addition to those contained in the Agreement and shall pertain only to the Coding Audit Services:

[Redacted text block]

4. **Fees and Payment Terms.**

4.1 **Fees.** The fees for the Coding Audit Services are set forth below and shall be invoiced monthly starting on or promptly after the Coding Audit Services Effective Date and based on hours worked by Savista.

[Redacted text block]

*Client shall utilize Savista for coding audit services for the minimum number of hours per year, defined as 365 days from and including the Coding Audit Services Effective Date. In the event Client does not utilize the minimum number of hours, the remaining balance shall be invoiced and payable 30 days on or promptly after the end of the initial and subsequent terms.

4.2 Rescheduling / Cancellation Fees. Client may request that the mutually agreed upon Coding Audit Services Start Date be rescheduled upon providing Savista with a written minimum 30-day notice before services are scheduled to begin. The Client reschedule request must include a revised Coding Audit Service Start Date. If such a notice is not provided and Savista is unable to reassign the designated Savista auditor(s) in another capacity, Client will reimburse Savista for all actual incurred costs, including an Hours Lost hourly fee and any applicable non-refundable travel expense, because of such Coding Audit Services reschedule.

5. Description, Deliverables and Obligations.

5.1 Scope of Services. Savista will provide professional auditors (the "Auditor(s)"), who will provide the expertise to conduct medical record coding and documentation quality audit services (each an "Audit"). For each Audit, Savista will provide Coding Compliance and Medical Record Documentation Analysis as specified below but limited to the diagnosis and procedure codes listed on UB-04 or 1500 claim form:

- (i) Review records to identify proper coding practices and those in need of improvement;
 - (ii) Provide recommendations on coding practices which will improve complete and accurate billing data; and
 - (iii) Identify instances of inadequate documentation and the effect on coding and billing.
- 5.1.1 MS-DRG Inpatient Total Data Quality Audit. Medicare Severity Diagnosis Related Groups (MS-DRG) total data quality coding Audit will assess the quality of ICD-10-CM and ICD-10-PCS coding and will identify documentation issues impacting accurate and complete coding. Savista will review for:
- (i) Accurate assignment of the final reported MS-DRG;
 - (ii) Accurate selection of the principal diagnosis;
 - (iii) Accurate assignment of all ICD-10-CM and ICD-10-PCS codes;
 - (iv) Reportable conditions acting as a Complication or Comorbidity or Major Complication or Comorbidity;
 - (v) Accurate assignment of the Discharge Disposition;
 - (vi) Accuracy of assignment of POA indicators;
 - (vii) Documentation practices impacting accurate and complete MS-DRG, diagnosis, procedure, and POA assignment; and
 - (viii) Educational opportunities.
- 5.1.2 Outpatient Total Data Quality Audit. The outpatient coding Audit will assess coding quality and identify documentation issues impacting accurate and complete coding. Savista will review for:
- (i) Accurate reporting of ICD-10-CM based on documentation and reporting guidelines. Savista will not review ICD-10-PCS coding on outpatient encounters, if that is Client practice, unless explicitly disclosed by the Client during the Audit scoping process;
 - (ii) Accurate reporting of the admitting diagnosis and reason for visit codes;
 - (iii) Accurate reporting of coder assigned surgical CPT codes (10000 – 69999) for procedures performed against documentation and reporting guidelines to validate appropriate APC assignments. Savista will not review CPT codes assigned by the CDM or CDM-assigned CPT codes that are to be validated by a coder.
 - (iv) Accurate reporting of modifiers on CPT codes included in this scope;
 - (v) Correct application of the Correct Coding Initiative Edits against reported CPT codes included in this scope;
 - (vi) A confirmation that codes assigned by the coding staff transferred correctly to the UB-04;
 - (vii) Documentation issues impacting ICD-10-CM and CPT code assignment;
 - (viii) Areas of educational opportunities for coders and providers in relation to code assignments for ICD-10-CM and CPT procedure coding;
 - (ix) The coder-assigned facility E/M codes, when applicable, against facility specific criteria;
 - (x) The coder-assigned injection and infusion services, when applicable, performed and reported in the outpatient encounters reviewed. Infusion therapy services will include validation of appropriate reporting of CPT/HCPCS codes and units for infusion and injection services reported on the UB-04, and review of documentation quality to support accurate reporting of CPT/HCPCS codes and units of service;
 - (xi) Cardiac catheterization services procedural CPT codes, regardless of their being assigned by the CDM or coder;
 - (xii) Observation services:
 - a) Units of observation hours validation reported on the UB-04 against documentation in the record;
 - b) Documentation supporting hours spent in observation;

- c) Documentation supporting medical necessity for observation services based on the CMS definition of observation;
- d) Appropriate reporting of facility E/M code and observation HCPCS code based on CMS observation reporting guidelines, regardless of their being assigned by the CDM or coder; and
- e) Presence of an order for observation services.

5.1.3 **Professional Fee Encounter Audit.** The professional fee encounter coding Audit will assess coding quality and identify documentation issues impacting accurate and complete coding. An encounter is defined as a single, unique date of visit between a physician and patient. Savista will review for:

- (i) Accurate reporting of E/M code level and category, when applicable, based on documentation and reporting guidelines;
- (ii) Accurate reporting of procedural CPT codes, when applicable, for procedures performed against documentation and reporting guidelines per encounter reviewed:
 - a) Procedural CPTs also include minor procedures such as administration of injections in the office setting;
 - b) Surgical CPT codes (10000 – 69999);
 - c) Radiology CPT codes (70000-79999);
 - d) Medicine Section codes (90460-90474, 90785-99607); and
 - e) Excludes validation of product codes 90281-90399, 90476-90756.
- (iii) Accurate reporting of ICD-10-CM based on documentation and reporting guidelines;
- (iv) Accurate reporting of modifiers on E/M codes and any procedural CPT codes included in the review;
- (v) Accurate application of the Correct Coding Initiative Edits against CPT codes included in the review;
- (vi) Appropriate orders;
- (vii) Documentation for adherence to Medicare's Physician at Teaching Hospital rules ("PATH");
- (viii) Documentation for adherence to Medicare's Incident To rules and Shared Visit rules;
- (ix) Documentation issues impacting E/M, ICD-10, and CPT coding;
- (x) Areas of coder education opportunities for ICD-10-CM, CPT procedure coding, and E/M leveling codes; and
- (xi) Areas of physician education opportunities across various service lines regarding documentation to support the actual level of the visit, all reportable ICD-10-CM codes, and documentation to support appropriate surgical CPT code assignment.

This review, scope and pricing do not include charge capture review, validation of medical necessity against Local or National Coverage Determinations ("LCD" or "NCD"), offering of financial impact based on the Resource-Based Relative Scale ("RBRVS") or validation of laboratory CPT codes (80000-89999). Savista can add these additional components at your request, provided that any fees associated with such additional components will be described in a written agreement between the parties.

5.2 **Client Responsibilities.** Client shall:

- (i) Cooperate with Savista in every reasonable way to permit Savista to perform its duties including but not limited to applicable chart navigation and systems training, requiring individuals attend meetings and deliver timely rebuttals, and provide a single point of coordination and escalation for partnership;
- (ii) Complete Connectivity on a timely basis;
- (iii) Generate and deliver a listing of all visits to be audited by Savista. This listing must be delivered by one business day before the Coding Audit Services Start Date;
- (iv) Provide Savista with timely access to all documentation required to perform the services as described in this SOW. Documentation includes, but is not limited to:
 - a) Billing and coding policies and procedures;
 - b) Access to applicable medical records; and
 - c) Any pertinent departmental procedures and policies.
- (v) Produce a list of all codes per visit to be reviewed by Savista. This list can be within the EMR but must be in one location for each visit. If Client EMR requires access to multiple locations to find all necessary codes to review for a single visit, Client will need to provide a list outside of the EMR of all codes per visit for review;
- (vi) Produce UB-04 or 1500 claim form if included as documentation in the medical record. These forms will be used as worksheets during the Audit process and will be destroyed following Audit completion; and/or provide a hardcopy of the coding summary forms that list all codes to be reviewed. These forms will be used to utilize as an Audit worksheet.

5.3 [REDACTED]

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6. Exhibits. The following exhibits are attached thereto and are to be considered an integral part hereof and are incorporated into this SOW by reference:

[REDACTED]



SOW 2 FOR CODING INTERIM SERVICES

1. **Term.** The services provided under this SOW (the "Coding Interim Services") shall commence on the Effective Date (the "Coding Interim Services Effective Date") and continue for 12 months from the Coding Services Start Date (the "Coding Interim Services Term").
2. **Client List.** Individual sites covered by this SOW (each a "Client" for the purposes of this SOW) are listed below. Each site must be listed individually (i.e. multiple sites shall not be grouped under a common name) to receive the services. Client may request Savista to add a site to the list of sites through an amendment to this SOW. Client represents and warrants it has the legal authorization to execute this SOW on behalf of itself and each site.

CLIENT LIST		
Client ID	Client Name	Client City, State
916	University Medical Center of Southern Nevada	Las Vegas, NV

3. **Definitions.** The following definitions are in addition to those contained in the Agreement and shall pertain only to the Coding Interim Services:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. **Fees and Payment Terms.**

- 4.1 **Fees.** The fees for the Coding Interim Services are set forth below and shall be invoiced monthly commencing on or promptly after the Coding Services Start Date.

[REDACTED]

4.2 **Fee Provisions.** This shall include:

- (i) Savista will provide Client a 12-month period commencing on the Coding Services Start Date to utilize a minimum of [REDACTED] by the end of the Coding Interim Services Term. In the event Client does not reach the minimum number of hours specified, the remaining balance shall be invoiced and payable 30 days on or promptly after the end of the then current term; and
- (ii) During the Coding Interim Services Term, Client may request an increase to the number of hours for the Coding Interim Services by providing Savista 30 days prior notice. For purpose of this notification, electronic mail shall be deemed in "writing" The hours may thereafter be increased by an amendment signed by the Parties.

4.3 **Rescheduling.** Client may request changes to scheduled services with ten business days written notice.

5. Description, Deliverables and Obligations.

5.1 Scope of Services. Savista will provide remote coding professionals ("Coder(s)") to code patient medical records using the ICD-10 code sets ("Coding Service") for Client. More specifically, the following terms shall apply to the Coding Service:

- (i) Savista will provide credentialed Coders for Coding Services who hold one or more relevant professional credentials, including but not limited to: CCS, CCS-P, CPC, RHIT or RHIA during normal working hours;
- (ii) A full time Coder works at least 32 hours, but not more than 40 hours per work week. As stipulated in the Fair Labor Standards Act, any hours over 40 during a single work week are considered hours beyond a normal working schedule and will be subject to a rate (as defined in the Fair Labor Standards Act) and associated costs to only be incurred with Client's prior approval. Client and Savista will work together to try to avoid any such hours beyond the normal working schedule;
- (iii) Coders will use Savista provided hardware for coding;
- (iv) Savista will work to achieve mutually agreed upon productivity levels within four weeks of Coding Interim Services Effective Date of this SOW, post completion of any applicable training;
- (v) Coding of all Patient Types as indicated in Exhibit A incorporated by reference. Savista will not remediate coding-related claims scrubber edits unless accounted for in SOW, Exhibit A;
- (vi) Savista requires a complete record for maintaining coding accuracy. If the medical record is judged by the Savista Coder to lack sufficient documentation for accurate coding, Savista will promptly notify Client. Savista will refrain from finalizing coding until all necessary documentation is received unless otherwise directed by Client in writing. Required documents are stipulated in SOW, Exhibit B incorporated by reference;
- (vii) Savista's turnaround time is 24 to 48 hours from receipt of a complete record during Coders' scheduled hours unless mutually agreed to in writing. If Client requires coverage on a Savista holiday, Savista shall charge a holiday rate of [REDACTED] worked per Coder. If volume exceeds projected workload, Savista will make every effort to meet said turnaround time;
- (viii) Savista requires Coders and Quality Assurance ("QA") specialists to participate in Client coding policy, initial system navigation and orientation, and/or client-mandated education; and
- (ix) Savista will perform retrospective QA reviews with US-based QA Specialists based on SOW, Exhibit C, Coding Quality Assurance Program, and SOW, Exhibit D, Coding Services Compliance Plan., Any Client-requested QA reviews in addition to what is described herein is subject to QA Services hourly billing.

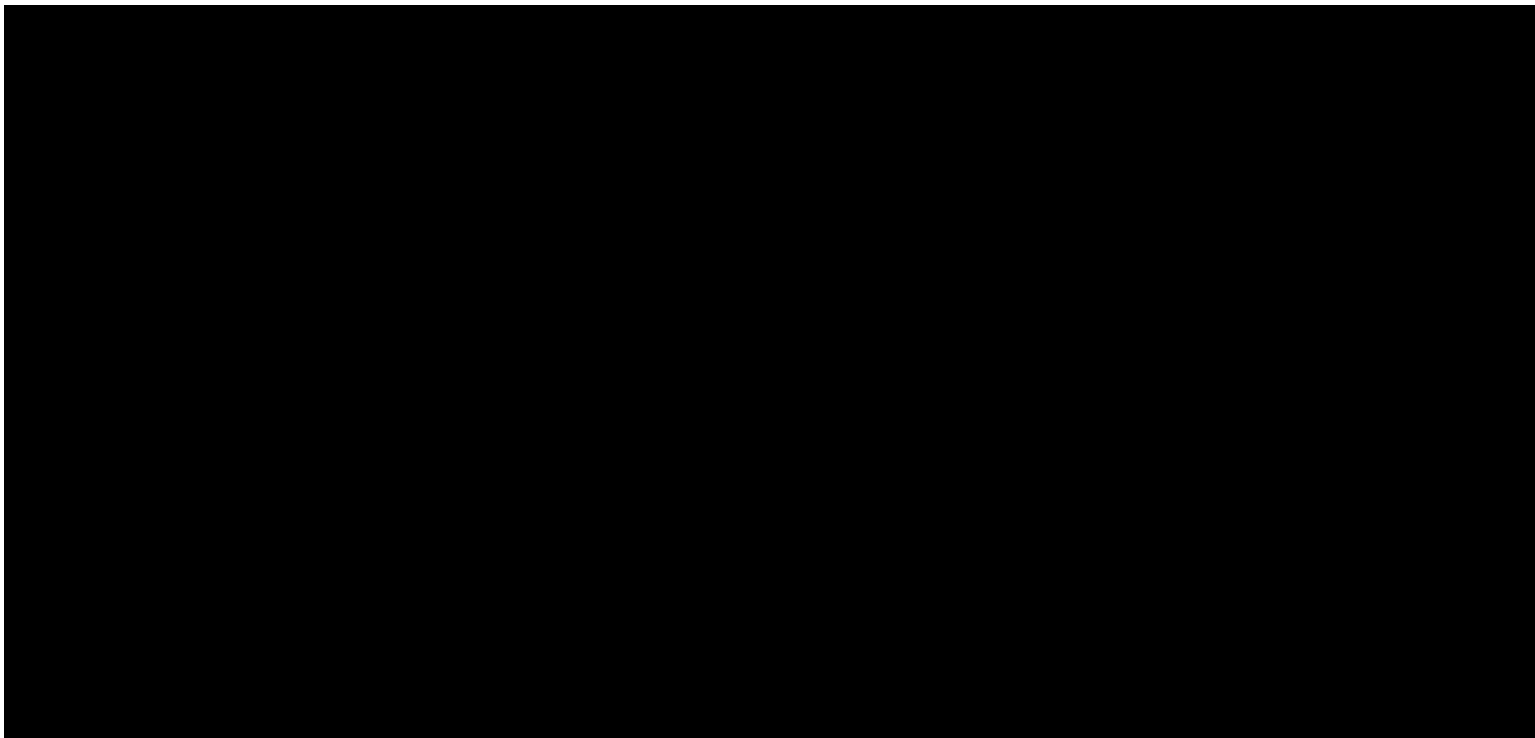
5.2 Client Responsibilities. Client shall:

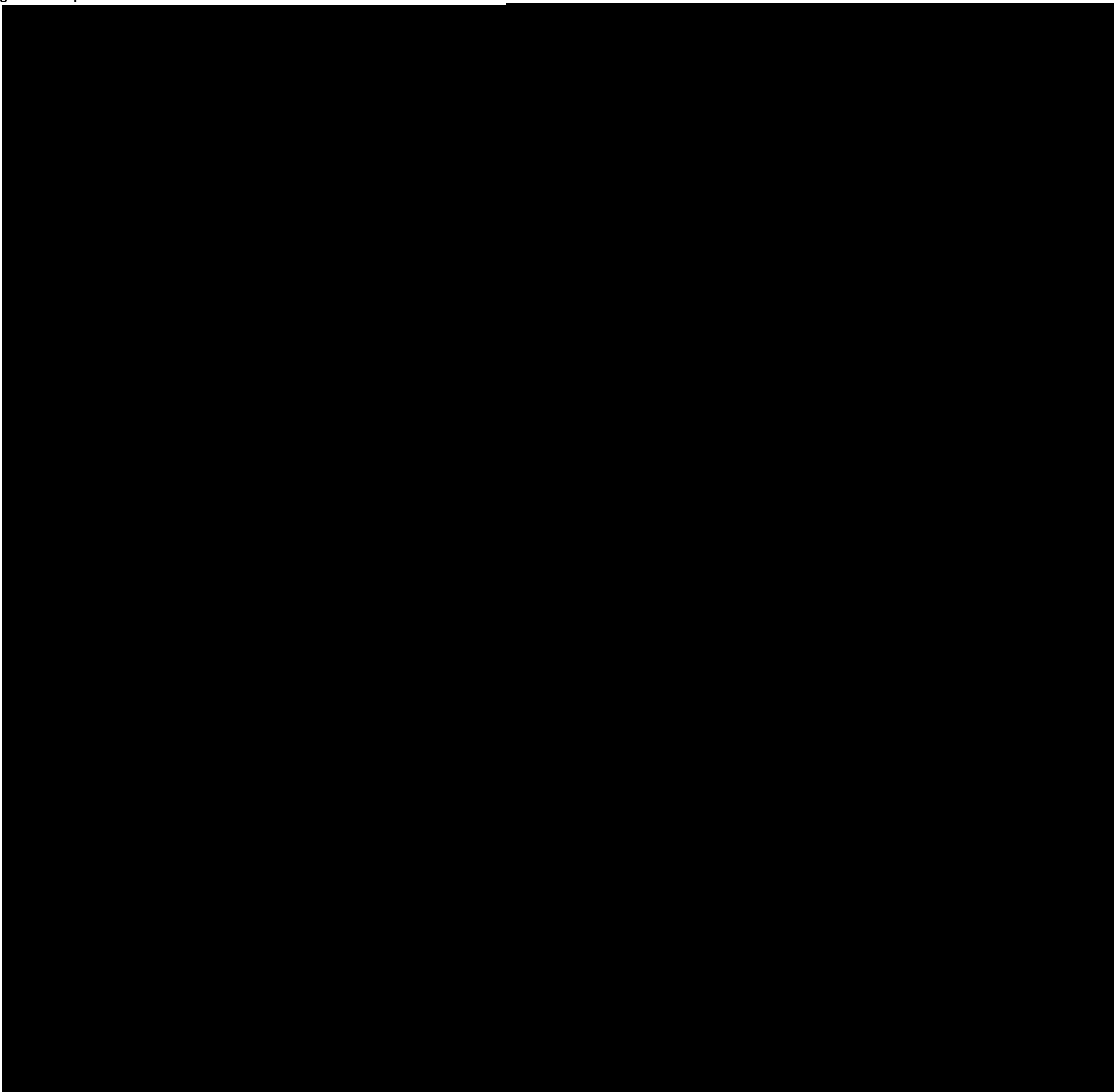
- (i) Share Client organization's coding practices that are more stringent or specific than nationally accepted coding guidelines;
- (ii) Provide navigation training on Client electronic medical record, document imaging, and encoder systems to ensure Coders and QA Specialists may appropriately code and audit, respectively, all records;
- (iii) Participate in information exchange and testing to ensure systems are accessible and provide access to necessary systems to facilitate remote coding and the QA process;
- (iv) Queue records in a timely manner so as to support the coding and abstracting function;
- (v) Manage the physician query completion process as well as fulfillment of missing documents the Coder deems as needed for accurate and complete coding;
- (vi) Waive the turnaround time for: (a) Downtime; (b) non-compliance by Client of a material term in the Agreement; (c) action by a third party that affects Savista's ability to perform; (d) untimely scanning or inability to access Client systems for any reason; (e) delay in providing updated software as required for accurate coding and billing; and (f) non-payment by Client within 30 days of invoice date;
- (vii) Assume responsibility for Savista to successfully access Client's remote system, excluding Savista hardware and internet connectivity;
- (viii) Establish timely remote access for Coders and QA Specialists to all necessary Client systems with respect to fulfilling the Coding Interim Services;
- (ix) Notify Savista as soon as Client is aware of any impending and/or scheduled system Downtime;
- (x) Provide a "Complete Medical Record" for each patient record; and
- (xi) Assign a representative to work with Savista for initiation of services and daily ongoing operations thereafter to facilitate communication and resolve any issues.

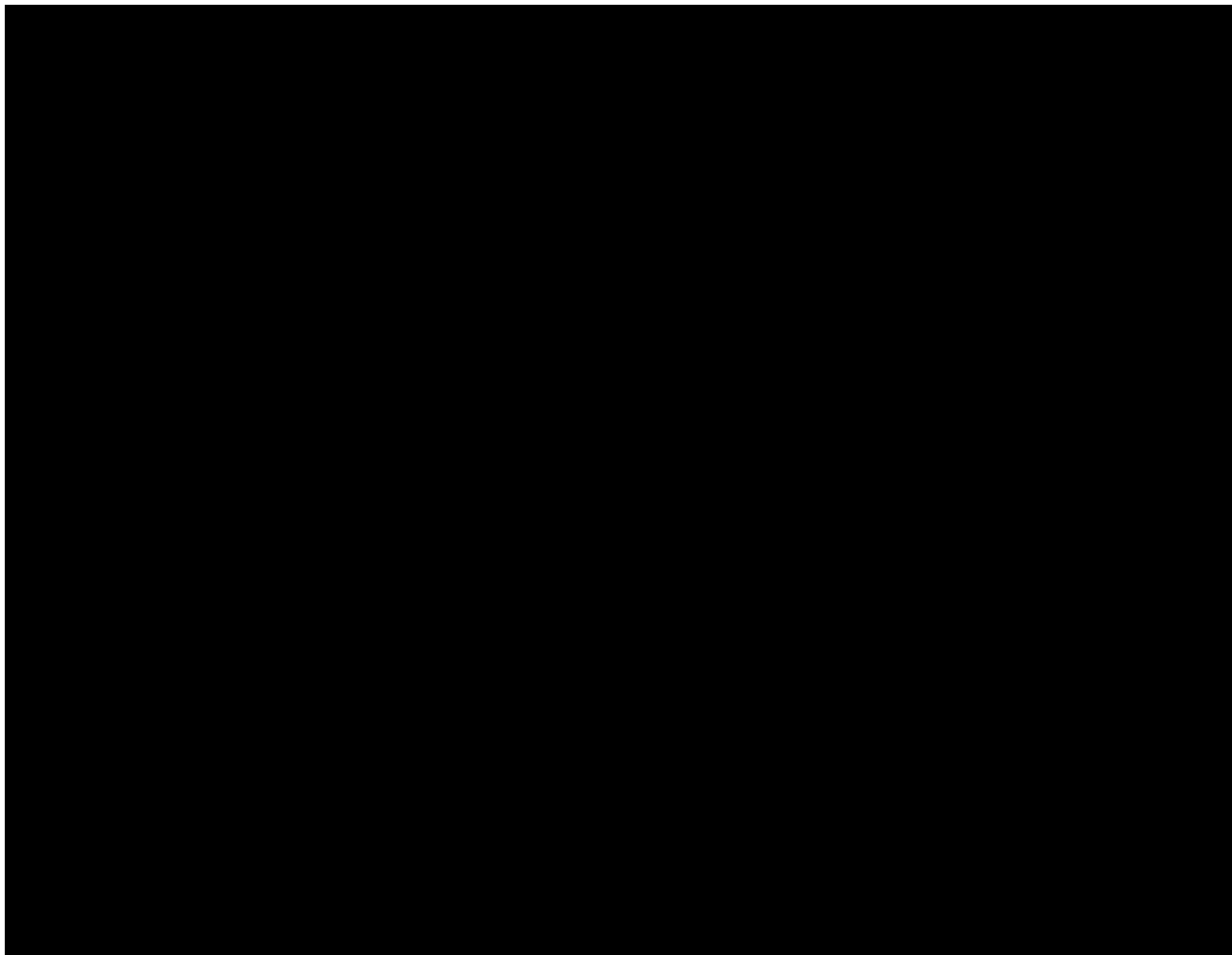
6. Exhibits. The following exhibits are attached thereto and are to be considered an integral part hereof and are incorporated into this SOW by reference:

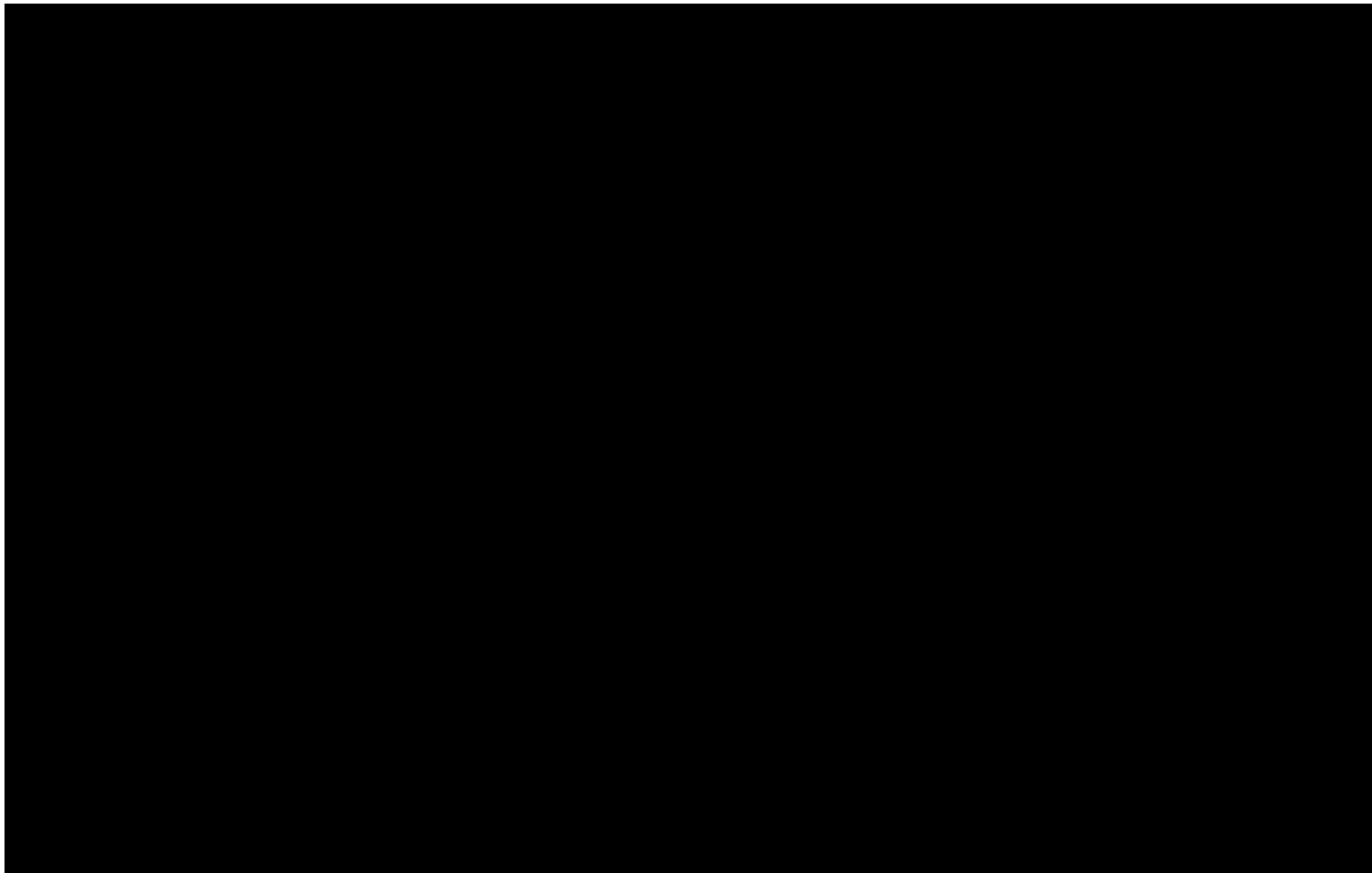
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**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 22						
Corporate/Business Entity Name: Savista, LLC						
(Include d.b.a., if applicable)						
Street Address:		200 North Pointe Center East, Suite 200		Website: www.SavistaRCM.com		
City, State and Zip Code:		Alpharetta, GA 3022		POC Name: Heather MacKenzie Swift		
Telephone No:		678-624-2000		Email: contracts@savistarc.com		
Telephone No:		678-624-2000		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)
NA		

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

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

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

<i>Heather MacKenzie Swift</i> Signature	Heather MacKenzie Swift Print Name
Chief Legal Officer Title	November 20, 2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Equipment Schedule No. 014 to Master Agreement 21237667 (Equipment Lease Schedule) with Flex Financial, a division of Stryker Sales, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 014 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000702100

Description: 1788 AIM 4K Video Platform

Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO

Term: 36 months

Amount: \$2,118,744.29

Out Clause: Budget Act and Fiscal Fund Out

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

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

This request is to approve the Equipment Schedule No. 014 to Master Agreement 21237667 (“Agreement”) with Stryker to lease the 1788 AIM 4K Video Platform. This Platform will improve patient outcomes by offering premium optics and cross-specialty functionality, advanced imaging capabilities through tissue perfusion assessment, and critical anatomy identification. The advanced imaging modalities will help increase efficiencies and workflow in the operating room and reduce surgical complications while providing optimal patient care. UMC will compensate Stryker for a total cost of \$2,118,744.29, which includes maintenance and support services for thirty-six (36) months.

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

Cleared for Agenda
December 13, 2023

Agenda Item #

18

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

Stryker currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

**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

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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.

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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.
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- **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.

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

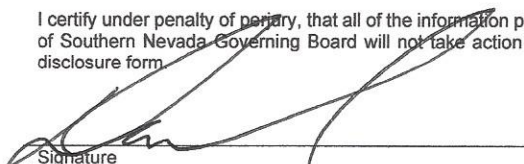
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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
 CONTROLLER
 Title

DEION /v/
 Print Name
 12/4/23
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332



Date: November 22, 2023

RE: Reference no:21237667

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

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

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

- Lease Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel
- Addendum

**Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider , Customer PO , Opinion of Counsel

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

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

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

The proposal evidenced by these documents is valid through the last business day of December, 2023

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

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

EQUIPMENT SCHEDULE NO. 014 TO MASTER AGREEMENT NO.21237667 (Equipment Lease Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W Charleston Blvd Attn: Receiving Las Vegas, Nevada 89102-2386
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Supplier: Stryker Sales, LLC, 5900 Optical Court, San Jose, CA 95138

Equipment description: see part I on attached Exhibit A
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

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

Schedule of periodic rent payments:

36 Monthly payments of \$56,069.57 (Plus Applicable Sales/Use Tax)

Term in months: 36	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
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Purchase term (If blank, the Fair Market Value Option will be deemed chosen):Fair Market Value Option

TERMS AND CONDITIONS

1. Lease agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to lease from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for lease under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Purchase terms/return of equipment. If either the Fair Market Value Option or the Fixed Purchase Option applies to this Schedule, upon expiration of the Term and provided that this Schedule has not been terminated early and Customer is in compliance with this Schedule in all respects, Customer may upon at least 90 but not more than 180 days prior written notice to Owner exercise the applicable purchase option and upon the giving of such notice Customer shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout applies to this Schedule, upon expiration of the Term, Customer shall pay all amounts owed by Customer hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Customer pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. Upon (x) any early termination of this Schedule or (y) the expiration of the Term of this Schedule and Customer has not exercised any option to purchase available to it under the terms of this Schedule, if any, the \$1.00 Buyout does not apply and Customer has given Owner at least 90 days but not more than 180 days written notice by certified mail prior to the end of the Term (the "Return Notice") that Customer will return the Equipment to Owner, Customer shall at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. If the Fair Market Value Option or Fixed Purchase Option applies to this Schedule, Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature: <i>Mark Molenkamp</i>	Date: 11/29/23
Print name:		Mark Molenkamp	
Title:		Director of Operations	

Exhibit A to Lease Schedule014 to Master Agreement No.21237667**Description of equipment****Customer name:** UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**Delivery Location:** 1800 W CHARLESTON BLVD, LAS VEGAS,Nevada , 89102-2386**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
1788010000	PKG, 1788 Camera Control Unit (CCU)-standard	12
0220240300	PKG, L12 LED LIGHT SOURCE WITH AIM-standard	12
1788610122	PKG, 1788 4K CAMERA HEAD WITH INTEGRATED COUPLER-standard	25
0240031300	Pkg, 32" 4K OLED Surgical Display-standard	10

Total equipment: \$1,184,709.17**Service coverage:**

Model number	Service coverage description	Quantity	Years
1788610122	PKG, 1788 4K CAMERA HEAD WITH INTEGRATED COUPLER	25	3.00
0502103010	PRECISION Ideal Eyes 10MM 0°, HD AUTOCLAVABLE LAPAROSCOPE 33CM	10	3.00
0502103030	PRECISION Ideal Eyes 10MM 30°, HD AUTOCLAVABLE LAPAROSCOPE 33CM	10	3.00
0502503010	PRECISION Ideal Eyes 5.5MM 0°, HD AUTOCLAVABLE LAPAROSCOPE 30CM	10	3.00
0502503030	PRECISION Ideal Eyes 5.5MM 30°, HD AUTOCLAVABLE LAPAROSCOPE 30CM	10	3.00
0502537010	AIM HD LAPAROSCOPE, AUTOCLAVABLE, 5.4MM x 0°, 30CM	2	3.00
0502537030	AIM HD LAPAROSCOPE, AUTOCLAVABLE, 5.4MM x 30°, 30CM	2	3.00
0502937010	AIM HD LAPAROSCOPE, AUTOCLAVABLE, 10MM x 0°, 33CM	2	3.00
0502937030	AIM HD LAPAROSCOPE, AUTOCLAVABLE, 10MM x 30°, 33CM	2	3.00
0502444030	Precision IE 4K Eyepiece Arthroscope, Autoclavable, 4mm x 30°, 140mm, Speed-Lock	4	3.00
0502444070	Precision IE 4K Eyepiece Arthroscope, Autoclavable, 4mm x 70°, 140mm, Speed-Lock	2	3.00
0502654070	Precision S 4K Sinuscope, Autoclavable, 4mm x 70°, 155mm	2	3.00
0502654030	Precision S 4K Sinuscope, Autoclavable, 4mm x 30°, 155mm	2	3.00
0502654010	Precision S 4K Sinuscope, Autoclavable, 4mm x 0°, 155mm	2	3.00
0502344030	PKG, 2.3MM X 30 DEG, A/C	2	3.00
0240080230	SDP1000	18	3.00
1788TWR	1788 TOWER COVERAGE SERVICE CONTRACT	12	3.00
0240031300	Pkg, 32" 4K OLED Surgical Display	9	3.00
ONSITE-ENDO	ONSITE SPECIALIST	1	3.00

Total service coverage: \$934,035.12

Total Amount: \$2,118,744.29

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: <i>Mark Molenkamp</i>	Date: 11/29/23
Print name: Mark Molenkamp	
Title: Director of Operations	

Insurance Authorization and Verification

Date: November 22, 2023

Schedule 014 To Master Agreement Number 21237667

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

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

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

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

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

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$1,184,709.17** with deductibles **no more than \$10,000.00**.

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

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

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

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

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

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

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$1,184,709.17

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 014 To Master Agreement Number 21237667

See Exhibit A to Schedule 014 To Master Agreement Number 21237667

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

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE014 TO MASTER AGREEMENT No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
<i>Mark Molenkamp</i>	11/29/23
Print name:	
Mark Molenkamp	
Title:	
Director of Operations	

Opinion of Counsel Letter

November 22, 2023

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

Gentlemen/Ladies:

Reference is made to SCHEDULE 014 TO MASTER AGREEMENT NO. 21237667 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

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

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

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO SCHEDULE NO. 014 TO MASTER AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

The parties hereby agree as follows:

1. The fifth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following provision:

"Within fifteen (15) days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in a form acceptable to Owner; or (ii) reject the Equipment and promptly return the Equipment to Owner, at no expense to Customer, at which time the Schedule shall terminate. If Customer fails within fifteen (15) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The second to last sentence of Section 1 of the Schedule is hereby amended in its entirety read as follows:

"Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term."

3. The sixth sentence of Section 2 of the Schedule is hereby amended in its entirety to read as follows:

"If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 30 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above."

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

"If Customer fails to pay (within *forty-five* days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly."

5. The following language is hereby added to the end of Section 3 of the Schedule:

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

6. New Sections 4 and 5 and 6 are hereby added to the Schedule, which shall read as follows:

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

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

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

If Customer terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 5*, Customer shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance,

(ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event has occurred, and (iv) pay Owner all sums payable to Owner under this Schedule up to and including the Termination Date.

6. Notwithstanding anything herein to the contrary, to the extent that Customer maintains a tax exempt status and such status exempts Owner, any Schedule and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and Customer provides Owner with proof of the same reasonably satisfactory to Owner, then Owner shall not charge Customer for such property, sales and/or use taxes regarding Owner, such Schedule and/or Equipment. Customer acknowledges and agrees that: (i) even though Customer is exempt from certain taxes, such status may not exempt Owner, any Schedule and/or Equipment from applicable property, sales and/or use taxes and Customer will be liable to pay or reimburse Owner for all such applicable taxes, as billed; and (ii) if Customer disagrees with any determination by Owner that a tax exemption is not available for a certain tax, Customer shall pay or reimburse Owner for such tax, as billed, until such time as Customer obtains a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to Owner) stating that the tax exemption is available for such tax."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: <i>Mark Molenkamp</i>	Date: 11/29/23
Print name: Mark Molenkamp	
Title: Director of Operations	

SERVICE AGREEMENT

These terms and conditions, consisting of this cover page, and any attached and referenced exhibits (collectively, the “**Agreement**”), is entered into by and between Stryker Sales, LLC, acting through its Endoscopy division (“**Stryker**”) and University Medical Center of Southern Nevada (“**Institution**”) and, if applicable, its owned and operated acute health care facilities as listed in Exhibit A (each individually referred to as a “**Participant**,” and collectively with Institution, as the “**Customer**”). Stryker and Customer are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

Overview and Background:

This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in this Agreement (the “**Services**”). This Agreement shall also indicate the capital equipment or software set forth on an applicable Equipment Service Plan which is set forth on Exhibit B of the Agreement (collectively, the “**Equipment**”) being covered by such Services.

Effective Date and Term:

The term of this Agreement shall commence on the date this Agreement is executed by the last Party (the “**Effective Date**”) and shall continue so long as Services are being provided under a Service Plan (the “**Term**”).

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

**University Medical Center of
Southern Nevada**

STRYKER SALES, LLC

Signature:

Signature:

Name: Mason Van Houweling

Name: Kevin Kowalski

Title: CEO

Title: Director of Sales, ProCare

Date:

Date: 11-29-23

Address:

**1800 W.
Charleston
Blvd.**

**Las Vegas, NV
89102**

Address:

**5900 Optical Drive
San Jose, CA 95138**

Notices will be sent to the Parties at the addresses listed herein.

STANDARD TERMS AND CONDITIONS

1. **Services.** Stryker shall provide to Participant the Services indicated on the applicable Equipment Service Plan. This Agreement is ancillary to and not a complete substitute for the requirements of Participant to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Participant covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.
2. **Customer Obligations.** Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.
3. **Insurance.** Stryker shall maintain the following insurance coverage during the applicable Service Plan Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker’s liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker’s use of owned, hired, and non-owned vehicles; and (iii) worker’s

compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Agreement to the contrary, to the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

4. **Discount Disclosure and Reporting.** Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each Participant's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 C.F.R. 1001.952(c) and 42 CFR Part 1001.952(h)). Pricing under this Agreement and each Service Plan may constitute discounts on the purchase of Services or on the rental of equipment in connection with this Agreement. Institution represents that (i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made.
5. **HIPAA Compliance.** Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). The Parties agree to negotiate to amend this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached, this Agreement will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
6. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, regulations and rules applicable to the Services and this Agreement.
7. **Public Law.** In compliance with 42 USC 1935x (v)(1)(I), for a period of four years after the furnishing of the supplies, services, and/or equipment covered by this Agreement, Stryker or any sub-contractor under this Agreement agree to make available to the Secretary of Health and Human Services, books, documents and records which relate to the cost of the items provided under this contract. This public law affects those sellers who anticipate our annual purchases to be \$10,000.00 or more.
8. **Warranties.** Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Participant's premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer's then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be the Participant's property (if Participant owns the Equipment) and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
9. **Indemnity.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff.
10. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE APPLICABLE EQUIPMENT SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
11. **Confidentiality.** Stryker and Customer: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Public Records.** Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public to the extent required by applicable law. If Customer receives a demand for such disclosure, copying or inspection of any

information related to this Agreement that Stryker has claimed to be confidential and proprietary, such as Stryker's products, pricing, customers, programs, services, business practices or procedures, Customer will immediately notify Stryker of such demand and Stryker shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court or applicable Federal court in the State of Nevada for protective order. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Customer not to release the requested information, it will be released without any further obligation or liability by Customer provided that such release or disclosure is expressly required by applicable law and limited to material required to be disclosed in the demand.

13. **Agreement Coverage.** Stryker shall perform the Services more particularly described herein. The Services will cover the Equipment identified in an Equipment Service Plan. At any time during the Term of this Agreement, Customer may request to have additional Stryker equipment covered under this Agreement. Any such change must be approved in writing by Stryker and may be subject to additional charges. This Agreement is applicable only to Equipment which has been determined by Stryker personnel to be in good operating condition upon his/her initial inspection thereof. If, upon inspection, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement, and will be separately invoiced at Stryker's then-current list price. If ProCare Prevent service is purchased, then on each scheduled on-site service call, Stryker personnel will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the "**Preventative Maintenance**"). Preventative Maintenance inspections will be scheduled by Participant or Stryker at a mutually agreed upon time. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours, (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.
14. **Equipment Service Plan Term.** The term of each Equipment Service Plan shall be as stated therein ("**Equipment Service Plan Term**"). Except as otherwise specified, Stryker, Institution or a Participant may cancel an Equipment Service Plan for convenience by giving not less than sixty (60) days prior written notice to the other Party. Stryker shall promptly refund any unused prepaid Service fees upon any such termination. To the extent there are outstanding charges, Institution or Participant shall be responsible for all costs incurred by Stryker through the effective date of termination. Termination or expiration of the Agreement shall not affect the term of an Equipment Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Equipment Service Plan Term and be deemed incorporated herein by reference.
15. **Personnel On-Site.** Stryker representatives that come on site to Customer's facilities shall make commercially reasonable efforts to abide by the relevant compliance policies of Customer, which may include its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Stryker upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. Stryker employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises.
16. **OnSite Specialist(s) Coverage.**
 - a. **OnSite Specialist.** Except as otherwise noted in the applicable Equipment Service Plan, Stryker shall provide the Services for the Equipment set for in the applicable Equipment Service Plan, subject to the limitations and exclusions contained herein ("**OnSite Specialist Coverage**"). Stryker will provide an appropriate number of OnSite Specialists ("**OnSite Specialists**") set forth in the applicable Equipment Service Plan to provide:
 - i. Instruction and assistance to Customer's staff and surgeons on installation, setup, safe and effective use, proper care and handling of the Equipment; and
 - ii. For the avoidance of doubt, the OnSite Specialist(s) have been trained on servicing Stryker Endoscopy equipment. However, such Specialists have not been trained by the manufacturer on servicing other Stryker equipment or equipment of third parties.
 - b. **Customer Obligations.** Customer agrees to provide Stryker with ample and appropriate workspace to conduct the procedure volume and type of work outlined in Exhibit C, OnSite Specialist Scope of Work (i.e., decontamination sinks, assembly desks, etc).
 - c. **Availability of OnSite Specialist(s).** The OnSite Specialist(s) will be available to perform Onsite Specialist Coverage at Customer's facility during normal business hours, Monday through Friday, not to exceed 40 hours per week, excluding nationally recognized holidays. During these times, an OnSite Specialist will be available for surgeries, provided that Customer provides advance notice of such surgeries to the OnSite Specialist pursuant to a notice procedure to be mutually agreed upon by the Parties.
17. **Overtime.** Customer may request that the OnSite Specialist(s) work overtime as permitted under relevant state and federal laws. Customer must provide advance written notice of such requests, including the number of Specialist(s), if applicable, and the number of hours requested, pursuant to a notice procedure to be mutually agreed upon by the Parties. Stryker reserves the right to refuse such requests, and to interpret ambiguities in Customer requests, in its sole discretion. Overtime work will be invoiced on a monthly basis at a rate of \$50.00 per full or partial hour worked.
18. **Invoices/Payments.** Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within thirty (30) days from the date of invoice. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Customer's Service until full payment is made; and/or terminate this Agreement upon written notice to the Customer.
19. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing

body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives Stryker at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. Termination under this section shall not relieve Customer of its obligations incurred prior to the effective date of termination, the end of the one hundred and twenty (120) day termination notice, for which monies were appropriated or for Products delivered.

20. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, Both parties agrees that, it will not solicit any employees of the other party to terminate their employment, unless the other party consents in writing. Nothing herein shall prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.
21. **Background Check.** Stryker warrants that all of its employees who will be at Customer's facility to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check will consist of the following:
 - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
 - b. Employment history verification;
 - c. SSN trace, including address history verification;
 - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
 - e. FDA Debarment and Disqualified/Restricted List search;
 - f. OIG/HHS Exclusion List check;
 - g. EPLS/GSA Exclusion List check;
 - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
 - i. Motor vehicle check.

During the Term of this Agreement, Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, procedures, or policies may be removed immediately at Customer's option and will be replaced by Stryker promptly.

22. **Limitations and Exclusions from Equipment Service Plan.** Notwithstanding any other provision of this Agreement, this Agreement does not cover the following, as determined by Stryker in its sole discretion: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided by Stryker Endoscopy do not include Lightsource replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts. Participant agrees to provide personal protective equipment ("PPE") to OnSite Specialists. Notwithstanding anything else in this Agreement, in the event Participant fails to provide appropriate, industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Participant provides such PPE; or (ii) terminate the applicable Service Plan.

In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to refuse service to Equipment, terminate a Service Plan, and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon inspection of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to Customer.

23. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Nevada. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality, Public Records, and Miscellaneous of this Agreement shall survive its termination or expiration.

**EXHIBIT A
PARTICIPANTS**

Participant Name	Address	Telephone and Name of Contact(s) including <u>Accounts Payable Contact</u>	<u>ID #</u>
<u>University</u> <u>Medical Center of</u> <u>Southern Nevada</u>	<u>1800 W CHARLESTON</u> <u>BLVD</u> <u>LAS VEGAS, NV, 89102</u>		

**EXHIBIT B
EQUIPMENT SERVICE PLAN**

SERVICE PLAN EFFECTIVE DATE (if left blank, then the last-signed date below):		SERVICE PLAN TERM (in months): 36 MONTHS
PARTICIPANT NAME/ ACCT #:	University Medical Center of Southern Nevada	ACCT#: 11008
BILLING ADDRESS:		CUSTOMER PO #: _____ PO must match Agreement Term
SHIP TO NAME AND ADDRESS:	1800 W CHARLESTON BLVD LAS VEGAS, NV, 89102	
SELECTED SERVICE COVERAGE(S):	Onsite Specialist(s) – Endoscopy Onsite services are set forth in the “Additional Services” box below and Scope of Work set forth on Exhibit C.	
ADDITIONAL SERVICES (if applicable):	<u>OnSite Specialist</u>. If selected, and in consideration for Customer’s paying the Total Monthly Endo OnSite Specialist Payment identified in the “OnSite Specialist(s)” section of Exhibit 1 of this Service Plan, Stryker Endoscopy shall provide the appropriate number of OnSite Specialists (“Endo OnSite Specialists”) to provide the services detailed in the SOW as set forth on Exhibit 2 to this Service Plan (“Endo OnSite Specialist Coverage”). For the avoidance of doubt, the Endo OnSite Specialist(s) have been trained on servicing Stryker Endoscopy equipment. However, such OnSite Specialist(s) have not been trained by the manufacturer on servicing other Stryker equipment or equipment of third parties.	

PROCARE SERVICE EQUIPMENT

Item No.	Part No.	Description	Years	Quantity
1	ONSITE	OnSite Specialist Support	3	1

**Exhibit 2 to Service Plan
OnSite/Clinical Specialist Scope of Work**

OnSite Services Scope of Work – UMC South Nevada

Hours of service

- ☒ Monday – Friday
- 0700-1500
 - a. No on-call during Stryker off-hours (overnights/weekends)

Service Exclusions

- ☒ Coverage
- b. In any instance where support is dispatched on a Monday or Friday, support will not initiate until 1200pm and conclude at 1200pm respectively
 - OnSite Specialist coverage will not be provided for short notice, short term unplanned time-off due to events such as but not limited to sick days and bereavement
 - Immediate notice will be provided for sick/bereavement absence
 - OnSite Specialist coverage will be provided for predetermined vacation lasting more than 3 business days
 - Advanced notice will be provided for vacation absence

- During Stryker observed holidays, coverage will not be provided ○
- Dates to be provided at the beginning of current calendar year or earliest available date upon go-live of services

Equipment supported (Equipment setup, and/or image routing and connectivity support)

- ☒ Stryker Video Towers
- ☒ Stryker Integration, Booms & Lights
- ☒ Spy-Phi
- ☒ Misc. 3rd Party Equipment
 - Da Vinci Robot

Minimally Invasive Surgical procedures supported (In-room video support)

- ☒ Laparoscopy/Arthroscopy/Cystoscopy/Hysteroscopy
- ☒ Minimally Invasive Ear, Nose & Throat Surgery (ENT)
- ☒ Da Vinci Robotic Assisted Surgery
- ☒ Video Assisted Thoracic Surgery (VATS)
- ☒ Spy-Phi specific procedures

Operating Room - In room support

- ☒ Room setup
 - Setup Stryker Tower and position according to surgeon preference and surgical procedure
 - Setup Stryker or 3rd Party booms and lights according to surgeon preference and surgical procedure
 - Turn on OR lights, Nursing PACS computer, touch panel, capture device, camera control unit, light source, insufflator, printer
 - Route all necessary imaging according to surgeon preference and surgical procedure
 - Adjust monitor and camera settings according to surgeon preference and surgical procedure
 - Check all video connectivity, cord/cable management, and verify equipment functionality
 - Enter patient/procedure information into capture devices as directed
 - Confirm with Nursing/Scrub staff that all instrumentation and equipment needs are available
 - Communicate instrumentation needs/rapid turnovers/delays with SPD personnel
 - Communicate equipment needs/delays with OR personnel
 - Immediate troubleshooting of Stryker Endoscopy and Communication equipment
- ☒ Assist with connecting Stryker cords, devices, and tubing
 - DVI/HDMI cable management
 - Plugging in Stryker Camera and Light Cords to appropriate equipment console
 - Connect applicable tubing for Stryker Neptune, Fluid Safe, CrossFlow, Suction & Irrigation
- ☒ Room breakdown
 - Print or record any data/media from the current procedure as instructed by RN/Scrub staff or the Surgeon
 - Power off and transport Stryker Video Tower/Secondary Monitor to staging/storage area
 - Power off Stryker integrations equipment components
- ☒ Equipment preventative maintenance
 - Clean/disinfect Tower shell and all components prior to staging and usage
 - Check CO2 tanks prior to procedure start
 - Restock printer ink/paper ribbon inventory
 - Routine Stryker Tower components are checked for functionality
 - Routine Integrated Suite components are rebooted and tested for functionality
- ☒ Facilitate Stryker equipment and instrumentation repair process
 - Call out necessary equipment components for repair
 - Request equipment component loaner console (if applicable by Stryker Protect Service Contract)
 - Check-in any loaner/new consoles via BioMed
 - Remove broken/damages components from circulation
 - Call out necessary instrumentation items for replacement

- Maintain proper inventory levels (if applicable by Stryker Protect Service Contract) Send all new instrumentation through the full reprocessing cycle prior to reintroducing into circulation
- Remove broken/damaged instrumentation from circulation

☒ Education

- Provide product in-servicing on Stryker Equipment functionality and troubleshooting to SPD and OR staff members
- Provide product in-servicing on Stryker Instrumentation functionality and usage to SPD and OR staff members

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Purchasing Agreement with Ulrich Medical USA, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Purchasing Agreement with Ulrich Medical USA, Inc. for Spine Implants; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Spine Implants	
Bid/RFP/CBE: NRS 332.115(4) – Goods Commonly Used by Hospital	
Term: 3 years from Effective date	
Amount: Estimated \$250,000 per year or \$750,000 for 3 years	
Out Clause: 60 days w/o cause / Budget Act and Fiscal Fund Out	

BACKGROUND:

This request is to enter into a Purchasing Agreement (“Agreement”) with Ulrich Medical USA, Inc. (“Ulrich”) for the purchase and delivery of spine implants, screws, centerpieces, disposables, and extension rings that are needed for UMC’s operating room. UMC will compensate Ulrich an estimated amount of \$250,000 annually for three (3) years from Effective date. All product pricing will remain firm during the term of this Agreement, and wasted implants that are opened but not used will be billed at a 50% discount. Either party may terminate this Agreement without cause with a 60-day written notice to the other.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 6, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 13, 2023

Agenda Item #

19

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ X Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:0						
Corporate/Business Entity Name: Ulrich Medical USA						
(Include d.b.a., if applicable)						
Street Address:		3700 E Plano Parkway Suite 200		Website: www.ulrichmedicalusa.com		
City, State and Zip Code:		Plano, TX 75074		POC Name: Michael Gow		
				Email: m.gow@ulrichmedicalusa.com		
Telephone No:		469-238-0800		Fax No: NA		
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)
Christoph Ulrich	Owner	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	Michael Gow Print Name
VP Business Development Title	10/05/2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

PURCHASING AGREEMENT SPINE IMPLANTS

This document establishes a Master Products and Equipment Agreement entered into effective as of the last date of signature below ("Effective Date"), by and between Ulrich medical USA, Inc. (uUSA) (Supplier), a Delaware corporation, located at 3700 E. Plano Parkway, Plano, TX 75074 and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (Facility), located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 per the Terms and Conditions listed below. Facility and Supplier may each be referred to as a "Party" or collectively, the "Parties."

Term:

Term. *This Agreement shall commence on the Effective Date and remain in full force and effect for an initial term of three (3) years from the date hereof ("Initial Term"), unless sooner terminated in accordance with the terms and provisions of this Agreement.*

Pricing:

All pricing associated with this Agreement is attached hereto and incorporated herein as Exhibit A. Products shall mean those products listed on Exhibit A. All pricing will remain firm through the term of this Agreement. All products and pricing will be approved for purchase immediately upon execution of this Agreement. Purchases are estimated to be two hundred fifty thousand dollars (\$250,000.00) annually; however, there is no minimum purchase amount. Facility will issue a purchase order for Products to be purchased under this Agreement. Acceptance of this Agreement confirms immediate approval at all affiliated locations.

Billing Entity:

uUSA is a direct-bill implant supplier only. uUSA will invoice facility directly for all uUSA implants used by facility. There are no third parties who are approved to sell or bill for uUSA products.

Freight and Payment Terms:

All standard freight costs shall be paid by Supplier. Expedited freight costs shall be pre-paid and invoiced. uUSA payment terms is thirty (30) day terms from date of invoice as standard payment terms.

Budget and Fiscal Fund Out:

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Facility for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Facility's obligations under it shall be extinguished at the end of any of Facility's fiscal years in which Facility'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, provided that Facility gives Supplier at least one hundred and twenty (120) days' prior written notice termination. Facility 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 Facility of its obligations incurred

through the 30th day of June of the fiscal year for which monies were appropriated or for Products delivered to Facility.

Wasted Implants:

Wasted Implants opened under surgical staff orders but not used for any reason will be billed at a 50% discount from the current contract price.

Indemnification:

Supplier agrees to indemnify and hold harmless Facility, its directors, officers, affiliates, employees, and agents from and against any all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of its directors, officers, employees and agents.

Recalls, Market Withdrawals, & Safety Alerts:

The Supplier represents and warrants that it will follow all FDA regulations regarding recalls.

Insurance:

At all times during the term of this Agreement, Supplier shall maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement.

Confidentiality:

All pricing and terms information included in this agreement is confidential between uUSA and Facility officers, agents, physicians, and advisors engaged to assist in managing its business. Neither Party shall disclose any of this information without prior written consent of the other Party.

Public Records:

Supplier acknowledges that Facility is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public to the extent required by applicable law. If Facility receives a demand for such disclosure, copying or inspection of any information related to this Agreement that Supplier has claimed to be confidential and proprietary, such as Supplier's products, pricing, Facilities, programs, services, business practices or procedures, Facility will immediately notify Supplier of such demand and Supplier shall immediately notify Facility of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Facility not to release the requested information, it will be released without any further obligation or liability by Facility provided that such release or disclosure is expressly required by applicable law.

Termination:

This Agreement may also be terminated by either party in the event of a material breach of any of the terms of this Agreement by the other party by providing written notice of termination to the breaching party; provided that the date of termination will not be effective for a period of thirty (30) days following delivery of written notice of the

alleged breach during which time the breaching party will have an opportunity to cure the breach. Any prepaid fees that apply to the period of time that has been terminated as a result of this section, shall be prorated and payment shall be made to Facility by Supplier for any such amounts within thirty (30) days of the effective date of the termination.

Special Termination Due to Change in Laws

In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement, expressly including any Medicare payment regulation, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or materially impacts upon the reasonable expectations of a Party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of Party to perform its obligations under this Agreement, then such Party may request renegotiation of the applicable terms of this Agreement by written notice to the other Party. Both Parties agree to negotiate in good faith an amendment which preserves the original reasonable expectation of the Parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either Party within thirty (30) days of receipt of such notice, then a Party may terminate this Agreement upon written notice.

New Products:

Supplier may add products to this schedule with written affirmative consent of Facility.

Intellectual Property Rights:

Supplier represents and warrants to Facility that it has investigated the design and specifications for all Products to determine if any of the Products (or the possession or use thereof) infringe or misappropriate the patent, trade secret, trademark, copyright or other intellectual property rights of any third party, and has determined that, and hereby represents and warrants to Facility that, the Products and the possession and use thereof by Facility in the manner intended by Supplier do not infringe or misappropriate the patent, trade secret, trademark, copyright or other intellectual property rights of any third party.

Good Title:

Supplier represents and warrants to Facility that Supplier has or will have good title to the Products supplied and that the Products are free and clear from all liens and encumbrances.

Public Law:

In compliance with 42 USC 1935x (v)(1)(I), for a period of four years after the furnishing of the supplies, services, and/or equipment covered by this Agreement, Supplier or any sub-contractor under this Agreement agree to make available to the Secretary of Health and Human Services, books, documents and records which relate to the cost of the items provided under this contract. This public law affects those sellers who anticipate our annual purchases to be \$10,000.00 or more.

Non-Excluded Healthcare Provider:

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

Compliance with Law:

The Parties shall comply with all applicable federal and state laws, regulations and rules.

Choice of Law:

The Agreement shall be construed and governed by the laws of the state of Nevada. The jurisdiction and venue shall be in the state of Nevada.

Cancellation:

Either Party may cancel this agreement without penalty with sixty (60) days' written notice to the other Party.

HEALTHCARE PROVIDER; NO PHI.

Supplier acknowledges that under guidance issued by DHHS, Supplier is acting in the capacity of a Health Care Provider when Supplier requires PHI in order to provide Health Care to an individual which may include, but not be limited to, determining the correct Product to provide to Facility for a patient or to provide assistance, support or guidance to a physician or patient regarding the proper use or insertion of a Product. When acting in the capacity of a Health Care Provider, Supplier agrees to comply with HIPAA at all times and for all purposes.

Signature Page

Ulrich Medical USA:

Timothy Nye

Name and Date

Signature

Director, Commercial Strategy

Title

t.nye@ulrichmedicalusa.com

Email address for communication related to this agreement

For Facility:

Mason Van Houweling

Name and Date

Signature

CEO

Title

Janet.DavidLustina@umcsn.com

Email address for communication related to this agreement

Exhibit A

ulrich medical USA 2023 Price List										UMC - Las Vegas
Vendor Name	Product Name	ne Product Categ	Sub-Product Category	Spine Region	UDI number / GTIN Number	Vendor Catalog Number	Product Description	UOM	2023 LIST PRICES	July 2023- 2026 Prices
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004256	CS 2250-12-10	Small VBR, Ø 12mm x 10-13mm, titanium	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004263	CS 2250-12-12	Small VBR, Ø 12mm x 12-17mm, titanium	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004270	CS 2250-12-16	Small VBR, Ø 12mm x 16-25mm, titanium	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009206	CS 2250-12-166	Small VBR, Ø 12mm x 16-25mm, titanium, angled 6°	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004294	CS 2250-12-24	Small VBR, Ø 12mm x 24-40mm, titanium	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009213	CS 2250-12-246	Small VBR, Ø 12mm x 24-40mm, titanium, angled 6°	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004317	CS 2250-12-39	Small VBR, Ø 12mm x 39-65mm, titanium	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009220	CS 2250-12-396	Small VBR, Ø 12mm x 39-65mm, titanium, angled 6°	1	\$ 29,402	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004331	CS 2250-14-10	Small VBR, Ø 14mm x 10-13mm, titanium	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004348	CS 2250-14-12	Small VBR, Ø 14mm x 12-17mm, titanium	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004355	CS 2250-14-16	Small VBR, Ø 14mm x 16-25mm, titanium	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009237	CS 2250-14-166	Small VBR, Ø 14mm x 16-25mm, titanium, angled 6°	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004362	CS 2250-14-24	Small VBR, Ø 14mm x 24-40mm, titanium	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009244	CS 2250-14-246	Small VBR, Ø 14mm x 24-40mm, titanium, angled 6°	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004379	CS 2250-14-39	Small VBR, Ø 14mm x 39-65mm, titanium	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009251	CS 2250-14-396	Small VBR, Ø 14mm x 39-65mm, titanium, angled 6°	1	\$ 30,959	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004386	CS 2250-16-10	Small VBR, Ø 16mm x 10-13mm, titanium	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004393	CS 2250-16-12	Small VBR, Ø 16mm x 12-17mm, titanium	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004409	CS 2250-16-16	Small VBR, Ø 16mm x 16-25mm, titanium	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009268	CS 2250-16-166	Small VBR, Ø 16mm x 16-25mm, titanium, angled 6°	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536004416	CS 2250-16-24	Small VBR, Ø 16mm x 24-40mm, titanium	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536009275	CS 2250-16-246	Small VBR, Ø 16mm x 24-40mm, titanium, angled 6°	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	VBR Centerpiece	TL	04052536000029	CS 2250-16-39	Small VBR, Ø 16mm x 39-65mm, titanium	1	\$ 32,424	\$ 6,000.00
ulrich medical USA	Small VBR	andable Corpecto	nt Screw/Locking Scre	TL	04052536004461	CS 2259	Small VBR, set screw, titanium	1	\$ 550	\$ 100.00
ulrich medical USA	Small VBR	andable Corpecto	Accessories	TL	04052536009442	CS 2256-12	Small VBR, 12mm disposable cassette head for expander	1	\$ 1,786	\$ 275.00
ulrich medical USA	Small VBR	andable Corpecto	Accessories	TL	04052536009459	CS 2256-14	Small VBR, 14mm disposable cassette head for expander	1	\$ 1,786	\$ 275.00
ulrich medical USA	Small VBR	andable Corpecto	Accessories	TL	04052536009466	CS 2256-16	Small VBR, 16mm disposable cassette head for expander	1	\$ 1,786	\$ 275.00
ulrich medical USA	obelisc	andable Corpecto	nt Screw/Locking Scre	TL	04052536005567	CS 2901	obelisc, locking screw - standard	1	\$ 512	\$ 125.00
ulrich medical USA	obelisc	andable Corpecto	nt Screw/Locking Scre	TL	04052536113699	CS 2901-01	obelisc, locking screw - short	1	\$ 512	\$ 125.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536013395	CS 2920-17	obelisc, center piece, Ø 20mm, height 17-23mm	1	\$ 31,770	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536005574	CS 2920-20	obelisc, center piece, Ø 20mm, height 20-28mm	1	\$ 31,770	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536013401	CS 2920-23	obelisc, center piece, Ø 20mm, height 23-31mm	1	\$ 31,770	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536013418	CS 2920-27	obelisc, center piece, Ø 20mm, height 27-38mm	1	\$ 31,770	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536005598	CS 2920-32	obelisc, center piece, Ø 20mm, height 32-47mm	1	\$ 31,770	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536005604	CS 2920-40	obelisc, center piece, Ø 20mm, height 40-62mm	1	\$ 33,393	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536005611	CS 2920-53	obelisc, center piece, Ø 20mm, height 53-87mm	1	\$ 33,393	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	VBR Centerpiece	TL	04052536005628	CS 2920-76	obelisc, center piece, Ø 20mm, height 76-132mm	1	\$ 33,393	\$ 6,000.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013425	CS 2925-00	obelisc, end cap, grey, Ø 20mm, angle 0°	1	\$ 5,637	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013432	CS 2925-05	obelisc, end cap, grey, Ø 20mm, angle 5°	1	\$ 7,430	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013449	CS 2925-10	obelisc, end cap, grey, Ø 20mm, angle 10°	1	\$ 7,430	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013456	CS 2925-15	obelisc, end cap, grey, Ø 20mm, angle 15°	1	\$ 7,430	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013463	CS 2926-00	obelisc, end cap, light blue, Ø 24mm, angle 0°	1	\$ 7,003	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013470	CS 2926-05	obelisc, end cap, light blue, Ø 24mm, angle 5°	1	\$ 7,857	\$ 500.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013487	CS 2926-10	obelisc, end cap, light blue, Ø 24mm, angle 10°	1	\$ 7,857	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013494	CS 2926-15	obelisc, end cap, light blue, 24mm, angle 15°	1	\$ 7,857	\$ 700.00

ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013500	CS 2927-00	obelisc, end cap, yellow, Ø 26mm, angle 0°	1	\$ 8,626	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013517	CS 2927-05	obelisc, end cap, yellow, Ø 26mm, angle 5°	1	\$ 9,821	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013524	CS 2927-10	obelisc, end cap, yellow, Ø 26mm, angle 10°	1	\$ 9,821	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013531	CS 2927-15	obelisc, end cap, yellow, Ø 26mm, angle 15°	1	\$ 9,821	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013548	CS 2928-00	obelisc, end cap, green, Ø 29mm, angle 0°	1	\$ 8,882	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013555	CS 2928-05	obelisc, end cap, green, Ø 29mm, angle 5°	1	\$ 10,078	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013562	CS 2928-10	obelisc, end cap, green, Ø 29mm, angle 10°	1	\$ 10,078	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013579	CS 2928-15	obelisc, end cap, green Ø 29mm, angle 15°	1	\$ 10,078	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013586	CS 2929-00	obelisc, end cap, blue, Ø 32mm, angle 0°	1	\$ 9,224	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013593	CS 2929-05	obelisc, end cap, blue, Ø 32mm, angle 5°	1	\$ 10,419	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013609	CS 2929-10	obelisc, end cap, blue, Ø 32mm, angle 10°	1	\$ 10,419	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013616	CS 2929-15	obelisc, end cap, blue, Ø 32mm, angle 15°	1	\$ 10,419	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013623	CS 2930-00	obelisc, end cap, oval, bronze, 32 x 26mm, angle 0°	1	\$ 9,565	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013630	CS 2930-05	obelisc, end cap, oval, bronze, 32 x 26mm, angle 5°	1	\$ 10,761	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013647	CS 2930-10	obelisc, end cap, oval, bronze, 32 x 26mm, angle 10°	1	\$ 10,761	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013654	CS 2930-15	obelisc, end cap, oval, bronze, 32 x 26mm, angle 15°	1	\$ 10,761	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Endcap	TL	04052536013661	CS 2930-20	obelisc, end cap, oval, bronze, 32 x 26mm, angle 20°	1	\$ 10,761	\$ 700.00
ulrich medical USA	obelisc	andable Corpecto	Accessories	TL	04052536013388	CS 2902	obelisc, end piece spring	1	\$ 342	\$ 125.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113705	CS 2914-00	obelisc lateral end plate, yellow, L 35mm, angle 0°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113712	CS 2914-05	obelisc lateral end plate, yellow, L 35mm, angle 5°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113729	CS 2914-10	obelisc lateral end plate, yellow, L 35mm, angle 10°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113736	CS 2914-15	obelisc lateral end plate, yellow, L 35mm, angle 15°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113743	CS 2915-00	obelisc lateral end plate, green, L 45mm, angle 0°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113750	CS 2915-05	obelisc lateral end plate, green, L 45mm, angle 5°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113767	CS 2915-10	obelisc lateral end plate, green, L 45mm, angle 10°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113774	CS 2915-15	obelisc lateral end plate, green, L 45mm, angle 15°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113781	CS 2916-00	obelisc lateral end plate, blue, L 55mm, angle 0°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113798	CS 2916-05	obelisc lateral end plate, blue, L 55mm, angle 5°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113804	CS 2916-10	obelisc lateral end plate, blue, L 55mm, angle 10°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113811	CS 2916-15	obelisc lateral end plate, blue, L 55mm, angle 15°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113811	CS 2916-15	obelisc lateral end plate, blue, L 55mm, angle 15°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113705	CS 2914-00	obelisc lateral end plate, yellow, L 35mm, angle 0°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113712	CS 2914-05	obelisc lateral end plate, yellow, L 35mm, angle 5°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113729	CS 2914-10	obelisc lateral end plate, yellow, L 35mm, angle 10°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113736	CS 2914-15	obelisc lateral end plate, yellow, L 35mm, angle 15°	1	\$ 9,394	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113743	CS 2915-00	obelisc lateral end plate, green, L 45mm, angle 0°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113750	CS 2915-05	obelisc lateral end plate, green, L 45mm, angle 5°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113767	CS 2915-10	obelisc lateral end plate, green, L 45mm, angle 10°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113774	CS 2915-15	obelisc lateral end plate, green, L 45mm, angle 15°	1	\$ 9,651	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113781	CS 2916-00	obelisc lateral end plate, blue, L 55mm, angle 0°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113798	CS 2916-05	obelisc lateral end plate, blue, L 55mm, angle 5°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113804	CS 2916-10	obelisc lateral end plate, blue, L 55mm, angle 10°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	obelisc LE	andable Corpecto	Endplate	TL	04052536113811	CS 2916-15	obelisc lateral end plate, blue, L 55mm, angle 15°	1	\$ 9,821	\$ 1,600.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022279	UU041-01-1317	Ø 13mm, height 13-17.5mm, light blue	1	\$ 29,058	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022286	UU041-01-1621	Ø 13mm, height 16-21.5mm, yellow	1	\$ 29,058	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022293	UU041-01-1927	Ø 13mm, height 19-27.5mm, turquoise	1	\$ 29,058	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022309	UU041-01-2432	Ø 13mm, height 24-32mm, magenta	1	\$ 29,561	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022316	UU041-01-2839	Ø 13mm, height 28-39mm, green	1	\$ 29,561	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022323	UU041-01-3551	Ø 13mm, height 35-51mm, blue	1	\$ 30,064	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	VBR Centerpiece	TL	00814386022330	UU041-01-4772	Ø 13mm, height 47-72mm, bronze	1	\$ 30,442	\$ 5,890.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022347	UU041-02-1300	Ø 13mm, 0°	1	\$ 6,164	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022354	UU041-02-1305	Ø 13mm, 5°	1	\$ 6,793	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022361	UU041-02-1310	Ø 13mm, 10°	1	\$ 7,296	\$ 1,950.00

ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022378	UU041-02-1600	Ø 16mm, 0°	1	\$ 6,541	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022385	UU041-02-1605	Ø 16mm, 5°	1	\$ 7,044	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022392	UU041-02-1610	Ø 16mm, 10°	1	\$ 7,548	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022408	UU041-03-1300	oval, 16x13mm, 0°	1	\$ 7,925	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022415	UU041-03-1305	oval, 16x13mm, 5°	1	\$ 8,680	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022422	UU041-03-1310	oval, 16x13mm, 10°	1	\$ 9,057	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022439	UU041-03-1600	oval, 19x16mm, 0°	1	\$ 8,177	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022446	UU041-03-1605	oval, 19x16mm, 5°	1	\$ 8,931	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Angulation Plate	TL	00814386022453	UU041-03-1610	oval, 19x16mm, 10°	1	\$ 9,812	\$ 1,950.00
ulrich medical USA	Solidity	andable Corpecto	Extension Ring	TL	00814386022460	UU041-04-1600	Extension ring, Ø 16mm, 0°	1	\$ 6,667	\$ 1,950.00

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Professional Services Agreement with Nevada Heart and Vascular Center (Resh), LLP	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Nevada Heart and Vascular Center (Resh), LLP for Cardiovascular and Cardiothoracic Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000608400	Funded Pgm/Grant: N/A
Description: Cardiovascular and Cardiothoracic Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 1/1/2024 to 12/31/2026 with two 1-year renewal options	
Amount:	

Professional Services	\$143,500 per month; \$1,722,000 per year or \$8,610,000 for five (5) years
Medical Directorship Services	\$325 per hour for up to twenty (20) hours per month; NTE \$78,000 per year or NTE \$390,000 for five (5) years

Total	\$1,800,000 per year or \$9,000,000 for five (5) years

Out Clause: 180 days w/o cause

BACKGROUND:

This request is to enter into a new Professional Services Agreement (“Agreement”) Nevada Heart and Vascular Center (Resh), LLC (“Provider”) for cardiovascular and cardiothoracic services. Provider will provide emergency and on-call services with consultative coverage on a 24/7 basis to treat Hospital’s unassigned patients, in accordance with the schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider \$143,500 per month for professional services and approximately \$78,000 per month for Medical Directorship services, from January 1, 2024 through December 31, 2026, with two (2), 1-

Cleared for Agenda
December 13, 2023

Agenda Item #

20

year extension options. Either party may terminate this Agreement for convenience with a 180-day written notice to the other.

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

PROFESSIONAL SERVICES AGREEMENT (Clinical Services)

This Agreement, is made and entered into this ____ day of December, 2023, 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 **Nevada Heart and Vascular Center (Resh), LLP**, a Nevada limited liability partnership, existing under and by virtue of the laws of the State of Nevada, with its administrative offices located at 801 S. Rancho Dr., Ste. E6, Las Vegas, NV 89106 (hereinafter referred to as "Provider"). Hospital and Provider together shall be referred to individually herein as "party" and collectively as "parties."

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

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as cardiovascular and cardiothoracic surgeons;

WHEREAS, Provider desires to contract for and provide said Services in the specialty of cardiovascular and cardiothoracic surgery, as more specifically described herein; and

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

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

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital. Allied Health Providers to be utilized by Provider for the provision of Services are listed on Exhibit A-1, which shall be subject to change from time to time.

1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Cardiology.

1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.4 Medical Director. The Medical Director performs certain administrative services in coordination with the Hospital. Among other duties assigned to the Medical Director, he or she shall be responsible for scheduling the call coverage services detailed in this Agreement, and any other similar on-call agreements between Hospital and third party providers. Dr. Giovanni Ciuffo has been designated as the Medical Director.

1.5 Member Physicians. Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A-1 and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.6 Services. Clinical services in the specialty of cardiovascular and cardiothoracic surgery performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to the delivery to the Department and Hospital certain Services to Unassigned Patients, twenty-four (24) hours per day/seven (7) days per week, as further described herein.

1.7 Unassigned Patients. Those patients seen by Provider during inpatient or outpatient service sessions (as applicable) at Hospital who have not established a prior physician patient relationship with a Cardiovascular and/or Cardiothoracic surgeon credentialed by Hospital's Medical Staff or are not assigned a physician under a managed care plan. Unassigned Patients include, but are not limited to, those patients who are uninsured. For purposes of this Agreement, Unassigned Patients shall not include persons who are patients of Provider or whom Provider chooses to provide services at Hospital. Notwithstanding the preceding, in the event of an emergency, Provider shall perform the Services regardless of payor source or status in order to ensure timely response to any and all patients consistent with Hospital policies. In such emergent situations all patients shall be defined as Unassigned Patients.

II. PROVIDER'S OBLIGATIONS

2.1 Department Coverage for Services. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:

a. Provider shall provide professional services in the best interest of Hospital's patients with all due diligence; and provide full-time 24/7/365 coverage to Unassigned Patients (requiring a minimum of 2.5 FTEs inclusive of all onsite coverage, invasive-interventional clinical services, electrophysiology clinical services, ECHO and EKG read services and all call coverage requirements) to include examination, assessment, diagnosis, medical intervention, follow-up inpatient care and discharge in a professional manner in the best interest of patients and in accordance with community standards;

b. Provider shall conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate cardiovascular and cardiothoracic surgery coverage as provided herein. Provider shall render and supervise cardiovascular and cardiothoracic surgery services and consult with the Medical Staff and Hospital upon request; ·

c. Provider shall provide the Services on premises of Hospital on an emergency and unrestricted on-call basis with consultative coverage on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, in accordance with the cardiovascular and cardiothoracic surgery rotation schedule maintained by the Medical Staff, throughout the Term of this Agreement to treat Unassigned Patients in Hospital's Department. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;

d. Provider shall respond to all requests for consultations as follows:

1. Request prior to 12:00 pm -response shall be same day.
2. Request after 12:00 pm -response shall be within twenty-four (24) hours.

For this purpose, consultative coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care;

e. Provider shall be responsible for any staffing required to assist Member Physicians in carrying out its duties within the Department, so that Hospital, its Medical Staff, and patients shall at all times have adequate Services coverage;

f. Provider shall cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;

g. On an annual basis, Provider shall use reasonable best efforts to create a collaborative plan with Hospital's affiliated medical school(s) for the provision of Services in support of the medical resident program;

h. Provider shall ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of The Joint Commission, the American Board of Thoracic Surgery (ABTS) and the Medical Staff Bylaws and related manuals, and any requirements of local, state and national regulatory agencies and accrediting bodies and any policies and procedures of applicable third party payors, as may then be in effect;

i. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience;

j. Provide consultative interpretations and documentation in accordance with the standards and recommendations of the Joint Commission, the American Association of Thoracic Surgery, the Bylaws, Rules and Regulations of the Medical Staff, and any policies and procedures of the applicable third party payors, as may then be in effect;

k. Provider shall coordinate and integrate clinically related cardiovascular and cardiothoracic surgery activities both inter and intra departmentally within Hospital and its affiliated clinics. This will include reviewing patient charts and laboratory results; and

l. Provider shall perform such other Services, as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.6 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, Allied Health Providers or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 Medical Directorship. During the Term, in addition to the Services provided by a Member Physician, the designated Medical Director shall provide the following administrative services (the "Medical Directorship Services"):

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

- l. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;
- m. Report any equipment malfunction to Hospital's Administration and the Department;
- n. Assist Hospital in the appeal of any denial of payment of Hospital charges; and
- o. Perform such other administrative duties as necessary to the Department as assigned.

Medical Director shall be required to submit monthly time records which details with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.3.

2.4 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:
 - 1. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
 - 2. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
 - 3. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - 4. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - 5. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - 6. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
 - 7. will comply with the Standards of Performance, attached hereto as Exhibit B and incorporated by reference.
- b. Provider, on behalf of each of Provider's Member Physicians (and Allied Health Providers as applicable), represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:
 - 1. Is Board certified in Thoracic Surgery and Cardiovascular Surgery
 - 2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
 - 3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
 - 4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
 - 5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;

6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and
10. will comply with the Standards of Performance, attached hereto as Exhibit B and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2. 6 or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and fails to immediately remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement.

2.6 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.7 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.8 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws of the Medical and Dental Staff and related documents. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

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

2.10 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical and Dental Staff, as may then be in effect.

2.11 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as term is defined in the HIPAA Regulations.

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

2.12 UMC Policy on Contracted/Non-Employee Requirements. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with Hospital's Policy on Contracted/Non-Employee Requirements, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. **HOSPITAL'S OBLIGATIONS**

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for the Department (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment

provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

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

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

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

3.4 Non-Exclusivity of Services. This Agreement does not preclude an attending physician on Hospital's Medical Staff from requesting a specific physician, not a party to this Agreement, to provide a specific procedure or consultation in the Department, subject to Provider's right to schedule all Department procedures and services and provided that such independent physician is a member of Hospital's Medical Staff.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider's access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e.,

professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Provider for the Services, monthly payments in the amount of One Hundred Forty-Three Thousand Five Hundred and 00/100 Dollars (\$143,500.00), for an annual amount of One Million Seven Hundred Twenty-Two Thousand and 00/100 Dollars (\$1,722,000.00). Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.

5.2 Compensation for Medical Directorship Services. As compensation for the Medical Directorship Services as described in Section 2.3, Provider shall be entitled to an hourly compensation of Three Hundred Twenty-Five and 00/100 Dollars (\$325.00) per hour for up to twenty (20) hours per month, for an annual not-to-exceed amount of Seventy-Eight Thousand and 00/100 Dollars (\$78,000.00), as documented and verified pursuant to accurate and complete time records submitted by the Medical Director.

5.3 Time Studies/Payment. Provider shall record in hourly increments Member Physicians' time spent on the various responsibilities for the Medical Directorship Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Provider shall submit such time studies to Hospital's Fiscal Services Department by the twelfth (12th) of each month for the preceding month. Failure to submit the required time study by the twelfth (12th) of each month will delay that month's payment until the time study is received. Provider will be paid on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services.

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

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on January 1, 2024, and subject to Section 7.5, shall remain in effect through December 31, 2026 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

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

- a. Any change of address of Provider;
- b. Any change in membership or ownership of Provider's group or professional corporation;
- c. Any action against the license of any of Provider's Member Physicians;
- d. Any action commenced against Provider which could materially affect this Agreement; or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program.
- b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - 1. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;
 - 2. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff and Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder;
 - 3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;
 - 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or
 - 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program;
2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
3. Hospital at any time engages in any criminal conduct or fraud that Provider reasonably determines is harming or is likely to materially harm the goodwill or reputation of Provider;
4. The failure of Hospital to maintain full accreditation by The Joint Commission;
5. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V above; or
6. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon One Hundred Eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding. on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies

appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (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.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

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

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

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

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.
- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC Ethics Point hotline located at <http://umcintranet/compliancehotline.html>. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal. State. Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

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

To Provider: Nevada Heart and Vascular Center
ATTN: Joanne Villanueva
801 S. Rancho Dr, Ste. E6
Las Vegas, NV 89106

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

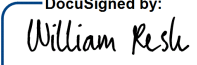
1. n/a

[Signature page to follow]

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

Provider:

**Nevada Heart and Vascular Center
(Resh), LLP**

By: 
C76398F70119430...
William H. Resh, M.D.
Managing Partner

Hospital:

**University Medical Center
of Southern Nevada**

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A**PROFESSIONAL MEDICAL SERVICES**

Provider, by and through its Member Physicians and Allied Health Providers, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this Exhibit A, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide clinical direction of Hospital's cardiovascular and cardiothoracic surgery services, all ambulatory care and satellite cardiovascular and cardiothoracic surgery services, if any;
2. Provide onsite response calls as stipulated in Hospital Policy #MSS-0111, On Call Physician Policy, and the Medical Staff Bylaws for cardiovascular and cardiothoracic surgery call twenty-four (24) hours per day, seven (7) days per week;
3. Carry pagers, cell phones, or other Hospital required communication devices while onsite and respond within five (5) minutes for requests from Critical Care (Leapfrog standard) or thirty (30) minutes from non-critical areas;
4. Provide adequate physician coverage required to meet this Agreement, which has been determined to be a minimum of two and one-half (2.5) full time equivalent (FTE) MD/Dos inclusive of all onsite coverage, for both routine and related emergency care on a twenty-four (24) hour-a-day, seven (7) days-a-week basis (inclusive of all Holidays);
5. Provide twenty-four-seven (24/7) consultative services. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;
6. Must see all patients that require follow-up visits in Provider's office regardless of patient's ability to make upfront payments or deposits;
7. Use best efforts to use Hospital's contracted anesthesiologists and hospitalists;
8. Participate in scheduled clinical staff meetings and conferences;
9. Contribute to a positive relationship among Hospital's Administration, healthcare providers (RN's, ancillary providers), Medical Staff and the community;
10. Promote the growth and development of the Services in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;
11. Inform the Department and/or Hospital's Administration of new equipment and applications; asses and recommend to Hospital's Administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Services;
12. Monitor the use of equipment and report any malfunction to the Department or Hospital's Administration;
13. Recommend innovative changes directed toward improved patient services;

14. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards, and the requirements of local, state and national regulatory agencies and accrediting bodies;
15. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;
16. Assist Hospital in the appeal of any denial of payment of Hospital charges;
17. Peer review reports to be delivered by Provider on a quarterly basis;
18. All policies and procedures will be followed, including verbal orders, charted in Hospital's Electronic Health Record system; and
19. Ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of The Joint Commission and the Medical Staff Bylaws and related manuals, and any requirements of local, state, and national regulatory agencies and accrediting bodies.

Service Location: All Services are to be performed at Hospital's main campus location at:

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

Member Physicians and Allied Health Providers: See **Exhibit A-1**

EXHIBIT A-1

List of Providers

1. Giovanni Ciuffo, M.D.
2. Walter Ehrman, M.D.
3. Demetrios Mavroidis, M.D.
4. Roberto Amado-Cattaneo, M.D.
5. Alvancin E. Louis, M.D.
6. Danielle M. Dombrowski, M.D.
7. Michael D. McKee, M.D.
8. Jun Xu, M.D.

EXHIBIT B

STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance:

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall develop and implement guidelines and critical pathways to improve quality of care and decrease length of stay.
- e. Provider shall be in compliance with all state and federal regulations, State of Nevada, and The Joint Commission guidelines, as evidenced by:
 1. Ongoing participation in preparations for inspections/surveys and timely resolutions of any identified deficiencies for State of Nevada and The Joint Commission or other regulatory agencies.
 2. No significant findings related to the clinical or administrative practice of cardiovascular and cardiothoracic surgery.
- f. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- g. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).
- h. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- i. Provider shall perform appropriate clinical documentation.

j. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

k. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

l. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

m. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (1) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (2) the patient expresses a preference for a different provider, practitioner, or supplier; (3) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (4) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 41.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

n. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

o. Provider agrees to participate in the Merit-based Incentive Payment System ("MIPS") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

p. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

q. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

- r. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- s. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of Hospital's patient satisfaction surveys applicable to Provider.
- t. Provider shall participate in the Society of Thoracic Surgeons ("STS") Coronary Artery Bypass Grafting ("CABG") Database and maintain the four (4) quality domains (Composite and Infection, Mortality, Morbidity, and Internal Mammary Artery) at the national benchmark.
- u. Provider shall ensure that all medical record charts will be completed and signed as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
- v. Upon request from Hospital, Provider shall provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (1) inpatient admissions, (2) observation admissions, (3) encounters, (4) encounters per day, (5) average staffed hours per day, (6) frequently used procedure codes, (7) work Relative Value Units (RVUs) per encounter, (8) payor mix, and (9) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with written notice. Hospital staff/analysts can support requested data collection in collaboration with Provider.
- w. Provider shall be in one hundred percent (100%) compliance with the Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents.
- x. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- y. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.
- z. Provider shall actively participate in Hospital's Value Analysis Program and attend the Value Analysis meetings when requested by Hospital.
- aa. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for cardiovascular patients to meet the national benchmark criteria.

ATTACHMENT 1

NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

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

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☒ Other LLP
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		NEVADA HEART AND VASCULAR CENTER REST LLP				
(Include d.b.a., if applicable)		NEVADA HEART AND VASCULAR CENTER				
Street Address:		400 E. SILVERADO BLVD		Website: www.nevadaheart.com		
City, State and Zip Code:		#170 LAS VEGAS, NV 89103		POC Name: JOHNNE VILLANUEVA		
Telephone No:		702-340-6402		Email: jornne@nevadaheart.com		
Nevada Local Street Address:				Fax No: 702 804 0957		
(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).

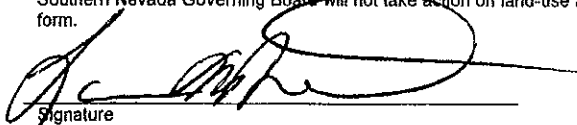
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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


Signature

LAWRENCE M. PRESTON
Print Name

COO
Title

8/28/18
Date

Nevada Heart & Vascular

Ahsan	1	5.48%
Aquino	1	5.48%
Berkley	1	5.48%
Bowers	1	5.48%
Gururaj	1	5.48%
Kalla	1	5.48%
Khan	1	5.48%
Lee	1	5.48%
Malhotra	1	5.48%
Marchant	1	5.48%
Miranda	1	5.48%
Resh	1	5.48%
Rhodes	1	5.48%
Sharma	0.75	4.11%
Shehane	1	5.48%
Sheikh	0.5	2.74%
Tselikis	1	5.48%
Umakant	1	5.48%
Valencia	1	5.48%
18.25		100.00%

Business License Detail Information

License Number:	2002180.597
MJBL Number:	
Business:	Nevada Heart and Vascular Center Suite 170 700 E Silverado Ranch Blvd Las Vegas, NV 89123
Business Telephone:	(702) 240-6482
License Category:	Administrative Office Space
Status:	Licensed
Date of License:	11/16/2012
Out of Business Date:	
Business Owner(s)	
Nevada Heart and Vascular Center (RESH) LLP	

[Return to Previous Page](#)
[Return to Business License Database Search Options](#)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Education – Stowe Shoemaker, PhD	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an educational presentation from Stowe Shoemaker, PhD, with the UNLV Foundation, regarding Hospitable Healthcare and creating an impactful guest experience; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Stowe Shoemaker, PhD will present the Governing Board with information regarding principles of hospitality to enhance the patient experience.

Cleared for Agenda
December 13, 2023

Agenda Item #

21

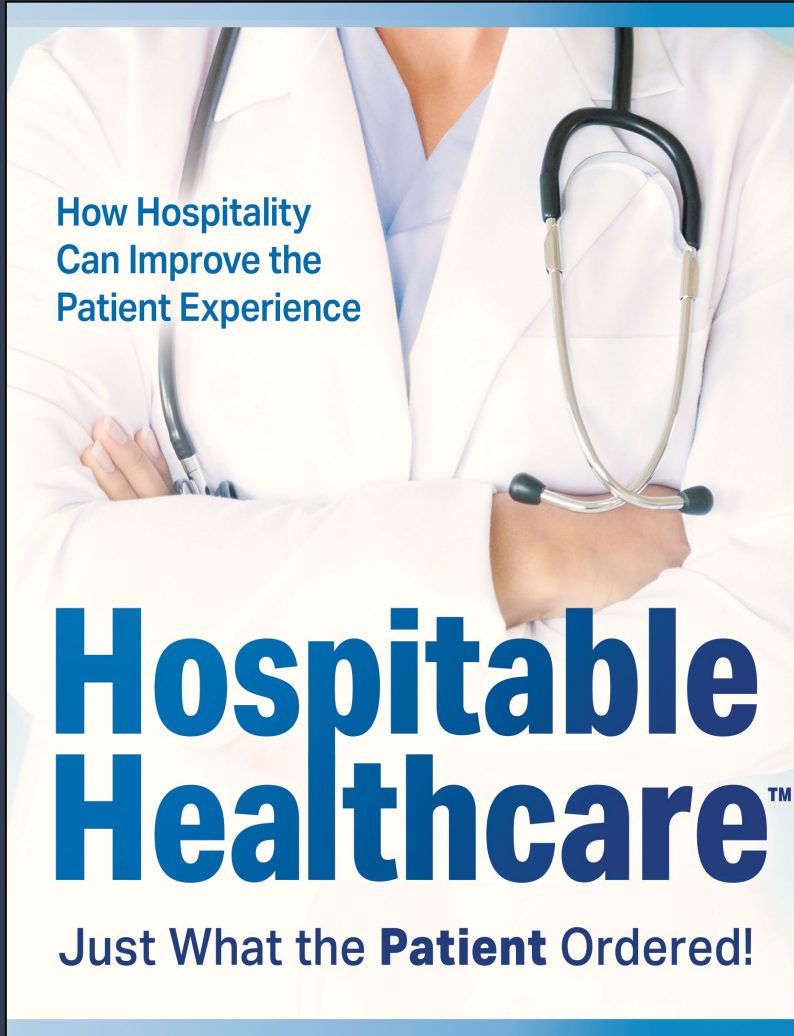
Stowe Shoemaker, PhD

Stowe Shoemaker, Ph.D., is an ***award-winning researcher, author, and acknowledged expert in hospitality***, revenue management, pricing strategy, consumer behavior, and customer loyalty programs.

He received his doctorate from Cornell University where, since 1996, he has served as a member of the executive education faculty. Dr. Shoemaker served as Dean of the William F. Harrah College of Hospitality at the University of Nevada from 2013 – 2023. While dean, he held the Andrew and Peggy Dean's Chair. Applying his knowledge of hospitality to help healthcare professionals improve patient satisfaction, Dr. Shoemaker has held a joint appointment at MD Anderson Cancer Center and worked with Memorial Healthcare Systems, Houston.

Dr. Shoemaker has published two marketing textbooks: ***Marketing Leadership in Hospitality and Tourism: Strategies and Tactics for a Competitive Advantage*** and ***Marketing Essentials in Hospitality and Tourism: Foundations and Practices***, and his research has won numerous awards. His third book ***Hospitable Healthcare: Just What the Patient Ordered*** was published in Spring 2023.

As an advisor to numerous service provider clients including British Airways, Accor, Hilton, Landry's and Hyatt, Dr. Shoemaker has extensive experience with modeling the performance of marketing plans and developing casino games, pricing strategies, programs to measure customer satisfaction, and consumer motivation-based segmentation strategies in the gaming, lodging, and restaurant industries.



How **healthcare** providers can use
principles of **hospitality** to
improve the **patient experience**.

Book based on
RESEARCH

Interviews with the most admired hospitality service providers:

Ritz Carlton, Hilton, Dorchester Collection, Open Table, Caesars Entertainment, Four Seasons, etc.

Interviews with the most admired healthcare service providers:

Geisinger Health, New York Presbyterian, CTCA, Cleveland Clinic, Mayo Clinic, Beryl Institute

The sample: 1,200 U.S. adults

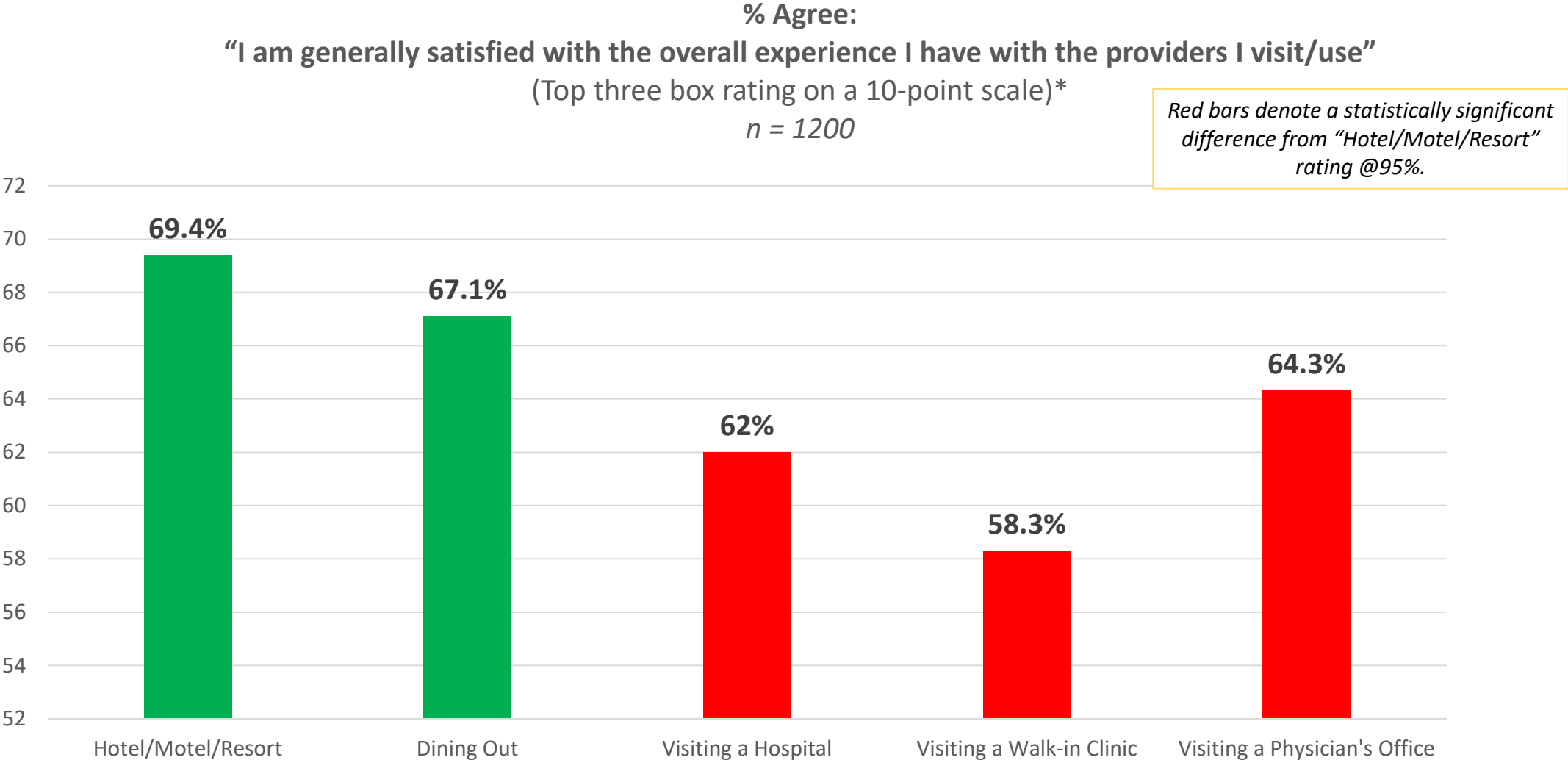
Visited/patronized: 2019 *(prior to COVID)*

- Hospitals
- Walk-in clinics
- Physician offices
- Hotels/resorts
- Restaurants

Rated: 24 common service touchpoints

Book based on
RESEARCH

Overall Satisfaction: Hospitality vs. Healthcare



Hospitality Deficit *(based on performance importance)*

SERVICE VARIABLE	HOSPITALITY DEFICIT*
The invoice/bill I receive is easy to understand	-14.3
I know how much I have to pay for the service before I receive it	-14.1
The invoice/bill I receive is consistent with my expectation	-13.4
The provider appreciates my business	-11.7
The arrival experience is welcoming	-8.4
The arrival environment is welcoming	-8.2
It's easy to resolve disputes I have about the value of the service I received	-7.5
I can make an appointment/get a reservation when I want one	-7.3
The provider tries to make me feel satisfied with the service I received	-7.1
The provider resolves any problems I express about my experience quickly	-6.7
The people I interact with make me feel welcome	-6.3
The check in process is easy	-5.0
I express dissatisfaction if I am unhappy with the service I received	-4.6
The people I interact with are eager to serve me	-4.0
The provider asks for feedback about my experience after I leave	-1.9
MEAN	-8.0
	n=1200
*(% Agree For Healthcare) - (% Agree For Hospitality)	

Hospitality Deficit *(based on performance importance)*

1) Knowing/Understanding the cost of services provided

-13.9

- The invoice/bill I receive is easy to understand
- I know how much I have to pay for the service before I receive it
- The invoice/bill I receive is consistent with my expectations

2) Customer Appreciation

-11.7

- The provider appreciates my business

3) Reception

-6.7

- The arrival experience is welcoming
- The arrival environment is welcoming
- The people I interact with make me feel welcome
- The people I interact with are eager to serve me

Hospitality Deficit *(based on performance importance)*

4) Service logistics

-6.3

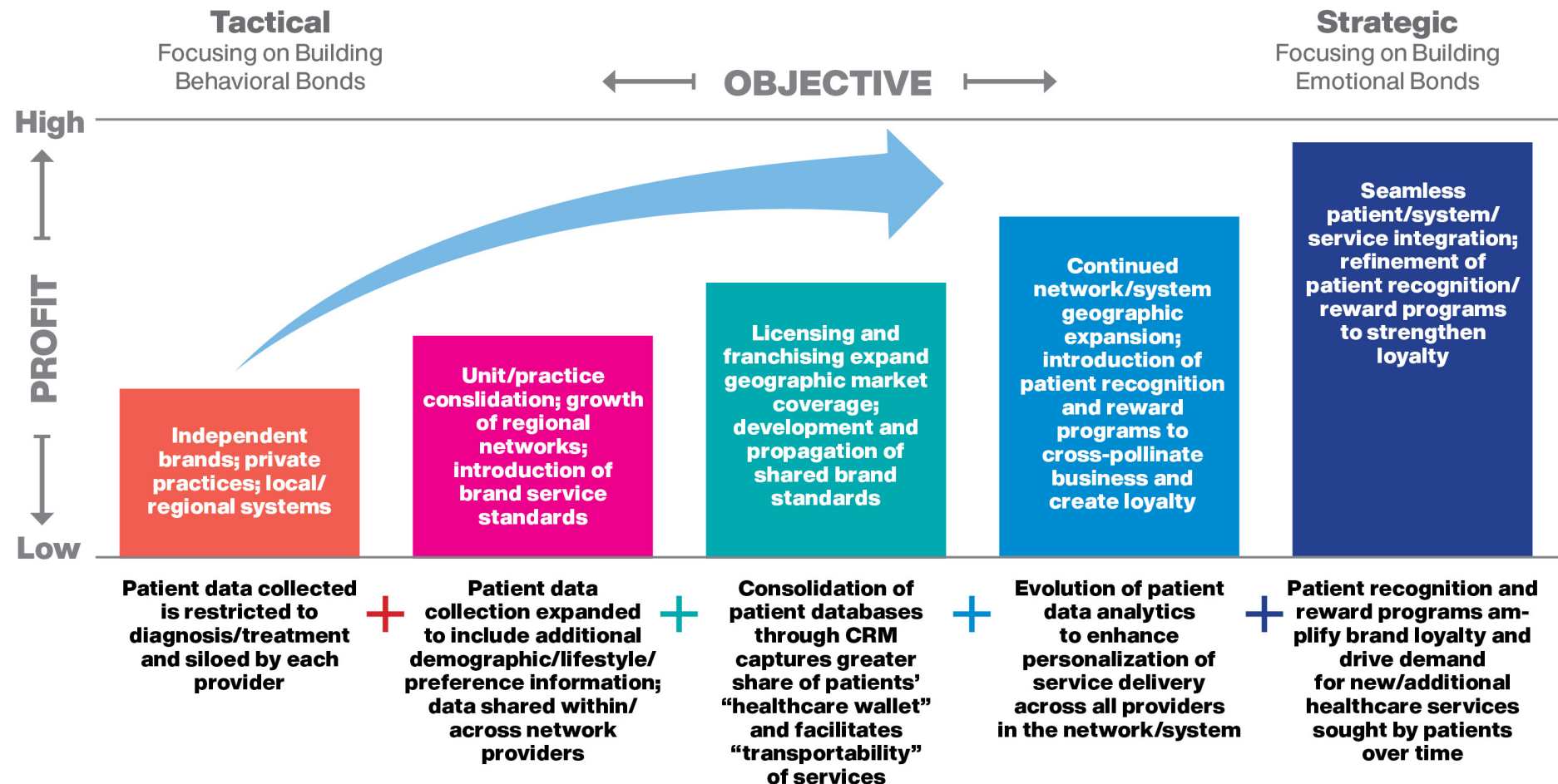
- I can make an appointment/get a reservation when I want one
- The check in process is easy

5) Service assessment and recovery

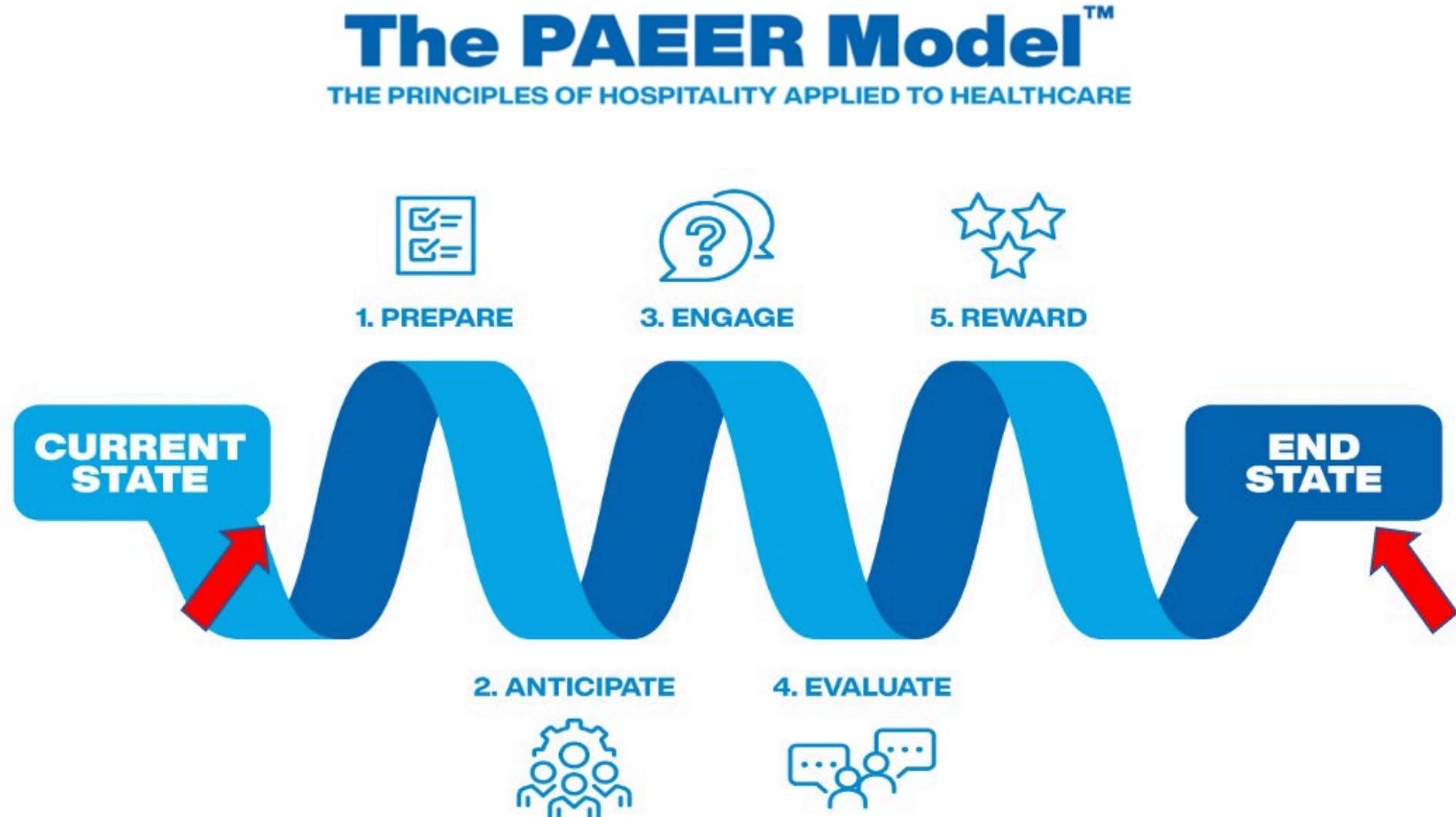
-5.6

- It's easy to resolve disputes I have about the value of the service I received
- The provider tries to make me feel satisfied with the service I received
- The provider resolves any problems I express about my experience quickly
- I express dissatisfaction if I am unhappy with the service I received
- I tell friends and family about experiences with the providers I have/use
- The provider asks for feedback about my experience after I leave

Data Drivers: Following the Hospitality Model



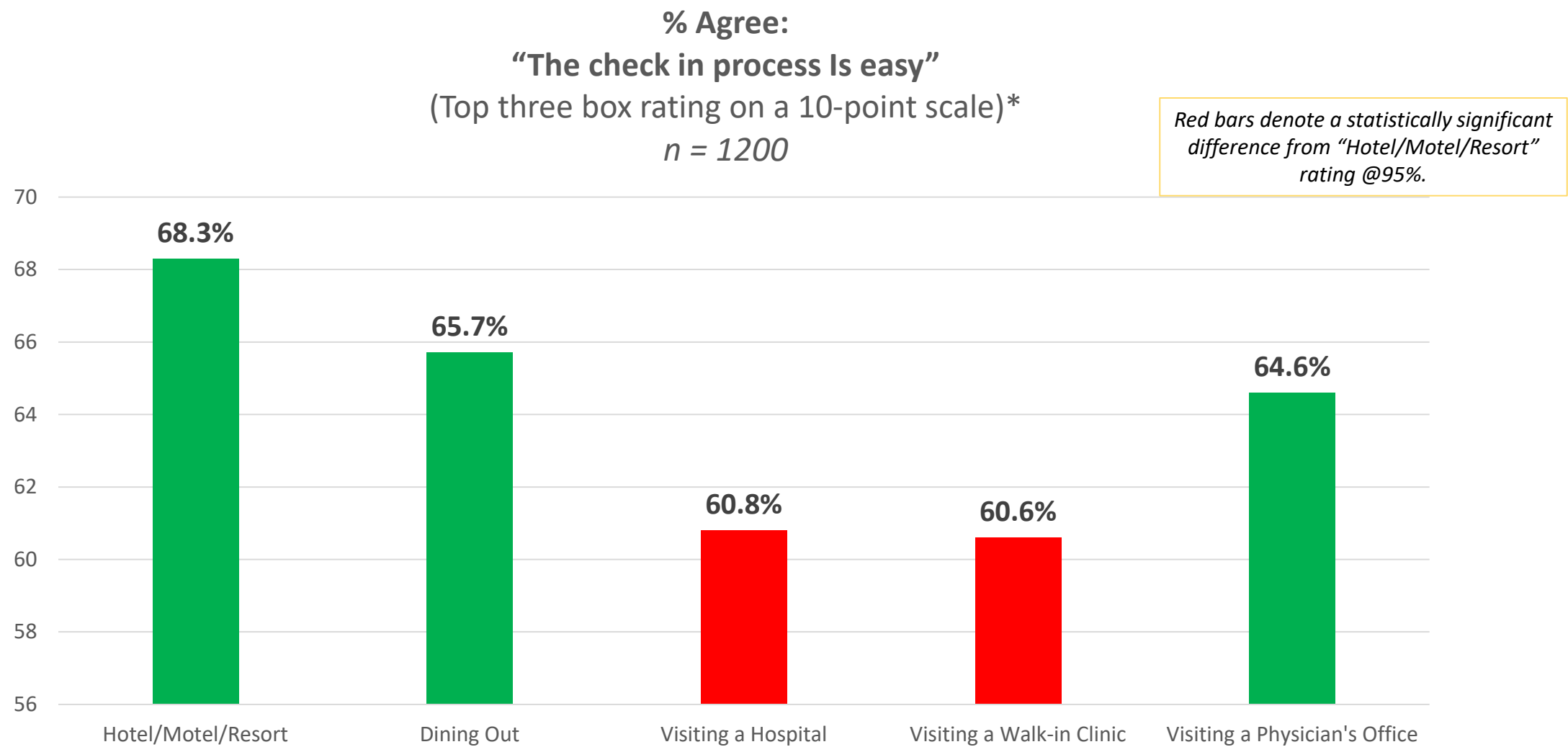
Creating Emotional Bonds



PAEER Model: Prepare

- 1) Identify specific points of engagement through “patient experience mapping”** that reveals where staff and patients interact. For each, have staff develop tactics to introduce each component of the RATER system (Reliability, Assurance, Tangibility, Empathy, and Responsiveness) to remind patients they are receiving quality service.

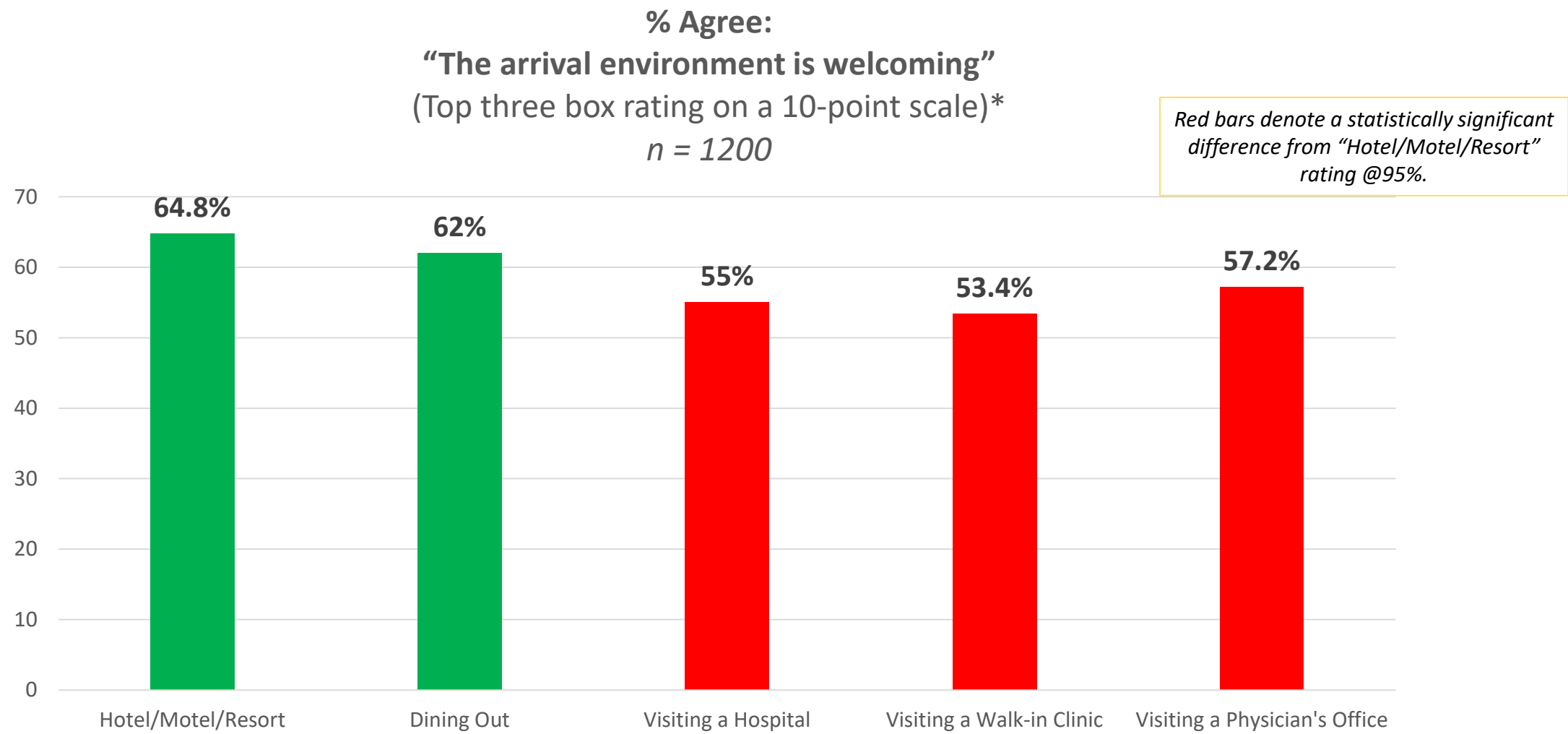
PAEER Model: Prepare



PAEER Model: Anticipate

- 1) Create and maintain a welcoming arrival environment and experience.** The “Servicescape” you maintain at your facilities helps make the patient experience tangible. The physical aspects should reflect thoughtful environmental design, seating, textures, colors, lighting, music, and scent. And staff should be trained to provide a welcoming environment in which teammates are genuinely eager to serve patients.
- 2) Issue a pre-arrival appointment confirmation** that includes “need to know” information and administrative forms that may be completed by patients in advance. This will facilitate the check-in process upon arrival and pre-empt the “*Do they know I am coming and who I am?*” question contemplated by patients, oftentimes with considerable anxiety.

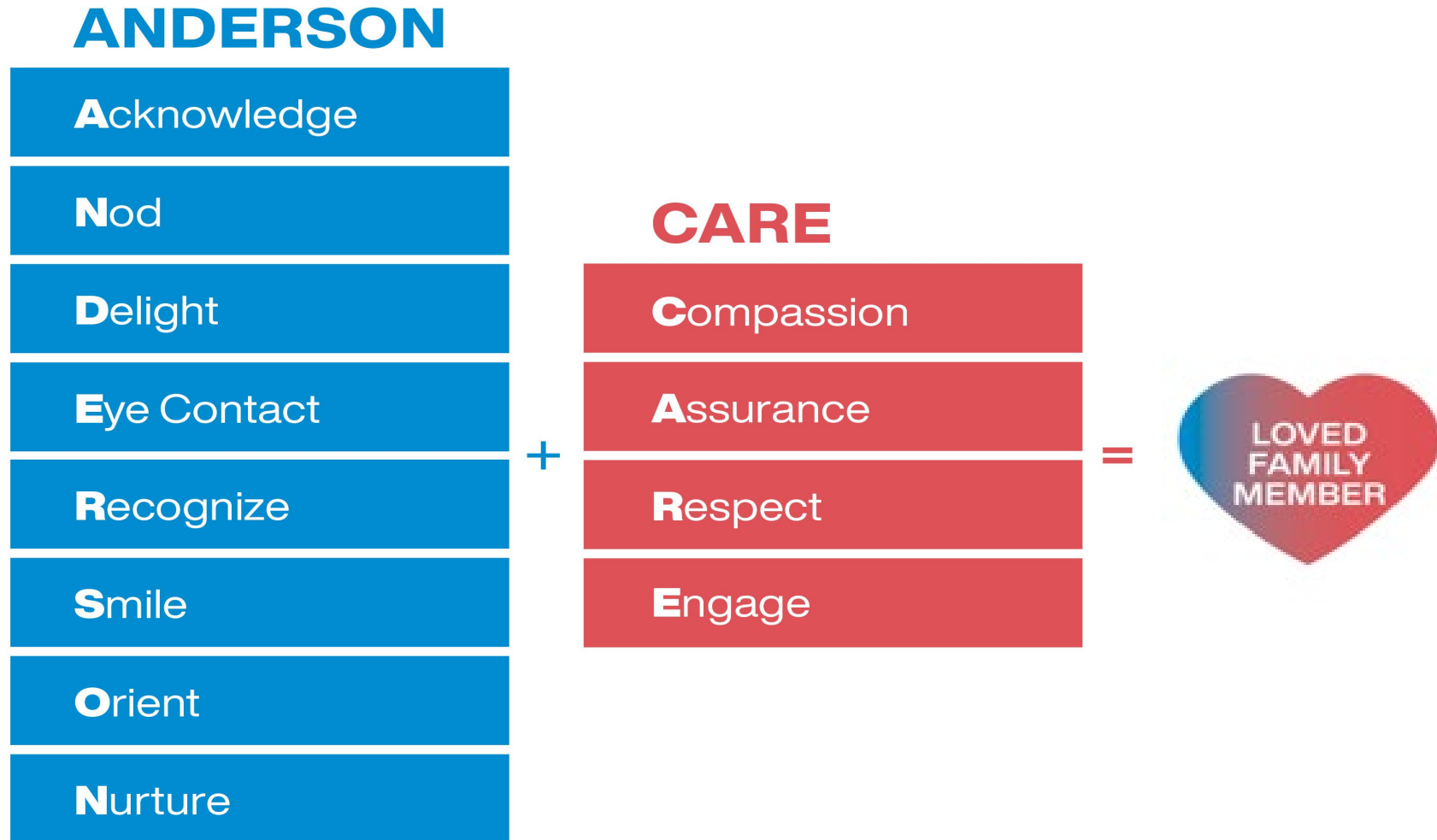
PAEER Model: Anticipate



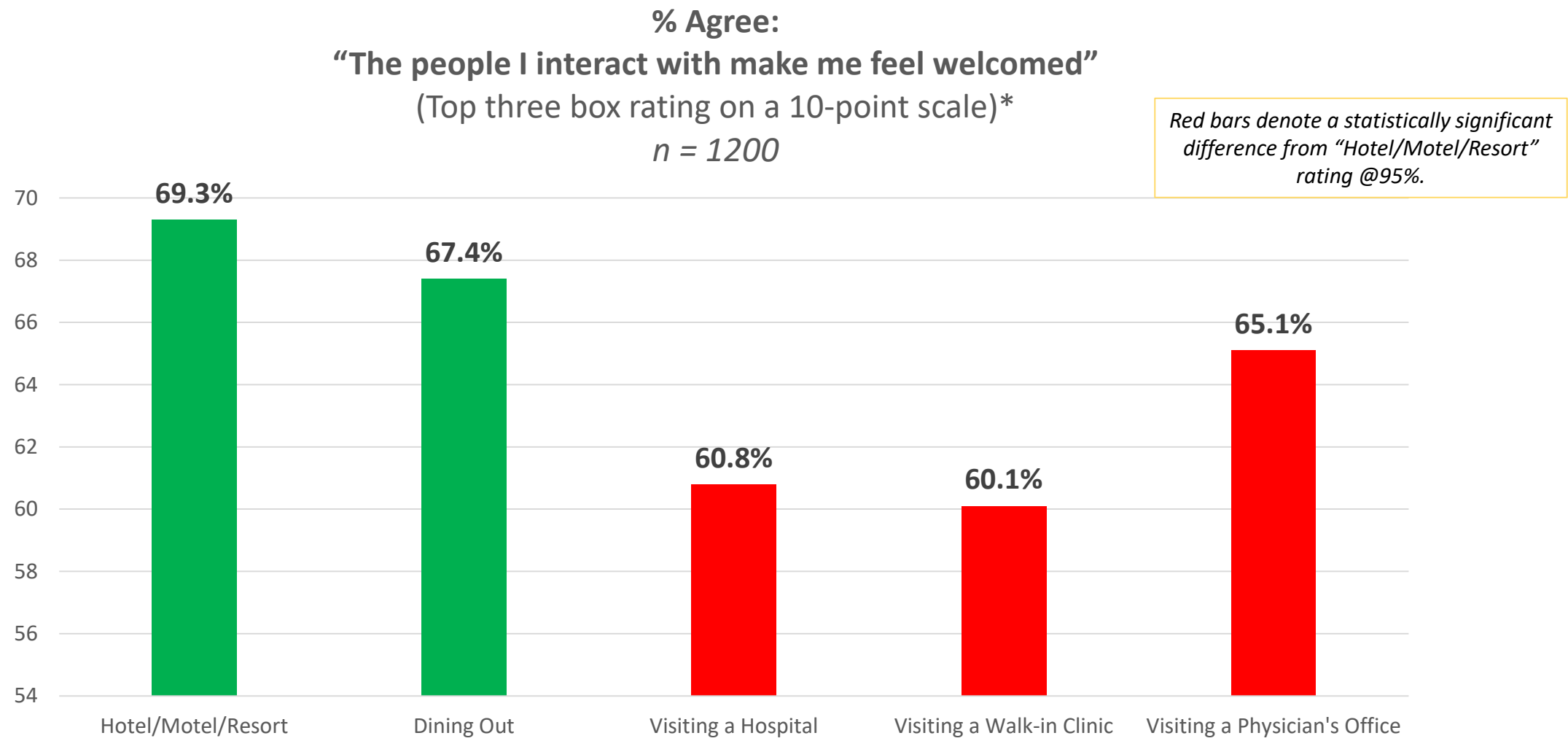
PAEER Model: Engage

- 1) Teach your team members the 14 key words of a service encounter**
developed by celebrated hotelier Edward Mady from The Beverly Hills Hotel: “Remember me, recognize me, anticipate my needs, give me what I want on time.”
- 2) Use the Ritz-Carlton 10’/5’ rule:** “when 10 feet away make eye contact, when 5 feet away say hello.”
- 3) Introduce an acronym that reflects your commitment** to enhancing patient satisfaction that is easy for your staff to recite and remember. Things easily remembered are more likely to be acted upon than those that aren’t.

PAEER Model: Engage



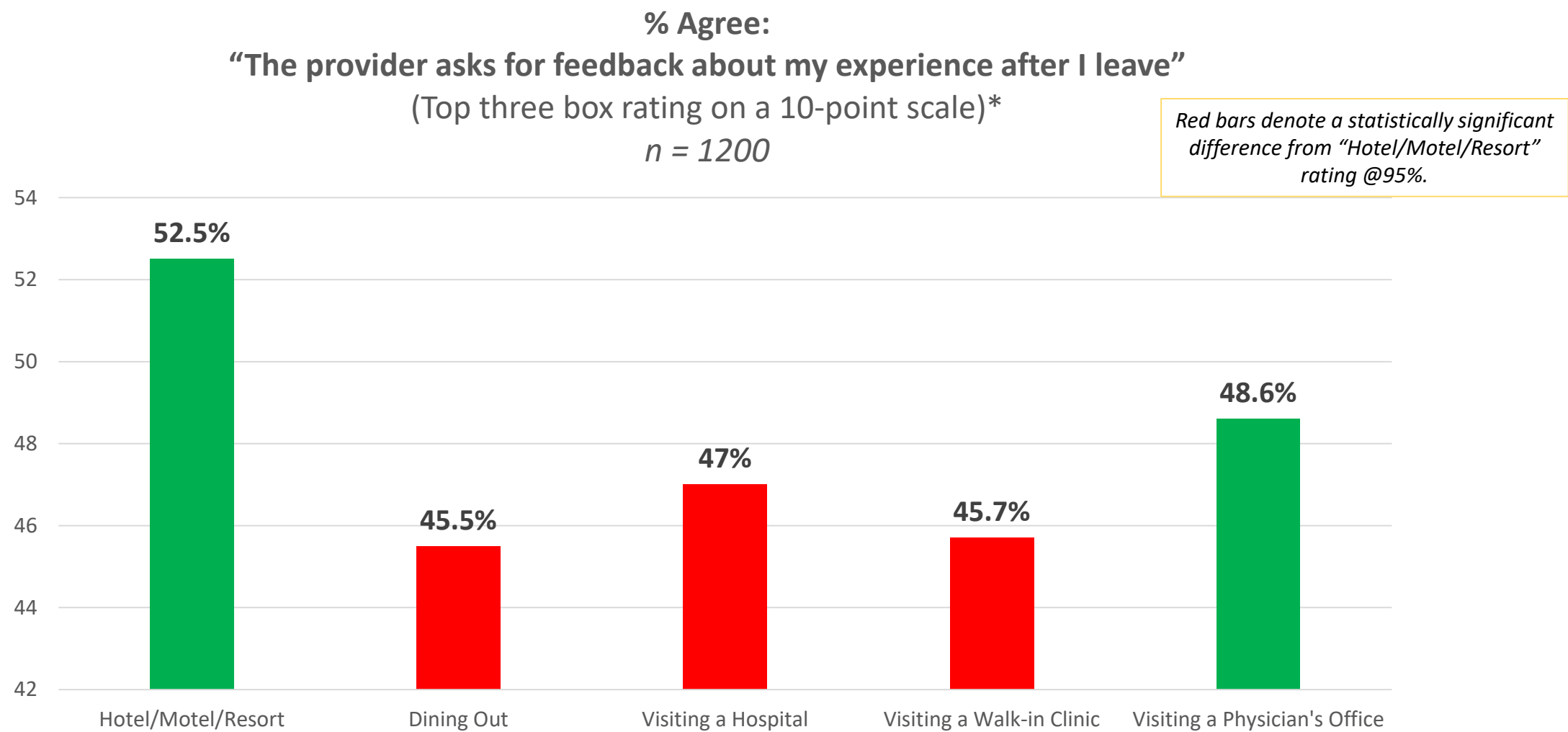
PAEER Model: Engage



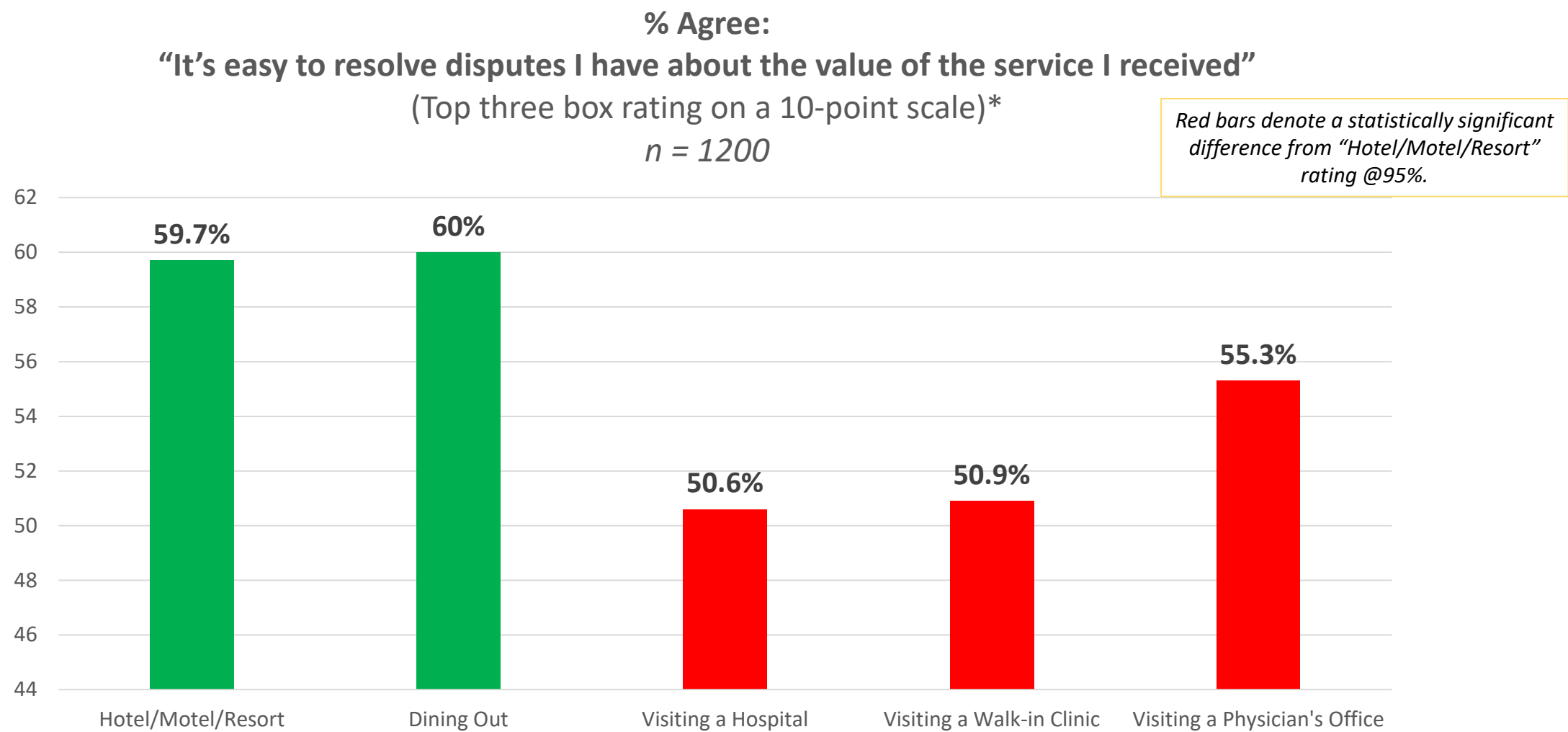
PAEER Model: Evaluate

- 1) Conduct sentiment analysis of postings** about your hospital, clinic, practice, or physicians on social media to determine the polarity (positive or negative) of comments, discover and address service failures, and replicate these analyses in accord with a predetermined cadence (i.e., monthly).
- 2) Distribute feedback forms electronically** (via email or text) for ease of completion with the assurance all responses are treated as confidential. In addition, make sure your file of completed responses is representative of your patient census for each reporting period. For example, if 20% of your weekly patients interact with you and your team on Tuesdays, make sure your sample of respondents reflects a comparable percentage over the course of the week under review.

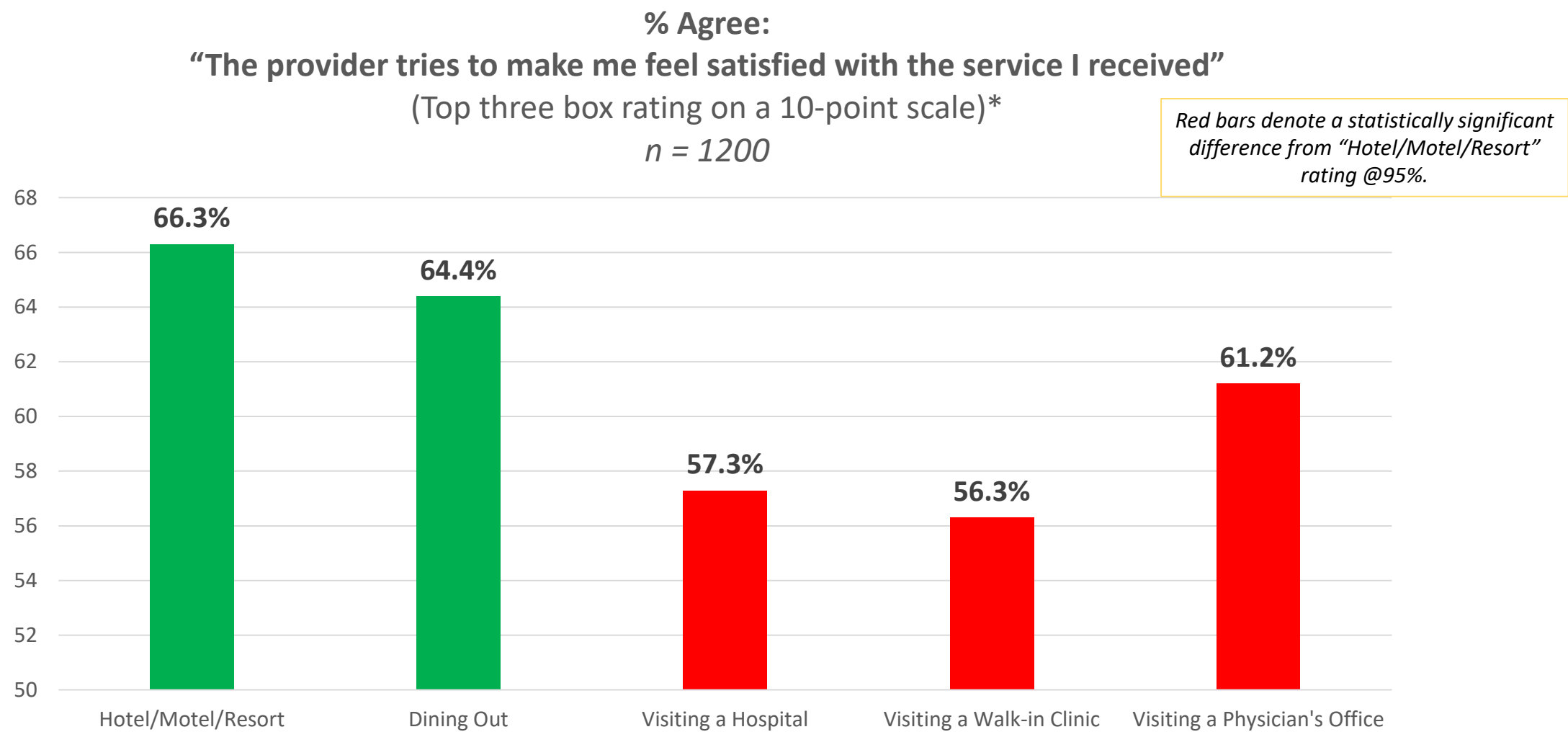
PAEER Model: Evaluate



PAEER Model: Evaluate



PAEER Model: Evaluate



PAEER Model: Reward

- 1) **Invest in a customer relationship management (CRM) program** that builds and updates patient profiles inclusive of personal preference information to enable enhanced recognition for patients on future visits.
- 2) **Ensure patients are personally thanked for their patronage** by all staff with whom they engaged prior to departure, then follow this with an email/text expression of thanks from management within 24 hours.
- 3) **Develop and introduce a hospitality-style reward program** in compliance with regulatory requirements to encourage repeat patronage and build patient loyalty over time.

Next Steps

- Looking for location to test the model
- Would involve:
 - Identify a service line
 - Develop proposal
 - Cost
 - Timeline
 - Deliverables

Questions?

- stowe.shoemaker@unlv.edu
- 702-858-0080

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Education – Complaints and Grievances	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive refresher education from Patty Scott, UMC Quality, Safety and Regulatory Officer, on patient complaints and grievances processes; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update processes surrounding patient complaints and grievances.

Cleared for Agenda
December 13, 2023

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Complaint & Grievance Process

The CMS Hospital Conditions of Participation (CoPs) require that UMC has a process for addressing **issues of dissatisfaction** that are reported to UMC by patients or their representatives.

- UMC's Policy and Procedure is titled:
Patient Complaint, Grievance and Insurance Inquiry Process

Issues of dissatisfaction received by UMC will be identified as:

- Complaints
- Grievances

NOTE:

- Insurance Inquiries are also addressed in the Policy and Procedure. Patients may submit complaints to their insurance carrier regarding care received at UMC. The insurance carrier will contact UMC and request that UMC review the complaint, as well as provide a response outlining findings of the review to the insurance carrier.
- Billing disputes are not considered grievances and are addressed by Patient Accounting.

Complaints:

Issues of dissatisfaction that are **verbally** reported by the patient or their representative while the patient is currently admitted to the Hospital or is a current Primary Care patient.

- Hospital – Admitted Patient (inpatient or outpatient)
- Primary Care – Current Patient (seen within the last year)

NOTE: Any complaint received in writing are handled as grievances.

Hospital – Admitted Patient (inpatient or outpatient)

- Nursing or other members of the healthcare team will follow their chain-of-command to address the complaint if the staff person who is advised of the issue cannot resolve the matter.

Primary Care – Current Patient (seen within the last year)

- Staff will follow their chain-of-command to address the complaint if the staff person who is advised of the issue cannot resolve the matter.

Grievances:

Issues of dissatisfaction received, verbally or in writing, after the patient has been discharged from the Hospital or is no longer a current Primary Care patient; or submitted in writing while the patient is currently admitted to the Hospital or is a current Primary Care patient.

UMC is required to:

- Acknowledge receipt of the grievance within 7-days.
- Maintain a grievance log.
- Provide a written response to the complainant upon completion of the grievance investigation.

The Center for Quality & Patient Safety (CQPS) is responsible for:

- Ensuring that the complaint/grievance resolution process is consistently executed per UMC policy and procedure.
- Maintaining a centralized grievance log.
- Reviewing and investigating the grievance.
- Notifying department leadership of the grievance.
- Preparing the response within the timeframes established by policy.
- Reporting grievances to the Clinical Quality and Professional Affairs Committee of the Governing Board.
- Integrating findings from the complaint/grievance process into the performance improvement and safety process.

Grievance Rate Per 1000 Discharges / Encounters

PATIENT TYPE	Year	Total Discharges/Encounters	Total Grievances Received	Rate Per 1000
Inpatient / OBS	2021	29,886	62	2.07
	2022	29,773	24	0.81
	1Q23-3Q23	22,518	32	1.42
Emergency Department	2021	81,475	52	0.64
	2022	90,413	23	0.25
	1Q23-3Q23	66,136	27	0.41
Quick Care/ Primary Care / Telemedicine	2021	288,759	38	0.13
	2022	334,449	23	0.07
	1Q23-3Q23	254,276	35	0.14
Overall Totals	2021	400,120	152	0.38
	2022	454,635	70	0.15
	1Q23-3Q23	342,930	94	0.27

Discussion / Questions?

Patricia Scott, MSNA, BSN, RN, RHIA, CPHQ, CCDS, CPHRM, CLSSBB
Quality, Patient Safety, & Regulatory Officer

Patricia.Scott@umcsn.com

[702-207-8257](tel:702-207-8257) (Office)

[702-303-3921](tel:702-303-3921) (Cell)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Education – Epic Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from Maria Sexton, UMC Chief Information Officer, regarding Epic User Group project updates; and take any action deemed appropriate. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive regular updates regarding projects involving new Epic projects and system updates.

Cleared for Agenda
December 13, 2023

Agenda Item #

23

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from the Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the December Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from the Governing Board Strategic Planning Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the December 6, 2023 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
December 13, 2023

Agenda Item #

26

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Monthly Financial Report for October FY24 Update	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the monthly financial report for October FY24; and take any action deemed appropriate		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on October FY24 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
December 13, 2023

Agenda Item #

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October 2023 Financials

GB Meeting



KEY INDICATORS



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,546	20,978	(3,432)	(16.36%)	20,116	(2,570)	(12.78%)
Total Admissions	1,898	2,131	(233)	(10.93%)	1,997	(99)	(4.96%)
Observation Cases	922	920	2	0.22%	920	2	0.22%
AADC (Hospital)	538	643	(105)	(16.35%)	621	(83)	(13.42%)
ALOS (Admits)	5.83	6.52	(0.69)	(10.64%)	7.10	(1.27)	(17.89%)
ALOS (Obs)	1.23	1.03	0.20	19.97%	1.03	0.20	19.97%
Hospital CMI	1.86	1.73	0.12	7.51%	1.73	0.13	7.51%
Medicare CMI	2.10	1.82	0.28	15.38%	1.82	-	15.38%
IP Surgery Cases	793	900	(107)	(11.89%)	800	(7)	(0.88%)
OP Surgery Cases	557	436	121	27.80%	383	174	45.43%
Transplants	17	11	6	54.55%	11	6	54.55%
Total ER Visits	9,278	10,124	(846)	(8.36%)	9,844	(566)	(5.75%)
ED to Admission	11.78%	-	-	-	11.01%	0.77%	-
ED to Observation	9.67%	-	-	-	10.66%	(0.99%)	-
ED to Adm/Obs	21.45%	-	-	-	21.67%	(0.22%)	-
Quick Cares	17,398	19,180	(1,782)	(9.29%)	16,971	427	2.52%
Primary Care	6,452	9,063	(2,611)	(28.81%)	6,670	(218)	(3.27%)
UMC Telehealth - QC	547	478	69	14.34%	450	97	21.56%
OP Ortho Clinic	1,744	2,557	(813)	(31.79%)	-	1,744	100.00%
Deliveries	141	134	7	4.97%	133	8	6.02%

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$78,910,449	\$80,596,963	(\$1,686,514)	(2.09%)	●
Net Patient Revenue as a % of Gross	18.59%	17.33%	1.25%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$77,211,021	\$79,517,668	\$2,306,647	2.90%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$1,699,428	\$1,079,295	\$620,132	57.46%	●
Add back: Depr & Amort.	\$3,833,697	\$3,377,624	(\$456,072)	(13.50%)	●
Tot Inc from Ops plus Depr & Amort.	\$5,533,124	\$4,456,920	\$1,076,205	24.15%	●
Operating Margin (w/Depr & Amort.)	7.01%	5.53%	1.48%	-	

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$312,653,303	\$325,970,120	(\$13,316,818)	(4.09%)	●
Net Patient Revenue as a % of Gross	18.88%	17.52%	1.36%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$308,146,882	\$321,652,485	\$13,505,603	4.20%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$4,506,421	\$4,317,636	\$188,785	4.37%	●
Add back: Depr & Amort.	\$15,378,357	\$13,626,634	(\$1,751,724)	(12.86%)	●
Tot Inc from Ops plus Depr & Amort.	\$19,884,778	\$17,944,269	\$1,940,509	10.81%	●
Operating Margin (w/Depr & Amort.)	6.36%	5.50%	0.86%		

SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$31,516,141	\$32,251,916	(\$735,775)	(2.28%)	
Benefits	\$14,491,491	\$15,150,863	(\$659,372)	(4.35%)	
Overtime	\$1,115,173	\$1,009,121	\$106,052	10.51%	
Contract Labor	\$519,936	\$957,385	(\$437,449)	(45.69%)	
TOTAL	\$47,642,742	\$49,369,286	(\$1,726,544)	(3.50%)	

EXPENSES OCT



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,872,183	\$3,065,203	(\$193,019)	(6.30%)	●
Supplies	\$13,164,839	\$14,383,730	(\$1,218,891)	(8.47%)	●
Purchased Services	\$6,837,397	\$6,324,113	\$513,285	8.12%	●
Depreciation	\$2,429,841	\$2,374,349	\$55,492	2.34%	●
Amortization	\$1,403,855	\$1,003,275	\$400,580	39.93%	●
Repairs & Maintenance	\$975,691	\$908,045	\$67,646	7.45%	●
Utilities	\$665,368	\$733,047	(\$67,679)	(9.23%)	●
Other Expenses	\$1,046,061	\$1,099,538	(\$53,477)	(4.86%)	●
Rental	\$173,043	\$257,082	(\$84,039)	(32.69%)	●
Total Other Expenses	\$29,568,279	\$30,148,382	(\$580,103)	(1.92%)	●

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Kirk Kerkorian School of Medicine Dean's Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Review the standing committee assignments for the calendar year 2024.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and accept the standing committee assignments for the calendar year 2024; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

Cleared for Agenda
December 13, 2023

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COMMITTEE ASSIGNMENTS*
For 2024

Audit and Finance

Robyn Caspersen – Chair
Harry Hagerty
Jeff Ellis
Donald Mackay
Mary Lynn Palenik
Chris Haase
Jennifer Wakem (Admin Liaison)

Strategic Planning

Harry Hagerty - Chair
Donald Mackay, MD
Robyn Caspersen
Renee Franklin
Mary Lynn Palenik
Chris Haase
Tony Marinello (Admin Liaison)

**Human Resources and
Executive Compensation**

Jeff Ellis - Chair
Renee Franklin
Laura Lopez-Hobbs
Ricky Russell (Admin Liaison)

**Clinical Quality and Professional
Affairs Committee**

Donald Mackay, MD- Chair
Renee Franklin
Laura Lopez-Hobbs
Jeff Ellis
Steve Weitman (non-voting)
Patricia Scott (Admin Liaison)

*Section 7.2 General Provisions – Appointment

Members of the Committee shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
December 13, 2023

Agenda Item #

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Closed Door Session	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
December 13, 2023

Agenda Item #

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