UMC Governing Board Meeting

Wednesday, April 28, 2021 2:00 pm

Delta Point Emerald Suite

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
April 28, 2021, 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, April 28, 2021, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted in the following locations:

University Medical Center **1800 W. Charleston Blvd.** **Las Vegas, NV** **(Principal Office)**	**CC Government Center** **500 S. Grand Central Pkwy.** **Las Vegas, NV**	**Third Street Building** **309 S. Third St.** **Las Vegas, NV**	**Regional Justice Center** **200 Lewis Ave., 1st Flr.** **Las Vegas, NV**
City of Las Vegas **400 Stewart Ave.** **Las Vegas, NV**	**City of Henderson** **240 Water St.** **Henderson, NV**		

- 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 March 31, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the April 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 27, 2021; and take action as deemed appropriate. *(For possible action)*

5. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on January 27, 2021 and February 24, 2021; and take action as deemed appropriate*. (For possible action)*

6. Receive and accept the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly*. (For possible action)*

7. Approve the Amendment Two to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; and take action as deemed appropriate. *(For possible action)*

8. Approve the Amendment Number Seven to Participating Provider Agreement with SilverSummit Healthplan, Inc.; and take action as deemed appropriate. *(For possible action)*

9. Approve the Precise ID Price Change Amendment with Experian Health, Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

10. Approve the McKesson Connect 340B Contract Pharmacy Load Forms with McKesson Corporation; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

11. Approve the Professional Services Agreement for Pediatric Urology On-Call Coverage with Children's Urology Associates, LLC; authorize the Chief Executive officer to exercise and any extension options; and take action as deemed appropriate*. (For possible action)*

12. Approve the Quotation with Philips Healthcare, a division of Philips North America LLC, for the purchase of Echocardiogram Ultrasound Machines; and take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Board of County Commissioners, also sitting as the Board of Hospital Trustees, the Lease Agreement between Daniel L. Orr, D.D.S., M.S., LTD. and University Medical Center of Southern Nevada for the space at 2040 W. Charleston Blvd., Suite 201; authorize the Chief Executive Officer to execute renewal options; and take action as deemed appropriate. *(For possible action)*

14. Approve and recommend for approval by the Board of County Commissioners, also sitting as the Board of Hospital Trustees, the First Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of University of Nevada Las Vegas (UNLV) for space at 2040 W. Charleston Blvd.; authorize the Chief Executive Officer to exercise extension options; and take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

15. Recognize recipients of the annual UMC Foundation Employee Scholarship award; and take any action deemed appropriate. *(For possible action)*

16. Receive an informational presentation from Judy Faulkner, CEO and Founder of Epic Systems; and take any action deemed appropriate. *(For possible action)*

17. Review and discuss the Governing Board 2021 Action Plan, to include a presentation from Patricia Scott, Quality Patient Safety & Regulatory Officer, regarding Joint Commission preparedness; and take any action deemed appropriate. *(For possible action)*

18. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

19. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

20. Receive the monthly financial report for March FY21; and take any action deemed appropriate. *(For possible action)*

21. Receive the FY 2022 Proposed Final Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. *(For possible action)*

22. Receive an update on the University of Nevada, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

23. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

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
March 31, 2021

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, March 31, 2021
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 2:04 PM by Chairman 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
Robyn Caspersen
Renee Franklin
Laura Lopez-Hobbs
Harry Hagerty (via WebEx)
Christian Haase (via WebEx)
Jeff Ellis (via WebEx)
Mary Lynn Palenik (via WebEx)

Ex-Officio Members:

Present:
Barbara Fraser, Ex-Officio
Dr. Marc Kahn Dean UNLV
Dr. Frederick Lippmann, Chief of Staff

Absent:

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Maria Sexton, Chief Information Officer
Kurt Houser, Chief Human Resource Officer
Dawn Babilonia, UNLV HR Intern
Michael Snee, IT Security
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary
Farmer Boys Staff Members

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Chairman 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 special meeting and the regular meeting of the UMC Governing Board held on February 24, 2021. *(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)*

Chairman O'Reilly requested Consent Item 8 be held out for discussion along with Business Item 11.

Item 10 was modified to reflect the correct donation amount received from Farmer Boys Restaurant.

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the March 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 23, 2021; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Credentialing Activities

ITEM NO. 5 Approve the Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Professional Services Agreement

ITEM NO. 6 Approve the Agreement for COG Cubicle Curtains with Emerald Utah, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Emerald Utah, LLC Service Agreement
- Disclosure of Ownership
- HPG Laundry Linen Sourcing Letter

ITEM NO. 7 Approve the Amendment One to Custom Equipment Purchase Option A Agreement with Sysmex America, Inc. for XN-9100 Hematology Equipment Reagents; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Sysmex America – Amendment One

Consent Item 8 was held to be discussed later during the meeting.

ITEM NO. 9 Approve the Amendment to Agreement for Maintenance, Software/Hardware, Purchase and Services and Quotation with Extreme Networks, Inc. for data network equipment and services; authorize the Chief Executive Officer to sign the Amendment; and take action as deemed appropriate. *(For possible action))*

DOCUMENT(S) SUBMITTED**:**
- Quotation
- Amendment to Agreement
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Franklin that Consent Items 4 – 7 and 9 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 10 Recognize and receive a donation in the amount of $10,124.00 from the local Farmer Boys Restaurants following the company's third annual fundraiser for UMC Children's Hospital; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
Check

DISCUSSION:

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Farmer Boys partnered with UMC Children's Hospital in 2020 for their 3rd Annual Fundraiser for UMC Children's Hospital. The goal has been to support the hospital's mission to save and improve young lives and provide Nevada's highest level of lifesaving care to children in the community.

For the 2020 year, Farmer Boys raised $8,383.87. To date, they have raised nearly $25,000 at all eight locations in the Las Vegas area.

Tony Marinello thanked Farmer Boys for its generous donation and support to the UMC and the Children's Hospital.

FINAL ACTION:
None

ITEM NO. 11 Receive training from Maria Sexton, Chief Information Officer, regarding UMC's Information Technology and Information Security Programs; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
UMC IT Division Briefing

DISCUSSION:

Maria Sexton, Chief Information Officer, provided a general overview of the IT Division and the COVID-19 support that has been given over the past 12 months. She also updated the Board on future projects.

Ms. Sexton conveyed what the IT department manages, which includes EHR services, all facets of the Epic system, training, security operations, project management and general IT support throughout the hospital and ambulatory locations. A high level overview of the environment and service delivery was provided. Statistics were shown of the department's workload.

In addition to providing expansive COVID-19 support in 2020, the department has completed numerous projects and initiatives, such as the Epic Phoenix transplant system, thermal scanners, Philips C-arm TAVR, and physician dictation on mobile devices with Haiku/Canto.

Lastly, she provided a review of the projects that will be implemented over the next 12-months, as well as future endeavors and investments that will benefit the hospital and ancillary locations.

At this time, the Board returned to Consent Item 8 for discussion and approval.

ITEM NO. 8 Approve the Enterprise Service Agreement, Quotation, and Business Associate Agreement with American Well Corporation for a telemedicine technology platform; authorize the Chief Executive Officer to sign the Agreements; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- American Well Enterprise Service Agreement

- Quotation
- Amwell Business Associate Agreement
- Disclosure of Ownership

DISCUSSION:

Mr. Marinello explained that the gateway into the telemedicine system is complex. This agreement will allow improved patient access into the system, which will expedite patient connectivity, reduce wait times, and connect patients directly with a physician or physician assistant.

Chairman O'Reilly asked how long it would take to implement the process described and is used at other facilities. Mr. Marinello stated that it would take approximately 90-days to build the infrastructure. This is an authorized vendor through Epic.

FINAL ACTION:

A motion was made by Member Mackay that Consent Item 8 be approved as presented. Motion carried by unanimous vote.

At this time, the Board returned to Item 11 for further discussion.

Member Mackay asked if each telemedicine event is able to be archived within Epic. Ms. Sexton confirmed that all documentation can be saved within the Epic system.

Member Franklin thanked the IT team for their efforts and complemented them on their ability to evolve as the need arises.

The discussion continued regarding the redesign of the website and the UMC domain name is reserved.

Chairman O'Reilly also asked what is the percentage of accuracy with the physician dictation software. Ms. Sexton stated that there has been positive feedback. Dr. Lippmann added this is a teachable system, a script is provided and the system recognizes various accents. Charting online is available and verbal are no longer permitted. The discussion continued regarding this subject matter.

Lastly, Ms. Sexton addressed the strength of UMC's security network system and plans to make it even more secure in the future.

Chairman O'Reilly would like to have future discussions regarding testing of the security systems.

FINAL ACTION:
None

ITEM NO. 12 Review and discuss the Governing Board 2021 Action Plan, to include a presentation from Dawn Babilonia, UNLV Healthcare Administration Intern,

regarding UMC's Employee Engagement Survey; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
2021 Employee Engagement Survey

DISCUSSION:

Dawn Babilonia, UNLV student interning with UMC's HR Department, provided a brief update regarding the upcoming 2021 Employee Engagement survey which will be released on Monday, April 5th.

UMC has partnered with Press-Ganey, a third party surveying company, to distribute the survey. This will emphasize confidentiality and transparency to hospital staff. National benchmark questions included in the survey will focus on safety, COVID-19, as well as other UMC specific questions. The approximate time of completion is 20 minutes and the survey will run from April 5 – 30, 2021.

The goal is to increase participation to a 50% response rate and to establish the mission to become a premier learning focused environment. Leadership should facilitate time for staff to take the survey and encourage employees to provide open feedback.

The survey has been advertised throughout the hospital. The QR codes and email links will be available for employee convenience and extra laptops will be available to use for employees that do not have computer access.

FINAL ACTION:
None

ITEM NO. 13 Receive 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 held on Wednesday, March 24, 2021 at 2:00pm. There was a quorum in attendance. There was no public comment and the minutes and the agenda were both approved unanimously.

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

The February FY21 month end and year to date financial results were reviewed. February was a good month for UMC. Positive trends are expected through the end of the fiscal year. There was focus on operating and financial indicators,

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revenues, expenses and cash flows, which continue to be strong. Supplies remain significant and greater than budgeted.

Lastly, the Committee reviewed the tentative operating budget for FY22 which will be submitted to the County. The discussion included a comparison to last year's budget and the forecast for this year. Feedback was provided and no action was taken. The final draft is expected to be presented next month.

There were no emerging issues, no public comment, and the meeting adjourned at 3:18 PM.

FINAL ACTION:
None

ITEM NO. 14 Receive the monthly financial report for February FY21; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
February FY 2021 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for February FY21.

Key indicators for February were reviewed. Admissions were down by 16%. The AADC showed an average of 532 for the month. Acuity is high. Hospital CMI was 2.15. Surgery volumes were 7% below prior year. Outpatient surgeries were 12% above prior year.

There were 11 transplants in the month of February. ED to admission conversion rate was 22%, which was 3% above prior year. ER volumes were down.

The unemployment national average is coming down. Although the unemployment rate in Nevada is high, it is trending downward.

Ms. Wakem continued by reviewing the income statement for the month of February. Revenue was over budget by $4 million. Operating expenses were high. Positive income from operations was approximately $400K. Year to date income statement shows a loss of approximately $22 million.

Salaries, wages and benefits for February were discussed. Ms. Wakem focused on overtime and contract labor, adding the effects of the nursing shortage are still being felt. There has been an increase in contract labor and mandatory overtime due to high acuity.

A review of other expenses showed they were significantly over prior year by $3.1 million.

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Finally, COVID testing volumes were reviewed with a total of 57K tests performed in February. Vaccination volumes totaled 15K for the month.

Lastly, Ms. Wakem provided an update on the budget. The final budget will be due to the County on April 22nd. We are requesting a special exception from the County, as the budget will be due to the County before it can be brought back to the Governing Board for approval next month.

FINAL ACTION:
None

ITEM NO. 15 Receive an update on the University of Nevada, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

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

The School of Medicine had its first match. It was very successful; 100% of students matched, 36 students will remain state. The first class will graduate May 7th.

The building progress remains ahead of schedule. Occupancy is anticipated for late summer or early fall of 2022.

A plan to conceptualize an academic health center between the University and Health Science Schools, with UMC as the primary teaching hospital, is being discussed.

Dean Kahn stated he has been here almost one year and wanted to thank the Board and Mr. Van Houweling for working with the school to improve healthcare in the community. He would like to have a strategy meeting to discuss opportunities to work together to improve healthcare for the community.

Member Mackay commented on the number of GME openings in the state and the congressional action needed to offer more availability. Dean Kahn said Nevada ranks 45th in the nation and GME is assigned per capita. A discussion ensued regarding this subject matter.

FINAL ACTION:
None

ITEM NO. 16 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

CEO Update

DISCUSSION:

Tony Marinello, Chief Operating Officer, provided the CEO Update.

Michael Snee, IT Security, was recognized as Employee of the Year for his outstanding display of compassion and care. Mr. Marinello shared a brief review of Michael's story and the reason he was selected. Thank you Michael for your heroism and unselfish actions!

Mr. Marinello continued by informing the Board that Joint Commission are preparations taking place. He also noted that hospital visiting hours have been extended and are now 8 a.m. – 8 p.m.

An update on the status of Assembly Bill 44 was provided. Mr. Van Houweling testified in support of the Bill on March 22nd. More details will be shared in the future.

The first Johnson & Johnson (Janssen) vaccinations were administered on Friday, March 26th. As of March 30th, there have been a total of approximately 46K vaccinations given. Vaccinating inpatients with the Janssen vaccine will begin soon.

Phase II of the Cath lab inspection is complete and anticipating opening in mid-April. The airport UMC Express Care is expected to open in the summer and the UMC Primary Care at Wellness opened on March 18th. He also informed the Board of the clinic refreshes at Nellis and Peccole locations.

CBA Article 14 (COLA) negotiations began on March 19th. Five more negotiation sessions are scheduled.

Lastly, he described NICVIEW, a secure video camera system, which allows parents to use their mobile device to view their infant in the NICU. This service will be available to parents 24 hours a day.

FINAL ACTION:
None

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:
None

FINAL ACTION:
None

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COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for before going into closed session. No such comments were heard.

There being no further business to come before the Board at this time, at the hour of 3:14 PM. Chairman O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason VanHouweling

Recommendation:

Approve the April 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 27, 2021; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund #:	N/A	Fund Name:	N/A
Fund Center:	N/A	Funded PGM/Grant:	N/A
Amount:	N/A		
Description:	N/A		
Additional Comments:	N/A		

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 April 15, 2021 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

- **A.** Revision to the APP Ambulatory Care Delineation of Privileges (DOP)
- **B.** Revisions to the Medicine Delineation of Privileges (DOP) – Pulmonary & Critical Care Medicine
- **C.** Revisions to the Conflict of Interest Policy
- **D.** Revisions to the Physician Assessment and Report

The MEC reviewed and approved these credentialing activities at the April 27, 2021 meeting.

Cleared for Agenda
April 28, 2021

Agenda Item #

4

DATE: **April 27, 2021**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **April 15, 2021 Credentialing Activities (April 28, 2021 Governing Board Meeting)**

I. **New Business**

A. Revision to the APP Ambulatory Care Delineation of Privileges (DOP)

B. Revisions to the Medicine Delineation of Privileges (DOP) – Pulmonary & Critical Care Medicine

C. Revisions to the Conflict of Interest Policy

D. Revisions to the Physician Assessment and Report

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Abramowitz	David	MD	04/15/2021 - 12/31/2022	Surgery / Urology	Las Vegas Urology	Category 1
2	Amesur	Rajiv	DO	04/15/2021 - 03/31/2023	Medicine / Pulmonary Medicine / Respiratory Care	Las Vegas Intensive and Pulmonary Specialists	Category 1
3*	Elsanousy	Hind	MD	04/15/2021 - 06/30/2022	Ambulatory Medicine	UMC Nellis Quick Care	Category 1
4	Kulesha	Denise	MD	04/15/2021 - 07/31/2022	Radiology	Desert Radiologists	Category 1
5	MacDavid	Michelle	MD	04/15/2021 - 10/31/2022	Pediatrics	UNLV Medicine	Category 1
6	Makalinao	Alex	MD	04/15/2021 - 01/31/2023	Medicine / Hematology Oncology	OptumCare Cancer Care	Category 1
7	Salamat	Arsalan	MD	04/15/2021 - 09/30/2022	Surgery / General Surgery	OptumCare Cancer Care	Category 1
8	Yousufzai	Osman	MD	04/15/2021 - 11/30/2022	Pediatrics	UNLV Medicine	Category 1

B. REAPPOINTMENTS TO STAFF

1	Akbarullah	Syed		MD	06/01/2021 - 05/31/2023	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Pulmonary Associates
2	Alhaidari	Haider		MD	06/01/2021 - 05/31/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care

3	Arcega	Ramir	S	DO	06/01/2021 - 05/31/2023	Pathology	Affiliate Membership and Privileges	Laboratory Medicine Consultants
4	Arita	Adam		MD	06/01/2021 - 05/31/2023	Anesthesiology	Affiliate Membership and Privileges	OptumCare Anesthesia
5	Asambadze	Ekaterine		MD	06/01/2021 - 05/31/2023	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians
6	Barnum	Michael	D	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	Envision DMS
7	Baydoun	Jamie	E	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
8	Bodily	Kory	R	MD	06/01/2021 - 05/31/2023	Anesthesiology	Affiliate on Leave of Absence	Mike O'Callaghan Military Medical Center
9	Botla	Venugopal		MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
10	Chu	William		MD	06/01/2021 - 05/31/2023	Medicine/Cardiology	Affiliate Membership and Privileges	HealthCare Partners Medical Group
11	Farhangnejad	Farzin		MD	06/01/2021 - 05/31/2023	Medicine/Physical Medicine/Rehabilitation	Affiliate Membership and Privileges	Farzin Farhangnejad MD PC
12	Fildes	John	J	MD	06/01/2021 - 05/31/2023	Surgery/General Surgery & Trauma Surgery & Trauma Critical Care	Active Membership and Privileges	UNLV Surgery
13	Galindo	Alvaro		MD	06/01/2021 - 05/31/2023	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
14	Guillermo	Glen		MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
15	Haber	Jordana	J	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine

16	Hughes	Beverly	J	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
17	Jain	Gaurav		MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
18	Javier	Solomon	N	MD	06/01/2021 - 05/31/2023	Ambulatory Care & Family Medicine	Affiliate Membership and Privileges	UMC-Nellis Quick Care
19	Kantor	Samuel	A	MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kantor Nephrology Consultants
20	Keshava-Prasad	Holavanahalli		MD	06/01/2021 - 05/31/2023	Medicine/Hematology/ Oncology	Active Membership and Privileges	Comprehensive Cancer Centers of Nevada
21	Kothari	Priya	N	MD	06/01/2021 - 05/31/2023	Ambulatory Care	Active Membership and Privileges	UMC-Peccole Ranch Quick Care
22	Kubiak	Erik	N	MD	06/01/2021 - 05/31/2023	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Active Membership and Privileges	OptumCare Orthopaedics and Spine Care
23	Lee	Frank	F	DO	06/01/2021 - 05/31/2023	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Physicians
24	Lee	John	J	MD	06/01/2021 - 05/31/2023	Medicine/Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center
25	Li	Charles	C	MD	06/01/2021 - 05/31/2023	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
26	Majeed	Mir		MD	06/01/2021 - 05/31/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
27	Miles	Melissa	M	MD	06/01/2021 - 05/31/2023	Surgery/General Surgery	Affiliate Membership and Privileges	Women's Cancer Center
28	Nagy	Aurangzeb	N	MD	06/01/2021 - 05/31/2023	Neurosurgery	Active Membership and Privileges	Nevada Brain and Spine Care
29	Nguyen-Le	Trang	Q	DO	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC

30	Pascoe	Joshua		DO	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
31	Ranai	Ramchand	B	MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
32	Roberts	Donald	L	MD	06/01/2021 - 05/31/2023	Obstetrics and Gynecology	Affiliate Membership and Privileges	Desert Perinatal Associates
33	Rothman	Abraham		MD	06/01/2021 - 05/31/2023	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
34	Samant	Ameya		MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
35	Shah	Ami	P	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Pediatric Emergency Medicine	Active Membership and Privileges	Sound Physicians-Pediatric Emergency Medicine
36	Shuja	Amir		MD	06/01/2021 - 05/31/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
37	Yakaitis	Basia		MD	06/01/2021 - 05/31/2023	Obstetrics and Gynecology	Active Membership and Privileges	Annette F. Mayes, MD, PC

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Botla	Venugopal		MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada	New Privilege: Telemedicine
2	Fildes	John	J	MD	06/01/2021 - 05/31/2023	Surgery/General Surgery & Trauma Surgery & Trauma Critical Care	Active Membership and Privileges	UNLV Surgery	Withdraw Privilege: Trauma Surgery New Privilege: Telemedicine

3	Hughes	Beverly	J	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine	Withdraw Privilege: Diagnostic Perinatal Lavage New Privilege: Miscellaneous Perimortem C-Section
4	Jain	Gaurav		MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada	New Privilege: Telemedicine
5	Javier	Solomon	N	MD	06/01/2021 - 05/31/2023	Ambulatory Care & Family Medicine	Affiliate Membership and Privileges	UMC-Nellis Quick Care	New Privileges: Anesthesia, Incision/drainage of superficial abscess, Excision of ingrown toenail, Ophthalmology, Suture of simple laceration
6	Lee	John	J	MD	06/01/2021 - 05/31/2023	Medicine/Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center	Withdraw Privilege: Moderate Sedation - Due to no cases
7	Ranai	Ramchand	B	MD	06/01/2021 - 05/31/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada	New Privilege: Telemedicine
8	Shah	Ami	P	MD	06/01/2021 - 05/31/2023	Emergency Medicine/Pediatric Emergency Medicine	Active Membership and Privileges	Sound Physicians-Pediatric Emergency Medicine	New Privileges: OBGYN & (emergent) Deep Sedation

D. EXTENSION OF INITIAL FPPE

1	Hime	Glenn	J	MD	Anesthesiology	Extend Initial FPPE through October 20, 2021 due to unable to provide cases
2	O'Connell	Brian		MD	Surgery/General Surgery & Trauma Surgery & Trauma Critical Care	Extend Initial FPPE through October 20, 2021 due to unable to provide cases
3	Truc	Clarice		MD	Medicine/Internal Medicine	Extend Initial FPPE through October 20, 2021 due to unable to provide cases

E. EXTENSION OF FPPE

1	Aquino	Jose	T	MD	Medicine/Cardiology	Extend FPPE for LVAD until October 20, 2021
2	Feikes	Quynh	N	MD	Surgery/Cardiovascular /Thoracic Surgery	Extend FPPE for TAVR (Trans catheter Aortic Valve replacement) until October 20, 2021
3	Umakanthan	Branavan		DO	Medicine/Cardiology	Extend FPPT for TAVR (Trans catheter Aortic Valve replacement) until October 20, 2021

F. CHANGE IN STAFF STATUS/COMPLETION OF INITIAL FPPE

1	Albayrak	Samet		MD	Obstetrics and Gynecology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
2	Al-Khazaali	Marwah		MD	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
3	Armuth	Spencer	D	DMD	Surgery/Oral Maxillofacial Surgery	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
4	Auerbach	Samuel		MD	Ambulatory Care	From Affiliate with Membership and Privileges to Active with Membership and Privileges
5	Campbell	Jonathon		MD	Family Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
6	Ching	Harry		MD	Surgery/Otolaryngology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
7	Douglas	Geoffrey		MD	Surgery/General Surgery	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
8	Isaacs	William	B	MD	Anesthesiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

9	Mendoza	Charles		MD	Anesthesiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
10	Mubder	Mohamad		MD	Medicine/Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
11	Parekh	Parag		DO	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
12	Sanghera	Prateek		MD	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
13	Trentini	John		MD	Emergency Medicine/Adult Emergency Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
14	Weltman	James		DO	Medicine/Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

G. REQUEST FOR MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Johnson	Craig	B	DO	Anesthesiology	New Privilege: Trauma Anesthesia
2	Mavroidis	Demetrios	K	MD	Surgery/Cardiovascular/Thoracic Surgery	New Privilege: TAVR
3	Romero	Arthur		MD	Medicine/Pulmonary Medicine/Respiratory Care	New Privilege: Endobronchial Valves

H. COMPLETION OF FPPE MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Farrow	Simon	MD	Medicine/Neurology	New Privilege: Telemedicine
2	Martin	Kate	MD	Family Medicine	New Privilege: Ambulatory Medicine (outpatient only)
3	Shah	Rita	MD	Pediatrics	New privilege: Telemedicine
14	Wang	Fu	MD	Anesthesiology	New Privilege: Trauma

I. LOW VOLUME PROVIDERS

1	Adrian	Charlene		DO	Medicine/Internal Medicine
2	Ahmad	Tanvir		MD	Medicine/Cardiology
3	Alexander	John		DO	Pediatrics
4	Asante	Kristi	A	MD	Medicine/Internal Medicine
5	Aspacio	Reuel	A	MD	Medicine/Dermatology
6	Bodily	Kory		MD	Anesthesiology
7	Boldur	Adin		MD	Medicine/Nephrology
8	Brewer	Daniel		MD	Anesthesiology
9	Calica	Nicholas	G	MD	Medicine/Internal Medicine
10	Campbell	Jonathon		MD	Family Medicine
11	Chu	William		MD	Medicine/Cardiology
12	Co	Edward		DO	Medicine/Internal Medicine
13	Cogar	Allison		MD	Anesthesiology
14	Douds	Gregory		MD	Neurosurgery
15	Edwards	Johnathan		MD	Anesthesiology
16	El-Sabawi	Rashad		MD	Anesthesiology
17	Farhangnejad	Farzin		MD	Radiology
18	Farrow	Simon		MD	Medicine/Neurology
19	Fildes	John		MD	Surgery/General Surgery
20	Gandotra	Vishal		MD	Medicine/Gastroenterology
21	Hanna	Sylvester		DO	Family Medicine
22	Hanson	Chad		MD	Orthopaedic Surgery/Orthopaedic Surgery
23	Hime	Glenn		MD	Anesthesiology
24	Hwang	Andrew		MD	Surgery/Urology
25	Jefic	Dane		MD	Medicine/Cardiology
26	Juhasz	Jon		MD	Emergency Medicine/Adult Emergency Medicine
27	Karanth	Nikhil		MD	Medicine/Gastroenterology
28	Kas-Osoka	Oriaku		MD	Pediatrics
29	Keeler	Sean		MD	Obstetrics and Gynecology
30	Keohane	Andrea		MD	Anesthesiology
31	Koseiglu	Selim		MD	Surgery/Ophthalmology
32	Kumar	Shivesh		MD	Family Medicine
33	Lee	John		MD	Medicine/Cardiology
34	Levisman	Jeffrey		MD	Medicine/Cardiology
35	Lewis	Jeffrey		MD	Surgery/General Surgery
36	Lewis	Aaron	D	MD	Medicine/Gastroenterology
37	Li	Charles		MD	Anesthesiology
38	Madi	Wassim		MD	Anesthesiology
39	Majeed	Mir		MD	Medicine/Internal Medicine

40	Miles	Melissaa		MD	Surgery/General Surgery
41	Nagy	Aurangzeb		MD	Neurosurgery
42	Nguyen	Minh	H	MD	Medicine/Physical Medicine/Rehabilitation
43	O'Connell	Brian		MD	Surgery / General Surgery
44	Panwar	Sadik	R	MD	Medicine/Cardiology
45	Pasimio	Edward	R	MD	Medicine/Physical Medicine/Rehabilitation
46	Periyasamy	Basker		MD	Medicine/Nephrology
47	Planinic	Peter		MD	Obstetrics and Gynecology
48	Raroque	Jennifer	C	MD	Medicine/Internal Medicine
49	Rhodes	Charles		MD	Medicine/Cardiology
50	Roberts	Donald		MD	Obstetrics and Gynecology
51	Robison	Douglas		MD	Anesthesiology
52	Rothman	Abraham		MD	Pediatrics
53	Rubio	Jesus		MD	Anesthesiology
54	Ryan	Heidi		MD	Surgery / General Surgery
55	Sabir	Muhammad	S	MD	Medicine/Internal Medicine
56	Sankaran	Sundar		MD	Medicine/Nephrology
57	Savran	Stephen	V	MD	Medicine/Cardiology
58	Sepulveda	Andres		MD	Anesthesiology
59	Shuja	Amir		MD	Medicine/Internal Medicine
60	Stewart	William		MD	Orthopaedic Surgery / Orthopaedic Surgery
61	Thompkins	Terin		MD	Anesthesiology
62	Truc	Clarice		MD	Medicine/Internal Medicine
63	Wasserman	Richard		MD	Obstetrics and Gynecology
64	Yang	Zongqi		MD	Medicine/Internal Medicine
65	Zaidi	Syed		MD	Medicine/Cardiology

J. REQUEST FOR RESIGNATION

1	Banares	Katherine		MD	Medicine/Internal Medicine	Change in practice needs
2	Co	Edward		DO	Medicine/Internal Medicine	Change in practice needs
3	Edwards	Johnathan	J	MD	Anesthesiology	Change in practice needs
4	Harouni	Rama		MD	Ambulatory Care	No reason provided
5	Hwang	Andrew		MD	Surgery/Urology	Does not use facility

6	Juhasz	Jon		MD	Emergency Medicine/Adult Emergency Medicine	Change in Practice needs
7	Levisman	Jeffrey		MD	Medicine/Cardiology	Change in practice needs
8	Peterson	Aseem	V	DO	Medicine/Internal Medicine	Change in practice needs
9	Ryan	Heidi	A	MD	Surgery/General Surgery	Ending practice of medicine
10	Sorrentino	Susanna		MD	Pediatrics	Feels that UMC is unethical

K. REMOVAL FROM STAFF

1	Kumar	Shivesh	MD	Family Medicine	Failure to Complete Initial FPPE

L. ADVANCED PRACTICE PROFESSIONAL INITIAL

1	Almachar	Emil		APRN	04/15/2021 - 12/31/2022	Medicine/Internal Medicine	Platinum Hospitalists	Mir Majeed, MD	Category 1
2	Fule	Gian		CRNA	04/15/2021 - 05/31/2022	Anesthesiology	Valley Anesthesiology Consultants	Garland Cowan, MD	Category 1
3	Hone	Allison		APRN	04/15/2021 - 07/31/2022	Medicine/Hematology /Oncology	Integrative Cancer Care of Nevada	Behrooz Shamloo, MD	Category 1
4	Hugg	Nathan	L	APRN	04/15/2021 - 05/31/2022	Medicine/Nephrology	Kidney Specialist of Southern Nevada	Bindhu Khanna, MD	Category 1
5	Isaak Tsegai	Semhar		APRN	04/15/2021 - 08/31/2022	Medicine/Hematology /Oncology	Integrative Cancer Care of Nevada	Bhrooz Shamloo, MD	Category 1
6	Manning	Angela		APRN	04/15/2021 - 01/31/2023	Medicine/Pulmonary Medicine/Respiratory Care	Mike O'Callaghan Military Medical Center	Matthew Fain, DO	Category 1
7	Starley	Nicholus		CRNA	04/15/2021 - 09/30/2022	Anesthesiology	Valley Anesthesiology Consultants	Garland Cowan, MD	Category 1

M. ADVANCED PRACTICE PROFESSIONAL REAPPOINTMENT

1	Brown	Emily	S	APRN	06/01/2021 - 05/31/2022	Family Medicine	UMC-Professional Practice Services	APP Independent

2	Callier	Veronica	C	PAC	06/01/2021 - 08/31/2022	Surgery/General Surgery	Desert West Surgery	Lee Reese, MD
3	Chang	Valerie	L	PAC	06/01/2021 - 07/31/2022	Medicine/Nephrology	Kidney Specialist of Southern Nevada	Shadi Nijim, MD
4	Cross	Jason	S	APRN	06/01/2021 - 05/31/2022	Medicine/Pulmonary Medicine/Respiratory Care	Mike O'Callaghan Military Medical Center	APP on Leave of Absence
5	Grado	Lauren		CRNA	06/01/2021 - 12/31/2022	Anesthesiology	Red Rock Anesthesia Consultants	Andres Sepulveda, MD
6	Lee	Audie		PAC	06/01/2021 - 07/31/2022	Surgery/Cardiovascular /Thoracic Surgery	Cardiovascular Surgery of So Nevada	Demitrios Mavroidis, MD
7	McRae	Micah		CRNA	06/01/2021 - 07/31/2022	Anesthesiology	OptumCare Anesthesia	Barry Ewell, DO
8	Salvador	Mark		APRN	06/01/2021 - 06/30/2022	Medicine/Internal Medicine	Platinum Hospitalists	APP Independent

N. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES

1	Quigley	John	PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Withdraw Privilege: Pediatric Emergency Medicine	Christian Young, MD & Jay Fisher, MD

O. ADVANCED PRACTICE PROFESSIONAL CHANGE IN STATUS

1	Palafox	Deseree	APRN	Ambulatory Care	UMC-Enterprise Quick Care	APP Initial FPPE to APP Independent Membership & Privileges

P. ADVANCED PRACTICE PROFESSIONAL LOW VOLUME

1	Bonina	Nerissa	APRN	Medicine/Nephrology	Kidney Specialist of Southern Nevada
2	Charles	Paul	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center
3	Grado	Lauren	CRNA	Anesthesiology	Red Rock Anesthesia Consultants
4	Ha	Edward	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center

5	Hansen	Melissa	APRN	Medicine/Nephrology	Kidney Specialist of Southern Nevada
6	Jacob	Jasmine	APRN	Medicine/Internal Medicine	Night Call, Inc.
7	Lee	Audie	PAC	Surgery/Cardiovascular/Thoracic Surgery	Cardiovascular Surgery of So Nevada
8	Mata	Tanya	APRN	Medicine/Cardiology	HealthCare Partners Medical Group
9	Schafer	Leigha	APRN	Medicine/Nephrology	Kidney Specialist of Southern Nevada
10	Schmitt	Laura	PAC	Surgery/General Surgery	Desert West Surgery

Q. ADVANCED PRACTICE PROFESSIONAL RELEASE FROM FPPE FOR NEW PRIVILEGE(S)

1	Fox	Christopher	M	PAC	Radiology	Desert Radiologists	Needle biopsies and angiography; central line placement; thoracentesis; insertion/removal of permacaths; bone marrow biopsy; myelography; c-arm with fluoroscopy	Elan Bomsztyk, MD

R. ADVANCED PRACTICE PROFESSIONAL RESIGNATION

1	Markman Williamson	Brittany	A	PAC	Medicine/Cardiology	HealthCare Partners Medical Group	Effective 03/25/2021 - No longer need privileges at UMC

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	APP Committee / Christina Miller
SUBJECT:	APP Delineation of Privileges (DOP) / Ambulatory Care Department
DATE:	April 27, 2021

The Ambulatory Care Department and the APP Committee is recommending removing the following privileges from the APP/Ambulatory Care Delineation of Privileges (DOP):

- Excision of ingrown toenail
- Skin biopsy
- Aspiration of breast cyst
- Enuclation of Thrombosed External hemorrhoidectomy
- Incision/drainage of Bartholin Cyst
- Management of eyelid lesions, minor and non-surgical

ADVANCED PRACTICE PROFESSIONAL
AMBULATORY CARE

This list is a sampling of procedures included in the core. This is not intended to be an all-encompassing list but rather reflective of the categories of procedures considered to be privileges based on knowledge for practitioner entering this specialty.

Advanced Practice Professional Ambulatory Care	Special Criteria	Requested	Granted	Conditions
Adolescent (18 and over) and Adult Health				
Anesthesia: Local and Topical				
Minor Surgery: Excision of Superficial skin lesions or cysts				
Incision/drainage of superficial abscesses				
Suture of simple lacerations				
~~Excision of ingrown toenail~~				
~~Skin biopsy~~				
~~Aspiration of breast cyst~~				
~~Enucleation of Thrombosed External hemorrhoidectomy~~				
~~Incision/drainage of Bartholin Cyst~~				
Urethral catheterization				
~~Management of eyelid lesions, minor and non-surgical~~				
Telemedicine	See Criteria			

CRITERIA FOR TELEMEDICINE PRIVILEGES:
The Following criteria must be met for an applicant to be granted Telemedicine privileges:

- APRN or PAC
- Advanced Practice Professionals with supervising/collaborating physicians, all privileges requested must be within the scope and privileges of their supervising/collaborating physician.
- The Practitioner must have current privileges in his/her Department.
- The Department Chief will be included in deciding which modalities of telemedicine will be utilized including asynchronous (ex: eVisits, eConsults, study interpretations, home monitoring, etc.) and two-way live interactive video.

Reappointment: Must continue to meet all initial criteria listed above.

UNIVERSITY MEDICAL CENTER

MEMORANDUM

DEPARTMENT

TO: Governing Board

FROM: Chowdhury Ahsan, MD, Chief of Medicine

SUBJECT: Pulmonary & Critical Care Medicine New Privilege — Endobronchial Valves

DATE: April 27, 2021

In response to recommendations from the Medicine Department/Pulmonary & Critical Care recommends the changes to the Medicine DOP.

New Privilege added to Pulmonary & Critical Care Medicine Specials

CRITERIA FOR ENDOBRONCHIAL VALVES:

The following criteria must be met:

- Completion of an AABIP accredited Interventional Pulmonary Fellowship **OR**
- Pulmonary Medicine Fellowship **AND**
- Must meet the criteria for Tube Thoracostomy **AND**
- Documentation of previous experience by providing a minimum of 5 supervised procedures in the previous 12 months **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF MEDICINE
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

☐ **Initial Application**
☐ **Reappointment**
☐ **Additional Privilege**

The establishment of privileges and procedures in the Department of Medicine shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Medicine have privileges to admit, care for and consult on patients hospitalized with general internal medicine problems and those conditions generally associated with the specialty areas within the Department.

CORE PRIVILEGES IN MEDICINE

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must meet the following minimum criteria:

Basic Education: M.D. or D.O.

Minimum Formal Training: Documentation of Internal Medicine Board Certification by the American Board of Internal Medicine, or the American Osteopathic Board of Internal Medicine; in the applicable subspecialty or Successful completion of an Internal Medicine training program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or its equivalent (the Royal College of Physicians and Surgeons of Canada).

Documentation of Certification by the American Board of Psychiatry and Neurology, or the American Osteopathic Board of Neurology and Psychiatry; or Successful completion of a Neurology or Psychiatry training program accredited by the Accreditation Council for Graduate Medical Education (ACGME).

Documentation of Certification by the American Board of Physical Medicine and Rehabilitation, or the American Osteopathic Board of Rehabilitation Medicine; or Successful completion of a Physical Medicine and Rehabilitation training program accredited by the Accreditation Council for Graduate Medical Education (ACGME).

Experience: Physician must be able to demonstrate that he or she has performed 24 procedures, treatments, or therapy from another Joint Commission accredited facility for privileges requested in the past 24 months to be able to assess his or her clinical competence.

Cardiovascular Disease:

Completion of Cardiology Fellowship training program by the U.S. or Canadian graduate medical education accredited by the Accreditation Council for Graduate Medical Education (ACGME) **AND** letter from Fellowship Program Director. **AND**

Must be able to demonstrate that he or she has successfully completed an accredited clinical fellowship within the past 12 months with a supporting letter and case log describing the procedures. **OR**

Physicians must be able to demonstrate that he or she performed a combination of 50 procedures, treatments, or therapy from another Joint Commission accredited facility for privileges requested in the past 24 months to be able to assess his or her clinical competence.

Interventional Cardiology:

Completion of Interventional Cardiology Fellowship training program by the U.S. or Canadian graduate medical education accredited by the Accreditation Council for Graduate Medical Education (ACGME) **AND** letter from Fellowship Program Director **OR** equivalent practice experience (Non-Fellowship Practice Pathway). **AND**

Must be able to demonstrate that he or she has successfully completed an accredited clinical fellowship within the past 12 months with a supporting letter and case log describing the procedures. **OR**

Physicians must be board certified or board eligible for subspecialty certification in Interventional Cardiology by the American Board of Internal Medicine or by the American Osteopathic Board of Internal Medicine. **AND**

Must be able to demonstrate that he or she performed a combination of 50 procedures, treatments, or therapy from another Joint Commission accredited facility for privileges requested in the past 24 months to be able to assess his or her clinical competence.

Clinical Cardiac Electrophysiology:

Completion of Clinical Cardiac Electrophysiology Fellowship training program by the U.S. or Canadian graduate medical education accredited by the Accreditation Council for Graduate Medical Education (ACGME) **AND** letter from Fellowship Program Director **OR** equivalent practice experience (Non-Fellowship Practice Pathway). **AND**

Must be able to demonstrate that he or she has successful completed an accredited clinical fellowship within the past 12 months with a supporting letter and case log describing the procedures. **OR**

Physicians must be board certified or board eligible for subspecialty certification in Clinical Cardiac Electrophysiology by the American Board of Internal Medicine or by the American Osteopathic Board of Internal Medicine. **AND**

Physician must be able to demonstrate that he or she has performed at least 10 implant device cases and 10 ablation cases from another Joint Commission accredited facility in the past 24 months to be able to assess his or her clinical competence.

All non-Fellowship trained Cardiologists (Interventional Cardiology, Clinical Cardiac Electrophysiology) on staff at UMC prior to January 1, 2021, will maintain their current privileges.

History & Physical: Competent to perform patient's medical history and physical examination.

Contracted Closed ICU: Contracted Physicians managing patients in the closed ICU must meet one of the following:

- Board Certified from the American Board of Internal Medicine/Critical Care within 7 years of completion of training **OR**
- Board Certified from the American Board of Emergency Medicine/Internal Medicine-Critical Care within 5 years of completion of training.

For Medical Directors Use Only (Please check box): ☐	
Qualifications:	• Active member of the Medical and Dental Staff in good standing. • Maintain approved privileges for respective specialty. • Pulmonary Disease Boarded and in active Pulmonary practice at UMC.

Refer & Follow DOES **NOT** entitle the physician to CORE or Special Privileges.

Privilege	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
REFER & FOLLOW: **MAY** read patients chart; may write notes in patient chart; may talk to patient and patients' caregivers; may consult with Attending Physician; **MAY NOT** admit patients; may not write orders in patient chart; may not manage patient care; may not function as Sponsor of an Allied Health Provider.				

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
TELEMEDICINE	*SEE ATTACHED CRITERIA*			
AMBULATORY MEDICINE (Outpatient Services Only) For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of **Medicine** Delineation of Privileges.				

CORE PRIVILEGES

Privileges in the Department of Medicine are granted in the following CORE areas. These privileges do not include any of the special privileges.

Physicians with these privileges are expected to have training and/or competence on a level commensurate with that provided by an Internal medicine specialty. Such physicians may be the attending physician or consultant to others and would in turn request consultation when appropriate.

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
Allergy & Immunology I hereby request CORE allergy & immunology privileges, which include the ability to admit, work up, diagnose, and provide non-surgical therapy to patients presenting with allergic or immunologic conditions, including the provision of consultation. CORE privileges include the following: Drug Desensitization Procedures, Skin testing for allergies to drugs and other agents, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of an Allergy & Immunology training program accredited by the ACGME or AOA*			
Cardiovascular Disease I hereby request CORE cardiology privileges, which include the ability to admit, work up, diagnose, and provide treatment or consultative services to patients presenting with cardiovascular disease. CORE privileges include the following: Cardioversion/elective, Echocardiography - 2D and Doppler, Electrocardiographic Exercise Testing and Electrocardiograms, Flotation Catheter, Intra-Aortic Balloon Pump, , Pericardiocentesis, Temporary Pacemaker Insertion, Diagnostic Cardiac Catheterization, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Cardiovascular Disease training program accredited by the ACGME or AOA*			
Interventional Cardiology (Must have Cardiovascular Disease Core) CORE privileges include the following: Directional Coronary Atherectomy, Intracoronary Stent Placement, Intracoronary Rotoblator, Percutaneous Transluminal Coronary Angioplasty (PTCA), Intravascular Ultrasound (IVUS)/Fraction Flow Reserve (FFR)/Instant Wave Free Ratio (iFR), Extraction Atherectomy of Coronary Artery, Other procedures and problems of similar complexity will fall within the CORE privileges.	***Must have CORE Cardiovascular Disease*** *Must meet all criteria for Formal Training and Experience*			

Clinical Cardiac Electrophysiology (Must have Cardiovascular Disease Core) CORE privileges include the following: Implantable Loop Recorder, Injectable Loop Recorder, Insertion and management of automatic implantable cardiac defibrillators, Insertion of permanent pacemaker, including single/dual chamber and biventricular, Interpretation of activation sequence mapping recordings, invasive intracardiac electrophysiologic studies, including endocardial electrogram recording and imaging studies, Interpretation of results of noninvasive testing relevant to arrhythmia diagnoses and treatment, Pacemaker programming/reprogramming and interrogation, Performance of therapeutic catheter ablation procedures, pericardiocentesis, electrophysiology studies, loop recorder implant, subcutaneous defibrillator, Other procedures and problems of similar complexity will fall within the CORE privileges.	***Must have CORE Cardiovascular Disease*** *Must meet all criteria for Formal Training and Experience*			
Dermatology I hereby request CORE dermatology privileges, which include the ability to admit, work up, diagnose, and provide treatment or consultative services to patients presenting with dermatological disease. CORE privileges include the following: Skin Biopsy, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Dermatology training program accredited by the ACGME or AOA*			
Gastroenterology (including liver disease) I hereby request CORE Gastroenterology privileges, which include admission, work up, diagnosis of, and consultation of patients presenting with illness, injuries, and disorders of the stomach, intestines, and related structures, such as the esophagus, liver, gallbladder, and pancreas. CORE privileges include the following: Colonscopy with Biopsy, Polypectomy, with Placement of Decompression Tube, Esophagogastroduodenoscopy (EGD) including biopsy, polypectomy, and feeding tube placement, Esophageal Dilation with Non-Pneumatic Dilators, Flexible and Rigid Sigmoidoscopy with Biopsy and Polypectomy, Hemorrhoid Therapy, Hemostasis on Non-Variceal Bleeding with Electrocautery, Injection Therapy, Botulismotoxin injections, Hemostasis of Variceal Bleeding with Injection Therapy and/or Banding, Percutaneous Endoscopic Gastrostomy Tube Placement, Percutaneous Liver Biopsy, Small Bowel Enteroscopy, including Biopsy and Polypectomy, Diagnostic and Therapeutic Paracentesis, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Gastroenterology training program accredited by the ACGME or AOA*			
Hematology I hereby request CORE hematology privileges that include admission, work up, diagnosis, and provision of treatment or consultative services to patients presenting with illnesses and disorders of the blood and blood-forming tissues. CORE privileges include the following: Hospice and Palliative Care, Coagulation Disorder assessment, Bone marrow aspiration & interpretation, Bone marrow biopsy & interpretation of peripheral blood smear, Fine needle aspiration, Prescribing of chemotherapeutic agents and biological response modifiers through all therapeutic routes, Therapeutic phlebotomy, Therapeutic thoracentesis and paracentesis, Plasmapheresis. Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Hematology training program accredited by the ACGME or AOA*			

Infectious Disease I hereby request CORE infectious disease privileges, which include admission, work up, diagnosis, and provision of treatment of or consultative services to patients presenting with infectious diseases. CORE privileges include the following: Aspiration of Superficial Abscess, Incision and Drainage of Superficial Abscess Interpretation of Gram Stain, Management of unusually severe infections, such as tuberculosis meningitis, Disseminated tuberculosis systemic mycoses, and unusual infections in the immune-compromised host. Selection of antibiotics in patients with allergies or drug toxicity who have serious infections, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of an Infectious Disease training program accredited by the ACGME or AOA*			
Internal Medicine I hereby request CORE internal medicine privileges, which include the admission, work up, diagnosis, and provision of non-surgical treatment including consultation for patients admitted or in need of care, to treat general medical problems. CORE privileges include the following: Performance of history and physical exam; Abdominal paracentesis; Drawing of arterial blood; Excision of skin and subcutaneous tumors, nodules, and lesions; Incision and drainage of abscesses; IV Narcotics; Interpretation of EKGs; Local anesthetic techniques; Management of burns, superficial and partial thickness; Nasogastric intubation; Performance of simple skin biopsy; Placement of anterior and posterior nasal hemostatic packing; Placement of a peripheral venous line; Removal of nonpenetrating foreign body from the eye, nose, or ear, other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of an Internal Medicine training program accredited by the ACGME or AOA*			
Nephrology – Renal Disease I hereby request CORE nephrology privileges, which include admission, work up, diagnosis, and provision of treatment, or consultative services, to patients presenting with illnesses and disorders of the kidneys. CORE privileges include the following: Management of Arteriovenous Shunts, Dialysis Catheter Insertion – Femoral, Subclavian, Internal Jugular, Hemodialysis, Immunosuppression: Transplantation/Non-Transplant Patients, Peritoneal Dialysis, Placement of Temporary Vascular Access, Plasmapheresis, Renal Biopsy, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Nephrology training program accredited by the ACGME or AOA*			
Neurology I hereby request CORE neurology privileges, which include diagnosis and treatment of diseases of the nervous system, including spinal taps, lumbar punctures and Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Neurology training program accredited by the ACGME or AOA*			
Oncology I hereby request CORE oncology privileges, which include admission, work up, diagnosis, and provision of treatment or consultative services to patients presenting with malignant tumors. CORE privileges include the following: Hospice and Palliative Care, Bone marrow aspiration and biopsy, Fine needle aspiration, Insertion, management and maintenance of indwelling venous access catheters, Prescribing chemotherapeutic agents and biological response modifiers through all therapeutic routes, Therapeutic thoracentesis and paracentesis, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of an Oncology training program accredited by the ACGME or AOA*			

Physical Medicine and Rehabilitation I hereby request CORE physical medicine and rehabilitation privileges, which include the admission and consultative services to patients presenting with deterioration of function as result of neurological, traumatic or other organ systems conditions. CORE privileges include the following: Trigger point injection, Other procedures and problems of complexity will fall within the CORE privileges.	*Completion of a Physical Medicine and Rehabilitation training program accredited by the ACGME or AOA*			
Pulmonary & Critical Care Medicine I hereby request CORE pulmonary and critical care medicine privileges, which include admission, work up, diagnosis and provision of treatment, or consultative services, to patients presenting with conditions, injuries, and diseases of the organs of the thorax or chest, including the lungs, cardiovascular and tracheobronchial systems, esophagus and other mediastinal contents, diaphragm and circulatory system, to those with respiratory sleep disorders, and to those in need of critical care. CORE privileges may include the following high-risk, high volume, problem prone procedures, which are commonly performed by the Intensivists in the critically ill patient: Hospice and Palliative Care, Administration of neuromuscular blocking drugs to patients who are intubated and mechanically ventilated in an intensive care unit, Calibration and operation of hemodynamic recording systems, Endotracheal intubation and airway maintenance, including fiberoptic bronchoscopy, Interpretation of cardiopulmonary progressive exercise evaluation, Interpretation of pulmonary function testing, Placement of arterial, central venous, and pulmonary artery flotation catheters, Pleural biopsy: closed, Sheldon catheter insertion Transthoracic needle biopsy, Thoracentesis, Ventilator management, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Pulmonary & Critical Care Medicine training program accredited by the ACGME or AOA* ***Contracted Closed ICU Physicians must meet one of the Board Certification Requirements***			
Psychiatry I hereby request CORE Psychiatry privileges, which include the ability to admit, evaluate, diagnose and provide treatment for inpatient, outpatient, and consultative settings to individuals who suffer from mental, behavioral, or emotional disorders. CORE privileges include the following: Provide counseling for individuals, groups, and families; Screen, diagnose and manage patients for addiction, intoxication, and withdrawal; Provide brief intervention, addiction counseling, and medication management for patients with substance-related disorders; Manage psychiatric complications and screen, diagnose, and refer patients for dual diagnoses; Provide short and longer term psychotherapy, psychodynamic therapy and the concurrent use of mediations and psychotherapy. Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Psychiatry training program accredited by the ACGME or AOA*			
Rheumatology I hereby request CORE Rheumatology privileges, which include admission, work up, diagnosis and provision of treatment, or consultative services, to patients admitted or in need of care to treat rheumatic diseases. CORE privileges include the following: Diagnostic aspiration of synovial fluid from diathrodial joints, brusae, and tenosynovial structures, Therapeutic injection of diathrodial joints, brusae, tenosynovial structures and enthuses, Other procedures and problems of similar complexity will fall within the CORE privileges.	*Completion of a Rheumatology training program accredited by the ACGME or AOA*			

SPECIAL PRIVILEGES

SPECIAL PRIVILEGES are defined as high risk, problem prone or new technology and not routinely part of privileges. Physicians with these privileges have a level of competence within a given field considered appropriate for a subspecialist and are therefore qualified to act as consultants.

INTERNAL MEDICINE

To be eligible to request **SPECIAL** privileges, the applicant must meet the minimum criteria for **CORE** privileges in addition to the following:

Basic Education: M.D. or D.O.

Training: Documentation of successful completion of an accredited ACGME or AOA residency training program in Internal Medicine **AND**

Documentation of active experience with procedure or certification of accredited continuing medical education course.

Experience: Documentation of successful completion of training and demonstrated competence in the privilege(s) requested **AND**

Documentation of competence to obtain and retain clinical privileges as set forth in departmental rules and regulations governing the exercise of specific privileges.

Must be able to demonstrate that he or she has performed or supervised any combination of procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence.

NEUROLOGY & PSYCHIATRY

To be eligible to request **SPECIAL** privileges, the applicant must meet the minimum criteria for **CORE** privileges in addition to the following:

Basic Education: M.D. or D.O.

Training: Documentation of successful completion of an accredited ACGME or AOA residency training program in Neurology or Psychiatry **AND**

Documentation of successful completion of fellowship training, documentation of active experience with procedure or certification of accredited continuing medical education course.

Experience: Documentation of successful completion of training and demonstrated competence in the privilege(s) requested **AND**

Documentation of competence to obtain and retain clinical privileges as set forth in departmental rules and regulations governing the exercise of specific privileges.

Must be able to demonstrate that he or she has performed or supervised any combination of procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence.

PHYSICAL MEDICINE & REHABILITATION

To be eligible to request **SPECIAL** privileges, the applicant must meet the minimum criteria for **CORE** privileges in addition to the following:

Basic Education: M.D. or D.O.

Training: Documentation of successful completion of an accredited ACGME or AOA residency training program in Physical Medicine & Rehabilitation **AND**

Documentation of successful completion of fellowship training, documentation of active experience with procedure or certification of accredited continuing medical education course.

Experience: Documentation of successful completion of training and demonstrated competence in the privilege(s) requested **AND**

Documentation of competence to obtain and retain clinical privileges as set forth in departmental rules and regulations governing the exercise of specific privileges.

Must be able to demonstrate that he or she has performed or supervised any combination of procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence.

SPECIAL PRIVILEGES

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
Cardiovascular Disease				
Pericardiocentesis	*SEE ATTACHED CRITERIA*			
Permanent Pacemaker Insertion	*SEE ATTACHED CRITERIA*			
Loop Recorder Implant	*SEE ATTACHED CRITERIA*			
Leadless Pacemaker	*SEE ATTACHED CRITERIA*			
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Transesophageal Echocardiography (TEE)	*SEE ATTACHED CRITERIA*			
Transcatheter Aortic Valve Replacement (TAVR)	*SEE ATTACHED CRITERIA*			
Moderate Sedation	*SEE SEDATION CRITERIA*			
Interventional Cardiology				
Myocardial Biopsy				
Percutaneous ASD/PFO Closure	*SEE ATTACHED CRITERIA*			
Transcatheter Aortic Valve Replacement (TAVR)	*SEE ATTACHED CRITERIA*			
Endovascular Prosthesis for Repair of Aortic Aneurysm (AAA)	*SEE ATTACHED CRITERIA*			
Left Ventricular Assist Device (LVAD)\Impella	*SEE ATTACHED CRITERIA*			
Peripheral Angiography and Intervention 1. Peripheral Atherectomy	*SEE ATTACHED CRITERIA*			
Peripheral Endovascular Stent Placement & Peripheral Angioplasty	*SEE ATTACHED CRITERIA*			
Peripheral Vascular Transluminal Angioplasty	*SEE ATTACHED CRITERIA*			
Valvuloplasty				
Moderate Sedation	*SEE SEDATION CRITERIA*			
Endocrinology & Metabolic Diseases				
Continuous Subcutaneous Insulin Administration w/Insulin Pump	*SEE ATTACHED CRITERIA*			
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Gastroenterology				
Endoscopic Retrograde Cholangiopancreatography (ERCP) – Diagnostic, Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal, Stricture Dilation, and Spyglass	*SEE ATTACHED CRITERIA*			
Endoscopic Laser Therapy				
Endoscopic Ultrasound	*SEE ATTACHED CRITERIA*			
Enteric Stent Placement (esophagus, colon, small bowel)				
GI motility and esophageal pH procedures/studies	*SEE ATTACHED CRITERIA*			
Motility Studies – Anorectal				
Motility Studies – Gastroduodenal				
Peritoneoscopy with Liver and Peritoneal Biopsy				
Physiology Studies – Gastric Analysis				
Physiology Studies – Pancreatic Function Tests				

Pneumatic Dilation of Lower Esophageal Sphincter for Achalasia				
RFA (BARRX) for Ablation of Barrett's Esophagus	*SEE ATTACHED CRITERIA*			
Wireless Capsule Endoscopy	*SEE ATTACHED CRITERIA*			
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Moderate Sedation	*SEE SEDATION CRITERIA*			
Internal Medicine				
Hospice and Palliative Care	*SEE ATTACHED CRITERIA*			
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Moderate Sedation	*SEE SEDATION CRITERIA*			
Arthrocentesis and Joint Injections	*SEE ATTACHED CRITERIA*			
Cardioversion-Emergent (Electrical and Pharmaceutical)	*SEE ATTACHED CRITERIA*			
Insertion and Management of Central Venous Catheters and Arterial Lines	*SEE ATTACHED CRITERIA*			
Lumbar Puncture	*SEE ATTACHED CRITERIA*			
Thoracentesis	*SEE ATTACHED CRITERIA*			
Hematology/Oncology				
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Nephrology				
Hemoperfusion				
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Neurology *Certification by the ABPN or AOBNP or Completion of a Neurology or Psychiatry training program accredited by the ACGME*				
Botulismotoxin Injections				
EEG				
EMG				
Evoked Potentials				
Nerve Conduction Time				
Plasmapheresis				
Sleep Studies				
Neurophysiological Monitoring CORE which include independent monitoring of a variety of surgical procedures (neurosurgery) in which neural structure are at risk. Provide medical supervision and clinical interpretation of intraoperative monitoring and neuro-diagnostic testing, procedures in real time and post-surgery to evaluate status of the patient's neural structure to avoid potential function loss.	*SEE ATTACHED CRITERIA*			
Auditory Brainstem Response (ABR)				
Cortical Mapping (CM)				
Sensory Cortical Mapping Phase Reversal				
Dermatomal Somatosensory Evoked Potentials (DSEP)				
Descending Neurogenic Evoked Potentials (DNEP)				
Electroencephaolography (EEG)				
Spinal Nerve Electromyography (EMG)				

Pedical Screw Testing				
Cranial Nerve Electromyography (EMG)				
Spinal Reflex				
H-Reflex and F-Response				
Peripheral Nerve Monitoring (Nerve Action Potentials – NAP)				
Somatosensory Evoked Potentials (SSEP)				
Transcranial Motor Evoked Potentials (TCMEP)				
Visual Evoked Potentials (VEP)				
Physical Medicine and Rehabilitation				
Nerve Conduction Study/Needle EMG				
Somato-Sensory Evoked Potential				
Hospice and Palliative Care	*SEE ATTACHED CRITERIA*			
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Interventional Pain Management: Admit and/or consult patient with chronic pain related issues. Perform the following diagnostic or therapeutic procedures: Cervical, thoracic, and lumbar epidural injections; Discography; Sympathetic and intercostals nerve blocks; Epidurolysis; Major joint injections.	*Completion of pain management fellowship within past 24 months OR documentation of at least 50 interventional pain management procedures within the past 24 months*			
Percutaneous vertebroplasty/kyphoplasty	*Initially and at Reappointment: 10 cases from past 24 months*			
Moderate Sedation	*SEE SEDATION CRITERIA*			
Neurophysiological Monitoring CORE which include independent monitoring of a variety of surgical procedures (neurosurgery) in which neural structure are at risk. Provide medical supervision and clinical interpretation of intraoperative monitoring and neuro-diagnostic testing, procedures in real time and post-surgery to evaluate status of the patient's neural structure to avoid potential function loss.	*SEE ATTACHED CRITERIA*			
Auditory Brainstem Response (ABR)				
Cortical Mapping (CM)				
Sensory Cortical Mapping Phase Reversal				
Dermatomal Somatosensory Evoked Potentials (DSEP)				
Descending Neurogenic Evoked Potentials (DNEP)				
Electroencephaolography (EEG)				
Spinal Nerve Electromyography (EMG)				
Pedical Screw Testing				
Cranial Nerve Electromyography (EMG)				
Spinal Reflex				
H-Reflex and F-Response				
Peripheral Nerve Monitoring (Nerve Action Potentials – NAP)				
Somatosensory Evoked Potentials (SSEP)				

Transcranial Motor Evoked Potentials (TCMEP)				
Visual Evoked Potentials (VEP)				
Pulmonary & Critical Care Medicine				
Bronchial Stents	*SEE ATTACHED CRITERIA*			
Interpretation of Bedside Metabolic Studies for Nutritional Support				
Laser Bronchoscopy	*SEE ATTACHED CRITERIA*			
Pleural Biopsy - Closed				
Supervision and Interpretation of Sleep Studies				
Therapeutic Whole Lung Lavage				
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			
Tube Thoracostomy	*SEE ATTACHED CRITERIA*			
Rigid bronchoscopy	*SEE ATTACHED CRITERIA*			
Endobronchial ultrasound-guided transbronchial needle aspiration (EBUS TBNA radial or convex probe)	*SEE ATTACHED CRITERIA*			
Endoluminal ablative therapy (electrocautery, argon plasma coagulation, cryotherapy, brachytherapy, photodynamic therapy)	*SEE ATTACHED CRITERIA*			
Percutaneous dilational tracheotomy	*SEE ATTACHED CRITERIA*			
Transtracheal oxygen catheter placement	*SEE ATTACHED CRITERIA*			
Plasmapheresis				
Fiducial Marker Placement	*SEE ATTACHED CRITERIA*			
Electromagnetic Navigation Bronchoscopy	*SEE ATTACHED CRITERIA*			
Medical Thoracoscopy/Pleuroscopy	*SEE ATTACHED CRITERIA*			
Endobronchial Valves	*SEE ATTACHED CRITERIA*			
Moderate Sedation	*SEE SEDATION CRITERIA*			
Deep Sedation	*SEE SEDATION CRITERIA*			
Rheumatology				
Arthroscopy				
Nail Fold Capillarioscopy				
Plasmapheresis				
Synovial Biopsy				
Total Parenteral Nutrition (TPN)	*SEE ATTACHED CRITERIA*			

ACKNOWLEDGEMENT OF PRACTITIONER:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Medicine, and I understand that

- In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situations my actions are governed by the applicable section of the Medical Staff Bylaws.

I attest to have obtained and/or attended the required number of continuing medical education (CME) hours as required per the Departments Delineation of Privileges (DOP) related to the clinical privileges I am requesting.

I agree and will be able to provide proof of attendance and program content upon request.

I have attached the supporting documentation required to request these Medicine **CORE** and **SPECIAL PRIVILEGES.**

APPLICANT SIGNATURE DATE

SIGNATURE OF APPROVAL – SECTION CHIEF DATE

CHIEF, DEPARTMENT OF MEDICINE DATE

Revised: 06/2007 10/2008, 02/2008, 06/2009, 12/2012, 06/2013, 02/2014; 06/2015; 11.2015; 01/2016; 11/2016; 06/2017; 07/2017; 12/2017; 10/2020
Board of Trustees: 7/17/07 11/18/08, 11/28/2012, 01/22/2013, 07/2013, 03/18/2014; 08/18/2015; 12/15/2015; 03/15/2016; 12/20/2016; 07/20/2017; 08/15/2017; 01/16/2018; 10/28/2020; 02/24/2021

SPECIAL PRIVILEGE CRITERIA

CRITERIA FOR MODERATE AND DEEP SEDATION PRIVILEGES FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege **AND**
2. Physician must provide:
    a. Maintain current ACLS*, ALS* or ATLS, or NRP, or PALS (as appropriate to patient population); **OR**
    b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; **AND**
3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful **AND**
4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, www.umcsn.com and is required on initial request of privileges only **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*ACLS – Accepted by American Heart Association ***OR***
*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation **AND**
2. Be an attending physician in the field of Emergency Medicine, Trauma, or Critical Care Medicine **AND**
3. At Initial request the physician must provide:
    a. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:
    a. Documentation of five (5) intubations or supervised intubations in the past 24 months **OR**
    b. Documentation of completion of a high fidelity simulation of airway management course approved by the Critical Care Committee completed within the past 24 months.

Residents and all other learners performing intubations are required to have a privileged attending physician that is credentialed with deep sedation/intubation present with direct supervision at all times.

Department Chiefs with consultation and approval of the Chair of Critical Care Committee, can require additional education, training or demonstration of competency.

Other Specialties, not included above, can request and be approved for Deep Sedation/Intubation privileges upon approval of the Critical Care Committee.

*NOTE: The criteria is current at the time of policy publication and will be updated at the discretion of the credentials committee of the UMC Medical Staff, who will be responsible to maintain the most current criteria for privileging.

CRITERIA FOR PERFORMING TOTAL PARENTERAL NUTRITION (TPN):

One of the following criteria must be met for an applicant to perform Total Parenteral Nutrition (TPN):

- Documentation of Total Parenteral Nutrition (TPN) training.
- Documentation of completion of CME in Total Parenteral Nutrition (TPN).
- Documentation of certification in specialized nutrition support.
- Documentation of previous experience by providing 5 cases in the past two years.

CRITERIA FOR HOSPICE AND PALLIATIVE CARE:

Minimum Formal Training/Experience: Successful completion of an ACGME or AOA accredited residency in internal medicine, anesthesiology, emergency medicine, family medicine, OB/GYN, Physical Medicine and rehabilitation, psychiatry and neurology, radiology, or surgery

- **AND** Board Certified in Hospice and Palliative Care Medicine as per the relevant specialty **OR**
- Completion of ACGME residency in primary specialty and Certificate of Added Qualification **OR**
- Completion of ACGME residency in primary specialty and Hospice and Palliative Medicine Fellowship **OR**
- Completion of ACGME residency in primary specialty and equivalent practice experience by providing 50 patient cases in the previous 24 months **OR**
- American Board of Hospice and Palliative Medicine Board Certificates.

CRITERIA FOR TELEMEDICINE:

- M.D. or D.O.
- Current board certification in non-telemedicine specialty **OR**
- Active participation in the examination process leading to certification **OR**
- Successful completion of an Internal Medicine, Family Medicine, Pediatric or Emergency Medicine training program accredited by the Accreditation Council or Graduate Medical Education (ACGME) or its equivalent (The Royal College of Physicians and Surgeons of Canada). Documentation of Certification by the American Board of Internal Medicine, Family Medicine, Pediatrics, Occupational Medicine or Environmental Medicine or Emergency Medicine or the Osteopathic Board of Internal Medicine, Family Medicine, Pediatrics or Emergency Medicine.
- The Practitioner must have current privileges in his/her Department.
- The Department Chief will be included in deciding which modalities of telemedicine will be utilized including asynchronous (ex: eVisits, eConsults, study interpretations, home monitoring, etc.) and two-way live interactive video.

Reappointment: Must continue to meet all initial criteria listed above.

CRITERIA FOR CARDIOVASCULAR DISEASE SPECIAL PRIVILEGES:

CRITERIA FOR PERICARDIOCENTESIS:

All of the following criteria must be met.

- Must maintain Clinical Cardiac Electrophysiology CORE privileges.
- 10 cases within the past 24 months

CRITERIA FOR PERMANENT PACEMAKER INSERTION:

All of the following criteria must be met.

- Must maintain Clinical Cardiac Electrophysiology CORE privileges.
- 5 cases within the past 24 months

CRITERIA FOR LOOP RECORDER IMPLANT:

All of the following criteria must be met.

- Must maintain Clinical Cardiac Electrophysiology CORE privileges.
- 5 cases within the past 24 months

CRITERIA FOR LEADLESS PACEMAKER:

All of the following criteria must be met.

- Must maintain Clinical Cardiac Electrophysiology CORE privileges.
- 5 cases within the past 24 months

CRITERIA FOR TRANSESOPHAGEAL ECHOCARDIOGRAPHY (TEE):

All of the following criteria must be met for an applicant to perform Transesophageal Echocardiography (TEE):

- Privileges in echocardiography interpretation.
- Attending an echocardiography course that includes at least one-half day to go to TEE interpretation.
- Privileges in Endoscopy **OR** able to demonstrate clinical equivalent experience as judged by Chief of Medicine Department and/or Section Chief to include 10 cases performed in the last 12 months.

CRITERIA FOR INTERVENTIONAL CARDIOLOGY:

CRITERIA FOR TRANSCATHETER AORTIC VALVE REPLACEMENT (TAVR):

This privilege requires a team-approach with both an appropriately credentialed interventional cardiologist and an appropriately credentialed cardiothoracic surgeon participating in the patient care episode.

Initial- Interventional Cardiology fellowship training or completion of a manufacturer sponsored, hands-on training program in this procedure. The first five (5) cases performed by the applicant must be proctored by an appropriately qualified physician preceptor approved by the device manufacturer or documentation of 20 cases performed in the previous 24 months.

Focused Professional Practice Evaluation (FPPE): Two (2) cases retrospectively proctored by a member of the medical staff holding this privilege.

Reappointment: Documentation of the performance of five (5) cases in the previous twenty-four months.

CRITERIA FOR PERCUTANEOUS ASD/PFO CLOSURE:

All of the following criteria must be met for an applicant to perform Percutaneous ASD/PFO closure:

- Documentation of successful completion in a training course in the ASD or PFO device.
- Documentation of previous experience by providing 10 cases in the past 12 months.

CRITERIA FOR ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA):

PHYSICIANS ELIGIBLE TO APPLY

- Cardiovascular or Vascular Surgeons
- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

TRAINING REQUIREMENTS

Track One – Fellowship Track

- Documentation of formal Endovascular Fellowship training; **AND**
- Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing endovascular prosthesis for repair of aortic aneurysm independently and safely, **AND**
- List of appropriate procedures done in fellowship provided to Medical Staff Office including a statement of patient outcomes including morbidity and mortality events, **AND**
- Has been previously granted Peripheral Angioplasty and Stent Placement privileges at UMC

Track Two – Non-Fellowship Track

- Provide documentation of satisfactory participation at a "device-specific" hands on course; **AND**
- Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; **AND**
- Complete proctorship of the first 10 Endovascular prosthesis for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Physicians who have successfully completed 10 proctored cases may then proctor other physicians requesting these privileges.

CRITERIA FOR LEFT VENTRICULAR ASSIST DEVICE (LVAD)(Impella):

An applicant must meet all of the criteria in either Track I or Track II to perform LVAD

Track I (applicants without prior LVAD Experience):

- Successful completion of Abiomed-approved Impella training course **AND**
- Must be credentialed to perform Interventional Cardiology privileges **AND**
- Provide evidence of two (2) completed proctored (direct observation) cases, proctored by a member of the Active medical staff who holds LVAD privileges in the past twelve (12) months.

Track II (applicants with prior LVAD Experience):

- Interventional Cardiology Fellowship or documentation of experience at another hospital in the past two (2) years **OR**
- Successful completion of Abiomed-approved Impella training course **AND**

- Documentation of at least two (2) LVAD cases as primary operator from fellowship training or in the past twelve (12) months from another hospital.

Reappointment: Applicants will maintain LVAD privileges by maintaining Interventional privileges.

CRITERIA FOR PERIPHERAL ANGIOGRAPHY AND INTERVENTION

All of the following criteria must be met.

- Interventional Cardiology Fellowship
- Letter from Program Director regarding completion of peripheral procedures

CRITERIA FOR PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY:

PHYSICIANS ELIGIBLE TO APPLY:

- Cardiovascular or Vascular Surgeons
- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

Track I (Fellowship):

- Documentation of formal Endovascular Fellowship training; and
- Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing Peripheral Angioplasty and Stent Placement independently and safely;
- List of appropriate procedures done in fellowship provided to Medical Staff Office, including a statement of patient outcomes including morbidity and mortality events;
- Successfully complete proctorship of the first 5 cases of peripheral Endovascular stent placement and first 5 cases of peripheral angioplasty performed at UMC.

Track Two (Non-Fellowship):

- Provide documentation of successful completion of one "hands-on" peripheral vascular course in each stenting and angioplasty method;
- Privileges under proctorship (Interim Privileges) will be granted upon approval by the Credentials Committee for the first 5 cases;
- Complete proctorship of the first 5 peripheral endovascular stent placement cases and first 5 peripheral angioplasty cases performed at UMC. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Physicians who have successfully completed the ten (10) proctored cases may then proctor other physicians requesting these privileges.

CRITERIA FOR PERIPHERAL VASCULAR TRANSLUMINAL ANGIOPLASTY:

All of the following criteria must be met for an applicant to perform Peripheral Vascular Transluminal Angioplasty:

- Completion of five (5) monitored cases.
- Documentation of CME course completion.

The above criteria are intended to apply to the administration of Total Parenteral Nutrition (TPN) solution and not to placement of indwelling intravenous lines. The privileges for placement of subclavian catheters and other indwelling devices are covered elsewhere.

CRITERIA FOR ENDOCRINOLOGY & METABOLIC DISEASES:

CRITERIA FOR CONTINUOUS SUBCUTANEOUS INSULIN ADMINISTRATION WITH THE INSULIN PUMP:

All of the following criteria must be met for an applicant to be granted privileges to initiate or provide continuous treatment of diabetic patients with continuous subcutaneous insulin administration with the insulin pump, a physician must:

- Be Board Certified **OR** Board Qualified in Endocrinology and metabolism, **OR** documented equivalent experience.
- Document previous experience (Endocrine Fellowship or post-fellowship) in the therapy of at least two patients with the insulin pump, **OR** document attendance at a seminar addressing specifically the theoretical and practical aspects of insulin pump therapy and intensive insulin treatment.

CRITERIA FOR GASTROENTEROLOGY SPECIAL PRIVILEGES:

CRITERIA FOR ENDOSCOPIC RETROGRADE CHOLANGIOPANCREATOGRAPHY (ERCP):

All of the following criteria must be met for an applicant to perform Endoscopic Retrograde Cholangiopancreatography (ERCP):

Track One – Fellowship Track:

- Successful completion of an ACGME or AOA accredited program that included training in ERCP of a minimum 200 procedures (40 Sphincteroromies and 10 stent placements)

Track Two – Non-Fellowship Track:

- Provide documentation of 150 ERCP procedures within the past 12 months with documented successful outcomes. These cases may be performed at UMC or provided from another Joint Commission Accredited institution. **OR**

- Complete proctorship of the first 200 ERCP procedures with a gastroenterologist credentialed in ERCP and sanctioned by the proctor on completion. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another Joint Commission Accredited institution. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of at least 50 ERCP procedures (10 sphincterotomies and stent placements) in the past 24 months based on results of ongoing professional practice evaluation and outcomes.
- Documentation of completion of CME related to gastrointestinal endoscopy.

CRITERIA FOR ENDOSCOPIC ULTRASOUND:

All of the following criteria must be met for an applicant to perform Endoscopic Ultrasound:

- Successful completion of an accredited residency or fellowship which included training in this procedure; **AND**
- Board Certified in Internal Medicine or Gastroenterology; **AND**
- Demonstrated current competence and evidence of the performance of the following:
    - Mucosal Tumors: 75 cases
    - Submucosal lesions only: 40 cases
    - Mucosal and submucosal lesions: 100 cases
    - Pancreaticobiliary: 75 cases
    - EUS-guided FNA
        - Non-pancreatic: 25 cases
        - Pancreatic: 25 cases

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of 50 procedures in the past 24 months.

CRITERIA FOR GI MOTILITY AND ESOPHAGEAL PH PROCESURES/STUDIES:

All of the following criteria must be met for an applicant to perform GI Motility and Esophageal pH Procedures/Studies:

- Successful completion of an accredited ACGME GI Fellowship, Advanced Training Program in GI Motility **OR**
- CME accredited course in GI Motility **AND**
- Demonstrated current competence and evidence of at least 10 cases in the past 24 months.

CRITERIA FOR WIRELESS CAPSULE ENDOSCOPY:

All of the following criteria must be met for an applicant to perform Wireless Capsule Endoscopy:

- Successful completion of an accredited ACGME GI Fellowship to include formal training in Capsule Endoscopy **OR**
- Completion of a hands-on ASGE or other recognized course **AND**
- Documentation of at least 20 cases of Capsule Endoscopy procedures in the past 24 months **AND**
- Documentation of 8 hours of CME that is endorsed by the National or International GI Societies **AND**
- Must be able to perform Core Endoscopic procedures including EGD, push Enteroscopy and Colonoscopy.

CRITERIA FOR RFA (BARRX) FOR ABLATION OF BARRETT'S ESOPHAGUS:

All of the following criteria must be met for an applicant to perform RFA (BARRX) for Ablation of Barrett's Esophagus:

- Successful completion of an accredited ACGME GI Fellowship to include formal training in RFA for ablation of Barrett's Esophagus **OR**
- Completion of a hands-on ASGE or other recognized course **AND**
- Documentation of 8 hours of CME that is endorsed by the National or International GI Societies **AND**
- Demonstrated current competence and evidence of the performance 30 cases in the past 24 months **AND**
- Must be able to perform Core Endoscopy Procedures including EGD, push Enteroscopy and Colonoscopy.

CRITERIA FOR INTERNAL MEDICINE SPECIAL PRIVILEGES:

CRITERIA FOR ARTHROCENTESIS AND JOINT INJECTIONS:

- Successful completion of an ACGME– or AOA–accredited residency which included training in arthrocentesis and joint injections **OR**
- Completion of a hands-on training in arthrocentesis and joint injections under the supervision of a qualified physician preceptor **AND**
- Demonstrated current competence and evidence of the performance of at least 5 (five) arthrocentesis and joint injections procedures in the past 12 months, or Successful completion of an ACGME– or AOA–accredited residency in the past 12 months.

Reappointment:

- Demonstrated current competence and evidence of the performance of 5 (five) in the past 24 months.

CRITERIA FOR CARDIOVERSION-EMERGENT (Electrical and Pharmaceutical):

- Current ACLS (ACLS – Accepted by American Heart Association)

CRITERIA FOR LUMBAR PUNCTURE:

- Successful completion of an accredited ACGME or AOA postgraduate training program which included training in lumbar puncture, or completion of a hands-on training in lumbar puncture under the supervision of a qualified physician preceptor **AND**
- Demonstrated current competence and evidence of the performance of at least 5 (five) lumbar punctures in the past 12 months, **OR** completion of training in the past 12 months.

Reappointment:

- Demonstrated current competence and evidence of the performance of 5 (five) in the past 24 months.

CRITIERA FOR THORACENTESIS:

- Successful completion of an ACGME–or AOA–accredited residency which included training in thoracentesis, or completion of a hands-on training in thoracentesis under the supervision of a qualified physician preceptor. **AND**
- Demonstrated current competence and evidence of the performance of at least 5 (five) thoracentesis procedures in the past 12 months, or completion of training in the past 12 months.

Reappointment:

- Demonstrated current competence and evidence of the performance of 5 (five) in the past 24 months.

CRITERIA FOR INSERTION AND MANAGEMENT OF CENTRAL VENOUS CATHETERS AND ARTERIAL LINES:

- Successful completion of an ACGME– or AOA–accredited residency which included training in insertion and management of central venous catheters and arterial line procedures **OR**
- Completion of a hands-on training in insertion and management of central venous catheters under the supervision of a qualified physician preceptor **AND**
- Demonstrated current competence and evidence of the performance of at least 5 (five) central venous catheters and arterial line procedures in the past 12 months **OR**
- Completion of training in the past 12 months.

Reappointment:

- Demonstrated current competence and evidence of the performance of 5 (five) in the past 24 months.

CRITERIA FOR NEUROPHYSIOLOGICAL MONITORING:

Initial:

Track One:

- Must have completed a successful fellowship training program within the past 24 months

Track Two:

- Documentation of successful completion of an accredited ACGME or AOA residency training program in Neurology **OR** Physical Medicine and Rehabilitation **AND**
- Must have successfully completed an accredited training program in Clinical Neurophysiology **AND**
- Applicants must be able to demonstrate that they have successfully monitored and interpreted 100 cases during the past 12 months

Track Three:

- Documentation of successful completion of an accredited ACGME or AOA residency training program in Neurology **OR** Physical Medicine and Rehabilitation **AND**
- At least three (3) years of experience in neurophysiologic monitoring **AND**
- Primary responsibility for having monitored and interpreted a minimum of 300 surgical procedures **AND**
- Two (2) letters from surgeons attesting to the case experience **AND**
- Twenty (20) hours of Continuing Medical Education (CME) related to Neurophysiological Monitoring within the past 12 months

Reappointment:

- Documentation of 100 monitored and interpreted cases during the past 24 months **AND**
- Twenty (20) hours of Continuing Medical Education (CME) related to Neurophysiological Monitoring within the past 12 months

CRITERIA FOR PULMONARY AND CRITICAL CARE MEDICINE SPECIAL PRIVILEGES:

CRITERIA FOR TUBE THORACOSTOMY:

- Pulmonary Medicine Fellowship or Critical Care Fellowship **OR**
- Documentation of previous experience by providing a minimum of 5 procedures in the previous 12 months.

CRITERIA FOR BRONCHIAL STENTS:

The following criteria must be met for an applicant to perform Bronchial Stents:

- Pulmonary Medicine Fellowship **AND**
- Pre-requisite experience/training in rigid/flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing greater than 10 supervised procedures in the previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

CRITERIA FOR LASER BRONCHOSCOPY:

The following criteria must be met for an applicant to perform Laser Bronchoscopy:

- Pulmonary Medicine Fellowship **AND**
- Documentation of previous experience by providing greater than 20 procedures in the previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

CRITERIA FOR RIGID BRONCHOSCOPY:

The following criteria must be met for an applicant to perform Rigid Bronchoscopy;

- Pulmonary Medicine Fellowship **AND**
- Pre-requisite experience/training in flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing at least 20 supervised rigid bronchoscopy procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

CRITERIA FOR ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY:

The following Initial criteria must be met for an applicant to perform Electromagnetic Navigation Bronchoscopy:

- Must be credentialed to perform Bronchoscopy **AND**
- ACGME accredited Interventional Pulmonary Fellowship **OR**
- ACGME accredited Pulmonary Medicine Fellowship; with one of the following:
  - Documentation of previous experience by providing 10 supervised electromagnetic navigation bronchoscopies in previous 12 months **OR**
  - Documentation of completion of an accredited, hands-on CME course* on electromagnetic navigation bronchoscopy completed within the past 12 months **OR**
  - Certificate of Industry sponsored training from electromagnetic navigation bronchoscopy vendor within the past 12 months **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of 10 procedures in the past 24 months based on results

of quality assessment/improvement activities and outcomes.

CRITERIA FOR ENDOBRONCHIAL ULTRASOUND:

The Following criteria must be met for an applicant to perform Endobronchial Ultrasound

- Pulmonary Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 10 supervised endobronchial ultrasound bronchoscopies with transbronchial needle aspiration in previous 12 months **OR**
- Documentation of completion of an accredited, hands-on CME course* on endobronchial ultrasound completed within the past 12 months **OR**
- Certificate of training from endobronchial ultrasound vendor within the past 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

CRITERIA FOR ENDOLUMINAL ABLATIVE THERAPY:

The following criteria must be met for an applicant to perform Endoluminal Ablative Therapy (includes electrocautery, argon plasma coagulation, cryotherapy, brachytherapy, photodynamic therapy, fiducial marker placement)

- Pulmonary Medicine Fellowship **AND**
- Pre-requisite experience/training in rigid/flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing at least 10 procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

CRITERIA FOR PERCUTANEOUS DILATATIONAL TRACHEOTOMY:

The following criteria must be met for an applicant to perform Percutaneous Dilatational Tracheotomy;

- Pulmonary Medicine and/or Critical Care Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 10 supervised procedures in previous 12 months **OR**
- Documentation of completion of an accredited, hands-on CME course* on percutaneous dilational tracheostomy completed with the past 12 months **OR**
- Certificate of training from percutaneous dilational tracheostomy vendor within the past 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

CRITERIA FOR TRANSTRACHEAL OXYGEN CATHETER PLACEMENT:

The following criteria must be met for an applicant to perform Transtracheal Oxygen Catheter Placement;

- Pulmonary Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 5 supervised procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

CRITERIA FOR FIDUCIAL MARKER PLACEMENT:

- Pulmonary Medicine Fellowship or Critical Care Fellowship **AND**
- Documentation of previous experience by providing a minimum of 5 procedures in the previous 12 months.

CRITERIA FOR MEDICAL THORACOSCOPY/PLEUROSCOPY:

All of the following criteria must be met.

- AABIP accredited Interventional Pulmonary Fellowship.

  OR
- Pulmonary Critical Care Fellowship; with -
  - Documentation of previous experience by providing a minimum of 20 procedures in the previous 12 months

    OR
  - Complete proctorship of the first 20 Medical Thoracoscopy/Pleuroscopy cases.
    These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have business or family relationship with Physician under proctorship.

    AND
- Current ACLS

CRITERIA FOR ENDOBRONCHIAL VALVES:

The following criteria must be met:

- Completion of an AABIP accredited Interventional Pulmonary Fellowship

  OR
- Pulmonary Medicine Fellowship

  AND
- Must meet the criteria for Tube Thoracostomy

  AND
- Documentation of previous experience by providing a minimum of 5 supervised procedures in the previous 12 months

  AND
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff.

Physician Acknowledgement of
Pre and Post Anesthesia Assessment Requirements

It is the expectation of the Medical Staff and Board of Trustees of University Medical Center (UMC) that all anesthesia providers and non-anesthesia providers who provide anesthesia or sedation to UMC's patients consistently follow the below- listed standards:

Pre-Anesthesia Assessment:

- ✓ All patients will receive a pre anesthesia assessment by an appropriately qualified and privileged provider.
- ✓ The assessments will be documented on the same day and time the assessments are completed.

The pre anesthesia assessment must contain:

- ✓ A notation of anesthesia risk (ASA)
- ✓ Anesthesia, drug and allergy history
- ✓ Any potential anesthesia problems identified
- ✓ Patient's condition prior to induction of anesthesia
- ✓ Airway Management

Post-Anesthesia Assessment:

- ✓ All patients will receive a post anesthesia assessment by an appropriately qualified and privileged provider
- ✓ The post assessment will be completed and documented within 48 hours of completion of surgery or the procedure requiring anesthesia/sedation
- ✓ These requirements apply to all deep sedation and anesthesia (general, regional, MAC)

The post anesthesia assessment must contain:

- ✓ Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- ✓ Cardiovascular function, including pulse rate and blood pressure
- ✓ Mental status
- ✓ Temperature
- ✓ Pain
- ✓ Nausea and vomiting
- ✓ Postoperative hydration
- ✓ Patient Participation

Medication Management:

All medication containers or syringes are labeled when not immediately administered to the patient. An immediately administered medication is one administered to the patient without **ANY** break in the process.

I hereby acknowledge that I have read and understand my responsibilities as a member of the UMC's medical staff for providing anesthesia/sedation care as outlined above. I also understand that failure to comply with these requirements may result in disciplinary action as provided for in the Medical Staff Rules and Regulations and Medical Staff Policies.

_____ _____

Physician Signature Date

_____

Physician Name Typed or Printed Legibly

Sources: *US Department of Health and Human Services*
Center of Medicare & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services- Title 42 §482.52
"Practice Guidelines for Postanesthetic Care"
Anesthesiology, Vol 96, No3, March 2002
**2011 Comprehensive Accreditation Manual for Hospitals*
Provision of Care, Treatment and services, PC. 03.01.07, EP 7
Medication Management MM 05.02.09 EP 1
CMS 42CFR 482.52(b)(3)

MEC: July 26, 2011, April 24, 2012
BOT August 16, 2011, May 15, 2012

UNIVERSITY MEDICAL CENTER

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	Jovi Remitio
SUBJECT:	Conflict of Interest Policy Changes
DATE:	April 27, 2021

Changes to the Conflict of Interest Policy:

- Remove — Statement is filed for — "Annual or"
- Remove — Check box and "I have no conflicts to report"
- Add "Dollar Amount" to Royalties and Speaking or Consulting

See attached Conflict of Interest Policy.

Medical Staff/APP Member's Name:	
Medical Staff Services Department or Committee Title:	

This Statement is filed for:

☐	Credentialing Purposes (New or Renewal)
☐	~~Annual or~~ New Officer, Department Chief or Committee Chair
☐	Update
☐	IRB Submission

Policy:
It is the policy of UMC Medical Staff that all staff members granted membership and/or privileges including those providing contracted services to the organization shall act in good faith to fulfill their responsibilities. In order to achieve this goal, all staff members and practitioners shall fully and openly disclose any actual or potential conflict of interest at the time they arise in the course of providing or directing patient care, conducting the affairs of the organization, or providing services to the organization.

Conflict of Interest documents are maintained in the Medical Staff offices with a copy sent to the UMC Compliance Officer for review.

Definitions:
For the purposes of the policy, a Conflict of Interest is a situation that has the potential to negatively influence and/or compromise the decision making ability of a Responsible Person from promoting objectivity of purchasing, business planning and clinical decisions, based on a financial or personal relationship with an Interested Third Party. This may also include the interests of Immediate Family Members as well the personal interest of the Responsible Person. A Conflict of Interest may exist even if the Responsible Person perceives no potential conflict or believes the relationship with the Interested Third Party will not affect their decision making ability. A Conflict of Interest is evaluated according to a set of factual circumstances involving risk and not on the character of the individual. The existence of a potential Conflict of Interest does not imply that the Responsible Person is improperly motivated. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

"**Material Financial Interest**" includes, but is not limited to:

a. Fees for consulting or writing including serving on an advisory panel, including travel, hotel, restaurants, resort fees, etc.;
b. Fees for Speaking Engagements, including speaker training sessions and use of slides created by Interested Third Party for purely promotional purposes;
c. Equity Interests/Stock Options in a company that does or may do business with UMC or provides products or services for UMC patients;
d. Have financial interest in a product, medical device or services company whose products they prescribe use or recommend;
e. Royalty income, from design/development services for medical device companies or the right to receive future royalties under a license, patent, or copyright;
f. Officer, Director or any other fiduciary role, whether or not remuneration is received for such service;
g. Ownership/Partnership/Principal interest in a company that does business or may do business with UMC or provides products or services for UMC patients;
h. Employment or independent contractor relationship with a company that does business with or may do business with UMC or provides products or services for UMC patients;
i. Intellectual Property Rights, includes patent, trademark, or copyright.;
j. Acceptance of Company Gifts related to marketing such as free supplies and devices.

"Family Member" means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

"Ownership" includes ownership through sole proprietorships, stock, stock options, partnership or limited partnership shares, and limited liability company memberships. It is not required that ownership in diversified funds that are not controlled by you or an immediate family member be reported.

Material Financial Interests:

☐	~~I have no conflicts to report~~

Yes	No	
☐	☐	Do you (or does a family member) have any material financial interests in any company that provides goods or services to the Hospital, or otherwise does business with the Hospital? If yes, please list below, using additional sheets if necessary.

Name of Person Name of Person (Self or Family Member)	Name of Company	Percent of Ownership	Royalties (Dollar Amount)	Speaking or Consulting (Dollar Amount)	Other

The Transparency Reports and Reporting of Physician Ownership or Investment Interests [CMS-5060-F], codified at 42 CFR Parts 402 and 403 requires applicable manufacturers of drugs, devices, biologicals, or medical supplies covered by Medicare, Medicaid, or CHIP to report annually to the Secretary certain payments or transfers of value provided to physicians or teaching hospitals ("covered recipients"). In addition, applicable manufacturers and applicable group purchasing organizations (GPOs) are required to report annually certain physician ownership or investment interests. The Secretary is required to publish applicable manufacturers' and applicable GPOs' submitted payment and ownership information on a public website.

UMC Physicians, who are employed, affiliated with contract with, or utilize the services of UMC for their patients are required under UMC Medical and Dental Staff Bylaws to know and abide by all applicable federal regulations related to their position. While this summary is presented for condensed reference due to the specificity of much of the material, a link is being provided to the official Federal Register related to 42 CFR Part 402 and 403. It is this material that physicians and Advanced Practice Professionals (APPs) are required to know.

https://www.cms.gov/OpenPayments/Downloads/Affordable-Care-Act-Section-6002-Final-Rule.pdf

If an issue that gives rise to an actual or potential conflict of interest will not be considered by a deliberate or decision-making body, the individual shall make the disclosure to the person or committee to whom the individual is accountable in the Medical Staff structure. It shall be the responsibility of the individual or committee to which the disclosure is made to determine whether and to what extent the person making the disclosure may participate in consideration of the issue.

Conflict of Interest Disclosure Statements submitted will be reviewed by the Chief of Staff (or designee) and the Corporate Compliance Officer. If further review is necessary, the Disclosure statement will be forwarded to the Medical Executive Committee and/or the Board of Hospital Trustees.

I certify that the information hereby submitted is accurate and complete as of the date stated below, and that I shall provide written notice within 30 days to the Medical Staff of any changes to the information, after such date

Print Name:	
Date:	
Signature:	

FOR MEDICAL STAFF OFFICE	
Memo Completed/Submitted to Chief(s):	
COI Sent to Compliance Officer:	

Yes	No		
☐	☐	Letter sent to Provider	Date:
Further Action/Review:			

MEC: 03/23/10, 09/28/10, 04/26/11, 05/24/11, 04/23/13, 4/26/16, 11/27/18

BOT: 04/20/10, 01/12/11, 06/21/11, 06/18/13, 07/19/16, 6/26/2019, 9/30/20

Hospital Policy Committee 8/26/20

Hospital Quality 9/8/20

Medical Executive Committee 9/22/20

UNIVERSITY MEDICAL CENTER

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	APP Committee
SUBJECT:	Physician Assessment and Report Form for Reappointment
DATE:	April 27, 2021

Changes to the Physician Assessment and Report for Reappointment. The Advanced Practice Professionals Committee would like to use the same assessment form as the Physicians for Reappointment. The recommended changes are below.

- Change form name to "Practitioner Assessment and Report"
- Any reference to Physician would be changed to Practitioner.

See attached Physician Assessment and Report form in track changes.

PRIVATE AND CONFIDENTIAL

REAPPOINTMENT PERIOD: 10/01/2021-09/30/2023

ADVANCED PRACTICE PROFESSIONAL
ASSESSMENT AND REPORT

NAME: #Name_LFM_T#
DEPT: #F_Dept/Sec#
STATUS: #F_StaffSts#
REAPPT EXPIRES: #F_ReApptDa#
REAPPT STATUS: #F_StaffSts#

If your answer to any of the following is "No", please explain; attach additional sheets, if necessary.

1. Has the Advanced Practice Professional adhered to the Medical & Dental Staff Bylaws and Rules and Regulations to your knowledge? Yes_____ No_____

2. Has the Advanced Practice Professional exhibited adequate interpersonal relationship skills to your knowledge?
   Yes_____ No_____

- If your answer to any of the following is "Yes", please explain; attach additional sheets, if necessary. To your knowledge, has the Advanced Practice Professional been the subject of any trended complaints by:

Patients?	Yes_____ No_____
Physicians?	Yes_____ No_____
Nurses?	Yes_____ No_____
Other hospital employees?	Yes_____ No_____
Medical Staff committees?	Yes_____ No_____

- To your knowledge, is there any current evidence of physical or mental disability, including documented dependence on drugs or alcohol, which would prevent this Advanced Practice Professional from carrying out his or her responsibilities to his or her patients? Yes_____ No_____

- To your knowledge, have trended relevant results from organizational performance improvement activities been affected negatively in the Advanced Practice Professional's clinical and/or technical skills?
  Yes_____ No_____
  If yes, what course of action do you recommend? _____

- Based upon findings and conclusions of trended documented peer review, have there been any unfavorable outcomes attributed to this Advanced Practice Professional's knowledge, skill or judgment? Yes_____ No_____

- If this Advanced Practice Professional was granted privileges for a high-risk procedure or treatment, has privilege/treatment been adequately utilized to demonstrate current competence for continued privileges?
  Yes_____ No_____
  Not Applicable_____ If No, Please explain: _____

- The following evaluation is based on the demonstrated performance of the applicant compared to that reasonably expected of a comparable Advanced Practice Professional with a similar level of training, experience and background:

Advanced Practice Professional Profile Data	FAVORABLE	UNFAVORABLE
Indicator Data		
▪ Drug Usage		
▪ Blood Utilization		

PROFESSIONAL KNOWLEDGE, SKILLS AND ATTITUDE

Please rate the following as Competent; Area of Concern; Not Competent (NC); NI (No information)

Patient Care	Competent	Area of Concern	NC	NI
Provides compassionate, appropriate, effective care for the promotion of health, prevention of illness. Treatment of disease and care at the end of life.				
Medical Knowledge	**Competent**	**Area of Concern**	**NC**	**NI**
Basic medical/ clinical knowledge				
Knowledge in specialty				
Technical and clinical skills				
Clinical Competence				
Clinical Judgment	**Competent**	**Area of Concern**	**NC**	**NI**
Basic clinical judgment				
Availability and thoroughness of patient care				
Appropriate and timely use of consultants				
Quality/ appropriateness of patient care outcomes				
Appropriateness of resource use (e.g. admissions, procedures, LOS, test, etc)				
Communication Skills	**Competent**	**Area of Concern**	**NC**	**NI**
Overall communication skills				
Verbal and written fluency in English				
Clarity/legibility of records				
Responsiveness to patient needs				
Interpersonal Skills	**Competent**	**Area of Concern**	**NC**	**NI**
Ability/Cooperativeness to work with members of healthcare team				
Rapport with patients/Physician-Patient Relationship				
Rapport with families'				
Rapport with hospital staff				
Sense of Responsibility				
Professionalism	**Competent**	**Area of Concern**	**NC**	**NI**
Professional judgment				
Timely documentation of medical record				
Participation in medical staff organization activities				
Participation in continuing medical education				
Demonstration of ethical standards in treatment				
Maintenance of patient confidentiality				
Fulfillment of clinical ED call assignments				
Sensitive to a diverse patient population				
System-Based Practice	**Competent**	**Area of Concern**	**NC**	**NI**
Demonstrates understanding of contexts and healthcare systems				
Ability to apply this knowledge to improve and optimize healthcare				

In addition to my knowledge of this Advanced Practice Professional's competence, I have reviewed the above information and:

☐ I recommend for reappointment

☐ I recommend _____ be

Reappointed for this reappointment period with the following stipulation: _____

_____.

☐ I do not recommend _____ be

Reappointed for this reappointment period for the following reason: _____

_____.

Identify areas of concern:

_____ _____

Date Signature: Advanced Practice Professional Committee Chair (or designee)

_____

Printed/Typed Name

Approved by Credentials Committee: 2/18/10. 03/18/2021; 04/15/2021
Approved by MEC: 2/23/10, 05/25/10, 03/23/2021; 04/27/2021
Advanced Practice Professional Assessment and Report

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Clinical Quality and Professional Affairs Committee**	**Back-up:**
Petitioner:	**Mason VanHouweling, Chief Executive Officer**	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on January 27, 2021 and February 24, 2021; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
April 28, 2021

Agenda Item #

5

January 27, 2021 – Hospital Policy & Procedure Committee
7 Approved & 0 Retired

As part of our regular policy/procedure review, the attached policies have been reviewed and updated by the necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. Additionally, the policies/procedures were approved by the Hospital Policy/Procedure Committee, Hospital Quality & Safety Committee, and Medical Executive Committee. A summary of the changes to each policy is delineated below.

Follow Up: There are three (3) pending policies from the November 24th, 2020 MEC meeting:

1. Intracranial Pressure Monitoring and/or the Use of External Intracranial Drainage Monitoring System Guideline (Sent back to Trauma for Review; if Trauma Surgeons are inserting ICP, needs competency for privileges/review of Trauma DOP) – Pending
2. Donation After Circulatory Determination of Death (DCDD) Guideline – Pending
3. Family Member Presence During Procedure Guideline - Pending

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
Employee Health Program	Revised	Hospital-wide – Infection Control	Modified/revised to include COVID-19 vaccine information in the employee's database to streamline processes at the vaccine clinic.
Forms Development and Maintenance	Revised	Hospital-wide – Health Information Management	Modified/revised language to expand the scope of the policy and include additional details regarding cost containment, control, and expectations for forms lay out. Updated to current policy format.
Linen Resource Guideline	Revised	Hospital-wide – EVS	Modified/revised language to include removal of linen from broken beds, removal of fitted sheets, as only flat sheets are used, included care for reusable pillows and updated resource guide. Updated to current policy format.
Central Venous Access Devices in the Infant, Pediatric and Adolescent Population	Revised	Clinical – Pediatrics	Modified language to refer to Lippincott for Central Venous Access Devices, changed timeframe for dressing/caps to every 7 days or as

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
			needed, and updated references.
Adult Code Blue, Emergency Response - Guideline	Revised	Hospital-wide– Nursing	Modified/revised language for delineation of roles for team members. Modified roles to ensure compliance with updated Joint Commission's proposed resuscitation standards. In alignment with TJC/CMS.
Doctor's Order for Outpatient Burn Care - Guideline	Revised	Clinical – Burn Care	Modified/revised for formatting purposes.
Privacy Incident Response	Revised	Hospital-wide – Compliance/Privacy	Modified/revised language to provide guidance for responding to known or suspected improper access, use or disclosure of Protected Health Information.

February 24, 2021 – Hospital Policy & Procedure Committee
24 Approved & 6 Retired

As part of our regular policy/procedure review, the attached policies have been reviewed and updated by the necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. Additionally, the policies/procedures were approved by the Hospital Policy/Procedure Committee, Hospital Quality & Safety Committee, and Medical Executive Committee. A summary of the changes to each policy is delineated below.

Follow Up: There are three (3) pending policies from the November 24th, 2020 MEC meeting:

1. Intracranial Pressure Monitoring and/or the Use of External Intracranial Drainage Monitoring System Guideline (Sent back to Trauma for Review - if Trauma Surgeons are inserting ICP, need competency for privileges/review of Trauma DOP) – Pending
2. Donation After Circulatory Determination of Death (DCDD) Guideline – Pending
3. Family Member Presence During Procedure Guideline – Pending

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
Patient Complaint, Grievance, and Insurance Inquiry Process	Revised	Hospital-wide – CQPS/Risk Management	Modified/revised to identify a designated point person to communicate with the patient and family in order to provide a seamless line of communication for resolution of the complaint. Assures an acknowledgment receipt is issued when a complaint is received via the feedback portal.
Outpatient Admittance	New	Hospital-wide – Imaging/procedural	Modified/revised language to include pre-procedural assessment procedure in alignment with Bylaws. Aligned with CMS guidelines/requirements of History and Physicals (H&P) being completed within 30 days for outpatient procedures.
Merging of Patient Duplicate Medical Records	New	Hospital-wide – HIM	Policy to standardize the process of duplicate patient records. Purpose of the policy is to reduce/eliminate Master Patient Index (MPI) duplicates, overlays, and

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
			perform patient account merges/unmerges.
Ambulatory Care Scanning Protocol	Revised	Ambulatory Care	Modified/revised language to change scanning at order level opposed to encounter level. Change will allow physicians/team members to locate the information in the electronic health record more efficiently.
COVID-19 Screening Process at Quick Cares _ Guideline	Revised	Ambulatory Care	Modified/revised to include telephone education guidelines for positive COVID-19 tests.
Early Closure of Offsite Clinics	Revised	Ambulatory Care	Modified/revised to include addendums.
Rehab Organizational Chart	Revised	Rehabilitation Services	Modified/revised organization chart/emergency call/telephone tree.
Supervision of Rehab Technicians	Revised	Rehabilitation Services	Modified/revised language in accordance with the Nevada State Board of Physical Therapy Examiners requirements.
EOC 2021 Management Plan/2020 Evaluation	Revised	Environment of Care (EOC)	Seven (7) Environment of Care (EOC) plans/evals were reviewed with goals & established plans for 2021: Emergency Preparedness, Fire Safety, Hazardous Materials and Waste Management, Bio Med/Clinical Engineering, Safety Management, Security/Public Safety & Utilities. All plans/evaluations were approved by the Environment of Care Committee.
High Risk Medications	Revised		Modifications/revised verbiage of Medical Safety Evaluation Committee to

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
		Medication Management/Pharmacy Services	Pharmacy & Therapeutics (P&T), Updated reference of ISMP 2008 to ISMP 2018, PSN to SI & Removal of policy numbers (New template/logo).
Management of Drug Shortages	Revised	Medication Management/Pharmacy Services	Modified/revised language to streamline processes with the notifications of shortage(s) and action plans. Notifications of drug alternative alerts are built in to the electronic health record.
Medication Formulary System	Revised	Medication Management/Pharmacy Services	Modified verbiage of MSE to Pharmacy & Therapeutics (P&T).
PRN Medication Orders	Revised	Medication Management/Pharmacy Services	Modified/revised with removal of policy numbers and update of related policies (name change – Procedural Sedation: Moderate & Deep).
Return/Destruction of Outdated Pharmaceuticals	Revised	Medication Management/Pharmacy Services	Review of the policy to facilitate the return of expired pharmaceuticals for credit when possible, and to assure the safe destruction in compliance with EPA and DEA standards of non-returnable pharmaceuticals. Updated to include reference to Pharmaceutical Waste Policy.
Provision of Care	Revised	Hospital-wide/Clinical	Modified/revised language to include minimums of core staffing as required by the State of Nevada for staffing, eliminated portions for services that are no longer provided and included services that are now provided.
	Revised	Nursing	Reviewed policy to assure compliance with Nevada

POLICY NAME	REVISION/ NEW/RETIRED	OWNER	SUMMARY
Death Pronouncement, Nursing			State Board of Nursing Statue.
Categorization of Patients	Revised	Hospital-wide/Clinical	Modified/revised to remove Pediatrics as the categorization of patients must be done by attending rather than NP/APRN.
Department Closure or Movement	Revised	Nursing	Modified/revised language to include current practices used during COVID.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Single Audit Report of Fiscal Year Ending June 30, 2020**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive and accept the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. *(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 of the schedule of expenditures (SEFA). All recommendations from the auditor will be addressed.

The auditors issued an unmodified opinion on the SEFA and released their report on March 10, 2021.

Cleared for Agenda
April 28, 2021

Agenda Item #
6

University Medical Center of Southern Nevada

AUDIT WRAP UP

June 30, 2020



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., Governing Board and Audit Committee) and, if appropriate, management of the Government and is not intended and should not be used by anyone other than these specified parties.

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6171 Las Vegas Blvd. South Suite 200
Las Vegas, NV 89119

March 10, 2021

Those Charged With Governance
University Medical center of Southern Nevada

Professional standards require us to communicate with you regarding matters related to the audit of the SEFA, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. On October 14, 2020 we presented an overview of our plan for the audit of the schedule of expenditures of federal awards (SEFA), of University Medical Center of Southern Nevada (“UMC” or the “Hospital”) as of and for the year ended June 30, 2020, 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 UMC’s accounting practices and policies, management’s judgments and estimates, SEFA disclosures, and other required matters.

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

Respectfully,

BDO USA, LLP

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Discussion Outline

Page

Status of Our Audit 3

Results of Our Audit 4

Internal Control Over Financial Reporting 5

Other Required Communications 6

Independence Communication 7

Status of Our Audit

We have completed our audit of the SEFA for the year ended June 30, 2020. 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 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 SEFA is free from material misstatements whether UMC has complied with applicable federal statutes, regulations, and terms and conditions of the federal awards that may have a direct and material effect on each of its major programs.
- The scope of the work performed was substantially the same as that described to you in our earlier audit planning communications.
- We have issued an unmodified opinion on both the SEFA and on compliance requirements that could have direct and material effect on each major federal program and released our report on March 10, 2021.
- 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 UMC personnel throughout the course of our work.

Results of Our Audit

ACCOUNTING PRACTICES, POLICIES, ESTIMATES

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

The UMC's significant accounting practices and policies are those included in Note 3 to the SEFA. 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 3 to the SEFA.

- There were no changes in significant accounting policies and practices during the year ended June 30, 2020.

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. There are no significant accounting estimates included in the SEFA.

CORRECTED AND UNCORRECTED MISSTATEMENTS

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

There were no uncorrected misstatements, other than those that were clearly trivial, related to SEFA and/or disclosures that we presented to management.

THE RESULTS OF OUR AUDIT BY SIGNIFICANT AREAS ARE OUTLINED BELOW:

- The federal programs included in the SEFA and subject to audit as a major program was as follows:
    - 93.918 Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease/Ryan White Capacity Funding - HIV
- Direct and material compliance requirements included:
    - Activities allowed or unallowed
    - Gov allowable costs and cost principles
    - Period of performance
    - Cash management
    - Procurement, suspension and debarment
    - Program income
    - Reporting
- Tests of controls and compliance were performed for the major federal program, no instances of noncompliance were identified.
- The Schedule of Expenditures of Federal Awards, and related disclosures, comply with requirements.

Internal Control Over Financial Reporting

In planning and performing our audit of the SEFA, we considered the UMC's internal control over the SEFA and compliance with the types of compliance requirements applicable to the major federal programs (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the SEFA, 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 and in a timely manner, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the UMC's internal controls over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Deficiency in 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.
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 the audit of the SEFA, we noted no material weaknesses.

Other Required Communications

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

Requirement	Discussion Points
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; risk of material misstatements, including fraud risks; or tips or complaints regarding the UMC'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 significant accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent accountants on the application of generally accepted accounting principles.
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 UMC's SEFA or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Other matters significant to the oversight of the UMC'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 UMC's financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter.

Independence Communication

Our engagement letter to you dated March 10, 2020 describes our responsibilities in accordance with professional standards and certain regulatory authorities and *Government Auditing Standards* with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the UMC with respect to independence as agreed to by the UMC. Please refer to that letter for further information.



UMC
UNIVERSITY MEDICAL CENTER

SINGLE AUDIT INFORMATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

YEAR ENDED JUNE 30, 2020

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

CONTENTS

Independent Auditor's Report on Compliance For Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 1

Schedule of Expenditures of Federal Awards 3
Notes to Schedule of Expenditures of Federal Awards 4
Schedule of Findings and Questioned Costs 5

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Independent Auditor's Report on Compliance For Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

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

Report on Compliance for Each Major Federal Program

We have audited the University Medical Center of Southern Nevada ("UMC" or the "Hospital"), a component unit of Clark County, Nevada compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of UMC's major federal programs for the year ended June 30, 2020. UMC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of UMC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about UMC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of UMC's compliance.

Opinion on Each Major Federal Program

In our opinion, UMC complied, in all material respects, with the types of 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, 2020.

Report on Internal Control Over Compliance

Management of UMC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered UMC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of UMC's 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of UMC as of and for the years ended June 30, 2020 and 2019, and have issued our report thereon dated January 15, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

BDO USA, LLP

Las Vegas, Nevada
March 10, 2021

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Indentifying Number	Provided to Subrecipients	Total Federal Expenditures
U.S. Department of Health and Human Services				
Department of Health and Human Services Direct Programs:				
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease (04/01/2019 - 03/31/2020)	**93.918**	**H76HA00166-25-00**	**$ -**	**$ 734,847**
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease (04/01/2020 - 03/31/2021)	**93.918**	**H76HA00166-26-00**	**-**	**102,840**
Grant to Provide Capacity Careware Funding with Respect to HIV Disease (09/01/2018 - 08/31/2019)	**93.918**	**P06HA32349-01-01**	**-**	**146,623**
Grant to Provide Covid Funding with Respect to HIV Disease (04/01/2020 - 03/31/2021)	**93.918**	**H7CHA37333-01-01**	**-**	**33,000**
Pass-through programs from Clark County, Nevada				
HIV Emergency Relief Project Grants (03/01/2019 - 02/28/2020)	**93.914**	**2H89HA06900**	**-**	**910,915**
HIV Emergency Relief Project Grants (03/01/2020 - 02/28/2021)	**93.914**	**2H89HA06900**	**-**	**380,045**
Total U.S. Department of Health and Human Services			**-**	**2,308,270**
Total Expenditures of Federal Awards			**$ -**	**$ 2,308,270**

See accompanying notes.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2020

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, 2020. 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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2020

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:

CFDA Number	*Name of Federal Program or Cluster*
93.918	Grant to Provide Outpatient Early Intervention Services with Respect to HIV Disease

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2020

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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Two to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Amendment Two to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 2 – same term
Amount: Amendment 2 – revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment 1, effective October 8, 2020, added the Qualified Health Plan Addendum.

This Amendment 2 requests to add a new plan (i.e., SelectHealth Med (HMO/POS) Network) to the existing Agreement effective May 1, 2021.

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.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 21, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
April 28, 2021

Agenda Item #
7

selecthealth®

AMENDMENT TWO TO PARTICIPATING FACILITY AGREEMENT

This Amendment Two to Participating Facility Agreement ("Amendment") is entered into as of the 1st day of May, 2021 ("Effective Date"), by and between SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital").

RECITALS

WHEREAS, Plan and Hospital have entered into a Participating Facility Agreement with an effective date of 27th day of May, 2020, as amended ("Agreement");

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, Plan and Hospital desire to amend the Agreement to add Hospital participation in the SelectHealth Med (HMO/POS) Network as set forth herein.

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibits A and B dated May 27, 2020 are hereby deleted in entirety and replaced with the attached Exhibits A and B dated May 1, 2021 to the SelectHealth Med (HMO/POS) Network participation.

2. Except as expressly stated herein, the remainder of the Agreement remains in full force and effect. All references to the Agreement shall include this Amendment Two.

SelectHealth, Inc.
SelectHealth Benefit Assurance, Inc.:

Print Name: Russ Kuzel, MD, MMM

Sign: Russ Kuzel
D48A05CC2C7344E...

Title: Chief Medical Officer

Date: 04/09/2021

University Medical Center of Southern Nevada:

Print Name: Mason Van Houweling

Sign: _____

Title: Chief Executive Officer

Date: _____

EXHIBIT A
SelectHealth Value (HMO) Network
SelectHealth Value (HMO/POS) Network
SelectHealth Med (HMO/POS) Network
Compensation Schedule

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

EXHIBIT B
SelectHealth Value (HMO) Network
SelectHealth Value (HMO/POS) Network
SelectHealth Med (HMO/POS) Network
Kidney Transplant

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

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:	SelectHealth, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5381 Green Street	**Website:** www.selecthealth.org
City, State and Zip Code:	Murray, UT 84123	**POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org
Telephone No:	800-538-5038	**Fax No:** 801-442-0776
Nevada Local Street Address: **(If different from above)**	1980 Fesitval Plaza Dr., Suite 930	**Website:** www.selecthealth.org
City, State and Zip Code:	Las Vegas, NV 89135	**Local Fax No:** NA
Local Telephone No:	800-538-5038	**Local POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org

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)
Patricia Rae Richards	President and CEO	
Kristin Roberts McCullagh	Secretary	
Thomas Joseph Risse	Vice President and CFO	
Gregory Martin Johnson	Treasurer	
Jerry Roy Edgington	Vice President	
David Alvin Lemperle	Vice President	
Russel John Kuzel	Vice President	
Robert Letcher White	Vice President	
Michael Antony Anglin	Director/Trustee	
Josh Allen England	Director/Trustee	
LeeAnne Burke Linderman	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Karla Kay Bergeson	Director/Trustee	
Maria Jean Garciaz	Director/Trustee	
Patricia Rae Richards	Director/Trustee	
Albert Rene Zimmerli	Director/Trustee	
Mark Richard Briesacher, MD	Director/Trustee	
Daniel Gerald Gomez	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

David Brett Sanford	Director/Trustee	
Alexander Marc Harrison, MD	Director/Trustee	
Maria Rocio Summers	Director/Trustee	

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

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

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

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

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

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

DocuSigned by:

01D2B0C0E0C0428...
Signature

Kristin McCullagh
Print Name

Counsel Senior/Division Director
Title

04/23/2020
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Number Seven to Participating Provider Agreement with SilverSummit Healthplan, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Amendment Number Seven to Participating Provider Agreement with SilverSummit Healthplan, Inc.; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 7 – same term
Amount: Amendment 7 – revenue based on volume
Out Clause: 90 days w/o cause prior to any anniversary period

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

BACKGROUND:

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

This Amendment 7 requests to add the MCO Directed Payment language into the Agreement from the State and County agreements effective May 1, 2021.

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.

Cleared for Agenda
April 28, 2021

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 April 21, 2021 meeting and recommended for approval by the Governing Board.

AMENDMENT NUMBER SEVEN
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Seven ("Amendment") is entered into as of May 1, 2021 (the, "Amendment Effective Date") by and between SilverSummit Healthplan, Inc. ("Health Plan") and University Medical Center of Southern Nevada ("Provider"), collectively referred to hereinafter as "Parties".

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the "Agreement") effective as of July 1, 2017 (defined in the Agreement as the "Effective Date"); and amended with Amendments One through Six; and

WHEREAS, the Parties desire to further amend the Agreement with this Amendment.

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

1. The following terms shall be added and incorporated into Article I, Definitions as follows:

   MCO Directed Payment Amount means the amount paid *quarterly* to Health Plan by DHHS to account for the enhanced rate that would have been paid under Medicaid fee-for-service Upper Payment Limit (UPL) methodologies for [inpatient and outpatient hospital] services provided by UMC to Health Plan's Medicaid enrollees, as provided for in Nevada's Medicaid State Plan. This amount will be equal to the amount paid to Health Plan that is attributed to the Directed Payments (as determined by DHHS through actuarial analysis prior to the start of each [Contract Year] and reconciled to actual encounter data at the conclusion of each [Contract Year]).

2. Delete Attachment A: Medicaid, Exhibit 6, Enhanced MCO Capitated Payment dated July 1, 2017 and *replace* it with the attached Attachment A: Medicaid, Exhibit 6, Medicaid/Nevada Check-Up, MCO Directed Payment dated May 1, 2021.

3. For hospital services rendered to all Members hereunder, Health Plan Medicaid/Nevada Check-Up shall pay to Provider, in addition to reimbursement specified elsewhere in the Agreement, the MCO Directed Payment Amount as set forth in Attachment A, Exhibit 6 dated May 1, 2021.

4. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

University Medical Center of Southern Nevada	**SilverSummit Healthplan, Inc.**
By: _____	By: _____
Print Name: Mason Van Houweling	Print Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

Attachment A: Medicaid
Exhibit 6
Medicaid/Nevada Check-Up
MCO Directed Payment

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

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: 98

Corporate/Business Entity Name:	Silversummit Healthplan, Inc	
(Include d.b.a., if applicable)		
Street Address:	7700 Forsyth Blvd	Website: https://www.silversummithealthplan.com/
City, State and Zip Code:	St. Louis, MO 63105	POC Name: Sarah Fox Email: Sarah.E.Fox@SilverSummitHealthPlan.com
Telephone No:	775.834-9227	Fax No: 725.251.6348
Nevada Local Street Address: **(If different from above)**	2500 N. Buffalo Drive, Suite 250	Website: https://www.silversummithealthplan.com/
City, State and Zip Code:	Las Vegas, Nevada 89128	Local Fax No: 725.251.6348
Local Telephone No:	775.834-9227	Local POC Name: Sarah Fox Email: Sarah.E.Fox@SilverSummitHealthPlan.com

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

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

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

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

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

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

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

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

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

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

Signature — Eric Schmacker

Print Name — ERIC RAND SCHMACKER

President/CEO — Title

7/1/2020 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Precise ID Price Change Amendment with Experian Health, Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Precise ID Price Change Amendment with Experian Health, Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: ID Validation for patient registration
Bid/RFP/CBE: NRS 332.115(1)(h) Computer Software
Term: 12 months
Amount: Price Change Amendment: $440,000; Total $704,184.40
Out Clause: 30 days without cause

BACKGROUND:

In December, 2016, Experian Health, Inc. and UMC entered into a Subscription Service Agreement ("Agreement") under which Experian Health, Inc. provides personal identification services to UMC patients through UMC's registration application. In 2020, UMC extended the Agreement via an amendment for an additional 36 months, through May, 2023 and added the Precise ID Product.

This Amendment provides UMC with a discounted rate for excess usage fees from $1.19 per transaction to $0.90 per transaction for the term of one year. This request is to approve the Price Change Amendment and $440,000 in additional funding to support estimated COVID response related fees through the remainder of the Agreement term. The total cost for this project is estimated at $704,184.40.

UMC's Chief Information Officer 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 April 21, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
April 28, 2021

Agenda Item #
9

Supplier	Customer	
Experian Health, Inc. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	Customer name and address	

Precise ID Price Change Amendment

This amendment (''Amendment'') shall be made a part of the Master Customer Agreement dated _____, including any schedules, addenda and amendments thereto (''Agreement'') between Experian Health, Inc. (''Experian Health'') and University Medical Center of Southern Nevada (''Customer'', and together with Experian Health collectively, the ''Parties''). The Amendment is subject to the Agreement which is hereby incorporated by reference. This Amendment shall be effective as of the date of signature by Experian Health (''Amendment Effective Date'').

PRICE CHANGE. Customer has been an existing user of Experian Health's Precise ID product. Recently, Experian Health has decided to make a product pricing discount available for a limited time. Customer's new transaction price specific to Precise ID shall be as listed below. Customer's pricing pursuant to the Agreement will not change after the Amendment Term as defined below. In other words, the pricing for Precise ID shall revert to the pricing prior to this Amendment (for the remainder of the Agreement's Term) after the Amendment Term without any further notice or amendments This price change shall be effective the first day of the first full month following the Amendment Effective Date. This price change shall not modify the existing term of the Agreement.

PRECISE ID TRANSACTION FEES. The Precise ID transaction fee ("PID Transaction Fee") during the Amendment Term shall be a **flat rate of $0.90 per transaction. This pricing is only available to Customers using the Epic HIS and only during the Amendment Term.**

PRECISE ID PRODUCT TERMS. All terms relating to the use of Precise ID by Customer as set forth in the Agreement are incorporated herein by reference, with the exception of the pricing terms which are modified as described in this Amendment.

TERM AND SURVIVAL. This Amendment shall continue for a term of 12 months from the Amendment Effective Date ("Amendment Term"). At the end of the Amendment Term, Customer's pricing shall revert back to its prior amounts under the Agreement. If the Term of the Agreement ends and is not renewed (or is terminated by either Party in accordance with its terms) prior to the end of the Amendment Term, the terms and conditions contained herein and those of the Agreement and most recent BAA will remain in full force and effect and will survive until the end of the Amendment Term. Otherwise, the Term of the Agreement is not modified by this Amendment. Experian Health reserves the right to rescind the offer in this Amendment if it is not signed within 45 days of being presented to Customer.

Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains in full force and effect. This Amendment may be executed by digital signature and in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.

IN WITNESS WHEREOF, an authorized representative of each of the Parties has executed this Amendment as of the dates written below.

EXPERIAN HEALTH, INC.		**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA_ ("CUSTOMER")**	
Signed By:		Signed By:	
Print Name:	Jeff Corley	Print Name:	Mason Van Houweling
Title:	Senior Director - Operations	Title:	Chief Executive Officer
Date:		Date:	

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:	Experian Health, Inc		
(Include d.b.a., if applicable)			
Street Address:	720 Cool Springs Blvd Ste. 200	**Website:**	www.experian.com/health
City, State and Zip Code:	Franklin, TN 37067	**POC Name:**	Drew Mercer
		Email:	drew.mercer@experian.com
Telephone No:	615-661-5657	**Fax No:**	615-376-3552
Nevada Local Street Address: (If different from above)		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:**	
		Email:	

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

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

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

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

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

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

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

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

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

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

Signature

Print Name: Jeff Corley

Title: Sr Director

Date: 11/27/18

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**McKesson Connect 340B Contract Pharmacy Load Forms with McKesson Corporation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the McKesson Connect 340B Contract Pharmacy Load Forms with McKesson Corporation; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717200 Funded Pgm/Grant: N/A
Description: 340B Contract Pharmacy Load onto McKesson Connect for twenty-six (26) Walmart Pharmacies
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services and NRS 332.115(4) – Goods commonly used by a hospital
Term: Commences on the date of last signature and continues for a period of twelve (12) months thereafter
Amount: Estimated annual cost is $1,003,131.20

Additional Comments: Enhanced savings/revenue by expanding our 340B contract pharmacy network

BACKGROUND:

In September, 2020, the Governing Board approved UMC's 340B Pharmacy Services Agreement with Walmart, Inc. to allow Walmart to utilize 340B medications to fill prescriptions for UMC eligible patients of the program. This request is to approve two new McKesson Connect 340B Contract Pharmacy Load Forms ("Agreement") with McKesson Corporation ("McKesson"), a pharmaceutical wholesaler. The Agreements are necessary to enable McKesson to load twenty-six (26) Walmart 340B contract pharmacies onto the McKesson Connect platform, an online pharmaceutical ordering platform for reporting and order tracking, among other things. The average monthly spend for each account is estimated to be approximately $3,300.00 per pharmacy.

The Agreement term shall commence on the last date of authorized signature by the parties ("Effective Date"), and shall continue thereafter for a period of twelve (12) months. Staff also requests authorization for the Hospital CEO to exercise renewal options at his discretion, if deemed beneficial to UMC.

Cleared for Agenda
April 28, 2021

Agenda Item
10

UMC's Pharmacy Services Director and Supervisor have reviewed and recommend approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

McKesson Corporation is a registered foreign corporation able to do business in Clark County, Nevada.

Thank you for your interest in becoming a McKesson 340B covered entity /contracted pharmacy.

Please use the following checklist to guide you through the process.

If you do not have access to McKesson *Connect*, our online ordering tool, you, the Covered Entity, must complete the McKesson *Connect* 340B Contract Pharmacy Load Form, filling in the yellow highlighted fields. If you are already have access to McKesson *Connect* and have a user ID, please provide that information.

Please complete all forms and requirements. Return them with the checklist to McKesson via your third party vendor. Once all documentation is received in its' entirety by McKesson, we will begin processing.

When your McKesson *Connect* access is ready, you will receive a follow-up email with your user ID and password from our eCommerce Technical Support team along with training support information about how to use the system and pay invoices.

Sincerely,

Your McKesson 340B Team

McKesson Corporation
One Post Street
San Francisco, CA 94104

www.mckesson.com

McKESSON

McKesson 340B Covered Entity/Contracted Pharmacy – Form Checklist for New Covered Entity Customer

Please note requirements for both the Covered Entity and Contracted Pharmacy, both components are required for this type of account set-up.
This sheet must be completed and submitted back to McKesson via the 3rd party vendor with the packet.
If you are NOT using a 340B Software Vendor please submit back to your Field Account Manager.

SD01-P V.11-19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Walmart	DSH290007	Omnicell
Covered Entity (Legal Business Name/Sold To)	**Contract Pharmacy (DBA or Business Trade Name)**	**340B ID# (Mandatory)**	**340B Software Solutions Vendor(s)**

AS0253219
Covered Entity DEA

Covered Entity Forms and Requirements

☒ 1. To initiate access to McKesson Connect, link to this form, complete, and email this form back with the packet to your designated contact.
Please note that this access request is only for the designated members of the covered entity.
a. To complete form, click on second worksheet tab titled "users".
b. Enter the user name and user email in the yellow highlighted sections.
c. ***USER ID*** must be populated if the user has an existing ID with McKesson or the set up will not be completed properly.
d. This is the system/tool that you will look up your invoices for these accounts.

☒ 2. The OPA Website has been updated and is accurate (attach HRSA screenshot) "Bill to" is the 340B covered entity's information per the OPA website and the "ship to" information is specific to the contract pharmacy.

☒ 3. Completed McKesson Credit Application:

☒ McKesson Account Set-up Form (est. monthly purchases required)

☒ Terms and Conditions Form. ***Please note:*** ACH is the preferred payment term on all new accounts; not selecting this could impact the credit manager's final decision

☒ Voided check per the executed ACH agreement or bank letter containing legal name, account number and routing number.

☒ Copies of the 340B covered entity's 2 most recent annual balance sheets and income statements

☒ Copies of the 340B covered entity's 3 most recent and consecutive months of vendor statements, please note this must equate to a 3 month period.

☒ State Tax Certification- requested current copy for all nonprofit entities with every set up request and based on shipping location. If State Tax Certification is not provided at account set up, Covered Entity will be subject to applicable state taxes.

☒ 4. Covered Entity Authorization/Pricing Consent Form. If there is affiliation with two 340B Software Vendors due to Gateway processing you must list both.

☒ 5. Invoice Type Selection Document

☒ 6. McKesson Plasma & Biologics Account Questionnaire/Set Up Document: This is required in order to purchase MPB items on a MPB correlating account. This correlating account will be established after the new Pharma account is fully set up.
If you decline this option please sign here.
I DO NOT want a correlating MPB account for the accounts being requested in this application: _____ Date_____

Contract Pharmacy Forms and Requirements

☒ Current McKesson distribution retail customer? ☒ Yes ☐ No Account# 795371
(Spreadsheet can be provided with ship-to account numbers by ship to location BUT the ship to detail must also be listed as required within the body of the application.)

☐ If Non-McKesson distribution retail contract pharmacy customer please include:

☐ Pharmacy's DEA License ☐ Pharmacy's State Pharmacy License ☐ Resale Certificate ☐ CS License (when applicable)

Tiffany Perry on behalf of Brian Pomykacz — Completed by
4/7/2021 — Date

This information is to be completed in its' entirety before submission to McKesson without exception. Any omission of information could cause indefinite delays in the implementation process.

Information regarding the account set up process:

- **A wet signature is required on the application. Stamped or electronic signatures will not be accepted.**
- **Who fills out this form?** This form is intended for the Covered Entity to fill out and submit.
- **Who is the form submitted to upon completion?** If the covered entity is working with a 3rd party software vendor the application must be submitted to that software vendor. If the covered entity is NOT working with a 3rd party software vendor the application must be submitted back to the applicable field account manager.
- **How do we know when the account set up is finalized?** The McKesson PHS/340B Team provides weekly updates to our 3rd party software vendors and they will update the applicant accordingly. If you are not with a 340B software vendor please contact your field account manager.
- **How long does it take?** This varies based on the information provided on the application, credit review and applications currently in-queue. It is of upmost importance to provide all necessary information on the above checklist as well as an application that is fully completed.
- **Can I make changes to the wording on the application?** No, it is not meant to be updated, altered or changed. We cannot accept an application that has strikethroughs or additional language added.
- **ACH is a required payment method**

McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

CUSTOMER APPLICATION

(Please print in block letters) CD01-P V.11-19

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	https://www.umcsn.com/		88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	Las Vegas	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information: ☐ If more than 1 Ship-to, please attach multiple Ship-to's Information

Wal-Mart # 02884	$ 8,405.07	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
8060 West Tropical Pkwy	Las Vegas	NV	89149	
Ship to Address	City	State	Zip	

Julie Howard			jhoward@walmart.com
Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

1931	2020	NV	Has applicant, applicant's parent or affiliates ever filed for bankruptcy? ☑ No ☐ Yes, attach explanation
YEAR established	**YEAR Current Ownership**	**State Org**	

Ownership Type: ☐ Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company ☐ Private Corp ☐ Public Corp ☐ Professional Corp ☐ Non-Profit Corp ☑ Government

Principal Owner(s) or Stockholder(s)	**% Ownership(s)**

NAME OF CONTROLLING ENTITY (if any)	Applicant's relationship to controlling entity	Phone

Address of Controlling Entity	City	State	Zip

REFERENCES:

See attached			
Primary Bank/Financial Institution	Account Number	Contact Name	Phone
See attached			
Primary Supply Provider	Account Number	Contact Name	Phone
See attached			
Primary Technology Provider	Account Number	Contact Name	Phone

Additional Information Required (If applicable, please attach these documents to this application):

- ☑ Copy of Resale/Tax Exemption Certificate
- ☑ Copy of DEA Registration, State Pharmacy License, or Medical License
- ☑ Copies of 3 most recent and consecutive primary supplier statements
- ☑ Annual Financial Statements for the past 2 years (including balance sheet, income statement, and cash flow statements)

AS0253219	80200100	IA00644
DEA#	HIN#	Medical License # & State

This section applies to all accounts with MCKESSON CORPORATION and its affiliated companies ("McKesson")

Customer agrees to abide by (I) standard terms of sale provided or made available by McKesson and/or shown on McKesson's invoices or statements and (II) any written agreement or terms of sale with McKesson governing Customer's account. Customer agrees to pay for all purchases, fees and other charges incurred by Customer or an authorized user on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed to a third-party agent on behalf of Customer). Any payment made after the net due date shall result in the loss of any prompt cash payment discount specified on the related invoice or statement and Customer shall pay the gross amount plus any applicable service charges. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson Corporation or any of its affiliates. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders to Customer if McKesson concludes that (I) there has been a material adverse change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

Customer represents that it is entitled to discounted prices from manufacturers as it has notified McKesson ("**Contract Prices**"). In consideration of McKesson allowing Customer to purchase products at Contract Prices, Customer represents that McKesson will be paid by the appropriate manufacturer the difference between McKesson's acquisition price and the Contract Price ("**Chargeback**") and Customer will be liable to McKesson for any unpaid Chargeback if any manufacturer (I) denies a Chargeback for any reason, (II) makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of its property or a proceeding is begun which will substantially impair its ability to pay Chargebacks or (III) fails to pay McKesson Chargebacks for any reason other than McKesson's gross negligence.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from any public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a McKesson representative, and that all information is complete and correct. Customer agrees that McKesson will be relying on such information and will notify McKesson of any material changes to such information.

Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

By signing below, the undersigned authorized McKesson to order a consumer report related to the business principal(s) to determine credit eligibility.

	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

ACCOUNT SET UP FORM

(Please print in block letters)

CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	https://www.umcsn.com/		88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	Las Vegas	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 02593	$ 4,850.53	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
2310 E Serene Avenue	Las Vegas		NV	89123
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 05070	$ 4,074.40	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
5200 S Fort Apache Road	Las Vegas		NV	89148
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 01559	$ 4,696.80	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
201 North Nellis Blvd	Las Vegas		NV	89110
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 02838	$ 3,277.20	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
540 Marks Street	Henderson		NV	89014
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate

☑ Copy of DEA Registration, State Pharmacy License, or Medical License

AS0253219	80200100	IA00644
DEA#	HIN#	Medical License # & State

This section applies to all accounts with MCKESSON CORPORATION and its affiliated companies ("McKesson")

Customer agrees to abide by (I) standard terms of sale provided or made available by McKesson and/or shown on McKesson's invoices or statements and (II) any written agreement or terms of sale with McKesson governing Customer's account. Customer agrees to pay for all purchases, fees and other charges incurred by Customer or an authorized user on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed to a third-party agent on behalf of Customer). Any payment made after the net due date shall result in the loss of any prompt cash payment discount specified on the related invoice or statement and Customer shall pay the gross amount plus any applicable service charges. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson Corporation or any of its affiliates. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders to Customer if McKesson concludes that (I) there has been a material adverse change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

Customer represents that it is entitled to discounted prices from manufacturers as it has notified McKesson ("**Contract Prices**"). In consideration of McKesson allowing Customer to purchase products at Contract Prices, Customer represents that McKesson will be paid by the appropriate manufacturer the difference between McKesson's acquisition price and the Contract Price ("**Chargeback**") and Customer will be liable to McKesson for any unpaid Chargeback if any manufacturer (I) denies a Chargeback for any reason, (II) makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of its property or a proceeding is begun which will substantially impair its ability to pay Chargebacks or (III) fails to pay McKesson Chargebacks for any reason other than McKesson's gross negligence.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from any public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a McKesson representative, and that all information is complete and correct. Customer agrees that McKesson will be relying on such information and will notify McKesson of any material changes to such information.

Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

ACCOUNT SET UP FORM

(Please print in block letters)

CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	https://www.umcsn.com/		88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	Las Vegas	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 03788	$ 3,722.13	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
6310 West Charleston Blvd	Las Vegas		NV	89146
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 04557	$ 3,454.27	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
3075 East Tropicana	Las Vegas		NV	89121
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03728	$ 3,099.73	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
3950 West Lake Mead Blvd	North Las Vegas		NV	89032
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 05306	$ 3,117.47	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
5545 Simmons Street	North Las Vegas		NV	89031
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate	AS0253219	80200100	IA00644
☑ Copy of DEA Registration, State Pharmacy License, or Medical License	DEA#	HIN#	Medical License # & State

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Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKESSON McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

ACCOUNT SET UP FORM
(Please print in block letters) CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	https://www.umcsn.com/		88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	Las Vegas	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 03355	$ 2,250.93	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
1400 South Lamb Blvd	Las Vegas	NV	89104	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03350	$ 2,439.87	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
5198 Boulder Highway	Las Vegas	NV	89122	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 04339	$ 4,172.93	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
5940 Losee Road	N Las Vegas	NV	89081	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 01560	$ 3,115.07	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
6005 S. Eastern Ave	Las Vegas	NV	89119	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate	AS0253219	80200100	IA00644
☑ Copy of DEA Registration, State Pharmacy License, or Medical License	DEA#	HIN#	Medical License # & State

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	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKESSON McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

ACCOUNT SET UP FORM
(Please print in block letters) CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	https://www.umcsn.com/		88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
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Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
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Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 01838	$ 3,614.67	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
3041 North Rainbow Blvd	Las Vegas		NV	89108
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 05101	$ 2,716.93	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
300 South Highway 160	Pahrump		NV	89048
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 02592	$ 3,405.33	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
1807 W. Craig Rd	N. Las Vegas		NV	89032
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03473	$ 2,800.93	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
4505 West Charleston Blvd	Las Vegas		NV	89102
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate	AS0253219	80200100	IA00644
☑ Copy of DEA Registration, State Pharmacy License, or Medical License	DEA#	HIN#	Medical License # & State

This section applies to all accounts with MCKESSON CORPORATION and its affiliated companies ("McKesson")

Customer agrees to abide by (I) standard terms of sale provided or made available by McKesson and/or shown on McKesson's invoices or statements and (II) any written agreement or terms of sale with McKesson governing Customer's account. Customer agrees to pay for all purchases, fees and other charges incurred by Customer or an authorized user on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed to a third-party agent on behalf of Customer). Any payment made after the net due date shall result in the loss of any prompt cash payment discount specified on the related invoice or statement and Customer shall pay the gross amount plus any applicable service charges. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson Corporation or any of its affiliates. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders to Customer if McKesson concludes that (I) there has been a material adverse change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

Customer represents that it is entitled to discounted prices from manufacturers as it has notified McKesson ("**Contract Prices**"). In consideration of McKesson allowing Customer to purchase products at Contract Prices, Customer represents that McKesson will be paid by the appropriate manufacturer the difference between McKesson's acquisition price and the Contract Price ("**Chargeback**") and Customer will be liable to McKesson for any unpaid Chargeback if any manufacturer (I) denies a Chargeback for any reason, (II) makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of its property or a proceeding is begun which will substantially impair its ability to pay Chargebacks or (III) fails to pay McKesson Chargebacks for any reason other than McKesson's gross negligence.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from any public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a McKesson representative, and that all information is complete and correct. Customer agrees that McKesson will be relying on such information and will notify McKesson of any material changes to such information.

Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKesson Corporation and its Affiliated Companies (collectively referred to as "**McKesson**")

TERMS AND CONDITIONS

(Please print in block letters) CD03-P V.11-19

Legal Company Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA Customer DBA Name: _____

Address: 1800 W Charleston Blvd. City: Las Vegas State: NV Zip: 89102

CUSTOMER SET UP & AUTHORIZATION FOR AUTOMATED CLEARING HOUSE ("ACH") CREDITS AND DEBITS (electronic payment)

Bank Name: [redacted] Bank Transit ABA#: [redacted]

Bank Adress: [redacted] Bank Account #: [redacted]

City: Las Vegas State: NV Zip: 89155-1220 Bank Phone Number: [redacted]

Statement-delivery preference: Check ONE: ☒ Email ☐ Fax

Authorized Contact Name: Douglas Metzger (Controller) Phone: _____ Fax: _____

Email: Douglas.Metzger@umcsn.com Alternate Contact Name/Phone: _____

********** **IMPORTANT**: Please attach a copy of a voided check **********

Customer authorizes McKesson Corporation, A Delaware Corporation, for itself and as collection agent for any of its affiliates (collectively "**McKesson**"), to initiate ACH credit and debit entries to/from Customer's business account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorizes the financial institution named above (the "**Institution**"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full force and effect until McKesson's Credit Department has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understands that Customer has the legal right to stop payment of an ACH credit or debit entry by notification to Institution; provided, prior to such action, Customer shall give McKesson 30 days written notice to permit McKesson to take any necessary actions to avoid disruptions in payments from Customer. Customer agrees to follow NACHA rules applicable to ACH transactions.

Customer agrees to pay for all purchases, services, fees and other charges incurred by Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of Customer). Customer agrees to pay all reasonable attorney fees and expenses or costs incurred by McKesson in enforcing its rights to collect amounts due from Customer. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to Customer if McKesson concludes that (I) there has been a material change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

Mason Van Houweling	Chief Executive Officer	
AUTHORIZED SIGNATURE	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

This section applies to all accounts with MCKESSON CORPORATION DRUG COMPANY

Please select one: ☐ **Weekly Payment Terms:** Purchases for invoices from Monday – Friday are due by Tuesday of the following week via Automated Clearinghouse (ACH) or other Electronic Funds Transfer (EFT) method acceptable to McKesson. The debit will be initiated by McKesson.

☒ **Semi-Monthly Payment Terms:** Payment is made from statement, with invoices dated from the 1st – 15th due at McKesson's "remit to" address on the 25th and invoices dated from the 16th – the last day of the month due at McKesson's "remit to" address on the 10th of the following month via Automated Clearinghouse (ACH) or other Electronic Funds Transfer (EFT) method acceptable to McKesson. The debit will be initiated by McKesson.

Security Interest: In order to secure timely and full payment and performance of all present and future obligations of Customer to McKesson Corporation and any of its affiliates (collectively referred to as "**McKesson**") (all collectively referred to as the "**Obligations**"), including, without limitation, all promissory notes, direct loans or sales on credit, Customer hereby grants to McKesson Corporation, for the benefit of McKesson, a security interest in all of Customer's right, title and interest in and to its personal property, whether now owned or hereafter acquired, including, without limitation, all Accounts, Cash, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health Care Insurance Receivables, Instruments, Inventory, Investment Property, Letter-of-Credit Rights and promissory notes, together with all attachments, replacements, substitutions, additions and accessions, and all Proceeds and products thereof and all books and records relating to any of the foregoing (collectively, the "**Collateral**"). Capitalized terms used herein that constitute Collateral shall have the meanings given to such terms under the California Uniform Commercial Code. All items of Collateral shall remain personal property and not become part of any real estate regardless of the manner of affixation. The security interest granted hereby shall be deemed to constitute a purchase money security interest in any and all Collateral (including, without limitation, all Goods, Inventory and Equipment) purchased by Customer either directly from McKesson (thereby securing payment of the purchase price) or from a third party using proceeds of loans or advances made by McKesson (thereby securing repayment of such loans or advances). Customer authorizes McKesson to send notices to any other persons claiming a security interest in any of the Collateral. **By its signature below, Customer acknowledges that McKesson Corporation shall file a UCC-1 financing statement with the applicable state agency in order to perfect the security interest granted hereby.**

AUTHORIZED SIGNATURE	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

Guaranty: The undersigned (individually or collectively, the "**Guarantor**") hereby jointly and severally guarantees to McKesson Corporation and its affiliates (collectively referred to as "**McKesson**") that Customer will fully and promptly perform and pay all its present and future obligations to McKesson, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with McKesson or otherwise acquired by McKesson. This guaranty applies to all of Customer's obligations to McKesson, even if such obligations are invalid or unenforceable against Customer for any reason and even if any security for such obligations is insufficient, invalid, unenforceable or not perfected. This guaranty is an absolute and unconditional guaranty of payment. It is a continuing guaranty and covers any future extensions of credit by McKesson to Customer. This guaranty is a guaranty of payment when due and not merely of collectability after judgment or other action against Customer.

McKesson may at any time, without Guarantor's consent, without notice to Guarantor and without affecting or impairing Guarantor's obligations under this guaranty, do any of the following: (I) renew, modify (including any increase or decrease in the rate of interest), or extend any obligations of Customer, of co-guarantors (whether hereunder or under a separate agreement) or of any other party at any time directly or contingently liable for the payment of any of Customer's obligations; (II) enter into additional extensions of credit to Customer; (III) accept partial payments of Customer's obligations; (IV) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of Customer's obligations and the security therefore in any manner; (V) consent to the transfer of security; or (VI) bid and purchase at any sale of security. Guarantor agrees, without McKesson first having to proceed against Customer or any security held by McKesson, to pay on demand (I) all sums due and to become due to McKesson from Customer and (II) all losses, costs, attorney's fees or expenses which may be suffered by McKesson by reason of Customer's default on its obligations or Guarantor's default under this guaranty. Guarantor agrees to pay on demand any deficiency resulting from a sale of security held by McKesson even if the sale is made without notice to Guarantor. Guarantor's obligations under this guaranty are independent of and separate from the obligations of Customer. Upon the occurrence and during the continuance of any default by Customer, McKesson can sue any Guarantor separately from Customer, whether or not McKesson sues Customer in such lawsuit and whether or not McKesson sues Customer in a separate lawsuit. If McKesson elects to proceed with any course of action under this guaranty or against Customer, that election shall not preclude McKesson from taking any other course of action. This guaranty shall not be affected by any termination or change in the relationship between Guarantor and Customer. Guarantor assumes all responsibility for keeping informed of (I) Customer's financial condition and assets, (II) all other circumstances bearing upon the risk of nonpayment of Customer's obligations to McKesson and (III) the nature, scope and extent of the risks which Guarantor assumes and incurs under this guaranty. Guarantor agrees that McKesson shall have no duty to advise Guarantor of information known to McKesson regarding such circumstances or risks. Guarantor waives (I) notice of McKesson's acceptance of this guaranty, (II) presentment, demand, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to McKesson by Customer, (III) any other demands and notices required by law and (IV) all set-offs and counterclaims.

Name (Guarantor 1): _____ Home Address: _____ City: _____ State: _____ Zip: _____

Guarantor 1 Signature: _____ Date: _____ Last 4 digit SSN: _____

(This section must be signed by an owner/principal)

Name (Guarantor 2): _____ Home Address: _____ City: _____ State: _____ Zip: _____

Guarantor 2 Signature: _____ Date: _____ Last 4 digit SSN: _____

(This section must be signed by an owner/principal)

McKESSON

Price File and/or EDI Transmission Authorization

SD02-P V.11-19

Covered Entity Authorization

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Covered Entity") Omnicell/Macro Helix ("Recipient")

Name of Facility **Recipient of 340B Price Files (list all if there is more than one)**

DSH290007

340B ID of Covered Entity

Covered Entity hereby directs McKesson Corporation ("McKesson") to deliver the following pricing to Recipient: ***(Check one or both)*** ☒ Your 340B Pricing ☐ GPO Pricing ☐ WAC Account (If existing accounts please list below.)

OR

Contract/Retail Pharmacy Authorization- Please see disclaimer information below marked by **

_____ ("Contract Pharmacy") _____ ("Recipient")

Contract/Retail Pharmacy hereby directs McKesson Corporation ("McKesson") to deliver the following pricing to Recipient:
(Check only option box) ☐ Your Retail Pharmacy Pricing

This authorization shall continue until Covered Entity and/or Contract/Retail Pharmacy is no longer a pharmaceutical distribution customer of McKesson or Covered Entity revokes this authorization in writing, whichever occurs first. Further, Covered Entity or Contract/Retail Pharmacy (as applicable) hereby agrees to defend, indemnify and hold harmless McKesson from any and all liability arising out of or due to McKesson's delivery of pricing information to Recipient as directed by this authorization.

If " 340B Pricing" is selected, Recipient shall be provided the 340B Pricing for the limited purpose of permitting Recipient to provide certain 340B software services for the sole benefit of Covered Entity. Further, prior to McKesson's disclosure of 340B Pricing, Covered Entity shall have first obtained Recipient's written agreement to keep such 340B Pricing confidential. Covered Entity shall be and remain responsible for any breach by Recipient of such confidentiality obligation.

If "GPO Pricing" is selected, Covered Entity agrees to deliver to McKesson, prior to McKesson's disclosure of GPO Pricing to Recipient, written confirmation from Covered Entity's GPO(s) upon request based on the GPO agreement, that McKesson is authorized to release the GPO Pricing pursuant to this authorization.

**Contract/Retail Pharmacy's can only authorize their price files to submitted to the "Recipient", McKesson cannot receive authorization from a Contract/Retail Pharmacy to release any other entities price files/information to "Recipient". Account information and EDI Transactions must be listed below, exact account number must be reflected or authorization will not be granted. Recipient will not use price files outside the scope of its 340B relationship with the 340B covered entity and further agrees not to disclose to any other 3rd party.

Please return this authorization directly to Recipient.

Duly executed on behalf of Covered Entity or Contract Pharmacy as of the date written below:

_____ Mason Van Houweling Chief Executive Officer _____

Signature Name Title Date

Acct Name	Acct Number	PHS, GPO, WAC OR Contract/Retail Pharmacy Account number.	EDI Transactions Authorized

McKesson 340B/PHS Invoice Type Selection Document

Invoice Information: There are multiple ways that you can receive your invoice: McKesson Connect, Fax or Email. McKesson Connect will be set up for **all 340B** accounts via the form submitted in step 1 of this document. If you also would like to receive your invoice via fax or email please provide this information in the Invoice Request Form attached.

Covered Entity Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

In addition to the ability to download these invoices from McKesson Connect we also prefer to receive our invoices via:

- ☐ Fax
- ☑ Email

Please fill out applicable information below based on your selection above.

- Existing 340B Accounts please list all information.
- New 340B Accounts that are being set up with this application please fill out only the Email Address or Fax number in one line. Once the accounts are set up McKesson will populate the rest and submit to our internal team to set up either the fax or the email option you have selected. Please only select and populate the fax or the email address.

Date	Account Number	Account Name	Email Address	Fax Number (10 digits)
			Yvonne.Gant@umcsn.com	

****This is for 340B/PHS accounts ONLY****

McKESSON

McKesson Plasma & Biologics New Account Information

One advantage of opening an account with McKesson is gaining access to our McKesson Plasma and Biologics product portfolio. To ensure that your new McKesson account includes McKesson Plasma and Biologics catalog access and order functionality, please fill out the information below. A Plasma Account Representative will contact you after full set up of your new Pharma PHS/340B accounts to update you on the status of your account as well as provide a brief McKesson Plasma and Biologics overview.

For further questions POST SET-UP, contact us directly at 1-877-625-2566, option 1. Please do not contact prior to the Pharma PHS/340B accounts being set up, this will cause possible delays in the set up process.

Name of Account:_____ Acct #:_____

If this is a part of a new account set up application, your McKesson team will populate this information.

Contact Info (Covered Entity Director of Pharmacy/Pharmacy Buyer)

Name: Brian Pomykacz Phone #: 702-765-7978

Email: Brian.Pomykacz@umcsn.com

Invoice Delivery Method (must complete at least one)

Fax #:_____-_____-_____ Email: Douglas.Metzger@umcsn.com

EDI (list 3rd Party Vendor):_____

Connect Access (User ID or email):_____

340B Splitting Software/Third Party Vendor. If applicable, name of company:_____

Please note that some McKesson Plasma and Biologics items have distribution restrictions set by the manufacturers.

For Internal Use Only
If multiple accounts are being set up please list all accounts below for submission to our MPB Team. Insert acct numbers and names below via SAP extract.

McKesson Plasma and Biologics LLC
2615 Medical Center Parkway Suite 1580
Murfreesboro, TN 37129

www.mckesson.com

MCKESSON

Pharmacy E-Prescribing Attestation

Dear: University Medical Center

According to our records, you are a DEA-registered pharmacy customer.

Pursuant to McKesson's commitment only to distribute opioids to customers who can accept e-prescribing for controlled substances **by December 31, 2019**, please review and confirm the following statements:

DEA Registration No. AS0253219

The pharmacy is currently enabled to accept e-prescribing for controlled substances or will be compliant by December 31, 2019.

Initial one: **Yes** _____ **No** _____

The pharmacy dispenses to prescribers for in-office dispensing or administration only.

Initial one: **Yes** _____ **No** _____

The individual below is authorized to sign this attestation.

Signature: _____
Printed name: Mason Van Houweling
Title: Chief Executive Officer
Date: _____

***** If you initialed "No," to both statements above, *you will no longer be able to purchase controlled substances from McKesson, effective January 1, 2020*, until you are able to accept e-prescribing for all controlled substances. *****

If you initialed "Yes," to either statement above, you must notify your McKesson Account Manager in writing or via email if the attestation no longer applies (i.e., you can no longer accept e-prescribing or in-office dispensing or administration no longer applies).

Thank you for your assistance and cooperation in this effort.

SingleDEA_MHS_MMS_MSH Attestation #:

Thank you for your interest in becoming a McKesson 340B covered entity /contracted pharmacy.

Please use the following checklist to guide you through the process.

If you do not have access to McKesson *Connect*, our online ordering tool, you, the Covered Entity, must complete the McKesson *Connect* 340B Contract Pharmacy Load Form, filling in the yellow highlighted fields. If you are already have access to McKesson *Connect* and have a user ID, please provide that information.

Please complete all forms and requirements. Return them with the checklist to McKesson via your third party vendor. Once all documentation is received in its' entirety by McKesson, we will begin processing.

When your McKesson *Connect* access is ready, you will receive a follow-up email with your user ID and password from our eCommerce Technical Support team along with training support information about how to use the system and pay invoices.

Sincerely,

Your McKesson 340B Team

McKesson Corporation
One Post Street
San Francisco, CA 94104

www.mckesson.com

McKESSON

McKesson 340B Covered Entity/Contracted Pharmacy – Form Checklist for New Covered Entity Customer

Please note requirements for both the Covered Entity and Contracted Pharmacy, both components are required for this type of account set-up.
This sheet must be completed and submitted back to McKesson via the 3rd party vendor with the packet.
If you are NOT using a 340B Software Vendor please submit back to your Field Account Manager.

SD01-P V.11-19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Walmart	DSH290007	Omnicell
Covered Entity (Legal Business Name/Sold To)	Contract Pharmacy (DBA or Business Trade Name)	340B ID# (Mandatory)	340B Software Solutions Vendor(s)

AS0253219
Covered Entity DEA

Covered Entity Forms and Requirements

- ☑ 1. To initiate access to McKesson Connect, link to this form, complete, and email this form back with the packet to your designated contact.
  Please note that this access request is only for the designated members of the covered entity.
  a. To complete form, click on second worksheet tab titled "users".
  b. Enter the user name and user email in the yellow highlighted sections.
  c. ***USER ID*** must be populated if the user has an existing ID with McKesson or the set up will not be completed properly.
  d. This is the system/tool that you will look up your invoices for these accounts.
- ☑ 2. The OPA Website has been updated and is accurate (attach HRSA screenshot) "Bill to" is the 340B covered entity's information per the OPA website and the "ship to" information is specific to the contract pharmacy.
- ☑ 3. Completed McKesson Credit Application:
  - ☑ McKesson Account Set-up Form (est. monthly purchases required)
  - ☑ Terms and Conditions Form. ***Please note:*** ACH is the preferred payment term on all new accounts; not selecting this could impact the credit manager's final decision
  - ☑ Voided check per the executed ACH agreement or bank letter containing legal name, account number and routing number.
  - ☑ Copies of the 340B covered entity's 2 most recent annual balance sheets and income statements
  - ☑ Copies of the 340B covered entity's 3 most recent and consecutive months of vendor statements, please note this must equate to a 3 month period.
  - ☑ State Tax Certification- requested current copy for all nonprofit entities with every set up request and based on shipping location. If State Tax Certification is not provided at account set up, Covered Entity will be subject to applicable state taxes.
- ☑ 4. Covered Entity Authorization/Pricing Consent Form. If there is affiliation with two 340B Software Vendors due to Gateway processing you must list both.
- ☑ 5. Invoice Type Selection Document
- ☑ 6. McKesson Plasma & Biologics Account Questionnaire/Set Up Document: This is required in order to purchase MPB items on a MPB correlating account. This correlating account will be established after the new Pharma account is fully set up.
  If you decline this option please sign here.
  I DO NOT want a correlating MPB account for the accounts being requested in this application: _____ Date_____

Contract Pharmacy Forms and Requirements

- ☑ Current McKesson distribution retail customer? ☑ Yes ☐ No Account# 795371
  (Spreadsheet can be provided with ship-to account numbers by ship to location BUT the ship to detail must also be listed as required within the body of the application.)
- ☐ If Non-McKesson distribution retail contract pharmacy customer please include:
  - ☐ Pharmacy's DEA License ☐ Pharmacy's State Pharmacy License ☐ Resale Certificate ☐ CS License (when applicable)

Tiffany Perry on behalf of Brian Pomykacz — Completed by
4/7/2021 — Date

This information is to be completed in its' entirety before submission to McKesson without exception. Any omission of information could cause indefinite delays in the implementation process.

Information regarding the account set up process:

- **A wet signature is required on the application. Stamped or electronic signatures will not be accepted.**
- **Who fills out this form?** This form is intended for the Covered Entity to fill out and submit.
- **Who is the form submitted to upon completion?** If the covered entity is working with a 3rd party software vendor the application must be submitted to that software vendor. If the covered entity is NOT working with a 3rd party software vendor the application must be submitted back to the applicable field account manager.
- **How do we know when the account set up is finalized?** The McKesson PHS/340B Team provides weekly updates to our 3rd party software vendors and they will update the applicant accordingly. If you are not with a 340B software vendor please contact your field account manager.
- **How long does it take?** This varies based on the information provided on the application, credit review and applications currently in-queue. It is of upmost importance to provide all necessary information on the above checklist as well as an application that is fully completed.
- **Can I make changes to the wording on the application?** No, it is not meant to be updated, altered or changed. We cannot accept an application that has strikethroughs or additional language added.
- **ACH is a required payment method**

McKESSON

McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

CUSTOMER APPLICATION

(Please print in block letters)

CD01-P V.11-19

Type of Business: ☑Acute ☐Primary Care ☐Specialty ☐Home Health ☐Extended ☐Long Term ☐Pharmacy ☐Closed Door ☐Mail Order ☐Supplier ☐Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA			88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	LAS VEGAS	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information: ☐If more than 1 Ship-to, please attach multiple Ship-to's Information

	$	$	
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**	Number of Employees

Ship to Address	City	State	Zip

Julie Howard			jhoward@walmart.com
Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

YEAR established **YEAR Current Ownership** **State Org**

Has applicant, applicant's parent or affiliates ever filed for bankruptcy? ☐No ☐Yes, attach explanation

Ownership Type: ☐Proprietorship ☐Partnership ☐Limited Partnership ☐Limited Liability Company ☐Private Corp ☐Public Corp ☐Professional Corp ☐Non-Profit Corp ☐Government

Principal Owner(s) or Stockholder(s) **% Ownership(s)**

NAME OF CONTROLLING ENTITY (if any) | Applicant's relationship to controlling entity | Phone

Address of Controlling Entity | City | State | Zip

REFERENCES:

See attached			
Primary Bank/Financial Institution	Account Number	Contact Name	Phone
See attached			
Primary Supply Provider	Account Number	Contact Name	Phone
See attached			
Primary Technology Provider	Account Number	Contact Name	Phone

Additional Information Required (If applicable, please attach these documents to this application):

- ☑ Copy of Resale/Tax Exemption Certificate
- ☑ Copy of DEA Registration, State Pharmacy License, or Medical License
- ☑ Copies of 3 most recent and consecutive primary supplier statements
- ☑ Annual Financial Statements for the past 2 years (including balance sheet, income statement, and cash flow statements)

AS0253219	80200100	IA00644
DEA#	HIN#	Medical License # & State

This section applies to all accounts with MCKESSON CORPORATION and its affiliated companies ("McKesson")

Customer agrees to abide by (I) standard terms of sale provided or made available by McKesson and/or shown on McKesson's invoices or statements and (II) any written agreement or terms of sale with McKesson governing Customer's account. Customer agrees to pay for all purchases, fees and other charges incurred by Customer or an authorized user on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed to a third-party agent on behalf of Customer). Any payment made after the net due date shall result in the loss of any prompt cash payment discount specified on the related invoice or statement and Customer shall pay the gross amount plus any applicable service charges. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson Corporation or any of its affiliates. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders to Customer if McKesson concludes that (I) there has been a material adverse change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

Customer represents that it is entitled to discounted prices from manufacturers as it has notified McKesson ("Contract Prices"). In consideration of McKesson allowing Customer to purchase products at Contract Prices, Customer represents that McKesson will be paid by the appropriate manufacturer the difference between McKesson's acquisition price and the Contract Price ("Chargeback") and Customer will be liable to McKesson for any unpaid Chargeback if any manufacturer (I) denies a Chargeback for any reason, (II) makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of its property or a proceeding is begun which will substantially impair its ability to pay Chargebacks or (III) fails to pay McKesson Chargebacks for any reason other than McKesson's gross negligence.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from any public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a McKesson representative, and that all information is complete and correct. Customer agrees that McKesson will be relying on such information and will notify McKesson of any material changes to such information.

Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

By signing below, the undersigned authorized McKesson to order a consumer report related to the business principal(s) to determine credit eligibility.

	Mason Van Houweling	Chief Executive Officer	
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKESSON

McKesson Corporation and its affiliated companies (collectively referred to as "**McKesson**")

ACCOUNT SET UP FORM

(Please print in block letters)

CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA			88-6000436
Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	LAS VEGAS	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
1800 W. Charleston Blvd.	Las Vegas	NV	89102
Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 05423	$ 2,815.73	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
6570 East Lake Mead Blvd	Las Vegas	NV	89156	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03354	$ 3,072.80	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
1401 American Pacific Drive	Henderson	NV	89074	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03655	$ 2,447.47	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
10440 West Cheyenne Avenue	Las Vegas	NV	89129	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03356	$ 2,199.47	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
7445 South Eastern Ave	Las Vegas	NV	89123	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate

☑ Copy of DEA Registration, State Pharmacy License, or Medical License

AS0253219	80200100	IA00644
DEA#	HIN#	Medical License # & State

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The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from any public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a McKesson representative, and that all information is complete and correct. Customer agrees that McKesson will be relying on such information and will notify McKesson of any material changes to such information.

Customer agrees to provide McKesson with financial statements upon request. Customer authorizes McKesson, its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. McKesson is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit is granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by McKesson in enforcing its rights to collect amounts due from Customer. This form and any account opened in favor of Customer are subject to credit approval by McKesson.

	Mason Van Houweling		
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

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ACCOUNT SET UP FORM
(Please print in block letters) CD02-P V.11-19

Request Type: ☐ Additional Account ☐ Change of Account Name ☐ Change of Ownership **(Please complete a Customer Application)** ☐ Change of Address ☑ 340B

Type of Business: ☑ Acute ☐ Primary Care ☐ Specialty ☐ Home Health ☐ Extended ☐ Long Term ☐ Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Other

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Legal Company Name	Website Address		Federal Tax ID / EIN
1800 W Charleston Blvd.	LAS VEGAS	NV	89102
Legal Address (Main Office)	City	State	Zip
Brian Pomykacz	Inpatient Pharmacy Supervisor		(702) 765-7978
Contact Name we may call for questions regarding this application	Title		Phone
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Billing / Statement Address (if different than Main Office)	City	State	Zip

Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 05258	$ 1,920.27	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
5850 West Craig Road	Las Vegas		NV	89130
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 05259	$ 1,978.00	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
6151 West Lake Mead Blvd	Las Vegas		NV	89108
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03847	$ 1,341.60	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
1120 West Pioneer Blvd	Mesquite		NV	89027
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

Wal-Mart # 03220	$ 238.53	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
2610 South Pioneer Road	St George		UT	84790
Ship to Address	City		State	Zip

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Additional Information Required (If applicable, please attach these documents to this application):

☑ Copy of Resale/Tax Exemption Certificate	AS0253219	80200100	IA00644
☑ Copy of DEA Registration, State Pharmacy License, or Medical License	DEA#	HIN#	Medical License # & State

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	Mason Van Houweling		
Authorized Signature	Print Name	Title	Date

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Yvonne Gant	702-383-2453	N/A	Yvonne.Gant@umcsn.com
Accounts Payable Contact Person	Accounts Payable Telephone	Accounts Payable Fax	Accounts Payable Email

Shipping Information:

Wal-Mart # 02483	$ 2,728.83	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
6973 Blue Diamond Road	Las Vegas	NV	89178	
Ship to Address	City	State	Zip	

Ship to Contact Person	Ship to Telephone	Ship to Fax	Ship to Email

Shipping Information:

	$	$		
DBA or Business Trade Name of Account	**Estimated Monthly Purchases**	**Initial Order**		Number of Employees
Ship to Address	City	State	Zip	

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☑ Copy of DEA Registration, State Pharmacy License, or Medical License

AS0253219	80200100	IA00644
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Authorized Signature	Print Name	Title	Date

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CD02-P V.11-19

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Shipping Information:

	$	$		
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AS0253219	80200100	IA00644
DEA#	HIN#	Medical License # & State

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	Mason Van Houweling		
Authorized Signature	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

McKesson Corporation and its Affiliated Companies (collectively referred to as "**McKesson**")

TERMS AND CONDITIONS

(Please print in block letters) CD03-P V.11-19

Legal Company Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA Customer DBA Name: _____

Address: 1800 W Charleston Blvd. City: LAS VEGAS State: NV Zip: 89102

CUSTOMER SET UP & AUTHORIZATION FOR AUTOMATED CLEARING HOUSE ("ACH") CREDITS AND DEBITS (electronic payment)

Bank Name: [redacted] Bank Transit ABA#: [redacted]

Bank Adress: [redacted] Bank Account #: [redacted]

City: Las Vegas State: NV Zip: 89155-1220 Bank Phone Number: [redacted]

Statement-delivery preference: Check ONE: ☒ Email ☐ Fax

Authorized Contact Name: Douglas Metzger (Controller) Phone: _____ Fax: _____

Email: Douglas.Metzger@umcsn.com Alternate Contact Name/Phone: _____

********** **IMPORTANT**: Please attach a copy of a voided check **********

Customer authorizes McKesson Corporation, A Delaware Corporation, for itself and as collection agent for any of its affiliates (collectively "**McKesson**"), to initiate ACH credit and debit entries to/from Customer's business account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorizes the financial institution named above (the "**Institution**"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full force and effect until McKesson's Credit Department has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understands that Customer has the legal right to stop payment of an ACH credit or debit entry by notification to Institution; provided, prior to such action, Customer shall give McKesson 30 days written notice to permit McKesson to take any necessary actions to avoid disruptions in payments from Customer. Customer agrees to follow NACHA rules applicable to ACH transactions.

Customer agrees to pay for all purchases, services, fees and other charges incurred by Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of Customer). Customer agrees to pay all reasonable attorney fees and expenses or costs incurred by McKesson in enforcing its rights to collect amounts due from Customer. Without limiting McKesson's other legal rights, McKesson may exercise a right of set-off against amounts due Customer from McKesson. McKesson reserves the right, in its sole discretion, to change a payment term (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to Customer if McKesson concludes that (I) there has been a material change in the Customer's financial condition or payment performance or (II) Customer has ceased or is likely to cease to meet McKesson's credit requirements.

	Mason Van Houweling	Chief Executive Officer	
AUTHORIZED SIGNATURE	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

This section applies to all accounts with MCKESSON CORPORATION DRUG COMPANY

Please select one: ☐ **Weekly Payment Terms:** Purchases for invoices from Monday – Friday are due by Tuesday of the following week via Automated Clearinghouse (ACH) or other Electronic Funds Transfer (EFT) method acceptable to McKesson. The debit will be initiated by McKesson.

☒ **Semi-Monthly Payment Terms:** Payment is made from statement, with invoices dated from the 1st – 15th due at McKesson's "remit to" address on the 25th and invoices dated from the 16th – the last day of the month due at McKesson's "remit to" address on the 10th of the following month via Automated Clearinghouse (ACH) or other Electronic Funds Transfer (EFT) method acceptable to McKesson. The debit will be initiated by McKesson.

Security Interest: In order to secure timely and full payment and performance of all present and future obligations of Customer to McKesson Corporation and any of its affiliates (collectively referred to as "**McKesson**") (all collectively referred to as the "**Obligations**"), including, without limitation, all promissory notes, direct loans or sales on credit, Customer hereby grants to McKesson Corporation, for the benefit of McKesson, a security interest in all of Customer's right, title and interest in and to its personal property, whether now owned or hereafter acquired, including, without limitation, all Accounts, Cash, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health Care Insurance Receivables, Instruments, Inventory, Investment Property, Letter-of-Credit Rights and promissory notes, together with all attachments, replacements, substitutions, additions and accessions, and all Proceeds and products thereof and all books and records relating to any of the foregoing (collectively, the "**Collateral**"). Capitalized terms used herein that constitute Collateral shall have the meanings given to such terms under the California Uniform Commercial Code. All items of Collateral shall remain personal property and not become part of any real estate regardless of the manner of affixation. The security interest granted hereby shall be deemed to constitute a purchase money security interest in any and all Collateral (including, without limitation, all Goods, Inventory and Equipment) purchased by Customer either directly from McKesson (thereby securing payment of the purchase price) or from a third party using proceeds of loans or advances made by McKesson (thereby securing repayment of such loans or advances). Customer authorizes McKesson to send notices to any other persons claiming a security interest in any of the Collateral. **By its signature below, Customer acknowledges that McKesson Corporation shall file a UCC-1 financing statement with the applicable state agency in order to perfect the security interest granted hereby.**

AUTHORIZED SIGNATURE	Print Name	Title	Date

(By signing, I represent that I have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof)

Guaranty: The undersigned (individually or collectively, the "**Guarantor**") hereby jointly and severally guarantees to McKesson Corporation and its affiliates (collectively referred to as "**McKesson**") that Customer will fully and promptly perform and pay all its present and future obligations to McKesson, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with McKesson or otherwise acquired by McKesson. This guaranty applies to all of Customer's obligations to McKesson, even if such obligations are invalid or unenforceable against Customer for any reason and even if any security for such obligations is insufficient, invalid, unenforceable or not perfected. This guaranty is an absolute and unconditional guaranty of payment. It is a continuing guaranty and covers any future extensions of credit by McKesson to Customer. This guaranty is a guaranty of payment when due and not merely of collectability after judgment or other action against Customer.

McKesson may at any time, without Guarantor's consent, without notice to Guarantor and without affecting or impairing Guarantor's obligations under this guaranty, do any of the following: (I) renew, modify (including any increase or decrease in the rate of interest), or extend any obligations of Customer, of co-guarantors (whether hereunder or under a separate agreement) or of any other party at any time directly or contingently liable for the payment of any of Customer's obligations; (II) enter into additional extensions of credit to Customer; (III) accept partial payments of Customer's obligations; (IV) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of Customer's obligations and the security therefore in any manner; (V) consent to the transfer of security; or (VI) bid and purchase at any sale of security. Guarantor agrees, without McKesson first having to proceed against Customer or any security held by McKesson, to pay on demand (I) all sums due and to become due to McKesson from Customer and (II) all losses, costs, attorney's fees or expenses which may be suffered by McKesson by reason of Customer's default on its obligations or Guarantor's default under this guaranty. Guarantor agrees to pay on demand any deficiency resulting from a sale of security held by McKesson even if the sale is made without notice to Guarantor. Guarantor's obligations under this guaranty are independent of and separate from the obligations of Customer. Upon the occurrence and during the continuance of any default by Customer, McKesson can sue any Guarantor separately from Customer, whether or not McKesson sues Customer in such lawsuit and whether or not McKesson sues Customer in a separate lawsuit. If McKesson elects to proceed with any course of action under this guaranty or against Customer, that election shall not preclude McKesson from taking any other course of action. This guaranty shall not be affected by any termination or change in the relationship between Guarantor and Customer. Guarantor assumes all responsibility for keeping informed of (I) Customer's financial condition and assets, (II) all other circumstances bearing upon the risk of nonpayment of Customer's obligations to McKesson and (III) the nature, scope and extent of the risks which Guarantor assumes and incurs under this guaranty. Guarantor agrees that McKesson shall have no duty to advise Guarantor of information known to McKesson regarding such circumstances or risks. Guarantor waives (I) notice of McKesson's acceptance of this guaranty, (II) presentment, demand, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to McKesson by Customer, (III) any other demands and notices required by law and (IV) all set-offs and counterclaims.

Name (Guarantor 1): _____ Home Address: _____ City: _____ State: _____ Zip: _____

Guarantor 1 Signature: _____ Date: _____ Last 4 digit SSN: _____

(This section must be signed by an owner/principal)

Name (Guarantor 2): _____ Home Address: _____ City: _____ State: _____ Zip: _____

Guarantor 2 Signature: _____ Date: _____ Last 4 digit SSN: _____

(This section must be signed by an owner/principal)

McKESSON

Price File and/or EDI Transmission Authorization

SD02-P V.11-19

Covered Entity Authorization

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Covered Entity") Omnicell/Macro Helix ("Recipient")
Name of Facility **Recipient of 340B Price Files (list all if there is more than one)**

DSH290007
340B ID of Covered Entity

Covered Entity hereby directs McKesson Corporation ("McKesson") to deliver the following pricing to Recipient: ***(Check one or both)*** ☒ Your 340B Pricing ☐ GPO Pricing ☐ WAC Account (If existing accounts please list below.)

OR

Contract/Retail Pharmacy Authorization- Please see disclaimer information below marked by **

_____("Contract Pharmacy") _____("Recipient")

Contract/Retail Pharmacy hereby directs McKesson Corporation ("McKesson") to deliver the following pricing to Recipient:
(Check only option box) ☐ Your Retail Pharmacy Pricing

This authorization shall continue until Covered Entity and/or Contract/Retail Pharmacy is no longer a pharmaceutical distribution customer of McKesson or Covered Entity revokes this authorization in writing, whichever occurs first. Further, Covered Entity or Contract/Retail Pharmacy (as applicable) hereby agrees to defend, indemnify and hold harmless McKesson from any and all liability arising out of or due to McKesson's delivery of pricing information to Recipient as directed by this authorization.

If " 340B Pricing" is selected, Recipient shall be provided the 340B Pricing for the limited purpose of permitting Recipient to provide certain 340B software services for the sole benefit of Covered Entity. Further, prior to McKesson's disclosure of 340B Pricing, Covered Entity shall have first obtained Recipient's written agreement to keep such 340B Pricing confidential. Covered Entity shall be and remain responsible for any breach by Recipient of such confidentiality obligation.

If "GPO Pricing" is selected, Covered Entity agrees to deliver to McKesson, prior to McKesson's disclosure of GPO Pricing to Recipient, written confirmation from Covered Entity's GPO(s) upon request based on the GPO agreement, that McKesson is authorized to release the GPO Pricing pursuant to this authorization.

**Contract/Retail Pharmacy's can only authorize their price files to submitted to the "Recipient", McKesson cannot receive authorization from a Contract/Retail Pharmacy to release any other entities price files/information to "Recipient". Account information and EDI Transactions must be listed below, exact account number must be reflected or authorization will not be granted. Recipient will not use price files outside the scope of its 340B relationship with the 340B covered entity and further agrees not to disclose to any other 3rd party.

Please return this authorization directly to Recipient.

Duly executed on behalf of Covered Entity or Contract Pharmacy as of the date written below:

_____ Mason Van Houweling Chief Executive Officer _____
Signature Name Title Date

Acct Name	Acct Number	PHS, GPO, WAC OR Contract/Retail Pharmacy Account number.	EDI Transactions Authorized

McKesson 340B/PHS Invoice Type Selection Document

Invoice Information: There are multiple ways that you can receive your invoice: McKesson Connect, Fax or Email. McKesson Connect will be set up for **all 340B** accounts via the form submitted in step 1 of this document. If you also would like to receive your invoice via fax or email please provide this information in the Invoice Request Form attached.

Covered Entity Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

In addition to the ability to download these invoices from McKesson Connect we also prefer to receive our invoices via:

- ☐ Fax
- ☑ Email

Please fill out applicable information below based on your selection above.

- Existing 340B Accounts please list all information.
- New 340B Accounts that are being set up with this application please fill out only the Email Address or Fax number in one line. Once the accounts are set up McKesson will populate the rest and submit to our internal team to set up either the fax or the email option you have selected. Please only select and populate the fax or the email address.

Date	Account Number	Account Name	Email Address	Fax Number (10 digits)
			Yvonne.Gant@umcsn.com	

****This is for 340B/PHS accounts ONLY****

McKESSON

McKesson Plasma & Biologics New Account Information

One advantage of opening an account with McKesson is gaining access to our McKesson Plasma and Biologics product portfolio. To ensure that your new McKesson account includes McKesson Plasma and Biologics catalog access and order functionality, please fill out the information below. A Plasma Account Representative will contact you after full set up of your new Pharma PHS/340B accounts to update you on the status of your account as well as provide a brief McKesson Plasma and Biologics overview.

For further questions POST SET-UP, contact us directly at 1-877-625-2566, option 1. Please do not contact prior to the Pharma PHS/340B accounts being set up, this will cause possible delays in the set up process.

Name of Account:_____ Acct #:_____

If this is a part of a new account set up application, your McKesson team will populate this information.

Contact Info (Covered Entity Director of Pharmacy/Pharmacy Buyer)

Name: Brian Pomykacz Phone #: 702-765-7778

Email: Brian.Pomykacz@umcsn.com

Invoice Delivery Method (must complete at least one)

Fax #:_____ Email: Douglas.Metzger@umcsn.com

EDI (list 3rd Party Vendor):_____

Connect Access (User ID or email):_____

340B Splitting Software/Third Party Vendor. If applicable, name of company:_____

Please note that some McKesson Plasma and Biologics items have distribution restrictions set by the manufacturers.

For Internal Use Only
If multiple accounts are being set up please list all accounts below for submission to our MPB Team. Insert acct numbers and names below via SAP extract.

McKesson Plasma and Biologics LLC
2615 Medical Center Parkway Suite 1580
Murfreesboro, TN 37129

www.mckesson.com

McKESSON

Pharmacy E-Prescribing Attestation

Dear: University Medical Center

According to our records, you are a DEA-registered pharmacy customer.

Pursuant to McKesson's commitment only to distribute opioids to customers who can accept e-prescribing for controlled substances **by December 31, 2019**, please review and confirm the following statements:

DEA Registration No. AS0253219

The pharmacy is currently enabled to accept e-prescribing for controlled substances or will be compliant by December 31, 2019.

Initial one: **Yes** _____ **No** _____

The pharmacy dispenses to prescribers for in-office dispensing or administration only.

Initial one: **Yes** _____ **No** _____

The individual below is authorized to sign this attestation.

Signature: _____
Printed name: Mason Van Houweling
Title: Chief Executive Officer
Date: _____

***** If you initialed "No," to both statements above, *you will no longer be able to purchase controlled substances from McKesson, effective January 1, 2020*, until you are able to accept e-prescribing for all controlled substances. *****

If you initialed "Yes," to either statement above, you must notify your McKesson Account Manager in writing or via email if the attestation no longer applies (i.e., you can no longer accept e-prescribing or in-office dispensing or administration no longer applies).

Thank you for your assistance and cooperation in this effort.

SingleDEA_MHS_MMS_MSH Attestation #:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement (Pediatric Urology) with Children's Urology Associates, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Professional Services Agreement for Pediatric Urology On-Call Coverage with Children's Urology Associates, LLC; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000612000 Funded Pgm/Grant: N/A
Description: Pediatric Urology On-Call Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 5/1/2021 to 4/30/2024 with two 1-year options
Amount: $300 per day for on-call services; NTE $109,500 per year or NTE $547,500 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

Since May 2015, UMC has had an agreement with Children's Urology Associates, LLC ("Provider") to provide pediatric urology on-call services ("Services").

This request is to enter into a new Professional Services Agreement for Group Physician On-Call Coverage with Provider to continue to provide the Services. Provider will provide 24/7 consultative, emergency and on-call pediatric urology services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call 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 $300 per day or a NTE total of $109,500 per year from May 1, 2021 through April 30, 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.

Cleared for Agenda
April 28, 2021

Agenda Item #
11

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 21, 2021 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 28th day of April 2021, 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 **Children's Urology Associates, LLC**, a Nevada professional corporation with its principal place of business at 6670 South Tenaya Way, Suite 180, Las Vegas, Nevada 89113 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of a Pediatric 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 pediatric urologists; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of pediatric urology, as more specifically described herein.

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.

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 pediatric urology services.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Pediatrics.

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.

1.6 On-Call Services. Emergency and on-call pediatric urology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the pediatric urology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and 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.

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

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;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants that he or she:

i. is Board Certified in Urology;
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 Hospital of such a breach and/or fails to remove any Member Physician or Allied Health Provider 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 Member Physicians and/or Allied Health Providers, 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.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Allied Health Providers, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider's 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 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 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 required 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 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, 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 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 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 required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials 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 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 may be altered or different 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 make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider 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 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 a 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 commercially reasonable efforts to require that all claims by Provider for Provider's services delivered 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 Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider $300.00 per day for the On-Call Services, or for an annual amount not-to-exceed $109,500.00. 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.

5.2 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (d) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 Provider will also forfeit one entire day's fee if a patient is re-admitted within ten (10) days at Hospital due to Provider's failure to make all reasonable efforts to provide follow-up care as required in **Exhibit A**, Clinical Services, subsection (b) of this Agreement.

5.4 Except as otherwise provided in this Agreement, Hospital will not withhold payment to Provider for Services already rendered to patients.

5.5 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 May 1, 2021, and subject to Section 7.5, shall remain in effect through April 30, 2024 (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 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:

i. The exclusion of Provider from participation in any federal health care program; or

ii. 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 thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. 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 wherein such Member Physician or Allied Health Provider is not timely removed by Provider;

ii. 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 if upon notice and request by Hospital, Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction;

iii. 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;

iv. 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

v. 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:

i. The exclusion of Hospital from participation in a federal health care program;

ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

v. 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. 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 in accordance with applicable law.

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 EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's 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. Provider's obligation to indemnify and/or defend shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to the Provider's obligations or performance under the terms of this Agreement.

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 draftsperson 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 (deemed received three (3) days after mailing), 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: Children's Urology Associates
Attn: George S. Ganesan, MD
6670 South Tenaya Way, Suite 180
Las Vegas, Nevada 89113

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:

a. Agreement for Physician On-Call Services dated May 1, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:
Children's Urology Associates, LLC

By: _____
Jessica T. Casey, MD
Owner

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Pediatric Urology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services, on such days and times assigned under the schedule provided and maintained by the Medical Staff, to meet the pediatric urologic consultation needs of Hospital's inpatients, outpatients and emergency services excluding patients that come in under a "trauma activation".

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

c. Provider will be called at the time the individual completing the Medical Screening Examination identifies the patient's medical condition requiring pediatric urology services.

d. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the pediatric urologist on-call and the appropriately designated individual who completed the Medical Screening Examination, and provided that the pediatric urologist on-call agrees that this is a reasonable request.

e. On a rare occasion it may be necessary to transfer a patient from the Hospital ER to another facility, if Provider is unable to respond in-person to Hospital in a timely manner and Provider feels that waiting will put the patient at risk of an adverse outcome. The decision to transfer a patient to another facility shall be in consultation with the pediatric urologist on-call and the appropriately designated individual who completed the Medical Screening Examination.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department inpatients and outpatients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as pediatric Emergency Department patients and pediatric Trauma Department patients.

d. Actively participate in Utilization Management (UM) Committee and related initiatives.

e. Upon Hospital's request, provide standardized reports on mutually agreed upon metrics.

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:

George S. Ganesan, MD
James Chadwick Plaire, MD
Jessica T. Casey, MD

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated 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 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 be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

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: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) 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. Upon Hospital's request, Provider shall meet with Hospital's Administration to discuss and verify inpatient admission data collections.

o. Upon Hospital's request, Provider shall provide input 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: (i) 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 (ii) 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.

s. Provider shall maintain a score within ten percent (10%) of the University Health System Consortium (UHC) compared (currently 6.24%) to its thirty (30) day readmission score for related admissions.

t. Provider shall provide 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, and (ix) average length of stay- unadjusted for inpatient and observation, as applicable and upon request by Hospital's Administration with reasonable notice.

u. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (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, as necessary and upon Hospital request with reasonable notice.

w. Provider shall participate in clinical staff meetings and conferences and at Hospital Department meetings as deemed appropriate and upon Hospital request with reasonable notice.

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, 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

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: 20

Corporate/Business Entity Name:	Children's Urology Associates		
(Include d.b.a., if applicable)			
Street Address:	6767 S. Tenaya Way	**Website:**	www.cualv.com
City, State and Zip Code:	Las Vegas, NV 89113	**POC Name:**	
		Email:	annb@cualv.com
Telephone No:	(702) 369-4999	**Fax No:**	(702) 364-2993
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)
Eldridge Gamsan	MD	33 1/3
James C. Plaire	MD	33 1/3
Jessica T. Casey	MD	33 1/3

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

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

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

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

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

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

JTCasey — Signature

Jessica T. Casey — Print Name

3/23/2020

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchase of Echocardiogram Ultrasound Machines with Philips Healthcare**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Quotation with Philips Healthcare, a division of Philips North America LLC, for the purchase of Echocardiogram Ultrasound Machines; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901
Funded Pgm/Grant: N/A
Description: Agreements for Philips Echocardiogram Ultrasound Machine replacement project
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: One (1) year warranty
Amount: $680,667.00
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

This request is for approval of Quotation 1-2C369GX for the purchase of four (4) EPIQ CVx (Ultrasound) systems. The IE33's UMC currently owns are 10 years old and very near to end of service by Philips. The new EPIQ machines have 3D capabilities needed for structural heart programs such as TAVR, can scan patients more precisely than the current IE33, and offer far superior security than the IE33 at a time when cyberattacks have become frequent. The current IE33s pose security vulnerability due to the use of 3rd party routers used to create a wireless connection to UMC's systems; and the Microsoft operating systems in the IE33 is obsolete and no longer supported by Microsoft.

Included in the total cost is a twelve (12) month system warranty which includes planned maintenance. At the end of the warranty period, UMC will service the equipment in-house.

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

UMC's Director, Cardiology Services/Nursing Operations has reviewed the agreement and recommends approval by the Governing Board.

Cleared for Agenda
April 28, 2021

Agenda Item #
12

The agreement has been approved as to form by UMC's Office of General Counsel.

Philips holds a valid Clark County Business License.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 21, 2021 meeting and recommended for approval by the Governing Board.

PHILIPS HEALTHCARE
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Quotation #: 1-2C369GX	**Rev:** 9	**Effective From:** 06-Apr-21	**To:** 31-May-21

Presented To:

UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2386

Tel:

Alternate Address:

Presented By:

Joe Gorczyca
Account Manager
Tel: (415) 509-4763
Fax:

Jon Marlier
Regional Manager
Tel: (602) 750-1865
Fax: (855) 322-6707

Date Printed: 06-Apr-21

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	101969 EPIQ CVx Ultrasound system	1	$
	101969 EPIQ CVx Ultrasound system	1	$
	101969 EPIQ CVx Ultrasound system	1	$
	101969 EPIQ CVx Ultrasound system	1	$
		Equipment Total:	$680,667.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
101969 EPIQ CVx Ultrasound system	1	$		$

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **500280**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

Product	Qty	Each	Monthly	Price
101969 EPIQ CVx Ultrasound system	1	$		$

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **500280**

Addt'l Terms:

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Payment Terms: 0% Down, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

Quote Summary

101969 EPIQ CVx Ultrasound system

Qty	Product
1	NNAP990 EPIQ CVx 3D Ultrasound System
1	NNAV361 3D Leadership w AutoStrain LV
1	NUSX141 Footswitch
1	NUSX155 Battery Ext Life Pkg
1	FUS9350 X5-1 Transducer
1	FUS9354 X8-2t Transducer
1	FUS9400 D2CWC Transducer
1	FUS7000 English Manual
1	SP019 Trade in Allowance
1	SEBLRSVNP1 Customer Note

Quote Summary

101969 EPIQ CVx Ultrasound system

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1	FUS9393 S12-4 Transducer
1	FUS9395 S9-2 Transducer
1	FUS9400 D2CWC Transducer
1	FUS7000 English Manual
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Quote Summary

101969 EPIQ CVx Ultrasound system

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1	FUS9391 S7-3t Transducer
1	FUS9393 S12-4 Transducer
1	FUS9395 S9-2 Transducer
1	FUS9400 D2CWC Transducer
1	FUS7000 English Manual
1	SEBLRSVNP1 Customer Note

101969 EPIQ CVx Ultrasound system

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAP990	**EPIQ CVx 3D Ultrasound System**	1	$	$

EPIQ CVx is a new version of EPIQ for premium 3D echo, designed for cardiology featuring an uncompromised level of clinical performance to meet the challenges of today's most demanding practices – the most powerful architecture ever applied to ultrasound imaging – touching all aspects of acoustic acquisition and processing allowing you to truly experience Ultrasound's evolution to a more definitive modality.
Supported by our family of proprietary xMATRIX transducers and our leading edge of Anatomical Intelligence, this platform offers our highest level of premium performance.

Reinvention of the premium ultrasound user experience
• New tablet like configurable interface revolutionizes how you interact with the system resulting in a smoother workflow with improved layout and configuration.
• Lightest premium system in its class (230 pounds) – 40% lighter than the heaviest competitive premium system.
• Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing (720 degrees of freedom) to scan ergonomically
• Almost silent when running (37-41dB) – equivalent to the sound of a library
• 4 transducer ports
• Ambient lighting of transducer connectors and the peripheral housing bay
• Integrated footrest
• Integrated storage shelves
• 4-wheel swivel and swivel/brake lock control
The most powerful architecture ever applied to ultrasound imaging
• Proprietary nSight architecture - a totally new way to form ultrasound images – all without compromise.
The combination of a new precision beamformer and massive parallel processing allow EPIQ CVx to receive and process an enormous amount of acoustic data allowing the system to focus down to the pixel level…all in real time.
• Up to 7,071,744 total digital channels (xMATRIX configuration)
• Up to 4,718,592 total digital channels (non xMATRIX configuration)
• Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 320 dB for improved 2D
• Windows 10 Operating System
• Philips Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts
• Philips next generation XRES Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition
• Fully independent, multiple mode Triplex operation
• Active Native data for post-processing of frozen image data and Cineloop image data
• MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area

Transducers
Advanced Compact connector technology offers pinless design for exceptional reliability and performance that feature:

• Ergonomic designs with lightweight flexible cables
• New low-loss technology for better penetration with fewer artifacts
• Breakthrough frequency bandwidths and array configurations
Supports array configurations up to 20 MHz – sector, linear, curved, tightly curved, TEE and xMATRIX
volume transducers

Automation
Designed with our most innovative tools to maximize efficiency
Anatomical Intelligence
• EPIQ CVx supports the full range of 2D and 3D Anatomical Intelligence tools to provide reproducible and reliable results, including HeartModel.
AUTOSCAN (real time iSCAN) automatically optimizes gain while imaging and TCG continuously to assure you are achieving an optimal image in 2D & Live 3D.
• Intelligent Tissue Specific Imaging
• Application-specific and user definable Quicktext Automatic Annotation
• QuickSAVE User Defined Programs (up to 45 per transducer)
• SmartExam system-guided protocols with new features that include exam record and automatic mode switching to greatly improve workflow efficiencies
• Vascular Auto Doppler automatically adjusts color box position and angle, as well as sample volume placement and angle. Also includes Auto Flow Tracking for automatic angle correction with sample volume movements
• Vascular High-Q Automatic Doppler provides real-time tracking of Doppler signal, automatically selecting the highest peak velocity and with the touch of a button, adding measurements to your report.

Data
• Multi Modality Query Retrieve (Allows for the viewing of DICOM CT, iXR, NM, MRI and ultrasound images – you can review these images while you are live imaging)
• NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo and vascular
• DICOM 3.0 Print and Store capability to internal drive or DVD/CD
• Integrated Wireless DICOM
• On-board workstation-class data management with thumbnail previews and storage of images, loops, and reports
• Retrospective and prospective clip capture to internal drive or removable media
• Ability to export QLAB native data

Other Core Features
• Live 3D and xPlane imaging.
Provides a combination of functionality when using xMATRIX transducers in both 2D and Live 3D modes.
iRotate: ability to electronically rotate the 2D imaging plane without rotating the transducer. iRotate can be used in 2D and color flow. Live xPLANE: ability to image and acquire 2 orthogonal 2D images. The orthogonal plane can be tilted in the lateral or elevation plane as well as be rotated. Works in 2D and in color flow (all xMATRIX transducers). Live 3D: ability to perform real time Live 3D (dynamic 3D) allowing assessment of structures and its relationship within the anatomy, in greyscale and color Doppler. Zoom functionality optimized for detailed Live 3D imaging of specific anatomic structures. (all xMATRIX transducers). Live 3D Full Volumes: ability to capture a large volume in Live 3D. Designed to encompass the entire heart. Can be performed in greyscale or with color Doppler. Multiple acquisition modes available, from true 1 beat to 6 beats cardiac cycles all with high volume rates. Includes MultiVue; a real-time image alignment feature to improve efficiencies during procedures. (X5-1, X7-2, X8-2t and X7- 2t only).
• Tissue Doppler Imaging
• Coronary sub-mode for 2D and color imaging of coronary arteries (S5-1, S9-2, S8-3, S12-4, X5-

1, X7-2, X8-2t, X7-2t).
• Cardiac Stress Echo, with Defer Selection and Live Compare functions
• 2D, M-Mode, Color Doppler, PW, High PRF PW, CW
• Temporary ID
• LVO Contrast
• Cineloop Image, M-Mode and Doppler Review
• High Definition Write Zoom and Read Zoom with pan features
• Measurement tools including: distance, depth, area, and circumference
• Volume Flow Measurements
• User Defined Calculations
• Application-specific Body Mark selections
• Color Power Angio

Safeguard
This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system.

Security Plus
Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices. Requires Evolution 2.0 or later. This feature does not include or require SafeGuard (malware protection).

Region of interest Q-App (ROI)
Designed to increase the consistency and reliability of acoustic measurements while reducing the effort required to successfully perform ROI analysis for contrast imaging, tissue analysis and color Doppler.

Intima Media Thickness Q-App (IMT)
Provides automated measurements of intima media thickness in carotids and other superficial vessels, and eliminates the need to manually position cursors, minimizing the time needed to complete an IMT study.

Strain Quantification Q-App (SQ)
Measures the myocardial velocity from Color Tissue Doppler (aka TDI) datasets and derives the displacement, strain and strain rate along user-defined M-Lines; includes ability to overlay opening and closing of aortic and mitral valves on SQ curves to display Left Ventricle mechanical events; and the user-selectable waveform display makes SQ curves easier to read.

DVD Option
Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility.

Clinical Education

***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an Online e-Learning Bundle for one person (expires 60 days after install), and an Onsite Readiness Assessment (expires 300 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

Line #	Part #	Description	Qty	Each	Price

If you are purchasing Live 3D with a New System you will receive; a ***1 Day 3D AST w/Accommodations Only (expires 180 days after install), a 2 Day Clinical University w/Travel & Accom Pkg (expires 180 days after install), Virtual Qlab Modules qty 6 (expires 90 days after install), and a Virtual CSS Led Lecture (Up to 2 Hrs) (expires 180 days after install), a 1:1 CSS Led Virtual Session (Up to 2 hrs) (expires 180 days after install), and Virtual Speaker Led Lecture (Up to 2 Hrs) qty 3 (expires 180 days after install). All offsite training includes travel, see travel disclaimer

*If purchased with 2D Quantification Bundle, offsite advanced system training (AST) tuitions must be used consecutively.

**Travel packages included with education entitlements are available if needed, to cover the customer's airfare, transportation, hotel, and meals while attending a Philips program at one of our Philips corporate training centers. These packages are only provided if needed and are not intended to provide a dollar value to the customer to use towards alternative programs. Travel packages included with entitlements do not cover travel and accommodations to one of our premium education symposiums. Customer will be required to purchase a premium travel package in order to attend. Philips reserves the right to deliver virtually or through live stream, any live in person courses that may be impacted due to facility shut down, inclement weather, natural disaster, speakers inability to travel, or any other situation that is outside Philips control. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

2	****NNAV361**	**3D Leadership w AutoStrain LV**	**1**	**$**	**$**

CV Clinical Package
Adult Echo: Tissue Specific Imaging software for specific transducers in Adult echo ultrasound applications

- Display optimization software with Tissue Specific presets for Adult echo imaging and Doppler

applications

- Analysis software package includes a adult echo imaging protocol and report

- Allows operation of S5-1, X5-1, X8-2t, X7-2t, S9-2, S8-3, L15-7io, S7-3t, S8-3t and D2cwc transducers.

Pediatric Echo: Ped ECG
- Tissue Specific imaging software for specific transducers in pediatric cardiac ultrasound applications
- Display optimization software with Tissue Specific presets for pediatric cardiac imaging and Doppler applications
- Unique Analysis software package includes a dedicated pediatric cardiac imaging protocol and report, as well as fetal echo analysis

Allows operation of S8-3, S12-4, S5-1, X5-1 D2cwc, and S7-3t transducers.

Fetal Echo: Tissue Specific Imaging software for specific transducers in fetal echo ultrasound applications
- Display optimization software with Tissue Specific presets for fetal echo imaging and Doppler applications
- Analysis software package includes a fetal echo imaging protocol and report

Allows operation of C5-1, C9-2, S9-2, S8-3, X6-1 and eL18-4 transducers.

Vascular: Tissue Specific Imaging software for specific transducers in vascular ultrasound applications

- Display optimization software with Tissue Specific presets for vascular imaging and Doppler

applications

- Analysis software package includes a vascular imaging protocol and report;

Provides vascular reporting and allows operation of eL18-4, L12-3, L12-5, L18-5, L15-7io, C5-1, C8-5, D5cwc transducers.

TCD: Tissue Specific Imaging software for appropriate sector array and non-imaging static Doppler transducers in Trans Cranial Doppler ultrasound applications
- Analysis software package includes a TCD protocol and report, and Tissue Specific Imaging settings

Allows operation of S5-1, X5-1 and D2tcd Transducers.

AutoStrain LV

TOMTEC AutoStrain LV:
One button push fully automated global and segmental longitudinal strain measurement tool with 18 segments bull's eye display for left ventricle (LV). It supports images from cardiac sector transducers with or without ECG.

Dynamic HeartModel and 3D Quantification Bundle

Dynamic HeartModel, powered by AIUS, is a fully automated Live 3D quantification tool that calculates both the volumes of the LV and LA simultaneously, as well as an LV EF and SV in under 30 seconds. It quantifies Live 3D volumes using the X5-1 transducer and is designed to provide faster, easier and more robust results than previously available, on the majority of your patients.

The Dynamic HeartModel. App provides dynamics of the heart by showing moving contours for the left ventricle and left atrium which ensures higher diagnostic confidence. Dynamic HeartModelA.I. offers new measurements such as LV Mass, Cardiac Index, Complete LA volumes, and Indexed measurements using Body Surface Area for LA Max and LA Min volumes. This App allows the user to analyze multiple beats and average the results.

3DQ provides easy access to Live 3D, 3D Zoom, Full Volume, and 3D Color data sets. It offers viewing, cropping, slicing, and quantification including distance measurements, area, Bi-plane LV Volume, Ejection Fraction (EF) and LV Mass calculations. 3DQ also provides Multiplanar

Line #	Part #	Description	Qty	Each	Price

Reconstruction (MPR) views for unlimited anatomical planes from 3D volume and new 3D iSlice generation.

3 ****NUSX141** **Footswitch** **1** **$** **$**

Footswitch provides the ability to freeze, acquire and print.

4 ****NUSX155** **Battery Ext Life Pkg** **1** **$** **$**

Highly recommended for portable ultrasound studies. Doubles the time to be in transport mode when going mobile as compared to the Battery Standard Life. Allows system to be place in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.

5 ****FUS9350** **X5-1 Transducer** **1** **$** **$**

xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.

6 ****FUS9354** **X8-2t Transducer** **1** **$** **$**

High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.

Clinical Education

Clinical Education:

***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an E-Echo Online Subscription for one person (expires 60 days after install), an Online eLearning Bundle for one person (expires 60 days after install), a 1 Day Virtual Speaker led 3D TEE Course (expires 180 days after install), and a 1 Day 1:1 Virtual Qlab Session w/CSS (expires 180 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

Includes 1 year warranty.

7 ****FUS9400** **D2CWC Transducer** **1** **$** **$**

Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.

8 ****FUS7000** **English Manual** **1**

Operation Manual

101969 EPIQ CVx Ultrasound system

Line #	Part #	Description	Qty	Each	Price

9 **SP019** **Trade in Allowance** **1**

Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: 795062.000 iE33 2D Select Configuration
Serial Number: B05NWV
Manufacturer: PHILIPS HEALTHCARE

Transducers/OEMs: N/A

Trade-In authorization number: TES-210214-033

Trade-In Value:

Scheduled Removal Date:

Customer warrants the trade-in equipment described above is complete and accurate, which Trade-In the parties agree (i) will be removed on the Removal Date and (ii) is currently in working condition. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title until the Scheduled Removal Date;
2. Title to the Trade-In shall pass from Customer to Philips at installation of the purchased system, but Customer shall be responsible for any loss, theft, or damage to the Trade-In until the date that Philips actually removes the Trade-In from Customer's site (the “Actual Removal Date”);
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that by the Actual Removal Date all Protected Health Information will have been deidentified or removed from the Trade-In;
4. If the Actual Removal Date is later than the Scheduled Removal Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
5. If Customer does not allow Philips to remove the Trade-In, then Philips may invoice Customer for the Trade-In value plus any promotional dollars relating to the Trade-In.

10 **SEBLRSVNP1** **Customer Note** **1**

Reference Terms #CAA0038600

**********PROMOTIONS********

Promotion Name	Description
TEE Transducer Trade In Promotion	Customers purchasing a new Affiniti, EPIQ, or CX50 ultrasound system, or upgrading an Affiniti EPIQ, or CX50 ultrasound system with a TEE transducer will have an opportunity to take advantage of this promotion. This promotion provides a $ discount when trading in a Philips or non-Philips TEE transducer. Must provide the TEE manufacturer name and serial number to receive the promotional discount.
EPIQ CV System Trade In Promotion	Customers purchasing a new EPIQ cardiovascular ultrasound system will have an opportunity to take advantage of this promotion. This promotion provides a $ discount when trading in a Philips or Non-Philips ultrasound system. The discount will be taken off the NET purchase price of the new system and is in addition to the FMV of the trade-in system. The serial number, make and model of the trade-in system will be required to take advantage of this promotion, and it must be returned to Philips Healthcare upon delivery of the new EPIQ system.

101969 EPIQ CVx Ultrasound system

LIST PRICE	$
DISCOUNT	$
TRADE IN AMOUNT	
NET PRICE	$

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500280

Addt'l Terms:

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Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

101969 EPIQ CVx Ultrasound system

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAP990	**EPIQ CVx 3D Ultrasound System**	1	$	$

EPIQ CVx is a new version of EPIQ for premium 3D echo, designed for cardiology featuring an uncompromised level of clinical performance to meet the challenges of today's most demanding practices – the most powerful architecture ever applied to ultrasound imaging – touching all aspects of acoustic acquisition and processing allowing you to truly experience Ultrasound's evolution to a more definitive modality.
Supported by our family of proprietary xMATRIX transducers and our leading edge of Anatomical Intelligence, this platform offers our highest level of premium performance.

Reinvention of the premium ultrasound user experience
• New tablet like configurable interface revolutionizes how you interact with the system resulting in a smoother workflow with improved layout and configuration.
• Lightest premium system in its class (230 pounds) – 40% lighter than the heaviest competitive premium system.
• Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing (720 degrees of freedom) to scan ergonomically
• Almost silent when running (37-41dB) – equivalent to the sound of a library
• 4 transducer ports
• Ambient lighting of transducer connectors and the peripheral housing bay
• Integrated footrest
• Integrated storage shelves
• 4-wheel swivel and swivel/brake lock control
The most powerful architecture ever applied to ultrasound imaging
• Proprietary nSight architecture - a totally new way to form ultrasound images – all without compromise.
The combination of a new precision beamformer and massive parallel processing allow EPIQ CVx to receive and process an enormous amount of acoustic data allowing the system to focus down to the pixel level…all in real time.
• Up to 7,071,744 total digital channels (xMATRIX configuration)
• Up to 4,718,592 total digital channels (non xMATRIX configuration)
• Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 320 dB for improved 2D
• Windows 10 Operating System
• Philips Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts
• Philips next generation XRES Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition
• Fully independent, multiple mode Triplex operation
• Active Native data for post-processing of frozen image data and Cineloop image data
• MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area

Transducers
Advanced Compact connector technology offers pinless design for exceptional reliability and performance that feature:

• Ergonomic designs with lightweight flexible cables
• New low-loss technology for better penetration with fewer artifacts
• Breakthrough frequency bandwidths and array configurations
Supports array configurations up to 20 MHz – sector, linear, curved, tightly curved, TEE and xMATRIX
volume transducers

Automation
Designed with our most innovative tools to maximize efficiency
Anatomical Intelligence
• EPIQ CVx supports the full range of 2D and 3D Anatomical Intelligence tools to provide reproducible and reliable results, including HeartModel.
AUTOSCAN (real time iSCAN) automatically optimizes gain while imaging and TCG continuously to assure you are achieving an optimal image in 2D & Live 3D.
• Intelligent Tissue Specific Imaging
• Application-specific and user definable Quicktext Automatic Annotation
• QuickSAVE User Defined Programs (up to 45 per transducer)
• SmartExam system-guided protocols with new features that include exam record and automatic mode switching to greatly improve workflow efficiencies
• Vascular Auto Doppler automatically adjusts color box position and angle, as well as sample volume placement and angle. Also includes Auto Flow Tracking for automatic angle correction with sample volume movements
• Vascular High-Q Automatic Doppler provides real-time tracking of Doppler signal, automatically selecting the highest peak velocity and with the touch of a button, adding measurements to your report.

Data
• Multi Modality Query Retrieve (Allows for the viewing of DICOM CT, iXR, NM, MRI and ultrasound images – you can review these images while you are live imaging)
• NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo and vascular
• DICOM 3.0 Print and Store capability to internal drive or DVD/CD
• Integrated Wireless DICOM
• On-board workstation-class data management with thumbnail previews and storage of images, loops, and reports
• Retrospective and prospective clip capture to internal drive or removable media
• Ability to export QLAB native data

Other Core Features
• Live 3D and xPlane imaging.
Provides a combination of functionality when using xMATRIX transducers in both 2D and Live 3D modes.
iRotate: ability to electronically rotate the 2D imaging plane without rotating the transducer. iRotate can be used in 2D and color flow. Live xPLANE: ability to image and acquire 2 orthogonal 2D images. The orthogonal plane can be tilted in the lateral or elevation plane as well as be rotated. Works in 2D and in color flow (all xMATRIX transducers). Live 3D: ability to perform real time Live 3D (dynamic 3D) allowing assessment of structures and its relationship within the anatomy, in greyscale and color Doppler. Zoom functionality optimized for detailed Live 3D imaging of specific anatomic structures. (all xMATRIX transducers). Live 3D Full Volumes: ability to capture a large volume in Live 3D. Designed to encompass the entire heart. Can be performed in greyscale or with color Doppler. Multiple acquisition modes available, from true 1 beat to 6 beats cardiac cycles all with high volume rates. Includes MultiVue; a real-time image alignment feature to improve efficiencies during procedures. (X5-1, X7-2, X8-2t and X7- 2t only).
• Tissue Doppler Imaging
• Coronary sub-mode for 2D and color imaging of coronary arteries (S5-1, S9-2, S8-3, S12-4, X5-

1, X7-2, X8-2t, X7-2t).
• Cardiac Stress Echo, with Defer Selection and Live Compare functions
• 2D, M-Mode, Color Doppler, PW, High PRF PW, CW
• Temporary ID
• LVO Contrast
• Cineloop Image, M-Mode and Doppler Review
• High Definition Write Zoom and Read Zoom with pan features
• Measurement tools including: distance, depth, area, and circumference
• Volume Flow Measurements
• User Defined Calculations
• Application-specific Body Mark selections
• Color Power Angio

Safeguard
This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system.

Security Plus
Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices. Requires Evolution 2.0 or later. This feature does not include or require SafeGuard (malware protection).

Region of interest Q-App (ROI)
Designed to increase the consistency and reliability of acoustic measurements while reducing the effort required to successfully perform ROI analysis for contrast imaging, tissue analysis and color Doppler.

Intima Media Thickness Q-App (IMT)
Provides automated measurements of intima media thickness in carotids and other superficial vessels, and eliminates the need to manually position cursors, minimizing the time needed to complete an IMT study.

Strain Quantification Q-App (SQ)
Measures the myocardial velocity from Color Tissue Doppler (aka TDI) datasets and derives the displacement, strain and strain rate along user-defined M-Lines; includes ability to overlay opening and closing of aortic and mitral valves on SQ curves to display Left Ventricle mechanical events; and the user-selectable waveform display makes SQ curves easier to read.

DVD Option
Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility.

Clinical Education

***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an Online e-Learning Bundle for one person (expires 60 days after install), and an Onsite Readiness Assessment (expires 300 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

Line #	Part #	Description	Qty	Each	Price

If you are purchasing Live 3D with a New System you will receive; a ***1 Day 3D AST w/Accommodations Only (expires 180 days after install), a 2 Day Clinical University w/Travel & Accom Pkg (expires 180 days after install), Virtual Qlab Modules qty 6 (expires 90 days after install), and a Virtual CSS Led Lecture (Up to 2 Hrs) (expires 180 days after install), a 1:1 CSS Led Virtual Session (Up to 2 hrs) (expires 180 days after install), and Virtual Speaker Led Lecture (Up to 2 Hrs) qty 3 (expires 180 days after install). All offsite training includes travel, see travel disclaimer

*If purchased with 2D Quantification Bundle, offsite advanced system training (AST) tuitions must be used consecutively.

**Travel packages included with education entitlements are available if needed, to cover the customer's airfare, transportation, hotel, and meals while attending a Philips program at one of our Philips corporate training centers. These packages are only provided if needed and are not intended to provide a dollar value to the customer to use towards alternative programs. Travel packages included with entitlements do not cover travel and accommodations to one of our premium education symposiums. Customer will be required to purchase a premium travel package in order to attend. Philips reserves the right to deliver virtually or through live stream, any live in person courses that may be impacted due to facility shut down, inclement weather, natural disaster, speakers inability to travel, or any other situation that is outside Philips control. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

2	****NNAV361**	**3D Leadership w AutoStrain LV**	**1**	**$**	**$**

CV Clinical Package
Adult Echo: Tissue Specific Imaging software for specific transducers in Adult echo ultrasound applications

- Display optimization software with Tissue Specific presets for Adult echo imaging and Doppler

applications

- Analysis software package includes a adult echo imaging protocol and report

- Allows operation of S5-1, X5-1, X8-2t, X7-2t, S9-2, S8-3, L15-7io, S7-3t, S8-3t and D2cwc transducers.

Pediatric Echo: Ped ECG
- Tissue Specific imaging software for specific transducers in pediatric cardiac ultrasound applications
- Display optimization software with Tissue Specific presets for pediatric cardiac imaging and Doppler applications
- Unique Analysis software package includes a dedicated pediatric cardiac imaging protocol and report, as well as fetal echo analysis

Allows operation of S8-3, S12-4, S5-1, X5-1 D2cwc, and S7-3t transducers.

Fetal Echo: Tissue Specific Imaging software for specific transducers in fetal echo ultrasound applications
- Display optimization software with Tissue Specific presets for fetal echo imaging and Doppler applications
- Analysis software package includes a fetal echo imaging protocol and report

Allows operation of C5-1, C9-2, S9-2, S8-3, X6-1 and eL18-4 transducers.

Vascular: Tissue Specific Imaging software for specific transducers in vascular ultrasound applications

- Display optimization software with Tissue Specific presets for vascular imaging and Doppler

applications

- Analysis software package includes a vascular imaging protocol and report;

Provides vascular reporting and allows operation of eL18-4, L12-3, L12-5, L18-5, L15-7io, C5-1, C8-5, D5cwc transducers.

TCD: Tissue Specific Imaging software for appropriate sector array and non-imaging static Doppler transducers in Trans Cranial Doppler ultrasound applications
- Analysis software package includes a TCD protocol and report, and Tissue Specific Imaging settings

Allows operation of S5-1, X5-1 and D2tcd Transducers.

AutoStrain LV

TOMTEC AutoStrain LV:
One button push fully automated global and segmental longitudinal strain measurement tool with 18 segments bull's eye display for left ventricle (LV). It supports images from cardiac sector transducers with or without ECG.

Dynamic HeartModel and 3D Quantification Bundle

Dynamic HeartModel, powered by AIUS, is a fully automated Live 3D quantification tool that calculates both the volumes of the LV and LA simultaneously, as well as an LV EF and SV in under 30 seconds. It quantifies Live 3D volumes using the X5-1 transducer and is designed to provide faster, easier and more robust results than previously available, on the majority of your patients.

The Dynamic HeartModel. App provides dynamics of the heart by showing moving contours for the left ventricle and left atrium which ensures higher diagnostic confidence. Dynamic HeartModelA.I. offers new measurements such as LV Mass, Cardiac Index, Complete LA volumes, and Indexed measurements using Body Surface Area for LA Max and LA Min volumes. This App allows the user to analyze multiple beats and average the results.

3DQ provides easy access to Live 3D, 3D Zoom, Full Volume, and 3D Color data sets. It offers viewing, cropping, slicing, and quantification including distance measurements, area, Bi-plane LV Volume, Ejection Fraction (EF) and LV Mass calculations. 3DQ also provides Multiplanar

Line #	Part #	Description	Qty	Each	Price
		Reconstruction (MPR) views for unlimited anatomical planes from 3D volume and new 3D iSlice generation.			
3	****NUSX141**	**Footswitch**	**1**	**$**	**$**
		Footswitch provides the ability to freeze, acquire and print.			
4	****NUSX155**	**Battery Ext Life Pkg**	**1**	**$**	**$**
		Highly recommended for portable ultrasound studies. Doubles the time to be in transport mode when going mobile as compared to the Battery Standard Life. Allows system to be place in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.			
5	****FUS9350**	**X5-1 Transducer**	**1**	**$**	**$0**
		xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.			
6	****FUS9354**	**X8-2t Transducer**	**1**	**$**	**$**
		High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.			
		Clinical Education			
		Clinical Education: ***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an E-Echo Online Subscription for one person (expires 60 days after install), an Online eLearning Bundle for one person (expires 60 days after install), a 1 Day Virtual Speaker led 3D TEE Course (expires 180 days after install), and a 1 Day 1:1 Virtual Qlab Session w/CSS (expires 180 days after install). ***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. *Includes 1 year warranty.*			
7	****FUS9400**	**D2CWC Transducer**	**1**	**$**	**$**
		Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.			
8	****FUS7000**	**English Manual**	**1**		
		Operation Manual			

101969 EPIQ CVx Ultrasound system

Line #	Part #	Description	Qty	Each	Price
9	SP019	Trade in Allowance	1		

Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: 795062.000 iE33 2D Select Configuration
Serial Number: B05NWR
Manufacturer: PHILIPS HEALTHCARE

Transducers/OEMs: N/A

Trade-In authorization number: TES-210214-034

Trade-In Value:

Scheduled Removal Date:

Customer warrants the trade-in equipment described above is complete and accurate, which Trade-In the parties agree (i) will be removed on the Removal Date and (ii) is currently in working condition. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title until the Scheduled Removal Date;
2. Title to the Trade-In shall pass from Customer to Philips at installation of the purchased system, but Customer shall be responsible for any loss, theft, or damage to the Trade-In until the date that Philips actually removes the Trade-In from Customer's site (the “Actual Removal Date”);
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that by the Actual Removal Date all Protected Health Information will have been deidentified or removed from the Trade-In;
4. If the Actual Removal Date is later than the Scheduled Removal Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
5. If Customer does not allow Philips to remove the Trade-In, then Philips may invoice Customer for the Trade-In value plus any promotional dollars relating to the Trade-In.

10	SEBLRSVNP1	Customer Note	1		

Reference Terms #CAA0038600

********PROMOTIONS********

Promotion Name	Description
EPIQ CV System Trade In Promotion	Customers purchasing a new EPIQ cardiovascular ultrasound system will have an opportunity to take advantage of this promotion. This promotion provides a $ discount when trading in a Philips or Non-Philips ultrasound system. The discount will be taken off the NET purchase price of the new system and is in addition to the FMV of the trade-in system. The serial number, make and model of the trade-in system will be required to take advantage of this promotion, and it must be returned to Philips Healthcare upon delivery of the new EPIQ system.
TEE Transducer Trade In Promotion	Customers purchasing a new Affiniti, EPIQ, or CX50 ultrasound system, or upgrading an Affiniti EPIQ, or CX50 ultrasound system with a TEE transducer will have an opportunity to take advantage of this promotion. This promotion provides a $ discount when trading in a Philips or non-Philips TEE transducer. Must provide the TEE manufacturer name and serial number to receive the promotional discount.

101969 EPIQ CVx Ultrasound system

LIST PRICE
DISCOUNT
TRADE IN AMOUNT
NET PRICE

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500280

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

101969 EPIQ CVx Ultrasound system

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

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1	**NNAP990	**EPIQ CVx 3D Ultrasound System**	1	$	$

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• Tissue Doppler Imaging
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• LVO Contrast
• Cineloop Image, M-Mode and Doppler Review
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Measures the myocardial velocity from Color Tissue Doppler (aka TDI) datasets and derives the displacement, strain and strain rate along user-defined M-Lines; includes ability to overlay opening and closing of aortic and mitral valves on SQ curves to display Left Ventricle mechanical events; and the user-selectable waveform display makes SQ curves easier to read.

DVD Option
Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility.

Clinical Education

***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an Online e-Learning Bundle for one person (expires 60 days after install), and an Onsite Readiness Assessment (expires 300 days after install).

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*If purchased with 2D Quantification Bundle, offsite advanced system training (AST) tuitions must be used consecutively.

**Travel packages included with education entitlements are available if needed, to cover the customer's airfare, transportation, hotel, and meals while attending a Philips program at one of our Philips corporate training centers. These packages are only provided if needed and are not intended to provide a dollar value to the customer to use towards alternative programs. Travel packages included with entitlements do not cover travel and accommodations to one of our premium education symposiums. Customer will be required to purchase a premium travel package in order to attend. Philips reserves the right to deliver virtually or through live stream, any live in person courses that may be impacted due to facility shut down, inclement weather, natural disaster, speakers inability to travel, or any other situation that is outside Philips control. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

2	****NNAV361**	**3D Leadership w AutoStrain LV**	**1**	**$**	**$**

CV Clinical Package
Adult Echo: Tissue Specific Imaging software for specific transducers in Adult echo ultrasound applications

- Display optimization software with Tissue Specific presets for Adult echo imaging and Doppler

applications

- Analysis software package includes a adult echo imaging protocol and report

- Allows operation of S5-1, X5-1, X8-2t, X7-2t, S9-2, S8-3, L15-7io, S7-3t, S8-3t and D2cwc transducers.

Pediatric Echo: Ped ECG
- Tissue Specific imaging software for specific transducers in pediatric cardiac ultrasound applications
- Display optimization software with Tissue Specific presets for pediatric cardiac imaging and Doppler applications
- Unique Analysis software package includes a dedicated pediatric cardiac imaging protocol and report, as well as fetal echo analysis

Allows operation of S8-3, S12-4, S5-1, X5-1 D2cwc, and S7-3t transducers.

Fetal Echo: Tissue Specific Imaging software for specific transducers in fetal echo ultrasound applications
- Display optimization software with Tissue Specific presets for fetal echo imaging and Doppler applications
- Analysis software package includes a fetal echo imaging protocol and report

Allows operation of C5-1, C9-2, S9-2, S8-3, X6-1 and eL18-4 transducers.

Vascular: Tissue Specific Imaging software for specific transducers in vascular ultrasound applications

- Display optimization software with Tissue Specific presets for vascular imaging and Doppler

applications

- Analysis software package includes a vascular imaging protocol and report;

Provides vascular reporting and allows operation of eL18-4, L12-3, L12-5, L18-5, L15-7io, C5-1, C8-5, D5cwc transducers.

TCD: Tissue Specific Imaging software for appropriate sector array and non-imaging static Doppler transducers in Trans Cranial Doppler ultrasound applications
- Analysis software package includes a TCD protocol and report, and Tissue Specific Imaging settings

Allows operation of S5-1, X5-1 and D2tcd Transducers.

AutoStrain LV

TOMTEC AutoStrain LV:
One button push fully automated global and segmental longitudinal strain measurement tool with 18 segments bull's eye display for left ventricle (LV). It supports images from cardiac sector transducers with or without ECG.

Dynamic HeartModel and 3D Quantification Bundle

Dynamic HeartModel, powered by AIUS, is a fully automated Live 3D quantification tool that calculates both the volumes of the LV and LA simultaneously, as well as an LV EF and SV in under 30 seconds. It quantifies Live 3D volumes using the X5-1 transducer and is designed to provide faster, easier and more robust results than previously available, on the majority of your patients.

The Dynamic HeartModel. App provides dynamics of the heart by showing moving contours for the left ventricle and left atrium which ensures higher diagnostic confidence. Dynamic HeartModelA.I. offers new measurements such as LV Mass, Cardiac Index, Complete LA volumes, and Indexed measurements using Body Surface Area for LA Max and LA Min volumes. This App allows the user to analyze multiple beats and average the results.

3DQ provides easy access to Live 3D, 3D Zoom, Full Volume, and 3D Color data sets. It offers viewing, cropping, slicing, and quantification including distance measurements, area, Bi-plane LV Volume, Ejection Fraction (EF) and LV Mass calculations. 3DQ also provides Multiplanar

101969 EPIQ CVx Ultrasound system

Line #	Part #	Description	Qty	Each	Price
		Reconstruction (MPR) views for unlimited anatomical planes from 3D volume and new 3D iSlice generation.			
3	****NUSX141**	**Footswitch**	**1**	**$**	**$**
		Footswitch provides the ability to freeze, acquire and print.			
4	****NUSX155**	**Battery Ext Life Pkg**	**1**	**$**	**$**
		Highly recommended for portable ultrasound studies. Doubles the time to be in transport mode when going mobile as compared to the Battery Standard Life. Allows system to be place in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.			
5	****FUS9350**	**X5-1 Transducer**	**1**	**$**	**$**
		xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.			
6	****FUS9354**	**X8-2t Transducer**	**1**	**$**	**$**
		High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.			
		Clinical Education			
		Clinical Education: ***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an E-Echo Online Subscription for one person (expires 60 days after install), an Online eLearning Bundle for one person (expires 60 days after install), a 1 Day Virtual Speaker led 3D TEE Course (expires 180 days after install), and a 1 Day 1:1 Virtual Qlab Session w/CSS (expires 180 days after install). ***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. *Includes 1 year warranty.*			
7	****FUS9393**	**S12-4 Transducer**	**1**	**$**	**$**
		High frequency phased array transducer with 12 to 4 MHz extended operating frequency range for pediatric and neonatal cardiology and neonatal head applications. Also can be used with the adult echo clinical option, and for intraoperative applications			
8	****FUS9395**	**S9-2 Transducer**	**1**	**$**	**$**

101969 EPIQ CVx Ultrasound system

Line #	Part #	Description	Qty	Each	Price
		Phased array transducer with 9 to 2 MHz extended operating frequency range for pediatric and small adult cardiology applications. This transducer is has a 120° wide field of view.			
9	****FUS9400**	**D2CWC Transducer**	**1**	**$**	**$**
		Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.			
10	****FUS7000**	**English Manual**	**1**		
		Operation Manual			
11	**SP019**	**Trade in Allowance**	**1**		
		Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in. Product: 795062.000 iE33 2D Select Configuration Serial Number: B05NVZ Manufacturer: PHILIPS HEALTHCARE			

Transducers/OEMs: N/A

Trade-In authorization number: TES-210214-035

Trade-In Value: $

Scheduled Removal Date:

Customer warrants the trade-in equipment described above is complete and accurate, which Trade-In the parties agree (i) will be removed on the Removal Date and (ii) is currently in working condition. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title until the Scheduled Removal Date;
2. Title to the Trade-In shall pass from Customer to Philips at installation of the purchased system, but Customer shall be responsible for any loss, theft, or damage to the Trade-In until the date that Philips actually removes the Trade-In from Customer's site (the “Actual Removal Date”);
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that by the Actual Removal Date all Protected Health Information will have been deidentified or removed from the Trade-In;
4. If the Actual Removal Date is later than the Scheduled Removal Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
5. If Customer does not allow Philips to remove the Trade-In, then Philips may invoice Customer for the Trade-In value plus any promotional dollars relating to the Trade-In.

12	**SEBLRSVNP1**	**Customer Note**	**1**		
		Reference Terms #CAA0038600			

**********PROMOTIONS**********

Promotion Name	Description
EPIQ CV System Trade In Promotion	Customers purchasing a new EPIQ cardiovascular ultrasound system will have an opportunity to take advantage of this promotion. This promotion provides a $28,000 discount when trading in a Philips or Non-Philips ultrasound system. The discount will be taken off the NET purchase price of the new system and is in addition to the FMV of the trade-in system. The serial number, make and model of the trade-in system will be required to take advantage of this promotion, and it must be returned to Philips Healthcare upon delivery of the new EPIQ system.

101969 EPIQ CVx Ultrasound system

**********PROMOTIONS**********

Promotion Name	Description
TEE Transducer Trade In Promotion	Customers purchasing a new Affiniti, EPIQ, or CX50 ultrasound system, or upgrading an Affiniti EPIQ, or CX50 ultrasound system with a TEE transducer will have an opportunity to take advantage of this promotion. This promotion provides a $10,000 discount when trading in a Philips or non-Philips TEE transducer. Must provide the TEE manufacturer name and serial number to receive the promotional discount.

101969 EPIQ CVx Ultrasound system

LIST PRICE	$
DISCOUNT	$
TRADE IN AMOUNT	$
NET PRICE	$

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500280

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

101969 EPIQ CVx Ultrasound system

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAP990	**EPIQ CVx 3D Ultrasound System**	1	$	$

EPIQ CVx is a new version of EPIQ for premium 3D echo, designed for cardiology featuring an uncompromised level of clinical performance to meet the challenges of today's most demanding practices – the most powerful architecture ever applied to ultrasound imaging – touching all aspects of acoustic acquisition and processing allowing you to truly experience Ultrasound's evolution to a more definitive modality.
Supported by our family of proprietary xMATRIX transducers and our leading edge of Anatomical Intelligence, this platform offers our highest level of premium performance.

Reinvention of the premium ultrasound user experience
• New tablet like configurable interface revolutionizes how you interact with the system resulting in a smoother workflow with improved layout and configuration.
• Lightest premium system in its class (230 pounds) – 40% lighter than the heaviest competitive premium system.
• Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing (720 degrees of freedom) to scan ergonomically
• Almost silent when running (37-41dB) – equivalent to the sound of a library
• 4 transducer ports
• Ambient lighting of transducer connectors and the peripheral housing bay
• Integrated footrest
• Integrated storage shelves
• 4-wheel swivel and swivel/brake lock control
The most powerful architecture ever applied to ultrasound imaging
• Proprietary nSight architecture - a totally new way to form ultrasound images – all without compromise.
The combination of a new precision beamformer and massive parallel processing allow EPIQ CVx to receive and process an enormous amount of acoustic data allowing the system to focus down to the pixel level…all in real time.
• Up to 7,071,744 total digital channels (xMATRIX configuration)
• Up to 4,718,592 total digital channels (non xMATRIX configuration)
• Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 320 dB for improved 2D
• Windows 10 Operating System
• Philips Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts
• Philips next generation XRES Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition
• Fully independent, multiple mode Triplex operation
• Active Native data for post-processing of frozen image data and Cineloop image data
• MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area

Transducers
Advanced Compact connector technology offers pinless design for exceptional reliability and performance that feature:

• Ergonomic designs with lightweight flexible cables
• New low-loss technology for better penetration with fewer artifacts
• Breakthrough frequency bandwidths and array configurations
Supports array configurations up to 20 MHz – sector, linear, curved, tightly curved, TEE and xMATRIX
volume transducers

Automation
Designed with our most innovative tools to maximize efficiency
Anatomical Intelligence
• EPIQ CVx supports the full range of 2D and 3D Anatomical Intelligence tools to provide reproducible and reliable results, including HeartModel.
AUTOSCAN (real time iSCAN) automatically optimizes gain while imaging and TCG continuously to assure you are achieving an optimal image in 2D & Live 3D.
• Intelligent Tissue Specific Imaging
• Application-specific and user definable Quicktext Automatic Annotation
• QuickSAVE User Defined Programs (up to 45 per transducer)
• SmartExam system-guided protocols with new features that include exam record and automatic mode switching to greatly improve workflow efficiencies
• Vascular Auto Doppler automatically adjusts color box position and angle, as well as sample volume placement and angle. Also includes Auto Flow Tracking for automatic angle correction with sample volume movements
• Vascular High-Q Automatic Doppler provides real-time tracking of Doppler signal, automatically selecting the highest peak velocity and with the touch of a button, adding measurements to your report.

Data
• Multi Modality Query Retrieve (Allows for the viewing of DICOM CT, iXR, NM, MRI and ultrasound images – you can review these images while you are live imaging)
• NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo and vascular
• DICOM 3.0 Print and Store capability to internal drive or DVD/CD
• Integrated Wireless DICOM
• On-board workstation-class data management with thumbnail previews and storage of images, loops, and reports
• Retrospective and prospective clip capture to internal drive or removable media
• Ability to export QLAB native data

Other Core Features
• Live 3D and xPlane imaging.
Provides a combination of functionality when using xMATRIX transducers in both 2D and Live 3D modes.
iRotate: ability to electronically rotate the 2D imaging plane without rotating the transducer. iRotate can be used in 2D and color flow. Live xPLANE: ability to image and acquire 2 orthogonal 2D images. The orthogonal plane can be tilted in the lateral or elevation plane as well as be rotated. Works in 2D and in color flow (all xMATRIX transducers). Live 3D: ability to perform real time Live 3D (dynamic 3D) allowing assessment of structures and its relationship within the anatomy, in greyscale and color Doppler. Zoom functionality optimized for detailed Live 3D imaging of specific anatomic structures. (all xMATRIX transducers). Live 3D Full Volumes: ability to capture a large volume in Live 3D. Designed to encompass the entire heart. Can be performed in greyscale or with color Doppler. Multiple acquisition modes available, from true 1 beat to 6 beats cardiac cycles all with high volume rates. Includes MultiVue; a real-time image alignment feature to improve efficiencies during procedures. (X5-1, X7-2, X8-2t and X7- 2t only).
• Tissue Doppler Imaging
• Coronary sub-mode for 2D and color imaging of coronary arteries (S5-1, S9-2, S8-3, S12-4, X5-

1, X7-2, X8-2t, X7-2t).
• Cardiac Stress Echo, with Defer Selection and Live Compare functions
• 2D, M-Mode, Color Doppler, PW, High PRF PW, CW
• Temporary ID
• LVO Contrast
• Cineloop Image, M-Mode and Doppler Review
• High Definition Write Zoom and Read Zoom with pan features
• Measurement tools including: distance, depth, area, and circumference
• Volume Flow Measurements
• User Defined Calculations
• Application-specific Body Mark selections
• Color Power Angio

Safeguard
This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system.

Security Plus
Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices. Requires Evolution 2.0 or later. This feature does not include or require SafeGuard (malware protection).

Region of interest Q-App (ROI)
Designed to increase the consistency and reliability of acoustic measurements while reducing the effort required to successfully perform ROI analysis for contrast imaging, tissue analysis and color Doppler.

Intima Media Thickness Q-App (IMT)
Provides automated measurements of intima media thickness in carotids and other superficial vessels, and eliminates the need to manually position cursors, minimizing the time needed to complete an IMT study.

Strain Quantification Q-App (SQ)
Measures the myocardial velocity from Color Tissue Doppler (aka TDI) datasets and derives the displacement, strain and strain rate along user-defined M-Lines; includes ability to overlay opening and closing of aortic and mitral valves on SQ curves to display Left Ventricle mechanical events; and the user-selectable waveform display makes SQ curves easier to read.

DVD Option
Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility.

Clinical Education

***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an Online e-Learning Bundle for one person (expires 60 days after install), and an Onsite Readiness Assessment (expires 300 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

Line #	Part #	Description	Qty	Each	Price

If you are purchasing Live 3D with a New System you will receive; a ***1 Day 3D AST w/Accommodations Only (expires 180 days after install), a 2 Day Clinical University w/Travel & Accom Pkg (expires 180 days after install), Virtual Qlab Modules qty 6 (expires 90 days after install), and a Virtual CSS Led Lecture (Up to 2 Hrs) (expires 180 days after install), a 1:1 CSS Led Virtual Session (Up to 2 hrs) (expires 180 days after install), and Virtual Speaker Led Lecture (Up to 2 Hrs) qty 3 (expires 180 days after install). All offsite training includes travel, see travel disclaimer

*If purchased with 2D Quantification Bundle, offsite advanced system training (AST) tuitions must be used consecutively.

**Travel packages included with education entitlements are available if needed, to cover the customer's airfare, transportation, hotel, and meals while attending a Philips program at one of our Philips corporate training centers. These packages are only provided if needed and are not intended to provide a dollar value to the customer to use towards alternative programs. Travel packages included with entitlements do not cover travel and accommodations to one of our premium education symposiums. Customer will be required to purchase a premium travel package in order to attend. Philips reserves the right to deliver virtually or through live stream, any live in person courses that may be impacted due to facility shut down, inclement weather, natural disaster, speakers inability to travel, or any other situation that is outside Philips control. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

2	****NNAV361**	**3D Leadership w AutoStrain LV**	**1**	**$**	**$**

CV Clinical Package
Adult Echo: Tissue Specific Imaging software for specific transducers in Adult echo ultrasound applications

- Display optimization software with Tissue Specific presets for Adult echo imaging and Doppler

applications

- Analysis software package includes a adult echo imaging protocol and report

- Allows operation of S5-1, X5-1, X8-2t, X7-2t, S9-2, S8-3, L15-7io, S7-3t, S8-3t and D2cwc transducers.

Pediatric Echo: Ped ECG
- Tissue Specific imaging software for specific transducers in pediatric cardiac ultrasound applications
- Display optimization software with Tissue Specific presets for pediatric cardiac imaging and Doppler applications
- Unique Analysis software package includes a dedicated pediatric cardiac imaging protocol and report, as well as fetal echo analysis

Allows operation of S8-3, S12-4, S5-1, X5-1 D2cwc, and S7-3t transducers.

Fetal Echo: Tissue Specific Imaging software for specific transducers in fetal echo ultrasound applications
- Display optimization software with Tissue Specific presets for fetal echo imaging and Doppler applications
- Analysis software package includes a fetal echo imaging protocol and report

Allows operation of C5-1, C9-2, S9-2, S8-3, X6-1 and eL18-4 transducers.

Vascular: Tissue Specific Imaging software for specific transducers in vascular ultrasound applications

- Display optimization software with Tissue Specific presets for vascular imaging and Doppler

applications

- Analysis software package includes a vascular imaging protocol and report;

Provides vascular reporting and allows operation of eL18-4, L12-3, L12-5, L18-5, L15-7io, C5-1, C8-5, D5cwc transducers.

TCD: Tissue Specific Imaging software for appropriate sector array and non-imaging static Doppler transducers in Trans Cranial Doppler ultrasound applications
- Analysis software package includes a TCD protocol and report, and Tissue Specific Imaging settings

Allows operation of S5-1, X5-1 and D2tcd Transducers.

AutoStrain LV

TOMTEC AutoStrain LV:
One button push fully automated global and segmental longitudinal strain measurement tool with 18 segments bull's eye display for left ventricle (LV). It supports images from cardiac sector transducers with or without ECG.

Dynamic HeartModel and 3D Quantification Bundle

Dynamic HeartModel, powered by AIUS, is a fully automated Live 3D quantification tool that calculates both the volumes of the LV and LA simultaneously, as well as an LV EF and SV in under 30 seconds. It quantifies Live 3D volumes using the X5-1 transducer and is designed to provide faster, easier and more robust results than previously available, on the majority of your patients.

The Dynamic HeartModel. App provides dynamics of the heart by showing moving contours for the left ventricle and left atrium which ensures higher diagnostic confidence. Dynamic HeartModelA.I. offers new measurements such as LV Mass, Cardiac Index, Complete LA volumes, and Indexed measurements using Body Surface Area for LA Max and LA Min volumes. This App allows the user to analyze multiple beats and average the results.

3DQ provides easy access to Live 3D, 3D Zoom, Full Volume, and 3D Color data sets. It offers viewing, cropping, slicing, and quantification including distance measurements, area, Bi-plane LV Volume, Ejection Fraction (EF) and LV Mass calculations. 3DQ also provides Multiplanar

Line #	Part #	Description	Qty	Each	Price

Reconstruction (MPR) views for unlimited anatomical planes from 3D volume and new 3D iSlice generation.

3 ****NUSX141** **Footswitch** **1** **$** **$**

Footswitch provides the ability to freeze, acquire and print.

4 ****NUSX155** **Battery Ext Life Pkg** **1** **$** **$**

Highly recommended for portable ultrasound studies. Doubles the time to be in transport mode when going mobile as compared to the Battery Standard Life. Allows system to be place in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.

5 ****FUS9350** **X5-1 Transducer** **1** **$** **$**

xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.

6 ****FUS9354** **X8-2t Transducer** **1** **$** **$**

High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.

Clinical Education

Clinical Education:

***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), an E-Echo Online Subscription for one person (expires 60 days after install), an Online eLearning Bundle for one person (expires 60 days after install), a 1 Day Virtual Speaker led 3D TEE Course (expires 180 days after install), and a 1 Day 1:1 Virtual Qlab Session w/CSS (expires 180 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

Includes 1 year warranty.

7 ****FUS9391** **S7-3t Transducer** **1** **$** **$**

High frequency phased array transesophageal transducer for pediatric cardiology imaging with 7 to 3 MHz extended operating frequency range, for pediatric cardiology imaging.

8 ****FUS9393** **S12-4 Transducer** **1** **$** **$**

101969 EPIQ CVx Ultrasound system

Line #	Part #	Description	Qty	Each	Price
		High frequency phased array transducer with 12 to 4 MHz extended operating frequency range for pediatric and neonatal cardiology and neonatal head applications. Also can be used with the adult echo clinical option, and for intraoperative applications			
9	****FUS9395**	**S9-2 Transducer**	**1**	**$**	**$**
		Phased array transducer with 9 to 2 MHz extended operating frequency range for pediatric and small adult cardiology applications. This transducer is has a 120° wide field of view.			
10	****FUS9400**	**D2CWC Transducer**	**1**	**$**	**$**
		Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.			
11	****FUS7000**	**English Manual**	**1**		
		Operation Manual			
12	**SEBLRSVNP1**	**Customer Note**	**1**		
		Reference Terms #CAA0038600			

**********PROMOTIONS**********

Promotion Name	Description
EPIQ CV Fleet Expansion Promotion	Select customers purchasing a new EPIQ CVx or CVxi ultrasound system will have an opportunity to take advantage of this promotion when they do not provide a system trade-in. This promotion provides a $15,000 discount.

101969 EPIQ CVx Ultrasound system

LIST PRICE	$	
DISCOUNT	$	
		$
NET PRICE	$	

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500280

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

PHILIPS PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. Twelve (12) Month System Warranty.

1.1 Philips Healthcare a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Ultrasound Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation or availability for first patient use, whichever occurs first.

1.2 If your purchase includes a Lumify Ultrasound Solution, then the above warranty extends to cover all standard transducers as part of the solution, for a period of sixty (60) months from the date of shipment of the System to the Customer.

1.2.1 If your purchase includes a Diamond Select Lumify Ultrasound Solution the standard twelve (12) Month System Warranty applies.

1.3 If your purchase includes a Rugged Lumify System Bundle Solution, then the above warranty extends to the Lumify Transducer and the associated Rugged Tablet for a period of sixty (60) months from the date of shipmetn to the Customer.

1.4 In addition, if your purchase includes a Lumify System Bundle (including transducer(s), commercial off the shelf smart device and smart device sleeve), then the warranty extends to cover the included smart device for a period of twelve (12) months from the date of shipment of the System to the Customer.

1.5 If your purchase includes a Sparq or CX50 Ultrasound Solution, then the above warranty extends to cover all standard transducers purchased with the System for a period of sixty (60) months after completion of installation or first patient use, whichever occurs first (not applicable in Canada).

1.6 If your purchase includes an Xperius Ultrasound Solution, then the above warranty extends for a period of Sixty (60) months from the date that is ten (10) calendar days after shipment of the System to the Customer.

1.7 If your purchase includes an InnoSight Ultrasound Solution, then the above warranty extends for a period of thirty six (36) months from the date that is ten (10) calendar days after shipment of the System to the Customer.

2. Planned Maintenance.

2.1 During the warranty period, Philips' service personnel will schedule planned maintenance visits in advance at a mutually agreeable time on weekdays, between 8:00 am and 5:00 pm, excluding Philips' observed holidays.

2.2 If your purchase includes a Lumify Ultrasound Solution, Lumify System Bundle, or Innosight solution, then planned maintenance is not required and any technical support is provided remotely.

2.3 .If your purchase includes an Xperius Ultrasound Solution, then Planned Maintenance is not required.

3. System Options, Upgrades or Accessories.

3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed; or

3.1.2 after ninety (90) days for parts only from the date of installation.

3.2 If your purchase includes a Lumify Ultrasound Solution or Lumify System Bundle, accessories are covered for a period of twelve (12) months from the date of shipment of the System to the Customer.

3.3 System upgrades for a Lumify Ultrasound Solution or a Lumify System Bundle are only available in the form of software updates.

4. System Software and Software Updates.

4.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.

4.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

4.3 All software is and shall remain the sole property of Philips or its software suppliers.

4.4 Use of the software is subject to the terms of a separate software license agreement.

4.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

4.6 Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

4.7 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.

4.8 If your purchase includes a Lumify Ultrasound Solution, installation of software licenses and updates are not performed by Philips.

4.9 If your purchase includes a Lumify System Bundle, the Lumify Software Application will be pre-installed by the Philips' factory.

4.10 Software updates and upgrades for a Lumify System Bundle will be available via the GooglePlay store or Apple App store.

5. Warranty Limitations.

5.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.

5.2 Any refund will be paid, to the Customer when the product is returned to Philips.

5.3 Warranty service outside of normal working hours (i.e. 8:00 am to 5:00 pm, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips standard service rates.

5.4 This warranty is subject to the following conditions: the product:

5.4.1 is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips);

5.4.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and,

5.4.3 is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

5.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

5.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

5.7 The obligations of Philips described are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

Limitation of Remedies for Xperius or InnoSight: Customer's remedy for damage to an Xperius or InnoSight Transducer or Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Xperius or Innosight Transducer and Tablet not more than once in any twelve (12) month period.

5.8 **Limitation of Remedies for Xperius or Innosight:** Customer's remedy for damage to a Xperius or Innosight Transducer or Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Xperius or Innosight Transducer and Tablet not more than once in any twelve (12) month period.

5.9 **Limitation of Remedies for Sparq or CX50 Ultrasound Transducer(s):** Customer's remedy for damage to a standard transducer (excludes TEE and Specialty Transducers) ordered with the Sparq or CX50 that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse, or cosmetic issues) is limited to repair or replacement of any standard transducer ordered with the Sparq or CX50 Solution not more than twice in any twelve (12) month period.

5.10 **Limitation of Remedies for Lumify Ultrasound Transducer(s) (including Rugged Lumify System Bundle Solution)**: Customer's remedy for damage to a Lumify Transducer or Rugged Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each of the Lumify Transducer not more than once in any twelve (12) month period.

5.10 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.11 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

6. Philips's Remote Services (PRS) also known as Philips' Remote Services Network (RSN).
6.1 Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (b) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services).
6.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or PRS/RSN access is provided.
6.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.
6.4 Warranty service for remote support only products like Lumify and InnoSight Ultrasound Solutions will be available only via phone between 8:00 am to 8:00 pm Eastern StandardTime (EST).

7. Transfer of System.
7.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.
7.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.
7.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.
7.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.
7.5 For the Lumify Ultrasound Solution, this warranty is made only to the original purchaser of the Lumify Ultrasound Solution or, if the seller is an authorized Philips' distributor or sub-distributor, this warranty is made to the initial end user of the Lumify Ultrasound Solution.
7.6 In either case, any subsequent sale or transfer of the Lumify Ultrasound Solution will void the warranty.

8. Limitation of Liability.
8.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.
8.2 THIS LIMITATION SHALL NOT APPLY TO:
8.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
8.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
8.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,
8.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

9. Disclaimer
9.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

10. Force Majeure.
10.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation, mandatory direction, or request, . For clarity, Customer requests shall not be considered 'government' requests under this section.

11. **Xtend Coverage and Maximizer Package**

11.1. As a supplement to the terms attached for Xtend Coverage the following shall apply:
11.1.1 Transducer coverage. Each year if one standard probe (excluding TEE and laparoscopic transducers) purchased with the system requires replacement due to failure or accidental damage, then Philips will replace such probe. If any additional transducers (excluding TEE and laparoscopic transducers) require replacement due to failure or accidental damage, Philips will provide such replacement at 50% off the Philips Service Exchange Program price.
11.2. As a supplement to the terms attached for Maximizer Package, the following shall apply:
11.2.1 Software options that are purchased separately from Covered System are not included.
11.2.2 Upgrades include software options that are contained within subsequent core operating system software releases.

Philips' system specifications are subject to change without notice.

PHILIPS

MASTER AGREEMENT

Philips Agreement Number: CAA0038600

This Master Agreement ("Agreement") between University Medical Center, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, located at 1800 W Charleston Blvd. Las Vegas, NV 89102-2386 ("Customer") and Philips Healthcare a division of Philips North America LLC, having its principal place of business at 3000 Minuteman Road, Andover, Massachusetts 01810 ("Philips") is effective as of day of final signature below ("Effective Date").

The parties agree as follows:

1. **Products**. Customer and Participating Entities defined below and identified in Exhibit B may purchase the products listed in Exhibit A ("Products").

2. **GPO Agreement**.

2.1 **Terms and Conditions.** In the event that the HealthTrust Purchasing Group, L.P. ("HealthTrust") Contract is extended or replaced with a new HealthTrust Contract covering the same products, the new HealthTrust Contract shall prevail. Customer at its option may change their Group Purchasing Organization ("GPO") membership by submitting to Philips an executed Designation Form, attached hereto as Exhibit C. Should either party terminate their corresponding agreement with HealthTrust prior to the expiration of this Agreement and no other controlling agreement exists, Philips Standard Terms and Conditions of Sale shall apply, until such time as Philips receives a fully executed Exhibit C or the parties enter into a new controlling agreement.

2.2 **Agreement Price File**. The Product prices quoted under this Agreement will be the HealthTrust price offered at the time of quoting. Customer, at its option, may change its Group Purchasing Organization ("GPO") membership by submitting to Philips an executed Designation Form. In the event of a change in GPO, the prices offered will be based on the Price File of the new GPO. If Customer elects not to be a member of a GPO, then the prices quoted by Philips under this Agreement will be based on the Philips Catalogue Price List ("CPL") offered at the time of quoting. If the GPO Agreement expires and is not replaced or if Philips terminates its relationship with the identified GPO selected by Customer, or terminates an individual GPO contract identified herein, the prices quoted by Philips under this Agreement shall be based on the Philips CPL in effect at the time of quoting.

2.3 **GPO Administrative Fees.** Customer and its affiliates acknowledge that, as part of this Agreement, where a GPO contract number appears in Exhibit A, Philips will pay HealthTrust administrative fees for all orders placed under this Agreement. Customer and its affiliates further acknowledge that for orders capable of being placed, but not placed, under this Agreement or not under a designated GPO, Philips will not incur liability for fees due; including administrative charges, rebates or other fees ("Fees"), associated with orders, instead placed under another agreement (including, but not limited to non-designated group purchasing organization agreements or Philips Standard Terms and Conditions of Sale) entered into by

Customer and its affiliates ("Another Agreement"). Customer and its affiliates shall be solely responsible for any Fees that a third party may assess due to Customer or its affiliates' purchases under Another Agreement.

3. **Order of Precedence**. In the event of a conflict between this Agreement, the underlying GPO Agreement, and/or the Philips Quote Terms and Conditions (where GPO terms are not applicable), the term of this Agreement shall prevail.

4. **Term and Termination**. The term of this Agreement is for three (3) years beginning on the Effective Date ("Term"). The Agreement may be extended for up to an additional two (2) consecutive one (1) year increments upon the Parties' mutual written consent. If the Parties do not agree to extend this Agreement thirty (30) days prior to the end of a Term, then this Agreement shall terminate at the end of such Term. Expiration or termination of this Agreement shall have no effect on orders for Products or service contracts which have been accepted or signed, as applicable; by Philips prior to the date this Agreement expires or is terminated.

5. **Payment Terms.**

   5.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice based on the date of invoice for each product or service in accordance with the payment terms set forth in the applicable GPO Agreement as defined in Section 2 above. In the event that there is no GPO agreement, payment terms set forth in Philips standard terms and conditions of sale shall apply.

   5.2 Payment Methods. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.

   5.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. **Delivery Terms**. FOB Destination

7. **Participating Entities**. Philips shall provide the aforementioned Products to Customer and Participating Entities listed in Exhibit B. Participating Entities shall also be referred to as Customer in this Agreement. Customer warrants and represents that by signing below, Customer has the legal authority to bind the participating entities and/or affiliates listed on the attached Exhibit B to the terms and conditions of this Agreement.

8. **Relationship of Parties.** None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this Section.

9. **Assignment**. Except for Philips' right to assign payment, neither party may assign any rights or obligations in connection with the transactions contemplated by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any

attempted assignment without such consent shall be of no force or effect.

10. **Confidentiality Language on Quotes.** Quotations contain confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on the quotation. Any disclosure to third parties shall be pursuant to Nevada law including, but not limited to, the Nevada Revised Statutes Chapter 239, Public Records (refer to Section 11 herein), and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies.

11. **Customer Criteria**. Customer will:

(a) For non-configurable products and medical consumables and sensors, orders under $500.00 may be placed through the Philips online store using one of the methods below:

Website store:	https://www.patientcare.shop.philips.com
Email:	healthcare.store@philips.com
Phone:	1-800-225-0230
Fax:	1-800-947-3299

12. **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 Philips 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. 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 Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

13. **Public Records**. Philips acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that Philips has claimed to be confidential and proprietary, such as Philips's pricing, programs, services, business practices or procedures, Customer will immediately notify Philips of such demand and Philips shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. If Philips requires customer to not release such records by filing an injunction for protective order, then Philips shall indemnify and defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Philips document(s) in Customer's custody and control that Philips's claims to be confidential and proprietary.

14. **Publicity**. Subject to the Public Records Section, neither Customer nor Philips 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.

15. **Force Majeure**. Neither party shall be deemed to be in violation of this Agreement if it is

prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

16. **Business Associate Agreement**. Customer and Philips understand and acknowledge that during the performance of this Agreement, both parties may become aware of or come into possession of information that contains Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must remain secured, confidential, and protected in accordance with HIPAA and any other applicable federal and state statutes, rules, and regulations. In connection therewith, the parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated November 28, 2015, which is herein incorporated into this Agreement by this reference.

17. **Non-Excluded Healthcare Provider**: Philips represents and warrants to Customer that neither it nor to its knowledge that 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 knows are excluded from participation in any federal health care program, to provide goods or services hereunder. Philips represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred against Philips or to its knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

18. **Notices:** All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:

To Customer:	Contracts Management University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, Nevada 89102
To Philips:	Philips Healthcare North America LLC 3000 Minuteman Road Andover, Massachusetts 01810

19. **Insurance**. Philips party represents that it has and will maintain comprehensive automobile insurance in an amount of $2,000,000 per occurrence, commercial general liability insurance in an amount of $2,000,000 per occurrence and $4,000,000 aggregate, and professional liability insurance in an amount of $2,000,000 and workers' compensation insurance in the statutory required amounts. Notwithstanding the foregoing, Customer is self-insured in the amount of Two Million Dollars ($2,000,000). A party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon written request by the other party. This Section shall survive the expiration or termination of this Agreement.

20. **Non-Discrimination**. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.

21. **Assignment; Use of Subcontractors**. Except for Philips' right to assign payment, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Also, with the other party's consent, which shall not be unreasonably withheld, either party may transfer and assign this Agreement to any person or entity that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Philips may hire subcontractors to perform work under this Agreement, provided that Philips will at all times remain responsible for the performance of its obligations and duties under this Agreement.

22. **Indemnification**. Subject to the Limitations of Liability Section herein, Philips agrees to indemnify, defend and hold harmless Customer from and against any and all claims, liabilities, losses, actions, damages, demands, suits, judgments or proceedings, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness or intentional misconduct of Philips or Philips' employees or agents but only to the extent that they cause bodily injury (including death) or tangible property damage (up to the cost to repair or replace such damaged property).

23. **Limitations of Liability**. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.

    THIS LIMITATION SHALL NOT APPLY TO:

    (a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

    (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;

    (c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI"); AND,

    (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

24. **Disclaimer.** EXCEPT FOR CUSTOMER'S BREACH OF THE LICENSE RESTRICIONS SET FORTH IN THIS AGREEMENT (INCLUDING REVERSE ENGINEERING AND CREATION OF

DERIVATIVE WORKS) IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

25. **Warranty**. Philips hereby represents and warrants that all services provided hereunder will be performed in a good workmanlike manner and shall operate in accordance with all laws, regulations and ordinances (federal, state and local).

26. **Governing Law**. Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

27. **Confidential Information**. To the extent expressly authorized by Nevada law, each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five (5) years after this Agreement terminates or expires.

28. **Entire Agreement**. This Agreement, together with Exhibits A through C, attached hereto and incorporated herein, the HealthTrust Group Purchasing Agreement identified in Exhibit A, effective at the time of quoting, and the Philips Quote Terms and Conditions (where GPO terms are not applicable) establishes the entire Agreement under which Philips agrees to sell and Customer agrees to purchase products and support. Any additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer and Participating Entities are specifically rejected, and will not apply to the transactions contemplated by this Agreement.

29. **Modification**. Any modification, amendment or supplement to this Agreement shall not be binding unless it is in writing and signed by an authorized representative of Customer and Philips.

PHILIPS

Contract terms and conditions, pricing, and other entitlements contained herein expire ninety (90) days from November 4, 2020 unless the contract is fully executed by both parties.

Accepted and agreed by:

University Medical Center of Southern Nevada

Signature:

Mason Van Houweling

Printed Name:

CEO

Title:

11/5/2020

Date:

Philips Healthcare, a division of Philips North America LLC

Electronic signature below

Signature:

Thuy Hong

Printed Name:

Sr. Manager

Title:

09-Nov-2020

Date:

DocuSigned by:

Thuy Hong

Signer Name: Thuy Hong
Signing Reason: I approve this document
Signing Time: 09-Nov-2020 | 10:42:11 AM PST

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PHILIPS

Exhibit A
Products

Promotions/Discounts.
If an applicable promotional discount exceeds the total Agreement discount stated herein, the Customer is entitled to use the Promotion in lieu of this Agreement. Customer is always entitled to receive the highest discount between the Promotion and this Agreement.

Modality	GPO Contract No. (Existing as of the Effective Date)	Product
Measurement and Monitors	500111	Patient Monitoring Capital
	500111	Vital Signs / Sure Signs
	500111	OB
	500111	Fetal Monitoring
	500111	Intellispace Event Management
	500111	IntelliVue Guardian
	500111	iECG
	500111	Stress Testing System (ST80i)
	500111	Holter Monitoring System (DigiTrak)
	500111	Cardiographs (PageWriter)
	Philips Std. Terms and Conditions	AED Hardware
	Philips Std. Terms and Conditions	ALS Hardware
	Philips Std. Terms and Conditions	AED Consumables
	Philips Std. Terms and Conditions	ALS Consumables
Fetal & Medical Consumables and Supplies (MCS)	500111	Accessories / Supplemental
	500111	ECG Cables and Lead sets
	500111	ECG Electrodes
	500111	Gas Measurements
	500111	NIBP Cuffs
	500111	Paper
	500111	SpO2 Sensors
	500111	Temperature Probes
	500111	Fetal Measurements

PHILIPS

Modality	GPO Contract No. (Existing as of the Effective Date)	Product
Hospital Respiratory Care (HRC)	HPG1435	V60
	HPG1435	NIV Software
	HPG1435	NIV Other
	HPG1435	Trilogy 202
	HPG1435	Invasive Ventilation Other
	HPG1435	NM3 Monitoring
	HPG1435	Carts
	HPG1435	Universal Carts
	HPG1435	IV Software
	HPG1435	Mask
	HPG1435	Specialty Mask
	HPG1435	OEM
	HPG1435	AF541
	HPG1435	Trilogy Circuits
	HPG1435	Circuits
Children's Medical Ventures (ChMV)	HPG750	Bilichek
	HPG750	Bilichek Disposable
	HPG750	Phototherapy
	HPG750	Phototherapy Accy
	HPG750	Phototherapy and Jaundice Other
	HPG750	Calming & Soothing
	HPG750	Therapy Support
	HPG750	Positioning and Developmental Care
Patient Monitoring	500152	PM Capital
		PM Consumables
		Ferroguard
Coils	500152	Invivo Coils
		Lung Cancer Solution
		Neuro (HW & SW)
		DynaCAD Breast and/or Prostate
		Sentinelle Coils
		UroNav Capital
		UroNav Consumables

PHILIPS

Modality	GPO Contract No. (Existing as of the Effective Date)	Product
	500005	Interventional X-Ray (iXR)
	500005	Diagnostic X-Ray (DXR)
	500005	Computed Tomography (CT)
	500005	Magnetic Resonance (MR)
Advanced Molecular Imaging (AMI)	500005	SPECT & SPECT/CT
	500005	Positron Emission Tomography (PET/CT)
Women's Healthcare (WHC)	500005	Mammography Products
C-Arms	500005	Surgery
	500005	Cardio Vascular Systems
Universal RF	500005	Multi Diagnost Eleva (MDE)
Radiation Oncology	*Philips Std Terms and Conditions	PROS
	*Philips Std Terms and Conditions	Imaging Clinical App Platform (ICAP)
Clinical Informatics	*Philips Std Terms and Conditions	IntelliSpace Cardiovascular (ISCV)
	*Philips Std Terms and Conditions	Xcelera
	*Philips Std Terms and Conditions	Xper IM
CS Professional Services	*Philips Std Terms and Conditions	Ambient Experience

Modality	GPO Contract No. (Existing as of the Effective Date)	Product
	500280	EPIQ
		Affiniti
		CX50
		iE33
		QLAB
		Q-Station
		ClearVue
		Sparq
		iU22
	*Philips Std Terms and Conditions	Lumify

** Philips Terms and Conditions of Sale are available at* http://www.usa.philips.com/healthcare/about/terms-conditions

Notes:

1. Customer may choose to purchase *Remarketed Diamond Select* or *Demo Sell Through Equipment* when available. Pricing is determined at the time of order, based on equipment fair market value.
2. Customer is entitled to the Clinical Education discounts provided under the HealthTrust agreement.

PHILIPS

Exhibit B

Participating Entities

This Exhibit entitles the Customer and the following entities and/or affiliates to order and/or accept shipments from Philips for Products specified on Exhibit A within this Agreement. Changes to this Exhibit require Customer to provide written notification to Philips.

Customer Name	Address	City	State	Zip Code
University Medical Center of Southern Nevada	1800 W. Charleston Blvd	Las Vegas	NV	89102

PHILIPS

Exhibit C
Philips Healthcare ("Philips")
Contract Designation Form
Submitted pursuant to the Philips Agreement between
Philips Healthcare
a division of Philips North America LLC ("Philips") and

HealthTrust Purchasing Group
(CUSTOMER TO ENTER GROUP PURCHASING ORGANIZATION OR MULTI HOSPITAL SYSTEM)

1. **MEMBERSHIP**
Member hereby affirms that it is a valid Member of the multi-hospital system ("MHS") or group purchasing organization ("GPO") indicated above. Member is defined as a Hospital or other legal entity under contract with the MHS or GPO.

2. **DESIGNATION**
Member hereby designates MHS or GPO as its sole representative for negotiating purchase agreements with Philips. Member agrees that such designation will remain in effect so long as Member continues its present association with MHS or GPO or until Philips receives notification that Member's participation is discontinued. In such event, Member shall no longer be eligible to purchase under the agreement between GPO or MHS and Philips ("Agreement").

3. **PURCHASES**
Members are responsible for obtaining a copy of their purchase agreement directly from the MHS or GPO. Member agrees that all purchases of Philips products shall be governed exclusively by the terms and conditions of the Agreement. Member's additional or different terms and conditions, whether stated in a purchase order or other document issued by Member, are specifically rejected and shall not apply to the transactions between Member and Philips products.

4. **CANCELLATION**
Any existing Designation Form between Philips and Member shall be canceled on the date of Philip's acceptance of this Designation Form.

IMPORTANT!!

- Orders referencing a purchase agreement cannot be placed until Philips receives and accepts this signed designation form.
- All orders must reference the purchase agreement number to receive a discount.
- Upon Philips acceptance of this form, after it is signed by the Member and returned to Philips, Philips will countersign and return a copy to the MHS or GPO referencing the purchase agreement in the space below.

MEMBER	**PHILIPS**
University Medical Center of Southern Nevada	
Hospital	Name
1800 W. Charleston Blvd	
Street Address	Title
Las Vegas Nevada 89102	
City, State, Zip	Signature
Mason VanHouweling	
Name	Date
CEO	
Title	
	After completing this Designation Form, mail or fax to:
eMail	
702-383-2000	Philips Healthcare
Phone / Fax	Business Center- MS2214
	3000 Minuteman Road
Signature	Andover, MA 01810
11/5/2020	Phone: (800) 934-7372
Date	Fax: (800) 947-3299
	Healthcare.orders@philips.com

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:	Philips North America, LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 Minuteman Road	**Website: www.philips.com**
City, State and Zip Code:	Andover, MA 01810	**POC Name: Terry-Ann Masters** **Email: terry.masters@philips.com**
Telephone No:	978-659-2829	**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)
Vitor Rocha	President and CEO	100 % owned by Philips Holding USA Inc.
James Mark Mattern, II	Senior Vice President & Treasurer	
Joseph E Innamorati	Senior Vice President and Secretary	
Paul Cavanaugh	Vice President	
Karen Maloney	Assistant Secretary	

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

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

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

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

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

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

Mark G. O'Malley
Signature

Mark G. O'Malley
Print Name

Senior ManagerContracts
Title

February 14, 2019
Date

April 7th, 2021

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

Re: Request for competitive bidding information regarding Imaging Equipment - Ultrasound Consoles.

Dear Ms. Heiy:

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 Imaging Equipment - Ultrasound Consoles. 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 Imaging Equipment - Ultrasound Consoles category. HealthTrust issued RFPs and received proposals from identified suppliers in the Imaging Equipment - Ultrasound Console category. A contract was executed with Philips, Siemens, Canon and Zonare in September of 2014. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Lease Agreement with Daniel L. Orr, D.D.S., M.S., LTD.**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of County Commissioners, also sitting as the Board of Hospital Trustees the Lease Agreement with Daniel L. Orr, D.D.S., M.S., LTD. and University Medical Center of Southern Nevada for space at 2040 W. Charleston Blvd., Suite 201; authorize the Chief Executive Officer to execute renewal options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: N/A
Funded Pgm/Grant: N/A
Description: Lease Agreement
Bid/RFP/CBE: NRS 244.2833
Term: 2/1/2021 – 1/31/2024 w/ two (2) one (1) year extension options
Amount: $40,968.12 first year rent revenue, with
annual base adjustments of 4% or the annual percentage
change in the Consumer Price Index, whichever is lower.

BACKGROUND:

Nevada Revised Statute 450.440(7)(d) provides that county-operated hospitals may rent office space to members of its medical staff in facilities owned or operated by the hospital. Dr. Orr is a member of the University of Nevada, Las Vegas School of Medicine, a member of UMC's medical staff and a provider to UMC's Department of Oral & Maxillofacial Surgery.

Dr. Orr has leased space in the 2040 Building since 1987, and he has requested a new lease agreement. The building houses the University of Nevada School of Medicine and the medical library. The suite leased by Dr. Orr contains approximately 1,733 square feet, and the new contract rental rate will be $1.97 per square foot, which is comparable to rents in other areas of the building.

The term of this new Lease will be for 3 years from February 01, 2021 – January 31, 2024 with two (2) additional one (1) year options to extend. The monthly rent payable to UMC for the first year is $3,414.01 and will be subject to annual increases of 4% or the change in Consumer Price Index, whichever is lower. The total estimated revenue to UMC for all years and options under the Lease is $221,896.55. UMC has the

Cleared for Agenda
April 28, 2021

Agenda Item #
13

option to terminate upon ninety (90) days' notice. Staff also requests authority for the Chief Executive Officer to execute any Lease renewal options at his discretion if deemed beneficial to UMC.

This Lease is subject to the Board of County Commissioners final approval wherein a Resolution of Intent to Lease Real Property will be adopted and requires public hearing.

The Executive Director, Support Services has reviewed this Lease and recommends for approval by the Board of Hospital Trustees. This Lease 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 April 21, 2021 meeting and recommended for approval by the Governing Board.

LEASE AGREEMENT

THIS LEASE is entered into by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as "LESSOR") and DANIEL. ORR, D.D.S., M.S., LTD. (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is the owner of that certain real property and six story office building located at 2040 West Charleston Boulevard, Las Vegas, Nevada, known as the "2040 Medical Education Building" (hereinafter referred to as "2040 BUILDING").

WHEREAS, Nevada Revised Statute 450.440(7)(d) provides that LESSOR may rent office space to members of University Medical Center of Southern Nevada's (UMCSN) medical staff in facilities owned or operated by LESSOR in order to attract and/or retain current staff physicians; and

WHEREAS, LESSOR desires to lease its space in the 2040 BUILDING for use as medical offices to members of its medical staff; and

WHEREAS, LESSEE is a member of LESSOR's medical staff; and

WHEREAS, LESSEE desires to lease office space in the 2040 BUILDING from LESSOR to be used as a medical office.

NOW THEREFORE, in consideration of the rents, covenants and agreements contained herein, Lessor leases to Lessee, and Lessee leases from Lessor certain professional medical office space comprised of a portion of the 2040 BUILDING containing approximately 1,733 square feet, commonly referred to as Suite 201, in the 2040 BUILDING ("Premises").

1. TERM: The term of this lease shall become effective on the 1st day of February, 2021 ("Rent Commencement Date"), and subject to Paragraphs 2.4 and 2.5, below, shall remain in effect through Midnight on the 31st day of January, 2024 ("Initial Term"). At the end of the Initial Term, the parties shall have the option to extend the Lease for two (2) additional one (1) year periods (each an "Extension Term") upon mutual agreement. The Initial Term and Extension Terms shall collectively be referred to as the "Term".

2. BASE RENT: The Base Rent reserved for the premises leased to the LESSEE hereunder ("Base Rent" or "Rent") shall be the sum of Three Thousand Four Hundred Fourteen and 01/100 Dollars ($3,414.01) per month, (as adjusted pursuant to paragraph 2.1 hereunder) which sum represents One and 97/100 Dollars ($1.97) per square foot, to be paid to LESSOR in lawful money of the United States of America, which LESSEE agrees to pay monthly in advance, without deduction, claim, offset, prior notice or demand at such place or places as may be designated from time to time by LESSOR.

2.1. Adjusted Base Rent: Commencing on the first annual anniversary of the Rent Commencement Date and each and every annual anniversary thereafter (each a "Lease Anniversary Date"), the Base Rent payable during the ensuing twelve-month period shall be increased by an amount equal to four percent (4%) of the rate for the prior period or by an amount equal to the change in the Consumer Price Index, All Urban Consumers, United States City Average for the most recent consecutive twelve month period, whichever is less. The Index in publication three (3) months before the Lease Anniversary Date shall be the "Comparison Index." When the Base Rent payable as of each Lease Anniversary Date is determined, LESSOR shall promptly give LESSEE thirty (30) days' written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for purposes under this Lease.

2.2. Definition of Rent: All costs and expenses which Lessee assumes or agrees to pay to LESSOR under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to LESSOR's Accounts Receivable Department.

2.3. Definition of Termination Date: The termination date shall be ninety (90) days after LESSOR has served LESSEE with a notice to quit the premises.

2.4 Fiscal Fund-Out: This Agreement shall terminate and LESSOR's obligations under it shall be extinguished at the end of any of LESSOR's fiscal years in which LESSOR's governing body fails to appropriate monies for the ensuing fiscal year sufficient to fund LESSOR's obligations under this Agreement.

2.5 Budget Act: In accordance with NRS 354.626, the financial obligations of LESSOR under this Lease shall not exceed those monies appropriated and approved by LESSOR for operation and maintenance of the 2040 BUILDING during the then-current fiscal year under the Local Government Budget Act.

3. INTEREST: If LESSEE fails to pay within ten (10) days of when Rent is due, any Rent or other amounts or charges which LESSEE is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the prime commercial rate then being charged by Bank of America, Nevada, plus two percent (2%) per annum. LESSEE acknowledges that the late payment of any Monthly Installment of Base Rent will cause LESSOR to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs, attorney's fees, and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Acceptance of any interest charge shall not constitute a waiver of LESSEE's default with respect to a non-payment by LESSEE or prevent LESSOR from exercising any other rights or remedies available to LESSOR under this Lease.

4. SECURITY DEPOSIT: In consideration of LESSEE's full and faithful performance of the terms and conditions of its existing lease with LESSOR for the Premises which has been in effect since November 1, 1987, LESSOR agrees to waive the security deposit.

5. LESSEE'S USE OF THE PREMISES: LESSEE shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the 2040 BUILDING, of which LESSEE has been given a copy prior to execution of this Lease, or the certificate of occupancy issued for the 2040 BUILDING, and shall, upon notice from LESSOR, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or certificate of occupancy. LESSEE, at LESSEE's own cost and expense, shall comply with all laws, ordinances, covenants, restrictions, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of LESSEE's use or occupancy of the Premises impose any duty upon LESSEE or LESSOR with respect to the Premises or its use or occupation. A Judgment of any court of competent jurisdiction or the admission by LESSEE in any action or proceeding against LESSEE that LESSEE has violated any such laws, ordinances, covenants, restrictions, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between LESSOR and LESSEE. Conversely, a Judgment of any Court of competent jurisdiction, or the admission by any opposing party in any action or proceeding against LESSEE that LESSEE has not violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between LESSOR and LESSEE. LESSEE shall not knowingly do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the 2040 BUILDING and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the LESSOR's Insurance Carrier or any other organization performing a similar function. LESSEE shall promptly, upon demand, reimburse LESSOR for any additional premium charged for such policy by reason of LESSEE's failure to comply with the provisions of this Paragraph. LESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the 2040 BUILDING, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Premises. LESSEE shall not commit or suffer to be committed any waste in or upon the Premises.

6. SERVICES AND UTILITIES: Provided that LESSEE is not in default hereunder, and subject to Paragraphs 2.4 and 2.5, LESSOR agrees to furnish to the Premises during generally recognized business days, and during hours determined by LESSOR in its sole discretion, and subject to the Rules and Regulations of the 2040 BUILDING, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in LESSOR's judgment for the comfortable use and occupancy of the Premises. Factors used by LESSOR in determining the length of time utilities will be furnished for comfortable use and occupancy of the premises will be: 1) customary usage in the area; 2) costs of additional provision of utilities; 3) customary business hours; and, 4) intent of the parties. If LESSEE desires HVAC at any other time, subject to Paragraphs 2.4 and 2.5, LESSOR shall use reasonable efforts to furnish such service upon reasonable notice from LESSEE and LESSEE shall pay LESSOR's charges there for on demand. Subject to Paragraphs 2.4 and 2.5, LESSOR shall also maintain and keep lighted the common stairs, common entries and restrooms in the 2040 BUILDING. LESSOR shall not be in default hereunder or be liable for any damages directly or indirectly resulting from,

nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services; (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of LESSOR, or by the making of necessary repairs or improvements to the Premises, or 2040 BUILDING; or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, or 2040 BUILDING; LESSOR shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If LESSEE uses heat generating machines or equipment in the Premises which affects the temperature otherwise maintained by the HVAC system, LESSOR reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by LESSEE to LESSOR upon demand by LESSOR.

LESSOR shall not be liable for telephone installation, equipment or any expenses incurred by LESSEE for the installation, operation or maintenance of such equipment.

LESSEE shall not, without the written consent of LESSOR, use any apparatus or device in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general and medical office space, as determined by LESSOR. LESSEE shall not connect any apparatus requiring electric current except through existing electrical outlets in the Premises. LESSEE shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general and medical office space (as determined by LESSOR), without first procuring the written consent of LESSOR, which LESSOR may refuse, and in the event of consent, LESSOR may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair, shall be paid for by the LESSEE and LESSEE agrees to pay LESSOR promptly upon demand for all such water and electric current consumed as shown by said meters at the rates charged for such services by the local public utility company plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by LESSOR at LESSEE's expense. In determining whether or not LESSEE is consuming excessive utilities, LESSOR will consider customary usage in both the 2040 BUILDING and the area.

Nothing contained in this Paragraph shall restrict LESSOR's right to require at any time, separate metering of utilities furnished to the Premises. In the event utilities are separately metered, LESSEE shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by LESSOR in keeping account of the utilities so consumed. LESSEE shall be responsible for the maintenance and repair of any such meters at its sole cost.

Subject to Paragraphs 2.4 and 2.5, LESSOR shall furnish elevator service, lighting replacement for 2040 BUILDING standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

7. CONDITION OF THE PREMISES: LESSEE's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition, except for such matters as to which LESSEE gave LESSOR notice on or before the possession date. No promise of LESSOR to alter, remodel, repair or improve the Premises or the 2040 BUILDING and no representation, express or implied, respecting any matter or thing relating to the Premises, 2040 BUILDING or this Lease (including, without limitation, the condition of the Premises or the 2040 BUILDING) have been made to LESSEE by LESSOR, other than as may be contained herein or in a separate exhibit or addendum signed by LESSOR and LESSEE.

8. CONSTRUCTION, REPAIRS AND MAINTENANCE:

a. Subject to Paragraphs 2.4 and 2.5, the LESSOR shall maintain in good order, condition and repair, the 2040 BUILDING and all other portions of the Premises not the obligation of LESSEE or of any other tenant in the 2040 BUILDING.

b. LESSEE'S Obligations.

(1) LESSEE, at LESSEE's sole expense shall, except for services furnished by LESSOR pursuant to Paragraph 6 hereof, maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, 2040 BUILDING standard furnishings and special items and equipment installed by or at the expense of LESSEE.

(2) LESSEE shall be responsible for all repairs and alterations in and to the Premises, 2040 BUILDING and the facilities and systems thereof, the need for which arises out of (i) LESSEE's use or occupancy of the Premises; (ii) the installation, removal, use or operation of LESSEE's Property (as defined in Paragraph 10) in the Premises; (iii) the moving of LESSEE's Property into or out of the 2040 BUILDING; or (iv) the act, omission, misuse or negligence of LESSEE, its agents, or employees.

(3) If LESSEE fails to maintain the Premises in good order, condition and repair, save for normal and ordinary wear and tear, LESSOR shall give LESSEE notice to do such acts as are reasonably required to so maintain the Premises. If LESSEE fails to promptly commence such work and diligently prosecute it to completion, LESSOR shall have the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by LESSOR shall be paid by LESSEE, promptly after demand with interest as provided in Paragraph 3, from the date of such work, but not to exceed the maximum rate when allowed by law. LESSOR shall have no liability to LESSEE for any damage, inconvenience

or interference with the use of the Premises by LESSEE as a result of performing any such work.

c. Compliance with Law. LESSOR and LESSEE shall each do all acts required to comply with all applicable Nevada laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. Load and Equipment Limits. LESSEE shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry. The cost of any such pre-determination made by LESSOR's structural engineer shall be paid for by LESSEE, within fifteen (15) days, upon demand. LESSEE shall not install business machines or mechanical equipment which cause noise or vibration to such a degree it's to be objectionable to LESSOR or other 2040 BUILDING Lessees.

e. Except as otherwise expressly provided in this Lease, LESSOR shall have no liability to LESSEE nor shall LESSEE's obligations under this Lease be reduced or abated in any manner, whatsoever, by reason of any inconvenience, annoyance, or interruption to business arising from LESSOR's making any repairs or changes which LESSOR is required or permitted by this Lease or by any other Lessee's lease or required by law to make in or to any portion of the 2040 BUILDING or Premises. LESSOR shall nevertheless use reasonable efforts to minimize any interference with LESSEE's business in the Premises.

f. LESSEE shall give LESSOR prompt verbal notice followed by written notice, of any damage to or defective condition in any part of appurtenance of the 2040 BUILDING's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

g. Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to LESSOR broom clean and in the same condition as on the date LESSEE took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from LESSEE's use or from the removal of LESSEE's property pursuant to Paragraph 10b shall be repaired by LESSEE at LESSEE's expense.

9. ALTERATIONS AND ADDITIONS:

a. LESSEE shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of LESSOR. LESSOR's consent may be conditioned on LESSEE's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date LESSEE took possession. All work with respect to any addition, alteration or improvement, shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by LESSOR, and such work shall be diligently prosecuted to completion. LESSOR may, at LESSOR's option, and per LESSEE specifications, require that any such work be performed by LESSOR's contractor, in which case, LESSEE shall pay the cost of such work shall within ten (10) days after presentation of the invoice for the work.

b. LESSEE shall pay the costs of any work done on the Premises pursuant to

Paragraph 9a and shall keep the Premises free and clear of liens of any kind. LESSEE shall be financially responsible to defend against and keep LESSOR free from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for LESSEE.

LESSEE shall keep LESSEE's leasehold interest, and any additions or improvements which are or become the property of LESSOR under this Lease, free and clear of all attachment or Judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, LESSEE shall give LESSOR notice of the intended commencement date a sufficient time before that date to enable LESSOR to post notices of non-responsibility of any other notices which LESSOR deems necessary for the proper protection of LESSOR's interest in the Premises and/or 2040 Building, and LESSOR shall have the right to enter the Premises and post such notices at any reasonable time.

c. LESSOR may require, that LESSEE provide to LESSOR, at LESSEE's expense, a lien and completion bond in an amount equal to at least one and one-half (1-1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect LESSOR against any liability for mechanic's and material men's liens, and to ensure timely completion of the work. Nothing contained in this Paragraph 9c shall relieve LESSEE of its obligations under Paragraph 9b to keep the Premises and/or 2040 BUILDING free of all liens.

d. Unless their removal is required by LESSOR as provided in Paragraph 9a, all additions, alterations and improvements made to the Premises shall become the property of LESSOR and be surrendered with the Premises upon the expiration of the Term, provided, however, LESSEE's Property may be removed, subject to the provisions of Paragraph 10b.

10. LEASEHOLD IMPROVEMENTS- LESSEE'S PROPERTY:

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of LESSEE ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of LESSOR and shall not be removed by LESSEE, except as expressly provided for in Paragraph 10b.

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of LESSEE, without expense to LESSOR, which can be removed without structural damage to the 2040 BUILDING, and all furniture, furnishings and other articles of movable personal property owned by LESSEE and located in the Premises (collectively "LESSEE's Property") shall

be and shall remain the property of LESSEE and may be removed by LESSEE at any time during the Term, provided that if any of LESSEE's property is removed, LESSEE shall promptly repair any damage to the Premises or to the 2040 BUILDING resulting from such removal.

11. RULES AND REGULATIONS: LESSEE agrees to comply with (and cause its agents, contractors, employees and invitees to comply with), the Rules and Regulations attached hereto as Exhibit "A" and with such reasonable modifications thereof and additions thereto as LESSOR may from time to time make. LESSOR shall not be responsible for any violation of said Ru1es and Regulations by other lessees or occupants of the 2040 BUILDING. If LESSOR elects to change the Rules and Regulations, LESSOR shall give LESSEE fifteen (15) days' written notice prior to enforcement of such changes.

12. CERTAIN RIGHTS RESERVED BY LESSOR: LESSOR reserves the following rights, exercisable without liability to LESSOR for (a) damage or injury to property, person or business; (b) causing an actual or constructive eviction from the Premises; or (c) disturbing LESSEE's use or possession of the Premises:

a. To change the name or street address of the 2040 BUILDING;

b. To install and maintain all signs on the exterior and interior of the 2040 Building;

c. To have pass keys to the Premises and all doors within the Premises, excluding LESSEE's vaults and safes;

d. At any time during the Term, and on reasonable prior notice to LESSEE, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of 2040 BUILDING, or to any assignee of any mortgage on the 2040 BUILDING, or to others having an interest in the 2040 BUILDING, and during the last six (6) months of the Term, to show the Premises to prospective lessees thereof; and

e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the 2040 BUILDING (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the 2040 BUILDING or LESSOR's interest therein, or as may be necessary or desirable for the operation or improvement of the 2040 BUILDING or in order to comply with laws, orders or requirements of governmental or other authority. LESSOR agrees to use its best efforts (except in emergency), to minimize interference with LESSEE's business in the Premises in the course of any such entry.

13. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign this Lease or sublease all or any part of the Premises without the express written approval of a duly authorized representative of LESSOR.

14. TERMINATION: In the event LESSEE remains in possession of the Premises after termination pursuant to Paragraph 1, either party may terminate such month-to-month tenancy by giving the other party not less than thirty (30) days' advance written notice of the date of termination.

15. HOLDING OVER: If, after the termination date, LESSEE remains in possession of the Premises with LESSOR's permission (express or implied), LESSEE's "Monthly Installments of Base Rent" payable to LESSOR shall be increased to one hundred twenty five percent (125%) of the Monthly Installments of the Base Rent payable by LESSEE at the termination date. Such monthly rent shall be payable in advance on or before the first day of each month.

16. SURRENDER OF PREMISES:

a. LESSEE shall peaceably surrender the Premises to LESSOR on the termination date, in broom-clean condition and in as good condition as when LESSEE took possession, except for: (i) normal and ordinary wear and tear; (ii) loss by fire or other casualty loss, when such loss is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees; and (iii) loss by condemnation. LESSEE shall, upon LESSOR's request, remove LESSEE's Property on or before the termination date and promptly repair all damage to the Premises or 2040 BUILDING caused by such removal.

b. If LESSEE abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of LESSEE's Property left on the Premises shall be removed by LESSEE within fifteen (15) days. If LESSEE does not remove its Property within fifteen (15) days, LESSOR may remove LESSEE's Property. If LESSOR elects to remove all or any part of LESSEE's Property, the cost of removal, including repairing any damage to the Premises or 2040 BUILDING caused by such removal, shall be paid by LESSEE. On the termination date, LESSEE shall surrender all keys to the Premises.

17. DESTRUCTION OR DAMAGE:

a. If the Premises or the portion of the 2040 BUILDING necessary for LESSEE's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, LESSOR shall, subject to Paragraphs 2.4 and 2.5 and to the provisions of this Paragraph, promptly repair the damage, if such repairs can, in LESSOR's opinion, be completed within ninety (90) days. If LESSOR determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of LESSEE or LESSEE's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent LESSEE's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of LESSOR under Paragraph 17d.

b. If, in LESSOR's opinion, such repairs to the Premises or portion of the 2040

BUILDING necessary for LESSEE's occupancy cannot be completed within ninety (90) days, LESSOR may elect, upon notice to LESSEE given within thirty (30) days after the date of such fire or casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Paragraph 17a. If LESSOR does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or casualty.

c. If any other portion of the 2040 BUILDING is totally destroyed or damaged to the extent that in LESSOR's opinion repair thereof cannot be completed within ninety (90) days, LESSOR may elect, upon notice to LESSEE given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event, this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Paragraph 17a. If LESSOR does not elect to make such repairs, this Lease shall terminate as of the date of such fire or casualty, provided that such damage affects the Premises occupied by LESSEE.

d. If the Premises are to be repaired under this Paragraph, subject to Paragraphs 2.4 and 2.5, LESSOR shall repair at its cost, any injury or damage to the 2040 BUILDING and Premises. LESSEE shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and LESSEE's Property. LESSOR shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises or 2040 BUILDING as a result of any damage from fire or other casualty.

e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or 2040 BUILDING by fire or other casualty.

18. EMINENT DOMAIN:

a. If the whole of the 2040 BUILDING or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the 2040 BUILDING or Premises is taken, this Lease shall be unaffected by such taking, providing that (i) LESSEE shall have the right to terminate this lease by notice to LESSOR given within ninety (90) days after the date of such taking if thirty-seven percent (37%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for LESSEE to continue operation of its business; and (ii) LESSOR shall have the right to terminate this Lease by notice to LESSEE given within ninety (90) days after the date of such taking, if twenty-five percent (25%) or more of the 2040 BUILDING is taken and the remaining area is not reasonably sufficient for LESSOR to continue operation of its business. If either LESSOR or LESSEE so elects to terminate this Lease, the Lease shall terminate on the ninetieth (90th) day after either such notice. The Rent shall be

pro-rated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent shall be equitably adjusted according to the remaining Rentable Area of the Premises or 2040 BUILDING.

b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of LESSOR, and LESSEE hereby assigns to LESSOR all of its right, title and interest in any award, judgment or settlement from the condemning authority. LESSEE, however, shall have the right, to the extent that LESSOR's award is not reduced or prejudiced, to claim from the condemning authority (but not from LESSOR) such compensation as may be recoverable by LESSEE in its own right for relocation expenses and damage to LESSEE's personal property.

c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, and subject to the availability of appropriated funds, LESSOR shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of 2040 BUILDING Standard Work. LESSEE shall be responsible at its sole cost and expense, for the repair, restoration and replacement of any other Leasehold Improvements and LESSEE's Property.

19. INDEMNIFICATION:

a. To the extent authorized by law, LESSEE, shall indemnify and hold LESSOR harmless and shall be financially responsible to LESSOR for loss or damage to LESSOR's property for any injury to or death sustained by LESSOR'S employees, officers or agents arising out of:

(1) Any breach or default by LESSEE of any of LESSEE's obligations under this Lease; and/or

(2) Any negligent act or omission of LESSEE, its officers, employees or agents. LESSEE shall defend itself in any action or proceeding arising from any such claim.

b. LESSOR, subject to NRS Chapter 41 and Paragraphs 2.4 and 2.5, above, shall be financially responsible to LESSEE for loss or damage to LESSEE's property and for any injury to or death sustained by LESSEE or its employees arising out of:

(1) Any work, activity or other things allowed or suffered by LESSOR to be done in, on or about the Premises;

(2) Any breach or default by LESSOR of any of LESSOR's obligations

under this Lease; or

(3) Any negligent or otherwise tortious act or omission of LESSOR, its officers or employees. LESSOR shall, at LESSOR's expense, defend itself in any action or proceeding arising from such claim.

c. LESSEE shall not be liable for any damages arising from any act or omission of any other lessee of the 2040 BUILDING.

d. LESSOR shall not be liable for any damages arising from any act or omission of any other lessee of the 2040 BUILDING.

20. LESSEE'S INSURANCE: The Summary of LESSEE's Insurance Coverage will be submitted at the time of execution of this Lease by LESSEE to LESSOR.

21. WAIVER OF SUBROGATION: LESSOR and LESSEE each hereby waives all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. LESSEE shall, upon obtaining the policies of insurance through its self-funded program, or commercial insurance, give notice to its insurance carrier or Risk Management Officer that the foregoing mutual waiver of subrogation is contained in this Lease.

22. SUBORDINATION AND ATTORNMENT: Upon written request of LESSOR or any first mortgagee or trustee under a first deed of trust, LESSEE shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, LESSEE shall have the right to obtain from any lender requesting such subordination, an agreement in writing providing that, as long as LESSEE is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to LESSEE, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of any lease in which LESSOR is LESSEE, LESSEE shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as LESSOR under this Lease, provided such party acquired and accepts the Premises subject to this Lease.

23. LESSEE ESTOPPEL CERTIFICATES: Within ten (10) days after written request from LESSOR, LESSEE shall execute and deliver to LESSOR or LESSOR's designee, a written statement certifying (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (iii) the amount of any Security Deposit; and (iv) that LESSOR is not in default hereunder or, if LESSOR is claimed to be in default,

stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. LESSEE's failure to execute and deliver such statement within the time required shall, at LESSOR's election, be a default under this Lease and shall also be conclusive upon LESSEE that:

(1) this Lease is in full force and effect and has not been modified except as represented by LESSOR;

(2) there are no uncured defaults in LESSOR's performance and that LESSEE has no right of offset, counterclaim or deduction against Rent; and

(3) no more than one month's Rent has been paid in advance.

24. TRANSFER OF LESSOR'S INTEREST: In the event of any sale of transfer by LESSOR of the Premises or 2040 BUILDING, assignment of this Lease by LESSOR shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, 2040 BUILDING, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of LESSOR under this Lease. If any Security Deposit or prepaid Rent has been paid by LESSEE, LESSOR may transfer the Security Deposit or prepaid Rent to LESSOR's successor and, upon such transfer, LESSOR shall be relieved of any and all further liability with respect thereto, in the same manner as security deposits are applicable to dwellings under NRS Chapter 118A.

25. DEFAULT:

25.1 LESSEE's Default. The occurrence of any one of the following events shall constitute a default and breach of this Lease by LESSEE:

a. If LESSEE abandons or vacates the Premises before the expiration or earlier termination of the Lease; or

b. If LESSEE fails to pay any Rent or any other charges required to be paid by LESSEE under this Lease and such failure continues for ten (10) days after such payment is due and payable; or

c. If LESSEE fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for ninety (90) days after written notice thereof from LESSOR to LESSEE; or

d. If a Writ of Attachment or Execution is levied on this Lease or on any of LESSEE's Property; or

e. If LESSEE makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If LESSEE files a voluntary petition for relief or if a petition against LESSEE in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of LESSEE or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which LESSEE is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or LESSEE's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or LESSEE's Property.

25.2 Remedies. In the event of LESSEE's default hereunder, then in addition to any other rights or remedies LESSOR may have under any law, LESSOR shall have the right, at LESSOR's option, with ninety (90) days' written notice to terminate this Lease and LESSEE's right to possession of the Premises and re-enter the Premises and take possession thereof, and LESSEE shall have no further claim to the Premises under this Lease.

The waiver by LESSOR of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by LESSOR subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of LESSOR's knowledge of any breach at the time of such acceptance of Rent. LESSOR shall not be deemed to have waived any term, covenant or condition unless LESSOR gives LESSEE written notice of such waiver.

25.3 LESSOR's Default. Subject to Paragraph 31, and Paragraphs 2.4 and 2.5, if LESSOR fails to perform any covenant, condition or agreement contained in this Lease within ninety (90) days after receipt of written notice from LESSEE specifying such default, or if such default cannot reasonably be cured within ninety (90) days, if LESSOR fails to commence to cure within that ninety (90) day period, or thereafter shall fail to prosecute such cure with all reasonable diligence, then subject to Paragraphs 2.4 and 2.5, LESSOR shall be liable to LESSEE for any damages sustained by LESSEE as a result of LESSOR's breach.

If, after proper notice to LESSOR of default, LESSOR (or any first mortgagee or first deed of trust beneficiary of LESSOR) fails to cure the default as provided herein, then LESSEE shall have the right to terminate the Lease.

26. NOTICES: All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly serviced or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows: (i) if to LESSOR: Chief Executive Officer, 1800 West Charleston Boulevard, Las Vegas, Nevada 89102; and (ii) if to LESSEE: Daniel L. Orr, D.D.S., M.S., Ltd., 2040 West Charleston Boulevard, Suite 201, Las Vegas, Nevada, 89102. LESSOR and LESSEE may from time to time, by notice to the other, designate another place for receipt of future notices.

27. LESSOR'S CONSENT AND CONFIRMATION: The parties hereby agree, that any provision herein requiring consent and/or confirmation of the LESSOR in writing or otherwise, may be given on behalf of LESSOR as follows:·

a. In matters concerning additions, alterations, and improvements to the premises that are nonstructural in nature, consent may be given by the Chief Executive Officer of University Medical Center of Southern Nevada on behalf of LESSOR.

b. With regards to consent and/or confirmation as required under paragraphs 6, 9a, 9b, 9c, consent and/or confirmation may be given by the Chief Executive Officer of University Medical Center of Southern Nevada. In all other matters, consent shall be given by the Board of Hospital Trustees for LESSOR.

28. GOVERNMENT ENERGY OR UTILITY CONTROLS: In the event of imposition of federal, state or local government controls, rules, regulations or restrictions on the use of consumption of energy or other utilities during the Term, both LESSOR and LESSEE shall be bound thereby. In the event of a difference in the interpretation by LESSOR and LESSEE of any such controls, the interpretation of the controlling agency shall prevail, and LESSOR shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

29. RELOCATION OF PREMISES: LESSOR shall have the right to relocate LESSEE to another part of the 2040 BUILDING in accordance with the following:

a. The new premises shall be the same or larger in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by LESSOR at its cost, subject to Paragraphs 2.4 and 2.5;

b. LESSOR shall give LESSEE at least thirty (30) days' written notice of LESSOR's intention to relocate LESSEE;

c. As nearly as practicable, the physical relocation of LESSEE shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation

commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease;

d. All reasonable costs incurred by LESSEE as a result of the relocation shall be paid by LESSOR, subject to Paragraphs 2.4 and 2.5;

e. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the new Premises.

30. QUIET ENJOYMENT: LESSEE, upon paying the Rent and performing all of obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease or other agreement to which this Lease may be subordinate.

31. FORCE MAJEURE: Any prevention, delay or stoppage of work to be performed by LESSOR or LESSEE which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, pandemics or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Paragraph shall excuse or delay LESSEE's obligation to pay Rent or other charges under this Lease except as to Paragraph 17 above.

32. CURING LESSEE'S DEFAULTS: If LESSEE defaults in the performance of any of its obligations under this Lease, LESSOR may (but shall not be obligated to), without waiving such default, perform the same for the account at the expense of LESSEE. LESSEE shall pay LESSOR all costs of such performance promptly upon receipt of a bill therefor.

33. SIGN CONTROL: Except as provided for in Exhibit "A," LESSEE shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises or 2040 BUILDING, including, without limitation, the inside or outside of windows, or doors, without the written consent of LESSOR. In determining whether or not LESSEE may affix, paint, install, erect or inscribe any sign or advertisement, LESSOR will consider the professional image of the premises, the infringement on other tenant's rights and space, the quality of the proposed workmanship, and the customary signage in the professional environment. LESSOR shall have the right to remove any signs or other matter, installed without LESSOR's permission, without being liable to LESSEE by reason of such removal, and to charge the cost of removal to LESSEE, as additional rent hereunder, payable within ten (10) days of written demand by LESSOR.

34. MISCELLANEOUS:

a. Accord and Satisfaction: Allocation of Payment. No payment by LESSEE or receipt by LESSOR of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction,

and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, LESSOR shall give notice of such application immediately.

b. Captions, Articles and Paragraph Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease. All references to Article/ Paragraph numbers refer to Articles or Paragraphs in this Lease. Article and Paragraph for the purposes of this Lease, have the same meaning.

c. Changes Requested by Lender. Neither LESSOR nor LESSEE shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on LESSOR's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested. Said changes are subject to LESSOR'S Board of Hospital Trustees' approval.

d. Choice of Law. This Lease shall be construed and endorsed in accordance with the laws of the State of Nevada.

e. Consent. Notwithstanding anything contained in this Lease to the contrary, the parties shall have no claim, and hereby waive the right to any claim against the other for money damages by reason of any refusal, withholding satisfaction, (except estoppel certificates as provided for in Paragraph 23 above). In such event, the parties' only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent.

f. Counterparts. This Lease may be executed in multiple counterparts, all of which constitute one and the same Lease.

g. Execution of Lease; No Option. The submission of this Lease to LESSEE shall be for examination purposes only, and does not constitute a reservation of or option for LESSEE to lease, or otherwise create any interest of LESSEE in the Premises or any other premises within the 2040 BUILDING. Execution of this Lease by LESSEE and its return to LESSOR shall not be binding on LESSOR notwithstanding anytime interval, until LESSOR has in fact signed and delivered this Lease to LESSEE.

h. Furnishing of Financial Statements; LESSEE's Representations. In order to induce LESSOR to enter into this Lease, LESSEE agrees that it shall promptly furnish LESSOR, from time to time, upon LESSOR's written request, with financial statements reflecting LESSEE's current financial condition. LESSEE represents and warrants that all financial statements, records and information furnished by LESSEE to LESSOR in connection with this Lease are true, correct

and complete in all respects. LESSOR acknowledges and accepts that LESSEE has only one (1) annual audit performed and LESSOR shall accept said annual audit pursuant to this Agreement.

i. Prior Agreements; Amendments. This Lease together with all exhibits, contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and supersedes any prior lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement, in writing, signed by the parties or their respective successors in interest with the same formality attending the original.

j. Recording. LESSEE shall not record this Lease without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE, upon the request of LESSOR, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

k. Severability. A final determination by a Court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision.

l. Successors and Assigns. This Lease shall apply to and bind the partners, officers and permitted successors and assigns of the parties as provided in this Lease.

m. Time of the Essence. Time is of the essence of this Lease.

n. Waiver. No delay or omission in the exercise of any right or remedy of LESSEE or LESSOR upon any default by LESSEE or LESSOR shall impair such right or remedy or be construed as a waiver of such default.

o. Third Party Liability. LESSOR and/or LESSEE, including any of the respective agents or employees, shall not be liable to third parties for any act or omission of the other party.

The receipt and acceptance by LESSOR of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of LESSOR, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by LESSEE before the expiration of the Term. Only a written notice from LESSOR to LESSEE shall constitute acceptance of the surrender of the Premises.

LESSOR's and/or LESSEE's consent to or approval of any act by LESSOR or LESSEE requiring LESSOR's or LESSEE's consent or approval shall not be deemed to waive or render unnecessary LESSOR's or LESSEE's consent to or approval of any subsequent act by LESSEE.

Any waiver by LESSOR or LESSEE of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

The individuals signing this Lease on behalf of LESSOR and LESSEE have been duly authorized and empowered to execute this Lease, and by their signatures shall bind LESSOR and LESSEE to perform all the obligations set forth in this Lease.

The parties hereto have executed this Lease as of the dates as set forth below.

LESSOR:
University Medical Center of Southern Nevada

Mason Van Houweling
Chief Executive Officer

Date: _____

LESSEE:
Daniel L. Orr, D.D.S, M.S., Ltd.

Daniel L. Orr, D.D.S., M.S.
President

Date: _____

EXHIBIT "A"

Rules and Regulations

1. Lessor agrees to furnish Lessee two keys to the Premises at the same cost charged to Lessor for the additional keys.

2. Lessee will refer all contractors, contractor's representatives and installation technicians, rendering any service on or to the Premises for Lessee, to Lessor for Lessor's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the 2040 Building, including installation of telephones, telegraph, equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the 2040 Building.

3. No Lessee shall at anytime occupy any part of the 2040 Building as sleeping or lodging quarters.

4. Lessee shall not place, install or operate on Premises or in any part of the 2040 Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of Lessor.

5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from Lessee's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.

6. No bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the 2040 Building.

7. Lessor will not permit entrance to Lessee's offices by use of passkey controlled by Lessor, to any person at any time without written permission by Lessee, except employees, contractors, or service personnel directly supervised or employed by Lessor.

8. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, nor shall such areas be used at any time except for ingress or egress by Lessee, Lessee's agents, employees or invitees.

9. The water closets any other water fixtures shall not be used for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.

10. No person shall disturb the occupants of the 2040 Building by the use of any musical instruments, the making of raucous noises, or other unreasonable use.

11. Nothing shall be thrown out of the windows of the 2040 Building, or down the stairways or other passages.

12. Lessee shall not store any materials, equipment, products, etc. outside the Premises.

13. Lessee shall not erect any sign or other insignia upon or in any part of the 2040 Building, or other portion of the Premises without prior written consent of the Lessor.

14. Lessee shall comply with all local and federal codes and ordinances. In the event of fire or code problems, Lessee shall correct the problems, as required.

15. Lessee and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Project grounds and surrounding areas.

16. Corridor and passage doors when not in use shall be kept closed.

17. All deliveries of other than hand-carried items must be made via the service entrances and service elevators. Any deliveries of any abnormally large, bulky or voluminous nature, such as furniture, office machinery, etc., can be made only after obtaining approval from the lessor and at those times specified by the Lessor.

18. Directories will be placed by the Lessor, at Lessor's expense, in the 2040 Building and no other directories shall be permitted.

19. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows which are visible from outside the Premises without the prior written consent of the Lessor.

20. The Lessor reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Lessor shall from time to time be needed for safety, protection, care and cleanliness of the 2040 Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its Lessees, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the 2040 Building, which rules when made and notice thereof given to a Lessee shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency or other difference between the terms and provisions of these rules and regulations and any lease now or hereafter in effect between Lessor and any Lessee in the 2040 Building, Lessor shall have the right to rely on the term or provision in either such lease or such Rules and Regulations which is most restrictive on such Lessee and most favorable to Lessor.

21. There shall be no smoking in any part of the 2040 Building at any time.

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	X 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:	Daniel L. Orr II, DDS, MS, Ltd.	
(Include d.b.a., if applicable)		
Street Address:	2040 W. Charleston Blvd., Suite 201	www.orrs.org
City, State and Zip Code:	LV, NV 89102	**POC Name:** **Email:**
Telephone No:	702-383-3711	**Fax No:702-383-2653**
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)
Daniel L. Orr II	President	100%

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

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

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

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

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

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

Daniel L. Orr II Daniel L. Orr II

Signature | Print Name

President | 27 July 2020

Title | Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**First Amendment to Interlocal Medical Office Lease with University of Nevada Las Vegas**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and recommend for approval by the Board of County Commissioners also sitting as the Board of Hospital Trustees, the First Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of University of Nevada Las Vegas (UNLV) for space at 2040 W. Charleston Blvd.; authorize the Chief Executive Officer to exercise extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000999900
Funded Pgm/Grant: N/A
Description: Amendment to Interlocal Lease
Amount/Savings: $583,543.80 in additional revenue
Term: October 31, 2021 – October 31, 2022
Out Clause: Terminable for cause or Fiscal Fund Out
Bid/RFP/CBE: N/A

BACKGROUND:

Pursuant to NRS 277.050, one public entity may lease its real property to another public agency without advertising for public bids and the rent may be an amount deemed appropriate by the lessor agency.

In June, 2016, the Board of Hospital Trustees approved UMC's Interlocal Medical Office Lease ("Lease") with University of Nevada Las Vegas (UNLV) to occupy 23,995 square feet of rentable space located on the 3rd, 4th, and 5th floors of 2040 W. Charleston Blvd., for use by UNLV for medical office services, academic medical education and research, and related office and administrative uses.

The term of the Lease was for sixty (60) months from the Occupancy Date, with the option for Lessee to extend for two (2) additional one (1) year periods. The Lease is scheduled to expire on October 31, 2021. This First Amendment exercises the option to extend the term through October

Cleared for Agenda
April 28, 2021

Agenda Item #
14

31, 2022 with all other terms and conditions in the Lease remaining unchanged. Staff also requests authority for the Chief Executive Officer to exercise the remaining renewal option, at his discretion, if deemed beneficial to UMC.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 21, 2021 meeting and recommended for approval by the Governing Board.

FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS FIRST AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**First Amendment**"), is made by and between the BOARD OF HOSPITAL TRUSTEES ("**Trustees**") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN**" or "**LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**BOARD**"), on behalf of the University of Nevada, Las Vegas, ("**UNLV**" or "**LESSEE**"). This First Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH

WHEREAS, on June 30, 2016, Lessor and Lessee entered into that certain Interlocal Medical Office Lease (the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee, and Lessee agreed to lease from Lessor, 23,955 square feet of space on the third (3rd), fourth (4th), and fifth (5th) floors (the "**Premises**") of the medical office building located at 2040 W. Charleston Blvd., Las Vegas, NV 89102 (the "**Building**"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.

WHEREAS, the current Lease is scheduled to expire on October 31, 2021.

WHEREAS, pursuant to Section 2.2 of the Lease, Lessee has the option to extend the Term for two (2) additional one (1) year periods; Lessee has elected to exercise the first of the two (2) options; and the Lessor and Lessee desire to extend the Term of the Lease as hereinafter provided.

with

WHEREAS, Lessee is current with all payments and is not in default under the terms of the Lease and meets all the conditions to exercise the option to extend the Term.

NOW, THEREFORE, Lessor and Lessee agree that the Lease is amended as follows:

1. **Term**

Pursuant to Section 2.2 of the Lease and by mutual agreement of the parties, Lessee hereby extends the Term from November 1, 2021 through October 31, 2022 ("**Renewal Term**"), unless otherwise terminated in accordance with the Lease.

2. **Base Rent**

Pursuant to Section 3.1 "Base Rent," Lessee agrees to pay Lessor a total of Forty-Eight Thousand Six Hundred Twenty-Eight Dollars and 65/100 ($48,628.65) per month for the Use of the Premises as set forth in the table in Section 3.1 in the row for "Option 1." Beginning on the dates set forth below, Lessee agrees to pay Lessor the following during the Renewal Term:

Lease Year	Start Date	End Date	Monthly Cost Per Square Foot	Monthly Base Rent (3rd Floor – 7,985 sf)	Monthly Base Rent (4th Floor – 7,985 sf)	Monthly Base Rent (5th Floor – 7,985 sf)
Option 1	November 1, 2021	October 31, 2022	$2.03	$16,209.55	$16,209.55	$16,209.55

3. No Further Modifications

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

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

LESSOR:

University Medical Center of Southern Nevada

By: _____ Date: _____
Name: _____
Title _____

LESSEE:

Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas

Recommended By:

By: _____ Date: 12/30/2020
Marc J. Kahn
Dean
University of Nevada, Las Vegas, School of Medicine

Recommended By:

By: _____ Date: 12/30/2020
Chris L. Heavey
Executive Vice President and Provost
University of Nevada, Las Vegas

Recommended By:

By: _____ Date: 1/4/2021

Keith E. Whitfield
President
University of Nevada, Las Vegas

Approved By:

By: _____ Date: 1/22/2021

Melody Rose
Chancellor
Nevada System of Higher Education

Approved as to Legal Form:

By: _____ Date: 12/15/2020

Elda Sidhu
General Counsel
University of Nevada, Las Vegas

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Recognize UMC Foundation Employee Scholarship Recipients**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recognize recipients of the annual UMC Foundation Employee Scholarship award; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Recognize the annual UMC Foundation Employee Scholarship Award recipients for 2021.

Cleared for Agenda
April 28, 2021

Agenda Item #
15

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive and informational presentation from Judy Faulkner, CEO and Founder of Epic Systems; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an informational presentation from Judy Faulkner, the CEO and Founder of Epic Systems.

Cleared for Agenda
April 28, 2021

Agenda Item #
16

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Governing Board 2021 Action Plan**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2021 Action Plan, to include a presentation from Patricia Scott, Quality Patient Safety & Regulatory Officer, regarding Joint Commission preparedness; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will review and discuss the Governing Board Action Plan for 2021 regarding Joint Commission preparedness.

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Cleared for Agenda
April 28, 2021

Agenda Item #
17

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Clinical Quality and Professional Affairs Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, 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. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the April 5, 2021 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
April 28, 2021

Agenda Item #
18

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. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the April 21, 2021 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
April 28, 2021

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for March FY21 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 March FY21; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on March FY 21 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
April 28, 2021

Agenda Item #
20

UNIVERSITY MEDICAL CENTER

March 2021 Financials

KEY INDICATORS – MAR

Current Month	Actual	Budget	% Variance	Prior Year	Variance	% Variance
APDs	16,537	11,654	41.90%	15,564	973	6.25%
Total Admissions	1,776	1,415	25.51%	1,603	173	10.79%
Observation Cases	1,198	1,124	6.58%	1,124	74	6.58%
AADC	533	376	41.90%	502	31	6.25%
ALOS (Admits)	6.54	5.71	14.45%	6.19	0.35	5.68%
ALOS (Obs)	1.32	1.37	(3.73%)	1.37	(0.05)	(3.73%)
Hospital CMI	2.10	1.84	13.94%	1.82	0.28	14.96%
Medicare CMI	2.18	1.78	22.65%	2.00	0.18	8.97%
IP Surgery Cases	864	467	85.01%	654	210	32.11%
OP Surgery Cases	566	120	371.67%	412	154	37.38%
Transplants	14	2	600.00%	2	12	600.00%
Total ER Visits	7,912	5,521	43.31%	8,586	(674)	(7.85%)
ED to Admission	8.78%	-	-	7.07%	1.71%	-
ED to Observation	14.60%	-	-	12.49%	2.11%	-
ED to Adm/Obs	23.38%	-	-	19.56%	3.83%	-
Quick Cares	11,724	9,753	20.21%	14,818	(3,094)	(20.88%)
Primary Care	5,993	2,335	156.66%	4,542	1,451	31.95%
Deliveries	105	97	8.25%	123	(18)	(14.63%)

SUMMARY INCOME STATEMENT - MAR

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	$71,322,373	$41,738,575	70.88% ↑	$50,395,736	$20,926,638	41.52% ↑
Net Patient Revenue as a % of Gross	20.46%	17.30%	-	18.19%	2.27%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$67,742,393	$61,179,869	(10.73%) ↓	$59,314,596	($8,427,797)	(14.21%) ↓

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	$3,579,980	($19,441,294)	118.41% ↑	($8,918,860)	$12,498,841	140.14% ↑
Add back: Depr & Amort.	$2,017,710	$2,179,280	7.41% ↑	$2,110,242	$92,532	4.38% ↑
Tot Inc from Ops plus Depr & Amort.	**$5,597,690**	**($17,262,015)**	**132.43%** ↑	**($6,808,618)**	**$12,406,308**	**182.21%** ↑

SUMMARY INCOME STATEMENT - YTD MAR

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	$574,226,539	$353,763,460	62.32%	$496,435,331	$77,791,207	15.67%
Net Patient Revenue as a % of Gross	19.27%	16.56%	-	18.10%	1.17%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$608,148,943	$535,290,344	(13.61%)	$513,485,741	($94,663,202)	(18.44%)

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	($33,922,404)	($181,526,884)	81.31%	($17,050,409)	($16,871,995)	(98.95%)
Add back: Depr & Amort.	$17,628,238	$18,953,320	6.99%	$16,946,307	($681,932)	(4.02%)
Tot Inc from Ops plus Depr & Amort.	**($16,294,166)**	**($162,573,564)**	**89.98%**	**($104,103)**	**($16,190,063)**	**(15,552.04%)**

SALARY & BENEFIT EXPENSE - MAR

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Salaries	$23,320,959	$24,948,576	6.52%	$24,076,864	$755,905	3.14%
Benefits	$10,816,669	$12,147,204	10.95%	$11,144,272	$327,603	2.94%
Overtime	$1,189,928	$879,602	(35.28%)	$877,862	($312,065)	(35.55%)
Contract Labor	$2,426,539	$272,078	(791.85%)	$262,616	($2,163,923)	(823.99%)
TOTAL	**$37,754,094**	**$38,247,460**	**1.29%**	**$36,361,614**	**($1,392,480)**	**(3.83%)**

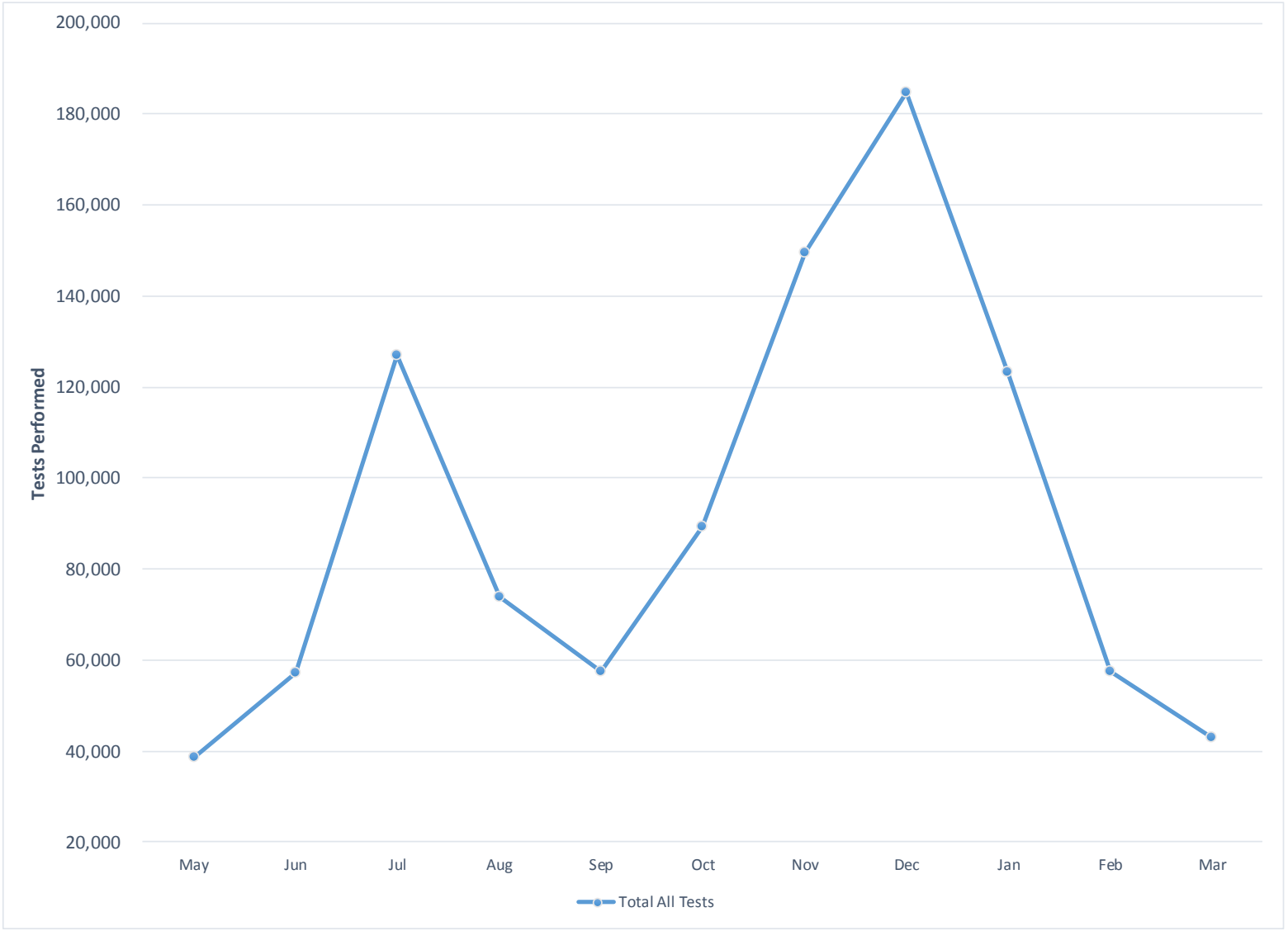
EXPENSES - MAR

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Professional Fees	$3,303,529	$3,578,302	7.68%	$3,377,254	$73,725	2.18%
Supplies	$15,554,712	$8,712,274	(78.54%)	$9,342,645	($6,212,067)	(66.49%)
Purchased Services	$5,801,868	$5,628,683	(3.08%)	$5,489,034	($312,833)	(5.70%)
Depreciation & Amortization	$2,017,710	$2,179,280	7.41%	$2,110,242	$92,532	4.38%
Repairs & Maintenance	$919,712	$655,779	(40.25%)	$435,087	($484,625)	(111.39%)
Utilities	$281,519	$289,828	2.87%	$278,373	($3,146)	(1.13%)
Other Expenses	$1,301,324	$1,212,275	(7.35%)	$1,171,882	($129,442)	(11.05%)
Rental/Leases	$807,925	$675,988	(19.52%)	$748,465	($59,460)	(7.94%)
Total Other Expenses	**$29,988,299**	**$22,932,409**	**(30.77%)**	**$22,952,982**	**($7,035,317)**	**(30.65%)**

COVID EXPENSES

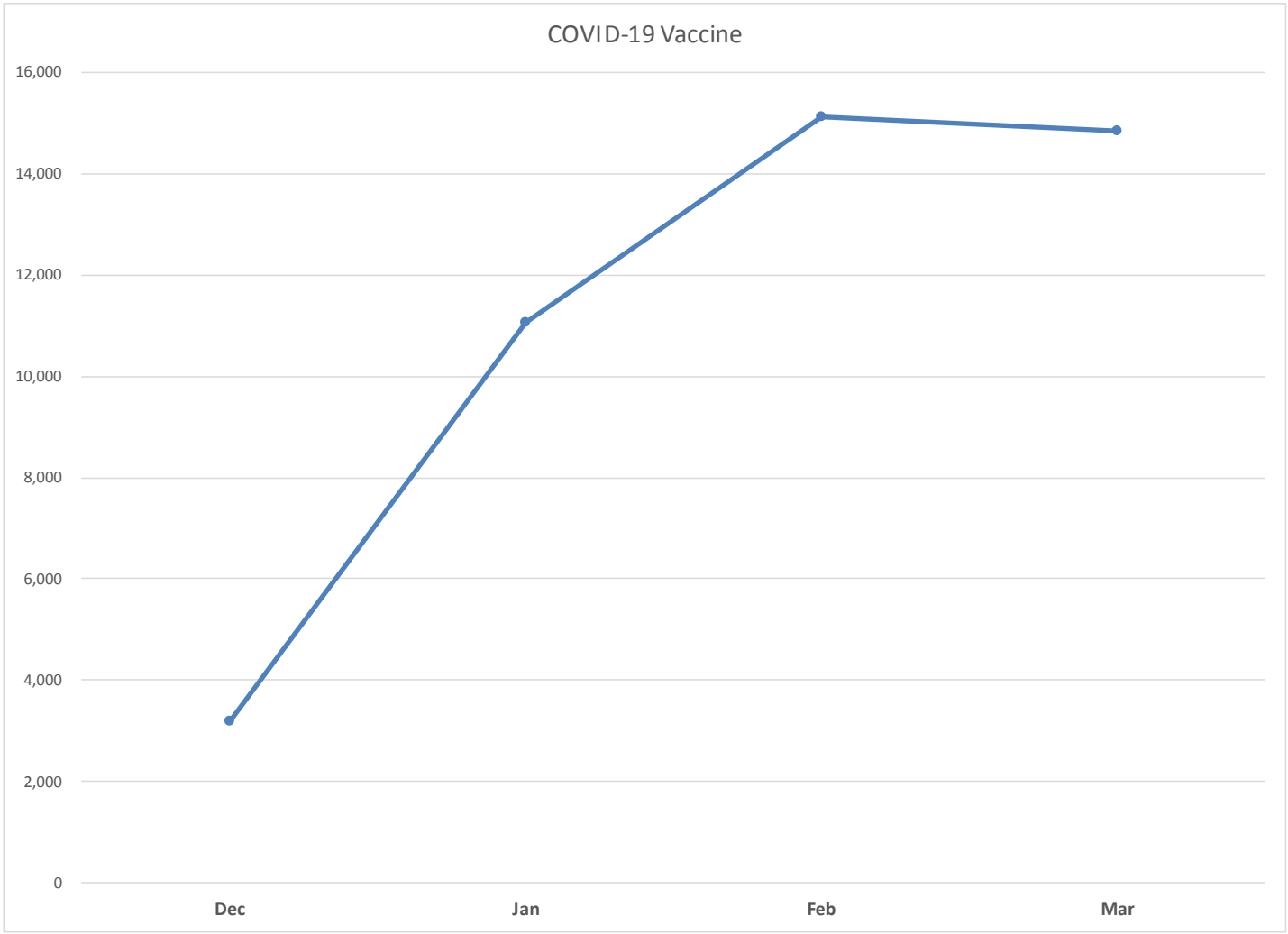
	YTD FY20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	YTD FY21
Salaries	**$7,030,841**	$2,692,796	$2,230,014	$1,578,500	$1,450,899	$2,147,836	$2,485,473	$1,428,035	$1,611,169	$1,381,556	**$17,006,279**
Benefits	**$206,943**	$94,906	$134,774	$87,691	$140,298	$195,833	$288,559	$295,434	$142,239	$155,009	**$1,534,741**
Overtime	$642,975	$652,041	$270,127	$42,389	$74,287	$144,293	$530,451	$698,087	$305,561	$203,270	$2,920,506
Contract Labor	$0	$0	$12,131	$537,234	$117,635	$18,544	($83,737)	$586,917	($104,497)	$40,536	$1,124,761
SWB	**$7,880,759**	**$3,439,744**	**$2,647,045**	**$2,245,814**	**$1,783,119**	**$2,506,505**	**$3,220,745**	**$3,008,472**	**$1,954,472**	**$1,780,372**	**$22,586,288**
Professional Fees	$976	$0	$5,065	$800	$295	($295)	$0	$25,969	($23,062)	$42	$8,814
Supplies	$19,419,168	$12,833,468	$8,747,239	$7,561,116	$7,509,937	$6,137,211	$7,280,343	$6,303,598	$2,617,407	$3,758,759	$62,749,078
Purchased Services	$687,313	$304,555	$334,323	$1,044,552	$237,701	$182,567	$413,521	$239,017	$296,926	$152,938	$3,206,100
Depreciation & Amortization	$50	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Repairs & Maintenance	$55,196	$119,449	$0	$276	$0	$9,705	$4,305	$27,587	$6,879	$55,217	$223,419
Utilities	$750	$0	$0	$765	$0	$0	$0	$0	$0	$0	$765
Other Expenses	$4,906	$110	$3,566	$9,401	$14,284	$334	$20,148	$124,585	($3,722)	$11,351	$180,058
Rental/Leases	$73,458	$16,200	$22,433	$25,954	$40,054	$16,944	$39,398	$87,941	$75,983	$109,054	$433,961
Subtotal Other Expenses	**$20,241,819**	**$13,273,782**	**$9,112,626**	**$8,642,864**	**$7,802,272**	**$6,346,467**	**$7,757,714**	**$6,808,698**	**$2,970,412**	**$4,087,361**	**$66,802,195**
Total COVID Expenses	**$28,122,577**	**$16,713,526**	**$11,759,671**	**$10,888,677**	**$9,585,390**	**$8,852,971**	**$10,978,460**	**$9,817,170**	**$4,924,884**	**$5,867,733**	**$89,388,482**

COVID-19 TESTING VOLUME - MAR



COVID-19 Tests	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
Total Tests	38,792	57,171	127,031	73,910	57,351	89,445	149,441	184,912	123,241	57,626	42,858	1,001,778

COVID-19 VACCINE VOLUME - MAR



	Dec	Jan	Feb	Mar
COVID-19 Vaccine	3,194	11,075	15,131	14,848

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Proposed Final Budget for FY 2022**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive FY 2022 Proposed Final Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2022 Operating Budget.

Cleared for Agenda
April 28, 2021

Agenda Item #
21

UNIVERSITY MEDICAL CENTER

FY2022 Budget

4/28/2021

Key Assumptions for FY2022 Budget

- Local economic update
- Volume
  - Admissions down 14.2% from FY 2019
  - Surgeries down 10% from FY 2019
  - ER Visits down 15% from FY 2019
- Payor Mix
  - Unemployment
  - Medicaid Increase of 2%
  - Commercial decrease of 2%
- Federal Supplemental payments
- COVID-19
  - Normalized for the net impact of COVID-19 testing and vaccines

FY2022 Budget Key Stats

	FY22 Budget	FY21 Projection	Variance	%	FY19 Actuals
APDs	186,552	195,275	(8,724)	(4.47%)	187,023
Total Admissions	20,897	19,090	1,807	9.47%	24,355
Observation Days	18,017	18,212	(195)	(1.07%)	24,065
AADC	511	535	(24)	(4.47%)	511
ALOS (Adm)	6.00	6.74	(0.74)	(10.92%)	5.30
Hospital CMI	2.01	2.02	(0.01)	(0.50%)	1.82
Medicare CMI	2.14	2.16	(0.02)	(1.13%)	2.21
IP Surgery Cases	8,619	8,451	168	1.99%	9,966
OP Surgery Cases	5,823	5,709	114	2.00%	6,000
Total ER Visits	96,620	94,725	1,895	2.00%	113,428
Quick Care	179,563	152,910	26,653	17.43%	184,020
Primary Care	75,003	59,453	15,550	26.16%	65,791
Deliveries	1,324	1,299	25	1.92%	1,848

FY2022 Budget Income Statement Summary

REVENUE	FY22 Budget	FY21 Projection	Variance	% Variance	FY19 Actuals
Total Gross Patient Revenue	$3,695,930,470	$3,565,869,700	$130,060,770	3.65% ↑	$3,401,456,652
Net Patient Revenue	$645,237,494	$695,658,894	($50,421,400)	(7.25%) ↓	$669,985,997
Other Revenue	$52,778,769	$61,568,407	($8,789,638)	(14.28%) ↓	$20,353,725
Total Net Revenue	$698,016,263	$757,227,301	($59,211,038)	(7.82%) ↓	$690,339,722
Net Patient Revenue as a % of Gross	17.46%	19.51%	(2.05%)		19.70%

EXPENSE	FY22 Budget	FY21 Projection	Variance	% Variance	FY19 Actuals
Total Operating Expense	$744,457,073	$785,890,886	$41,433,813	5.27% ↑	$686,332,374

INCOME FROM OPS	FY22 Budget	FY21 Projection	Variance	% Variance	FY19 Actuals
Total Inc from Ops	($46,440,811)	($28,663,586)	($17,777,225)	(62.02%) ↓	$4,007,348
Add back: Depr & Amort.	$26,621,418	$23,068,005	$3,553,413	(15.40%) ↓	$28,595,579
Tot Inc from Ops plus Depr & Amort.	**($19,819,393)**	**($5,595,581)**	**($14,223,812)**	**(254.20%)** ↓	**$32,602,927**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UNLV 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 University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
April 28, 2021

Agenda Item #
22

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. ***(For possible action)***

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
April 28, 2021

Agenda Item #
23

CEO Update
April 2021

CEO Update

- Joint Commission survey this week
- Cath lab #2 complete - waiting for final state approval
- 7th floor refresh project started April – eight months to completion
- CT scanner replacement – three months to completion
- Encore vaccine site winding down – 2231 to ramp up as a site
- Legislative update
- Employee survey – already meeting our response rate goals of 50%
- Deb Fox serving as President of Nevada Organization of Nurse Leaders
- “A Time for Healing” Candle Light Ceremony – May 6 at 7:30
- Hospital Week BBQ – May 7: 11:00 am - 2:00 pm and 4:00pm - 6:00pm

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. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
April 28, 2021

Agenda Item #

24