UMC Governing Board Meeting

Wednesday, February 23, 2022 1:00 pm

Delta Point Emerald Suite

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
February 23, 2022, 1:00 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, February 23, 2022, commencing at 1:00 p.m. at the location listed above to consider the following:

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

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com, For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the regular meeting of the UMC Governing Board on January 26, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the February 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 22, 2022; 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 meeting held on December 1, 2021; and take action as deemed appropriate. *(For possible action)*

6. Approve the Basic Financial Statements and Single Audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Supply Agreement and its Schedules and Exhibits with Shoulder Innovations for the purchase of shoulder surgery implants; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Amendment Two to RFP 2019-16 Service Agreement with Aargon Agency, Inc. d/b/a Aargon Collection Agency for collection agency self-pay bad debt services; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Fourth Amendment to Agreement with Change Healthcare Technologies, LLC for renewal of the InterQual licenses, training and certifications; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Amendment One to SmartForce Workforce Management Software Agreement with Ability Network, Inc.; grant authority for Chief Executive Officer to execute any Amendment or extension within his delegation; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Service Agreement, and exercise any extension options with CyraCom International, Inc. for Translation Services; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Amendment 3 to the Federal Demonstration Partnership (FDP) Cost Reimbursement Subaward for the Western Regional Alliance for Pediatric Emergency Management Program with The Regents of the University of California, San Francisco; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Provider Agreement, and exercise any extension options with Specialized Delivery Services for Courier Services; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the Chief Executive Officer to sign the Renewal Change Order, and exercise any extension options with RQI Partners, LLC for the Resuscitation Quality Improvement Program; or take action as deemed appropriate. *(For possible action)*

15. Approve and authorize the Chief Executive Officer to sign the Amendment Three to Professional Services Agreement for Hematology and Medical Oncology Clinical

Coverage with Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

16. Introduction and opening comments from Chairman John O'Reilly regarding the Governing Board 2022 Action Plan; and direct staff accordingly. *(For possible action)*

17. Review UMC's Mission, Vision and Values and discuss updates, if any; and take any action deemed appropriate. *(For possible action)*

18. Receive a presentation on outreach efforts provided by UMC's Healthy Living Institute to meet the Southern Nevada community's health needs; and take any action deemed appropriate. *(For possible action)*

19. Receive a presentation from Ron Roemer, Director of Clinical Trials Research, regarding the Clinical Trials Research year in review and future activities; and take any action deemed appropriate. *(For possible action)*

20. Discuss current and pending legislation impacting UMC and the healthcare industry and discuss 2022 legislative goals; and take any action deemed appropriate. *(For possible action)*

21. Receive a report from the Governing Board Human Resource and Executive Compensation Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

22. Receive a report from the Governing Board Strategic Planning Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

23. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

24. Receive a report from the Governing Board Audit and Finance Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

25. Receive the monthly financial report for January FY22; and take any action deemed appropriate. *(For possible action)*

26. Receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. *(For possible action)*

27. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

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

29. Closing comments by Chairman John O'Reilly and provide any directions to staff on the 2022 Governing Board Action Plan; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

31. Go into closed session pursuant to NRS 450.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please ***spell*** your last name for the record.

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

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

University Medical Center of Southern Nevada
Governing Board
January 26, 2022

Emerald Conference Room
Delta Point Building – 1st Floor
901 S. Rancho Lane
Wednesday, January 26, 2022
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 2:07 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Christian Haase
Renee Franklin
Robyn Caspersen – via WebEx
Harry Hagerty – via WebEx
Jeff Ellis – via WebEx
Mary Lynn Palenik – via WebEx

Ex-Officio Members:

Present:
Barbara Fraser, Ex-Officio
Dr. Marc Kahn Dean, Kirk Kerkorian SoM at UNLV
Dr. Meena Vohra, Chief of Staff

Absent:
None

Others Present:
Mason VanHouweling, Chief Executive Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Brian Knudsen, Ward 1 City Councilman
Susan Pitz, General Counsel
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the Governing Board on December 15, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

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

FINAL ACTION: A motion was made by Member Franklin that the agenda be approved as presented. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Approve the December 2021 and January 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on December 28, 2021 and January 25, 2022. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- December 2021 and January 2021 Credentials Packets

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Letter of Award for Bid No. 2021-06 Enterprise Quick Care Phase Two Renovation to Monument Construction, the lowest responsive and responsible bidder authorize the Chief Executive Officer to exercise an Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Invitation to Bid
- Bid 2021-06 Letter of Award
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Amendment 1 to the Purchaser Specific Agreement with Airgas USA, LLC for Medical Cylinder Gases and Inventory Control Management and exercise any renewal options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Purchaser Specific Agreement – Amendment 1
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign Water Safety Scope of Work Agreement with Nalco Company, LLC for water safety services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Water Safety Services Agreement

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Purchase Commitment Agreement with Cepheid for the purchase of COVID-19 4-Plex Test Kits; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Cepheid EZ Agreement
- Terms and Conditions
- Disclosure of Ownership

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Interlocal Agreement with Clark County, NV for sub-recipient grant funding; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Interlocal Agreement

ITEM NO. 10 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment 1 to Client Agreement with FocusOne Solutions, LLC for professional temporary and direct hire staffing services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment 1 to Client Agreement

FINAL ACTION:

A motion was made by Member Mackay to approve Items 4-10 on the Consent agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 11 Receive an informational update and discussion on The Medical District from Ward 1, City Councilman Brian Knudsen; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None submitted

Chairman O'Reilly introduced Ward 1 City Councilman Brian Knudsen and thanked him for his service to the community. Mr. Knudsen provided a brief history of his relationship with UMC and thanked the Board for their invitation.

Councilman Knudsen represents Ward 1, which includes the Medical District. He highlighted the investments and improvements going on in the area, with the intended purpose of making healthcare a priority. There is a responsibility and an obligation to improve the infrastructure in the district. He discussed the environment that will help the growth plan of healthcare to thrive in the area.

He went on to discuss the improvements with the School of Medicine and the continued investments in support of the school, as well as the parking structure and additional medical office spaces that are planned for the future. The first phase of the development project is on Shadow Lane, continuing on to Pinto Lane, Charleston and Rancho and other areas that will be transformed.

Land on Rancho and Oakey will be transformed into a dog park. There was continued discussion regarding public and private investments, additional amenities that will be coming to the area and infrastructure upgrades.

The City is working with the Medical District Board to identify where there are gaps and what needs to be changed in the state structure to improve healthcare and strengthen UMC. A façade rehab will create synergy and incentivize additional developments within the community.

Councilman Knudsen thanked UMC for their support and leadership in addressing the needs of the community.

Mr. Van Houweling also thanked Councilman Knudsen for his support to UMC and the Board.

Chairman O'Reilly requested an update on the financial partnership and coordination with the parking structure project and wanted to insure that the upgrades planned for UMC have been coordinated with the City and staff. A discussion ensued regarding the health challenges that firefighters face and the critical shortages of healthcare workers.

FINAL ACTION: None

ITEM NO. 12 Review and discuss the potential topics for the Governing Board 2022 Action Plan calendar; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None submitted

DISCUSSION:

Chair O'Reilly thanked all of the Board members for their participation in the Governing Board survey. He highlighted the importance of reviewing and focusing on the following topics for CY2022:

- Review of UMC's Mission, Vision and Values;
- Focus on community health needs and expand collaborative partnerships;
- Reviewing legislative goals and relationship with political leaders;
- Strategic planning and continued updates on the progress of the façade project and physical plant changes;
- Continue to understand and improve the collaboration with physician leaders and medical staff.

Chair O'Reilly suggested that an extended meeting be scheduled for February to address the aforementioned topics, as well as any other subject matter that the Board would consider important for discussion.

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 submitted

DISCUSSION:

Member Caspersen provided a report on the meeting held on Wednesday, January 19, 2022 at 2:03pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

Due to the holiday schedule, the financial reports for November and December, as well as YTD financial results were reviewed. Trends in increased volumes and revenues were discussed. There was also discussion on the financial impact that COVID-19 has had on hospital operations, SWB and staffing challenges. Statistics regarding key financial indicators, profitability, labor costs, as well as liquidity and various cash collections were discussed.

An update on the hospital's capital spending was provided. The cash position of the hospital is strong, despite delays in the receipt of federal supplemental payments.

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

There were no emerging issues, no public comment and the meeting adjourned at 3:15 PM.

ITEM NO. 14 Receive the monthly financial reports for November and December FY22, and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- November and December FY22 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for November and December FY22.

Key indicators for November showed volumes were significantly over budget. Admissions exceeded budget by approximately 11%. The AADC showed an average of 648 for the month. Length of stay was 10% over budget. Acuity is high. Hospital CMI was 1.92 and Medicare CMI was 2.16. Inpatient surgeries were almost 22% above budget and outpatient surgeries were 3% over budget. There were 11 transplants in the month. ER visits continue to climb. Quick cares were about 5% above budget and primary cares were consistent with budget.

The income statement showed overall net patient revenue was above budget $15 million. Operating expenses were above budget $7.2 million. Income from operations showed $3.2 million in earnings compared to a budgeted loss of $4.3 million.

Ms. Wakem next presented the financials for the month of December.

Key indicators for December were similar to November with high volumes and length of stay. Acuity remains high. The hospital currently has 8 overflow areas.

The income statement showed $11.6 million overall net revenue and other operating expenses above budget $6.4 million. Income from operations was $3.6 million with a budgeted loss of $1.4 million. Year to date showed positive income of $15.3 million in earnings, with a budgeted loss of $12.8 million.

Salaries, wages and benefits for December presented the highest expense. Most labor costs were attributed to increased patient volumes. Opportunities for improvement continue in staffing and labor costs. To date, 30 nurses have been hired into the nursing float pool.

Dr. Kahn commented that it is nice to see that deliveries are up.

FINAL ACTION:

None

At this time, Chairman O'Reilly thanked Dr. Lippmann for his service as Chief of Staff. He also kindly welcomed Dr. Meena Vohra to the Board as the new Chief of Staff.

Item 15 was tabled for discussion at a later time during the meeting. The Board moved out of order to hear Item 16, CEO Update.

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:

Mr. Van Houweling began his CEO update with a discussion about the Beautify and Unify ReVITALize UMC project update. The bid proposal was posted in the Las Vegas Review Journal on January 9, 2022 and a schedule of the timeline was presented.

He next provided an update on the following topics:

- COVID stats update – There has been an increase in pediatric cases. He shared an overview of the staffing challenges, COVID patient volumes and testing statistics.
- Elective surgeries – There have been a reduction in the number of elective surgeries that occur due to staffing shortages.
- CMS Vaccination Mandate ruling – The ruling was upheld. Staff will need to be fully vaccinated or have an accommodation by the end of the month. 98% of UMC staff is fully vaccinated.
- Supply chain update – Supply chain has done a good job in sourcing and we are doing well in this area. There is a shortage in blood due to a reluctancy to donate.
- SB248/Public option – This Bill, regarding the limitation of medical collections in the state, is being monitored closely. Public Option is coming in 2024; updates will be provided.
- Pancreas approved – The application has been approved and we are anticipating the first transplant scheduled toward the end of March.
- Short-term bed plan – UMC is making plans to transform the 4th and 5th floors of the Trauma building into patient care areas and building out temporary patient care rooms to accommodate volumes.
- Elevator remodel – 10 out of 15 are complete
- Butterfly ultrasounds units
- Additional teleboxes
- UMC Online Care – This service has helped decompress the urgent care and primary care offices.

Chair O'Reilly recommended that the Board set up their accounts and requested that staff send out the instructions to set up the online care service.

FINAL ACTION: None

At this time, the Board returned to Item 15 for a report from Dean Kahn.

ITEM NO. 15 Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None submitted

DISCUSSION:

Dr. Kahn informed the Board that on January 25th, the School received full accreditation with commendation from the Accreditation Council of Graduate Medical Education (ACGME). There were no citations.

The building construction remains on schedule and will be a nice addition to the Medical District. This is good for UNLV and UMC. Occupancy is anticipated for the late summer or the fall of 2022.

Dean Kahn commented on the continued strategic collaboration to create an Academic Health Center that will benefit and care for the community.

March 20th will be the first match to determine residency for 4th year students and the medical school graduation will be in May and the key speaker chosen will be Don Snyder. Dates and times will be provided at a later time.

Lastly, he emphasized the need to continue to work together to receive more GME positions in Nevada. The deadline to submit the CMS grant applications is March 31st.

FINAL ACTION: None

ITEM NO. 17 Elect a Chair and Vice Chair to the Governing Board to serve a two-year term ending January 2024; and take any action deemed appropriate. *(For possible action)*

DISCUSSION:

Chair O'Reilly indicated that he and Dr. Mackay would be honored to continue to serve for another two-year term.

FINAL ACTION:

Member Franklin made two motions for Chair O'Reilly and Dr. Mackay to continue for another two-year term in their capacities as Chair and Vice-Chair, respectively. Both motions carried by unanimous vote, with noted abstentions below.

(Chair O'Reilly and Dr. Mackay abstained from voting on their respective nominations)

ITEM NO. 18 Finalize the meeting dates for calendar year 2022 for the Governing Board and the Governing Board's standing committees; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- 2022 Meeting Calendar

DISCUSSION:

Chair O'Reilly stated that the meeting dates have been suggested and documented previously. The meetings dates for the Governing Board and the

Committees were reconfirmed and there were no changes to the approved meeting schedules. Meeting dates are subject to change as needed with proper notice.

FINAL ACTION:

A motion was made by Dr. Mackay to approve the meeting schedule change for the calendar year 2022. Motion carried by unanimous vote.

ITEM NO. 19 Review and accept the standing committee assignments for calendar year 2022; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- 2022 Meeting Calendar

DISCUSSION:

Chair O'Reilly asked if any changes were necessary to committee assignments or if members preferred for committees to remain as they are now. There was no indication provided that any changes were required.

FINAL ACTION:

A motion was made by Member Dr. Mackay confirm the reappoint the Committee assignments for the calendar year 2022. Motion carried by unanimous vote.

Chairman O'Reilly appoints and reappoints all of the existing Chair members to their current position. This will be revisited next year.

SECTION 4: EMERGING ISSUES

ITEM NO. 20 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Chairman O'Reilly welcomed Dr. Vohra to the Board and invited her to provide a report at this time or at a future meeting.

FINAL ACTION:
None

COMMENTS BY THE GENERAL PUBLIC:

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

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

There being no further business to come before the Board at this time, at the hour of 3:12 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 21 Go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:15 PM.

At the hour of 3:38 PM, the closed session on the above topic ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 3:38 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason VanHouweling

Recommendation:

Approve the February 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) February 22, 2022. (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 February 17, 2021 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

A. Revisions to the Pediatrics Delineation of Privileges (DOP)

The MEC reviewed and approved these credentialing activities at the February 22, 2022 meeting.

Cleared for Agenda
February 23, 2022

Agenda Item

4

DATE: **February 22, 2022**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **February 17, 2022 Credentialing Activities**

I. New Business

A. Revision to the Pediatrics DOP

II. **CREDENTIALS**

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Carney	Brandon	C	MD	02/17/2022-01/31/2023	Medicine/Infectious Disease	Nellis AFB Specialty Clinic	Category 1
2	Cheng	Shihshiang		MD	02/17/2022-01/31/2023	Radiology	Desert Radiology	Category 1
3	David	Jason	W	MD	02/17/2022-01/31/2024	Emergency Medicine/Adult Emergency Medicine	99 MDG Nellis AFB	Category 1
4	Nguyen	Tuan	B	MD	02/17/2022 - 01/31/2024	Ambulatory Care	UMC Summerlin Quick Care Center	Category 1
5	Parekh	Amit		DO	02/17/2022-01/31/2023	Orthopaedic Surgery	Desert Orthopaedic Center	Category 1
6	Vilai	Julpohng		MD	02/17/2022-01/31/2023	Pediatrics	UNLV Medicine	Category 1
7	Winston	Tiffany		MD	02/17/2022-01/31/2023	Emergency Medicine/Adult Emergency Medicine	Landstuhl Regional Medical Center	Category 1

B. REAPPOINTMENTS TO STAFF

1	Agrawal	Rajneesh		MD	04/01/2022-03/31/2024	Radiology	Active Membership and Privileges	Desert Radiologists
2	Akhavan	Alexander		MD	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	Alpine Hospitalists Group

3	Ault	Brian	W	DO	04/01/2022-03/31/2024	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine
4	Brimhall	Brett	D	MD	04/01/2022-03/31/2024	Surgery/Ophthalmology	Active Membership and Privileges	Brimhall Eye Center
5	Castillo	William	J	MD	04/01/2022-03/31/2024	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
6	Estrada	Christine	M	DO	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	ProCare Hospice of Nevada
7	Gaal	Wade	R	MD	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	UNLV Family Medicine
8	Gould	Natalie	S	MD	04/01/2022-03/31/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Cancer Center
9	Gregory	Maurice	D	MD	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	Maurice D. Gregory Jr MD, PC
10	Grigoriev	Victor	E	MD	04/01/2022-03/31/2024	Surgery/Urology	Active Membership and Privileges	Las Vegas Urology
11	Hansen	Mark	C	MD	04/01/2022-03/31/2023	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
12	Iqbal	Bilal		MD	04/01/2022-03/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
13	Johnson	Brendan	G	DDS	04/01/2022-03/31/2024	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Nevada Oral & Facial Surgery

14	Khan	Omar		M.D	04/01/2022-03/31/2024	Pathology	Affiliate Membership and Privileges	Laboratory Medicine Consultants
15	Kia	Ali		MD	04/01/2022-03/31/2024	Medicine/Internal Medicine	Active Membership and Privileges	UNLV Medicine
16	Kushnir	Christina		MD	04/01/2022-03/31/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Cancer Center
17	Laird	Thaddeus		MD	04/01/2022-03/31/2024	Radiology	Affiliate Membership and Privileges	Desert Radiologists
18	Lal	Darshan		MD	04/01/2022-03/31/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine
19	Link	Daniel	J	MD	04/01/2022-03/31/2024	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia
20	McDonald	Spencer		MD	04/01/2022-03/31/2024	Family Medicine	Active Membership and Privileges	Sound Physicians
21	Mendoza	Charles		MD	**04/01/2022-03/31/2023**	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
22	Nandalur	Karunakar		MD	04/01/2022-03/31/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	HealthCare Partners Medical Group
23	Nelson	Karen		DO	04/01/2022-03/31/2024	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Active Membership and Privileges	OptumCare Orthopaedics and Spine Care
24	Neyland	Beverly	A	MD	04/01/2022-03/31/2024	Pediatrics	Affiliate Membership and Privileges	UNLV Pediatrics

25	Nik Abdul Rashid	Nik	F	MD	04/01/2022-03/31/2024	Pediatrics	Active Membership and Privileges	Hemostasis and Thrombosis Center of Nevada
26	O'Connell	Brian	J	MD	04/01/2022-03/31/2024	Surgery/General Surgery/Trauma Surgery	Affiliate Membership and Privileges	UNLV Medicine
27	Okuyemi	Oluwafunmilola		MD	04/01/2022-03/31/2024	Surgery/Otolaryngology	Active Membership and Privileges	UNLV Surgery
28	Raddue	Matthew	T	MD	04/01/2022-03/31/2024	Anesthesiology	Affiliate Membership and Privileges	OptumCare Anesthesia
29	Reese	Lee	M	MD	04/01/2022-03/31/2024	Surgery/General Surgery	Active Membership and Privileges	Desert West Surgery
30	Rojas	Vanessa		MD	04/01/2022-03/31/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine
31	Saud	Bipin		MD	04/01/2022-03/31/2024	Medicine/Gastroenterology	Active Membership and Privileges	South Hills Gastroenterology
32	Tian	Yu		MD	04/01/2022-03/31/2024	Anesthesiology	Active Membership and Privileges	Desert Anesthesiologists
33	Treadwell	Paul	K.	MD	04/01/2022-03/31/2024	Radiology	Affiliate Membership and Privileges	21st Century Oncology
34	Tsai	Anna		MD	04/01/2022-03/31/2024	Surgery/Otolaryngology	Affiliate Membership and Privileges	UNLV Medicine
35	Weltman	James		DO	04/01/2022-03/31/2023	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
36	Wichman	David	R	DO	04/01/2022-03/31/2024	Ambulatory Care	Active Membership	UMC Centennial Primary Care

							and Privileges	

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Gaal	Wade	R	MD	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	UNLV Family Medicine	New - Ambulatory Medicine
2	Gregory	Maurice	D	MD	04/01/2022-03/31/2024	Family Medicine	Affiliate Membership and Privileges	Mrs. M.J. Gregory	Withdrawn: Ambulatroy Medicine, Critical Care Medicine, Hospice & Palliative Care
3	Iqbal	Bilal		MD	04/01/2022-03/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada	New - TPN & Ambulatory Medicine
4	O'Connell	Brian	J	MD	04/01/2022-03/31/2024	Surgery/General Surgery/Trauma Surgery	Affiliate Membership and Privileges	UNLV Medicine	New-REBOA
5	Rojas	Vanessa		MD	04/01/2022-03/31/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine	New-Ambulatory Services and Telemedicine
6	Tsai	Anna		MD	04/01/2022-03/31/2024	Surgery/Otolaryngology	Affiliate Membership and Privileges	UNLV Medicine	New-Hypoglossal Nerve Stimulator

D. EXTENSION OF INITIAL FPPE

1	Hambrecht	Scott	DPM	Orthopaedic Surgery/Podiatry	Affiliate Initial FPPE Membership and Privileges	Southwest Medical	Through August 17, 2022-Unable to Provide Cases
2	Pingree	Alexander	DO	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges	Mike O'Callaghan Medical Center	to August 17, 2022-unable to provide cases
3	Sturgill	Emily	MD	Anesthesiology	Affiliate Initial FPPE Membership and Privileges	Mike O'Callaghan Medical Center	Through August 17, 2022-Unable to Provide Cases

E. COMPLETION OF INITIAL FPPE

1	Berry	Keith	A	MD	Surgery/General Surgery/Trauma Surgery	Completion of Initial FPPE	Trauma Surgery
2	Desai	Snehal	R	MD	Medicine/Gastroenterology	Completion of Initial FPPE	Enteric Stent Placement (esophagus, colon, small bowel
3	Falco	Mark	H	MD	Surgery/General Surgery and Surgery/Plastic Surgery	Completion of Initial FPPE	Plastic Surgery
4	Gollard	Russell	P	MD	Medicine/Hematology/Oncology	Completion of Initial FPPE	Hospice and Palliative Care
5	Kuruvilla	Kevin		MD	Surgery/General Surgery & Trauma Surgery	Completion of Initial FPPE	Trauma Surgery, Trauma Critical Care and Trauma Burn
6	Malone	Jessica		MD	Medicine/Internal Medicine	Completion of Initial FPPE	Internal Medicine
7	Norozian	Farnaz		MD	Emergency Medicine/Pediatric Emergency Medicine	Completion of Initial FPPE	Surgery/Foreign Body Removal

F. CHANGE IN STAFF STATUS

1	Anderson	Jeremy	R	DO	Surgery/General Surgery	Release from Initial FPPE to Affiliate Member ship and Privileges- Completion of Initial FPPE
2	Andrews	Elena	N	MD	Ambulatory Care	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges- Completion of FPPE
3	Ball	Seth		MD	Emergency Medicine/Adult Emergency Medicine & Emergency Medicine/Pediatric Emergency Medicine	Release from Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
4	Bhandari	Shfali		MD	Medicine/Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
5	Belete	Hewan	A	MD	Anesthesiology	From Affiliate Membership and Privileges to Active Membership and Privileges.
6	Byrne	Matthew	C	MD	Anesthesiology & Trauma Anesthesiology	Release from Initial FPPE to Affiliate Membership and Privileges- Completion of Initial FPPE

7	Crankshaw	Laura		MD	Surgery/General Surgery	Release from Initial FPPE to Affiliate Membership and Privileges- Completion of Initial FPPE
8	Cunningham	Susan		M.D	Radiology	Release of Initial FPPE Membership and privilege to Affiliate with membership and Privilege - Completion of FPPE
9	Hardman	Julian		M.D	Radiology	From Affiliate Membership and Privileges to Active Membership and Privileges.
10	Howenstein	Abby		MD	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Release from Initial FPPE to Affiliate Membership and Privileges- Completion of Initial FPPE
11	Johnson	Craig	B	DO	Anesthesiology	From Affiliate Membership and Privileges to Active Membership and Privileges.
12	Mehrkhani	Farhad		M.D	Radiology	Release of Initial FPPE Membership and privilege to Affiliate with membership and Privilege - Completion of FPPE
13	Palmer	Angela		MD	Neurosurgery/Trauma Neurosurgery	Release from Initial FPPE to Affiliate Member ship and Privileges- Completion of Initial FPPE
14	Pape	Frank		DO	Emergency Medicine/Adult Emergency Medicine	Release from Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
15	Schmidt	Lauren		MD	Surgery/General Surgery	Release from Initial FPPE to Affiliate Member ship and Privileges- Completion of Initial FPPE
16	Sharma	Rahul	K	DO	Surgery/General Surgery	Release from Initial FPPE to Affiliate Member ship and Privileges- Completion of Initial FPPE

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

1	Cadavona	John	J	MD	Medicine/Internal Medicine	New Privileges -Ambulatory Services & Telemedicine
2	Chan	Wilson		MD	Medicine/Internal Medicine	New Privileges -Ambulatory Services & Telemedicine
3	Lei	KaChon		MD	Medicine/Internal Medicine	New Privileges -Ambulatory Services & Telemedicine

4	Pankewycz	Oleh		MD	Medicine/Nephrology	New Privileges -Ambulatory Services & Telemedicine
5	Patel	Sunil		MD	Surgery/General Surgery	New Privileges -Emergency Vascular Repair
6	Siskind	Eric		MD	Surgery/General Surgery	New Privileges - Emergency Vascular Repair
6	Tiu	Hannah		MD	Medicine/Nephrology	Withdraw Privilege – TPN Unable to provide cases

H. LOW VOLUME PROVIDERS

1	Addo-Quaye	Bernard	K	MD	Family Medicine
2	Ahmad	Shamoon		MD	Medicine/Hematology/Oncology
3	Amesur	Rajiv	P	DO	Medicine/Pulmonary Medicine/Respiratory Care
4	Ayat	Joseph	H	MD	Medicine/Internal Medicine
5	Biazzo	Salvatore		DO	Ambulatory Care
6	Durette	Lisa		MD	Medicine/Psychiatry
7	Gaal	Wade	R	MD	Family Medicine
8	Gould	Natalie		MD	Obstetrics and Gynecology
9	Gregory Jr	Maurice	D	MD	Family Medicine
10	Kafer	Drew		MD	Family Medicine
11	Kamboj	Ezaj		MD	Medicine/Cardiology
12	Matos	Renee		MD	Pediatrics
13	McDermott	Nasim		DO	Medicine/Gastroenterology
14	Mehrkhani	Farhad		MD	Radiology
15	Nguyen	Cuong	T	MD	Medicine/Cardiology
16	Pillon	Luana		MD	Medicine/Nephrology
17	Shahzad	Asher		MD	Medicine/Infectious Disease
18	Sheikh	Mahmud	A	MD	Medicine/Internal Medicine

19	Tan	George		MD	Medicine/Gastroenterology
20	Tanveer	Aisha		MD	Medicine/Internal Medicine
21	Tavares	Joaquim	S	MD	Medicine/Pulmonary Medicine/Respiratory Care
22	Tiu	Hannah	Sy	MD	Medicine/Nephrology
23	Tottori	David		MD	Pediatrics
24	Treadwell	Paul	K.	MD	Radiology

I. REQUEST FOR RESIGNATION

1	Lee	Sandra		DO	Radiology	No longer with Group and State
2	Libby	Eugene	P	DO	Orthopaedic Surgery/Orthopaedic Surgery	Change in Practice Needs
3	Williams	Wydell	L	MD	Surgery/General Surgery	Retired

J. REQUEST FOR LEAVE OF ABSENCE

1	Hovanessian	Armen	MD	Radiology
2	Jeong	William	MD	Neurosurgery
3	Matos	Renee	MD	Pediatrics

K. RETURN FROM LEAVE OF ABSENCE

1	Brennaman	Jeremy		MD	Emergency Medicine/Adult Emergency Medicine
2	Shen	Gary	K	MD	Surgery/General Surgery

L. REMOVAL FROM STAFF

1	Akhavan	Alexander		MD	Family Medicine	Failure to provide proof of vaccination
2	Albayrak	Samet		MD	Obstetrics and Gynecology	No longer with UNLV
3	Arif	Salman		MD	Medicine/Internal Medicine	Failure to provide proof of vaccination
4	Burchill	Casey		DPM	Orthopaedic Surgery/Podiatry	Failure to Maintain Address in Clark County
5	Burger	Abby		DO	Obstetrics and Gynecology	No longer with UNLV
6	Christensen	Jim		MD	Medicine/Allergery/Immunology	Failure to provide Malpractice
7	Friedman	Garrett	G	MD	Surgery/General Surgery	Failure to Maintain Current Contact Information

8	Hanson	Michael	E	MD	Anesthesiology	Failure to Provide Proof of Full Vaccination
9	Lopez	Nelson		DO	Surgery/Ophthalmology	Failure to Provide Proof of Full Vaccination
10	Martinez	Dominic	F	MD	Anesthesiology	Failure to Complete Initial FPPE
11	Ranai	Ramchan	B	MD	Medicine/Nephrology	Deceased
12	Tordilla	Jeffrey	J	MD	Anesthesiology	Failure to Provide Proof of Full Vaccination

M. ADVANCED PRACTICE PROFESSIONAL INITIAL

1	Argyle	Jed		CRNA	02/17/202-03/31/2023	Anesthesiology	Red Rock Anesthesia Consultants	Category 1	Independent
2	Bigg	Michelle	L	APRN	02/17/202-05/31/2023	Medicine/ Hematology/ Oncology	Comprehensive Cancer Centers of Nevada	Category 1	Independent
3	Campbell	Eleanor		APRN	02/17/202-01/31/2024	Medicine/ Hematology/ Oncology	OptumCare	Category 1	Independent
4	Leong	Riza	B	APRN	02/17/202-12/31/2023	Medicine/Internal Medicine	UMC Monoclonal Antibody Treatment Center	Category 1	Independent
5	Manasco	Megan		CRNA	02/17/202-05/31/2023	Anesthesiology	Red Rock Anesthesia Consultants	Category 1	Independent

N. ADVANCED PRACTICE PROFESSIONAL REAPPOINTMENTS

1	Boffeli	Shannon		APRN	04/01/2022-03/31/2024	Orthopaedic Surgery	Optum Care Orthopaedics	Independent
2	Joshua	Solomon		APRN	04/01/2022-03/31/2024	Medicine/Internal Medicine	Pioneer Healthcare	Independent
3	Luna	Diane	M	APRN	04/01/2022-03/31/2023	Ambulatory Care	UMC Enterprise Quick Care	Independent
4	Peckham	Samantha	S	APRN	04/01/2022-03/31/2023	Emergency Medicine/Adult Emergency Medicine	Sound Physicians	Independent
5	Porciuncula	Amelia	P	APRN	04/01/2022-03/31/2024	Ambulatory Care	UMC Nellis Primary Care Center	Independent

6	Strobehn	Patricia	K	APRN	04/01/2022-03/31/2023	Emergency Medicine/Adult Emergency Medicine	Sound Physicians	Independent

O. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES

1	Belcher	Chad	S	APRN		Ambulatory Care		New Privilege: Tele Medicine	Independent
2	Bou-Daher	Peter	A	PAC		Medicine/Internal Medicine & Ambulatory Care		New Department: Ambulatory Care	Luis Medine-Garcia, MD

P. ADVANCED PRACTICE PROFESSIONAL CHANGE IN SPONSOR

1	Christiansen	Sean		PAC		Radiology	Remove: Dr. Michael Carducci Add: Howard Tischler, MD	Michael Carducci, MD to Howard Tischler, MD
2	Spriggel	Taylor	R	PAC		Radiology	Remove: Dr. Michael Carducci Add: Dr. Xi Xue	Michael Carducci, MD to Xi Xue, MD

Q. ADVANCED PRACTICE PROFESSIONAL CHANGE IN STAFF STATUS

1	Baltrune	Evelina	APRN	Medicine / Nephrology	Release from APP Initial FPPE to APP Independent Membership and Privileges-Completion of FPPE	Independent
2	San Jose	Joselito	APRN	Ambulatory Care	Release from APP Initial FPPE to APP Independent Membership and Privileges-Completion of FPPE	Independent
3	Yukee	Marizel	APRN	Ambulatory Care	Release from APP Initial FPPE to APP Independent Membership and Privileges-Completion of FPPE	Independent

R. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME

1	Dampog	Ronald	J	APRN	Medicine / Internal Medicine	Independent
2	Hough	Brittany		PAC	Orthopaedic Surgery	Benjamin Hansen, MD
3	Joshua	Solomon		APRN	Medicine / Internal Medicine	Independent
4	Peckham	Samantha		APRN	Emergency Medicine / Adult Emergency Medicine	Independent
5	Starley	Nicholus		CRNA	Anesthesiology	Independent
6	Strobehn	Patricia		APRN	Emergency Medicine / Adult Emergency Medicine	Independent

S. ADVANCED PRACTICE PROFESSIONALS REMOVAL OF STAFF

1	Fisher	Carla	PAC	Ambulatory Care	Failure to meet UMC vaccination requirements	Independent
2	Love	Stephanie	APRN	Ambulatory Care	Failure to meet UMC vaccination requirements	Independent

T. ADVANCED PRACTICE PROFESSIONALS RESIGNATION

1	Cho	Ryan		PAC	Ambulatory Care	No longer with UMC	Debbie Edano, MD
2	Shelstad	Heidi	L	PAC	Emergency Medicine / Adult Emergency Medicine	No longer in Las Vegas	Tiffany Sigal, MD

MEMORANDUM

DEPARTMENT

TO:	Credentials Committee
FROM:	Pediatric Department
SUBJECT:	Pediatric Hospital Medicine
DATE:	February 9, 2022

The Pediatric Department is recommending the addition of Specialty Pediatric Hospital Medicine to the Pediatric Delineation of Privileges (DOP) with criteria:

Pediatric Hospital Medicine:

A pediatrician who specializes in Pediatric Hospital Medicine has expertise in the care of children with a variety of illnesses and medical needs that require hospital care. Pediatric hospitalists provide leadership in the care of pediatric patients throughout the hospital including the pediatric ward, labor and delivery, the newborn nursery, the emergency department, the neonatal intensive care unit, and the pediatric intensive care unit. Pediatric Hospital Medicine privileges which include, but are not limited to, neonatal endotracheal intubation; placement of intravenous lines; venipuncture; umbilical artery and vein catheterization; lumbar puncture; bladder catheterization; gynecologic evaluation of prepubertal and postpubertal females; wound care and suturing of lacerations; laceration repair; developmental screening test; pain management; reduction and splinting of simple dislocations/fractures; simple laceration repair.

Criteria:
Exclusive /Employment exists between the hospital and the physicians for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital.

*Physicians must be Board Certified in PHM by 2024

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

NAME: _____

Effective FROM: _____ TO: _____

☐ Initial Application
☐ Reappointment
☐ Additional Privilege

PRIVILEGES IN PEDIATRICS

The establishment of privileges and procedures in the Department of Pediatrics shall be in accordance with the Bylaws of the Medical and Dental staff. Physicians in the Department of Pediatrics have privileges to admit, treat and consult on pediatric patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center.

ELIGIBILITY CRITERIA: To be eligible to request clinical privileges in the Pediatric Department, the applicant must meet the following minimum criteria:

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

Minimum Formal Training: Completion of a pediatric residency approved by the Accreditation Council for Graduate Medical Education; AND

Board Certification or active candidate status in Pediatrics is required and certification within seven (7) years of becoming eligible AND Must continue to meet MOC requirements as defined and required by the American Board of Pediatrics (ABP) AND Successful re-certification within two (2) years of expiration of certificate; (An exception to this can be made in extreme circumstances, where patient care may be compromised. This must be approved by the Chief of Pediatrics, and the Medical Executive Committee.) AND

Documented experience in the treatment of major, and/or complicated illnesses or performance of procedures that do carry a significant threat to life.

Experience: Physicians must be able to demonstrate that he or she performed a combination of thirty (30) inpatient Pediatric procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence; AND Documentation of twenty (20) Pediatric related Continuing Medical Education (CME) hours at the time of reappointment.

The thirty (30) inpatient pediatric cases must be unique cases and no more than ten (10) newborn cases will be considered.

Physicians with Refer & Follow Privileges are not expected to provide inpatient cases at initial appointment or reappointment.

The following categories **DO NOT** entitle the physician to **CORE** or Special Privileges. Please **READ THE DESCRIPTIONS CAREFULLY** and only check either Refer & Follow **OR CORE** Pediatrics.

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 Advanced Practice Professionals				

CORE PRIVILEGES IN PEDIATRICS

CORE privileges are defined as routine privileges that are achieved by completion of an accredited ACGME pediatric residency-training program.

Core privileges in pediatrics include the ability to admit, evaluate, diagnose, treat and provide consultation to patients from birth to 18 years of age. Pediatricians assess, stabilize and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. The privileges do not include any of the special requests ("Special Privileges"). Physicians with CORE privileges are required to seek consultation for those patients admitted to the PICU, NICU Level II & III, and Special Care Units unless specified in the unit specific admission policy.

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

In order for a physician to obtain CORE Privileges in Pediatrics, they must meet the criteria stated above for privileges in Pediatrics.

CORE PRIVILEGES FOR PEDIATRICS				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
I hereby request **CORE PEDIATRIC** privileges which include, but are not limited to, neonatal endotracheal intubation; placement of intravenous lines; venipuncture; umbilical artery and vein catheterization; lumbar puncture; bladder catheterization; gynecologic evaluation of prepubertal and postpubertal females; wound care and suturing of lacerations; laceration repair; developmental screening test; pain management; reduction and splinting of simple dislocations/fractures; simple laceration repair.	SEE EXPERIENCE CRITERIA Page 1 of DOP			
AMBULATORY MEDICINE (Outpatient Services Only): For all Physicians providing ongoing outpatient services to patients at any Outpatient Clinic within the scope of the Department of Pediatrics Delineation of Privileges.				
TELEMEDICINE	SEE ATTACHED CRITERIA			

CORE PRIVILEGES IN PEDIATRICS SUBSPECIALTIES

Physicians requesting **SUBSPECIALTY** privileges in the Department of Pediatrics must be able to demonstrate a level of competence within a given field considered appropriate for a subspecialty and are therefore qualified to act as consultants.

Minimum Formal Training: Completion of an accredited pediatric Fellowship approved by the Accreditation Council for Graduate Medical Education; AND

Board Certification in their subspecialty OR

Active candidate status in their subspecialty by the subspecialty board of the American Board of Pediatrics is required AND certification within seven (7) years of becoming eligible. If candidate is in process of taking exam during the reappointment cycle the seven (7) years can be extended by the Chief of Pediatrics OR

Successful re-certification within two (2) years of expiration of certificate;
OR

An exception to this can be made in extreme circumstances, where patient care may be compromised. This must be approved by the Chief of Pediatrics, and the Medical Executive Committee;

AND

Experience:

Documentation of twenty (20) subspecialty related Continuing Medical Education (CME) hours at the time of reappointment.

EXCLUSION: GASTROENTEROLOGY ERCP PRIVILEGES CAN BE GIVEN TO ADULT TRAINED GASTROENTEROLOGIST TO PERFORM ERCP ON PEDIATRIC PATIENTS 10 YEARS 364 DAYS AND OLDER. (Pediatric Gastroenterology consultations on these patients are recommended.)

Demonstrate that he or she has performed or supervised any combination of twenty (20) inpatient Pediatric procedures, treatments, or therapy for subspecialty privileges requested in the past twenty-four (24) months to be able to assess his or her clinical competence, upon request.

To be eligible to request **SUBSPECIALTY** clinical privileges, the applicant must meet the minimum criteria for privileges in the Department of Pediatrics, as well as, CORE privileges.

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
ADOLESCENT MEDICINE: I hereby request CORE ADOLESCENT MEDICINE which include, but are not limited to, the ability to admit, evaluate, diagnose, and provide treatment, including consultation, for patients ages 10 to 18. CORE Adolescent Medicine privileges include, but are not limited to, physical, physiologic, and psychosocial changes associated with pubertal maturation and its disorder; organ-specific conditions frequently encountered during the teenage years; effects of adolescence on preexisting conditions; mental illnesses of adolescence including psychopharmacology and psychophysiologic disorders; disorders of cognition, learning, attention and education; chronic handicapping conditions; disorders of the endocrine system and metabolism; sexually transmitted diseases; reproductive health issues of males and females (e.g., menstrual disorders, gynecomastia, contraception, pregnancy, fertility); disorders associated with substance abuse; infectious disease, including epidemiology, microbiology, and treatment; eating disorders (e.g., obesity, anorexia nervosa, and bulimia); injuries associated with sports.				
ALLERGY/IMMUNOLOGY: I hereby request CORE PEDIATRIC ALLERGY/IMMUNOLOGY which include, but are not limited to, the ability to admit, evaluate, diagnose, consult and manage patients presenting with conditions or disorders involving the immune system, both acquired and congenital. Allergists/Immunologists assess, stabilize, and determine disposition of patients with emergent conditions. CORE PEDIATRIC ALLERGY/IMMUNOLOGY privileges include, but are not limited to, allergen immunotherapy; allergy testing; delayed hypersensitivity skin testing; drug desensitization and challenge; drug testing; food challenge testing; immediate hypersensitivity skin testing; IVIG treatment and administration; nasal cytology; patch testing; physical urticaria testing; provocation testing for hyperreactive airways; pulmonary function tests; rapid desensitization; rhinolaryngoscopy.				
CARDIOLOGY: I hereby request CORE PEDIATRIC CARDIOLOGY which include, but are not limited to, the ability to admit, evaluate, diagnose, consult and provide comprehensive care to newborns, infants, children, and adolescents presenting with congenital or acquired cardiovascular disease and disorders of the heart and blood vessels. Pediatric Cardiologists assess, stabilize, and determine disposition of patients with emergent conditions. CORE PEDIATRIC CARDIOLOGY privileges include, but are not limited to, cardioversion; ECG and echocardiography interpretation; exercise testing; pericardiocentesis and thoracentesis; transesophageal and transthoracic echocardiographies.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
CHILD ABUSE PEDIATRICS: I hereby request CORE CHILD ABUSE PEDIATRICS which include, but are not limited to the difference between incidence and prevalence, cutaneous, musculoskeletal injuries; visceral injuries; ear, nose, throat, neck, mouth and face injuries; ophthalmologic findings and eye injuries; sexual abuse; genital assessment; anal characteristics of injuries; sexually transmitted infections; neglect; prenatal and perinatal abuse; child abuse in medical settings; child facilities; psychological maltreatment; drug-endangered treatment; intimate partner violence; prevention; societal response; ethical issues.				
CRITICAL CARE MEDICINE (Contracted Services): I hereby request CORE PEDIATRIC CRITICAL CARE MEDICINE privileges which include, but are not limited to, the management of life-threatening organ system failure from any cause in children, from the term or near-term neonate to the adolescent, and support of vital physiological functions. CORE PEDIATRIC CRITICAL CARE MEDICINE privileges include, but are not limited to, evaluation and management of life-threatening disorders or injuries in ICUs including, but not limited to, shock, coma and elevated ICP, seizures, infections, acute and chronic renal failure, acute endocrine electrolyte emergencies including DKA, nonkenotic hyperosmolar coma, thyrotoxicosis, SIADH, DI, adrenal insufficiency, systemic sepsis, heart failure, trauma, acute and chronic respiratory failure, drug overdoses, massive bleeding, CNS dysfunction including cerebral resuscitation, diabetic acidosis, and kidney failure; airway maintenance intubation; basic and advanced cardiopulmonary resuscitation; calculation of oxygen content, intrapulmonary shunt, and alveolar arterial gradients; cardiac output determinations by thermodilution and other techniques; cardioversion; establishment and maintenance of open airway in nonintubated, unconscious, paralyzed patients; evaluation of oliguria; insertion and management of chest tubes; insertion and placement of central venous, arterial, and pulmonary artery balloon flotation catheters; interpretation of antibiotic levels and sensitivities; intracranial pressure monitoring; maintenance of circulation with arterial puncture and blood sampling; management of anaphylaxis and acute allergic reactions; management of massive transfusions; management of pneumothorax (needle insertion and drainage systems); management of the immunosuppressed patient; management of renal and hepatic failure, poisoning; monitoring and assessment of metabolism and nutrition; management of Total Parenteral Nutrition (TPN); Percutaneous needle aspiration; percutaneous tracheostomy/cricothyrotomy tube placement (Seldinger technique); pericardiocentesis or tube placement; peritoneal dialysis; peritoneal lavage; pharmacokinetics; pressure, volume, time, and flow-cycled mechanical ventilation; use of narcotics, ketamine, pentobarbital, thiopental, etomidate, and benzodiazepines to facilitate airway management; sedation (moderate & deep); use of reservoir masks and continuous positive airway pressure masks for delivery of supplemental oxygen, humidifiers, nebulizers, and incentive spirometry; ventilator management, including experience with various modes.	Exclusive Contracts exist between the hospital and a third party for the provision of services covered in these groups. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive contract. *See Attached Sedation Criteria*			
DEVELOPMENTAL-BEHAVIORAL PEDIATRICS: I hereby request CORE DEVELOPMENTAL-BEHAVIORAL PEDIATRICS privileges which include, but are not limited to, the three major areas of patient care activity, which are patient assessment, patient management and consultation. CORE DEVELOPMENTAL-BEHAVIORAL PEDIATRICS include, but are not limited to, developmental screening and surveillance techniques; behavioral screening and surveillance techniques; interviewing and assessment of family history and functioning; neurodevelopmental assessment; assessment of behavioral adjustment and temperament; psychiatric interviewing and diagnosis; understanding of the major diagnostic classification schemas.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
ENDOCRINOLOGY: I hereby request CORE PEDIATRIC ENDOCRINOLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients), except where specifically excluded from practice, with injuries or disorders of the endocrine glands (e.g., thyroid and adrenal glands), metabolic and nutritional disorders, diabetes in pregnancy or gestational disorders, pituitary diseases, and menstrual and gonadal problems. Specialists in endocrinology, diabetes, and metabolism assess, stabilize, and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. CORE PEDIATRIC ENDOCRINOLOGY privileges include, but are not limited to, performance of basic laboratory techniques; fine needle aspiration of the thyroid; interpretation of laboratory tests; immunoassays; and radio nuclide, ultrasound, radiologic, and other imaging studies.				
GASTROENTEROLOGY: I hereby request CORE PEDIATRIC GASTROENEROLOGY privileges which include, but are not limited to, the performance of standard endoscopic procedures; advanced endoscopic procedures; EUS procedures; gastric, pancreatic, and biliary secretory tests; other diagnostic and therapeutic procedures utilizing enteral intubation and bougienage; Total Parenteral Nutrition (TPN); liver biopsy; abdominal paracentesis; colonoscopy with biopsy; esophagogastroduodenoscopy (EGD) with biopsy; flexible fiber optic sigmoidoscopy; percutaneous liver biopsy; polypectomy; rigid sigmoidoscopy.				
HEMATOLOGY/ONCOLOGY: I hereby request CORE PEDIATRIC HEMATOLOGY/ONCOLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the intensive care unit), with diseases and disorders of the blood, spleen, lymph glands, and immunologic system, such as anemia, clotting disorders, sickle cell disease, hemophilia, leukemia, and lymphoma. CORE PEDIATRIC HEMATOLOGY/ONCOLOGY privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. Privileges include, but are not limited to, administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes; bone marrow aspiration and biopsy, and interpretation; diagnostic lumbar puncture; management and care of indwelling venous access catheters; therapeutic phlebotomy; therapeutic thoracentesis and paracentesis.				
HOSPICE/PALLIATIVE MEDICINE I hereby request PEDIATRIC HOSPICE/PALLIATIVE MEDICINE privileges which include, but are not limited to, performance of history and physical exam; assessment of pertinent diagnostic studies; direct treatment and formation of a treatment plan; management of common comorbidities and complications and neuropsychiatric comorbidities; management of palliative care emergencies (e.g., spinal cord compression and suicidal ideation); management of psychological, social, and spiritual issues of palliative care patients and their families; management of symptoms, including various pharmacologic and non-pharmacologic modalities and pharmacodynamics of commonly used agents; performance of pain-relieving procedures; provision of appropriate advanced symptom control techniques, such as parenteral infusional techniques; symptom management, including patient and family education, psychosocial and spiritual support, and appropriate referrals for other modalities, such as invasive procedures.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
INFECTIOUS DISEASE: I hereby request CORE PEDIATRIC INFECTIOUS DISEASE privileges which include, but are not limited to, admit, evaluate, diagnose, consult, and provide care to children and adolescents, with acute and chronic infectious or suspected infectious or immunologic diseases; underlying diseases that predispose severe infections; unclear diagnoses; uncommon diseases; management of infections caused by virus, fungi, bacteria, parasites, rickettsiae, or chlamydiae; application and interpretation of diagnostic tests; aspiration of superficial abscess; interpretation of gram stain; management of investigational anti-infective agents.				
MEDICAL GENETICS: I hereby request CORE PEDIATRIC MEDICAL GENETICS privileges which include, but are not limited to; diagnosing and managing genetic disorders; providing patient and family counseling; applying knowledge of heterogeneity, variability, and natural history of genetic disorders in patient-care; decision making; eliciting and interpreting individual and family medical histories; interpreting clinical genetic and specialized laboratory testing information; explaining the causes and natural history of genetic disorders and genetic risk assessment; interacting with other health care professionals in the provision of services for patients with genetically influenced disorder.				
MEDICAL TOXICOLOGY: I hereby request CORE MEDICAL TOXICOLOGY privileges which include, but are not limited to, evaluate, treat, and provide consultation to patients with accidental or purposeful poisoning through exposure to prescription and nonprescription medications, drugs of abuse, household or industrial toxins, and environmental toxins. Areas include acute pediatric drug ingestion; drug abuse; addiction and withdrawal; chemical poisoning exposure and toxicity; hazardous materials exposure and toxicity; and environmental and occupational toxicology.				
NEONATAL MEDICINE (Employed by Hospital): I hereby request CORE NEONATAL MEDICINE privileges which include, but are not limited to, admission, evaluation, diagnosis, provision of consultation, and treatment of newborns presenting with severe and complex life-threatening problems (e.g., respiratory failure, profound shock, congenital abnormalities, and sepsis). Privileges also include but are not limited to, providing consultation to mothers with high-risk pregnancies; provide primary care for patients in the NICU; interpret preliminary EKGs; perform endotracheal intubation; provide ventilator care of infants beyond emerging stabilization; calibrate and operate hemodynamic recording systems; perform umbilical catheterization; insert chest tube; perform exchange transfusion; perform peripheral arterial artery cut-down; provide cardiac life support, including emergent cardioversion; monitoring and assessment of metabolism and nutrition including management of Total Parenteral Nutrition (TPN); use of narcotics, ketamine, pentobarbital, thiopental, etomidate, and benzodiazepines to facilitate airway management; sedation (moderate & deep); arterial puncture; neonatal transport.	Exclusive /Employment exists between the hospital and the physicians for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital. *See Attached Sedation Criteria*			
NEPHROLOGY: I hereby request CORE PEDIATRIC NEPHROLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the ICU) presenting with illnesses and disorders of the kidney and high blood pressure, and for fluid and mineral balance and dialysis of body wastes, as well as to assess, stabilize, and determine the disposition of patients with emergent conditions. Privileges include, but are not limited to, acute and chronic hemodialysis; continuous renal replacement therapy; percutaneous biopsy of autologous and/or transplanted kidneys; peritoneal dialysis; placement of temporary vascular access for hemodialysis and related procedures.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
NEUROLOGY: I hereby request CORE PEDIATRIC NEUROLOGY privileges provide nonsurgical treatment and consultation for children who present with illnesses or injuries of the neurologic system. Nonsurgical child neurology privileges include, but are not limited to, obtain an orderly and detailed patient history; conduct a thorough general and neurological examination; determine the indications for and limitations of clinical neurodiagnostic tests; interpret clinical neurodiagnostic tests; correlate information derived from neurodiagnostic tests with patient clinical history and examination to formulate a differential diagnosis and management plan; participate in the evaluation of and decision making for patients with disorders of the nervous system requiring surgical management; participate in the management of children and adolescents with psychiatric disorders; be knowledgeable about the basic principles of rehabilitation for pediatric neurological disorders; participate in the management of pediatric patients with acute neurological disorders in an ICU and an emergency department; apply appropriate and compassionate methods of terminal palliative care, including adequate pain relief, and psychosocial support and counseling for patients and family members about these issues.				
Pediatric Hospital Medicine A pediatrician who specializes in Pediatric Hospital Medicine has expertise in the care of children with a variety of illnesses and medical needs that require hospital care. Pediatric hospitalists provide leadership in the care of pediatric patients throughout the hospital including the pediatric ward, labor and delivery, the newborn nursery, the emergency department, the neonatal intensive care unit, and the pediatric intensive care unit. Pediatric Hospital Medicine privileges which include, but are not limited to, neonatal endotracheal intubation; placement of intravenous lines; venipuncture; umbilical artery and vein catheterization; lumbar puncture; bladder catheterization; gynecologic evaluation of prepubertal and postpubertal females; wound care and suturing of lacerations; laceration repair; developmental screening test; pain management; reduction and splinting of simple dislocations/fractures; simple laceration repair.	Exclusive /Employment exists between the hospital and the physicians for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital. *Physicians must be Board Certified in PHM by 2024			
PULMONOLOGY: I hereby request CORE PEDIATRIC PULMONOLOGY privileges which include, but are not limited to, the ability to admit, evaluate, diagnose, treat, and provide consultation to patients presenting with conditions, disorders, and diseases of the organs of the thorax or chest, the lungs and airways, cardiovascular and tracheobronchial systems, esophagus and other mediastinal contents, diaphragm, and circulatory system. Pulmonary disease specialists assess, stabilize, and determine the disposition of patients with emergent conditions. CORE PEDIATRIC PULMONOLOGY privileges in this specialty include, but are not limited to, airway management; CPAP; diagnostic and therapeutic procedures, including thoracentesis, endotracheal intubation, and related procedures; emergency cardioversion; examination and preliminary interpretation of sputum, bronchopulmonary secretions, pleural fluid, and lung tissue; inhalation challenge studies; management of pneumothorax (needle insertion and drainage system); pulmonary function tests to assess respiratory mechanics and gas exchange, to include spirometry, flow volume studies, lung volumes, diffusing capacity, arterial blood gas analysis, and exercise studies; management of various positive pressure ventilatory modes.				

Formatted: Highlight

Formatted: Highlight

RHEUMATOLOGY: I hereby request CORE PEDIATRIC RHEUMATOLOGY privileges which include, but are not limited to, the ability to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the ICU) with diseases of the joints, muscle, bones, and tendons, as well as autoimmune and immune-mediated disorders, including soft tissue rheumatism, inflammatory arthritis/enthesopathies, infectious bone and joint diseases, vasculitis, osteoarthritis/osteonecrosis, metabolic bone disease, systemic lupus and allied disorders, myopathies/myositis and allied disorders, progressive systemic sclerosis, and crystal-induced disorders. CORE PEDIATRIC RHEUMATOLOGY privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Procedures include, but are not limited to, diagnostic aspiration of synovial fluid from diarthrodial joints, as well as therapeutic injection of diarthrodial joints; bursae, tenosynovial structures, and enthesis; arthrocentesis; use of chemotherapeutic agents;biological response modifiers.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
PEDIATRIC REHABILIATION MEDICINE: I hereby request CORE PEDIATRIC REHABILITATION MEDICINE privileges which include, but are not limited to, evaluating children and adolescents with temporary or permanent disabilities; performing electrodiagnostic medicine studies; developing treatment programs to maximize functional capabilities; managing common pediatric rehabilitation medical conditions and complications; prescribing assistive devices, including orthotics, prosthetics, wheelchairs, and other adaptive devices; providing leadership to the multidisciplinary team; facilitating normal growth and development; providing guidance and support to parents and family; advising injury prevention and wellness.				
CHILD AND ADOLESCENT PSYCHIATRY: I hereby request CORE CHILD AND ADOLESCENT PSYCHIATRY privileges which include, but are not limited to, the ability to admit, work up, diagnose and provide treatment to children and adolescents who suffer from mental, behavioral, or emotional disorders; provide consultation with physicians in other fields regarding mental, behavioral, or emotional disorders and their interaction with physical disorders.	*Training requires M.D or D.O; and completion of ACGME Residency in Pediatrics, Medicine, Neurology, or General Psychiatry; and completion of a Fellowship in Child Psychiatry			
SLEEP MEDICINE: I hereby request PEDIATRIC SLEEP MEDICINE privileges which include, but are not limited to, admit, evaluate, diagnose, provide consultation, and treat patients presenting with conditions or disorders of sleep (e.g. sleep-disordered breathing, circadian rhythm disorders, insomnia, parasomnias, narcolepsy, and restless leg syndrome), actigraphy; maintenance of wakefulness testing; monitoring with interpretation of EKG, EEG, EOG, EMG+, Flow, O2 saturation, leg movements, thoracic and abdominal movement; CPAP/BiPAP titration; multiple sleep latency testing; oximetry; administration of polysomnograms; sleep log interpretation.				
SPORTS MEDICINE: I hereby request PEDIATRIC SPORTS MEDICINE privileges which include, but are not limited to, prevention, diagnosis, treatment, management, and disposition of common sports injuries and illnesses; emergency assessment and care of acutely injured athletes; management of medical problems in the athlete; rehabilitation of the ill or injured athlete; proper preparation for safe return to participation after an illness or injury; integration of medical expertise with other healthcare providers, including medical specialists, athletic trainers and allied health professionals; providing appropriate education and counseling regarding nutrition, strength and conditioning, ergogenic aids, substance abuse, and other medical problems that could affect the athlete; understanding pharmacology and effects of therapeutic, performance-enhancing, and mood-altering drugs; promotion of physical fitness and healthy lifestyles.				
TRANSPLANT HEPATOLOGY: I hereby request PEDIATRIC TRANSPLANT HEPATOLOGY privileges which include, but are not limited to, admitting, evaluating, diagnosing, consulting, and managing patients with liver dysfunction or end-stage liver disease requiring liver transplantation, including participation in the selection of appropriate recipients for transplantation and donor selection; histocompatibility and tissue typing; pre-, intra-, and immediate postoperative and continuing inpatient care; the use of immunosuppressive therapy; histologic interpretation of allograft biopsies; precutaneous liver biopsies; interpretation of ancillary tests for liver dysfunction;long-term patient care.				

SPECIAL PRIVILEGES

SPECIAL PRIVILEGES are defined as high risk, problem prone, or new technology and not routinely part of general privileges. Privileging for the following procedures requires documentation of ongoing experience and expertise or recent training with independent assessment of competence.

ELIGIBILITY CRITERIA: To be eligible to request **SPECIAL** clinical privileges, the applicant must meet the minimum criteria for CORE privileges in the Department of Pediatrics or subspecialty privileges in their field in addition to the following:

Experience: Must be able to demonstrate that he or she has performed or supervised 10 procedures/treatments, or therapy for each privilege requested in the past 24 months to be able to assess his or her clinical competence.

SPECIAL PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
Sedation				
Moderate Sedation	*See Attached Sedation Criteria*			
Deep Sedation	*See Attached Sedation Criteria*			
General Pediatrics				
Circumcision				
Simple removal of foreign bodies (e.g. from ears or nose)				
Placement of intraosseous lines				
Arterial puncture				
Incision and drainage of superficial abscesses				
Chest tube placement				
Thoracentesis				
Subrapubic Bladder Aspiration				
Artherocentesis				
Cardiology				
Adult Congenital Heart Disease (ACHD)	*Proof of Board Certification at Initial Application*			
Angioplasty (pulmonary artery and veins, aortic, peripheral)				
Atrial Septostomy				
Balloon Valvuloplasty				
Coil Embolization				
Complete Cardiac Catheterization with Interpretation				
Electrophysiology				
Fetal Cerebral Cardiography				
Myocardial Biopsy				
Percutaneous Angioplasty				
Temporary Pacemaker insertion				
Transesophageal Pacing				
Intravascular Stent Placement				
PDA Device Closures				
Critical Care (Contracted Service) Please note: Exclusive Contracts exist between the hospital and a third party for the provision of services covered in these groups. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive contract.				
Fiber-optic Bronchoscopy				

SPECIAL PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
Gastroenterology				
Anoscopy				
Endoscopic Retrograde Cholangiopancreatography (ERCP) - Diagnostic and Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal and Stricture Dilation	*Initial & Reappointment 10 Pediatric ERCP experience*			
Endoscopic Retrograde Cholangiopancreatography (ERCP) - Diagnostic and Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal and Stricture Dilation (>11 yrs) FOR ADULT TRAINED GASTROENTEROLOGISTS ONLY	*Initial & Reappointment 10 Pediatric ERCP experience*			
Esophageal Dilation				
Esophageal Manometry				
Esophageal Variceal Scieral Therapy				
Flexible Endoscopic Foreign Body Extraction				
Intraesophageal PH Probe Monitoring				
Percutaneous Endoscopic Gastric Gastrostomy Placement (PEG)				
Rectal Manometry				
Genetics				
Clinical Biochemical Genetics	*Proof of Board Certification at Initial Application*			
Clinical Cytogenetics	*Proof of Board Certification at Initial Application*			
Clinical Genetics	*Proof of Board Certification at Initial Application*			
Clinical Molecular Genetics	*Proof of Board Certification at Initial Application*			
Skin Biopsy				
Hematology/Oncology				
Management of Total Parenteral Nutrition (TPN)				
Neonatology: (Employed by Hospital) Please note: Exclusive Employment exists between the hospital and the physician's for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital.				
Umbilical Artery Cut Down				
Extracorporeal Membrane Oxygenation (ECMO)				
Nephrology				
CAVH				
CAVH-D				
Neurology				
Electromyography				
Neurodevelopmental Disabilities	*Proof of Board Certification at Initial Application*			
Pulmonology				
Flexible Bronchoscopy with/without Biopsy, Brushing Lavage				
Lung Biopsy (Percutaneous)				
Pleural Biopsy, Closed				
Pleuroscopy				
Rheumatology				
Arthroscopy				

ACKNOWLEDGMENT 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 Pediatrics, and I understand that

a. The use of consultants in appropriate situations is strongly recommended.
b. 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.
c. All members of the Medical Staff are authorized to perform emergency surgical and medical procedures at the hospital within the scope of their training. 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 PEDIATRIC **CORE** and **SPECIAL** PRIVILEGES.

APPLICANT SIGNATURE DATE

****MEDICAL STAFF USE ONLY****

I have reviewed the requested clinical privileges and privilege criteria (cases, education, etc.) for the above named applicant and recommend action on the privileges noted above.

CHIEF, DEPARTMENT OF PEDIATRICS DATE

Revised by Department: 03/03; 10/05; 10/06; 02/09; 08/09; 02/12; 10/12; 12/12; 2/13, 08/2014; 10/14; 09/24/2015; 12/15/2016; 01/26/2017; 02/28/2019; 04/2021
Approved by MEC: 03/09; 08/09; 02/12; 03/12; 11/12; 12/12; 3/13; 09/14; 11/25/2014; 10/27/2015; 01/26/2016; 12/27/2016; 02/28/2017; 03/21/2019; 05/25/2021
Approved BOT: 10/19/99; 05/20/03; 12/20/05; 11/21/06; 4/21/09; 09/15/09; 04/12; 12/12; 01/13; 4/13; 10/14; 12/16/2014; 11/17/2015; 03/15/2016; 01/17/2017; 03/21/2017; 04/16/2019; 05/26/2021

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Policies and Procedures**	**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 December 1, 2021; and take action as deemed appropriate. (*For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
February 23, 2022

Agenda Item #

5

December 1, 2021 Hospital Policy / Procedure Committee

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

Total of 48 Approved: 7 Retired

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Alternative Feeding Methods for Breastfed Infant	Revised	Approved as Submitted	Modified with the addition of the Lippincott hyperlink and updated to current template.
Infant Massage	Revised	Approved as Submitted	Modified with Lippincott hyperlink, updated references and updated to current template.
NICU Oral Care with Expressed Human Milk/Colostrum	Revised	Approved as Submitted	Verbiage change from FBBC to Perinatal, scope to include both Perinatal/NICU, removal of sterile water & updated references/template.
Naso-Jejunal Feedings	Revised	Approved as Submitted	Modified procedure removing a small amount of gastric fluid to verify placement, Aspirations verified by x-ray, Lippincott hyperlink and updated to current template.
PER – Family Presence in the Pediatric Emergency Dept	Revised	Approved as Submitted	Modified to have 2 at bedside, updated template format.
Rehab – Staffing and Productivity - Guideline	Revised	Approved as Submitted	Modified that assessment are performed within 28 hours versus 24 hours & updated template.
	Revised		Modified to align with NV statute/PT Practice

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Physical Therapy Assistant & Provisional Licensee Supervision		Approved as Submitted	Act and updated to current template.
Physical Therapy Scope & Standard of Practice	Revised	Approved as Submitted	Modified language pertaining to patient care, added that PT assist with clinical training of graduate/undergraduate students, orders are received via EMR, updated treatment interventions which PT will evaluate patient within 28 hrs. In most cases, billing documentation is to be completed within 4 hours of the intervention and updated to current template.
Methadone & Buprenorphine Ordering and Administration	New	Approved as Submitted	New policy defining when the administration of methadone and buprenorphine is allowed for the treatment or maintenance of opioid dependence when a patient is admitted to the hospital adjunct to the medical or surgical treatment of conditions other than addiction.
Marijuana Use on UMC Campus	Revised	Approved as Submitted	Modified name from Medical Marijuana Use to Marijuana Use on Campus, purpose aligned with federal/state and updated to current template.

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Conversion of Enteral Meds to Appropriate Dosage Form & Route - Protocol	Revised	Approved as Submitted	Protocol now encompasses changing from oral to feeding tube and feeding tube to oral. Removed table of formulary agents that should not be crushed since this is constantly in flux with agents being added and deleted from formulary regularly & updated to current template.
Respiratory - Scheduling of Treatments	Revised	Approved with Changes	Modified by removing all times from #4. The time the last treatment was given will be reported to the oncoming shift.
OIG LEIE Exclusion Screening	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
UMC Hosted Educational Events	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Vendor Relations & Conflicts of Interest	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Compliance Program - Code of Conduct	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
IV Room Air/Surface Testing & Remediation Procedures	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Rehab - Supervision of Rehab Techs	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Physical TX Code of Conduct	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Rehab - In-service	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Rehab - Pt & Family Instructions	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Personnel Managing the Ventilator	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Billing	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Communication	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Documentation and Billing for Donor Network	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - High Frequency Oscillatory Ventilation	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Humidifiers & Nebulizers	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Surfactant Replacement	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Respiratory - NICU/PICU - SVN & Oxygen Criteria for PED Floor Pt	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory- NICU/PICU - Sippar	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - RAM Cannula	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Oxygen Management for the Prevention of ROP	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PIC - Nasal Bubble CPAP	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Infant T-Piece Resuscitator Devices	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Estuations	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Chest Physiotherapy	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - NICU/PICU - Bio-Medical MVP-10 Neonatal/Transport Ventilator	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.

POLICY NAME	REVISION/ NEW/RETIRED	HPP COMMITTEE DECISION	SUMMARY
Respiratory - The Use & Mgmt of Oxygen	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Sr. Respiratory Therapist Responsibilities	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Securing and Care of the Endotracheal Tube	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Scope of Care and Hours of Operation	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Scheduling Diagnostic Appointments	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Priority of Care	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Physician Orders for Respiratory Services	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Non-Invasive Ventilation	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Medical Director Responsibilities & Qualifications	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.
Respiratory - Cardiopulmonary Stress Testing	Revised	Approved by Consent	Review of policy with no changes to content, only updated to current template format.

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

Issue: **Audit Report of Fiscal Year Ending June 30, 2021**	**Back-up:**
Petitioner: **Mason Van Houweling, Chief Executive Officer**	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Basic Financial Statements and Single Audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

BDO USA, LLP, Certified Public Accountants conducted the audit for the Fiscal Year Ending June 30, 2021. The basic financial statements present fairly, in all material respects, the financial position of the Hospital as of June 30, 2021, and the results of its operations and its cash flows for the years then ended, in conformity with the Generally Accepted Accounting Principles in the United States. All recommendations from the auditor will be addressed.

Cleared for Agenda
February 23, 2022

Agenda Item #
6

UNIVERSITY MEDICAL CENTER

BASIC FINANCIAL STATEMENTS

AND

SINGLE AUDIT INFORMATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

(A COMPONENT UNIT OF CLARK COUNTY, NEVADA)

YEARS ENDED JUNE 30, 2021 AND 2020

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

CONTENTS

Tel: 702-784-0000
Fax: 702-784-0161
www.bdo.com

6671 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119

Independent Auditor's Report

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

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the University Medical Center of Southern Nevada ("UMC"), a component unit of Clark County, Nevada, as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise UMC basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective net position of UMC, as of June 30, 2021, and 2020, and the respective changes in net position (deficit) and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about UMC's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always

detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and schedules of UMC's proportionate share of the net pension liability and contribution, schedules of changes in the total OPEB liability and related ratios on pages 3 through 14 and 67 through 70 be presented to supplement the basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 8, 2021 on our consideration of UMC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of UMC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering UMC's internal control over financial reporting and compliance.

BDO USA, LLP

Las Vegas, Nevada
December 8, 2021, except for our report on schedule of expenditures of federal awards for which the date is January 31, 2022.

Management's Discussion and Analysis

This section of the annual financial report of the University Medical Center of Southern Nevada (the Hospital) presents background information and our analysis of the Hospital's financial performance during the fiscal years ended June 30, 2021, and 2020, which management believes is relevant for an understanding of our financial condition and results of operations. This discussion should be read in conjunction with the basic financial statements and the related notes included in this report. This discussion and analysis is designed to focus on current activities, resulting change, and currently known facts. The financial statements, notes thereto, and this discussion and analysis are the responsibility of the Hospital's management.

Overview of the Financial Statements

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

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

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

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

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

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

The Hospital is the public health care facility for Clark County, Nevada (the County). The Board of County Commissioners is, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member Board of Commissioners is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected 9 individuals from the community to serve on the board. The UMC Governing Board provides oversight of the hospital and reports back to the Board of Hospital Trustees.

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

Financial and Operating Highlights for Fiscal 2021

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) increased by 11.9% from prior year levels.
  - Hospital patient days increased by 12.6% from the prior year.
  - Outpatient visits decreased by 8.9% from the prior year.

- The Hospital experienced loss from operations of $2.0 million, but total net position increased by $61.6 million.
  - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues increased $17.4 million from the prior year to $96.2 million.
  - Total operating revenues increased by 34.3% to $806.5 million.
  - Operating expenses including other postemployment benefits (OPEB) and provision for NPL (GASB 68) increased by 10.8% to $808.6 million as compared to the prior year.

- Total employee full-time equivalents (FTEs) decreased by 46, or 1.3%, from fiscal 2020.

- The Hospital invested $23.9 million in the following capital acquisitions:
  - Philips Patient Monitoring Equipment
  - Azurion 7 M12 and M20 Image Guided Therapy Systems
  - Nuclear Medicine Cameras
  - AVEA Ventilators
  - EPIC Software
  - Honeywell EBI Building Controls

Financial and Operating Highlights for Fiscal 2020

- Overall activity at the Hospital as measured by patient days adjusted for outpatient services (adjusted patient days) decreased by 6.2% from prior year levels.
  - Hospital patient days decreased by 12.3% from the prior year.
  - Outpatient visits decreased 5.1% from the prior year.

- The Hospital experienced loss from operations of $129.0 million, and total net position (deficit) decreased by $47.3 million.
  - The Upper Payment Limit (UPL) and Indigent Accident Fund (IAF) revenues decreased $23.0 million from the prior year to $78.8 million.
  - Total operating revenues decreased by 13.0% to $600.5 million.
  - Operating expenses including other postemployment benefits (OPEB) and provision for NPL (GASB 68) increased by 4.7% to $729.5 million as compared to the prior year.

- Total employee full-time equivalents (FTEs) decreased by 213, or 5.8%, from fiscal 2019.

- The Hospital invested $19.7 million in the following capital acquisitions:
  - Da Vinci Robot
  - AVEA Ventilators
  - Covid-19 Testing Equipment
  - Honeywell Access Control System Upgrade
  - Exterior Façade & Campus upgrade
  - EPIC Software

Financial Analysis of the Hospital for June 30, 2021 and 2020

In fiscal 2021, net position increased $61.6 million to a deficit of $303.4 million, from a deficit of $365.0 million in fiscal 2020, primarily due to increased patient revenue resulting from increased patient days, increased other operating revenue, contributions from the County, non-operating revenue from Provider Relief Fund, which was partially offset by a surge in supplies expense due to high demand in pharmaceuticals and reagents. In fiscal 2020, net position decreased $47.3 to a deficit of $365.0 million, from a deficit of $317.7 million in fiscal 2019. A summary of the Hospital's Statements of Net Position (Deficit) as of June 30, 2021, 2020 and 2019 is presented in Table 1 below:

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

	June 30		
	2021	2020	2019
Current assets	$ 409,209	$ 338,892	$ 302,165
Restricted and other assets	110,492	117,737	109,115
Capital assets	203,692	203,909	206,723
Total assets	$ 723,393	$ 660,538	$ 618,003
Deferred outflows of resources	$ 128,335	$ 125,084	$ 116,059
Current liabilities	$ 149,511	$ 136,239	$ 115,348
Long-term debt outstanding (a)	12,935	19,105	25,090
Other liabilities (b)	812,761	807,235	720,935
Total liabilities	$ 975,207	$ 962,579	$ 861,373
Deferred inflows of resources	$ 179,895	$ 188,053	$ 190,362
Net investment in capital assets	271,080	271,383	248,136
Restricted	2,968	5,291	9,239
Unrestricted (deficit)	(577,423)	(641,685)	(575,047)
Total net position (deficit)	(303,375)	(365,011)	(317,672)
Total liabilities, deferred inflows and net position (deficit)	$ 851,727	$ 785,621	$ 734,063

(a) Long-term debt excludes current portions of $6,170, $5,985, and $6,226, respectively, included in current liabilities.
(b) Other liabilities include the long-term portion of accrued benefits, self-insured libilities, intergovernmental and net pension liabilities.

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

The following table presents a summary of the Hospital's revenues and expenses for the years ended June 30, 2021, 2020, and 2019.

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

	June 30		
	2021	2020	2019
Net patient revenues	$ 741,065	$ 559,356	$ 669,986
Other operating revenues	65,481	41,114	20,354
Total operating revenues	806,546	600,470	690,340
Operating expenses	784,276	706,816	668,359
Depreciation and amortization	24,317	22,662	28,596
	808,593	729,478	696,955
Operating income/(loss)	(2,047)	(129,008)	(6,615)
Nonoperating revenues, net	32,684	41,669	11,626
Capital contributions received	-	-	-
Transfers In	31,000	40,000	26,640
Change in net position (deficit)	61,637	(47,339)	31,651
Total net position (deficit), beginning of year	(365,011)	(317,672)	(349,323)
Total net position (deficit), end of year	$ (303,374)	$ (365,011)	$ (317,672)

During fiscal 2021, 2020 and 2019, the Hospital derived approximately 96.0%, 93.4%, and 98.2% respectively, of its total revenues from operating revenues. Operating revenues include, among other items, revenues from the Medicare and Medicaid programs, the Clark County Social Services program, patients or their third-party carriers that pay for their care in the Hospital's facilities, and grant revenues.

Table 3 presents the relative percentages of gross charges billed for patient services by payer for the years ended June 30, 2021, 2020 and 2019.

Table 3
Payer Mix by Percentage

	June 30		
	2021	2020	2019
Medicare	28 %	28 %	27 %
Medicaid, and self-pay	43	44	44
Commercial, HMO, PPO	24	23	23
Other	5	5	6
Total patient revenue	100 %	100 %	100 %

During fiscal 2021, 2020 and 2019, the Hospital derived -0.2%, 1.6% and 1.2%, respectively, of its total revenues from interest income on its capital acquisition, debt service and malpractice funds. The Hospital's cash is deposited with the County Treasurer and funds in the custody of the County Treasurer are invested as a pool. Other non-operating revenues in fiscal 2021 and 2020 include $31 million and $40 million, respectively, in contributions from the County used primarily to defray operating, capital and debt service costs.

Fiscal 2021 Activity

In fiscal 2021, overall activity at the Hospital as measured by patient days adjusted for outpatient services increased by 11.9% to 196,435 compared to 175,548 in fiscal 2020. This increase was due primarily to a 12.6% increase in patient days which was offset by decreased outpatient visits.

In fiscal 2021, the Hospital had patient days and discharges of 127,632 and 19,674, respectively. This was an increase of 12.6% and a decrease of 4.5%, respectively, as compared to fiscal 2020. The decrease in discharges was due to a decrease in patient admissions from 20,588 to 19,761. Outpatient and emergency visits were 372,155 or 8.9% below 2020 levels of 408,343. The decrease in outpatient volume occurred primarily due to a decrease in Primary Care and Quick Care registrations of 10.2%, and emergency registrations of 9.2%.

In fiscal 2021, net patient revenue increased compared to fiscal 2020 by $181.7 million due primarily to increased patient days.

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of $108.4 million were foregone during fiscal 2021, a 6.2% increase from fiscal 2020. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2021, total operating expenses including OPEB increased by $79.1 million, or 10.8%. The increase in operating expenses was mainly supplies increase and purchase services increase, offset by increased efficiencies and expense management.

In fiscal 2021, employee compensation and benefits including OPEB increased $9.5 million, or 2.2%, primarily due to increase in contract labor to cover nursing shifts, increase in nursing incentive pay related to COVID-19 outbreak, and increase in overtime pay, offset by decrease in the number of paid FTEs, and decrease in pension provision. The number of paid FTEs decreased by 1.3% from 3,470 in fiscal 2020 to 3,424 in fiscal 2021. There was no cost of living increase in fiscal 2021.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients decreased $0.3 million, or 0.6%, in fiscal 2021. This decrease is due primarily to a decrease in UNLV resident program.

In fiscal 2021, the cost of supplies increased by $53.3 million, or 41.4%, primarily due to pharmaceuticals increases and reagents increases.

Purchased services expense increased by $12.5 million or 17.5% in fiscal 2021 primarily due to increase in provision for complimentary credit monitoring service, patient service desk activation service, COVID-19 testing service, and UNLV resident salaries and academic mission support.

Non-operating revenue (expense) consists of interest income, revenue from Provider Relief Fund, and non-operating expenses such as interest expense.

The County contributed a total of $31 million to the Hospital in fiscal 2021 for additional capital equipment and hospital operation.

Net position increased $61.6 million to a deficit of $303.4 million in fiscal 2021 primarily due to the revenue from Provider Relief Fund, contributions from the County, offset by the operating loss.

Fiscal 2020 Activity

In fiscal 2020, overall activity at the Hospital as measured by patient days adjusted for outpatient services decreased by 6.2% to 175,548 compared to 187,155 in fiscal 2019. This decrease was due primarily to better throughput and management of length of stay, and decrease in outpatient visits due to the temporary hold on elective surgeries and patient avoidance because of COVID-19.

In fiscal 2020, the Hospital had patient days and discharges of 113,343 and 20,598, respectively. This is a decrease of 12.3% and 14.8%, respectively, as compared to fiscal 2019. The decrease in discharges is due to a decrease in patient admissions from 24,228 to 20,588. Outpatient and

emergency visits were 408,343 or 5.1% below 2019 levels of 430,464. The decrease in outpatient volume occurred primarily due to a decrease in Primary Care and Quick Care registrations of 6.0%, and emergency registrations of 3.3%.

In fiscal 2020, net patient revenue decreased compared to fiscal 2019 by $110.6 million due primarily to declined patient days and visits, being offset by price increases.

Excluded from net patient revenue are charges foregone for uncompensated and charity care patient services. Based on established rates, gross charges of $102.1 million were foregone during fiscal 2020, a 32.7% decrease from fiscal 2019. The Hospital's level of uncompensated and charity care continues to reflect the Hospital's status as a safety net facility in the County.

In fiscal 2020, total operating expenses including OPEB increased by $32.5 million, or 4.7%. The increase in operating expenses was mainly supplies increase offset by increased efficiencies and expense management.

In fiscal 2020, employee compensation and benefits including OPEB increased $15.4 million, or 3.7%, primarily due to increase in pension provision, cost of living adjustment, and newly added sick time expense, offset by a decrease in the number of paid FTEs relating to the decreased hospital volume, a decrease in overtime, and a decrease in OPEB provision. The number of paid FTEs decreased by 5.8% from 3,683 in fiscal 2019 to 3,470 in fiscal 2020. There was a 2.5% cost of living increase in fiscal 2020.

Professional fees for contracted physician services to provide coverage for emergency services, trauma services, and for indigent patients decreased $0.7 million, or 1.5%, in fiscal 2020. This decrease is due primarily to a decrease in UNLV resident program.

In fiscal 2020, the cost of supplies increased by $23.6 million, or 22.4%, primarily due to pharmaceuticals increases and reagents increases.

Purchased services expense increased by $1.1 million or 1.6% in fiscal 2020 primarily due to an increase in UNLV resident salaries and academic mission support.

Non-operating revenue (expense) consists of rental income, interest income, revenue from Provider Relief Fund, and non-operating expenses such as interest expense.

The County contributed a total of $40 million to the Hospital in fiscal 2020 for additional capital equipment and hospital operation.

Net position decreased $47.3 million to a deficit of $365.0 million in fiscal 2020 primarily due to the operating loss, offset by contributions from the County and interest income from pooled investment.

Capital Assets

During fiscal 2021 and 2020, the Hospital invested $23.9 million and $19.7 million, respectively, in a broad range of capital assets. Gross capital assets increased in fiscal 2021 due to an increase in purchase of Philips Patient Monitoring Equipment, Azurion 7 M12 and M20 Image Guided Therapy Systems, Nuclear Medicine Cameras, AVEA Ventilators, EPIC Software, Honeywell EBI Building Controls. Gross capital assets increased in fiscal 2020 due to an increase in purchase of Da Vinci Robot, AVEA Ventilators, COVID-19 Testing Equipment, Honeywell Access Control System upgrade, Exterior façade & campus upgrade, and EPIC software.

The Hospital's fiscal 2022 capital budget includes up to $31 million for capital projects, consisting of critical patient-related equipment replacement items, facility remodeling & repairs, IT software and infrastructure upgrades, operational equipment, and service line enhancements.

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

Long-Term Debt

At June 30, 2021 and 2020, the Hospital had $12.9 million and $19.1 million, respectively, in long-term debt, excluding the current portion thereof. This represented a decrease of $6.2 million and $6.0 million, respectively, from the outstanding balances at June 30, 2020, and June 30, 2019. Total outstanding debt represents 2.0% and 2.7% of the Hospital's total liabilities as of June 30, 2021 and 2020, respectively.

Economic Factors

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The COVID-19 outbreak adversely impacted the Hospital's fiscal year 2021 patient volume, particularly at the Quick Care locations which experienced slower volume recovery in fiscal year 2021 than the Hospital and Primary Care service areas. Further, the COVID-19 outbreak has impacted the Hospital's operations by causing staffing and supply shortages in fiscal year 2021. As a result of the supply chain interruptions and increased demand for certain supplies caused by COVID-19, the Hospital has incurred excessive costs in fiscal year 2021 in sourcing supplies, pharmaceuticals and nursing labor to effectively treat patients for COVID-19 and other diagnoses.

On March 27, 2020, former President Trump signed into law the Coronavirus Aid, Relief, and Economic Security ("CARES") Act" in response to the COVID-19 pandemic. The CARES Act, among other things, includes emergency funding – referred to as the "Provider Relief Fund" - in the form of higher payments for hospitals that respond to COVID-19 by using existing mechanisms to distribute $100 billion to hospitals and healthcare providers.

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

The Hospital received $34.7 million through various distributions from the Provider Relief Fund in fiscal year 2021 and recorded the funds as non-operating revenue.

The most recent unemployment statistics, as of July 2021, indicated that the unemployment rate for the Las Vegas, Nevada metropolitan area was 9.5%, which was a 9.2% decrease from a year ago. The unemployment rate for the State of Nevada and the United States was 8.2% and 5.7%, respectively.

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

All of these factors affected the fiscal year 2021 operating and financial performance. The focus of management in the near term is to develop a multi-year plan that will emphasize revenue generation, cost control, fiscal discipline, capital requirements, and financing in support of net asset stability and a focus on the core services provided to patients.

Contacting the Hospital's Financial Management

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

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

Statements of Net Position (Deficit)

	June 30 2021	2020
Assets		
Current assets:		
Cash and cash equivalents	**$ 105,438,045**	$ 145,606,781
Assets limited as to use, current portion	**4,969,729**	2,520,819
Patient receivables, net of allowance for uncollectible accounts of $117,230,581 in 2021 and $116,761,520 in 2020	**260,365,244**	140,389,025
Other receivables, net	**12,274,436**	25,152,345
Inventories	**20,959,306**	14,983,261
Prepaid expenses and other	**5,202,062**	10,240,078
Total current assets	**409,208,822**	338,892,309
Assets limited as to use, net of current portion:		
Contributor or grantor restricted:		
Cash and cash equivalents	**6,093,622**	5,711,222
Grants receivable	**441,539**	277,522
Internally designated cash and cash equivalents	**108,841,020**	114,183,802
	115,376,181	120,172,546
Less amount required to meet current obligations	**(4,969,729)**	(2,520,819)
Total assets limited as to use, net of current portion	**110,406,452**	117,651,727
Other assets:		
Land	**10,204,997**	10,204,997
Depreciable property and equipment, net	**172,607,898**	175,083,411
Construction in progress	**20,879,339**	18,620,955
Deposits	**85,156**	85,156
Total assets	**$ 723,392,664**	$ 660,538,555
Deferred outflows of resources		
Unamortized loss on refunding	**$ 112,302**	$ 164,134
Related to pensions	**89,386,108**	109,629,359
Related to OPEB (postemployment benefits other than pensions)	**38,836,578**	15,290,042
Total deferred outflows of resources	**$ 128,334,988**	$ 125,083,535

(Continued)

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

Statements of Net Position (Deficit) (continued)

	June 30	
	2021	**2020**
Liabilities and net position (deficit)		
Current liabilities:		
Accounts payable	**$ 72,927,313**	$ 62,276,198
Accrued compensation and benefits	**53,874,329**	53,386,315
Other accrued expenses	**1,697,230**	1,547,756
Current portion of long-term debt	**6,170,000**	5,985,000
Due to related party	**6,510,397**	4,877,199
Current portion of self-insurance liability	**8,331,273**	8,167,498
Total current liabilities	**149,510,542**	136,239,966
OPEB liability	**204,284,483**	173,486,144
Long-term debt, net of current portion	**12,935,000**	19,105,000
Self-insurance liability, net of current portion	**10,711,663**	10,019,518
Intergovernmental liability	**87,481,348**	102,192,749
Net pension liability	**510,283,540**	521,536,183
Total liabilities	**975,206,576**	962,579,560
Deferred inflows of resources		
Related to pensions	**45,690,742**	45,037,430
Related to OPEB	**134,204,405**	143,015,657
Total deferred inflows of resources	**179,895,147**	188,053,087
Net position (deficit):		
Net investment in capital assets	**271,080,387**	271,383,542
Restricted:		
Hospital and administrative programs	**1,127,012**	3,508,180
Donations, various programs	**-**	28,993
Research programs	**529,257**	450,521
Educational programs	**1,311,956**	1,303,207
	2,968,225	5,290,901
Unrestricted (deficit)	**(577,422,683)**	(641,685,000)
Total net position (deficit)	**$ (303,374,071)**	$ (365,010,557)

See accompanying notes.

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

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

	Years Ended June 30	
	2021	**2020**
Operating revenues:		
Net patient revenues (net of provisions for bad debts of $49,199,665 and $61,167,854 in 2021 and 2020, respectively)	**$ 741,065,130**	$ 559,355,992
Other operating revenues	**65,480,535**	41,113,947
Total operating revenues	**806,545,665**	600,469,939
Operating expenses:		
Nursing and other professional services	**545,579,381**	479,762,765
Administrative and fiscal services	**126,892,529**	135,772,713
General services	**99,444,450**	70,395,595
Depreciation and amortization	**24,317,456**	22,661,969
Total operating expenses	**796,233,816**	708,593,042
Income (loss) from operations before provision for OPEB and net pension liabilities	**10,311,849**	(108,123,103)
Provision for OPEB	**2,715,469**	187,244
Provision for net pension liabilities	**9,643,920**	20,697,692
Loss from operations	**(2,047,540)**	(129,008,039)
Nonoperating revenues (expenses):		
Interest income	**(1,295,236)**	10,261,725
Rental income	**-**	-
Interest expense	**(675,009)**	(997,274)
Other nonoperating revenues	**34,654,271**	32,405,323
Total nonoperating revenues (expenses), net	**32,684,026**	41,669,774
Income (loss) before transfers	**30,636,486**	(87,338,265)
Transfers in	**31,000,000**	40,000,000
Change in net position (deficit)	**61,636,486**	(47,338,265)
Net position (deficit), beginning of year	**(365,010,557)**	(317,672,292)
Net position (deficit), end of year	**$(303,374,071)**	$ (365,010,557)

See accompanying notes.

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

Statements of Cash Flows

	Years Ended June 30	
	2021	**2020**
Cash flows from operating activities		
Cash received from patients and third-party payers	**$ 604,991,426**	$ 613,288,771
Cash payments to suppliers for goods and services	**(340,783,224)**	(279,324,105)
Cash payments to employees for services and benefits	**(418,724,428)**	(413,090,695)
Other operating receipts	**65,316,518**	41,111,447
Net cash used in operating activities	**(89,199,708)**	(38,014,582)
Cash flows from noncapital financing activities		
Contributions and transfers in from Clark County	**40,000,000**	62,000,000
Contributions, donations and other	**34,654,271**	32,405,323
Net cash provided by noncapital financing activities	**74,654,271**	94,405,323
Cash flows from capital and related financing activities		
Purchase of property and equipment, net	**(22,618,422)**	(18,073,512)
Principal paid on long-term debt	**(5,985,000)**	(6,226,000)
Interest paid on long-term debt	**(685,023)**	(906,270)
Net cash used in capital and related financing activities	**(29,288,445)**	(25,205,782)
Cash flows from investing activities		
Interest received	**(1,295,236)**	10,261,725
(Decrease) Increase in cash and cash equivalents	**(45,129,118)**	41,446,684
Cash and cash equivalents, beginning of year	**265,501,805**	224,055,121
Cash and cash equivalents, end of year	**$ 220,372,687**	$ 265,501,805
Unrestricted cash and cash equivalents	**$ 105,438,045**	$ 145,606,781
Contributor or grantor restricted cash and cash equivalents	**6,093,622**	5,711,222
Internally designated cash and cash equivalents	**108,841,020**	114,183,802
Total cash and cash equivalents	**$ 220,372,687**	$ 265,501,805

(Continued)

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

Statements of Cash Flows (continued)

	Years Ended June 30	
	2021	**2020**
Reconciliation of loss from operations to net cash used in operating activities		
Loss from operations	**$ (2,047,540)**	$(129,008,040)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation and amortization	**24,317,456**	22,661,969
Provision for uncollectible accounts	**49,299,665**	61,167,854
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Patient receivables	**(169,275,884)**	(66,842,893)
Inventories	**(5,976,045)**	(2,506,962)
Prepaid expenses and other current assets	**8,751,910**	(17,720,314)
Deferred outflows of resources	**(3,303,284)**	(9,157,739)
Increase (decrease) in:		
Accounts payable and accrued expenses	**25,955,479**	92,812,706
Self-insured liability	**855,920**	2,790,461
Due to related party	**1,633,198**	1,512,306
Deferred inflows of resources	**(19,410,583)**	6,276,070
Net cash used in operating activities	**$ (89,199,708)**	$ (38,014,582)

See accompanying notes.

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Revenues and Expenses, Budget to Actual Comparisons
For the fiscal year ended June 30, 2021
(With comparative actual for the fiscal year ended June 30, 2020)

	2021				2020
	Original Budget	**Final Budget**	**Actual**	**Variance**	**Actual**
Operating revenues:					
Intergovernmental revenues:					
Grants	$ 1,827,899	$ 1,827,899	$ 6,382,742	$ 4,554,843	$ 2,360,693
Charges for services:					
Total patient revenue	661,013,686	454,979,092	741,065,130	286,086,038	559,355,992
Other operating revenues	24,239,665	24,239,664	59,097,793	34,858,129	38,753,254
Total operating revenues	**687,081,250**	**481,046,655**	**806,545,665**	**325,499,010**	**600,469,939**
Operating expenses:					
Salaries & wages	298,364,229	299,365,401	290,381,150	8,984,251	281,740,820
Employee benefits	140,628,259	141,026,263	124,556,374	16,469,889	130,992,848
Services & Supplies	101,644,457	104,793,109	181,867,274	(77,074,165)	128,609,060
Professional fees	42,605,098	42,714,598	43,113,601	(399,003)	43,367,864
Purchased Services	74,774,984	75,667,389	102,418,677	(26,751,288)	74,110,062
Other	19,142,035	19,425,377	20,891,054	(1,465,677)	19,137,715
Rent	8,068,890	8,068,889	8,688,230	(619,341)	7,972,704
Depreciation/amortization	25,693,104	25,693,104	24,317,456	1,375,648	22,661,969
Total operating expenses	**710,921,056**	**716,754,130**	**796,233,816**	**(79,479,686)**	**708,593,042**
Nonoperating revenues (expenses):					
Interest earnings	4,774,309	4,774,309	(1,295,236)	6,069,545	10,261,725
Interest expense	(736,856)	(684,503)	(675,009)	(9,494)	(997,274)
Provision for OPEB & net pension liabilities	(12,896,285)	(12,896,285)	(12,359,389)	(536,896)	(20,884,936)
Other nonoperating revenue	-	-	34,654,271	(34,654,271)	32,405,323
Total nonoperating revenues (expenses), net	**(8,858,833)**	**(8,806,479)**	**20,324,637**	**(29,131,116)**	**20,784,838**
Income (Loss) before transfers	**(32,698,638)**	**(244,513,954)**	**30,636,486**	**275,150,440**	**(87,338,265)**
Transfers In	**15,000,000**	**31,000,000**	**31,000,000**	**-**	**40,000,000**
Change in Net Position (Deficit)	**$ (17,698,638)**	**$ (213,513,954)**	**$ 61,636,486**	**$ 275,150,440**	**$ (47,338,265)**

University Medical Center of Southern Nevada
A Component Unit of Clark County, Nevada
Statements of Cash Flows Budget to Actual Comparisons
For the fiscal year ended June 30, 2021
(With comparative actual for the fiscal year ended June 30, 2020)

	2021				2020
	Original Budget	**Final Budget**	**Actual**	**Variance**	**Actual**
Cash flows from operating activities:					
Cash received from patients and third-party payers	$ 661,013,686	$ 485,248,783	$ 604,991,426	$ 119,742,643	$ 613,288,771
Cash paid to employees & benefits	(438,992,488)	(440,391,664)	(418,724,428)	21,667,236	(413,090,695)
Cash paid to suppliers for goods and services	(246,235,462)	(250,669,362)	(340,783,224)	(90,113,862)	(279,324,105)
Other operating receipts	26,067,564	26,067,564	65,316,518	39,248,954	41,111,447
Net cash provided by operating activities	**1,853,300**	**(179,744,680)**	**(89,199,708)**	**90,544,972**	**(38,014,582)**
Cash flows from noncapital financing activities:					
Contributions and transfers in from Clark County	15,000,000	31,000,000	40,000,000	9,000,000	62,000,000
Contributions, donations and other	-	-	34,654,271	34,654,271	32,405,323
Net cash provided by noncapital financing activities	**15,000,000**	**31,000,000**	**74,654,271**	**43,654,271**	**94,405,323**
Cash flows from capital and related financing activities:					
Purchase of property and equipment, net	(31,000,000)	(31,000,000)	(22,618,422)	8,381,578	(18,073,512)
Principal paid on long-term debt	(5,985,000)	(5,985,000)	(5,985,000)	-	(6,226,000)
Interest paid on long-term debt	(685,023)	(685,023)	(685,023)	-	(906,270)
Net cash used in capital and related financing activities	**(37,670,023)**	**(37,670,023)**	**(29,288,445)**	**8,381,578**	**(25,205,782)**
Cash flows from investing activities					
Interest received	4,774,309	4,774,309	(1,295,236)	(6,069,545)	10,261,725
Net (decrease) increase in cash and cash equivalents	**(16,042,414)**	**(181,640,394)**	**(45,129,118)**	**136,511,276**	**41,446,684**
Cash and cash equivalents:					
Beginning of year	**220,677,488**	**215,371,588**	**265,501,805**	**50,130,217**	**224,055,121**
End of year	**$ 204,635,074**	**$ 33,731,194**	**$ 220,372,687**	**$ 186,641,493**	**$ 265,501,805**

Overview of the Financial Statements

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

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

Reporting Entity

University Medical Center of Southern Nevada (the Hospital), the public health care facility for Clark County, Nevada (the County), is a blended component unit of the County, and is reflected as an enterprise fund of the County. The Hospital is organized and operated by The Board of County Commissioners, ex officio, the Board of Hospital Trustees, per Chapter 450 of the Nevada Revised Statutes. The seven-member commission is elected from geographic districts on a partisan basis for staggered four-year terms. Commissioners elect a chairperson who serves as the Commission's presiding officer. In 2014 the Commissioners created the UMC Governing Board and selected 9 individuals from the community to serve on the board. The UMC Governing Board provides oversight of the Hospital and reports back to the Board of Hospital Trustees. As the Hospital is a component unit of the County, it is exempt from income tax and, accordingly, no provision for income taxes is required.

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

COVID-19 Outbreak

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

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

The COVID-19 outbreak had a significant impact on the Hospital's patient volumes, particularly between March 2020 and May 2020, with improvement beginning in June 2020. In fiscal year 2021, the Hospital experienced a general recovery to just below pre-COVID patient volumes, with the exception of the Quick Care service area. The Hospital's Quick Care patient volume in fiscal year 2021 remained (19.20%) below fiscal year 2019 (pre-COVID-19) volumes. The decreases in the Hospital's patient volumes were primarily attributed to changes in consumer behaviors (patient avoidance) as a result of COVID-19.

The Hospital's operations are heavily dependent on State and Federal funding, which may decrease as a result of COVID-19. Additionally, access to grants from Federal, State and local governments may decrease or may not be available depending on future appropriations. The COVID-19 outbreak may have a continued material adverse impact on economic and market conditions, triggering a period of national, regional, or statewide economic slowdown. This situation has not depressed State or Federal funding during fiscal year 2021, but these funding sources may depress in the future.

CARES Act and Enhancement Act Funds

On March 27, 2020, former President Trump signed into law the Coronavirus Aid, Relief, and Economic Security ("CARES") Act" in response to the COVID-19 pandemic. The CARES Act, among other things, includes emergency funding – referred to as the "Provider Relief Fund" - in the form of higher payments for hospitals that respond to COVID-19 by using existing mechanisms to distribute $100 billion to hospitals and healthcare providers.

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

Together, the CARES Act and the Enhancement Act include $175 billion in funding to be distributed to eligible providers through the Public Health and Social Services Emergency Fund (the "Provider Relief Fund" or "PRF"). HHS has allocated Provider Relief Fund among eligible health care providers through three completed phases of general distributions and a number of targeted distributions beginning in April 2020. In September 2021, HHS announced an additional $17 billion general distribution from the Provider Relief Fund that considers financial losses and changes in operating revenues and expenses, including expenses attributable to COVID-19, and payments already received through PRF distributions. The amount the Hospital may receive from this PRF distribution is unknown as of the date of this report.

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

The Hospital received $34.7 million through various distributions from the Provider Relief Fund during fiscal year 2021, recorded all of them as non-operating revenue in fiscal year 2021, and continues to monitor eligibility for additional Provider Relief Funds during fiscal year 2022. As the Provider Relief Funds have not yet been fully allocated, management is unable to determine the amount of Provider Relief Funds available to the Hospital in fiscal year 2022.

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

- Effective May 1, 2020 through December 31, 2021, the 2% sequestration reduction on Medicare fee for service ("FFS") and payments to hospitals, physicians and other providers is suspended and will resume effective January 2022 as authorized by the Act to Prevent Across-the-Board Direct Spending Cuts, and for Other Purposes, signed into law on April 14, 2021. The suspension is financed by a one-year extension of the sequestration adjustment through 2030.

- The CARES Act instituted a 20% increase in the Medicare Severity Diagnosis Related Groups ("MS-DRG") payment for confirmed COVID-19 hospital admissions for the duration of the public health emergency as declared by the Secretary of HHS.

- The CARES Act eliminated the scheduled nationwide reduction of $4 billion in federal Medicaid Disproportionate Share Hospital ("DSH") allotments to States in federal fiscal year ("FFY") 2020 mandated by the Affordable Care Act and decreased the FFY 2021 Medicaid DSH reduction from $8 billion to $4 billion effective December 1, 2020. Legislation passed in October 2020 delayed the 2021 reduction through December 11, 2020. However, the Consolidated Appropriations Act, 2021 ("CCA") eliminated the $4 billion reduction for FFY 2021, the $8 billion reduction for FFY 2022, and the $8 billion reduction for FFY 2023. The reductions mandated by the Patient Protection and Affordable Care Act were set to be terminated at the end of FFY 2025, but the CCA added additional reductions of $8 billion per year for FFY 2026 and FFY 2027.

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

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

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

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

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

HHS has also used funds appropriated to the Provider Relief Fund and the Families First Coronavirus Response Act ("FFCRA") to provide claims reimbursement to health care providers for testing uninsured individuals for COVID-19, treating uninsured individuals with a primary COVID-19 diagnosis, and administering a COVID-19 vaccine to uninsured individuals. The COVID-19 uninsured program is administered through HHS's Health Resources & Services Administration ("HRSA") and began providing reimbursement in May of 2020. Generally,

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

reimbursements under this program are set at Medicare FFS rates, exclusive of the 20% increase in the MS-DRG payment for confirmed COVID-19 hospital admissions under the CARES Act.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. The extent of its impact on the Hospital's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on patients, employees, and vendors, and the scope of the Federal response, all of which are uncertain and cannot be predicted. Given these uncertainties, management cannot reasonably estimate the related impact to the Hospital's business, operating results, or financial condition in fiscal year 2022.

Summary of Significant Accounting Policies

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

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

Use of Estimates

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

Cash, Cash Equivalents, and Investments

Cash equivalents include investments in highly liquid debt instruments with an original maturity of three

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

months or less at date of purchase, excluding amounts held under trust agreements. The Hospital's restricted and unrestricted cash is deposited with the County Treasurer (the Treasurer) in a fund similar to an external investment pool that is reported at fair value. Because the amounts deposited with the Treasurer are sufficiently liquid to permit withdrawals in the form of cash at any time without prior notice or penalty, they are deemed to be cash equivalents. GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, requires the County to adjust the carrying amount of its investment portfolio to reflect the change in fair or market values. Interest revenue is increased or decreased in relation to this adjustment of unrealized gain or loss. Net interest income reflects this positive or negative market value adjustment. Financial information required by GASB Statement No. 3, No. 40 and No. 72 regarding the accounting and financial reporting for the Hospital's investment pool, held by the Clark County Treasurer, has been disclosed in the Clark County Annual Comprehensive Financial Report (ACFR) for the years ended June 30, 2021, and June 30, 2020.

Inventories

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

Restricted Assets

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

Capital Assets

Capital assets are stated at historical cost or, if donated, at estimated fair value at the date of the gift. Capital assets are defined by the Hospital as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Depreciation and amortization of assets are recorded in amounts sufficient to amortize the cost of the related assets over their estimated

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

useful lives using the straight-line method. The following are the most commonly used estimated useful lives:

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

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

Management reviews the recoverability of its capital assets in accordance with the provisions of GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and Insurance Recoveries*. GASB Statement No. 42 requires recognition of impairment of long-lived assets in the event the asset's service utility has declined significantly and unexpectedly. Accordingly, management evaluates assets' utility annually or when an event occurs that may impair recoverability of the asset. No impairments were identified as of June 30, 2021.

Bond and Debt Issue Costs

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

Cost of Borrowing

Interest costs incurred on debt during the construction or acquisition of assets are capitalized as a component of the cost of acquiring those assets. No capitalized interest was recorded in fiscal 2021 and 2020.

Deferred Outflows/Inflows of Resources

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

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

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

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

Postemployment Benefits Other Than Pensions

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

Compensated Absences

It is the Hospital's policy to permit employees to accumulate earned, but unused vacation and sick leave benefits. Such benefits were accrued when incurred as a current liability in both fiscal 2021 and 2020.

Self-Insured Liability

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

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

Net Position (Deficit)

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

- Net investment in capital assets: This component of net position (deficit) consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- Restricted: This component of net position (deficit) results from restrictions placed on net position (deficit) use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted: This component of net position (deficit) consists of all net position (deficit) that do not meet the definition of restricted or net investment in capital assets.

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

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

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

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

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

As part of the Hospital's mission to serve the community, the Hospital provides care to patients even though they may lack adequate insurance or may participate in programs that do not pay established rates. Uncompensated care is defined as write-offs on patient accounts without insurance payment. Charity care is a subset of uncompensated care representing those patients that are approved by the Hospital for a discount under its charity policy guidelines. Throughout the admission, billing, and collection processes, certain patients are identified by the Hospital as indigent or qualifying for charity care. The Hospital provides care to these patients without charge or at amounts less than its established rates or actual costs. Net patient revenue is reflected net of the charity care reserves. Charity care reserves are based on gross revenue foregone. The actual costs for charity care in accordance with the Hospital's charity care policy aggregated approximately $23,730,686 and $21,782,323 for the years ending June 30, 2021 and 2020, respectively. The Hospital has estimated the cost of charity care based on a ratio of cost to charges of operating expenses excluding interest expense.

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

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

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

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

The Hospital's classification of patients under the Medicare and Medicaid programs and the appropriateness of their admission, and therefore, the revenues received are subject to an independent review and retroactive adjustment. Differences between the estimated amounts accrued at interim and final settlements are reported in the *Statement of Revenues, Expenses, and Changes in Net Position (Deficit)* in the year of settlement. Medicare cost reports have been finalized through fiscal year 2018. Provisions for estimated retroactive adjustments for cost report years that have not been finalized have been provided, where applicable. The Hospital recorded a favorable adjustment $2,356,520 in fiscal 2021, and an unfavorable adjustment of $370,084 in fiscal 2020, respectively, due to prior year retroactive adjustments to amounts previously estimated and changes in estimates.

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

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

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

These funds are distributed prospectively on a quarterly basis. Funding for the UPL program is generated through intergovernmental transfers and matching funds from the federal government. The gross amount recorded in net patient revenue for UPL and Indigent Accident Fund (IAF) was $96,229,511 and $78,837,659 in fiscal 2021 and 2020, respectively. As of June 30, 2021 and 2020, $85,603,296 and $11,191,521, respectively, were recorded as receivable.

- Disproportionate share: As a public health care provider, the Hospital renders services to residents of the County and others regardless of ability to pay. The Hospital is classified as a disproportionate share provider by the Medicare and Medicaid programs due to the volume of low-income patients it serves. Accordingly, the Hospital receives additional payments from these programs as a result of this status totaling $65,405,579 and $73,966,208 in fiscal 2021 and 2020, respectively, which are included in net patient revenue. As of June 30, 2021 and 2020, the Hospital has reserved approximately $87,481,348 and $102,192,749, respectively, for possible future adjustments, which is reflected in intergovernmental liabilities on the accompanying statements of net position (deficit). Normal estimation differences between final settlements and amounts accrued in previous periods are reflected in net patient revenues in the period of settlement. These estimation differences between final settlements and amounts previously accrued results in an increase of $14,711,401 and a decrease of $37,218,946, respectively, in net patient revenues during the year ended June 30, 2021 and 2020. Funding for the disproportionate share program is generated through intergovernmental transfers and matching funds from the federal government. The Hospital also provides major trauma services to the region, and the ability to continue these levels of service and programs is contingent upon the continuation of various funding sources.

- Other payers: The Hospital has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment under these agreements includes prospectively-determined rates-per-discharge, discounts from established charges, and prospectively-determined per diem rates.

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

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

	2021	2020
Medicare	28 %	28 %
Medicaid, and self-pay	43	44
Commercial, HMO, PPO	24	23
Other	5	5
Total	100 %	100 %

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

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

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

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

	2021	2020
Reserve-Beginning Balance	$ (116,761,520)	$ (343,931,724)
Provision	(157,708,462)	(163,288,451)
Write-Offs	164,474,911	392,734,413
Bad Debt Recovery	(7,235,510)	(2,275,758)
Reserve-Ending Balance	$ (117,230,581)	$ (116,761,520)

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer arrangements. Significant concentrations of patient accounts receivable at June 30, 2021 and 2020 include:

	2021	2020
Medicare	20 %	17 %
Medicaid, and self-pay	42	47
Commercial, HMO, PPO	28	24
Other	10	12
Total	100 %	100 %

Grants and Contributions

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

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

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

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

Defined Benefit Plan

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

Concentrations of Credit and Economic Risks and Uncertainties

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

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

Concentration of credit risk relating to patient accounts receivable is limited to some extent by the diversity and number of the Hospital's patients and payers. Patient accounts receivable consist of amounts due from government programs, commercial insurance companies, private pay patients, and other group insurance programs. One payer source, self-pay, comprises approximately 17% and 23% of gross patient accounts receivable at June 30, 2021 and 2020, respectively. The Hospital maintains an allowance for losses based on the expected collectability of patient accounts receivable.

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

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

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

Subsequent Events

The Hospital evaluates the impact of subsequent events, which are events that occur after the statement of net position (deficit) date but before the financial statements are issued, for potential recognition in the financial statements as of the statement of net position date. For the year ended June 30, 2021, the Hospital evaluated subsequent events through December 8, 2021, representing the date the accompanying audited financial statements were issued. During this period the Hospital determined there were no subsequent events that needed to be disclosed.

2. Recent Accounting Pronouncements

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

Statement No. 87, *Leases*

- This standard will require recognition of certain lease assets and liabilities for leases that are currently classified as operating leases.
- Eliminates the distinction between operating and capital leases - all leases will be recorded on the statement of net position/balance sheet.
- New definition of a lease - a contract that conveys the right to use another entity's nonfinancial asset for a period of time in an exchange or exchange-like transaction.
- Excludes leases that transfer ownership under a bargain purchase option or service concession arrangements that are covered by GASB Statement No. 60.
- Lessees would recognize a lease liability and an intangible right-to-use lease asset which would be amortized in a systematic and reasonable manner over the shorter of the lease term or the useful life of the underlying asset. Short-term leases are excluded.
- Lessors would recognize lease receivable and deferred inflow of resources which would be recognized as revenue in a systematic and rational manner over the term of the lease.
- The pronouncement will be effective starting with year ending June 30, 2022, and Management is still evaluating the impact of this Statement.

Statement No. 89, *Accounting for Interest Cost during Period of Construction*

- In financial statements using the economic resources measurement focus, interest incurred during construction should be recognized as an expense of the period.
- In financial statements using the current financial resources measurement focus, interest incurred during construction should be recognized as an expenditure.
- Interest cost should not be capitalized.
- Interest does not meet the definition of an asset or a deferred outflow.
- Expected effective date: Year ending June 30, 2022, and Management is still evaluating the impact of this Statement.

2. Recent Accounting Pronouncements (continued)

Statement No. 91, *Conduit debt obligations*

- This standard will provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.
- A conduit debt obligation is defined as a debt instrument having all of the following characteristics:
    - There are at least three parties involved: (1) an issuer, (2) a third-party obligor, and (3) a debt holder or a debt trustee.
    - The issuer and the third-party obligor are not within the same financial reporting entity.
    - The debt obligation is not a parity bond of the issuer, nor is it cross-collateralized with other debt of the issuer.
    - The third-party obligor or its agent, not the issuer, ultimately receives the proceeds from the debt issuance.
    - The third-party obligor, not the issuer, is primarily obligated for the payment of all amounts associated with the debt obligation (debt service payments).
- All conduit debt obligations involve the issuer making a limited commitment.
- An issuer should not recognize a conduit debt obligation as a liability. However, an issuer should recognize a liability associated with an additional commitment or a voluntary commitment to support debt service if certain recognition criteria are met.
- This statement also addresses arrangements-often characterized as leases-that are associated with conduit debt obligations.
- This statement requires issuers to disclose general information about their conduit debt obligations.
- Expected effective date: Year ending June 30, 2023, and Management is still evaluating the impact of this Statement.

GASB Statement No. 94, *Public-private and Public-public partnerships and availability payment arrangements*

- This statement will improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs).

2. Recent Accounting Pronouncements (continued)

- A PPP is an arrangement in which a government contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction.
- Some PPPs meet the definition of a service concession arrangement (SCA), which is a PPP in which (1) The operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.
- This statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). An APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.
- This Statement is effective for reporting periods beginning after June 15, 2022 which will be the Hospital's fiscal year ending June 30, 2023. Management is still evaluating the impact of this Statement.

GASB Statement No. 96, *Subscription-Based information Technology Arrangements*

- This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments).
- A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.
- A government generally should recognize a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability.

2. Recent Accounting Pronouncements (continued)

- Activities associated with a SBITA, other than making subscription payments, should be grouped into the following three stages, and their costs should be accounted for accordingly: (1) Preliminary Project Stage, including activities such as evaluating alternatives, determining needed technology, and selecting a SBITA vendor. Outlays in this stage should be expensed as incurred; (2) Initial Implementation Stage, including all ancillary charges necessary to place the subscription asset into service. Outlays in this stage generally should be capitalized as an addition to the subscription asset; (3) Operation and Additional Implementation Stage, including activities such as subsequent implementation activities, maintenance, and other activities for a government's ongoing operations related to a SBITA. Outlays in this stage should be expensed as incurred unless they meet specific capitalization criteria. If a SBITA contract contains multiple components, a government should account for each component as a separate SBITA or nonsubscription component and allocate the contract price to the different components.
- This Statement provides an exception for short-term SBITAs, those having a maximum possible term of 12 months (or less), including any options to extend, regardless of their probability of being exercised. These SBITAs should be recognized as outflows of resources.
- This Statement requires a government to disclose descriptive information about its SBITAs other than short-term SBITAs, such as the amount of the subscription asset, accumulated amortization, other payments not included in the measurement of a subscription liability, principal and interest requirements for the subscription liability, and other essential information.
- This Statement is effective for reporting periods beginning after June 15, 2022 which will be the Hospital's fiscal year ending June 30, 2023. Management is still evaluating the impact of this Statement.

GASB Statement No. 97, *Certain component unit criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*

- This Statement (1) requires that a Section 457 plan be classified as either a pension plan or an other employee benefit plan depending on whether the plan meets the definition of a pension plan and (2) clarifies that Statement 84, as amended, should be applied to all arrangements organized under IRC Section 457 to determine whether those arrangements should be reported as fiduciary activities.

2. Recent Accounting Pronouncements (continued)

- This Statement supersedes the remaining provisions of Statement No. 32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*, as amended, regarding investment valuation requirements for Section 457 plans. As a result, investments of all Section 457 plans should be measured as of the end of the plan's reporting period in all circumstances.

- This Statement is effective for reporting periods beginning after December 15, 2021 which will be the Hospital's fiscal year ending June 30, 2023. The Hospital participates in a State Pension Plan and Management has determined there is no impact of this Statement.

3. Cash, Cash Equivalents, and Investments

Substantially all cash (including cash equivalents) and investments of the Hospital are under control of the Treasurer and are included in the Treasurer's investment pool. The Hospital's cash and investments generally are reported at fair value, as discussed in note 1. As of June 30, 2021 and 2020, these amounts were as follows:

	2021	2020
Clark County investment pool	$ 220,356,087	$ 265,484,605
Cash on hand	16,600	17,200
Total cash and investments	$ 220,372,687	$ 265,501,805

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

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

Due to the nature of the investment pool, it is not possible to separately identify any specific investment as being that of the Hospital. It is not feasible to allocate the level of risk to the various component units of the County, including the Hospital, due to the co-mingling of assets in the investment pool. Details on the County investment policies including the level of risk are included in the Clark County Annual Comprehensive Financial Report. Instead, the Hospital owns a proportionate share of each investment, based on the Hospital's participation percentage in the investment pool. As of June 30, 2021 and 2020, $220,356,087 and $265,484,605, respectively, of Hospital investments in the investment pool were as follows:

3. Cash, Cash Equivalents, and Investments (continued)

	2021		2020	
Investment Type	Allocation	Duration in Years	Allocation	Duration in Years
U.S. Agencies	40.14%	2.89	32.93%	3.84
U.S. Treasury Obligations	27.81%	2.33	21.66%	1.46
Corporate Notes	15.87%	2.35	19.15%	2.18
Negotiable Certificates of Deposit	5.73%	0.70	9.78%	0.53
Asset-Backed Securities	4.14%	3.28	4.82%	4.04
Commercial Paper Discounts	3.63%	0.18	11.10%	0.18
Money Market Funds	2.68%	-	0.35%	-
Agency CMOs	0.00%	-	0.21%	5.08
	100.00%		100.00%	
Average Portfolio Duration		2.22		2.09

Credit Risk

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

As of June 30, 2021 and 2020, the County's investments were rated by Standard and Poor's and Moody's Investors Service, respectively, as follows:

3. Cash, Cash Equivalents, and Investments (continued)

	2021	2020
U.S. Treasury Obligations	A-1+,AA+/Aaa,P-1	AA+/Aaa
Bonds of U.S. Agencies	AA+/Aaa, Unrated (1)	A-1+, AA+/Aaa, P-1, Unrated (1)
Corporate Obligations	BBB+,A- to AAA/Aaa, Aa, A	BBB+,A- to AAA/Aaa, Aa, A
Commercial Paper Discounts	A-1, A-1+/P-1	A-1, A-1+, A-2/P-1, P-2
Negotiable Certificates of Deposit	A-1, A-1+/P-1	A-1, A-1+/P-1
Money Market Mutual Funds	AAA/Aaa	AAA/Aaa
Asset-Backed Securities	AAA/Aaa, Unrated (2)	AAA/Aaa, Unrated (2)
Agency CMOs	n/a	AA+/Aaa
Collateralized Investment Agreements	(3)	(3)
Discount Notes of U.S. Agencies	A-1+/P-1	A-1+/P-1
Corporate Notes	(4)	(4)

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

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

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

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

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

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The County's investment policy limits the amount that may be invested in obligations of any one issuer, except direct obligations of the U.S. government or federal agencies, to be no more than 5% of the County investment pool. At June 30, 2021 and 2020, the following investments exceeded 5% of the investment pool:

	2021		2020	
U.S.Treasury obligations	27.81	%	21.66	%
Federal Home Loan Mortgage Corporation (FHLMC)	10.92		12.97	
Federal Home Loan Bank (FHLB)	8.77		7.35	
Federal National Mortgage Association (FNMA)	8.29		4.44	
Federal Farm Credit Bank (FFCB)	6.27		8.39	

3. Cash, Cash Equivalents, and Investments (continued)

Interest Rate Risk

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

Interest Rate Sensitivity

At June 30, 2021 and 2020, the County invested in the following types of securities that have a higher sensitivity to interest rates, which represented 13% and 13%, respectively, of total investment securities.

- Callable securities are directly affected by the movement of interest rates. Callable securities allow the issuer to redeem or call a security before maturity, generally on coupon dates.

- Step-up/step-down securities have fixed rate coupons for a specific time interval that will step-up or step-down a predetermined number of basis points at scheduled coupon or other reset dates. These securities are callable one time or on their coupon dates.

- Fix-to-floating rate notes have fixed rate coupons for a specified period of time, then a variable rate coupon for the remaining life of the security. The variable rate is generally based on the three-month LIBOR plus 125 basis points. In some cases, interest rate caps are reset higher annually. These securities are callable, generally on their coupon dates.

- CPI floaters have variable rate coupons based on the Consumer Price Index Year-Over-Year index plus 114 basis points. This rate resets and pays a coupon monthly.

- Range notes have fixed rate coupons based on the three-month LIBOR staying within a range for a time period, generally one year. If the three-month LIBOR is within the predetermined range for a specified time period, the coupon rate is reset at a higher rate at periodic intervals. If the three-month LIBOR is out of the predetermined range, then coupon rate is reset to a floor rate of 1%. These securities are also callable on their coupon dates.

4. Other Receivables, Net

The Hospital has agreements with third-party payers that provide for payment of amounts different from established rates. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. See Note 1, *Net Patient Revenue, Accounts Receivable, and Allowance for Uncollectible Accounts* for additional information. A summary of other receivables, net at June 30, follows:

	2021	2020
Third-party settlements	$ -	$ 918,634
Other (a)	12,274,436	24,233,711
	$ 12,274,436	$ 25,152,345

(a) Other includes $9 million County contribution receivable in fiscal 2020.

5. Internally Designated Assets

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

	2021	2020
Self-insurance funds	$ 15,844,640	$ 15,110,004
Debt service funds	6,503,226	6,509,619
Capital acquisition funds	86,493,154	92,564,180
	$ 108,841,020	$ 114,183,802

6. Capital Assets

Capital asset additions, retirements, and balances for the fiscal years ended June 30, 2021 and 2020, were as follows:

2021	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	$ 10,204,997	$ -	$ -	$ 10,204,997
Construction in progress	18,620,955	5,701,283	(3,442,899)	20,879,339
Total nondepreciable capital assets	28,825,952	5,701,283	(3,442,899)	31,084,336
Depreciable capital assets:				
Land improvements	4,790,912	-	-	4,790,912
Buildings and building improvements	224,940,012	3,674,674	-	228,614,686
Equipment	257,338,864	16,884,542	(64,768)	274,158,639
Furnitures and fixtures	5,812,373	1,278,482	-	7,090,854
Infrastructure	1,412,207	69,013	-	1,481,220
LVA-IT Hardware	143,391	-	-	143,391
Fixed Assets - Conversion (System)	(133,813)	-	(123,506)	(257,319)
Total depreciable capital assets	494,303,946	21,906,711	(188,274)	516,022,383
Less accumulated depreciation and amortization:				
Land improvements	(3,265,223)	(148,375)		(3,413,597)
Buildings and building improvements	(119,073,089)	(5,349,234)		(124,422,324)
Equipment	(193,445,251)	(17,935,637)	3,240	(211,377,648)
Furnitures and fixtures	(3,026,233)	(677,346)		(3,703,579)
Infrastructure	(267,349)	(86,599)		(353,948)
LVA-IT Hardware	(143,391)			(143,391)
	(319,220,535)	(24,197,191)	3,240	(343,414,486)
Total depreciable capital assets, net	175,083,411	(2,290,480)	(185,034)	172,607,897
Total capital assets, net	$ 203,909,362	$ 3,410,803	$ (3,627,933)	$ 203,692,233

6. Capital Assets (continued)

2020	Beginning Balance	Additions	Retirements/ Transfers	Ending Balance
Nondepreciable capital assets:				
Land	$ 10,204,997	$ -	$ -	$ 10,204,997
Construction in progress	12,960,927	8,045,745	(2,385,717)	18,620,955
Total nondepreciable capital assets	23,165,924	8,045,745	(2,385,717)	28,825,952
Depreciable capital assets:				
Land improvements	4,790,912	-	-	4,790,912
Buildings and building improvements	222,496,395	2,443,617	-	224,940,012
Equipment	246,562,852	10,784,655	(8,643)	257,338,864
Furnitures and fixtures	4,852,830	959,543	-	5,812,373
Infrastructure	1,412,207	-	-	1,412,207
LVA-IT Hardware	143,391	-	-	143,391
Fixed Assets - Conversion (System)	(10,293)	-	(123,520)	(133,813)
Total depreciable capital assets	480,248,294	14,187,815	(132,163)	494,303,946
Less accumulated depreciation and amortization:				
Land improvements	(3,116,848)	(148,375)		(3,265,223)
Buildings and building improvements	(113,698,953)	(5,374,136)		(119,073,089)
Equipment	(176,944,031)	(16,509,863)	8,643	(193,445,251)
Furnitures and fixtures	(2,591,420)	(434,813)		(3,026,233)
Infrastructure	(196,086)	(71,263)		(267,349)
LVA-IT Hardware	(143,391)			(143,391)
	(296,690,729)	(22,538,449)	8,643	(319,220,535)
Total depreciable capital assets, net	183,557,565	(8,350,634)	(123,520)	175,083,411
Total capital assets, net	$ 206,723,489	$ (304,890)	$ (2,509,237)	$ 203,909,362

Capitalized interest is part of the cost of buildings and building improvements and construction in progress. No capitalized interest was recorded for fiscal 2021 and 2020.

Estimated costs to complete the construction in progress are approximately $2.4 million as of June 30, 2021.

7. Long-term Debt

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

	2021				
	Beginning Balance	Additions	Payments/ Reductions	Ending Balance	Due Within One Year
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2013	$ 25,090,000	$ -	$ (5,985,000)	$ 19,105,000	$ 6,170,000
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2014				-	-
	25,090,000	-	(5,985,000)	19,105,000	6,170,000
Long-term debt	$ 25,090,000	-	$ (5,985,000)	$ 19,105,000	$ 6,170,000

	2020				
	Beginning Balance	Additions	Payments/ Reductions	Ending Balance	Due Within One Year
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2013	$ 25,265,000	$ -	$ (175,000)	$ 25,090,000	$ 5,985,000
Clark County, Nevada General Obligation Hospital Refunding Bonds, Series 2014	6,051,000	-	(6,051,000)	-	-
	31,316,000	-	(6,226,000)	25,090,000	5,985,000
Long-term debt	$ 31,316,000	-	$ (6,226,000)	$ 25,090,000	$ 5,985,000

7. Long-term Debt (continued)

On July 28, 2005, Clark County, Nevada issued $48,390,000 in General Obligation (Limited Tax) Hospital Refunding Bonds (the 2005 Bonds) with interest rates of 4.0% to 5.0%, which are collateralized with pledged gross revenues. The proceeds of the bonds were used to: (i) refund $47,875,000 aggregate principal amount of the County's General Obligation (Limited Tax) Hospital Bonds, Series 2000; and (ii) pay the costs of issuing the 2005 Bonds. As a result, the previously outstanding refunded bonds are considered to be defeased and the liabilities for those bonds have been extinguished with the exception of $8,750,000 left outstanding. The aggregate difference in debt service between the refunded debt and the refunding debt was $3,867,842. As a result of the advance refunding, the Hospital reduced its total debt service requirements by $3,870,776 which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $2,883,595. The 2005 Bonds were sold at a premium of $4,338,966. In addition, the issuance of the 2005 Bonds resulted in a loss on defeasance of $4,738,038. Both the loss on defeasance and the premium are being amortized over the life of the new bonds. Principal and interest for the 2005 Bonds is due semiannually on March 1st and September 1st. All required payments on the bonds are guaranteed by Clark County, Nevada in the event that the Hospital is unable to make required payments. This Bond was refunded completely on December 1, 2014 by the Clark County, Nevada General Obligation Refunding Bonds, Series 2014.

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

7. Long-term Debt (continued)

On December 1, 2014 Clark County, Nevada issued a $29,374,000 in General Obligation (Limited Tax) Hospital Refunding Bonds (the 2014 Bonds) with an interest rate of 2%, which are collateralized with pledge gross revenues. The proceeds of the bonds were used to: (i) refund $28,910,000 aggregate principle amount of the County's General Obligation Hospital Refunding Bonds, Series 2005; (ii) pay the cost of issuing the 2014 Bonds. As a result, the previously outstanding refunding bonds are considered to be defeased and the liabilities for those bonds have been extinguished. The aggregate difference in debt service between the refunded debt and the refunding debt was $464,000. As a result of the advance refunding, the Hospital reduced its total debt service requirements by $2,928,894, which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $2,813,256. The issuance of the 2014 Bonds resulted in a deferred loss of $515,036, which will be amortized over the life of the new bonds. Principal and interest of the 2014 Bonds are due semiannually on March 1st and September 1st. All required payments on the bonds are guaranteed by Clark County, Nevada in the event the Hospital is unable to make required payments. The Bonds matured in fiscal 2020 and were paid off.

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

The Tax Reform Act of 1986 imposes an arbitrage rebate requirement with respect to bonds issued by the County. Under this act, an amount may be required to be rebated to the United States Treasury, so that all interest on the bonds qualifies for exclusion from gross income for federal income tax purposes. The Hospital is current on all required arbitrage payments. As of June 30, 2021 and 2020, there is no estimated potential arbitrage liability.

Scheduled principal and interest payments required to maturity on long-term debt at June 30, 2021, were as follows:

	Principal	Interest	Total
2022	6,170,000	496,620	6,666,620
2023	6,370,000	302,250	6,672,250
2024	6,565,000	101,758	6,666,758
	$ 19,105,000	$ 900,628	$ 20,005,628

8. Other long-term Liabilities

Leases

The Hospital has operating leases primarily consisting of real property leases for off-campus outpatient clinic and business office facilities as well as medical and office equipment used in Hospital operations. Certain property leases contain initial and renewal terms providing for predetermined inflation factors for fixed rents. In addition, several property leases require the Hospital to pay other occupancy costs such as common area maintenance and utilities.

Total rent expense under all leases was $8,688,230 and $7,972,704 in fiscal 2021 and 2020, respectively. Subject to the following paragraph, minimum rental commitments under operating leases extending beyond June 30, 2021, were as follows:

FY 2022	$	6,097,060
FY 2023		4,996,639
FY 2024		3,547,291
FY 2025		3,207,872
FY 2026		1,116,338
FY 2027 - 2029		1,075,839
Grand total	$	20,041,039

In the Hospital's lease agreements, there is a "fiscal fund out clause." Under the "fiscal fund out clause," the respective agreement shall terminate and the Hospital's obligations under it shall be extinguished at the end of any of the Hospital's fiscal years in which the 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 the agreement. The Hospital agrees that the "fiscal fund out clause" shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to lease agreements. In the event this section is invoked, the lease agreements will expire on June 30 of the then current fiscal year. Termination under this section shall not relieve the Hospital of its obligations incurred through June 30 of the fiscal year for which monies were appropriated.

Liability Insurance

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

8. Other long-term Liabilities (continued)

On January 20, 1987, the Board approved self-insured professional and general liability and workers' compensation insurance programs. In lieu of maintaining insurance coverage, the Board created the professional and general liability fund and the workers' compensation fund. The Hospital has accrued an undiscounted liability for estimated future settlements and claims losses for professional liability, general liability, and workers' compensation using its best estimate of these losses in accordance with actuarially determined amounts. Included in internally designated restricted assets, the Hospital has funded $15,844,640 and $15,110,003 at June 30, 2021 and 2020, of the accrued liability of $12,285,224 and $12,220,368, respectively. In the opinion of management, there are no claims or lawsuits asserted or unasserted that would not be adequately covered by insurance and/or the professional and general liability accrual.

A summary of changes in the self-insurance liability during fiscal 2021 and 2020 were as follows:

2021

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	$ 12,220,368	$ 469,617	$ (404,761)	$ 12,285,224	$ 2,985,561
Workers' compensation	5,966,648	2,410,489	(1,619,425)	6,757,712	5,345,712
	$ 18,187,016	$ 2,880,106	$ (2,024,186)	$ 19,042,936	$ 8,331,273

2020

	Beginning Balance	Claims Incurred/ Changes in Estimates	Claims Paid	Ending Balance	Due Within One Year
Professional liability	$ 10,706,601	$ 1,682,424	$ (168,657)	$ 12,220,368	$ 3,612,850
Workers' compensation	4,689,954	3,284,340	(2,007,646)	5,966,648	4,554,648
	$ 15,396,555	$ 4,966,764	$ (2,176,303)	$ 18,187,016	$ 8,167,498

9. Related Party Transactions

The Hospital receives payments from the County under a contractual arrangement to provide care for qualifying indigent and emergency care. For the years ended June 30, 2021 and 2020, the Hospital received $2,471,943 and $2,822,249, respectively, for such care. Amounts received for qualifying indigent and emergency care are included in net patient revenues in the fiscal year the services are rendered.

The County charges for legal and financial services provided to the Hospital. The Hospital recorded costs of $814,959 and $814,325 for these services during fiscal 2021 and 2020, respectively. At June 30, 2021 and 2020, there were no non-interest bearing amounts due to the County for such services.

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

A summary of changes in related party liability balances during fiscal 2021 and 2020 follows:

2021	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	$ 1,134,552	$ 2,444,101	$ (3,000,000)	$ 578,653
Clark County Automotive	2,606	70,280	(70,486)	2,400
Clark County Enterprise/Physical	(20,917)	106,460	(95,667)	(10,124)
Clark County Treasurer	(137,253)	150,584	(152,204)	(138,873)
Clark County Self-Funded	3,898,211	28,399,231	(26,219,101)	6,078,341
	$ 4,877,199	$ 31,170,656	$ (29,537,458)	$ 6,510,397

2020	Beginning Balance	Additions	Reductions	Ending Balance
Current liabilities				
Clark County Worker's Compensation	$ 1,322,124	$ 2,812,428	$ (3,000,000)	$ 1,134,552
Clark County Automotive	-	62,104	(59,498)	2,606
Clark County Enterprise/Physical	205,243	101,134	(327,295)	(20,917)
Clark County Treasurer	531	141,283	(279,066)	(137,253)
Clark County Self-Funded	1,836,995	27,940,148	(25,878,932)	3,898,211
	$ 3,364,893	$ 31,057,097	$ (29,544,791)	$ 4,877,200

10. Employee Benefits Plans

Retirement Plan

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

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

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

NRS 286.410 establishes the required contribution rates and provides for yearly increases until such time as the actuarially determined unfunded liability of the Plan is reduced to zero. The Hospital is obligated to contribute all amounts due under the Plan. The contribution rate, based on covered payroll, was 29.25%, 29.25% and 28% for each of three years ended June 30, 2021, 2020, and 2019, respectively.

10. Employee Benefits Plans (continued)

The Hospital's contributions to the Plan for the years ended June 30, 2021, 2020, and 2019, were $72,035,693, $76,411,113, and $73,884,260, respectively, and were equal to the required contributions for each fiscal year. At June 30, 2021, 2020, and 2019, accrued compensation and benefits include $9,349,371, $10,263,391, and $9,331,094, respectively, due to PERS.

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

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

Pension Liabilities

At June 30, 2021, the Hospital reported a liability of $510,283,540 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 20, 2020, the Hospital's proportion was 3.66 percent.

At June 30, 2020, the Hospital reported a liability of $521,536,183 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Hospital's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 20, 2019, the Hospital's proportion was 3.82 percent.

10. Employee Benefits Plans (continued)

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

For the year ended June 30, 2021, the Hospital recognized pension expense of $45,661,767. At June 30, 2021, the Hospital reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 14,333,314	$ -
Changes in proportion	23,180,792	19,825,387
Differences between expected and actual experience	15,854,155	6,588,999
Net difference between projected and actual investment earnings on pension plan investments	-	19,276,356
Hospital contributions subsequent to the measurement date	36,017,847	-
Total	$ 89,386,108	$ 45,690,742

$36,017,847, reported as deferred outflows of resources related to pensions resulting from Hospital employer contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2022.

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

10. Employee Benefits Plans (continued)

Year ended June 30	Amount
2022	$ (5,628,631)
2023	7,728,071
2024	7,024,355
2025	1,864,355
2026	(2,877,413)
Thereafter	(433,217)
	$ 7,677,521

Actuarial Assumptions

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

Inflation rate	2.75%
Payroll Growth	5.00%, including inflation
Investment Rate of Return	7.50%
Productivity pay increase	0.5%
Projected salary increases	Regular: 4.25% to 9.15%, depending on service, Rates include inflation and productivity increases
Consumer Price Index	2.75%
Other assumptions	Same as those used in the June 30, 2020 funding Actuarial valuation

Actuarial assumptions used in the June 30, 2020 valuation were based on the results of the experience review completed in 2020.

The discount rate used to measure the total pensions liability was 7.50%, 7.50%, and 7.50% as of June 30, 2020, June 30, 2019, and June 30, 2018 , respectively. The projection of cash flow used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on the assumption, the pensions plans' fiduciary net position at June 30, 2020, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term

10. Employee Benefits Plans (continued)

expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2020, June 30, 2019, and June 30, 2018.

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

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

*As of June 30, 2020, PERS' long-term inflation assumption was 2.75%

Pension Liability Discount Rate Sensitivity

The following presents the net pension liability of the Hospital as of June 30, 2020, calculated using the discount rate of 7.50%, as well as what the Hospital's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50%) or 1-percentage-point higher (8.50%) than the current discount rate:

	1% Lower (6.50%)	Discount Rate (7.50%)	1% Higher (8.50%)
Hospital's proportionate share of the net pension liability	$ 795,845,173	$ 510,283,540	$ 272,860,267

10. Employee Benefits Plans (continued)

Pension Plan Fiduciary Net Position

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

Deferred Compensation Plan

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

Postemployment Benefits Other Than Pensions (OPEB)

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

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

10. Employee Benefits Plans (continued)

Benefits Provided

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

Employees Covered by Benefit Terms

At June 30, 2021, the following employees were covered by the benefit terms:

	PEBP	RHPP	Total all Plans
Inactive employees or beneficiaries currently receiving benefit payments	229	779	1,008
Active employees	-	3,081	3,081
Covered spouses	-	227	227
Total	229	3,860	4,089

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

Total OPEB Liability

The Hospital total OPEB liability of $204,284,483 was measured as of June 30, 2020, and was determined by an actuarial valuation as of that date.

	PEBP	RHPP	Total OPEB Liability
Balance recognized at June 30, 2020	$ 20,780,091	$ 152,706,053	$ 173,486,144
Changes Recognized for the Fiscal Year			
Service cost	-	8,093,442	8,093,442
Interest cost	712,888	5,552,088	6,264,976
Differences between expected and actual experience	(3,738,844)	(6,056,494)	(9,795,338)
Changes in assumptions or other inputs	3,217,101	28,178,689	31,395,790
Benefit payments	(823,721)	(4,336,810)	(5,160,531)
Changes in total OPEB liability	(632,575)	31,430,915	30,798,339
Balance recognized at June 30, 2021	$ 20,147,516	$ 184,136,968	$ 204,284,483

10. Employee Benefits Plans (continued)

Actuarial assumptions and other inputs: The total OPEB liability for all plans as of June 30, 2021 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Medical Consumer Price Index	Chained-CPI of 2.0% per annum
Salary increases	3.0% per annum
Discount rate	2.21%
Pre-Medicare trend rate	Select: 7.0%, ultimate: 4.0%
Post-Medicare trend rate	Select: 6.0%, ultimate: 4.0%
Retirees' share of benefit-related costs	0% to 100% of premium amounts based on years of service

Post-Retirement Mortality Rates:

Pub-2010 headcount weighted mortality table, projected generationally using Scale MP-2020, applied on a gender-specific basis for general and safety personnel.

Key Assumption Changes Since the Prior Valuation

- The discount rate was updated from 3.50% to 2.21% based on the municipal bond rate as of June 30, 2020.
- The trend rates were reset to an initial rate of 7.00% (6.00% for post-Medicare), grading down by 0.25% per year until reaching the ultimate rate of 4.00% based on current Healthcare Analytics (HCA) Consulting trend study; current economic environment suggests a longer period until reaching the ultimate rate.
- The mortality tables were updated to utilize the Pub-2010 table with the MP-2020 improvement scales (previously the RP-2014 with MP-2018 scales).
- The marriage assumption is updated to 30% based on the current retiree population data.
- The plan election rate is updated to 80% PPO, and 20% HMO based on the current retiree elections.

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the Hospital, as well as what the Hospital's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.21 percent) or 1 percentage point higher (3.21 percent) than the current discount rate:

10. Employee Benefits Plans (continued)

	1% Decrease 1.21%	Discount Rate 2.21%	1% Increase 3.21%
PEBP	$ 23,165,000	$ 20,147,516	$ 17,688,000
RHPP	223,118,000	184,136,967	153,778,000
Total OPEB Liability	$ 246,283,000	$ 204,284,483	$ 171,466,000

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

	1% Decrease	Current Trend	1% Increase
PEBP	$ 17,806,000	$ 20,147,516	$ 22,946,000
RHPP	153,701,000	184,136,967	222,832,000
Total OPEB Liability	$ 171,507,000	$ 204,284,483	$ 245,778,000

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

For the year ended June 30, 2021, the Hospital recognized OPEB expense of $1,713,196. The breakdown by plan is as follows:

	PEBP	RHPP	Total OPEB Total All plans
OPEB Expense	$ 191,146	$ 1,522,050	$ 1,713,196

10. Employee Benefits Plans (continued)

At June 30, 2021, the Hospital reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

		Deferred Outflows of Resources	Deferred Inflows of Resources
PEBP			
	Contributions made in fiscal year ending 2021 after July 1, 2020 measurement date	$ 709,878	$ -
Total PEBP		$ 709,878	$ -
RHPP			
	Differences between expected and actual experience	$ 48,302	$ 96,830,994
	Changes of assumptions or other inputs	34,498,114	37,373,411
	Contributions made in fiscal year ending 2021 after July 1, 2020 measurement date	3,580,284	-
Total RHPP		$ 38,126,700	$ 134,204,405
Total All Plans			
	Differences between expected and actual experience	$ 48,302	$ 96,830,994
	Changes of assumptions or other inputs	34,498,114	37,373,411
	Contributions made in fiscal year ending 2019 after July 1, 2018 measurement date	4,290,162	-
Total All Plans		$ 38,836,578	$ 134,204,405

The amount of $4,290,162 was reported as deferred outflows of resources related to OPEB from Hospital contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year ending June 30,	RHPP
2022	$ (12,123,480)
2023	(12,123,480)
2024	(12,123,480)
2025	(12,123,480)
2026	(9,441,528)
Thereafter	(41,722,543)
	$ (99,657,991)

11. Commitments and Contingencies

Litigation

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

HIPAA

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

Cyber Security Incident

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

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

11. Commitments and Contingencies (continued)

As of June 30, 2021, a $5 million liability was accrued for potential future expense related to this incident. As of the date of this report, a total of $1,399,130 in expense related to the Cyber Security Incident has been incurred.

Subsequent to year-end, there were two class action lawsuits filed, against the Hospital, as a result of the cyber incident. The Hospital has filed a motion to dismiss in both cases. The liability is not probable or estimable at the time the financial statements are available to be issued, and as such, the Hospital cannot predict whether it will have a material impact on the financial statements.

Employee Benefit Retirement Plan
Net Pension Liability
Required Supplementary Information

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

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

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

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

Employee Benefit Retirement Plan
Note to Required Supplementary Information

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

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

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

Changes of benefit terms: There were no changes of benefit terms in 2021.

Changes of assumptions: There were no changes of benefit assumptions in 2021.

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

Other Postemployment Benefits
Required Supplementary Information

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

PEBP Plan

	2021	2020	2019	2018
Total OPEB Liability				
Interest	$ 712,888	$ 754,777	$ 837,289	$ 752,369
Difference between actual and expected experience	(3,738,844)	-	(6,654)	50,232
Changes of assumptions or other inputs	3,217,101	941,195	(4,153,809)	(2,555,531)
Benefit payments	(823,721)	(838,318)	(910,344)	(943,003)
Net Change in Total OPEB Liability	(632,576)	857,654	(4,233,518)	(2,695,933)
Total OPEB Liability - Beginning	20,780,091	19,922,437	24,155,955	26,851,888
Total OPEB Liabilitiy - Ending	$ 20,147,515	$ 20,780,091	$ 19,922,437	$ 24,155,955
Covered Payroll	N/A	N/A	N/A	N/A
Total OPEB Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A

RHPP

	2021	2020	2019	2018
Total OPEB Liability				
Service cost	$ 8,093,442	$ 6,766,369	$ 17,486,880	$ 18,335,102
Interest	5,552,088	5,423,405	9,615,301	8,032,804
Difference between actual and expected experience	(6,056,494)	-	(116,492,033)	5,259
Changes of assumptions or other inputs	28,178,688	9,761,359	(24,138,375)	(35,408,967)
Benefit payments	(4,336,810)	(5,236,733)	(3,154,125)	(3,220,455)
Net Change in Total OPEB Liability	31,430,914	16,714,400	(116,682,352)	(12,256,257)
Total OPEB Liability - Beginning	152,706,053	135,991,653	252,674,005	264,930,262
Total OPEB Liabilitiy - Ending	$ 184,136,967	$ 152,706,053	$ 135,991,653	$ 252,674,005
Covered Payroll	$ 263,088,842	$ 231,341,937	$ 231,341,937	$ 231,533,548
Total OPEB Liability as a Percentage of Covered Payroll	70%	66%	59%	109%

As it becomes available this schedule will ultimately present information for the ten most recent fiscal years.
See notes to required Supplementary information

Other Postemployment Benefits
Note to Required Supplementary Information

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

Changes of Assumptions

With reporting date of June 30, 2021, key assumption changes since the prior valuation were as follows:

- The discount rate was updated from 3.50% to 2.21% based on the municipal bond rate as of June 30, 2020.
- The trend rates were reset to an initial rate of 7.00% (6.00% for post-Medicare), grading down by 0.25% per year until reaching the ultimate rate of 4.00% based on current Healthcare Analytics (HCA) Consulting trend study; current economic environment suggests a longer period until reaching the ultimate rate.
- The mortality tables were updated to utilize the Pub-2010 table with the MP-2020 improvement scales (previously the RP-2014 with MP-2018 scales).
- The marriage assumption is updated to 30% based on the current retiree population data.
- The plan election rate is updated to 80% PPO, and 20% HMO based on the current retiree elections.

Tel: 702-784-0000
Fax: 702-784-0161
www.bdo.com

6671 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the University Medical Center of Southern Nevada ("UMC"), a component unit of Clark County, Nevada, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise UMC's basic financial statements as listed in the table of contents, and have issued our report thereon dated December 8, 2021.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

BDO USA, LLP

Las Vegas, Nevada
December 8, 2021

Tel: 702-784-0000
Fax: 702-784-0161
www.bdo.com

6671 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119

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

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

Report on Compliance

Opinion on Compliance for Each Major Federal Program

We have audited the University Medical Center of Southern Nevada ("UMC"), 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, 2021. UMC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, UMC complied, in all material respects, with the 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, 2021.

Basis for Opinion

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

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control Over Compliance

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

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

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

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

BDO USA, LLP

Las Vegas, Nevada
January 31, 2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Indentifying Number	Provided to Subrecipients	Total Federal Expenditures
Centers for Disease Control and Prevention				
COVID-19 - Epidemiology & Laboratory Capacity Grant				
Enhancing Detection Expansion 08/01/20 - 07/31/21	**93.323**	**ELC**	**State of Nevada HHS/ NU50CK000560**	**$ 4,105,475**
U.S. Department of Health and Human Services				
COVID-19 - Provider Relief Fund				
General Distribution - Phase 1, Tranche 1	**93.498**	**PRF**	**n/a**	**6,365,483**
COVID-19 - Provider Relief Fund				
General Distribution - Phase 1, Tranche 2	**93.498**	**PRF**	**n/a**	**7,279,115**
COVID- 19 - Provider Relief Fund				
Targeted Allocation - High Impact Areas, Round 1	**93.498**	**PRF**	**n/a**	**18,760,725**
Subtotal				**32,405,323**
COVID-19 - HRSA Uninsured Program				
05/01/20 - 06/30/21	**93.461**	**CUP**	**n/a**	**15,685,747**
Department of Health and Human Services Direct Programs:				
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease				
(04/01/2020 - 03/31/2021)	**93.918**	**H76HA00166-25-00**	**-**	**713,216**
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease				
(04/01/2021 - 03/31/2022)	**93.918**	**H76HA00166-26-00**	**-**	**129,532**
Grant to Provide Capacity Careware Funding with Respect to HIV Disease				
(09/01/2020 - 08/31/2021)	**93.918**	**P06HA32349-01-01**	**-**	**19,541**
Grant to Provide Covid Funding with Respect to HIV Disease				
(04/01/2020 - 03/31/2021)	**93.918**	**C2100081**	**-**	**77,329**
Pass-through programs from Clark County, Nevada				
HIV Emergency Relief Project Grants				
(03/01/2020 - 02/28/2021)	**93.914**	**2H89HA06900**	**-**	**996,762**
HIV Emergency Relief Project Grants				
(03/01/2021 - 02/28/2022)	**93.914**	**2H89HA06900**	**-**	**300,562**
Total U.S Department of Health and Human Services				**50,328,012**
Total U.S. Department of Health and Human Services			**-**	**50,328,012**
Total Expenditures of Federal Awards			**$ -**	**$ 54,433,487**

See accompanying notes.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

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, 2021. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts presented in the Schedule may differ from amounts presented in the financial statements. Because the Schedule presents only a selected portion of the operations of UMC, it is not intended to and does not present the financial position, changes in net position or cash flows of UMC.

3. Summary of Significant Accounting Policies

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

4. Indirect Cost Rule

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

5. Subsequent Event

The Hospital evaluates the impact of subsequent events, which are events that occur after the statement of net position (deficit) date but before the financial statements are issued, for potential recognition in the financial statements as of the statement of net position date. For the year ended June 30, 2021, the Hospital evaluated subsequent events through December 8, 2021, representing the date the accompanying audited financial statements were issued, except for our report on the schedule of expenditures of federal awards, for which the subsequent event date is January 31, 2022. During these periods the Hospital determined there were no subsequent events that needed to be disclosed.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2021

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:

Assistance Listing Number	*Name of Federal Program or Cluster*
93.498	1) COVID-19 - Provider Relief Fund
93.461	2) COVID-19 - HRSA Uninsured Program
93.323	3) COVID-19 - Epidemiology & Laboratory Grant - Enhancing Detection Expansion

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, 2021

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:	**Supply Agreement with Shoulder Innovations**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Supply Agreement and its Schedules and Exhibits with Shoulder Innovations for the purchase of shoulder surgery implants; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Pricing agreement for surgery products
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: 12 months, with four successive optional annual renewals (5-year total potential term)
Amount: NTE $635,000 annually with a 12-month term. Contract will provide four additional one-year options with thirty (30) day notice. Total NTE for 5-year potential term is $3,175,000.00
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Pricing Agreement for shoulder surgery implants with Shoulder Innovations, for both total and reverse procedures.

UMC may purchase products based on the price list attached to the agreement up to the not to exceed annual total of $635,000, however there is no annual minimum quantities for purchase. The term of the agreement is 12 months, with the option to extend for four successive 1-year periods. The total amount UMC may potentially spend under the agreement for the potential 5-year term is $3,175,000.00.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
February 23, 2022

Agenda Item #
7

SUPPLY AGREEMENT

This **SUPPLY AGREEMENT**, dated as of October 21st, 2021 (this ***"Agreement"***), is entered into between **SHOULDER INNOVATIONS, INC.**, a Delaware corporation (***"Seller"***), and University Medical Center of Southern Nevada, (***"Buyer"***, and together with Seller, the ***"Parties"***, and each, a ***"Party"***).

RECITALS

WHEREAS, Seller is in the business of selling a total shoulder replacement system and products related thereto, and Buyer is in the business of caring for patients; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Products.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms have the meanings set forth or referred to in this Article I or in the Section in which they first appear in this Agreement.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Basic Purchase Order Terms" means, collectively, any one or more of the following terms specified by Buyer in a Purchase Order pursuant to Section 5.01: (a) a list of the Products to be purchased, including the model number; (b) the quantity of each of the Products ordered; (c) the requested delivery date; (d) the unit Price for each of the Products to be purchased; (e) the billing address; and (f) the Delivery Location. For the avoidance of doubt, the term "Basic Purchase Order Terms" does not include any general terms or conditions of any Purchase Order.

"Claim" means any Action brought against a Person entitled to indemnification under Article XV.

"Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

"Defective" means not conforming to the warranties in Section 14.01.

"Defective Products" means products shipped by Seller to Buyer pursuant to this Agreement that are Defective.

"Delivery Location" means the street address specified in the applicable Purchase Order.

"Excess Products" means any products received by Buyer from Seller pursuant to a Purchase Order that materially exceed the quantity of Products ordered by Buyer pursuant to this Agreement or any Purchase Order. Where the context requires, Excess Products are deemed to be Products for purposes of this Agreement.

"Forecast" means, with respect to any three (3) month period, a good faith forecast of Buyer's demand for each calendar month during the period, of Products, which approximates, as nearly as possible, based on information available at the time to Buyer, the Purchase Orders subsequently to be placed by Buyer for each such calendar month.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

"Individual Transaction" means any Purchase Order that has been accepted by Seller pursuant to Section 5.02.

"Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, websites, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; (f) semiconductor chips, mask works, and the like; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

"Nonconforming Products" means any products received by Buyer from Seller pursuant to a Purchase Order that: (a) do not conform to the model number listed in the applicable Purchase Order; (b) do not conform to the Seller's published specifications in effect as of the date of manufacture; or (c) materially exceed the quantity of Products ordered by Buyer pursuant to this Agreement or any Purchase Order. Where the context requires, Nonconforming Products are deemed to be Products for purposes of this Agreement.

"OFAC" means the Office of Foreign Assets Control of the US Treasury Department.

"Patents" means all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent

applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents, and patent utility models).

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

"Personnel" means agents, employees, or subcontractors engaged or appointed by Seller or Buyer.

"Products" means the products set forth in SCHEDULE 1, as Seller may amend in its sole discretion from time to time.

"Purchase Order" means Buyer's purchase order issued to Seller hereunder, including all terms and conditions attached to, or incorporated into, such purchase order.

"Representatives" means a Party's Affiliates, employees, officers, directors, partners, stockholders, agents, attorneys, third-party advisors, successors, and permitted assigns.

"Seller's Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed to Seller.

"Seller's Trademarks" means all Trademarks owned or licensed by Seller.

"Trademarks" means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, and domain names, and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

"Trade Secrets" means all inventions, discoveries, trade secrets, business and technical information, and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information and all rights therein.

ARTICLE II
AGREEMENT TO PURCHASE AND SELL PRODUCTS

Section 2.01 PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, during the Term, Seller shall, on a non-exclusive basis, sell to Buyer, and Buyer shall, on a non-exclusive basis, purchase from Seller, the Products.

Section 2.02 NO ANNUAL MINIMUM QUANTITIES. The Parties agree that notwithstanding any Forecasts: (a) Buyer is not obligated to purchase any annual minimum quantities from Seller under this Agreement; and (b) Seller is not obligated to sell any annual minimum quantities to Buyer under this Agreement.

ARTICLE III
TERMS OF AGREEMENT PREVAIL OVER BUYER'S PURCHASE ORDER

This Agreement is expressly limited to the terms of this Agreement and the Basic Purchase Order Terms contained in the applicable Purchase Order. The terms of this Agreement prevail over any terms or

conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in any Purchase Order or other document issued by Buyer. In the event of any conflict between the terms of this Agreement and the terms of any Purchase Order or any other document issued by Buyer, the terms of this Agreement prevail.

ARTICLE IV
NON-BINDING FORECASTS

Section 4.01 PROVISION OF FORECASTS. From time-to-time, Buyer may, but shall not be required to, provide Seller with Forecasts.

Section 4.02 FORECASTS ARE NON-BINDING. The Forecasts are for information purposes only and do not create any binding obligations on behalf of either Party. Neither Seller's nor Buyer's failure to comply with any Forecast is a breach of this Agreement.

ARTICLE V
ORDER PROCEDURE

Section 5.01 PURCHASE ORDERS. Buyer shall initiate all Purchase Orders in written form via facsimile, e-mail, or US mail, and cause all Purchase Orders to contain the Basic Purchase Order Terms. By placing a Purchase Order, Buyer makes an offer to purchase the Products pursuant to the terms and conditions of this Agreement, including the Basic Purchase Order Terms, and on no other terms. Except with respect to the Basic Purchase Order Terms, any variations made to the terms and conditions of this Agreement by Buyer in any Purchase Order are void and have no effect.

Section 5.02 SELLER'S RIGHT TO ACCEPT OR REJECT PURCHASE ORDER. Seller has the right, in its sole discretion, to accept or reject any Purchase Order. Seller may accept any Purchase Order by confirming the order (whether by written confirmation, invoice or otherwise) or by delivering such Products, whichever occurs first. No Purchase Order is binding on Seller unless accepted by Seller as provided in this Agreement.

Section 5.03 CANCELLATION OF INDIVIDUAL TRANSACTIONS. Seller may, without liability or penalty, cancel any Individual Transaction: (a) if Seller determines that Buyer is in violation of its payment obligations or has materially breached or is in material breach of this Agreement; or (b) pursuant to Seller's rights under Section 8.04. Buyer shall have no right to cancel or amend any Purchase Order submitted by it.

ARTICLE VI
SHIPMENT AND DELIVERY

Section 6.01 SHIPMENT. Unless expressly agreed to by the Parties in writing, Seller shall select the method of shipment of, and the carrier for, the Products. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of a Purchase Order.

Section 6.02 DELIVERY. Unless expressly agreed to by the Parties in any Individual Transaction, Seller shall deliver the Products to the Delivery Location, using Seller's (or manufacturer's, as the case may be) standard methods for packaging and shipping such Products. All prices are [FOB origin].

Section 6.03 **LATE DELIVERY.** Any time quoted by Seller for delivery is an estimate only. Seller is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Products.

Section 6.04 **PACKAGING AND LABELING.** Seller shall properly pack, mark, and ship Products and provide Buyer with shipment documentation showing the Purchase Order number, Seller's identification number for the subject Products, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

Section 6.05 **INSPECTION.** Buyer shall inspect the Products within five (5) days of receipt (***"Inspection Period"***) of the Products and either accept or, if such Products are Nonconforming Products or Excess Products, reject such Products. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products or Excess Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. If Buyer timely notifies Seller of any Nonconforming Products or Excess Products, Seller shall determine, in its sole discretion, whether the Products are Nonconforming Products or Excess Products. If Seller determines that the Products are Nonconforming Products or Excess Products, it shall, in its sole discretion:

(a) if such Products are Nonconforming Products, (i) replace such Nonconforming Products with conforming Products, or (ii) refund the Price for such Nonconforming Products, together with all shipping and handling expenses incurred by Buyer in connection therewith; or

(b) if such Products are Excess Products, refund the Price for such Excess Products, together with all shipping and handling expenses incurred by Buyer in connection therewith.

Buyer shall ship the Nonconforming Products or Excess Products to the facility directed by Seller. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer the replaced Products to the Delivery Location.

BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION 6.05(a) AND SECTION 6.05(b) OF THIS SECTION 6.05 ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS OR EXCESS PRODUCTS, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 14.03 WITH RESPECT TO ANY NONCONFORMING PRODUCTS OR EXCESS PRODUCTS FOR WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION 6.05.

Section 6.06 **LIMITED RIGHT OF RETURN.** Except as provided under Section 6.05 and 14.03, Buyer has no right to return Products purchased under this Agreement to Seller.

ARTICLE VII
TITLE AND RISK OF LOSS

Section 7.01 **TITLE.** Title to Products ordered under any Individual Transaction passes to Buyer upon delivery of such Products to the Delivery Location.

Section 7.02 **RISK OF LOSS.** Risk of loss to all Products ordered under any Purchase Order passes to Buyer upon Seller's tender of such Products to the carrier.

ARTICLE VIII
PRICE AND PAYMENT

Section 8.01 PRICE. Buyer shall purchase the Products from Seller in accordance with Seller's price list in effect at the time that Seller accepts the related Purchase Order, as set forth in SCHEDULE 1 attached hereto, as the same may be modified from time to time by Seller (***"Prices"***).

Section 8.02 SHIPPING CHARGES, INSURANCE AND TAXES. Buyer shall pay for, and shall hold Seller harmless from, all shipping charges and insurance costs. In addition, all Prices are exclusive of, and Buyer is solely responsible for, and shall pay, and shall hold Seller harmless from, all Taxes, with respect to, or measured by, the manufacture, sale, shipment, use or Price of the Products (including interest and penalties thereon); provided, however, that Buyer shall not be responsible for any Taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, Personnel or real or personal property or other assets.

Section 8.03 PAYMENT TERMS. Seller shall issue a monthly invoice for each Individual Transaction entered into during the applicable monthly period. Buyer shall pay all invoiced amounts due to Seller on within sixty (60) days from the date of such invoice, except for any amounts disputed by Buyer in good faith. Buyer shall make all payments in US dollars by check or wire transfer.

Section 8.04 UNSATISFACTORY CREDIT STATUS. If Seller determines that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights, Seller may without liability or penalty take any of the following actions: (a) accelerate all amounts owed by Buyer to Seller under this Agreement and any Individual Transaction; (b) on thirty (30) days' prior written Notice, modify the payment terms specified in Section 8.03 for outstanding and future Individual Transactions, including requiring Buyer to pay cash in advance; (c) cancel any previously accepted Purchase Orders; (d) delay any further shipment of Products to Buyer; (e) on thirty (30) days' prior written notice, terminate this Agreement; or (f) any combination of the above. No actions taken by Seller under this Section 8.04 (nor any failure of Seller to act under this Section 8.04) constitute a waiver by Seller of any of its rights to enforce Buyer's obligations under this Agreement including, but not limited to, the obligation of Buyer to make payments as required under this Agreement.

Section 8.05 INVOICE DISPUTES. Buyer shall notify Seller in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within thirty (30) days from the date of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in Section 8.03. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, Buyer's obligation to pay all due and undisputed invoice amounts.

Section 8.06 LATE PAYMENTS. In addition to all other remedies available under this Agreement or at Law (which Seller does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, Seller may (a) suspend the delivery of any Products, (b) reject Buyer's Purchase Orders pursuant to the terms of Section 5.02, (c) cancel accepted Purchase Orders pursuant to the terms of Section 5.03, or (d) terminate this Agreement pursuant to the terms of Section 11.03(a).

Section 8.07 PURCHASE MONEY SECURITY INTEREST. Buyer hereby grants Seller a security interest in all Products purchased hereunder (including Products, Nonconforming Products and Excess Products) and the proceeds therefrom to secure Buyer's payment obligations under this Agreement. Buyer

acknowledges that the security interest granted under this Section 8.7 is a purchase money security interest under Nevada law. Seller may file a financing statement for such security interest and Buyer shall execute any such statements or other documentation necessary to perfect Seller's security interest in such Products.

Section 8.08 NO SET-OFF RIGHT. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its Affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or Seller's Affiliates, whether relating to Seller's or its Affiliates' breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its Affiliates and (b) Seller or any of its Affiliates, or otherwise.

ARTICLE IX
COMPLIANCE WITH LAWS

Section 9.01 GENERAL COMPLIANCE WITH LAWS COVENANT. Buyer shall at all times comply with all Laws applicable to this Agreement, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Products. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Products and (b) not engage in any activity or transaction involving the Products, by way of shipment, use or otherwise, that violates any Law.

Section 9.02 OFAC REPRESENTATION AND WARRANTY. Buyer is in compliance with the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other Laws administered by OFAC or any other Governmental Authority imposing economic sanctions and trade embargoes (***"Economic Sanctions Laws"***) against countries (***"Embargoed Countries"***) and Persons designated in such Laws (collectively, ***"Embargoed Targets"***). Buyer is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.

Section 9.03 OFAC COVENANT. Without limiting the generality of Section 9.01, Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not: (a) directly or indirectly export, reexport, transship, or otherwise deliver the Products or any portion of the Products to an Embargoed Target; or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

Section 9.04 FOREIGN CORRUPT PRACTICES ACT REPRESENTATION AND WARRANTY. Buyer and its Representatives are in compliance with the Foreign Corrupt Practices Act of 1977, as amended (***"FCPA"***). Neither Buyer nor any of its Representatives has: (a) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or (d) failed to disclose fully any contribution or payment made by Buyer (or made by any Person acting on its behalf of which Buyer is aware) that violates the FCPA.

Section 9.05 FOREIGN CORRUPT PRACTICES ACT COVENANT. Without limiting the generality of Section 9.01, Buyer shall, and shall cause its Representatives to, comply with the FCPA, including maintaining and complying with all policies and procedures to ensure compliance with the FCPA.

ARTICLE X
INTELLECTUAL PROPERTY RIGHTS

Section 10.01 OWNERSHIP. Buyer acknowledges and agrees that:

(a) any and all Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors;

(b) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under this Agreement;

(c) any goodwill derived from the use by Buyer of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors, as the case may be;

(d) if Buyer acquires any Intellectual Property Rights, rights in or relating to any Products (including any rights in any Trademarks, derivative works, or patent improvements relating thereto) by operation of Law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the Parties; and

(e) Buyer shall use Seller's Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of Seller.

Section 10.02 PROHIBITED ACTS. Buyer shall not:

(a) take any action that might interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof;

(b) challenge any right, title, or interest of Seller in or to Seller's Intellectual Property Rights;

(c) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights;

(d) register or apply for registrations, anywhere in the world, for Seller's Trademarks or any other Trademark that is similar to Seller's Trademarks or that incorporates Seller's Trademarks in whole or in confusingly similar part;

(e) use any mark, anywhere that is confusingly similar to Seller's Trademarks in whole or in confusingly similar part;

(f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products or any Seller's Trademarks;

(g) misappropriate any of Seller's Trademarks for use as a domain name without prior written consent from Seller; or

(h) alter, obscure or remove any Seller's Trademarks, or Trademark or copyright notices or any other proprietary rights notices placed on the Products, marketing materials or other materials that Seller may provide.

ARTICLE XI
TERM; TERMINATION

Section 11.01 INITIAL TERM. The term of this Agreement commences on the date first set forth above and continues for a period of [twelve (12) months], unless and until earlier terminated as provided under this Agreement (the ***"Initial Term"***).

Section 11.02 RENEWAL TERM. Upon expiration of the Initial Term, this Agreement may be renewed for additional four (4) successive twelve (12) month terms with either Party providing written notice at least thirty (30) days prior to the end of the then-current term, or unless and until earlier terminated as provided under this Agreement (each a ***"Renewal Term"*** and together with the Initial Term, the ***"Term"***). If the Term is renewed for any Renewal Term(s) pursuant to this Section 11.02, the terms and conditions of this Agreement during each such Renewal Term are the same as the terms in effect immediately prior to such renewal, subject to any change in Prices payable for the Products and payment terms during the applicable Renewal Term.

Section 11.03 SELLER'S RIGHT TO TERMINATE. Seller may terminate this Agreement upon written notice to Buyer:

(a) if Buyer breaches any provision of this Agreement or any Individual Transaction (other than a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within ten (10) days after Buyer's receipt of written notice of such breach;

(b) if Buyer (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(c) if Buyer sells, leases or exchanges a material portion of Buyer's assets, Buyer merges or consolidates with or into another Person, or a change in Control of Buyer occurs, in any case, without Seller's prior written consent; or

(d) at any time in Seller's discretion, provided that the effective date of termination specified by Seller in such Notice is at least thirty (30) days after the date of such Notice.

Section 11.04 BUYER'S RIGHT TO TERMINATE. Buyer may terminate this Agreement upon written notice to Seller:

(a) if Seller breaches any material provision of this Agreement or any Individual Transaction and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within ten (10) days after Seller's receipt of written notice of such breach;

(b) if Seller (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by

order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(c) in the event of a Force Majeure Event affecting the Seller's performance of this Agreement for more than sixty (60) consecutive days.

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

Section 11.05 EFFECT OF TERMINATION.

(a) Expiration or termination of the Term will not affect any rights or obligations of the Parties that: (i) come into effect upon or after expiration or termination of this Agreement; or (ii) otherwise survive the expiration or earlier termination of this Agreement pursuant to Section 17.03 and were incurred by the Parties prior to such expiration or earlier termination.

(b) Any Notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Products to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Products had been accepted by Seller. With respect to any Products that are still in transit upon termination of this Agreement, Seller may require, in its sole and absolute discretion, that all sales and deliveries of such Products be made on either a cash-only or certified check basis.

(c) Upon the expiration or earlier termination of this Agreement, Buyer shall promptly: (i) return to Seller all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Seller's Confidential Information; (ii) permanently erase all of Seller's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems. Buyer shall destroy any such copies upon the normal expiration of its backup files; and (iii) certify in writing to Seller that it has complied with the requirements of this clause.

(d) Subject to Section 11.05(a), the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity, or otherwise.

ARTICLE XII
CONFIDENTIALITY

Section 12.01 SCOPE OF CONFIDENTIAL INFORMATION. From time to time during the Term, Seller (as the ***"Disclosing Party"***) may disclose or make available to Buyer (as the ***"Receiving Party"***) information about its business affairs, goods and services, confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, ***"Confidential Information"***). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence:

(a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article XII by the Receiving Party or any of its Representatives;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;

(c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party;

(d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or

(e) is required to be disclosed pursuant to applicable Law.

Section 12.02 PROTECTION OF CONFIDENTIAL INFORMATION. The Receiving Party shall, for ten (10) years from disclosure of such Confidential Information:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

(c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

The Receiving Party shall be responsible for any breach of this Article XII caused by any of its Representatives. At any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall, pursuant to Section 11.05(c), promptly return all Confidential Information and copies thereof that it has received under this Agreement.

Section 12.03 PUBLIC RECORDS: Seller acknowledges that Buyer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents

available to copying and inspection by the public. If Buyer receives a demand for the disclosure of any information related to the Agreement which Seller has claimed to be confidential and proprietary, Buyer will immediately notify Seller of such demand and Seller shall immediately notify Buyer of its intention to seek injunctive relief in a Nevada court for protective order. Seller shall indemnify, defend and hold harmless Buyer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Seller documents in Buyer's custody and control in which Seller claims to be confidential and proprietary.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

Section 13.01 BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that:

(a) it is a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutesand in good standing in the jurisdiction of its organization;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(c) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

(d) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;

(e) when executed and delivered by each of Seller and Buyer, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;

(f) it is in material compliance with all applicable Laws relating to this Agreement, the Products and the operation of its business;

(g) it is not insolvent and is paying all of its debts as they become due; and

(h) all financial information that it has provided to Seller is true and accurate and fairly represents Buyer's financial condition.

Section 13.02 SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that:

(a) it is a corporation duly organized, validly existing and in good standing in the jurisdiction of its incorporation;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

(c) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

(d) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(e) when executed and delivered by each of Buyer and Seller, this Agreement will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

ARTICLE XIV
PRODUCT WARRANTIES

Section 14.01 LIMITED WARRANTY. Seller warrants to Buyer that: (a) no Products will be Nonconforming Products; and (b) for a period of [twelve (12) months] from the date of shipment of the Products (the ***"Warranty Period"***), that such Products will materially conform to Seller's published specifications in effect as of the date of manufacture.

Section 14.02 WARRANTY LIMITATIONS. The warranties under Section 14.01 do not apply where the Products have: (a) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller; (b) been reconstructed, repaired, or altered by Persons other than Seller or its authorized Representative; or (c) been used with any Third-Party Product, hardware or product that has not been previously approved in writing by Seller.

Section 14.03 BUYER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS. Notwithstanding any other provision of this Agreement (except for Section 14.06), this Section 14.03 contains Buyer's exclusive remedy for Defective Products. Buyer's remedy under this Section 14.03 is conditioned upon Buyer's compliance with its obligations under Section 14.03(a) and Section 14.03(b) below. During the Warranty Period, with respect to any allegedly Defective Products:

(a) Buyer shall notify Seller, in writing, of any alleged claim or defect within thirty (30) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);

(b) Buyer shall ship, at its expense and risk of loss, such allegedly Defective Products to Seller's facility for inspection and testing by Seller;

(c) If Seller's inspection and testing reveals, to Seller's reasonable satisfaction, that such Products are Defective and any such defect has not been caused or contributed to by any of the factors described under Section 14.02, Seller shall in its sole discretion, and at its expense (subject to Section 14.03(b) and Section 14.03(d)), (i) repair or replace such Defective Products, or (ii) credit or refund the Price of such Defective Products less any applicable discounts, rebates or credits; and

(d) If Seller exercises its option to repair or replace, Seller shall, after receiving Buyer's shipment of such Defective Products, ship to Buyer, at Seller's expense and risk of loss, the repaired or replaced Products to the Delivery Location.

Buyer has no right to return for repair, replacement, credit, or refund any Products except as set forth in this Section 14.03 (or if otherwise applicable, Section 6.05). In no event shall Buyer reconstruct, repair, alter, or replace any Products, in whole or in part, either itself or by or through any third party.

THIS SECTION 14.03 SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14.01.

Section 14.04 THIRD-PARTY PRODUCTS. Products manufactured by a third party (***"Third Party Product"***) may contain, be contained in, incorporated into, attached to or packaged together with the Products. Third Party Products are not covered by the warranty in Section 14.01. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third Party Product.

Section 14.05 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN Section 14.01, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 13.02 AND 14.01 OF THIS AGREEMENT.

Section 14.06 WITHDRAWAL OF PRODUCTS. If Seller determines that any Products sold to Buyer may be Defective, at Seller's request, Buyer shall withdraw all similar Products from sale and, at Seller's option, either return such Products to Seller (pursuant to the terms of Section 14.03(b)) or destroy the Products and provide Seller with written certification of such destruction. Notwithstanding the limitations of Section 14.03, if Buyer returns all withdrawn Products or destroys all withdrawn Products and provides Seller with written certification of such destruction within ten (10) days following Seller's withdrawal request, in either case consistent with Seller's instructions, Seller shall (a) repair or replace all such returned Products or (b) replace such destroyed Products, in either case pursuant to the terms of Section 14.03(d). Buyer's remedy hereunder is not available if any such defect has been caused or contributed to by any of the factors described under Section 14.02. THIS SECTION 14.06 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 14.06.

ARTICLE XV
INDEMNIFICATION

Section 15.01 EXCEPTIONS AND LIMITATIONS ON INDEMNIFICATION. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party's or its Personnel's: (a) negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) bad faith failure to comply with any of its obligations set forth in this Agreement.

ARTICLE XVI
LIMITATION OF SELLER'S LIABILITY

Section 16.01 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 16.02 MAXIMUM LIABILITY. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER PURSUANT TO THIS AGREEMENT.

ARTICLE XVII
MISCELLANEOUS

Section 17.01 FURTHER ASSURANCES. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Section 17.02 ENTIRE AGREEMENT.

(a) Subject to Article III, this Agreement, including all related exhibits, schedules, attachments and appendices, together with the Basic Purchase Order Terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(b) Without limitation of anything contained in Section 17.02(a), Buyer acknowledges that except for the representations and warranties contained in Article XIII and the limited product warranty contained in Section 14.01, neither Seller nor any other Person has made or makes any express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty arising from statute or otherwise in law.

Section 17.03 SURVIVAL; STATUTE OF LIMITATIONS. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of twelve (12) months after such expiration or termination, and the other provision of this Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. All other provisions of this Agreement shall not

survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no Action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival or other period set forth in this Section 17.03 and the Parties waive the right to file any such Action after the expiration of the applicable survival or other period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to Seller under this Agreement.

Section 17.04 NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a ***"Notice"***) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 17.04). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 17.04.

Notice to Seller:

Shoulder Innovations, Inc.
1535 Steele Ave SW Suite B
Grand Rapids, MI 49507
Attention: Matthew Ahearn

Notice to Buyer:

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102
Attention: Janet David-Lustina

With a copy to:

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102
Attention: Legal Department

Section 17.05 INTERPRETATION. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 17.06 HEADINGS. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Section 17.07 SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 17.08 AMENDMENT AND MODIFICATION. Unless otherwise provided in this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party.

Section 17.09 WAIVER. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (b) any act, omission, or course of dealing between the Parties.

Section 17.10 CUMULATIVE REMEDIES. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 6.05 and Section 14.03 and Article XV are Buyer's exclusive remedies for the events specified therein.

Section 17.11 EQUITABLE REMEDIES. Buyer acknowledges and agrees that (a) a breach or threatened breach by Buyer of any of its obligations under Article XII would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Buyer of any such obligations, Seller shall, in addition to any and all other rights and remedies that may be available to Seller at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Buyer agrees that Buyer will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 17.11.

Section 17.12 ASSIGNMENT. Neither party may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except either party may assign any of its rights or delegate any of its obligations to any Affiliate or to any Person acquiring all or substantially all of that party's assets. Any purported assignment or delegation in violation of this Section 17.12 is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.

Section 17.13 SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

Section 17.14 NO THIRD-PARTY BENEFICIARIES. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 17.15 CHOICE OF LAW. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of Nevada, US, without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Nevada. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement

Section 17.16 CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the Clark County, Nevada for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each Party anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the Parties irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each Party irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

Section 17.17 COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 17.18 FORCE MAJEURE. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) Law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a ***"Force Majeure Event"***).

Section 17.19 RELATIONSHIP OF PARTIES. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Buyer is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

SHOULDER INNOVATIONS, INC.

By: 
Name: **Matthew Ahearn**
Title: **COO**

BUYER:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Name: _____
Title: _____

SCHEDULE 1

DESCRIPTION OF PRODUCTS AND PRICES

REFER TO EXHIBIT A

27887455.2

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Shoulder Innovations, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1535 Steele Ave SW Suite B	**Website: www.shoulderinnovations.com**
City, State and Zip Code:	Grand Rapids, MI 49507	**POC Name: Matthew Ahearn** **Email: matt@shoulderinnovations.com**
Telephone No:	616-566-0286	**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)
N/A		

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

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

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

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

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

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

Signature

Matthew Ahearn
Print Name

Chief Operating Officer
Title

10/11/21
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Two to RFP 2019-16 Service Agreement for Self-Pay Bad Debt with Aargon Agency, Inc. d/b/a Aargon Collection Agency**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Two to RFP 2019-16 Service Agreement with Aargon Agency, Inc. d/b/a Aargon Collection Agency for collection agency self-pay bad debt services; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000853000 Funded Pgm/Grant: N/A
Description: Collection Agency for Self-Pay Bad Debt
Bid/RFP/CBE: RFP 2019-16
Term: Amendment 2 – same Term
Amount: Amendment 2 – effective March 1, 2022, additional NTE $200,000 per year or new NTE total amount of $750,000 per year
Out Clause: 30 days w/o cause

BACKGROUND:

On February 26, 2020, the Governing Board awarded RFP No. 2019-16, Collection Agency for Self-Pay Bad Debt, to Aargon Agency, Inc. d/b/a Aargon Collection Agency (Aargon). Aargon provides bad debt collection services for self-pay balances to all unresolved accounts assigned by UMC at Day 121. Efforts include, but are not limited to, outgoing dialing campaigns, letters and email messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes. The Agreement Term is from April 1, 2020 through March 31, 2023 with the option to extend for two (2) one-year periods unless terminated with a 30-day written notice. Compensation is NTE $550,000 per year.

Amendment One, effective April 5, 2021, updated the scope of work and fee schedule.

This Amendment Two requests to: (i) increase the annual funding amount from NTE $550,000 per year to NTE $750,000 per year, and (ii) update the Fee Schedule to comply with Senate Bill 248 on mailing compliance.

Cleared for Agenda
February 23, 2022

Agenda Item #
8

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

Aargon currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

AMENDMENT TWO TO SERVICE AGREEMENT FOR SELF-PAY BAD DEBT

THIS AMENDMENT TWO to the RFP No. 2019-16 Service Agreement for Self-Pay Bad Debt (this "Amendment Two"), is entered into by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL") and Aargon Agency, Inc. d/b/a Aargon Collection Agency (hereinafter referred to as "COMPANY") with the intent it be effective as of the date of last signature ("Amendment Effective Date"). HOSPITAL and COMPANY may be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain RFP 2019-16 Service Agreement for Collection Agency Self-Pay Bad Debt ("Agreement") which became effective on April 1, 2020;

WHEREAS, on April 5, 2021, the Parties entered into that certain Amendment One amending the Scope of Work (Attachment A) and Fees/Invoices (Attachment B) sections;

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

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

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

1. Effective March 1, 2022, Section II.A. Compensation, is hereby amended to add an additional funding of $200,000.00 per year for a new not-to-exceed yearly amount of $750,000.00 for the Term of the Agreement.

2. Section 1. Fees/Invoices as provided in Attachment B (Fee Schedule), shall be deleted in its entirety and replaced with the following:

   HOSPITAL agrees to pay COMPANY the following contingency rates based on age from Self-Pay date in HOSPITAL's electronic health record system:

   - For placed accounts with collections between day 121 through day 240 — 11%
   - For placed accounts with collections on day 241 or greater — 14%
   - Legal action (only applies when HOSPITAL approved lawsuit is filed) — 19%
     - For larger balance accounts of $5,000.00 and greater
   - For all mailings compliant with SB248 to be billed weekly — $6.00/letter
     - For accounts placed greater than $25.00 and paid within 30 days from invoice date.

3. This Amendment Two shall remain in effect for the Term provided in Section I of the Agreement, unless the Agreement is terminated sooner in accordance with Section IX (Termination).

4. Except as set forth herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment Two, the terms and conditions of this Amendment Two shall govern, prevail, and control. All references to the Agreement shall include this Amendment Two.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment Two as of the date of their signatures below.

Aargon Agency, Inc. d/b/a Aargon Collection Agency	**University Medical Center of Southern Nevada**
Signature	Signature
Duane Christy CEO	
Printed Name and Title	Printed Name and Title
1-31-22	
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: 43

Corporate/Business Entity Name:	Aargon Agency, Inc. and Total Credit Recovery	
(Include d.b.a., if applicable)	Aargon Collection Agency	
Street Address:	8668 Spring Mountain Road, Suite 110	**Website:** www.aargon.com
City, State and Zip Code:	Las Vegas, NV 89117	**POC Name:** Duane Christy **Email:** duane@aargon.com
Telephone No:	702-220-7037 ext. 120	**Fax No:** 702-220-7036
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Revenue Cycle Management Missouri LLC	Owner	100%

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

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

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

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

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

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

Signature: [signature] Print Name: Duane Christy

Title: CEO Date: 1-31-22

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Fourth Amendment to InterQual Agreement with Change Healthcare Technologies, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Fourth Amendment to Agreement with Change Healthcare Technologies, LLC for renewal of the InterQual licenses, training and certifications; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000829000 Funded Pgm/Grant: N/A
Description: InterQual Licenses, Training and Certifications
Bid/RFP/CBE: RFI 2009-10
Term: Amendment 4 – extend for five (5) years from 11/15/2021 to 11/14/2026
Amount: Amendment 4, additional:

InterQual License Fees	$180,660.49
Training & Certifications	$ 23,750.00
TOTAL for 5 Years	$204,410.49

Out Clause: 60 days prior to the expiration of the then current Term

BACKGROUND:

On March 21, 2013, UMC executed an Order Form ("Agreement") with Change Healthcare Technologies, LLC (CHC) (previously called McKesson Health Solutions, LLC) for the purchase of InterQual software licenses to assist in medical decision-making when treating acute adult and acute pediatric patients. The InterQual criteria established in the program is a first-level screening tool to assist in determining if the proposed services are clinically indicated and provided in the appropriate level or whether further evaluation is required.

First Amendment, effective July 1, 2013, added the Symphonia HL7 Interface Enabler and updated Exhibits A to E. Second Amendment, effective November 17, 2016, updated the Fees, extended the Term of the Agreement for five (5) years ending November 14, 2021, terminated certain software products, migrated to

Cleared for Agenda
February 23, 2022

Agenda Item #
9

InterQual Connect and added ILS LOC Training. Third Amendment, effective August 19, 2020, updated Exhibits 1 and 2 of InterQual Connect and terminated the use of the InterQual Review Manager software.

This Fourth Amendment requests to (i) extend the Term of the Agreement for five (5) years ending November 14, 2026; (ii) update the Product List with a new Exhibit 1; (iii) update the License Fee Schedule with a new Exhibit 2; and (iv) update the ILS LOC Training and add IQCI Certifications with a new Exhibit 3.

UMC will compensate CHC an additional total of $204,410.49. Either party may terminate this Agreement with a 60-day written notice to the other prior to the expiration of the then current Term.

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

A Clark County business license is not required because this Agreement is for the provision of remote services.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

CHANGE HEALTHCARE

University Medical Center of Southern Nevada
Customer No. 1008590
Amendment No. 36923v5
Quote No. 182123
January 26, 2022

Amendment

This **Fourth Amendment** ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC" or "Change Healthcare") and University Medical Center of Southern Nevada ("Customer"). This Amendment is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
Amendment No. 31721	August 19, 2020
Renewal Order No. 28772	November 15, 2016
Amendment No. 23228	July 1, 2013
Order Form No. 21949	March 21, 2013

Purpose

Customer wishes to renew the Agreement.

The parties agree to the following terms.

Exhibits

1	**Product Terms, Products and Facilities**
2	**Fees**
3	**Implementation, Education and Consulting Services Terms**

Terms and Conditions

1. **Renewal Term.**

   The Term of the Agreement for the Products listed in Exhibit 1 to this Amendment will renew for a term of five (5) years beginning on November 15, 2021 ("Renewal Term Start Date") and ending on November 14, 2026 ("Renewal Term"). The Agreement will not renew beyond the Renewal Term without the express, written consent of both parties.

2. **Migration Amendment Incorporation.** The terms of InterQual Connect Migration Amendment No. 31721, effective August 19, 2020, are incorporated into this Amendment as if fully set forth herein.

3. **Fees.** The annual License fees for the Products listed in Exhibit 1 to this Amendment are as set forth in Exhibit 2.

4. **Training and Certification.** The project scope and fees for the InterQual Learning Source (ILS) Acute Criteria and the InterQual Certified Instructor (IQCI) Acute Care certifications are set forth in Exhibit 3.

5. **Discount Reporting.** This Amendment, and any discounts provided under this Amendment, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Amendment and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount.

6. **Administration.**

Sold To:	**Bill To:**
University Medical Center of Southern Nevada	University Medical Center of Southern Nevada
1800 West Charleston Boulevard	1800 West Charleston Boulevard
Las Vegas, NV 89102	Las Vegas, NV 89102
	Attention: Kevin Jarrett-Lee, Care Management Director
	Telephone: (702) 383-2460
	E-mail: Kevin.Jarrett-Lee@umcsn.com
Tax Status*	
Tax Exempt Id No. On File	
Taxable: ☐ Yes ☒ No	*If Customer is not tax-exempt, taxes will be based on the state Customer provides in the "Ship To" section of this Amendment.
Ship To:**	
**See Facilities information on Exhibit 1.	

7. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

[SIGNATURE PAGE FOLLOWS]

Change Healthcare Technologies, LLC	**University Medical Center of Southern Nevada**
By: Shaun Hamman	By:
Name: Shaun Hamman	Name: Mason Van Houweling
Title: Senior Sales Executive	Title: Chief Executive Officer
Date: 01/26/2022	Date:

Exhibit 1

Product Terms, Products and Facility

1. **Third Party Products.**

   a. CHC may provide Third-Party Products to Customer together with, or incorporated into, the CHC Product. Customer is authorized to use these Third-Party Products solely with the related CHC Product. Customer's use of Third-Party Products is subject to the terms of this Amendment and any applicable terms on https://customerconnection.changehealthcare.com/tpt/login ("Third-Party Terms"), which Customer may access using the following confidential login information:

      User ID: contractprovisions@changehealthcare.com

      Password (case sensitive): Portal!Access

   b. For the avoidance of doubt, if there are no Third-Party Terms for the Third-Party Products listed on the CHC Customer Portal, then no Third-Party Terms apply. However, if any Third-Party Terms conflict with this Amendment, then the conflicting Third-Party Terms control only with respect to the Third-Party Solution to which they apply; provided, however, that no such rules or restrictions shall apply to Customer if in conflict with Customer's obligations under applicable state law. CHC may substitute any Third-Party Product licensed to Customer with different Products or Services containing similar features and functionality. If a Third-Party raises its fees for a Third-Party Solution, CHC will not increase such Third-Party fees until renewal of the Agreement with Customer.

2. **Clinical Content.**

   a. Applicable Clinical Content License. Clinical Content may only be accessed and used through certain licensed Software, Products, or Services. Customer's license to the Clinical Content is subject to the same license and use restrictions as the applicable licensed Software, Products, or Services.

   b. Copying of Clinical Content.

      i. Definitions. In this section:

         "Member," "Insured," "Participant," and "Beneficiary" are used interchangeably to mean an enrollee, covered person, policy holder, or subscriber of an insurance carrier.

         "Provider" means a health care professional or facility and a Provider may be referred to as participating, non-participating, contracted, non-contracted or out-of-network to identify whether the Provider has a contractual relationship with an insurance carrier.

      ii. Permitted Ad-Hoc Disclosures. Customer may disclose the Clinical Content on an ad-hoc basis in the smallest increments or portions feasible under the circumstances or as legally required for disclosure with the CHC Statement of Disclosure, all as set forth below:

         (1) to a Member included as one of Customer's Covered Lives under the Agreement when the Clinical Content have been referenced in the

process of denying, limiting, or discontinuing authorization of services for the Member;

(2) to a Member for the sole purpose of satisfying Customer's contractual obligations to report review results;

(3) to a participating or out-of-network Provider of health care services subject to Customer's medical necessity review and for use in case specific discussions;

(4) to a public agency or independent review organization in connection with conducting an independent external review of or conducting an appeal of Customer's medical necessity determination in a specific case when the Clinical Content have been referenced in the process of making said determination;

(5) to a public agency to comply with a statutory or regulatory mandate requiring the Clinical Content to be filed with the agency (electronic access to the copy to be furnished to CHC as soon as practicable prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure); or

(6) pursuant to a judicial order or subpoena (copy to be furnished to CHC by at least five (5) business days' notice prior to any disclosure so that CHC may, at its option, object to or dispute the disclosure, or, if the scheduled time for the disclosure is less than five (5) business days, then as soon as possible prior to disclosure).

iii. If Customer has reason to request flexibility to disclose Clinical Content beyond the requirements as set forth in the subsections above, Customer and CHC agree to work cooperatively prior to disclosure to ensure appropriate measures are in place for protecting CHC's intellectual property, trade secrets and confidential information.

iv. Customer's disclosure and CHC's agreement for disclosure of Clinical Content pursuant to this section to comply with regulatory or legal requirements does not constitute a waiver of CHC's rights to protect its intellectual property, trade secrets and confidential information.

v. In connection with each disclosure/distribution, all Clinical Content copies will prominently display on the cover page and/or introductory screen CHC's trademark and copyright notices and Proprietary Notice, as provided herein, and Customer will maintain and furnish the disclosure/distribution to CHC upon request.

vi. The following is the CHC Statement of Disclosure to be provided with each disclosure/distribution of the Clinical Content.

Change Healthcare's Statement of Disclosure

The Clinical Content you are receiving is confidential and proprietary information and is being provided to you solely as it pertains to the information requested. Under copyright law, the Clinical Content may not be copied, distributed, or otherwise reproduced. In addition, the Clinical Content may

contain advanced clinical knowledge which we recommend you discuss with your physician upon disclosure to you.

The Clinical Content reflects clinical interpretations and analyses and cannot alone either (a) resolve medical ambiguities of particular situations; or (b) provide the sole basis for definitive decisions. The Clinical Content is intended solely for use as screening guidelines with respect to medical appropriateness of healthcare services and not for final clinical or payment determinations concerning the type or level of medical care provided, or proposed to be provided, to a patient; all ultimate care decisions are strictly and solely the obligation and responsibility of your health care provider.

3. **Protected Health Information.** The parties hereby agree that the use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), in connection with this Amendment, will be governed by the Business Associate Amendment dated June 18, 2010, which is herein incorporated into this Amendment as if fully set forth herein.

[FACILITY PAGE FOLLOWS]

Facility

# indicates a product being added to the license as of the Renewal Term Start Date

Facility
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102

Attn: Grace Jamison-Gregory, Interim Director, Care Management
Tel: +1 (702) 383-2460
E-Mail: grace.jamison-gregory@umcsn.com

		Size / Type
	InterQual® Clinical Content	
	InterQual® Acute Adult Criteria	541 / Beds
	InterQual® Acute Pediatric Criteria	541 / Beds
	Software	
	InterQual Learning Basics	541 / Beds
	InterQual® Connect Medical Review Service (Core)	541 / Beds
	InterQual® Interrater Reliability Standard Tests	541 / Beds
#	InterQual® Review Manager (Non-Production)	541 / Beds
#	InterQual® Review Manager (SQL)	541 / Beds
	InterQual® View (Included)	541 / Beds
	InterQual® View (SQL)	541 / Beds
	3rd Party	
#	Oracle JDBC8 Driver - IQ	541 / Beds
#	SAP - Business Objects Crystal Reports – 2008 Runtime	541 / Beds

Exhibit 2

Fees

1. **Payment Schedule for Products License Fees:** Annual payments for the Products and the number of Beds are not subject to decrease. These are in addition to all other fees due under the Agreement.

$31,881.26	due within 30 days of invoice after the Amendment Effective Date (for the period 11/15/2021 to 11/14/2022).
$34,006.68	due within 30 days of invoice after the first anniversary of the Renewal Term Start Date (for the period 11/15/2022 to 11/14/2023).
$36,132.10	due within 30 days of invoice after the second anniversary of the Renewal Term Start Date (for the period 11/15/2023 to 11/14/2024).
$38,257.52	due within 30 days of invoice after the third anniversary of the Renewal Term Start Date (for the period 11/15/2024 to 11/14/2025).
$40,382.93	due within 30 days of invoice after the fourth anniversary of the Renewal Term Start Date (for the period 11/15/2025 to 11/14/2026).

Grand Total: $180,660.49

Exhibit 3

Implementation, Education and Consulting Services Terms

InterQual® Services: ILS Training & IQCI Certification

1.0 SERVICE PRICING (MHS18024-M)

InterQual Services	Number of Participants	Fee (Year 1)	Annual Fee (Years 2-5)
InterQual Learning Source (ILS) Level of Care (LOC): InterQual® (Acute) • Virtual Instructor-Led Training (VILT) - LOC: InterQual Acute Criteria	1-4 participants Material: 75005568	$1,000.00	
IQCI: InterQual® Certified Instructor-Initial (on-site) • Acute Care	1 session; 1-2 participants Estimated 2.5 days Material: 75002916	$8,750.00	
IQCI: InterQual® Certified Instructor-recert (virtual) • Acute Care	1 session annually; 1-2 participants per session Estimated 1 day per session Material: 75002924		$3,500.00
	Fixed Fee Total:	**$9,750.00**	**$3,500.00**

Payment Terms - Services Fees

$9,750.00	*due within 30 days of invoice after the Amendment Effective Date (for the period 11/15/2021 to 11/14/2022).
$3,500.00	*due within 30 days of invoice after the first anniversary of the Renewal Term Start Date (for the period 11/15/2022 to 11/14/2023).
$3,500.00	*due within 30 days of invoice after the second anniversary of the Renewal Term Start Date (for the period 11/15/2023 to 11/14/2024).
$3,500.00	*due within 30 days of invoice after the third anniversary of the Renewal Term Start Date (for the period 11/15/2024 to 11/14/2025).
$3,500.00	*due within 30 days of invoice after the fourth anniversary of the Renewal Term Start Date (for the period 11/15/2025 to 11/14/2026).

* plus any applicable taxes

Grand Total: $23,750.00

2.0 STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide") which may be amended at Change Healthcare's discretion and is incorporated herein by reference. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account

Manager or download from Customer Connection. At no time will there be a material change that will reduce or adversely affect the Services to be delivered.

3.0 ASSUMPTIONS

3.1 Customer will incur additional fees and training material costs for each additional participant beyond the agreed upon maximum number of participants identified herein and/or each additional instructor-led session requested beyond the Change Healthcare recommended number of session(s). Subject to Customer's written acceptance, Customer will be billed separately for additional participants and/or sessions not covered by this Amendment.

3.2 Customer acknowledges that Services will be provided only for licensed Facilities under the Agreement.

3.3 Training Services will not be carried over from prior years.

3.4 Training includes all applicable self-paced trainings.

3.5 All applicable self-paced education should be completed prior to any VILT session(s).

4.0 DEFINITIONS

"Fixed Fee ("FF")" means that the Services will be delivered by Change Healthcare at a set price considering the project scope and the time and resources necessary to complete the Services.

"New User" refers to staff that are new to the use of the InterQual Acute Criteria.

"VILT" means virtual instructor-led training. This method of delivering traditional classroom courses using the Internet and teleconferencing technologies whereby the instructor and students are at independent locations.

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: 2

Corporate/Business Entity Name:	Change Healthcare Technologies, LLC	
(Include d.b.a., if applicable)		
Street Address:	5995 Windward Parkway	**Website:** www.changehealthcare.com
City, State and Zip Code:	Alpharetta, GA 30005	**POC Name:** Elizabeth Way **Email:** elizabeth.way@changehealthcare.com corporatesecretary@changehealthcare.com
Telephone No:	615-932-3000	**Fax No:** 404-420-2300
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)
See officer list attached.		

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.

Loretta A. Cecil

Signature

Loretta A. Cecil

Print Name

Secretary

Title

1/3/2020

Date

Change Healthcare Technologies, LLC Officers
Neil E. de Crescenzo – President & CEO
Fredrik J. Eliasson – CFO & Treasurer
Paul Rareshide - Controller
Derrick Kirkwood – VP, Tax
John McGoun – VP, Procurement
Loretta Cecil – Secretary
Carrie Ratliff – Assistant Secretary
Joe Ashkouti – Assistant Secretary

*This entity does not have directors

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to SmartForce Workforce Management Software Agreement with Ability Network, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to SmartForce Workforce Management Software Agreement with Ability Network, Inc.; grant authority for Chief Executive Officer to execute any Amendment or extension within his delegation; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000722300
Funded Pgm/Grant: N/A
Description: Online Scheduling tool
Bid/RFP/CBE: NRS 332.115(1)(h) – Computer Software
Term: 36 months
Amount: NTE $712,250.00
Out Clause: 60 days w/o cause prior to any renewal term

BACKGROUND:
In February 2019, Ability Network Inc. ("Ability") and UMC entered into a Service Agreement and Business Associate Agreement (collectively, the "Agreement") to utilize Ability software services for online scheduling of shift-based employees. UMC is currently using KRONOS for time and attendance and Kaufman Hall for productivity metrics.

Ability provides UMC with software service modules for employee credentials and UMC's financial and scheduling metrics, replacing the agreements with Kronos and Kaufman Hall. The software will automate the scheduling process, provide visibility in all aspects of scheduling, facilitate staff communication, deliver real-time access to staff and leverage extensive reporting.

The cost for the software package is $19,312.50 per month for twelve (12) months with a one-time installation fee of $12,500. The agreement auto-renews for two (2) additional annual periods unless UMC provides Ability with a 60-day notice of termination prior to each annual term. The total not-to-exceed was $707,750.00, which includes a 3% annual increase.

Amendment 1 adds a one-time fee for a new feature to import personnel records to bring the NTE amount to $712,250.00.

Cleared for Agenda
February 23, 2022

Agenda Item #
10

UMC's Chief Information Officer has reviewed and recommends approval of this Agreement. This Agreement 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 February 16, 2022 meeting and recommended for approval by the Governing Board.

Ability Network, Inc. does not hold a Clark County License.

ABILITY®
An Inovalon Company

FIRST AMENDMENT TO ORDER FORM Q-97861-1

This amendment ("Amendment") is made and entered into as of the date of Customer's signature below ("Amendment Effective Date") by and between ABILITY Network Inc. ("ABILITY") and University Medical Center of Southern Nevada ("Customer"), who may be jointly referred to as the "Parties" or individually a "Party";

The Parties entered into that certain Order Form Q-97861-1 ("Agreement"), made effective 5/27/2021;

The Parties wish to amend certain terms of the Agreement as contained within this Amendment; As such, the Parties agree as follows:

1. On Page 1 of the Agreement, the Services table shall be modified by adding the additional One Time fee service as set forth in the table below:

Fee Type	Quantity	Service	Service Description	Sales Price	Total Price
One Time	1.00	SF-IMPORT-PERSONNEL	ABILITY | SMART FORCE Scheduler Import Personnel	$4,500.00	$4,500.00

2. On Page 2 of the Agreement, the "Services" section is amended to include the following service description below:

   - ABILITY | SMART FORCE Scheduler Import Personnel: Import of Customer personnel information into the ABILITY | SMARTFORCE Scheduler service.

3. Customer shall be invoiced the One Time fee of $4,500.00 for the ABILITY | SMART FORCE Scheduler Import Personnel Service on or around the Amendment Effective Date.

4. Except as set forth and modified within this Amendment, the Agreement shall remain unaffected and shall continue to be in full force and effect in accordance with its terms. In case of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

The Parties hereto, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Amendment, effective as of the Amendment Effective Date.

ABILITY Network Inc.	**University Medical Center of Southern Nevada**
By: DocuSigned by: Tom Schultz F78516E1AB9E4C9...	By:
Printed Name: Tom Schultz	Printed Name: Mason Van Houweling
Title: SVP	Title: Chief Executive Officer
Date: 2/1/2022	Date:

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	ABILITY Network Inc.	
(Include d.b.a., if applicable)		
Street Address:	100 North 6th Street, Suite 900A	**Website: www.abilitynetwork.com**
City, State and Zip Code:	Minneapolis, MN 55403	**POC Name: Pat Lucyshyn** **Email: pat.lucyshyn@abilitynetwork.com**
Telephone No:	813,288,3240	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Inovalon, Inc.		100% ownership

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

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

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

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

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

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

Signature — Print Name: Ken Ernsting

Title: SVP, Operations — Date: 1/2/2019

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Service Agreement for Translation Services with CyraCom International, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Agreement, and exercise any extension options with CyraCom International, Inc. for Translation Services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853600
Funded Pgm/Grant: N/A
Description: Interpretation and Translation Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: 6/1/2022 – 10/31/2024
Amount: NTE $832,500.00
Out Clause: 15 days w/o cause

BACKGROUND:

This request is to enter into a new Service Agreement for Interpretation and Translation Services with CyraCom International, Inc. to provide Over-the-Phone Interpretation (OPI), Document Translation, and Video Remote Interpretation (VRI) services (collectively "Services"). The Joint Commission, Section 1557 of the Affordable Care Act (ACA) and Title VI of the Civil Rights Act mandates all recipients of Federal funding from the Health and Human Services Department to provide linguistic access to individuals who have limited English proficiency to access programs and services offered by healthcare facilities. The agreement term is from June 1, 2022 through October 31, 2024 and the total compensation will not exceed $832,500 for the Term.

UMC's Cultural Experience Supervisor has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

CyraCom currently holds a Clark County business license.

This Service Agreement for Translation and Interpretation services is being entered into pursuant to HPG contract # 2095. HealthTrust Purchasing Group ("HPG") is a Group Purchasing Organization of which UMC

Cleared for Agenda
February 23, 2022

Agenda Item #
11

is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR TRANSLATION SERVICES

CYRACOM INTERNATIONAL, INC
NAME OF FIRM
Eliana Davila, Account Manager
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2650 E. Elvira Road, Suite 132 Tucson, Arizona 85756
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(520) 573-2372
(AREA CODE) AND TELEPHONE NUMBER
edavila@cyracom.com
E-MAIL ADDRESS

AGREEMENT FOR SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and CYRACOM, LLC. (hereinafter referred to as "COMPANY"), for services that may include, but are not limited to, Over-the-Phone Interpretation, Document Translation, Interpreter Training, On-Site Interpretation, and Video Remote Interpretation Services (hereinafter referred to as "Services"). This Agreement is entered into in connection with the HealthTrust Purchasing Agreement # 2905 dated November 1, 2021 between HealthTrust Purchasing Group, L.P ("HealthTrust") and CyraCom International, Inc. (herein "COMPANY") ("Purchasing Agreement"). This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of this Agreement shall Control.

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the SERVICES within the required schedule and with a budget allowance not to exceed $832,500.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from June 1, 2022 through October 31, 2024 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of $832,500.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire SERVICES is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the SERVICES as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Expenses not defined in the Total Bid Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. . Intentionally Omitted.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date

COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

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

B. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.

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

3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the SERVICES shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

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

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing

him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises

F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other Services conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the SERVICES for which they were prepared, and not for the construction of any other Services. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to

this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Eve Olivero, Cultural Experience Supervisor, telephone number (702) 383-2388 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

C. .

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

1. Termination for Cause

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

a. not less than ten (10) calendar days written notice of intent to terminate; and

b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

a. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party.

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. , including fires, floods, earthquakes, embargoes, epidemics, war, acts of terrorism, riots, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing party shall notify the other party of such force majeure within five (5) business days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO COMPANY:	Cyracom International, Inc 2650 East Elvira Road Suite 132 Tucson, Arizona 85756

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Business Associate Agreement

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

C. Independent Contractor

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

D. Immigration Reform and Control Act

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

E. Public Funds / Non-Discrimination

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

F. Assignment

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

G. Indemnity

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

H. Covenant

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

such interest shall be employed.

I. Governing Law

Nevada law shall govern the interpretation of this Agreement.

J. Covenant Against Contingent Fees

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

K. Gratuities

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

L. Audits

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

M. Covenant

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

N. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

O. ADA Requirements

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

P. Subcontractor Information

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

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

Q. Public Records

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

R. Publicity

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

S. Clark County Business License / Registration

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

T. Prohibition Against Israel Boycott:

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

U. Equal Opportunity.

In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a)., COMPANY prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. COMPANY takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF**,** each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

CYRACOM INTERNATIONAL, INC.

By:_____ _____

Best Ihegborow DATE

Vice President Contact Center Operations

EXHIBIT A
SERVICE AGREEMENT FOR TRANSLATION SERVICES
SCOPE OF WORK

Implementation Type

☐ Welcome Email & Webinar ☒ Remote ☐ Onsite

New contract. Existing account, set up, and PINs will remain as is.

☐ Trial ☐ Full

☐ OPI ☐ VRI ☒ Both

☒ Hospital ☐ Clinics ☐ Call Center ☐ 911 ☐ Other

Total Number of sites: 1

- Additional sites may be implemented in the future

Term: Based on Purchasing Agreement between CyraCom International, Inc. and HealthTrust Purchasing Group. 3 years ☒

Primary Contact: Evelia Olivero

Contact Title: Cultural Experience Supervisor

Contact E-mail: Evelia.Olivero@umcsn.com

Contact Address: 1800 W Charleston Blvd
Las Vegas, NV 89102

Current Usage (in minutes): 30,000 minutes per month
Primary Source: ☒ Over the Phone Interpretation ☒ Video Remote Interpretation

OPI and VRI Rate per Minute:
Aggregate Minutes Per Month
0 to 25,000 minutes - $[redacted]
25,001 to 75,000 minutes - $[redacted]
American Sign Language: $[redacted] per minute
Additional services included in contract:

- Telehealth for all Spoken Languages - $[redacted] per minute
- Third Party Added to Domestic Call - $[redacted] per minute
- Translation and Localization may be added to contract
    - Pricing is based on the length and type of document. The translation and localization team will provide a quote for most projects within 24 hours.

Top 5 Languages other than Spanish (LOTS): Mandarin Amharic ASL Kinya/Rwanda Korean

Current Language Mix for University Medical Center of Southern Nevada:
Spanish - 79.1%
Mandarin – 4.6%
Amharic – 2.0%
All Others – 14.3%

Access type: ☒ IVR (Interactive Voice Response, phone system, account authentication via voice and keypad)
☐ Live Answer

Currently have: ☐ Own Equipment ☒ Mix

Notes: Option to use own equipment and/or purchase Flex Elite Carts from CyraCom. No Charge for Corded Phones (based on assessment of need by Vendor). Hospital may lease Cordless Phones for $[redacted] per unit, per month.

The attached HPG purchaser-specific agreement form (participation form) under contract HPG must be reviewed and signed in order to ride contract 2905. The provisions of the Purchasing Agreement are incorporated into the purchaser-specific agreement form.

Company will notify Hospital via email with follow up phone call in the event that services are unavailable on a case by case basis.

PRICING:

Not to Exceed (NTE) Price: $832,500.00

HealthTrust Purchasing Group

PURCHASER-SPECIFIC AGREEMENT FORM UNDER CONTRACT HPG - 2905

THIS PURCHASER-SPECIFIC AGREEMENT (the "Agreement") is made by and between CyraCom International, Inc. and the following entity herein referred to as"Purchaser" and is entered into in connection with that certain Purchasing Agreement, Agreement # 2905,dated November 1, 2021, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and CyraCom International, Inc. (hereinafter "Vendor") ("Purchasing Agreement"). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized termsused but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

Member Information: Please print clearly.

GPO Member ID _____ GLN (if known) _____

REQUIRED

HEALTH SYSTEM NAME: _____

Purchase Order No._____ CYRACOM CONTRACT #_____

FACILITY INFORMATION
FACILITY NAME:
ADDRESS:
ADD. CONT.:
CITY, ST, ZIP:
POC NAME & TITLE:
PHONE:
EMAIL:

BILL TO INFORMATION (If Different than Facility)
FACILITY NAME:
ADDRESS:
ADD. CONT.:
CITY, ST, ZIP:
A/P NAME & TITLE:
PHONE:
EMAIL:

Sales Tax Exempt: Yes☐ No ☐ *Sales Tax Exempt #_____

*If Tax exempt, it is necessary to fax a copy of your Sales Tax Exemption Certificate to the CyraComFinance Department at (520) 745-9022

Over the Phone Interpretation (OPI) and Video Remote Interpretation ("VRI") Pricing is for All AvailableSpoken Languages

Aggregate Minutes Per Month	Per Minute Rate
0 to 25,000 minutes	$
25,001 to 75,000 minutes	$
250,001 to 500,000 minutes	$
500,001 or greater minutes	$

American Sign Language $ per minute	Telehealth for all Spoken Languages $ per minute
Third Party Added $ per minute International Third Party Added varies upon location	**No Charge for Corded Phones*** $ Cordless Phones per unit, per month* * based on assessment of need by Vendor Supplier's branded phones are to be used only for Supplier's Services
$ VRI Activation Fee (Waived)	$ per lost or damaged phone replacement cost

Optional Equipment

Equipment Description	Term	Rate
CyraCom Flex Elite Stand/Cart w/iPad	Lease – 12 month minimum	$ each plus shipping & taxes
CyraCom Flex Elite Stand/Cart w/iPad	Purchase	$ each plus shipping & taxes
CyraCom Flex Elite Stand/Cart w/iPad Pro	Lease – 12 month minimum	$ each plus shipping & taxes
CyraCom Flex Elite Stand/Cart w/iPad Pro	Purchase	$ each plus shipping & taxes
CyraCom Flex Elite Stand/Cart Only w/Bracket	Purchase	$ each plus shipping & taxes

Additional Services Available: Please review Contract HPG-2905 for Pricing or Details

Translation & Localization	Spoken Language Proficiency and Interpreter Skills Assessments	In Person Language Interpretation

The signatures below acknowledge that both signers are authorized by their company to execute agreements made pursuant to the HealthTrust Purchasing Group Contract HPG-2905. Purchaser's countersigned and completed form should be returned to Purchaser's Account Manager or to fax (520) 745-9022 Email: PioneerSupport@cyracom.com

Purchaser: University Medical Center of Southern Nevada

By:_____

Name: Mason Van Houweling_____

Title: Chief Executive Officer_____

Date:_____

Cyracom International, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged:
HealthTrust Purchasing Group, L.P.,
By HPG Enterprises, LLC, its general partner:

By:_____

Name:_____

Title: _____

PSA will be sent to HealthTrust (HPG.PurchasedServices@HealthTrustpg.com), via DocuSign, within thirty (30) days of Purchaser and Vendor signing the agreement.

EXHIBIT B
SERVICE AGREEMENT FOR TRANSLATION SERVICES
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: SERVICE AGREEMENT FOR TRANSLATION SERVICES (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER

FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	**3.**
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

2. //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

COMPANY'S BEST KEY RATING

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

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

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

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

SERVICE AGREEMENT FOR
TRANSLATION SERVICES

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: SERVICE AGREEMENT FOR TRANSLATION SERVICES

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this Agreement, identified as SERVICE AGREEMENT FOR TRANSLATION SERVICES;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County Servicess, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

X **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

Exhibit D

Business Associate Agreement

This Agreement is made effective the _____ of _____, 2022, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **CyraCom International, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	
Title: CEO	Title:_____
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: ZERO

Corporate/Business Entity Name:	CyraCom, LLC	
(include d.b.a., if applicable)		
Street Address:	5780 N. Swan Road	**Website: www.cyracom.com**
City, State and Zip Code:	Tucson, Arizona 85718	**POC Name: Debra Gonzales** **Email: dgonzales@cyracom.com**
Telephone No:		**Fax No: (520) 745-9022**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
CyraCom International, Inc.	Parent	100%

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

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

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

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

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

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

Todd Torman
Todd Torman (Apr 25, 2017)
Signature

Todd Torman
Print Name

SVP of Sales
Title

Apr 25, 2017
Date

REVISED 7/25/2014

COMPANY LEADERSHIP

Jeremy Woan
Chairman & CEO

Austin Wade
Vice President, Client Satisfaction

Best Ihegborow
Vice President, Contact Center Operations

Todd Torman
Senior Vice President, Sales

Don Oliver
Chief Financial Officer

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment 3 to FDP Cost Reimbursement Subaward with The Regents of the University of California, San Francisco**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 3 to the Federal Demonstration Partnership (FDP) Cost Reimbursement Subaward for the Western Regional Alliance for Pediatric Emergency Management Program with The Regents of the University of California, San Francisco; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 7290.000 Fund Name: Restricted and Designated Funds
Fund Center: 3000999910 Funded Pgm/Grant: WRAP-em Program
Description: Western Regional Alliance for Pediatric Emergency Management (WRAP-em)
Bid/RFP/CBE: N/A
Term: Amendment 3 – same Term
Amount: Amendment 3 – UMC to receive an additional $126,860.00; total grant funding since inception of Agreement is $243,147.60
Out Clause: 30 days w/o cause

BACKGROUND:

On December 18, 2019, the Governing Board approved the Federal Demonstration Partnership ("FDP") Cost Reimbursement Subaward ("Agreement") with The Regents of the University of California, San Francisco ("UCSF") for UMC to receive grant funds to implement the Western Regional Alliance for Pediatric Emergency Management ("WRAP-em") Program for the Nevada region.

The goal of the WRAP-em Program is to develop a coordinated, collaborative and sustainable regional pediatric disaster planning and response capability that allows the entire region to effectively respond to a large scale pediatric mass casualty event(s). UMC hired a Regional Coordinator to work in conjunction with the WRAP-em Team to develop a published guide for accessing regional pediatric disaster response expertise, compile regional resource material that align interstate pediatric best practice and policy, develop training modules with a pediatric-specific focus for all event types, establish telemedicine interconnectedness across the region, and formulate a regional Pediatric Disaster Mental Health plan, among other things. UMC received $116,287.60 in grant funds for the period September 30, 2019 to September 29, 2020. Either party may terminate this Agreement with a 30-day written notice to the other.

Cleared for Agenda
February 23, 2022

Agenda Item #
12

Amendment 1, effective December 14, 2020, extended the Agreement Term for one (1) year through September 29, 2021. Amendment 2, effective October 5, 2021, extended the Agreement Term for one (1) year through September 29, 2022.

This Amendment 3 requests for UMC to receive an additional $126,860.00 in grant funds (a combined total of $243,147.60 since inception of the Agreement) to sustain the WRAP-em Program for the Nevada Region through the end of the Term.

UMC's Healthcare Operations Specialist 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 February 16, 2022 meeting and recommended for approval by the Governing Board.

FDP Subaward Amendment

Amendment No: 03 | Subaward No: 11610sc

Pass-Through Entity (PTE)		Subrecipient
The Regents of the University of California, San Francisco	Entity Name	University Medical Center of Southern Nevada
cgsuboutteam@ucsf.edu	Contact Email	Marsha.Al-Sayegh@umcsn.com
Christopher Newton	Principal Investigator	Deborah Kuhls

Project Title: Western Regional Alliance for Pediatric Emergency Management (WRAP-em)

PTE/Prime Award No.: U3REP190616 | Awarding Agency: DHHS: Assistant Secretary for Preparedness & Response

Cumulative Budget Period(s) (Agreement Start Date) Start Date:	(End Date of Latest Budget Period) End Date:	Amount Funded This Action	Total Amount of Funds Obligated to Date
09/30/2019	09/29/2022	$ 126,860.00	$ 243,147.60

Subrecipient Cost Share ☐ | Subject to FFATA ■ | Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement):

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

☐ **Additional Budget Period**

☐ **No Cost Extension**

■ **Additional Funding**

Additional funding in the amount of $ 126,860.00 is hereby obligated to this Subaward.

☐ **Deobligation**

Carryover is Automatic — Carryover is allowed across all budget periods.

☐ **Carryover Authorized**

■ **Detailed Budget/Scope of Work/Notice of Award Attached** (Specify if the Budget and Scope of Work are "New", "Revised", or "Supplemental" in dropdown or "Other")

A Detailed Budget is incorporated by attachment to this Amendment.

☐ **Other (See Below)**

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
_____	Date	_____	Date
Name		Name	
Title		Title	

University Medical Center of Southern Nevada

Direct Costs						
Personnel Position	Name	Base Salary	Level of Effort	Salary	Benefits	Federal Cost
Regional Coordinator	Irene Navis	$140,000	50%	$70,000	$25,085	$95,085
Other Direct Costs						
Travel for conference presentations, outreach, and education (1 trip at $2,500 pp)						$2,500
Total Direct						$97,585
Indirect: 30.00%						$29,275
						Total $ 126,860

Irene Navis, ACIP: Ms. Navis will reprise her role as Regional Coordinator at **University Medical Center of South Nevada**, providing critical programmatic support to the UNLV site PI and the Nevada region.

Travel for conference presentations, outreach, and education: 1 trip at $2500/pp.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Second Amendment to Provider Agreement with Specialized Delivery Services, Inc.,**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Second Amendment to the Provider Agreement, and exercise any extension options with Specialized Delivery Services for Courier Services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000705000 Funded Pgm/Grant: N/A
Description: Courier Services
Bid/RFP/CBE: Bid 2018-05
Term: Amendment 2 – extend for one (1) year from 06/15/2022 to 06/14/2023
Amount: $749,998 for current year funding and COVID-19 support through duration of Agreement.
Total Cumulative funding is $1,247,092.00 for all Amendments.
Out Clause: 30 days w/o cause
Budget Act and Fiscal Fund Out

BACKGROUND:

Since June 2018, UMC has had an agreement with Specialized Delivery Services, Inc. ("Provider") to provide Courier delivery services ("Services"). This request is to execute a Second Amendment to extend the Agreement term through June 14, 2023 to continue receiving the Services and add additional funding to support Covid-19 costs incurred and forecasted through the remainder of the term.

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

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
February 23, 2022

Agenda Item #
13

Second Amendment to the Provider Agreement
University Medical Center of Southern Nevada and Specialized Delivery Service, Inc.

This Second Amendment ("Second Amendment") to the Courier Service Agreement between University Medical Center of Southern Nevada and Specialized Delivery Services, Inc., is effective as of the date last signed by the parties below ("Second Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada,** a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, (**"UMC"**), and **Specialized Delivery Services, Inc.,** having its principal place of business at 3200 N. Hayden Rd. #100, Scottsdale, AZ 85251 (**"Provider"**).

WHEREAS, Provider and UMC have agreed to that certain Bid No. 2018-05 Courier Service agreement, having an effective date of June 15, 2018, which was amended by the parties via a First Amendment on June 15, 2021 (collectively, the "Agreement"); and

WHEREAS, Provider and UMC wish to further amend the Agreement in certain respects as provided in this Second Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Provider and UMC hereby agree as follows:

1. Option Year 2 term starts June 15th, 2022 and expires June 14th, 2023.
2. Add $749,998 in funding to support the last option year in addition to COVID related support.
3. Except as expressly amended in this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of countersignature below.

Specialized Delivery Service

Signature: _____

Printed Name: KELLY S. MACK

Title: PRESIDENT

Date: 2/3/2022

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 4

Corporate/Business Entity Name:	Specialized Delivery Services, Inc	
(Include d.b.a., if applicable)		
Street Address:	24 W. Camelback Rd #A437	**Website: specializeddelivery.com**
City, State and Zip Code:	Phoenix, AZ 85013	**POC Name: Kelly Mack** **Email:kelly@specializeddeliveryservices.com**
Telephone No:	520 222 2006	**Fax No:**
Nevada Local Street Address: **(If different from above)**	1027 S, Rainbow Blvd. #352	**Website:**
City, State and Zip Code:	Las Vegas, NV 89145	**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)
Russ Conte	Owner	100

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

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

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

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

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

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

Signature — Print Name: Kelly S. Mack

Title: V.P. — Date: 6-21-18

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Kathy S. Mack

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Renewal Change Order with RQI Partners, LLC	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Renewal Change Order, and exercise any extension options with RQI Partners, LLC for the Resuscitation Quality Improvement Program; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000872000 Funded Pgm/Grant: N/A
Description: Resuscitation Quality Improvement Program
Bid/RFP/CBE: NRS 332.115(1) (d) & (H)
Term: Extend for two (2) years through 10/31/2024
Amount: $460,580.00 for the Renewal Change Order extension to equal $1,016,166.58 in cumulative funding.
Out Clause: 180 days w/o cause

BACKGROUND:

In June 2019, UMC entered into a Master Services Agreement ("Agreement") with RQI Partners LLC to provide annual subscription access (1,384 licenses) and 14 training stations on the Resuscitation Quality Improvement (RQI) Program. The RQI program is a system developed jointly by the American Heart Association and Laerdal Medical to assist in the continuous improvement of resuscitation skills provided by healthcare workers through learning activities, performance feedback and measurement, as well as actual skill application in medical situations.

This request is to execute a new Change Order to extend the Agreement for the RQI Program with Provider for 24 months. RQI will provide program support in addition to new hardware as required by UMC.

UMC's Clinical Education Manager has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

RQI currently holds a Clark County business license.

Cleared for Agenda
February 23, 2022

Agenda Item #
14

This Change Order was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

Quote good through: February 28, 2022

Quotation

RQI Partners LLC
7272 Greenville Avenue
Dallas,
Texas 75231
USA

Quote#: Q-16019
Date: February 3, 2022
Expires On: February 28, 2022

CUSTOMER:

University Medical Center (UMC) of Southern Nevada
1800 W Charleston Blvd
Las Vegas
Nevada
United States
89102

ACCOUNT MANAGER:
Shelley Aubuchon
shelley.aubuchon@rqipartners.com

PRODUCTS FAMILY: SERVICES

PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
Activation Fees Standard per Subscriber activation fee (2020)	1,800	24	$0.00	$0.00
Minimum Engagement Fee Fee required to meet minimum annual subscription amount	1	24	$0.00	$0.00

PRODUCTS FAMILY: EQUIPMENT

PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
Equipment Adjustment RQI Skill Station Traditional RQI Skills Simulation Stations (17 previously delivered) Annual Additional per Station Fee 9 * $2500.00	1	24	$45,000.00	$45,000.00

PRODUCTS FAMILY: RQI

PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020)	1,800	24	$66.40	$239,040.00

RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020)	900	24	$67.34	$121,212.00
RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020)	400	24	$69.16	$55,328.00

PRODUCTS FAMILY: AHA

PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
Get With The Guidelines Resuscitation Get With The Guidelines Resuscitation subscription (2018)	1,800	24	$0.00	$0.00

QUOTE TOTALS

Quote Total:	$460,580.00

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Service Agreement with your purchase or you have already entered into a Master Service Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Service Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Service Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Service Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Service Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the customer is responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing.

This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless customers provides evidence of tax-exempt status. The State tax is State

dependent and not known at this time.
Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation. Subscription and license fees may be invoiced over the term of the agreement. The default invoicing frequency will be annual, unless customer indicates otherwise. Alternate invoice frequencies include upfront, semi-annual, quarterly and monthly. Fees for activations, custom services and licenses not covered by an MSA will be invoiced upon delivery. Payment terms are net 30 days.

Customer Signature:	Customer Signature Date:

RQI PROGRAM RENEWAL CHANGE ORDER

THIS RENEWAL CHANGE ORDER ("CO") is dated as of the date fully executed below, and is attached to and made a part of an RQI Master Agreement dated June 24, 2019 (the "**Agreement**"), by and between the RQI Partners LLC, a Delaware Limited Liability Company, having its principal offices at 7272 Greenville Avenue, Dallas, Dallas County, Texas 75231 (hereinafter "**RQIP**"), and University Medical Center of Southern Nevada, whose principal offices are located at 1800 West Charleston Blvd. Las Vegas, NV 89102 ("**Customer**").

In consideration of the mutual promises of the RQIP and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:

1. Extension of Services

This Renewal Change Order modifies, amends, and supplements the Agreement as follows,

a. Extension Of Term

The parties wish to extend the term of the Agreement. The Agreement's Extended Term shall begin upon the full execution of this Renewal Change Order and continue for 24 months from the Date of November 1, 2022 through October 31, 2024

The Agreement, as amended, continues and remains in full force and effect, except as otherwise modified, amended or supplemented by this CO.

RQI Partners LLC	University Medical Center of Southern Nevada
Signed By:	Signed By:
Name:	Mason Van Houweling
Title:	Chief Executive Officer:
Date:	Date:

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	RQI Partners, LLC	
(Include d.b.a., if applicable)		
Street Address:	7272 Greenville Ave Ste P2020	**Website:** www.rqipartners.com
City, State and Zip Code:	Dallas, TX 75231	**POC Name: Chase Aldrich** **Email: Chase.Aldrich@RQIPartners.com**
Telephone No:	1-800-594-9935	**Fax No:** N/A
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)
Brian Eigel	CEO	

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.

Chase Aldrich	Chase Aldrich
Signature	Print Name
Revenue Accounting Manager	2/11/22
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Three to Professional Services Agreement (Hematology and Medical Oncology) with Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Three to Professional Services Agreement for Hematology and Medical Oncology Clinical Coverage with Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000608300 Funded Pgm/Grant: N/A
Description: Hematology and Medical Oncology Clinical Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 3 – extend from 3/1/2022 through 5/31/2022
Amount: Amendment 3 – additional NTE $21,291.67 per month or additional aggregate is $63,875.01 for three (3) months
Out Clause: 30 days w/o cause

BACKGROUND:

On March 22, 2017, the Governing Board approved the Professional Services Agreement with Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care ("Provider") (previously called Nevada Cancer Specialists) under which, among other things, Provider provides hematology and medical oncology clinical services at the Hospital. On February 28, 2019, UMC exercised the first of two one-year options extending the Term through February 28, 2020. Amendment One, effective February 26, 2020, the parties exercised the second of two one-year options extending the Term through February 28, 2021. Amendment Two, effective February 24, 2021, the parties extended the Term through February 28, 2022.

This Amendment Three requests to: (i) extend the Term for three (3) months from March 1, 2022 through May 31, 2022; and (ii) add additional funds in the amount of $63,875.01 during the extension period. Either party may terminate the Agreement with a 30-day written notice to the other.

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

Cleared for Agenda
February 23, 2022

Agenda Item #
15

Provider currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 16, 2022 meeting and recommended for approval by the Governing Board.

AMENDMENT THREE TO
PROFESSIONAL SERVICES AGREEMENT

This Amendment Three ("Amendment Three") is made and entered into as of this 23rd day of February, 2022, 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 ("Hospital") and **Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care**, a professional corporation existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 2716 N. Tenaya Way, Las Vegas, NV 89128 ("Provider"). Terms not otherwise defined in this Amendment Three shall have the meanings set forth in the Agreement (defined below).

RECITALS:

WHEREAS, the parties entered into a Professional Services Agreement dated March 15, 2017 ("Agreement"), under which, among other things, Provider provides hematology and medical oncology services at Hospital;

WHEREAS, on February 28, 2019, Hospital exercised the first of two one-year options extending the Term through February 28, 2020; Amendment One, effective February 26, 2020, exercised the second of two one-year options extending the Term through February 28, 2021; and Amendment Two, effective February 24, 2021, extended the Term through February 28, 2022; and

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

NOW, THEREFORE, the parties agree as follows:

1. Section 6.1, Term of Agreement, is hereby amended to extend the Term of the Agreement for three (3) months through May 31, 2022.

2. This Amendment Three may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment Three electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

3. Except as expressly amended in this Amendment Three, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment Three.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Three as of the date first set forth above.

PROVIDER:

Robert B. McBeath, M.D., PC
dba OptumCare Cancer Care

By: _____
Robert B. McBeath, M.D.
President

HOSPITAL:

University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

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: Est. 3,000

Corporate/Business Entity Name:	Robert B. McBeath, MD, PC	
(Include d.b.a., if applicable)	OptumCare Cancer Care	
Street Address:	PO Box 204646	**Website: https://www.optumcare.com/state-networks/locations/nevada/ocnv/types-of-care/specialty-care/cancer-care.html#**
City, State and Zip Code:	Dallas, TX 75320-4646	**POC Name: Ernest Barela** **Email: ernest.barela@optum.com**
Telephone No:	702-724-8787	**Fax No: 702-878-3078**
Nevada Local Street Address: **(If different from above)**	2716 N. Tenaya Way	**Website: https://www.optumcare.com/state-networks/locations/nevada/ocnv/types-of-care/specialty-care/cancer-care.html#**
City, State and Zip Code:	Las Vegas, NV 89128	**Local Fax No: 702-878-3078**
Local Telephone No:	702-724-8787	**Local POC Name: Ernest Barela** **Email: ernest.barela@optum.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)
Robert B. McBeath, MD	President	100%

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

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

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

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

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

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

Robert B. McBeath | Robert B. McBeath, MD
Signature | Print Name

PRESIDENT | 2/4/2020
Title | Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Chairman's Comments**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive introduction and opening comments from Chairman John O'Reilly regarding the Governing Board 2022 Action Plan; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Receive opening comments from Chairman John O'Reilly.

Cleared for Agenda
February 23, 2022

Agenda Item #
16

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Mission, Vision and Values**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review UMC's Mission, Vision and Values and discuss updates, if any; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will review UMC's Mission Vision and Values.

Cleared for Agenda
February 23, 2022

Agenda Item #
17


OUR MISSION
TO SERVE OUR COMMUNITY BY PROVIDING PATIENT-CENTERED CARE IN A FISCALLY RESPONSIBLE AND LEARNING FOCUSED ENVIRONMENT.
OUR VISION
TO BE THE PREMIER ACADEMIC HEALTH CENTER.
EXPERIENCE
EXCELLENCE
EMPLOYEES
ECONOMICS
OUR VALUES
COMPASSION ACCOUNTABILITY INTEGRITY RESPECT
UMC

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Healthy Living Institute**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a presentation on outreach efforts provided by UMC's Healthy Living Institute to meet the Southern Nevada community's health needs; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update regarding outreach efforts provided by UMC's Healthy Living Institute.

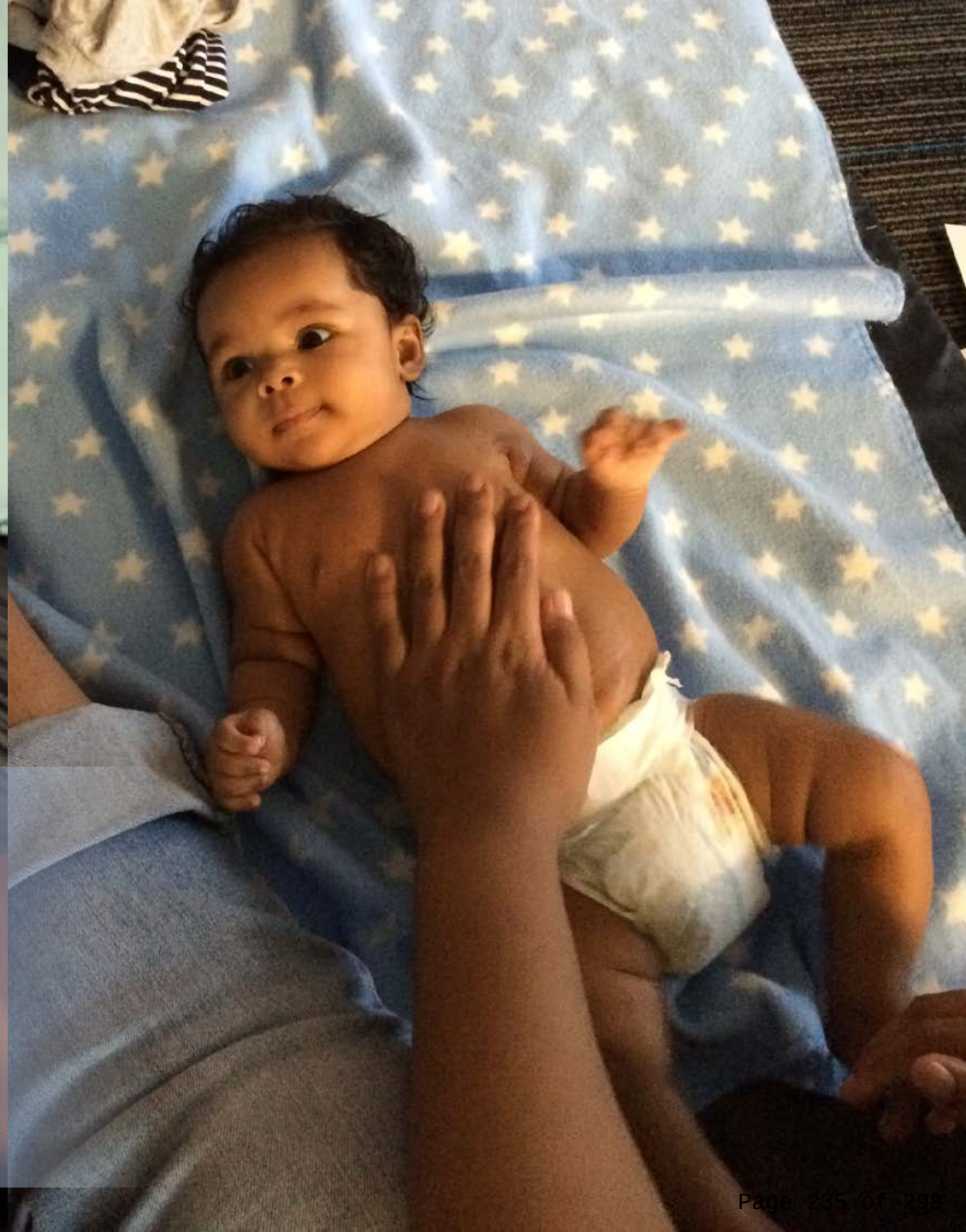
Cleared for Agenda
February 23, 2022

Agenda Item #
18

HEALTHY LIVING INSTITUTE at UMC

UNIVERSITY MEDICAL CENTER


Educating our community for more than 20 years.



Pre-Natal Classes

- Childbirth education
- Breastfeeding consultation
- Baby Basics
- Safe Sleep
- Infant Massage
- Infant-Child CPR

Daddy Boot Camp

Led by a team of Veteran Dads

- Baby basics
- Discuss new Dad concerns
- Gain confidence in caring for a new infant
- Prepare for new baby arrival

SAFESITTER

- CPR basic skills
- Social media safety
- Injury management
- “Home alone” basics

Float Like a Duck

- Community partner event
- Drowning prevention
- Hands-only CPR
- Burn prevention
- Water preparedness

Award winning PSA with UMC Children's Hospital's Dr. Jay Fisher

Car Seat Safety Program

Injury Prevention Education

- Nevada law updates
- Proper vehicle installation checks
- Car seat expiration checks
- Age/size fi checks
- Replacement when needed

Wellness Classes

- Senior Celebrations
- Enhance Fitness
- Stepping On
- Diabetes self management
- Tai Chi
- Yoga for HealthCare Workers

Bike Rodeo

Community Event

- Injury prevention
- Helmet fitting and giveaway
- Rules of the road

Senior Celebrations Exclusive Social Events

- Senior Lunch & Learns
- Exclusive movie events
- Senior heart healthy Thanksgiving
- Senior Holiday Celebration

Wellness and Injury Prevention

- Stop the Bleed
- Freedom from Smoking
- CPR classes
- COVID-19 Testing
- Vaccines

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Clinical Trials Research Presentation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a presentation from Ron Roemer, Director of Clinical Trials Research, regarding the Clinical Trials Research year in review and future activities; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Ron Roemer will provide an update on clinical trials research and future activities.

Cleared for Agenda
February 23, 2022

Agenda Item #
19

Clinical Trials Office

UMC Governing Board

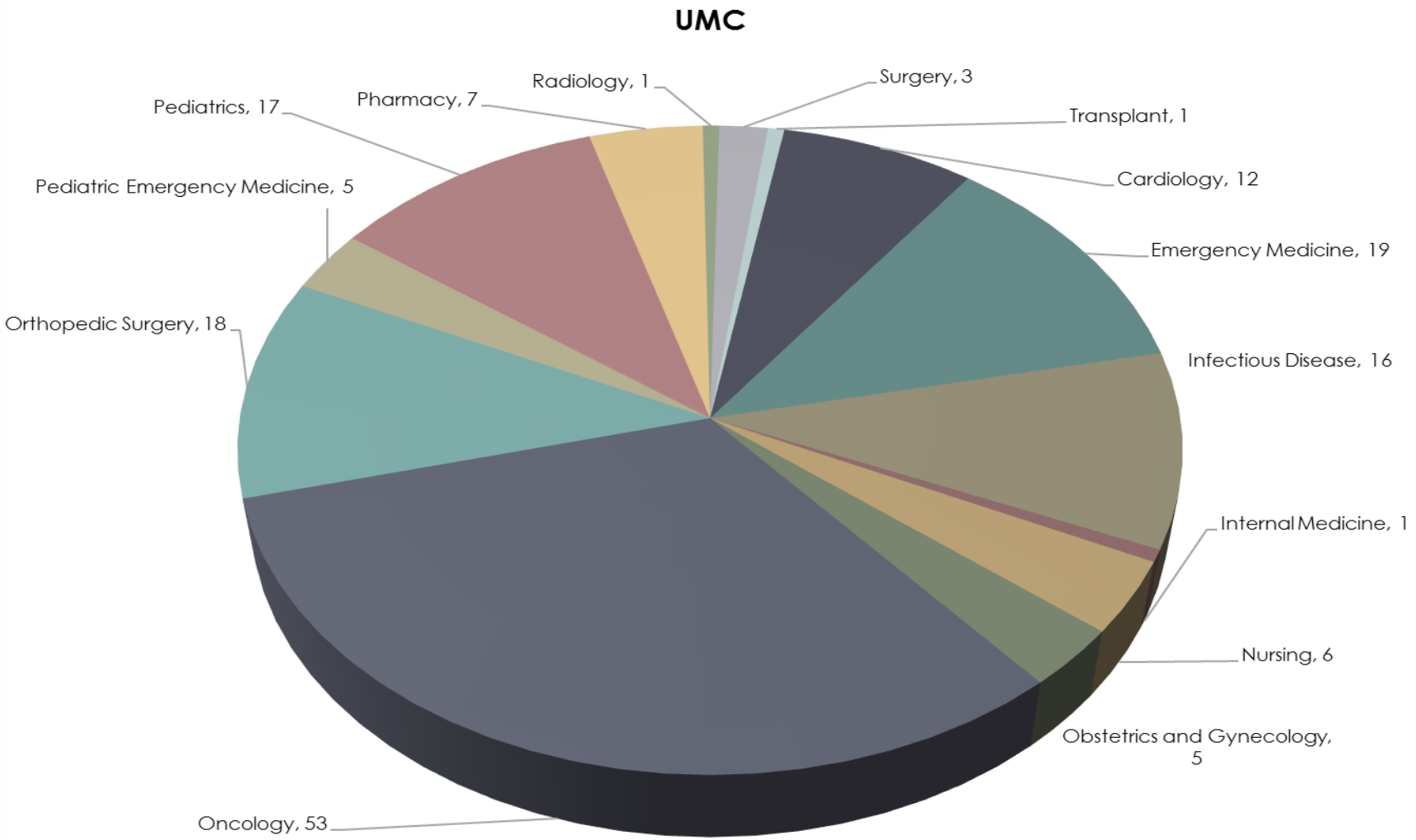
Clinical Research Annual Report

February 23, 2022

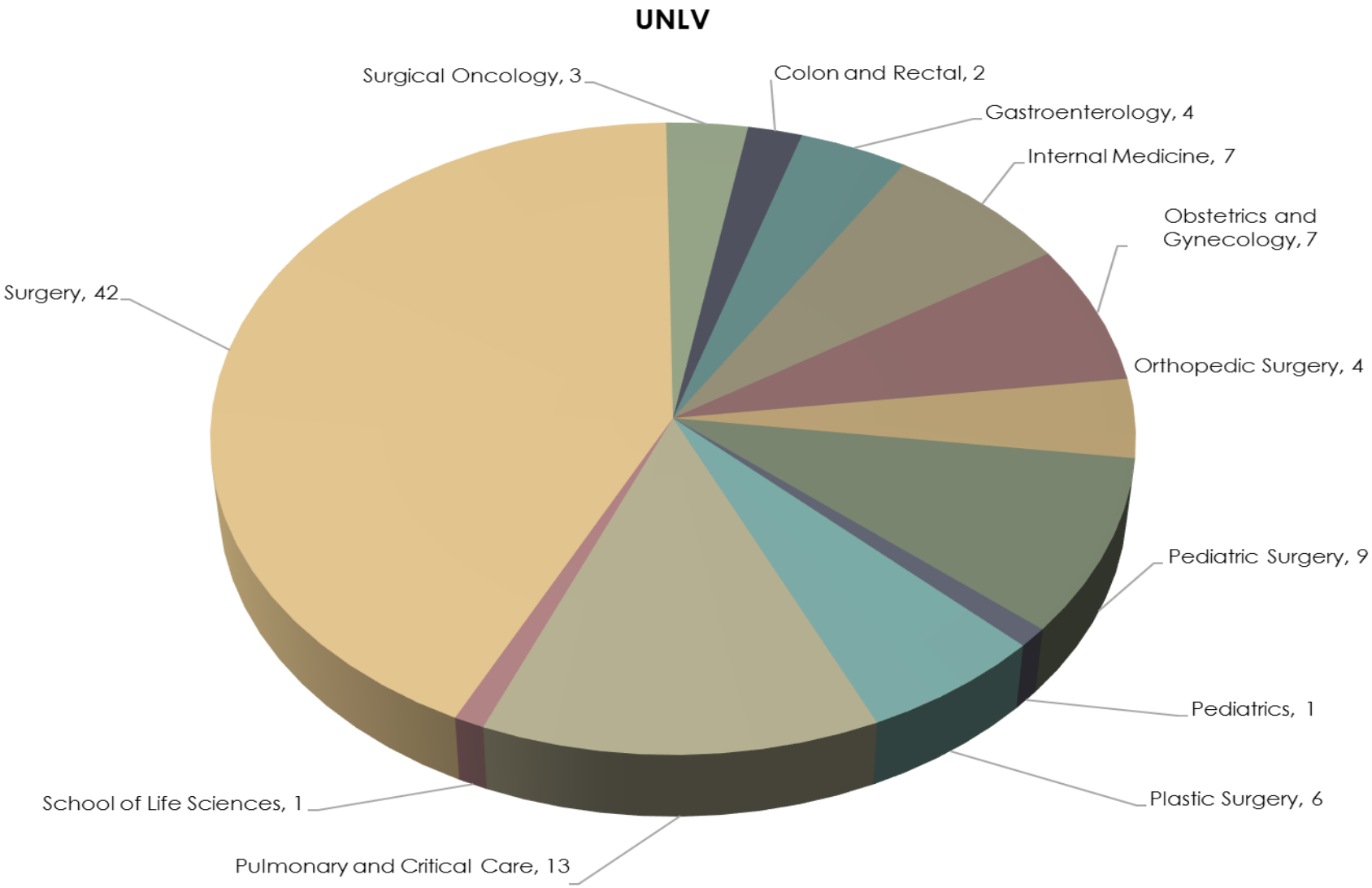
CTO and IRB 2021 Data

UMC Clinical Trials Office (CTO)
UMC Institutional Review Board (IRB)

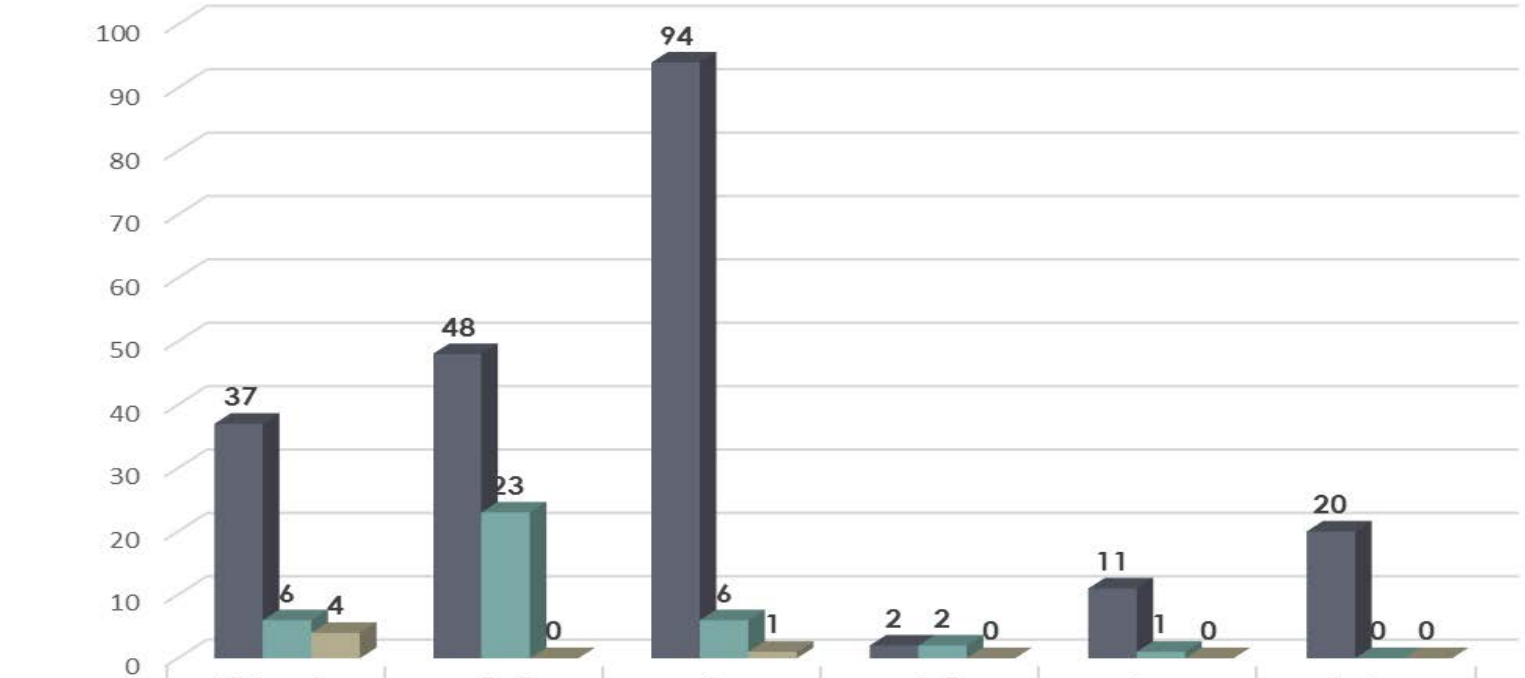
Active IRB Studies by Department UMC



Active IRB Studies by Department UNLV

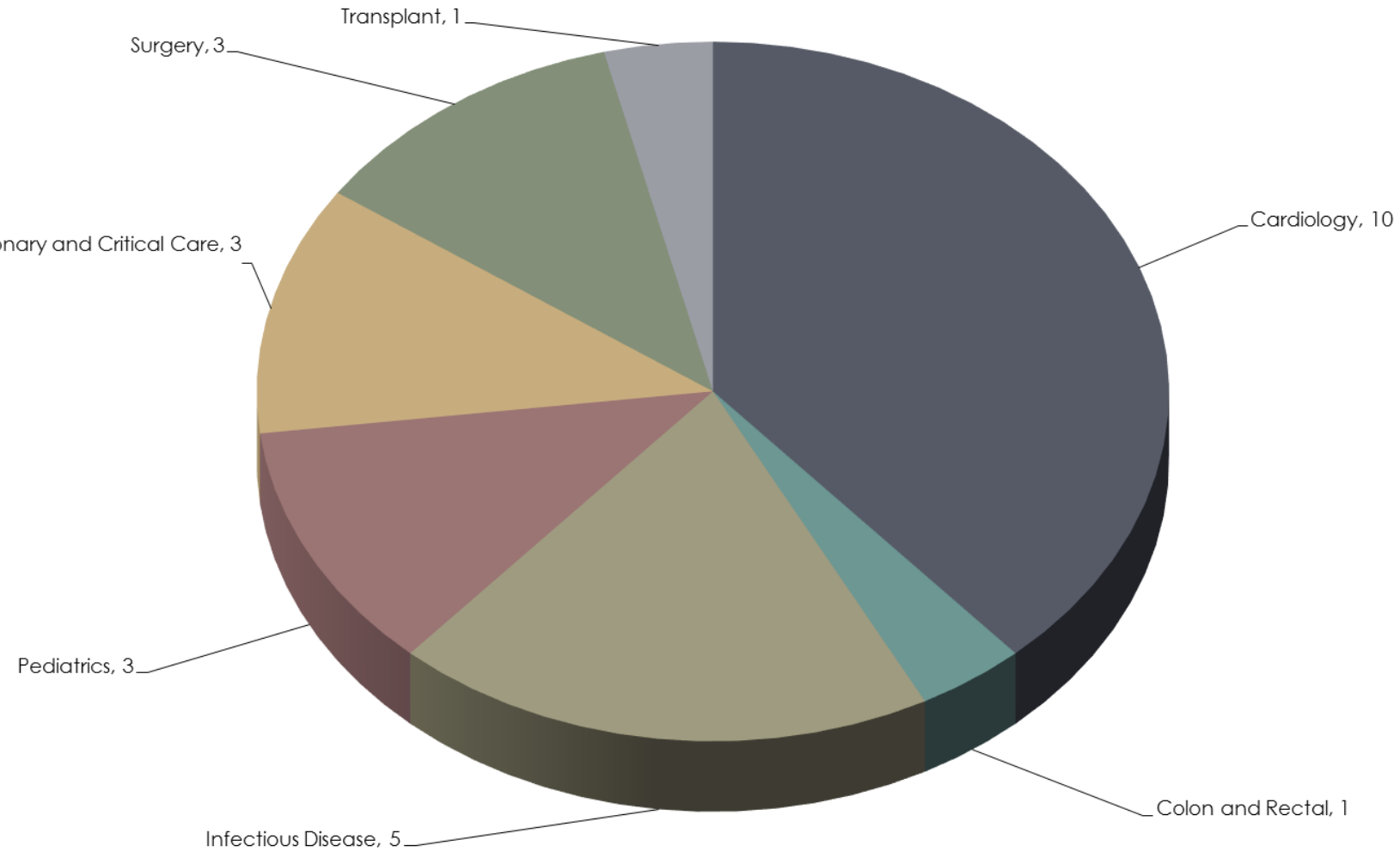


IRB Submissions December 1, 2020 through November 30, 2021

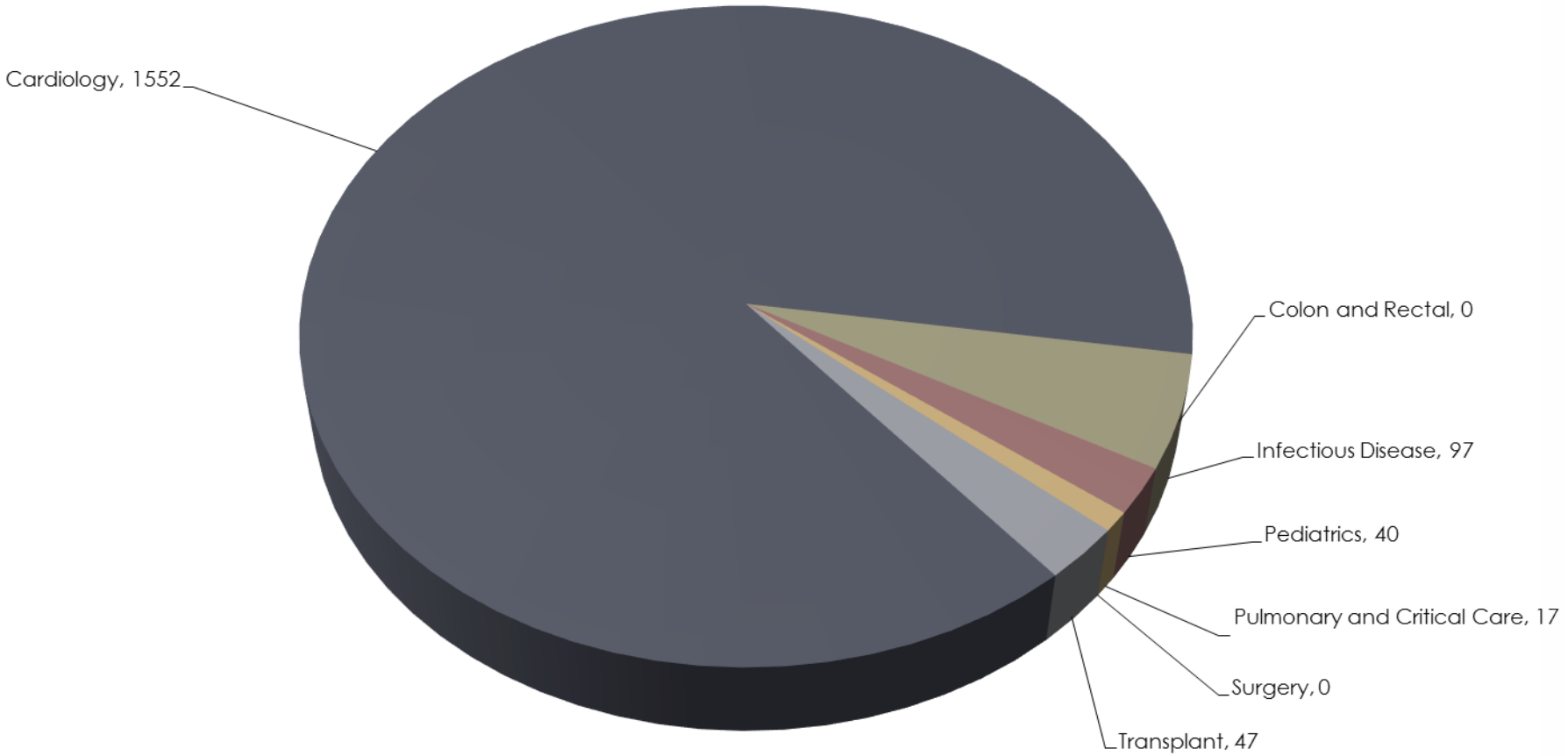


	Initial Review	Continuing Review	Amendments	Deviation	Adverse Event	Study Closure
Expedite	37	48	94	2	11	20
Full Board	6	23	6	2	1	0
Exempt	4	0	1	0	0	0

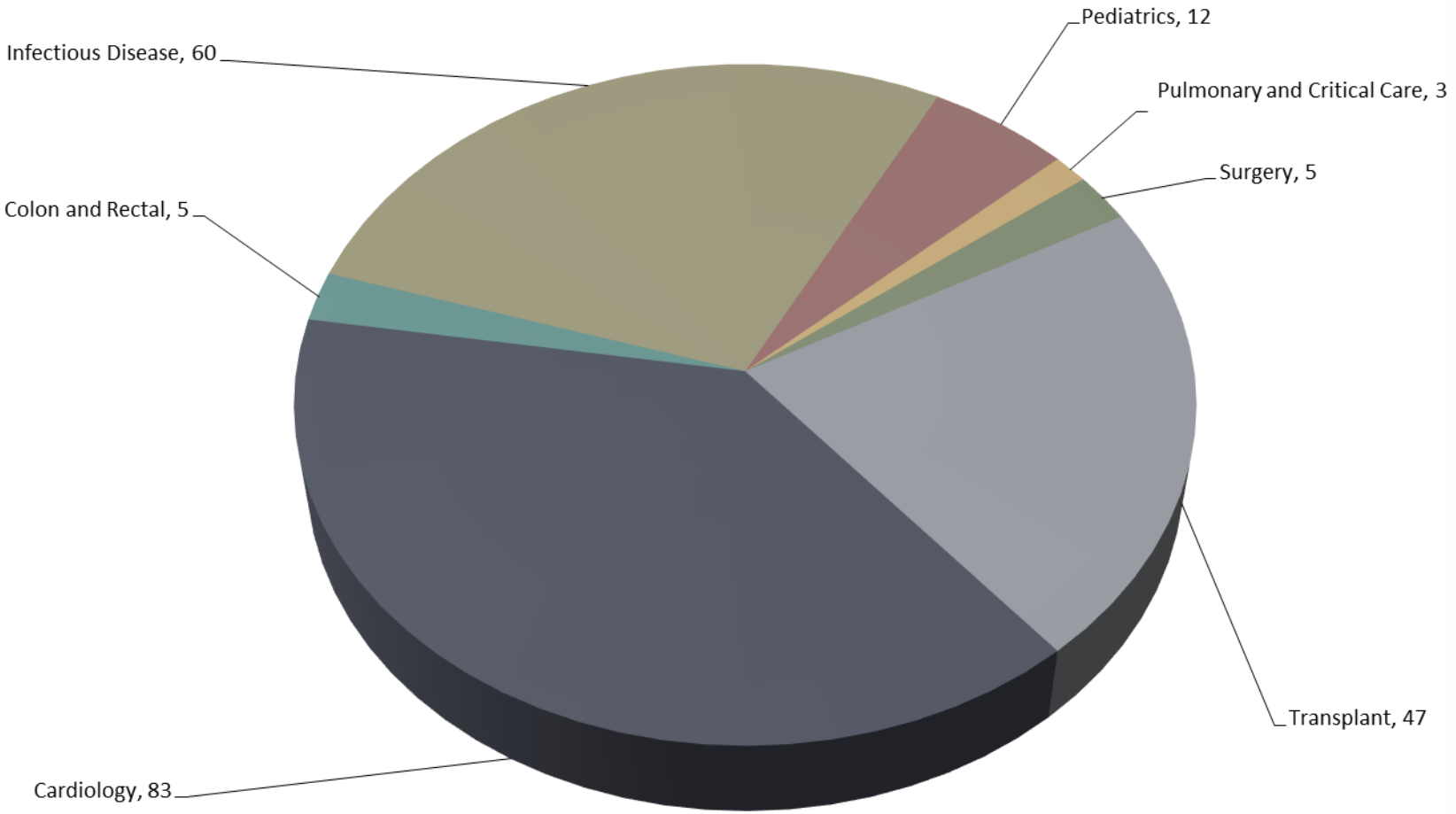
Active CTO Studies by Department



Screening by Department



Enrollment by Department



DISCUSSION / QUESTIONS ?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Legislative Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board discuss current and pending legislation impacting UMC and the healthcare industry and discuss 2022 legislative goals; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Discussion regarding current and pending legislation impacting UMC and the healthcare industry and 2022 legislative goals.

Cleared for Agenda
February 23, 2022

Agenda Item #
20

UMC Legislative Update 2022

Legislative Panel Supporting UMC

Legislative Team

Mason Van Houweling, Chief Executive Officer

Donald Mackay, MD, UMC Governing Board Member

Susan Pitz, Esq., General Counsel

Jennifer Wakem, Chief Financial Officer

Debra Fox, Chief Nursing Officer

Shana Tello, Academic and External Affairs Administrator

Detannyia Towner, Senior Management Analyst, Legal

Pat Kelly, President and CEO, Nevada Hospital Association

Kevin Schiller, Deputy County Manager, Clark County

Joanna Jacob, Government Affairs Manager, Clark County

Matthew Driscoll, R&R Partners, Government Affairs Communications Director

Legislative & Government Relations Committee Representation

Governor's Transition Team Committee: Committee addressing healthcare issues and policy

Patient Protection Committee (SB253) Improving Healthcare in Nevada: Access, affordability, quality

Nevada Hospital Association & CFO meeting: Statewide leader in promoting public understanding/support for healthcare systems in Nevada

American Hospital Association: National organization that represents and serves hospitals, health care networks, patients and communities

America's Essential Hospitals: Leading association and champion for hospitals and health systems dedicated to high-quality care for all

Regional Policy Committee: Current and emerging local and statewide issues

Nevada Industry Sector Council (NRS 232.935): Industry opportunities and challenges that guide workforce development/strategy/activities

Children's Behavioral Health Committee: Addresses children's emerging behavioral/mental health issues

APRN Independent Practice (UMC): Unilateral ability to admit and discharge patients

Nevada Organization of Nurse Leaders (NONL): Shaping the future of Nevada's healthcare by developing nurse leaders through mentorship, collaboration, and education

Regional Trauma Advisory Board (RTAB): Identifies local trauma health needs and establishes public health priorities for the Las Vegas community

UMC Legislative Activities

Current Legislative/Governmental Activities

UMC Supported:

- **SB5** – Requires DHHS to implement an electronic tool to analyze telehealth data
- **SB390** – Providing the establishment of a suicide prevention and behavioral health crisis hotline
- **AB189** – Requires DHHS to expand Medicaid for pregnant women
- **AB344** – Program established to aide transition of older and vulnerable persons being discharged from a hospital

UMC Opposed:

- **AB347** – Referred to as the "Rate Fix Bill." Requires the Legislative Committee on Healthcare to study matters relating to the economics of healthcare in this State
- Bill proposed establishing a rate-setting commission, however rate-setting is not the most effective way to improve health care/cut costs.

UMC Behavioral Health Round Table Multidisciplinary Meeting/Top Mental/Behavioral Health Issues: Senator Cortez-Masto

County Activities: Human Service Programs Supporting UMC Discharges

Dashboard & Pilot Project – Children's Behavioral Health Crisis

Safe Nurse Staffing

- National Level American Nurses Association
- Nevada Hospital Association/Nevada Nursing Association Regulation specific to publically reported data

Further Legislative Review

Further Legislative Review

SB248 Medical Debt – Federal law requires debt collectors to tell consumers they are attempting to collect a debt, SB248 requires debt collectors to tell consumer they ***are not*** attempting to collect a debt.

SB329 Mergers and Acquisitions – Require hospitals and physician groups to notify the Nevada Department of Health and Human Services (DHHS) of specific changes of ownership, management agreements, or similar transactions. Prohibits health care providers from entering into contracts with insurers that contain certain restrictive covenants, bringing them under the State's regulation of unfair trade practices.

SB420 Public Option – An Act relating to insurance; providing for the establishment of a public health benefit plan; requiring certain health carriers to participate in a competitive bidding process to administer the plan.

Public Option raises issues related to competition with private plans to lower premiums resulting in potentially shifting costs to providers, providers will then shift costs to private plans. Anticipated to result in an increase in employer premiums and reduced access along with impacting private insurance options in the market.

Further Legislative Activities

Nursing Legislative Focus

AB348 –
Nevada Workplace Violence; associated education, training, committee, and compliance follow-up requirements

Nevada Administrative Code –
Cultural competency training annually for all licensed healthcare staff, and all staff in general. The NV State Board of Nursing requires mandatory annual proof for renewal of licensure starting January 1, 2022 forward.

NRS 449 State Safe Staffing Law –
Hospital Staffing Ratios

UMC 2022 Legislative Goals & Healthcare Industry

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Human Resources and Executive Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Human Resources and Executive Committee and discuss 2022 initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the January 31, 2022 Governing Board Human Resources and Executive Committee meeting and discuss 2022 initiatives.

Cleared for Agenda
February 23, 2022

Agenda Item #
21

FY2022 HR Goals

- Identify “5-whys” and create an action plan to address departments with the lowest score on the 2021 Employee Engagement Survey
- Design the framework for an enhanced leadership program to respond to improvement areas identified in the 2021 Employee Engagement Survey to include improving team and cross-department engagement
- Decrease the Average Time to Hire metric to less than 70 days
- Implement market adjustments for the most under-market, and difficult to recruit and retain classifications; using recent Mercer Market Data Survey
- Demonstrate success in moving MPLAN level employees, using the 9-box tool, toward upper level/management succession

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Strategic Planning Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee and discuss 2022 initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 3, 2021 Governing Board Strategic Planning Committee meeting and discuss 2022 initiatives.

Cleared for Agenda
February 23, 2022

Agenda Item #
22

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 discuss 2022 initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 7, 2022 Governing Board Clinical Quality and Professional Affairs Committee meeting and discuss 2022 initiatives.

Cleared for Agenda
February 23, 2022

Agenda Item #
23

Clinical Quality and Professional Affairs Committee

UMC Governing Board
2022 Initiatives
February 23, 2022

THE COMMITTEE AGENDA IS CENTERED AROUND 3 MAIN AREAS

- **Improving Quality / Safety Program**
  - Promote culture of quality, safety, accountability, reliability, & transparency
  - Reduce hospital acquired infections
  - Reduce hospital acquired safety events

- **Patient Experience**
  - HCAHPS survey results
  - Grievances

- **Regulatory Compliance**
  - Policy & procedure framework
  - Retain successful accreditation/certifications

2022 Initiatives

- Improve or sustain improvement from prior year for the following Inpatient Measures:
  - CLABSI
  - CAUTI
  - SSI: COLON
  - PSI 90

- Develop a plan and demonstrate improvement from prior year in the following HCAHPS domains:
  - Communication with Doctors
  - Responsiveness of Staff
  - Cleanliness of Environment
  - Quietness of Hospital
  - Discharge Information
  - Complete mandatory employee training on 90% of all employees on ICARE 4.0 by end of FY22

- Demonstrate improvement (utilizing Star Ratings) from calendar year at UMC Quick Cares through the following online review sites:
  - Yelp
  - Google

2022 Initiatives

- Performance Improvement Teams:
  - Care of the Behavioral Patient
  - Restraint Reduction
  - CLABSI/CAUTI Reduction
  - Fall Reduction
  - Skin/Pressure Injury Reduction
  - Patient Experience
  - Code Blue/Resuscitation

- Policy/Procedure Management System
- Workplace Violence Program

FY22 Clinical Quality & Professional Affairs Committee

Improve or sustain improvement from prior year (CY20 / CY21) to meet/exceed state and/or national averages; HAI below national SIR of 1.0

Measure	1Q20-3Q20	1Q21-3Q21	State*	National*	UMC /State/National Met
PSI-90: Patient Safety & Adverse Events Composite ↓	1.503	0.9097	--	1.0	✚ ⊘ ✚
HAI-1: Central Line Bloodstream Infections (CLABSI) ↓	1.520	1.310	--	1.0	✚ ⊘ ▬
HAI-2: Catheter Urinary Tract Infections (CAUTI) ↓	1.234	0.792	--	1.0	✚ ⊘ ✚
HAI-3: SSI Colon Surgery ↓	2.09	0.799	--	1.0	✚ ⊘ ✚

↓ Lower is better. ✚ Goal Met ▬ Goal Not Met ⊘ No Published Benchmark

Data Source: Vizient & NHSN CMS Datasheets; AHRQ Version 2021

*State and National benchmarks from most recent April 2022 CMS Hospital Compare Preview Report. No CMS State benchmark for PSI-90 or HAIs. CMS National and State Benchmark will exclude 1Q2020 and 2Q2020 data due to COVID Pandemic for VBP purposes.

PSI 90 is a composite of the following 10 PSI indicators: pressure ulcers, iatrogenic pneumothorax, fall with hip fracture, peri-operative hemorrhage/hematoma, peri-operative metabolic complications, post-op respiratory failure, peri-op pulmonary embolism/deep vein thrombosis, post-op sepsis, post-op wound dehiscence, & accidental puncture/laceration

HCAHPS Performance: Create and Implement a Plan to Improve Year (CY20) Over Year (CY21) & Track UMC Ratings Against Local Area Hospitals

Measure	1Q20-3Q20	1Q21-3Q21	State*	National*	UMC /State/National Met
HCAHPS					
• Responsiveness of Staff ↑	56	60	63	67	✚ – –
• Cleanliness of Hospital ↑	60	61	67	73	✚ – –
• Quietness of Hospital ↑	48	48	57	63	✚ – –
• Discharge Information ↑	81	82	82	86	✚ ✚ –
• Communication with Doctors ↑	74	74	75	81	✚ – –

↑ Higher is better. ✚ Goal Met – Goal Not Met ⊘ No Published Benchmark

Data Source: Press Ganey

*State and National benchmarks from most recent April 2022 CMS Hospital Compare Preview Report. CMS National and State Benchmark excludes 1Q2020 and 2Q2020 data due to COVID Pandemic for VBP purposes.

FY22 Clinical Quality & Professional Affairs Committee

Demonstrate improvement (utilizing the Star Ratings) from prior calendar year (CY20/CY21) in the overall perception of case/services at UMC Ambulatory Care through the following online review sites

Measure ↑	1Q20-3Q20	1Q21-3Q21	UMC Goal Met
Yelp ↑	2.4 60	3.6 98	✚
Google ↑	3.3 80	3.2 118	▬

↑ Higher is better. ✚ Goal Met ▬ Goal Not Met ⊘ No Published Benchmark

Date Source: Yelp & Google obtained through Experience Department

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 discuss 2022 initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 16, 2022 Governing Board Audit and Finance Committee meeting and discuss 2022 initiatives.

Cleared for Agenda
February 23, 2022

Agenda Item #
24

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for January FY22 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report for January FY22; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the January FY22 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
February 23, 2022

Agenda Item #
25

UNIVERSITY MEDICAL CENTER

January 2022 Financials

KEY INDICATORS – JAN

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,361	16,108	26.40%	17,870	2,491	13.94%
Total Admissions	1,827	1,872	(2.38%)	1,496	331	22.13%
Observation Cases	1,097	983	11.60%	983	114	11.60%
AADC	657	520	26.40%	576	80	13.94%
ALOS (Admits)	7.47	5.74	30.17%	7.61	(0.14)	(1.83%)
ALOS (Obs)	1.42	1.55	(8.33%)	1.55	(0.13)	(8.33%)
Hospital CMI	2.07	1.82	13.80%	1.97	0.11	5.26%
Medicare CMI	2.20	2.05	7.09%	2.08	0.12	5.77%
IP Surgery Cases	754	776	(2.84%)	702	52	7.41%
OP Surgery Cases	171	524	(67.37%)	470	(299)	(63.62%)
Transplants	12	14	(14.29%)	14	(2)	(14.29%)
Total ER Visits	8,706	8,698	0.09%	7,674	1,032	13.45%
ED to Admission	7.37%	-	-	8.77%	(1.40%)	-
ED to Observation	12.86%	-	-	13.51%	(0.65%)	-
ED to Adm/Obs	20.24%	-	-	22.28%	(2.04%)	-
Quick Cares	19,473	16,188	20.29%	12,761	6,712	52.60%
Primary Care	4,831	5,944	(18.72%)	4,604	227	4.93%
Deliveries	104	119	(12.61%)	91	13	14.29%

SUMMARY INCOME STATEMENT – JAN

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$71,502,916	$60,075,125	$11,427,791	19.02%
Net Patient Revenue as a % of Gross	20.09%	17.07%	3.02%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$70,724,894	$64,306,144	($6,418,750)	(9.98%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	$778,021	($4,231,020)	$5,009,041	118.39%
Add back: Depr & Amort.	$2,119,352	$2,224,662	$105,310	4.73%
Tot Inc from Ops plus Depr & Amort.	**$2,897,374**	**($2,006,357)**	**$4,903,731**	**244.41%**

SUMMARY INCOME STATEMENT – YTD JAN

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$476,723,452	$401,075,511	$75,647,941	18.86%
Net Patient Revenue as a % of Gross	19.04%	17.37%	1.67%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$473,461,586	$431,474,826	($41,986,760)	(9.73%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	$3,261,866	($30,399,316)	$33,661,182	110.73%
Add back: Depr & Amort.	$14,890,948	$15,624,942	$733,994	4.70%
Tot Inc from Ops plus Depr & Amort.	**$18,152,814**	**($14,774,373)**	**$32,927,187**	**222.87%**

SALARY & BENEFIT EXPENSE - JAN

	Actual	Budget	Variance	% Variance
Salaries	$27,176,509	$24,257,448	($2,919,061)	(12.03%)
Benefits	$12,328,940	$11,620,715	($708,224)	(6.09%)
Overtime	$2,591,910	$799,670	($1,792,241)	(224.12%)
Contract Labor	$2,956,734	$802,241	($2,154,493)	(268.56%)
TOTAL	**$45,054,093**	**$37,480,073**	**($7,574,020)**	**(20.21%)**

EXPENSES - JAN

	Actual	Budget	Variance	% Variance
Professional Fees	$3,044,758	$3,731,197	$686,439	18.40%
Supplies	$10,879,778	$12,040,629	$1,160,851	9.64%
Purchased Services	$5,903,836	$5,593,144	($310,693)	(5.55%)
Depreciation & Amortization	$2,119,352	$2,224,662	$105,310	4.73%
Repairs & Maintenance	$893,403	$669,287	($224,117)	(33.49%)
Utilities	$528,985	$280,430	($248,555)	(88.63%)
Other Expenses	$1,457,390	$1,529,001	$71,611	4.68%
Rental/Leases	$843,298	$757,722	($85,576)	(11.29%)
Total Other Expenses	**$25,670,801**	**$26,826,071**	**$1,155,270**	**4.31%**

COVID-19 FUNDING SUMMARY

"Above the Line"	FY 2020 Total	FY 2021 Total	FY 2022 YTD Jan
Operating Revenue			
Total CARES Act Funding in Operating Revenue ABOVE THE LINE	$977,746	$23,693,686	$9,630,143

"Below the Line"	FY 2020 Total	FY 2021 Total	FY 2022 YTD Jan
Non-Operating Revenue			
Total CARES Act Funding in NonOperating Revenue BELOW THE LINE	$32,405,323	$34,654,271	$0

FY 2023 BUD TIMELINE

03/23/2022 - AFC Prelim

04/20/2022 - AFC Final

04/27/2022 - Present final Budget to GB

04/28/2022 - Final sent to County

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Receive an update from Meena Vohra, M.D.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Chief of Staff, Meena Vohra, M.D., will provide an educational update on the Medical Staff's roles and responsibilities at University Medical Center.

Cleared for Agenda
February 23, 2022

Agenda Item #
26

UMC
UNIVERSITY MEDICAL CENTER

Chief of Staff Report

Medical and Dental Staff

As of February 15, 2022:

- Physicians (MD, DO, DMD, DDS, DPM): 988
- Advanced Practice Professionals (APRN, CNM, PAC, CRNA): 150

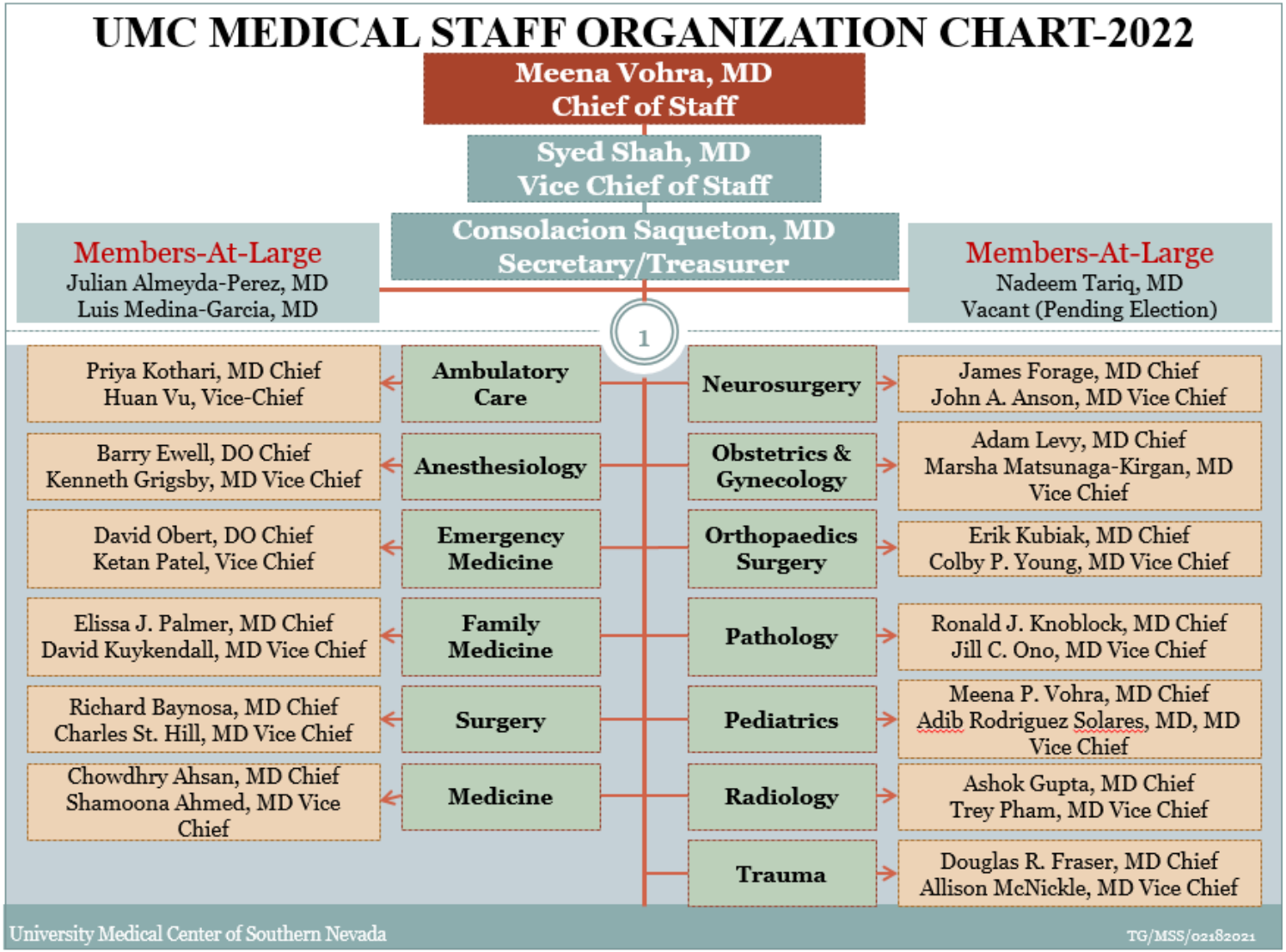
Medical Executive Committee (MEC) Members:

- Chief of Staff, Vice-Chief of Staff, Secretary/Treasurer, 4 Members-at-Large, Past Chief of Staff
- 13 Department Chiefs
- Chairman of:
  - Performance Improvement Committee (PIC)
  - Credentials Committee
  - Bylaws Committee
  - Advanced Practice Professionals (APP) Committee

Responsibilities of Department Chiefs

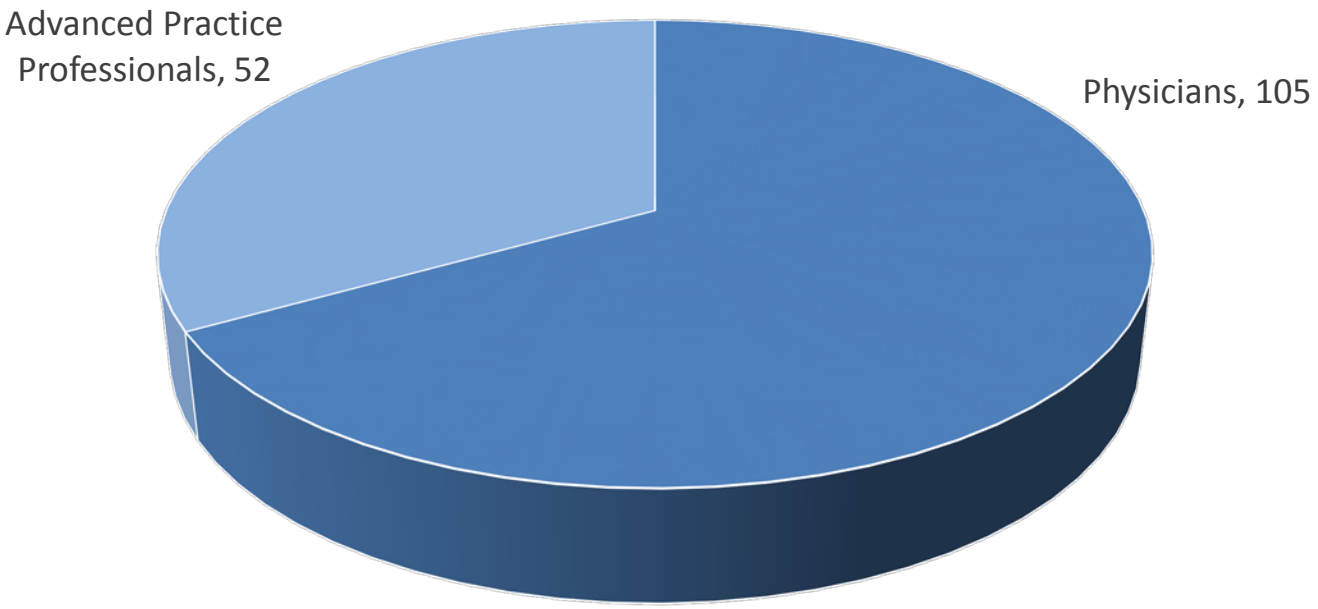
- Oversee all clinically-related activities of the Department
- Oversee all administratively-related activities of the Department, unless otherwise provided by the hospital
- Provide ongoing surveillance of the performance of all individuals in the Medical Staff Department who have been granted privileges
- Recommend to the Credentials Committee the criteria for requesting clinical privileges that are relevant to the care provided in the Medical Staff Department and recommend clinical privileges for each member of the Department
- Coordinate and integrate interdepartmental and intradepartmental services and communication
- Develop and implement Medical Staff and hospital policies and procedures that guide and support the provision of patient care services
- Assess and improve the quality of care and maintain quality control programs
- Meet with CQPS on a monthly basis to review quality measures
- Conduct departmental meetings on a regular basis
- Report regularly to the Medical Executive Committee

UMC MEDICAL STAFF ORGANIZATION CHART-2022



Initial Provider Credentialing

01/01/2021 - 12/31/2021



Bylaws: 180 calendar days to process an application

Average Processing Time

1/1/2020 – 12/31/2020 : 49 Days

1/1/2021 – 12/31/2021: 50 Days

Medical Staff Services Professionals

Medical Staff Professionals:

Gathering all required information per the Bylaws for review and approval by the Department Chief as it relates to all credentialing activity.

- Primary source verifications (NPDB, OIG, Malpractice, Affiliations, etc.)
- Verification of current licensure, DEA and Pharmacy license
- Education, Training and Employment verifications
- Clinical activity and/or evaluation of competency
- Ongoing FPPE evaluation
- Synopsis of any red flags
- Support MEC and Department Meetings

Volume:

- Initial Applications Processed in 2021: **157**
- Reappointments Processed in 2021: **587**

Ongoing Projects

Medical Record Completion:
Decrease the volume of deficient medical records by working together and engaging the involvement of Department Chiefs.

Documentation Improvement:
Develop EPIC templates and documentation to improve compliance with Joint Commission standards (ie. Brief Op Notes, ED Admit Orders, Consultation Protocol)

Equipment:
Assist medical staff in identifying/obtaining needed equipment to improve patient care and safety.

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 from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, 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 Kirk Kerkorian, School of Medicine at UNLV, Las Vegas School of Medicine.

Cleared for Agenda
February 23, 2022

Agenda Item #
27

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
February 23, 2022

Agenda Item #
28

UMC
UNIVERSITY MEDICAL CENTER

CEO Update
February 2022

CEO Update

- Covid stats update
- Elective surgeries
- Mask mandate lifted
- Monoclonal Antibody Clinic
- Visitor policy
- Laser therapy for burn scars – first in Nevada
- UMC Online Care – refer patients to website for details
- Re*VITAL*ize UMC- RFP responses due by March 10th
- Elevator refurbish to be complete by March 4th

THOSE HAPPY DAYS
CAR SHOW 2022

April 23

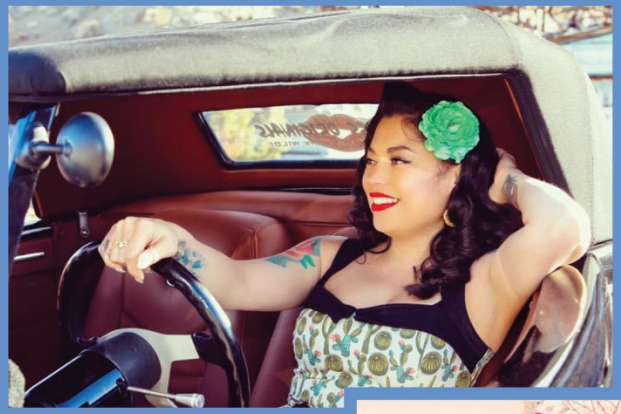
BENEFITTING
UMC CHILDREN'S HOSPITAL

Presented by:

GERRY AND JENNY **SHEAR**

MEMBERS AUTO
Owned by MC

For sponsorship information,
email **umcfoundation@umcsn.com** or
call **702-254-HOPE** (4673)



Shades Deluxe · Raising Cane's · FINDLAY CHEVROLET · Ameriprise Financial · The Luscious Lanes

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Chairman's Closing Comments**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive closing comments by Chairman John O'Reilly and provide directions to staff on the 2022 Governing Board Action Plan; and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 23, 2022

Agenda Item #
29

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
February 23, 2022

Agenda Item #

30

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board go into closed session pursuant to NRS 450.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 23,022

Agenda Item #
31