UMC Governing Board Meeting

Wednesday, June 29, 2022 2:00 pm

Delta Point Building - Emerald Suite - 1st Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
June 29, 2022, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, June 29, 2022, commencing at 2:00 p.m. at the location listed above to consider the following:

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

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

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the Joint Meeting of the University Medical Center Board of Hospital Trustees and Governing Board held on May 25, 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 June 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 28, 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 meetings held on April 6 and May 4, 2022; and take action as deemed appropriate*. (For possible action)*

6. Approve and authorize the Chief Executive Officer to sign the Amendment No. 10 to Hospital Participation Agreement with Health Value Management, Inc., d/b/a ChoiceCare Network for Managed Care Services; and take action as deemed appropriate. (For possible action)

7. Approve and authorize the Chief Executive Officer to sign the First Amendment to Hospital Services Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. (For possible action)

8. Approve and authorize the Chief Executive Officer to sign the Amendment No. 3 to Purchaser Participation Letter with Cardinal Health 414, LLC for Radiopharmaceuticals; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Supplier-Provider Agreement with Arthrex, Inc. for Arthrex products; authorize the Chief Executive Officer to execute amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Amendment No. 1 (Add Product) to Master Customer Agreement with Experian Health, Inc. to add ClaimSource Dental software solution; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the VNS Therapy System Purchase Agreement with Liva Nova USA, Inc.; and execute amendments/renewal options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Amendment to Lease Agreement and Service Agreement with Intuitive Surgical, Inc. for purchase of the ION™ Endoluminal System; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Client Agreement and Addendum, and execute future Addendums within the not-to-exceed amount of this Agreement with LocumTenens.com, LLC for physician staffing services; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the Chief Executive Officer to sign the Equipment Placement Services Agreement with SmallGuy, LLC dba Integrated Telehealth Solutions for TeleVisitor™ hardware and TeleTether™ software solutions; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

15. Review and authorize the Chief Executive to sign the Philips Service Agreement to extend certain warranties with Philips Healthcare; or take action as deemed appropriate. *(For possible action)*

16. Approve and authorize the Chief Executive Officer to sign the Performance Suite™ Solutions Subscription Agreement with Premier Healthcare Solutions, Inc.; or take action as deemed appropriate. *(For possible action)*

17. Approve the award of Bid No. 2022-04 2231 Remodel to Red Mesa Builders, Inc., the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of *authority; or take action as deemed appropriate. (For possible action)*

18. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment No. 2 to the Supply Agreement for COVID-19 Related Products with Life Technologies Corporation; or take action as deemed appropriate. *(For possible action)*

19. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Seventh Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

20. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Internal and Family Medicine Services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

21. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Womens Care Services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

22. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Psychiatry Services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

23. Approve and recommend for ratification by the Board of Hospital Trustees, the salary plan cost of living adjustment ("COLA") for Fiscal Year 2023 and Fiscal Year 2024, effective July 1, 2022, to the current Collective Bargaining Agreement between UMC and the Service Employees International Union, Local 1107; and recommend approval of the same percentage increases in the salary range for non-bargaining unit employees, excluding management plan employees, physicians, physician assistants, nurse practitioners, and those employees covered by a separate collective bargaining agreement; and direct staff accordingly. *(For possible action)*

SECTION 3: BUSINESS ITEMS

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

25. Receive an educational presentation from Keith Slade, Privacy Officer, on UMC's HIPAA Privacy Program; and direct staff accordingly. *(For possible action)*

26. Review and discuss the Governing Board 2022 Action Plan, to include an update from UNLV regarding the GME Program; and take any action deemed appropriate. *(For possible action)*

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

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

29. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

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

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

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

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

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

UMC Emerald Room
901 Rancho Lane, Suite 180
Las Vegas, Clark County, Nevada
Wednesday, May 25, 2022
2:00 p.m.

The University Medical Center Governing Board met for a Joint Meeting of the UMC Board of Hospital Trustees and Governing Board, at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:02 p.m. 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 - Via WebEx
Robyn Caspersen
Laura Lopez-Hobbs
Christian Haase
Harry Hagerty – Via WebEx
Mary Lynn Palenik - Via WebEx
Jeff Ellis - Via WebEx

Hospital Board of Trustees Present:
Marilyn Kirkpatrick
Tick Segerblom
Justin Jones
Jim Gibson
Ross Miller

Ex-Officio Members:
Barbara Fraser
Meena Vohra, Chief of Staff
Marc Kahn, M.D., Dean of Kirk Kerkorian School of Medicine at UNLV

Absent:
Renee Franklin
William McCurdy II
Michael Naft

Also Present:
Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
Lisa Logsdon, County Counsel
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

A motivational video presentation was shared with the Board Members reflecting the service provided to the community at University Medical Center.

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on April 27, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION: A motion was made by Member Hobbs that the minutes be approved as recommended. Motion carried by unanimous vote of the UMC Governing Board.

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

FINAL ACTION: A motion was made by Member Hobbs that the agenda be approved as amended. Motion carried by unanimous vote including both UMC Governing Board and Hospital Board of Trustees.

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Approve the May 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 24, 2022; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 5 Approve the Agreement with STERIS, Inc. for Surgical Lights and Equipment Booms for the Integrated OR Room project; authorize the CEO to sign any future change orders within his delegated authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- OR Renovation Project Package
- Disclosure of Ownership

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ITEM NO. 6 Approve the Fourth Amendment to the Master Agreement, Amendment to Customer Order 1000101759, and related Order Forms with CareFusion Solutions, LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Fourth Amendment to Master Agreement
- Amendment to Customer Order 1000101759 – Redacted
- Amendment to Customer Order 1000220096 – Redacted
- Amendment to Customer Order 1000220739 - Redacted
- Implementation Timeline
- Disclosure of Ownership

ITEM NO 7 Approve the Client Services Agreement for Core Measures and Other Registries Abstraction Services with DASpecialists, LLC; authorize the Chief Executive Officer to execute amendments or renewal options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Client Services Agreement
- Business Associate Agreement
- Transfer Letter QDS
- Disclosure of Ownership

ITEM NO 8 Approve the award for RFP No. 2022-01 Early Out Self-Pay Pre-Collection Services to CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG); approve the RFP No. 2022-01 Service Agreement; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

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

ITEM NO 9 Award RFP No. 2022-09 Ophthalmology On-Call Services to various physicians, and authorize the Chief Executive Officer to sign the Professional Services Agreements for Individual Ophthalmology On-Call Coverage and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Professional Services Agreement – Group On-Call
- Professional Services Agreement – Individual On-Call

ITEM NO. 10 Approve the Amendment 3 to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for pest control services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment 3 to Agreement
- Disclosure of Ownership

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ITEM NO. 11 Approve and ratify the Service Agreement with JMB Construction Inc. for 7th Story Tower Re-Feed Construction Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Services Agreement
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Caspersen to approve Items 4 - 11 on the Consent agenda listed above as recommended. Motion carried by unanimous vote of the UMC Governing Board Members.

SECTION 3: BUSINESS ITEMS

ITEM NO. 12 Welcome introductions and update from the Board of Hospital Trustees Chair, Governing Board Chair and Hospital CEO; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION: John O'Reilly welcomed everyone to the Joint Meeting of the Governing Board and Hospital Board of Trustees.

Tick Segerblom, Acting Chair for the Hospital Board of County Commissioners, thanked the Hospital Board and the other Commissioners and UMC staff for inviting them here today. He commended administration for all that has been accomplished at UMC.

Chairman O'Reilly stated that the diversity of the UMC Governing Board has been a significant element of success and it has been a privilege serving on the Board and working with the hospital.

ITEM NO. 13 Receive an educational presentation from Richard Whitley, Director, and Kyra Morgan, Chief Biostatistician, for the Nevada Department of Health and Human Services – State of Nevada, regarding an overview of Nevada Medicaid Insurance; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION: Richard Whitley, Director of Department of Health and Human Services and Kyra Morgan, State Biostatistician, provided a high level review of the Medicaid Cost Driver Analysis for the state of Nevada.

Nevada Medicaid serves as the largest payor of insurance in Nevada. In 2021 the program experienced a year over year caseload growth of approximately 33.5% and approximately 40% of its members use healthcare and approximately

60% of births are Medicaid. The cost driver data was broken down by plan, service category, geography, age and gender.

A recurring theme is that cost per utilizer/unit cost is driving YOY cost growth across all segments of the population. Increases in utilization are also present, which is driven by increases in enrollment.

As utilization returns to normal, we will likely see these themes compound into higher annual cost growth trends. As the public health emergency unwinds, and we return to traditional redetermination cycles, membership is expected to decline. This could also result in higher annual costs growth trends.

Future reports are needed to better understand health conditions and case mix.

There was continued discussion regarding the costs of pharmacy drugs and Medicaid rates and cost savings and reimbursements. Cost comparisons form other states are being reviewed.

Mr. Van Houweling asked if expansion of MCOs in the state has been helpful in controlling costs and creating more availability in providers.

Mr. Whitley responded that the number of MCOs has increased from 2 to 4 and this does add choice for the consumer.

A discussion ensued regarding the fee for service for disabled, the cost effectiveness provided through managed care and the cost incurred by fee for service for the state, as well as out of state care incurred costs.

A parallel analysis is being worked on that reviews payments from all payors statewide.

ITEM NO. 14 Receive an informational presentation from Jayme Ching, Nurse Practitioner, regarding Human Trafficking and Interventions at UMC; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION: Jayme Ching, Nurse Practitioner, provided a high level educational overview of human trafficking and interventions at UMC. Ms. Ching began her discussion by providing background of how she became involved in monitoring this activity and how to recognize it.

Studies show that up to 88% of trafficking victims access health care during their trafficking situation. She stressed that every patient should be screened. Staff awareness and barriers were reviewed, as well as what indicators to look for with trafficking victims.

In 2019, Nevada had 239 reported cases of human trafficking. Between the years of 2011 to 2019, there were 922 child victims identified and out of that number only 40% were reported as runaway.

Next, she provided a review of what UMC is doing system wide to mitigate this activity. A human trafficking taskforce was started in January, which includes community resources and inter-professional collaboration. Additional resources regarding human trafficking is available on the UMC Intranet.

Ongoing staff education and training is being rolled out hospital wide to benefit the organization, as well as the community.

A discussion ensued regarding the victims identified that are from Nevada or are known locally.

ITEM NO. 15 Review and discuss the Governing Board 2022 Action Plan, to include a presentation regarding the ReVITALize Façade Project at UMC; and take any action deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- PowerPoint Presentation

DISCUSSION: Patrick Burrus, Grand Canyon Project Manager, provided an overview of the ReVITALize Façade Project with UMC. The goal as the project manager is to mitigate risks as the project moves forward.

The construction approach for this project was reviewed. This is a CMAR profile project. Mr. Burrus explained the work that is done during the pre-construction phase of the project.

Commissioner Kirkpatrick asked about the financing of the project. Mr. Van Houweling explained the project was delayed due to the COVID-19 pandemic.

Chair O'Reilly added that the funding is available for this project.

Mr. Burrus continued that Martin-Harris was chosen as a vendor through the RFP process in April.

Renderings of the façade from the viewpoint of Charleston and Shadow Lane were shown. Mr. Burrus provided a visual tour of the planned upgrades and enhancements to the façade around the campus of UMC, which included a look at the improved signage, parking lots, landscaping, healing gardens and pedestrian walkways. Images presented also showed the enhanced LED lighting that will showcase the hospital.

The discussion continued regarding the funding for the improvement project and where the funds came from. Mr. Van Houweling added that the funding will come from UMC dollars.

It was clarified for the Commissioners that they would not have to take any action today on the preconstruction project, as it is within the delegation of the UMC Governing Board for approval.

ITEM NO. 16 Approve the RFP No. 2022-02 ReVITALize UMC Façade Project to Martin-Harris Construction, LLC for preconstruction services as the Construction Manager at Risk; approve the Standard Form of Agreement Between Owner and Construction Manager as Constructor and the General Conditions of the Contract for Construction; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Martin-Harris Construction Agreement

DISCUSSION:

Chair O'Reilly asked Susan Pitz, General Counsel, to provide a brief synopsis of what was being voted on today and who would need to vote.

Ms. Pitz stated that it is within the Governing Board delegation for preconstruction services to be provided by Martin-Harris and only the UMC Governing Board members need to vote on this item today.

This agreement is for a term of 3-months, NTE approximately $91K. Over the next 90-days, Martin-Harris will provide recommendations regarding the phasing of the project, which will go through the normal Committee and Governing Board approval process and will ultimately go before the BOT for approval. UMC may terminate this contract phase with convenience upon 7-days notice.

FINAL ACTION: A motion was made by Member Haase to approve the award of RFP as recommended. Motion carried by unanimous vote by UMC Governing Board Members.

Member Caspersen added that the Audit and Finance Committee approved this item at their meeting held on May 18, 2022.

ITEM NO. 17 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

At this time, Chair O'Reilly provided brief background of all of the Members of the HR Committee.

Kurt Houser, Chief Human Resource Officer provided a brief overview of the committee's duties, recent accomplishments and 2022 HR goals.
Some accomplishments include:
- Developed first ever staffing standards in cooperation with Audit and Finance Committee

- Developed first ever Centralized Resource Pool to meet patient care needs at optimal cost
- Submits annual organizational performance goals to align results to mission, vision, and values
  - Navigated COVID Human Resources Policies and Procedures
  - Creatively supported staff quality of life with no pandemic related layoffs or furloughs
- Voluntary Separation Program (VSP)
- Hired over 2,300 employees since 2020 (start of COVID). Over 20% of staff were internal hires.

There are 5 HR goals set for FY2022. Two of the goals are in response from the 2021 employment engagement survey to improve low scores in the survey and design framework for a leadership plan to improve scores. The next survey is in 2023. Other goals are to decrease the average time to hire metric to less than 70 days, implement market adjustments and demonstrate success in moving MPLAN level employees, using the 9-box tool, toward upper level/management succession.

Commissioner Segerblom inquired if there are any diversity goals or tracking programs. Mr. Houser responded that we did have an implicit bias goal last year.

FINAL ACTION: None taken

ITEM NO 18 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

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

At this time, Chair O'Reilly provided brief background of all of the Members of the Strategic Planning Committee.

DISCUSSION: Member Hagerty provided a brief overview of the committee's duties, activities and goals.

The strategic direction of UMC, along with the Kirk Kerkorian School of Medicine, is to become the leading academic medical center of Southern Nevada. Six service lines have been identified to help UMC be the leader for southern Nevada, with continued focus on the Children's Hospital.

Essential to the alignment with UMC is the medical school. Member Hagerty continued by identifying other tangible services that could help aid UMC in reaching short and long term goals.

Member Hagerty provided a list of qualitative and well as quantitative improvements experienced recently. In several service lines, there are many cases being brought to UMC as a result of capital investments in areas like cardiology due to the technology that has been brought to the hospital. Ambulatory services have grown with the addition of telehealth.

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Recent discussions regarding what the hospital of the future looks like, has sparked discussions regarding the use of more technology and remote care. The capital that is spent going forward would be used to move UMC forward to the future.

FINAL ACTION: None taken

ITEM NO 19 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

At this time, Chair O'Reilly provided brief background of all of the Members of the Clinical Quality and Professional Affairs Committee.

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION: Patty Scott, Quality Patient Safety & Regulatory Officer provided a brief overview of the committee's duties and goals.

The charter of the committee is to establish the framework necessary to promote a culture of quality, safety, accountability, and reliability that includes:
- Identification of objective measures to monitor and evaluate the quality and safety of care/services that aim to:
  - Ensure reliable processes
  - Decrease variation and defects
  - Focus on improved outcomes
  - Use evidence to ensure safe and effective care / service delivery
  - Ensure improvements are sustained
- Collaboration with organizational leaders and front line staff to identify opportunities for improvement, mitigate risk, and implement actions
- Identification of priorities for improvement and frequency of data collection
- Enhance continuous learning of the organization in the improvement and sustainment of processes and system design
- Identify emerging issues with the potential to affect quality, safety, and experience of patient care

The committee is centered around 3 main areas, improving quality and safety, patient experience and regulatory compliance.

Ms. Scott next reviewed the 2022 Quality/Safety goals.

Improvements and sustainment were listed and include: Promoting a culture of quality, safety, accountability and reliability, redesign of the workplace violence program, reducing hospital acquired safety events and infections and improve the patient experience.

In regulatory accomplishments, UMC had successful Joint Commission, blood bank, and stroke surveys and we have implemented electronic solution for policy/procedure management with streamlined workflow & reduction of policies/procedures.

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FINAL ACTION: None taken

ITEM NO. 20 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

At this time, Chair O'Reilly provided brief background of all of the Members of the Audit and Finance Committee.

DISCUSSION: Member Caspersen provided a brief overview of the committee's duties and accomplishments.

The Audit and Finance committee is responsible for reviewing and evaluating financial results, plans and audits of UMC.

Some of the tasks the committee is involved with is:
-Preparation of annual operating and capital budgets
-Periodic financial reports, audits (internal and external)
-Financial aspects of the strategic plans of UMC and coordinating issues of strategy with the Strategic Planning Committee.

Goals:
-To meet or exceed fiscal year budgeted income from operations
- Actual SWB per Adjusted Patient Day is less than $2,267 or Actual SWB as a percentage of net patient revenue is less than 63.23%

Some of the accomplishments include:
- 8 Annual operating and capital budgets from FY15 to FY22
-96 Monthly Financial Reports
-980 contracts (Average of 10 per month)
-Replaced Electronic Health Record selection, installation, implementation and optimization (104 EHR Modules)
--Implemented Electronic Contract Software (Ntracts) and Scheduling Software for Clinicians (Shift Hound)
-Kaufman Hall (Axiom) software contract for budgeting, financial analysis, and reporting
-County funding reduced $60M since the inception of the Audit and Finance committee
-Recipient of the 2017 CASHMAN Good Governance Award

Clinical improvements, service line enhancements and facility modernization items were listed.

There was a discussion with County CFO, Jessica Colvin, to discuss County and finance matters. No action was taken, but there was discussion regarding the timing and receipt of federal supplemental payments, the process of how federal

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supplemental payments work, cash flow management opportunities and capital financing options.

Chair O'Reilly commented on the electronic health record system that was replaced with Epic and despite past challenges, UMC has been successful.

FINAL ACTION: None taken

ITEM NO. 21 Receive monthly financial report from the Chief Financial Officer for April and year-to-date FY22; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- April FY 2022 Year to Date Financials

DISCUSSION: Jennifer Wakem provided a summary of the Fiscal Year 2022 financials.

There were 18,104 admissions, which is above budget 4%. AADC was 645 ALOS was approximately 7 days. This creates a challenge and opportunity for improvement. The volume of post-acute facilities and labor shortages are creating challenges with the patient length of stay. There are 32 patients that have been at UMC more than 3 months. We are actively working to solve this problem. There were 7,941 inpatient surgeries and approximately 4,800 outpatient surgeries. Transplants were at 116 and there were 91,140 ER visits year to date.

Summary income statement before depreciation and amortization was positive $ 19.4 million on a budgeted loss of $16.9 million.

Salaries Wages and Benefits showed over $400 million spent. This increase is due to patient volume, but also because of the rate spend due to overtime and contract labor.

Supplies are over budged $8 million primarily due to increased volumes, inflation and supply chain challenges.

Lastly, Ms. Wakem reviewed a list of eligibility and financial services offered to assist patients with healthcare benefits, as well as value-add benefits.

FINAL ACTION: None

ITEM NO. 22 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION: Dean Kahn provided highlights from the Kirk Kerkorian School of Medicine.

The school just held its 2nd graduation. There were 55 new doctors in the graduating class, 41% of the graduating class will remain in Nevada. He added that southern Nevada is short in residency positions in southern Nevada. The school is taking advantage of grants to apply for new programs. Funding has been released to increase the number of residency positions. GME remains a crisis in our community.

Construction is almost complete on the new Medical Education building. It is under budget and ahead of schedule, due to be complete late summer, early fall of this year. The school is working on financing for an ambulatory clinic and a research center.

Dean Kahn stated that the program to bring medical care to schools has been finalized. He added that we are here to care for the community. Funding has been received for 2 mobile clinics.

Finally, the partnership between UMC and the Kirk Kerkorian School is essential to the community. He commented on the need for comprehensive cancer care center here to UMC.

FINAL ACTION: None

ITEM NO. 23 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

Mr. Van Houweling shared statistics of how UMC compares to other hospitals in the nation.

He provided the following national statistics:
There are 5,438 hospitals in the nation
- 2, 960 are not for profit
- 1, 228 are for profit
- 951 are government owned hospitals
- 1,100 teaching hospitals

UMC is referred to as an essential hospital, public hospital, teaching hospital and a safety net hospital for the Las Vegas community.

UMC provides the highest level of care in the state and is the only Level 1 Trauma Center, Designated Pediatric Trauma Center, Verified Burn Care Center and only Transplant Center. Campus statistics of emergency services, quick and primary care and online care was provided.

The bed capacity for UMC sits among the top 50 hospitals; we have 9 quick cares, 7 primary cares (16 clinics) and we are continuing to grow. A new clinic

will be opening in Aliante and we are looking to expand in other areas. He shared a slide which showed service lines of UMC as compared to other like hospitals and the services that are provided.

UMC holds a C leapfrog safety grade and a 2 star HCAHPS patient satisfaction rating. Lastly, the income from operations as compared to other facilities was provided.

FINAL ACTION: None

SECTION 4: EMERGING ISSUES

ITEM NO. 24 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

Acting Chair Segerblom thanked the Board and staff for the invitation to attend today's meeting.

COMMENTS BY THE GENERAL PUBLIC:

FINAL ACTION: None

There being no further business to come before the Board at this time, at the hour of 4:57 p.m. Chair O'Reilly adjourned the meeting.

Minutes Prepared by: Stephanie Ceccarelli

APPROVED:

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Policies and Procedures**	**Back-up:**
Petitioner: **Mason Van Houweling, 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 April 6 and May 4, 2022; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
June 29, 2022

Agenda Item #

5

April 6, 2022 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 45 Approved, 17 Retired

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
2022 Code of Conduct	Revised	Approved as Submitted	Updated with 2022 date.
Blood Culture Collection	Revised	Approved as Submitted	Content of policy is not new or revised. Previously printed into manuals and distributed to the unit floor. It is now available through MCN, references and updated to current template.
Non-Blood Specimen Collection for Routine Testing and Culture	Revised	Approved as Submitted	Content of policy is not new or revised. Previously printed into manuals and distributed to the unit floor. It is now available through MCN.
Timed Collections for Therapeutic Drug Monitoring	Revised	Approved as Submitted	Content of guideline is not new or revised. Previously printed into manuals and distributed to the unit floor. It is now available through MCN.
Candidates for Receipt of CMV Seronegative Cellular Blood Products	Revised	Approved as Submitted	Content of policy is not new or revised. Previously printed into manuals and distributed to the unit floor. It is now available through MCN.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Blood and Blood Product Transfusion Reaction	Revised	Approved as Submitted	Content of policy is not new or revised. Previously printed into manuals and distributed to the unit floor. It is now available through MCN.
Infection Control Prevention Plan	Revised	Approved as Submitted	Removed signature page and updated name for employee health.
Service Animals	Revised	Approved as Submitted	Updated with minimal changes.
Reporting of Communicable Diseases & Conditions to Local Health District	Revised	Approved as Submitted	New template; updated reference; procedure updated to include automatic electronic communication.
Employee Health Service	Revised	Approved as Submitted	New format; cost vaccine may be provided; stronger language on informing IC/EH about communicable diseases; varicella immunity required.
Droplet Precautions	Revised	Approved as Submitted	New Format; minimal change; emphasis placed on hand hygiene when donning and doffing. Lippincott Reference added.
Contact-Enteric Precautions	Revised	Approved as Submitted	New format; minimal change; emphasis placed on hand hygiene when donning and doffing. Lippincott Reference added.
Contact-Droplet	Revised	Approved as Submitted	New Format; minimal change; emphasis placed on hand hygiene when donning and doffing. Lippincott Reference added.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Airborne Precautions	Revised	Approved as Submitted	Minimal changes; Lippincott reference added; clarification to follow GeneXpert Algorithm; emphasis placed on hand hygiene and PPE reference.
Sentinel, Never, and Adverse Events; Serious Reportable Events	Revised	Approved as Submitted	Placed on new template. Editorial changes throughout the document including the addition of additional timelines, document confidentiality, expanded definitions, expanded references, etc.
2021 Safety Management Plan Evaluation	Revised	Approved as Submitted	New Annual Safety Plan Evaluation.
2022 Safety Management Plan	Revised	Approved as Submitted	New Annual Safety Plan.
2022 Security Management Plan	Revised	Approved as Submitted	New Annual Security Plan.
2022 Hazardous Materials & Waste Plan	Revised	Approved as Submitted	New Annual Hazardous Materials & Waste Plan.
2022 Fire Safety Management Plan	Revised	Approved as Submitted	New Annual Fire Safety Plan.
2022 Utilities Management Plan	Revised	Approved as Submitted	New Annual Utilities Plan.
2022 Medical Equipment Management Plan	Revised	Approved as Submitted	New Annual Equipment Plan.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
2022 Emergency Management Plan	Revised	Approved as Submitted	New Annual Emergency Plan.
Hazard Communication Program	Revised	Approved as Submitted	Updated to 2022 management plan.
Occupational Safety and Health (OSH) Policy	New	Approved as Submitted	New Policy.
Accompanying Outpatient Pediatric Patients with Artificial Airways	New	Approved as Submitted	New Policy.
Enteral Feeding Management	Revised	Approved with Changes	Revised procedure to include radiographic confirmation; additional information regarding feeding formulas and infection control requirements, revised documentation requirements to be in line with Epic.
Comprehensive Addiction and Recovery Act	New	Approved as Submitted	New Policy.
Burn Reporting Guideline	New	Approved as Submitted	New guideline.
Burn Activation Guideline	New	Approved as Submitted	New guideline.
Burn Consult Guideline	New	Approved as Submitted	New guideline.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Initial Management for Pediatric Burn Patients	New	Approved as Submitted	New guideline.
Guidelines for Burn and Anesthesia	New	Approved with Changes	New guideline.
Guidelines for Early Palliative Care Consultation in the Burn Patient	New	Approved as Submitted	New guideline.
Burn Psychiatric Consult Guideline	New	Approved as Submitted	New guideline.
Initial Management for Large Burn Patients	New	Approved by Consent	New guideline.
Pain Assessment	Revised	Approved as Submitted	Revised to include Lippincott Procedure references; revised definition of Mild/Moderate/Severe pain. Updated pain scales.
Assault & Abuse Response and Reporting for Adults and Children	Revised	Approved as Submitted	Added Human Trafficking Section/Algorithm.
Pre-Admission Assessment Testing	Revised	Approved with Changes	Scheduled review, added to template. Updated resources. Minimal content changes.
K-9 (Canine) Therapy	Revised	Approved as Submitted	Scheduled review, updated sections 5.b., and 5.i., regarding the time to cancel a visit, and leash length.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Wellness Center-Human Immunodeficiency Virus (HIV) Screening Guidelines	New	Approved as Submitted	New Guideline.
Terminal Cleaning Guideline	Revised	Approved as Submitted	Scheduled review, references updated.
Discharge Cleaning Guideline	Revised	Approved as Submitted	Scheduled review, references updated.
Managing Patient Flow	Revised	Approved as Submitted	Placed on template, scheduled review, no changes.
Midnight Reconciliation of Census	Revised	Approved as Submitted	Scheduled review, no changes, placed on template.

May 4, 2022 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.
23 Approved, 15 Retired

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Post-Cardiac Arrest Prognostication – Pediatrics	New	Approved as Submitted	New policy from Code Blue committee as required by Joint Commission.
Fresenius – Hemodialysis Policies for Contracted Services Memo	Revised	Approved as Submitted	Annual renewal through April 1, 2023.
Autopsy	Revised	Approved as Submitted	Revised with Attachment A for Clark County ordinance #2.12.060.
Birth Outside of Asepsis or Precipitous Delivery	Revised	Approved as Submitted	Minimal additions to definitions and references.
Vaccination of Healthcare Workers for SARS-COVID 19	Revised	Approved as Submitted	Added to new template, updated vaccination exemptions. Ownership changed to Employee Health.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Influx of Infectious Patients	Revised	Approved as Submitted	Annual update, new template, updated negative pressure rooms, highest level PPE protection until infectious disease identified.
Triaging and Transfer of Patients from Pediatric ED to the Adult ED or Trauma Center	Revised	Approved as Submitted	Revised to current practice. Clarified transfer of pregnant minors.
IV Administration and Therapy	Revised	Approved with revisions	Revised to combine pediatric, adult and neonatal IV policies. Added Lippincott references and infiltration/extravasation assessment tool.
Infant, Child and Adolescent Pain and Comfort Standard	New	Approved with revisions	Added range for mild, moderate, severe, and removed images that appear in Lippincott references.
Pain Assessment	Revised	Approved as Submitted	Added pain scales with educational elements.
Special Procedural Cart Guideline	Revised	Approved as Submitted	Added to new template and updated with current items on cart.
Medication Management Process – Cytotoxic and Antineoplastic Medications: Management for Extravasation of Cytotoxic/Antineoplastic Potential Vesicant Agents	Revised	Approved with revisions	Added to new template, updated assessment tool attachment, and updated post-nursing intervention documentation. Updated references.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Inpatient Electronic Health Record (EHR) Downtime Process	Revised	Approved as Submitted	Added to new template and to the MCN system.
Diet Manual 2022 Updates	Revised	Approved as Submitted	Annual update to Diet Manual.
RD (Registered Dietitian) Auth	Revised	Approved as Submitted	Annual review with no changes, updated to new template.
Minimum Necessary	Revised	Approved as Submitted	Non-routine request process updated, added reference to UMC Personal Representatives policy.
Limited Data Sets and Data Use Agreement	Revised	Approved as Submitted	Added specific elements of a Data Use Agreement and qualifiers.
Respiratory – Bronchodilator Protocol	Revised	Approved with revisions	Revised to account for protocol assessment in EMR flowsheet.
Respiratory – Staffing Guidelines	Revised	Approved as Submitted	Updated units of service per shift and NICU requirements.
Invasive and Non-Invasive Ventilation Guidelines	Revised	Approved as Submitted	Updated language for restrained patients.
Infant Safe Sleep	Revised	Approved as Submitted	Updated with requirements for Safe Sleep including various educational elements.
Transition of Patients	Revised	Approved as Submitted	Updated from previous Discharge of Patients policy with minimal changes.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Service Animals	Revised	Approved as Submitted	Updated by risk management with animal care requirements and handlers removing a service animal.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment No. 10 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network**	**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 No. 10 to Hospital Participation Agreement with Health Value Management, Inc., d/b/a ChoiceCare Network for Managed Care Services; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 10 – extend through 6/30/2023
Amount: Amendment 10– revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On December 1, 2009, the Board of Hospital Trustees approved the Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network to provide its members healthcare access to the hospital and its associated Quick Care facilities. The Agreement has since been amended nine (9) times, most recently on July 1, 2020, which requested to extend the Term for two (2) years through June 30, 2022 and updated Attachment B-2 Schedule for Medicare Plans

This Amendment No. 10 requests to (i) extend the Agreement Term for one (1) year effective July 1, 2022 through June 30, 2023, (ii) update Attachment B-1 Commercial Rate Schedule, and (iii) update Attachment B-2 Fee Schedule for Medicare Plans.

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

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

Cleared for Agenda
June 29, 2022

Agenda Item #
6

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

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AMENDMENT No. 10
TO THE HOSPITAL PARTICIPATION AGREEMENT
Between
University Medical Center of Southern Nevada and ChoiceCare

This Amendment No. 10 to the Hospital Participation Agreement (hereinafter this "**Amendment**") is hereby made and entered into by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "**Hospital**") and **Health Value Management, Inc., d/b/a ChoiceCare Network**, (hereinafter referred to as "**ChoiceCare**").

WHEREAS, Hospital and **ChoiceCare (**hereinafter, collectively, the **"Parties")** entered into a Hospital Participation Agreement **(**hereinafter the "**Agreement")** which was effective, pursuant to its terms, as of December 1, 2009, and

WHEREAS, the Parties subsequently amended the Agreement with amendment No. 1 effective on December 1, 2011 (hereinafter "**Amendment No. 1**"), amendment No. 2, effective on December 1, 2013 (hereinafter "**Amendment No. 2**"), amendment No. 3 effective on June 1, 2015 (hereinafter "**Amendment No. 3**"), amendment No 4, erroneously named "Third Amendment", effective on December 1, 2015 (hereinafter "**Amendment No. 4**"), amendment No. 5 effective on December 1, 2017 (hereinafter "**Amendment No. 5**"), amendment No. 6 effective on December 1, 2018 (hereinafter "**Amendment No. 6**"), amendment No.7 effective June 1, 2019 (hereinafter "**Amendment No. 7**"), amendment No. 8 effective July 1, 2019 (hereinafter "**Amendment No. 8**"), amendment No. 9 effective July 1, 2020 (hereinafter "**Amendment No.9**");

WHEREAS, the Parties desire to further amend the Agreement; and

WHEREAS, the Agreement requires that all amendments be in writing.

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

1. The parties agree to renew this Agreement for one (1) year commencing on July 1, 2022.

2. Effective July 1, 2022, **Attachment B-1 Commercial Rate Schedule** is deleted in its entirety and replaced with the attached **Attachment B-1 Commercial Rate Schedule** attached hereto.

3. Effective July 1, 2022, **Attachment B-2 Fee Schedule For Medicare Plans** is deleted in its entirety and replaced with the attached **Attachment B-2 Fee Schedule For Medicare Plans** attached hereto.

4. Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of July 1, 2022 .

Hospital	**CHOICECARE**
Legal Entity: UNIVERSITY MEDICAL CENTER OF S	Signature:
Signature:	Printed Name: Rick Beavin
Printed Name:	Title: Regional President
Title:	Date: June 10, 2022
Date:	
Tax ID: 886000436	

services with are not covered by RBRVS. Notice of such assignments shall be approved in writing by both parties prior to being effective.

Remainder of this page left blank intentionally

ATTACHMENT B-1
ChoiceCare – COMMERCIAL RATE SCHEDULE

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

ATTACHMENT B-2
ChoiceCare – FEE SCHEDULE FOR MEDICARE PLANS

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply) N/A

☐ 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: 10

Corporate/Business Entity Name:	Humana Inc.	
(Include d.b.a., if applicable)		
Street Address:	500 W Main Street	**Website:** www.Humana.com
City, State and Zip Code:	Louisville, KY 40202	**POC Name:** Rick Beavin **Email:** rbeavin@humana.com
Telephone No:	(844)330-7799	**Fax No:** n/a
Nevada Local Street Address: **(If different from above)**	770 E Warm Spring Road	**Website:** www.Humana.com
City, State and Zip Code:	Las Vegas, NV 89119	**Local Fax No:** n/a
Local Telephone No:	(702)837-4401	**Local POC Name:** Fred Borho **Email:** fborho@humana.com

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

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

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

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

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

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

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

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

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

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

Signature

Rick Beavin
Print Name

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**First Amendment to Hospital Services Agreement for Managed Care Services with Cigna Health and Life Insurance Company**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Hospital Services Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 7/1/2022 to 6/30/2023
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

BACKGROUND:

Since July 2021, UMC has had an agreement with Cigna Health and Life Insurance Company ("Provider") to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities. ("Services").

This First Amendment seeks to extend term of the agreement by one (1) year from July 1, 2022 ending June 30, 2023 unless terminated for convenience with a 180-day written notice. Additionally, the First Amendment updates the Rate Exhibits for the new billing period.

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

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

Cleared for Agenda
June 29, 2022

Agenda Item #
7

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

First Amendment to Hospital Services Agreement

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

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

WHEREAS, the parties which to amend the Agreement with this Amendment as provided herein;

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

1. The effective date of this Amendment is July 1, 2022 ("Amendment Effective Date").

2. Rate Exhibits A14 (Hospital), A15 (Urgent Care Center), A16 (Primary Care Services) and A17 (Hospital Based Physicians) Dated July 1, 2021 of the Agreement shall be deleted in its entirety and replaced with attached Exhibits A14 (Hospital), A15 (Urgent Care Center), A16 (Primary Care Services) and A17 (Hospital Based Physicians) Dated July 1, 2022, the Effective Date.

3. The Addendum to Hospital Service Agreement for The State of Nevada, is extended for one year, July 1, 2022 ending June 30, 2023, the Amendment term period.

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

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

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

AGREED AND ACCEPTED BY:

Hospital	**Cigna**
University Medical Center of Southern Nevada	Cigna Health and Life Insurance Company
Signature	Signature Teri Lauenstein
Name	Name
Mason Van Houweling	Teri Lauenstein
Printed Name	Printed Name
Chief Executive Officer	Vice President, Network Management
Title	Title
	June 10, 2022
Date Signed	Date Signed

88-6000436

Federal Tax ID

1548393127

National Provider Identifier

EXHIBIT A 14

Cigna – **Fee Schedule and Reimbursement Terms**

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

EXHIBIT A 15

Cigna – **Fee Schedule and Reimbursement Terms**

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

EXHIBIT A 16
Cigna – **Fee Schedule and Reimbursement Terms**

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

EXHIBIT A 17
Cigna – **Fee Schedule and Reimbursement Terms**

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 46

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

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

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

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

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

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

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

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

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

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

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

Teri Lauenstein — Signature

Teri Lauenstein — Print Name

VP Network Management — Title

June 13, 2022 — Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

Cigna Executives and Management Team

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment No. 3 to Purchaser Participation Letter with Cardinal Health 414, 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 Amendment No. 3 to Purchaser Participation Letter with Cardinal Health 414, LLC for Radiopharmaceuticals; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000716100
Description: HPG Pricing for Radiopharmaceuticals Products
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 03/01/2022 – 2/28/2023
Amount: Additional $294,591.03; Total $2,914,591.03
Out Clause: 30 days w/o cause

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

BACKGROUND:

On March 01, 2017, UMC entered into a Radiopharmaceutical Supply Agreement ("Agreement") with Cardinal Health 414, LLC ("Cardinal") for radiopharmaceuticals that are utilized for Nuclear Medicine procedures for the period from March 01, 2017 through February 28, 2019. The not-to-exceed amount of the Agreement was $1,000,000.00 which includes all expenses. Amendment One, effective June 5, 2017, amended to add language to the LOP. Amendment Two, effective November 20, 2019 extend the agreement terms through February 28, 2022, amended the Compensation to add an additional $1,620,000.00.

This Amendment No. 3 requests to add additional funding of $294,591.03 wherein the new total not-to-exceed amount is $2,914,591.03, and extend the term of the agreement by one-year to February 28, 2023. All other terms of the Agreement remain unchanged.

UMC's Radiology Director 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 June 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 29, 2022

Agenda Item #
8

AMENDMENT NO. 3 TO PURCHASER PARTICIPATION LETTER

This Amendment No. 3 ("Amendment") to the Purchaser Participation Letter ("LOP") entered into by and between Cardinal Health 414, LLC ("Vendor"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Purchaser"). Vendor and Participant are, from time to time, hereinafter jointly referred to as "Parties."

RECITALS:

WHEREAS, the Parties entered into the LOP effective March 1, 2017; and amended with Amendment One effective June 5, 2017; and amended with Amendment Two effective March 1, 2019; and

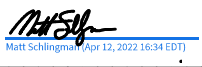
WHEREAS, the Parties desire to further amend the LOP as set forth below.

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 as follows:

1. Extend the current LOP from March 1, 2022 and ending February 28, 2023. Notwithstanding the foregoing, in the event that either HPG or Vendor terminates the Agreement before its expiration, or Purchaser discontinues its affiliation with HPG, the LOP will no longer be valid

All other terms and conditions of the Agreement not amended by this Amendment Three shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment Three by their duly authorized officers, intending to be legally bound hereby.

Cardinal Health 414, LLC	**University Medical Center of Southern Nevada**
Signature  Matt Schlingman (Apr 12, 2022 16:34 EDT)	Signature
Printed Name and Title Matt Schlingman, Manager, Contracting	Printed Name and Title
Date 04/12/2022	Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Supplier-Provider Agreement with Arthrex, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Supplier-Provider Agreement with Arthrex, Inc. for Arthrex products; authorize the Chief Executive Officer to execute amendments within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: General surgical products
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: June 1, 2022 – May 31, 2024 (24 months)
Amount: Not to Exceed $3,000,000
Out Clause: Thirty (30) days' written notice for convenience; Budget Act and Fiscal Fund Out

BACKGROUND:

UMC has been purchasing commonly used supplies from Arthrex on an individual case basis and now wishes to formalize the arrangement with a pricing agreement for general surgery supplies. This Agreement provides for fixed pricing during the term and will net UMC 30% of the list prices.

UMC will spend up to $3,000,000 during the term of the agreement, from June 1, 2022 to May 31, 2024. The agreement may be terminated at any time without cause upon thirty (30) days written notice. Staff also requests authority for the CEO to execute amendments to the Agreement if deemed beneficial to UMC.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 29, 2022

Agenda Item #
9

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Supplier-Provider Agreement

This Supplier-Provider Agreement (the "Agreement") is entered into as of June 1st, 2022 (“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 (1000010432) (“Provider”) located at located at 1800 W Charleston Blvd, Las Vegas, NV 89102 (hereinafter referred to as the "Provider") and Arthrex, Inc., located at 1370 Creekside Boulevard, Naples, Florida 34108, (hereinafter referred to as the "Supplier").

Introduction

WHERAS, Supplier agrees to provide the “Products” set forth in Exhibit 1 to the Provider.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The initial term of this Agreement shall be for a period of 24 months ("Initial Term"), commencing on the Effective Date and ending on May 31st, 2024. Provider or Supplier shall have the right to terminate this Agreement without cause upon thirty (30) days written notice during the Term to a party at its address specified in the introductory paragraph of this Agreement, or such other address as a party may designate in writing, and will be deemed received within three (3) days from mailing date. This Agreement shall terminate upon Supplier’s discovery of Provider’s purchase of Products included herein, from any third party not approved, in writing, by Supplier. This Agreement, and it’s associated pricing, will terminate upon the issuance by Provider of any RFI or RFP to Supplier except for a rigid endoscopy RFP.

1A. Budget Act And Fiscal Fund Out: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of Provider’s fiscal years in which Provider’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. Provider 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 Provider of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

2. Products and Pricing. Pricing for the Products is contained in Exhibit 1. Provider’s total payments to Supplier for Products under this Agreement shall not exceed $3,000,000 for the Initial Term. Pricing for the Products shall be fixed for the initial term of the Agreement if Supplier’s Local Service Price does not change. Agreement extensions shall incur a 3% price increase, per annum, for Agreements extended beyond two years of the commencement date. If Supplier’s Local Service Price changes for any Product, Provider will be offered the Product at the same discount rate, as determined in Exhibit 1. The “Contracted Price” contained in Exhibit 1 is predicated on Provider purchasing routinely used, defined as 3 uses per month, Products from Supplier (not delivered by Supplier’s local authorized representative (“Agency”) and shelving said Products. Any Products supplied by local Agency are subject to the “Local Service Price” on Exhibit 1, if said Products are routinely delivered by local Agency in lieu of shelving. Supplier will make every reasonable effort to assist Provider in acquiring and controlling a reasonable par level of inventory. Stocking levels of Supplier’s Products, by Provider, will be evaluated not less than 30 days prior to the end of any Agreement year. The Contracted Price may be adjusted upward if a stocking level of 85% of routinely used items is not maintained.

3. Relationship. Supplier and Provider acknowledge they are in a mutually beneficial relationship under this agreement; however, it is expressly agreed that each party shall act solely as an independent contractor and that the relationship between the parties shall not constitute a partnership, joint venture or agency and this agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Supplier and Provider shall conduct business reviews, quarterly, to discuss progress under this Agreement.

4. Supplier’s Service Commitment. Supplier commits to representation in sixty (60) percent or more, if requested by Provider, of Provider’s surgeries utilizing Products herein in exchange for the Contracted Price, agreed upon stocking levels, and non-competitive commitment to Supplier’s Products.

5. Charges to Supplier. Supplier will follow Provider’s standard procedures as followed by Provider’s staff in regard to programming changes; testing; change control; and other similar activities, including Provider’s Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to time. Provider will provide a copy of said policy upon Supplier request.

6. Confidentiality. The parties acknowledge that all confidential information stipulated under this Agreement, including but not limited to, technical, pricing, commercial and financial data (“Confidential Information”) shall not be disclosed to any third party, except for a party’s employees, attorneys, or accountants (“Third Party”) on a need-to-know basis to perform the services under this Agreement, if the Third Party is under a written obligation of confidentiality.

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6A. **Public Records**. Supplier acknowledges that Provider is a public county-owned Provider 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 Provider receives a demand for the disclosure of any information related to this Agreement which Supplier has claimed to be confidential and proprietary, Provider will immediately notify Supplier of such demand and Supplier shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. Supplier shall indemnify, defend and hold harmless Provider from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Supplier documents in Provider's custody and control in which Supplier claims to be confidential and proprietary. For the avoidance of any doubt, Supplier hereby acknowledges that this Agreement will be publicly posted for approval by Provider's governing body.

7. **Discounts and Disclosure Obligation.** This Agreement provides Provider with rebates, discounts, payments and/or credits as defined in the federal Anti-Kickback Statute ("AKS") at 42 U.S.C. § 1320a-7b(b)(3) (the Anti-Kickback Statute discount provision) and other applicable laws and regulations. Provider hereby acknowledges its legal obligations to report the discounts, rebates, payments, and/or credits that it receives fully and accurately from Supplier under this Agreement pursuant to 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor), other federal or state laws or regulations, or agreements with third-party payers. Provider should retain documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request. To the extent required by the AKS or the Discount Safe Harbor regulations, 42 C.F.R § 1001.952(h) et seq., both parties shall fully and accurately disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements, including, without limitation, disclosing and accurately reflecting where appropriate, and as appropriate, to the applicable reimbursement methodology.

8. **Assignment.** Neither party may assign any of its rights under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted assignees of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this Agreement, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. Any change in control of parties resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Agreement that requires prior written consent of the other parties.

9. **Payment and Freight Terms.** Payment for invoices from Supplier for Products supplied hereunder shall be due thirty (30) days net from receipt of invoice and shall be paid via check or ACH only. All freight and shipping charges shall be FOB origin (Provider responsible for freight). Title of Products shall pass from Supplier to Provider at the point and time of origin. However, Supplier shall be liable for Product during transit. Provider will issue Purchase Orders, with correct 1) Quantity, 2) Item Number, 3) Description, and 4) Price for representative delivered Products no less than fifteen (15) business days after receipt of a delivered order form with correct 1) Quantity, 2) Item Number, 3) Description, and 4) Price from Supplier.

10. **Reprocessing.** Reprocessing of any disposable Products purchased from Supplier or Agency is unauthorized and any warranties on such Products that have been reprocessed are expressly disclaimed.

11. **New Products/Technological Advancements.** All Supplier new Product additions or technological advancements will be added and approved for use under the terms and conditions of this Agreement if they meet with clinical acceptability and financial objectives of the Provider. All new Products will be approved for addition to Agreement if Supplier offers additions at a Contracted Price of the same discount off Supplier's Local Service Price at the time of addition if Products routinely used are shelved. Exhibit 1 shall be amended to include the added Product. If Value Analysis is required, Provider commits to timely review and subsequent notification to Supplier, of Product within 30 days of Supplier's submitted request for Product additions.

12. **Governing Law.** Agree to remain silent.

13. **Access to Records.** Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, Supplier shall make available, upon written request to the Secretary of HHS, or upon request to the Comptroller General of the U.S., or any of their fully authorized representatives, this Agreement, and books, documents, and records of Supplier that are necessary to certify the nature and extent of such costs, and if Supplier carries out any of the duties of this Agreement through a subcontractor, with a value or cost of $10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

14. **Return Policy.** Supplier's Products may be returned for credit within thirty (30) days of purchase in accordance with Supplier's Return Policy set forth in Exhibit 2, except those Products that are damaged, or custom made.

15. **Taxes.** Unless Provider provides Supplier with a valid tax exemption certificate, Supplier's invoice shall include all taxes for the purchases made under this Agreement.

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16. **Warranties**. Unless otherwise set forth on Arthrex's website available at www.Arthrex.com, Arthrex, Inc. warrants its Products to the original purchaser who purchases Product through an Arthrex expressly-authorized distribution channel against breakage or failure due to defects in materials or workmanship for a period of one year from receipt of the Product by the original purchaser. If a Product breaks, or fails to function in normal surgical use, due to defects in materials or workmanship, Arthrex will, at its sole option and after examination by Arthrex's Quality Management Department, repair or replace the Product at no charge. The warranty does not cover damage caused by misuse or mistreatment of the Product. This warranty is void if the Product has been modified or altered in any manner, or if the Product has been repaired, or attempted to be repaired, by anyone other than Arthrex. THIS WARRANTY DOES NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER WHO PURCHASES PRODUCT THROUGH AN ARTHREX EXPRESSLY AUTHORIZED DISTRIBUTION CHANNEL IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARTHREX SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ARTHREX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RECOVERY OF ANY KIND AGAINST ARTHREX FOR BREACH OF PRODUCT WARRANTY SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. Some states do not allow limitations on the duration of an implied warranty, so all the above limitations may not apply to you.

17. **Indemnification.** Supplier agrees to indemnify and hold harmless Provider, and its directors, officers, employees or agents against third party claims, actions, losses, suits, judgments, awards, and reasonable out of pocket expenses associated thereto (hereinafter "Claims") for bodily injury or death to the extent said Claims are due to (i) the negligence or willful misconduct of Supplier or any of its employees, affiliates, agents, contractors or subcontractors; or (ii) a defect in the design or manufacture of the Product; provided, however, Supplier shall have no obligation hereunder to the extent arising out of Provider or any of its employees, affiliates, agents, third party service providers, contractors or subcontractors (a) failure to use the Product in accordance with its Directions for Use, Product labeling or other written instructions provided by Supplier; (b) purchasing or having the Product serviced by a third party not previously authorized by Supplier in writing; (c) failure to update or install new releases of any software related to the use of the Products; (d) modifications or changes to the Arthrex system requirements where PHI is maintained without written approval from Supplier; (e) failure to implement and maintain security measures to protect its own systems, environments and/or networks, including but not limited to, virus protection or firewall software; or (f) negligence or willful misconduct under this Agreement.
To the extent expressly authorized by law, Provider agrees to indemnify and hold harmless Supplier, and its directors, officers, employees, or agents against any Claims arising out of the negligence or willful misconduct of Provider or any of its employees, agents, contractors, or subcontractors.

18. **Insurance.** During the Term of the Agreement, Supplier agrees to purchase and maintain, at its own expense, Commercial General Liability-$1,000,000 each occurrence and $2,000,000 in general aggregate; automobile liability, including any auto, $1,000,000 combined single limits each accident; product liability $1,000,000 per claim; and statutory worker's compensation insurance. Supplier shall provide a Certificate of Insurance evidencing such coverage upon request.

19. **Federal Program Exclusion.** Supplier represents and warrants that (1) it is not excluded from participation in any federal health care program for the provision of items or services for which payment may be made under such federal health care program; (2) it is not the target of any investigation which is reasonably certain to result in exclusion from any federal health care program; and (3) it has not arranged or contracted (by employment or otherwise) with any employee or agent that Supplier actually knows or reasonably should know are excluded from participation in any federal health care program. During the term of this Agreement, Supplier will timely notify Provider in writing of any change in these representations. Supplier acknowledges and agrees that any exclusion from participation in any federal health care program may serve as the basis of termination of this Agreement by Provider.

20. **En Masse Invoice Audits.** Provider shall have the right to audit Supplier invoices. Audits of Supplier's invoices en masse, by Provider or a designated third party performing an audit on Provider's behalf, will be limited to a per annum basis.

21. **Entire Agreement**. This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, or conditions, express or implied, written, or oral. No other Provider terms and conditions shall apply, including any purchase order from Provider containing any different terms and conditions.

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IN TESTIMONY WHEREOF witnesses the signatures of Provider and Supplier by their duly authorized signatories below.

Provider: University Medical Center of Southern Nevada

By: _____

Name: Mason Van Houweling

Title: _Chief Executive Officer_

Date: _____

Supplier: Arthrex, Inc.

DocuSigned by:
By: Kevin King
A800ABB15F14465...

Kevin King

Name: _____

Sr Manager National Accounts

Title: _____

June 13, 2022

Date: _____

DocuSign Envelope ID: 3321C6A7-78B8-4CE9-9452-53CDB39EF449

Exhibit #1

Pricelist to be conveyed via Excel Spread Sheet

SEE CONTRACTS FOR PRICE LIST
NOT ATTACHED DUE TO SIZE

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Exhibit #2

Return Policy

Arthrex offers our customers a 30 day return policy. To expedite the processing of your request, we require the following:
1. Call our Return Department to obtain a Return Authorization (RA) Number.
2. Include original purchase order number, invoice number or order date.
3. Include a packing list with any information pertinent to your request for credit.
4. Write RA number on the outside of the shipping carton.
5. Ship the items freight prepaid to:
Credit and Return Department
Arthrex, Inc.
1370 Creekside Blvd.
Naples, Florida 34108
1-800-933-7001

Returned products may be refused and returned if the requested information is not provided. No restocking charge will be assessed for products returned within the 30 day period, provided the products are in their original packaging, and that the packaging is in like-new condition. Products contaminated with biohazardous materials will be refused and returned to sender.
• Unacceptable returns: products that are obsolete, products which are discontinued or damaged, merchandise ordered on a special basis, product not listed in current price list, merchandise in less than case quantities, or returned goods without proper documentation and RA number.
• In order to allow for an orderly administration of this policy, do not take credits for any returns until you have received credit from Arthrex. Arthrex makes every effort to process all returns in a timely fashion.
• All returned items must be free of biohazardous material.

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INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Business Designation Group (Please select all that apply) NA						
☐ 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:	**Arthrex, Inc.**	
(Include d.b.a., if applicable)		
Street Address:	**1370 Creekside Blvd**	**Website: www.arthrex.com**
City, State and Zip Code:	**Naples, Florida 34108**	**POC Name: Kevin King** **Email: Kevin.king@arthrex.com**
Telephone No:	**800-933-7001**	**Fax No:**
Nevada Local Street Address: **(If different from above)**	**NA**	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

DocuSigned by:

Signature A800ABB15F14465...

Kevin King

Print Name

Sr Manager National Accounts

Title

June 16, 2022

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

Supplier	Customer	
Experian Health, Inc. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	experian. health

Amendment No. 1 (Add Product) to Master Customer Agreement

This Amendment No. 1 ("Amendment") being an Add Product Amendment shall be made a part of the Master Customer Agreement dated June 22, 2021, including any schedules, addenda, and amendments thereto, ("Agreement") between Experian Health, Inc. ("Experian Health") and University Medical Center of Southern Nevada ("Customer," and together with Experian Health collectively, the "Parties"). This Amendment is subject to the Agreement and its Terms and Conditions which are hereby incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement. This Amendment shall be effective as of the last signature date by either party ("Amendment Effective Date").

PRODUCT OFFERINGS AND FEES

PRODUCT OFFERINGS AND FEES. **Only University Medical Center of Southern Nevada (listed on Exhibit A hereto) shall be entitled to receive the Products and/or Services set forth in the Product Offering Table below.** Customer agrees to complete Exhibit A in its entirety. Hospital Information System/Practice Management System (HIS/PMS) system(s) applicable to this Amendment include Epic.

Product Description	Qty	Fees (Unit Price) One-Time Implementation	Annual Subscription	Transaction
ClaimSource - Dental + Electronic Remittance Advice (ERA) for Epic is a fully scalable, web-based claims management system serving customers for dental claims. Includes direct claims submission, imports claims files (ANSI 837D) and performs ANSI 837 pre-submission edits and error checking. Electronic remits files (ANSI 835) are also retrieved from available payers and linked back to the claims	1	$2,500	$0.00	The ClaimSource Dental Transaction Fee shall be billed as provided below
An additional Electronic Data Interchange (EDI) facility installation. Also includes OneSource solution.	1	$1,500	$600	The Eligibility Verification Transaction Fee shall be $0.18 per Transaction.

Fees referenced above are stated at unit cost value. Totals presented below contain extended costs.

Total 1st Year Fees (excluding transaction fees)	**$4,000**	**$600**
Future Recurring Annual Fees (excluding transaction fees); prorated and coterminous with the Term of Agreement	**N/A**	**$600**

****Note: For budgetary purposes of Customer, the Annual NTE cost of this Amendment after initial implementation, coterminous with the Term of Agreement, is $6,500 inclusive of all Subscription Fees, Transaction Fees and Pass-Through Fees listed herein.****

PASS-THROUGH FEES. Fees exclude pass-through fees ("Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCOs"), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Pass-Through Fees will be billed monthly in addition to all other Fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of the Agreement to the contrary, Experian Health shall have the right to increase the Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Pass-Through Fees are not subject to approval by Experian Health.

IMPLEMENTATION FEES. Implementation fees relate to the initial implementation and delivery of the product offering(s). These fees represent a one-time cost billed at contract execution.

SUBSCRIPTION FEES. Subscription fees relate to the ongoing availability of the product offering(s) to Customer. These fees are presented on an annual basis but billed on a monthly basis for the duration of the Agreement. Billing begins the earlier of: i) Customer's first productive use or ii) the ninth (9^{th}) full calendar month following the Amendment Effective Date.

ONLINE TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide online training for the products listed above. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. Further, custom programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

TRANSACTION FEES. Transaction Fees are billed per each successful transaction processed. A "successful" transaction shall be defined as an electronic transaction that returns a valid payer, data source, or business associate response to Customer from Experian Health as an inquiry sent to Experian Health from Customer's HIS/PMS system(s). Transactions become billable to Customer once Customer is eligible for training and will be billed on a monthly basis for the duration of the Agreement.

CLAIMSOURCE DENTAL TRANSACTION FEES. The ClaimSource Dental transaction fee ("ClaimSource Dental Transaction Fee") shall be equal to the sum of the Monthly Base Rate plus the Excess Usage Fee, if any, and shall be billed as provided below. These fees are billed on a monthly basis beginning the earlier of: i) Customer's first productive use or ii) nine (9) months following the Amendment Effective Date ("ClaimSource Dental Billing Date"). The ClaimSource Dental Transaction Fee does not include Pass-Through Fees. In no event will the ClaimSource Dental Transaction Fee be less than the Monthly Base Rate. Prior to the ClaimSource Dental Billing Date, Customer shall be billed at the Excess Usage Rate.

ClaimSource Dental Transaction Fee		
Monthly Base Rate	**Monthly Max Transactions**	**Excess Usage Fees**
$75 per month	350 transactions per month	$0.24 per transaction in excess of 350 transactions per month

PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO CLAIMSOURCE

ELECTRONIC INTERFACES AND SYSTEM SOFTWARE. Customer is responsible for providing electronic file(s), containing data elements for UB04 and or CMS 1500 medical claims ("Claims File") for use with the system software. The Claims File shall be delivered in an industry standard file format(s), or mutually agreed upon non-standard format, by a secure network connection, or other Experian Health approved method. Additional charges shall apply for programming changes to the system software resulting from Customer changes in the format(s) of the Claims File. These changes will be billed to the Customer based on Experian Health's current hourly programming rate. If Customer requests or makes changes in the format(s) of the Claims File, the process shall follow the **SCOPE CHANGES** process set forth below.

The system software accepts HIPAA compliant remittance advice data file(s) containing data elements related to payments and adjustments for medical claims for the contracted payers. The system software provides an output file format for transfer to accounts receivable systems. The Customer is responsible for the file transfer of remittance advice data file(s) from the Experian Health system to all other systems for the purposes of updating accounts receivable.

MISCELLANEOUS

BILLING TERMS. Customer agrees to the following billing terms: Net 30 from date of invoice.

STATEMENT OF WORK. The Statement of Work ("SOW") attached hereto as Schedule A is incorporated herein by reference and made a part of this Amendment.

SCOPE CHANGES. Customer requests for changes to an existing Product may result in modifications to the scope of service. The Experian Health team will review requested changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order process, as described herein. If Customer request is out of scope of the current version/configuration of the Product, and Experian Health determines, in its sole discretion, that the work is feasible, Experian Health will prepare a Change Order proposal with appropriate costs. The Change Order proposal shall document any Customer-requested customization or deviation from a best practice workflow and will include all associated fees. Prior to the commencement of any work, Customer must agree to a Change Order document in writing, which will include all fees and the proposed timeline based on the requested changes.

TERM OF AGREEMENT AND RENEWAL. This Amendment shall be coterminous and run with the Agreement. Accordingly, this Amendment shall remain in full force and effect for the remainder of the Initial Term, or any applicable Renewal Term, of the Agreement and may only be terminated as set forth in the Agreement. For the avoidance of doubt, as of the Amendment Effective Date, the Initial Term of the Agreement runs through June 21, 2024.

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

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

EXPERIAN HEALTH, INC.		**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**	
Signed By:	Jeff Corley	Signed By:	
Print Name:	Jeff Corley	Print Name:	Mason Van Houweling
Title:	Senior Director - Operations	Title:	Chief Executive Officer
Date:	May 31, 2022	Date:	

EXHIBIT A
FACILITY LIST AND ADMINISTRATION

Primary Facility Information

Legal Entity Name: University Medical Center of Southern Nevada
Address (No PO Boxes): 1800 W. Charleston Blvd., Las Vegas, NV, 89102
NPI #: 1548393127
If no NPI# is provided, please check the box that most accurately describes Customer:
☐ ACO ☐ Payer ☐ Pharmacy Hub ☐ BPO ☐ Collection Agency ☐ Other:_____(please describe)
Tax ID#: 88-6000436
Tax Exempt (yes/no): Yes
(If yes, please attach a copy of your certificate of exemption.)
Public Website: www.umcsn.com
Listed Phone Number for general inquiries: _____
Listed Email Address for general inquiries: _____
Type of Ownership: Partnership __ Sole Owner __ Nonprofit __ Corporation __ LLC __
Years in Business:

Contact Information

Business Principal (only required if Partnership or Sole Owner selected above)
Contact: Kim Hart
Phone: (702) 383-3762
Email: Kimberly.Hart@umcsn.com
Onboarding/Implementation
Contact:
Phone:
Email:
Billing
Contact:
Phone:
Email:

SCHEDULE A
STATEMENT OF WORK

(attached)

UMCSN - Dental Claims

University Medical Center of Southern Nevada

May 5, 2022

Experian Health

Statement of Work for University Medical Center of Southern Nevada

In preparation for implementing Experian Health revenue cycle solutions at University Medical Center of Southern Nevada locations set forth in Section 2 herein this Statement of Work ("SOW") will outline project goals, process, resources and commitment needed from both Parties to ensure a successful implementation and positive outcome. Experian Health will leverage industry standards and Experian Health's product implementation methodology which provides best practice recommendations for feature functionality by product based on industry experience and market feedback.

1. Overview:

Experian Health will provide Products as listed in this SOW:

Product	Suite
Additional Facility w/EV	Patient Access
ClaimSource - Dental + ERA for Epic	Claims

1.1. All Product implementations will follow a milestone-based implementation process as described below. Applicable timelines will be listed in the Product-specific section of this SOW.

1.2. Experian Health and Customer will review the implementation timelines throughout the implementation process and adjust if appropriate. Changes to the implementation process may result in modifications to timeline and scope of service. The project team will review changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order (as defined below) process. Standard timelines in the Product-specific section are based upon industry and customer experience and are dependent upon both Parties' ability to execute each deliverable in the allotted timeframe. Delays on either side may result in an elongated timeline. Acceptance Criteria: Customer shall test the Product(s) for issues related to Go Live (as such term is defined in each Product section). Additional details on testing requirements are documented below in the User Acceptance Testing (UAT) Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five (5) business days of completing UAT will result in the Products being deemed accepted.

If Customer rejects a Product or Deliverable, Customer must provide written notice containing a detailed explanation to Experian Health. Experian Health will cure all deficiencies within scope that are preventing Go-Live. If Customer rejection is out of scope of either the Agreement or this SOW (Customer is requesting custom work outside of product-specific language), Experian Health will prepare a Change Order document with appropriate costs outlined and only where Experian Health determines that the work is feasible. Customer will then approve and execute the Change Order document, which will include

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any associated costs and the revised timeline based on such changes. If development is not required, changes may be added to the project after Go-Live through the Change Order process. If development is required, and if Product Management and Development determine that these changes are feasible, they may be worked into the product roadmap as future enhancements and managed outside of the implementation. Custom Programming is available, to the extent requested in writing by Customer, for a fee set forth in an amendment to the Agreement.

2. Facilities and Locations Included

This SOW and fees included assume implementation of the Experian Health Products set forth herein at only the locations included in the table below. Adding locations will result in increased scope, elongated schedule and additional cost.

Locations Included in Scope	Annual Encounters	Products in Scope
University Medical Center of Southern Nevada	284430	

3. General Implementation Provisions

Experian Health will lead the implementation of the Product(s). Customer and Experian Health shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of Product(s) upon completion of the implementation process. Experian Health will provide artifacts, information and/or project workplans to support the implementation

Experian Health and Customer will create an implementation committee or equivalent ("Implementation Committee"), involving representatives from both Parties to validate implementation readiness against the Parties' contractual obligations. Experian Health and Customer will review deliverables by Product including scope, duration and available resources. Additionally, Experian Health will perform evaluations at designated milestones to assess overall implementation status, to evaluate completion of critical implementation requirements, and to identify potential risk areas. "Change Orders" will be used to document material changes to scope, pricing and/or timeline. Each Party's Implementation Committee members will also be accountable for reviewing and approving/declining all Change Orders (which must also go through the Parties' signature process).

Experian Health implementations utilize the following governance structure or equivalent:

3.1. Implementation Committee consisting of:

- 3.1.1. Customer Executive Sponsor (as defined below).
- 3.1.2. Customer Super User by Product when applicable.
- 3.1.3. Experian Health Implementation Sponsor (as defined below).
- 3.1.4. Experian Health Project Manager or Implementation Consultants by Product, when applicable.

3.2. Customer and Experian Health Project Managers.

3.3. Customer review group.

Implementation Team – Roles and Responsibilities

Both Parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. Customer may wish to have multiple participants fill the Super User, Operational or IT roles based upon operational structure or change management needs. Additional roles are detailed in the Product-specific section of this SOW.

If more than two (2) Products will be installed, a customer Project Manager must be assigned.

Customer

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Title	Job Description
Executive Sponsor	Key operational stakeholders that define scope for project, provide updates on progress and leads operational readiness - serves as a champion for the implementation in Customer organization.
Project Manager (PM)	Responsible for providing implementation leadership and monitoring implementation status. Communicates regularly with both internal Executive Sponsor and the Experian Health Project Manager.
IT Analysts	Assist in providing necessary documents and HIS specific configuration
Super Users	Operational users/managers that become experts in products. Input required throughout implementation especially during testing and training. Super Users may also be part of the implementation committee as needed.
Network/Desktop Admin	Configuration of connectivity and deployment of application.
Other	All resources necessary to successfully fulfill contractual objective.
Additional Roles	Product-specific roles will be defined in the product-specific section of this SOW

Experian Health

Title	Job Description
Implementation Executive Sponsor	Executive-level contact responsible for implementation oversight and high-level issue escalation
Project Manager (PM)	Overall implementation lead for the install, responsible for developing implementation workplan, timelines and monitoring/communicating overall status of implementation.
Implementation Consultant (IC)	Product-specific resource responsible for configuration of each application.
Integration Engineer (IE)	Technical resource responsible for establishing connectivity and platform build
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build

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Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.
Trainer	If applicable

Customer and Experian Health Resource Requirements

Experian Health scope of services includes the following unless otherwise noted herein:

3.4. Implementation Leadership including Implementation Management– Experian Health will:

3.4.1. Direct implementation start-up and provide cross-functional coordination and alignment of Experian Health resources. Experian Health will collaborate with Customer team to establish and maintain a mutually agreed upon implementation schedule for Experian Health and Customer resources.

3.4.2. Work with Customer to manage the scope of the technical portion of the Implementation and monitoring overall progress of the technology work.

3.4.3. Develop and manage the Implementation in accordance with a mutually agreed upon Project Workplan.

3.4.4. Formally document any Change Orders, including shepherding requests through Experian Health Product Management, development (if applicable), and pricing for Customer approval.

3.4.5. Set the cadence for Customer and Experian Health team communications.

3.4.6. Serve as the point of escalation for Experian Health Product issue resolution.

3.4.7. Identify and document risks that could hinder bringing the implementation to successful conclusion.

3.4.8. Provide implementation status reports for Experian Health activities.

3.4.9. Provide the Experian Health resources as outlined below for the duration of the implementation.

3.5. Implementation - Experian Health will:

3.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.

3.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide customer in translating their business requirements into Product-related decisions and settings.

3.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:

- Test plans.
- Test scenarios.
- Testing issue tracking.
- Testing completion and sign-off.

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3.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this SOW.

3.5.5. Provide support and direction to customer in preparation for "Go-Live" (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this SOW. Experian Health will support the event as specified in the Implementation Workplan and will work with customer to facilitate transition to Support at the end of the event. Additionally, Experian Health and Customer will work together to complete the following:

- Cutover strategy.
- Go-Live plan.
- Site readiness/change management plan.

3.5.6. Train Customer on the Client Support Portal and issue logging system upon Go-Live

3.6. Implementation Leadership – Customer will:

3.6.1. Provide cross-functional coordination and alignment of Customer resources. Customer will collaborate with Experian Health team to establish and maintain a mutually agreed upon on-site and remote schedule for Experian Health resources.

3.6.2. Provide Customer technical resources to partner with the Experian Health team to implement the technology portion of the implementation. This includes monitoring overall progress of the technology work and removing roadblocks for Customer technical team's progress.

3.6.3. Regularly review and manage implementation in accordance with a mutually agreed upon Workplan.

3.6.4. Participate and collaborate in the Change Order process. Cooperate when scope changes arise so that decisions are made in a timely manner to not cause delays and either proceed as planned or change scope.

3.6.5. Provide physical space, technology required and subject matter expert participants for workflow design, testing and live system events.

3.6.6. Work with Experian Health to establish key performance metrics to measure and monitor engagement progress and milestone achievement.

3.6.7. Collect baseline key performance metric data before and after implementation to benchmark product efficacy.

3.6.8. Provide Customer resources as outlined above for the duration of the implementation.

3.6.9. Create and execute the operational change management strategy prior to introducing Experian Health products.

3.7. Implementation - Customer will:

3.7.1. Work with Experian Health in the planning phase to define options for fulfilling defined functional needs.

3.7.2. Complete required document collection for Experian Health product build, including pulling and submitting data from the PMS, HIS and any other systems as needed per the specifications provided by Experian Health.

3.7.3. Participate in functional design work sessions specific to Experian Health Product(s) standard functionality and standard reports. Customer will serve as experts in current workflow and in Health Information System/PMS capabilities to translate its business requirements into Product-related decisions and settings.

3.7.4. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:

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- Test plans.
- Test scenarios.
- Testing issue tracking.
- Testing completion and sign-off.

3.7.5. Customer will reasonably cooperate with the requirements outlined in detail in Section 8 and the Product-specific section of this SOW. Customer will complete its portion of the following:

- Needs assessment finalizing scope and content of training sessions.
- Education agendas.
- Coordinating with Experian Health to schedule training post-testing and to ensure that all necessary users participate in training

3.7.6. Customer will work to implement the following as set out by Experian Health:

- Cutover strategy.
- Go-Live plan, including site readiness/change management.

3.7.7. Customer will serve as first line of defense for issue triage post-live and will log issues with the Client Support Portal post live and portal training.

Implementation Expectations

4. Planning

During the planning phase, Experian Health will review Customer-provided information related to business objectives and workflow, as well as content provided through the document collection process. Customer must provide information contained in the Product-specific section of this SOW.

5. Connectivity

Connectivity is one of the first major milestones and typically takes 4-5 weeks from contracting and consists of completing documentation, establishing ports, setting up firewall access and testing connectivity between your system and Experian Health. Product-specific connectivity details are listed in the Product section of this SOW. Customer shall work with Experian Health in good faith to establish connectivity. Customer acknowledges that lack of connectivity may extend the implementation timeline.

6. Build

During the build phase, Experian Health will use data provided by customer to create each standard Product.

6.1. Product Build is outlined in the product-specific section of this SOW.

6.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the product-specific sections of this SOW and will include all model functionality and features.

6.3. Requests to deviate from the standard functionality and features will be documented with the Change Order process and may be subject to additional cost.

7. Testing

Experian Health will perform internal quality assurance testing before providing the system to Customer for UAT. UAT consists of Customer-inclusive workflow and scenario-based testing of the product by its eventual users. The specific testing requirements vary by product and will be as set forth in more detail below in the Section of each product table entitled "Testing".

7.1. UAT preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), customer-provided centralized testing space, Customer testing resources for the duration of UAT.

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7.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend end-user training.

7.3. UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.

7.4. Specific testing requirements per product are included in the product-specific section of this SOW.

7.5. Customer is allotted test transactions that total no more than 10% of total annual encounter volume outlined in Section 2. Transactions that exceed this threshold shall be invoiced to Customer.

7.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

8. Training

A. Experian Health will collaborate with customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health Products. The specific training recommendations and delivery approaches vary by product and will be as set forth in more detail below in the Section of each product table entitled "Training".

B. During the implementation phase, the Implementation Consultant will work collaboratively with Customer to determine the timing for training and to coordinate the training plan and schedule details. Training sessions are instructor-led and delivered onsite or remotely and include detailed product functionality overviews along with training materials and user guides. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.

8.1. Train-the-Trainer model: Experian Health's trainers will work with Customer training team members to become proficient in training Experian Health Products. Train-the-Trainer includes customized training materials and QuickStart guides for trainees, as well as a proficiency exam for trainers.

8.2. Online Training: Experian Health shall provide online training for products listed in this SOW. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated product end users and/or training staff.

8.2.1. Experian Health recommends that Customer reserve a training room if multiple attendees from Customer's site will be attending.

8.2.2. Complete desktop personal computer systems for each attendee.

8.2.3. Telephone with Speaker Functionality (or a headset if Customer will be participating from a desk)

8.2.4. Internet connections for all attendees

8.3. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.

8.4. Experian Health offers a variety of reference materials for Customers, which are readily available. Materials include detailed online user guides, reference documents and a series of video tutorials.

8.5. Specific training recommendations and delivery approach per Product are included in the Product-specific section of this SOW.

9. Go-Live, Go-Live Support and Additional Feature Implementation

9.1. Go-Live is defined per Product in the Product-specific section of this SOW.

9.2. Go-Live support will be provided by Experian Health's Implementation Consultant team.

9.3. Go-Live issues will be documented by the Implementation Consultant team and logged as Cases for the Experian Health support team if additional troubleshooting knowledge is needed. Cases are prioritized by criticality. Low priority (P4-P5) items such as Product enhancement requests may transition in ownership from implementation to customer support prior to case closure.

9.4. Additional Product functionality may be scheduled to implement post Go-Live, for example, if live system data is necessary to complete configuration.

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9.5. Approved Change Orders, including unpaid but agreed-upon enhancements to best practice features or functionality, as defined in the Product-specific sections, and paid scope changes documented by a Change Order form that were not required for Go-Live may also be implemented post Go-Live.

10. Product Optimization Workshop (POW)

10.1. Experian Health may perform POWs either via Webinar or in-person, depending upon the Product, customer availability and overall implementation size approximately 30-60 days after Go-Live unless the Product-specific terms dictate otherwise. During this time, the Implementation Consultant will review with Customer the following: Product configuration, reporting, using the Client Support Portal and the transition to Account Management. Issues and workflow improvement items identified during this POW will be addressed by implementation or support, as appropriate.

11. Ongoing Maintenance and Optimization

11.1. By the end of the implementation, Customer shall take over primary ownership and will be responsible for tasks including but not limited to:

11.1.1. Submitting cases to Experian Health Support for found issues.

11.1.2. Supplying updated system information (CDM, Payers/Plans, Contracts, etcetera).

11.1.3. Communicating problem workflows to Experian Health for assistance.

11.1.4. Supporting additional contracted location rollouts of existing functionality.

11.1.5. Playing a primary role with Health Information System upgrades.

11.1.6. Maintaining user and payer mappings.

11.2. Experian will be responsible for the following:

11.2.1. Transitioning responsibility to Relationship Management and customer support:

- The transition process begins when Go-Live has been achieved for the transitioning Product(s). The transition is proposed and goes through a series of Experian Health internal approvals to validate that Customer is stable and ready to transition. Customer is made aware of the pending transition during this time.
- The Implementation team will provide details about Customer and setup and provide documentation relevant to the install to the Relationship Manager who will be working with Customer long-term.
- The Implementation team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.

11.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.

11.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.

11.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.

11.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

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	Dental and ERA (Epic)
Functionality:	Supports Dental claims (ANSI 837D) Provides customizable claim submission scheduling Standard ANSI 837 edits included Customizable response process utilizing Epic CRD or ANSI 277 files is fully supported Epic's Rapid Retest with same day corrected claim submission functionality is fully supported Enrollment team works with client through payer enrollment (claims and remits) when necessary Claims display on the Dental format with 837 accessible fields Standard dashboard reports and KPIs are available Electronic remittance processing of ANSI 835s is available Claim files accepted via automated sFTP delivery Claim exports are available Standard ANSI 837D files Print image format files
Standard Implementation Timeline:	4-5 months from contract signing.
Key Deliverables:	Completion of discovery questionnaire that assists in finalizing detailed business need scope for the claims project. Customer must provide Experian Health with: • Payer website credentials where needed (ECS, Accelerated Crossover,.etc.) • All Tax IDs and NPIs needed to process enrollments • Signatures on certain payer enrollments • For some payers the client will have to go to the payer website and do the enrollments themselves, however we will provide detailed instructions on when this is needed and how to do it. • Test files for claims • Logic for any remit posting file splits or custom programming • All public IP address(es) and/or public IP address range from which client's personnel (including any offsite locations, outsourced vendors, etc.) will be accessing ClaimSource®. This is due to IP address access filtering that is enabled for security. Epic integration build, which includes: • Creation of Epic interface files (CRD and/or 277 formats) for importing back into Epic • All internal Epic programming is client's responsibility
Testing:	Testing for the entire claim life cycle, across specialties and in bulk, begins as soon as the client's ClaimSource® test site is built and available. This continues as an iterative process until go-live.

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Training:	The ClaimSource® training team will work with the Project Manager to plan the onsite and go-live training sessions. The training team offers a web-based and on-site training program at customer training facility for billing and follow up staff.
Go-Live:	When claims going to a payer are accepted and adjudicated by the payer.

Project Team Role	Type	Description
Implementation Programmer	Experian	Work with the Implementation Manger, Trainer and client for all programming requirements
Claims Client Services Manager	Experian	Account Manager –long term contact for live products – optimization and issue resolution
Claims Enrollment	Experian	Handles the claims submission and remit enrollment process as desired, up to and including completing all payer enrollment forms, except for those that may require provider signatures and/or payer portal enrollment done by the provider only.

This SOW contains the complete and exclusive understanding between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements, oral or written. Following the execution of the agreement to which this SOW is exhibited, no provision of this SOW shall be modified or amended except in a writing signed by authorized representatives of both Parties.

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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): Not Applicable/None 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: 19

Corporate/Business Entity Name:	Experian Health, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	720 Cool Springs Blvd., Ste 200	**Website: Experian.com**
City, State and Zip Code:	Franklin, TN 37015	**POC Name: John Migliarini, Esq.** **Email: John.Migliarini@experian.com**
Telephone No:	888.661.5657	**Fax No: (615) 376-3552**
Nevada Local Street Address: **(If different from above)**	Not Applicable	**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)
Tom Cox	President	
Merideth Wilson	COO	
Rob Stucker	Production Management, V.P.	

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

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

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

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

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

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

Signature — Jeff Corley

Print Name

Senior Director - Operations

Title

May 11, 2022

Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment No. 1 (Add Product) to Master Customer Agreement with Experian Health, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment No. 1 (Add Product) to Master Customer Agreement with Experian Health, Inc. to add ClaimSource Dental software solution; 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: Add ClaimSource Dental Software Solution
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: Amendment 1 – 6/29/2022 to 6/21/2024
Amount: Amendment 1 cost breakdown to add ClaimSource Dental software solution:

Description	One-Time Fee	Annual Fee
Implementation	$4,000	
EDI Subscription		$600
ClaimSource Dental Transaction Fee		$900
ClaimSource Dental Transaction Fee (any excess usage)		NTE $2,500
Eligibility Verification Transaction Fee		NTE $1,250
Pass-Through Fee		NTE $1,250

Total NTE Cost for Year 1 with One-Time Implementation Fee	NTE $10,500
Subsequent NTE Annual Total Cost for Year 2 and onwards (if to be renewed)	NTE $6,500

Out Clause: 90 days w/o cause prior to the expiration of the Initial Term or any anniversary period thereafter

BACKGROUND:

On June 30, 2021, the Governing Board approved a new Master Customer Agreement ("Agreement") with Experian Health, Inc. ("Experian") to acquire revenue cycle software solutions on patient identity and eligibility verification, coverage discovery, patient financial clearance and claims management (collectively,

Cleared for Agenda
June 29, 2022

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"software solutions"). These software solutions help (1) automate insurance coverage verifications and provide real time plan-specific benefits information; (2) assess a patient's propensity to pay and connect those that potentially qualify for financial assistance; and (3) ensure that all claims are clean and data-driven before submission to a government or commercial payer. The Term of the Agreement is from June 22, 2021 through June 21, 2024 ("Initial Term") and may be extended for an unlimited number of 12-month periods. The Agreement may be terminated by either party with a 90-day written notice prior to the end of the Initial Term or any anniversary period thereafter. The estimated annual cost is $1.2+ million.

This Amendment No. 1 requests to add ClaimSource Dental to the suite of software solutions utilized by UMC. ClaimSource Dental will automate and assist in dental claim submissions ensuring that each claim is clean to minimize denials by a payer source. For the first year, UMC will compensate Experian NTE $10,500 (with a one-time implementation fee). For the succeeding years, UMC will compensate Experian NTE $6,500 annually inclusive of all Subscription Fees, Transaction Fees and Pass-Through Fees for ClaimSource Dental.

UMC's Patient Accounting Director and PAS & Ambulatory Care Executive Director have 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 Amendment is for the provision of software subscription.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**VNS Therapy System Purchase Agreement with Liva Nova USA, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the VNS Therapy System Purchase Agreement with Liva Nova USA, Inc.; and execute amendments/renewal options within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Purchase Agreement for Implantables
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: One year
Amount: $1,690,530.60 estimated annual cost
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

This request is for approval of a Purchase Agreement with LivaNova USA, Inc. for UMC to purchase implantable products as needed. The products are used for children and adults to control epileptic seizures when the seizures cannot be controlled with medication. UMC estimates its purchases at 4 to 5 cases of product per month for the one-year term of the Agreement. The total cost of the agreement is $1,690,530.60.

In accordance with NRS 332.115(4), the competitive bidding process is not required as the products purchased are goods/medical equipment commonly used by a hospital.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 29, 2022

Agenda Item #
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LivaNova
Health innovation that matters

Account No: 910004

VNS Therapy System Purchase Agreement

Purchaser: University Medical Center of Southern Nevada

Address: 1800 W. Charleston Boulevard

Las Vegas, NV 89102

1. Purchase. LivaNova USA, Inc. ("LivaNova") agrees to sell, and the purchasing party outlined above ("Purchaser") agrees to buy VNS Therapy Systems and/or components thereof ("Products") on the terms and conditions specified in this Agreement. LivaNova further agrees to offer support services to Purchaser with respect to any Products purchased, including, but not limited to, information related to third-party reimbursement and quality assurance for the Product. Purchaser shall submit purchase orders to LivaNova's Customer Support Department by telephone, facsimile, electronic mail, overnight courier, or U.S. mail. All purchase orders are subject to acceptance by LivaNova by shipment or otherwise. Orders accepted by LivaNova can only be canceled with LivaNova's written consent.

2. Hospital System. If Purchaser is part of or is affiliated with a hospital system or other group purchasing party (the "System"), Exhibit A to this Agreement lists all entities in the System, which exhibit shall be automatically amended to include any entities added to the System from time to time. The parties agree that (a) the terms of this Agreement shall apply to Purchaser and all such entities set forth on Exhibit A; (b) System shall cause Purchaser and all such entities set forth on Exhibit A to make all purchases of the Products pursuant to this Agreement and to follow the findings and recommendations of the System's value analysis; and (c) System shall guarantee payment and other performance obligations under this Agreement for Purchaser and all such entities.

3. Pricing, Rebates, Discounts and Set-Off. LivaNova agrees to sell the Products for the prices on Exhibit B. Purchaser agrees to fully and accurately disclose, as may be requested by the Secretary of the Department of Health and Human Services, any and all discounts and rebates to appropriate federal health care programs, and otherwise comply fully with 42 U.S.C. §1320a-7b(b)(3)(A), as amended, and 42 CFR §1001.952(h) each as amended from time to time. LivaNova shall have at all times a right of set-off as to any and all accounts between itself and Purchaser.

4. Taxes. If Purchaser is not a tax-exempt entity, Purchaser, or its affiliated hospitals, is responsible for payment of all sales and use taxes related to the purchase of the Product.

5. Payment. Purchaser agrees to pay each LivaNova's invoice within 30 days from receipt thereof. LivaNova reserves the right to withhold shipment of Products to Purchaser if Purchaser's account is past due.

6. Shipping. Purchaser agrees to pay all shipping-related expenses. Unless Purchaser requests overnight shipping, LivaNova will ship all Products for two-day delivery. All shipments are Free Carrier All (F.C.A.). LivaNova's facility and risk of loss transfers to Purchaser upon delivery of Product to the carrier at that point.

7. Product Returns and Exchange. Subject to Purchaser obtaining a corresponding Returned Goods Authorization number in accordance with LivaNova's Return Policy, unused and unopened Products in their original packaging and condition may be returned to LivaNova within 14 calendar days of their receipt for credit. Notwithstanding the foregoing, there will be no return or exchange of expired Products.

8. Approved Use and Authorized Purchase. In the United States, the Products are approved by the FDA (a) "for use as an adjunctive therapy in reducing the frequency of seizures in adults, adolescents, and children as young as 4 years of age with partial onset seizures which are refractory to antiepileptic medication"; and (b) "for the adjunctive long-term treatment for chronic or recurrent depression for patients 18 years of age or older who are experiencing a major depressive episode and have not had an adequate response to four or more adequate antidepressant treatments." LivaNova does not warrant, endorse, promote or otherwise encourage the use of the Products in a manner inconsistent with its approved labeling. Purchaser hereby warrants and represents that the Products purchased pursuant to this Agreement will only be implanted on the order of a duly licensed and prescribing physician.

9. Limited Replacement Warranty. LivaNova warrants the Products against defects due to faulty material or workmanship pursuant to the terms and subject to the limitations and conditions set forth in the Limited Replacement Warranty provided with each Product. THIS LIMITED REPLACEMENT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND REJECTED. In the event of a breach of the Limited Replacement Warranty, Purchaser's sole remedy and LivaNova's sole obligation is to replace the Products with the most comparable product then available. To initiate a warranty claim, Purchaser shall return the Products after obtaining a Returned Goods Authorization number from LivaNova. All warranty claims are subject to confirmation by LivaNova's Quality Assurance Department.

10. Business Associate Agreement. To the extent that LivaNova will access "protected health information" as a "business associate" as such terms are defined in the Privacy Regulations and Security Rule under the Health Insurance Portability and Accountability Act, LivaNova and Purchaser agree to timely execute a Business Associates Agreement provided by LivaNova.

11. Value Analysis. Purchaser represents that, as applicable, it has completed its value analysis process evaluating clinical efficacy of the Products and program feasibility and that such value analysis review supports execution of this Agreement. Findings and recommendations of the Purchaser's Value Analysis Committee will be followed by Purchaser. If the value analysis review was performed by the System, Purchaser agrees to follow the System's findings and recommendations.

Account No: 910004

12. Term and Termination. This Agreement shall be effective as of the date of execution by Purchaser and LivaNova and shall remain in effect for 1 year following date of execution. Termination of the Agreement for any reason shall not relieve UMC of its obligations under any purchase orders submitted prior to the effective date of termination.

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

14. Governing Law and Arbitration. The parties agree to remain silent on governing law. All disputes between the parties arising out of or in connection with the Agreement will be finally settled by binding arbitration according to the Rules for Non-Administered Arbitration of Business Disputes of the Center for Public Resources, ("CPR Rules").

15. Integration. This Agreement embodies the final, complete, and exclusive understanding between the parties and supersedes all previous agreements, understandings, or arrangements between the parties with respect to its subject matter. The terms contained herein may be modified, amended, or changed by LivaNova at any time upon written notice to Purchaser. This Agreement will not be amended, supplemented, varied, qualified, or interpreted by the terms accompanying Purchaser's purchase order or any other writing submitted to LivaNova in connection with the purchase of the Products under this Agreement or by any course of dealing between the parties or any usage of trade.

16. Waiver of Consequential Damages. In no event shall either party be liable for any special, incidental, indirect, punitive, or consequential damages, whether or not a party is specifically advised of the possibility of such damages and regardless of the legal theory under which such damages are claimed.

17. General. Failure of Purchaser or LivaNova to enforce any of the terms contained in this Agreement shall not prevent a subsequent enforcement of such term or be deemed a waiver of any subsequent breach. Should any provision or a portion thereof be unenforceable or in conflict with any applicable law, then the validity of the remaining terms shall not be affected by such unenforceability or conflict, and the Agreement shall be construed as if such provisions, or portion thereof, were not contained therein. The Agreement is not assignable by Purchaser without the prior written consent of LivaNova. Upon written notice to Purchaser, LivaNova may assign this Agreement to an affiliated company which controls, is controlled by or is under common control with LivaNova or a purchaser in a sale or transfer, directly or indirectly, of substantial assets or more than 50 percent of the outstanding shares of LivaNova capital stock.

18. Public Records. LivaNova acknowledges that Purchaser 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 Purchaser receives a demand for the disclosure of any information related to the Agreement which LivaNova has claimed to be confidential and proprietary, Purchaser will immediately notify LivaNova of such demand and LivaNova shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order.

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

LivaNova USA, Inc.	University Medical Center of Southern Nevada
Tammy Sadler	
Signature	Signature
Natl. Accts. Contract Manager	Mason Van Houweling
Title	Title
May 26, 2022	Chief Executive Officer
Date	Date

Account No: 910004

EXHIBIT A

PURCHASER & AFFILIATED HOSPITALS

Each of the Affiliated Hospitals listed below are considered individually as Purchaser and collectively as a System under this Agreement.

Acct No	Hospital Name	Shipping Address	City, ST	Ship -To

Account No: 910004

EXHIBIT B
Deal DL-37773

Item	QTY	2022 List Price / Each	Discount %	Discounted Price / Each
106 AspireSR Generator	1	$32,956.00	33%	$22,080.52
Model 103 Generator	1	$30,385.00	33%	$20,357.95
Model 104 Generator	1	$30,385.00	33%	$20,357.95
304 PerenniaFLEX Lead (2mm)	1	$8,560.00	33%	$5,735.20
402 Tunneler	1	$537.00	33%	$359.79
502 Accessory Pack	1	$767.00	33%	$513.89

DocuSign Envelope ID: E7022158-F881-4E18-A1D5-3CC4986219C9

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.
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- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	LivaNova USA, Inc.	
(Include d.b.a., if applicable)		
Street Address:	100 Cyberonics Blvd.	**Website:** www.livanova.com
City, State and Zip Code:	Houston, TX 77058	**POC Name:** **Email:**
Telephone No:	281.228.7200	**Fax No: 281.218.9332**
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)
LivaNova PLC		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.

DocuSigned by:
Taylor Pollock
534852240E5C42E...
Signature

Print Name: Taylor Pollock

2022-03-14 | 20:35 GMT
Date

Title: Vice President & Secretary

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment to Lease Agreement and Service Agreement with Intuitive Surgical, 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 to Lease Agreement and Service Agreement with Intuitive Surgical, Inc. for purchase of the ION™ Endoluminal System; authorize the Chief Executive Officer to exercise any extension/renewal options; 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: Purchase of ION™ Endoluminal System and Service Agreement

Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: Service term - 6/2/2022-6/1/2023
Amount: $605,000.00
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

Since April 2021, UMC has had an agreement with Intuitive Surgical, Inc. ("Provider") to lease the ION™ Endoluminal System, a robotic-assisted platform for minimally invasive biopsy in the lung, for a period of twelve (12) months. UMC had the option at the end of the period to renew, purchase the equipment or return it.

This request is to purchase the ION System for $545,000, which includes a partial credit of payments made by UMC during the lease term. UMC will also purchase a one-year service plan for $60,000, with the total cost amounting to $605,000. In addition, Staff requests board approval for the CEO to exercise annual renewals of the service plan, if deemed beneficial to UMC.

UMC's Director of Peri-Operative Service has reviewed and recommends approval of this Amendment. This

Cleared for Agenda
June 29, 2022

Agenda Item #

12

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 June 22, 2022 meeting and recommended for approval by the Governing Board.

Amendment to the Lease Agreement

This amendment (the "Amendment") is made and entered into as of **June 17, 2022** (the "Amendment Effective Date") by and between Intuitive Surgical, Inc., a Delaware corporation with its principal place of business located at 1020 Kifer Road, Sunnyvale, CA 94086 ("Intuitive") and University Medical Center Southern Nevada with its principal place of business located at 1800 West Charleston Blvd, Las Vegas, NV 89102 ("Lessee") (collectively, the "Parties").

WHEREAS, Intuitive and Lessee have entered into a Lease Agreement dated April 30, 2021 (reference MA-354-2021/ CLM 415142) (the "Agreement"); and its associated Use, License and Services Agreement ("ULSA").

WHEREAS, Lessee wishes to purchase the Equipment as set forth in the Special Terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter expressed, and for other valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree to amend the Agreement as follows:

1. Buyout Amount. Pursuant to the "Special Conditions" in the Agreement, Intuitive and Lessee agreed that after the Lease Period the Fair Market Value option will not exceed **$605,000.00** Lessee may purchase the Equipment for **$545,000.00** ("Buyout Amount"). Lessee remains responsible for any open invoices for the Lease Agreement and the buyout amount is contingent upon Intuitive receiving Lessee's payment for any open invoices.

2. Upon the date of the last signature below, Intuitive will issue Lessee invoice(s) totaling the amount of **$545,000.00.** This amount is subject to any applicable taxes. Lessee will pay the invoiced amount not later than thirty (30) days after the date of invoice(s).

3. Title. Title to System with serial number **EN0092** will transfer to Lessee upon the date of the last signature below.

4. Security Interest. Intuitive will retain a security interest in the System until payment of the full Buyout Amount has been received by Intuitive. Customer will perform all acts Intuitive reasonably determines are necessary or appropriate to perfect and maintain the security interest. If Customer defaults in its payments for the System, Intuitive has the right, without liability to Customer, to reclaim the System.

5. Service. Unless otherwise agreed to in writing between the parties, Lessee's Service plan will continue as per the ULSA, specifically, the Ion Service Plan at $60,000.00 per year, which Lessee may continue to renew for successive one (1) year terms, upon mutual written agreement of the parties.

BOTH PARTIES HAVE READ, UNDERSTOOD, and agreed to be bound by the terms and conditions of this Amendment and execute this Amendment as of the Amendment Effective Date.

ACCEPTED BY:

Intuitive Surgical, Inc.

Signature: _____
Miguel Trujillo (Jun 17, 2022 16:57 EDT)

Email: Miguel.Trujillo@intusurg.com

Title: Manager, Contract Administration

Company: Intuitive Surgical, Inc.

Date: _____

SP
SP

ACCEPTED BY:

University Medical Center Southern Nevada

By: _____

Name:_____

Title: _____

Date: _____

Service Agreement

Quote Number: 4015372

UNIVERSITY MEDICAL CTR OF S NEVADA - NV (the "Customer")
1800 WEST CHARLESTON BLVD
LAS VEGAS NV 89102
UNITED STATES

System Model:	**ION (the "System")**
System Serial Number:	**EN0092**
Payment Terms:	**NET 30**
Payment Frequency:	Annual

Package Type:	**SERVICE PLAN : ION Service Plan**
Service Term:	**06/02/2022* - 06/01/2023 (the "Service Term")**
Annual Service Fee:	60,000.00* USD

Emergency Response
Initial Response
ION Tech Support
Normal Labor
Travel Normal
Parts Exchange
System Inspections (PM)
Premises Response
Software Reliability Update
SRS Support

The "Annual Service Fee" excluding applicable taxes*: 60,000.00 USD

Intuitive Proprietary Information

© 2020 Intuitive Surgical, Inc. All rights reserved. Product and brand names/logos are trademarks or registered trademarks of Intuitive Surgical or their respective owner. See www.intuitive.com/trademarks

Service Agreement

Quote Number: 4015372

UNIVERSITY MEDICAL CTR OF S NEVADA - NV (the "Customer")
1800 WEST CHARLESTON BLVD
LAS VEGAS NV 89102
UNITED STATES

Both parties having read, understood and agreed to be bound by the terms and conditions of this Service Agreement.

ACCEPTED BY: INTUITIVE SURGICAL INC. ACCEPTED BY: CUSTOMER

Signature: Matt Keller (Jun 9, 2022 08:19 PDT)
Email: Matt.Keller@intusurg.com
Title: Sr Manager Service Contracts
Company: Intuitive Surgical, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Please e-mail the signed Agreement to servicecontracts@intusurg.com

* In the event the executed agreement is received 45 days after lapsing on to Time and Material coverage, Intuitive reserves the right to:

- Require a mandatory Preventive Maintenance billed at the current Time and Material rate prior to reinstating Service Contract coverage.
- Renew at the then current pricing for the respective Service plan.

At any point the system lapses to Time and Materials coverage, Intuitive will require a purchase order for any service issues identified during the T&M period which shall be resolved by Intuitive at the then current Time and Material rates.

Intuitive Proprietary Information

© 2020 Intuitive Surgical, Inc. All rights reserved. Product and brand names/logos are trademarks or registered trademarks of Intuitive Surgical or their respective owner. See www.intuitive.com/trademarks

Standard Terms & Conditions of Service

1. Services: If Customer is current in payment to Intuitive of the Annual Service Fee, Intuitive, directly or through one of its designated service providers, will provide support and maintenance of the System to Customer as outlined in this Service Agreement ("Services"). Intuitive will use parts sourced by Intuitive, which may, at Intuitive's discretion, include reconditioned parts, ("Equivalent to New" or "ETN"). ETN parts are components, assemblies, or partial products which have had prior usage, but have been inspected, reworked, and tested as required so that their function, performance, and appearance will be essentially equivalent to that of new parts. Regardless of whether parts are new or ETN, Intuitive's appropriate warranties apply.

2. Limitations on Service:

General. Intuitive does not have an obligation to provide Services (1) on any System where installation, repair, or adjustments have been made by an individual other than an Intuitive technician or an individual approved by Intuitive or (2) which are either necessary or desired as a direct or indirect result, in whole or in part, of unauthorized repair, modification, disassembly, alteration, addition to, subtraction from, reconfiguration, or misuse of the System, or negligence or recklessness on the part of Customer.

Cleaning. Regular daily cleaning of the System as described in the related manuals, labeling, instructions for use, notifications or other documentation ("Documentation") is not included in the Services.

Additional Equipment. Intuitive's Services obligations do not include the provision to Customer of any hardware developed by Intuitive that is not contained in the initial System obtained by Customer, and which Intuitive offers as a separate product or for an additional fee.

Time and Materials. If the System needs repair or maintenance services due to any of the circumstances described above, Intuitive may, at its sole election, provide repair services at Customer's expense and at Intuitive's then current time and material rates. Intuitive is not obligated to provide Services on any System for which any applicable warranty has been voided, or for which the performance of Services is otherwise excused by the terms of this Service Agreement or the associated sales agreement for the System.

Unauthorized Instruments and Accessories. The System is designed for use only with the instruments and accessories made or approved by Intuitive for use with the System ("Instruments and Accessories"). If Customer uses the System with any surgical instrument or accessory not made or approved by Intuitive, Intuitive may discontinue Services, and any warranties applicable to any Services provided prior to any discontinuance will be void.

3. Payment Terms: The issuance of a purchase order by Customer is solely for the convenience of the Customer; therefore, whether or not Customer issues a purchase order does not affect Customer's commitment to pay for Services under this Service Agreement. In the event Customer requires a purchase order to be referenced on a Service invoice to facilitate payment, Customer will provide Intuitive with a purchase order number sixty (60) days prior to each anniversary of the Service Renewal Term. After the Service Term, and subject to mutual written agreement, annual Services may be renewed at Intuitive's then current list price.

4. Services Warranty: Intuitive warrants that the Services will be performed consistent with generally accepted industry standards. If Intuitive breaches this warranty, Customer's sole and exclusive remedy will be to require Intuitive to re-perform the Services. FRU Parts: Replacement parts carry a ninety (90) day warranty against manufacturing defects and sold on an exchange basis only. **INTUITIVE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER AND THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATION WILL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW**.

5. Notice, Access and Cooperation: Customer will notify Intuitive or Intuitive's designated service provider of any requests for Services. Customer will fully cooperate with and assist Intuitive in the provision of Services.

Intuitive Proprietary Information

© 2020 Intuitive Surgical, Inc. All rights reserved. Product and brand names/logos are trademarks or registered trademarks of Intuitive Surgical or their respective owner. See www.intuitive.com/trademarks

Univ Med Center of S Nevada EN0092 F 06.02.22 Rev1

Final Audit Report 2022-06-09

Created:	2022-06-09
By:	Crescencio Meneses (Crescencio.Meneses@intusurg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbM1SbNOM0D7Xh7yh1t3NcaOwyPHQmZNx

"Univ Med Center of S Nevada EN0092 F 06.02.22 Rev1" History

Document created by Crescencio Meneses (Crescencio.Meneses@intusurg.com)
2022-06-09 - 3:17:51 PM GMT- IP address: 204.27.197.9

Document emailed to Matt Keller (Matt.Keller@intusurg.com) for signature
2022-06-09 - 3:18:30 PM GMT

Email viewed by Matt Keller (Matt.Keller@intusurg.com)
2022-06-09 - 3:18:39 PM GMT- IP address: 204.27.197.9

Document e-signed by Matt Keller (Matt.Keller@intusurg.com)
Signature Date: 2022-06-09 - 3:19:38 PM GMT - Time Source: server- IP address: 204.27.197.9

Agreement completed.
2022-06-09 - 3:19:38 PM GMT

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Intuitive Surgical, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1020 Kifer Road	**Website:**
City, State and Zip Code:	Sunnyvale, CA 94086	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature: Marc Giuffrida (Mar 12, 2020)

Email: marc.giuffrida@intusurg.com

Title: Sr. Director, Contract Administration

Company: Intuitive Surgical, Inc

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Client Agreement and Addendum with LocumTenens.com, 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 Client Agreement and Addendum, and execute future Addendums within the not-to-exceed amount of this Agreement with LocumTenens.com, LLC for physician staffing services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: Various Funded Pgm/Grant: N/A
Description: Locum Tenens Physician Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 5/4/2022 to 5/3/2023 with four, 1-year automatic renewal options
Amount: NTE $1,200,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Client Agreement and Addendum (collectively called "Agreement") with LocumTenens.com, LLC for the provision of locum tenens physicians in critical need areas of the Hospital. At times, this service may be used to solicit and fill a full-time UMC employee position. The total NTE cost of this Agreement is $1,200,000. The Term is from May 4, 2022 through May 3, 2023 with four, 1-year automatic renewal options unless terminated with a 30-day written notice. Staff also requests authorization for the Hospital CEO to execute future Addendums within the not-to-exceed amount of this Agreement if deemed necessary.

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

LocumTenens.com is coordinating with the Department of Business License in obtaining a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 29, 2022

Agenda Item #
13

This Client Agreement is between **University Medical Center (UMC) of Southern Nevada** ("Client" or "you") and **LocumTenens.com, LLC** ("LocumTenens.com," "we" or "us").

1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens Contractors (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 LocumTenens.com Duties

To assist you in obtaining qualified Contractors, LocumTenens.com will:

2.1 Source, screen and present potential Contractors as appropriate;

2.2 Use our best efforts to present Contractors acceptable to you;

2.3 Reimburse the Contractor(s) for his/her fee(s);

2.4 Provide malpractice insurance coverage, where required, through our insurance carrier for any and all Contractor(s) provided by us to you;

2.5 Verify or assist in obtaining Contractor licensure, as necessary; and

2.6 Allow you to retain patient revenue generated by any locum tenens Contractor(s) placed by us.

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;

3.2 Inform LocumTenens.com in writing within forty-eight (48) hours if any Contractor presented by LocumTenens.com, including any Contractor whose name has been submitted for clearance, is currently engaged, or has been previously engaged within the twelve months prior to such presentation or submission for clearance, in active written, two-way communication regarding employment or engagement with or regarding the facility where the medical services are to be provided. Absent such notification, the Contractor will be conclusively presumed to have been introduced by LocumTenens.com. Upon request by LocumTenens.com, Client agrees to submit written or pictorial proof of such communication, or of an introduction by another agency within the twenty-four (24) months preceding the presentation or submission for clearance by LocumTenens.com;

3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;

3.4 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, reimbursement of mileage at the rate allowed by the Internal Revenue Service), and gasoline reimbursement (both local gas and round trip gasoline expenses);

3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable. You will be solely responsible for any and all costs and expenses associated with or required for credentialing and/or privileging all Contractors, including but not limited to, costs for medical tests, drug screens, CSR screening, DEA certification, DEA address change and compliance with OSHA requirements. LocumTenens.com shall not be responsible for any such costs associated with, required for or relating to the credentialing or privileging of any Contractor;

3.6 Pay all fees associated with any patient compensation fund as applicable by state;

3.7 Verify identity of Contractor at Client's facility;

3.8 Pay or reimburse LocumTenens.com for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement; Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;

3.9 Comply and require the assigned facility to comply with AMA, TJC, federal, state and local standards relating to patient care and related activities;

3.10 Participate in LocumTenens.com customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor; and

3.11 Reimburse all fees charged to LocumTenens.com that arise out of the services of any managed service provider, vendor management system or similar such outsourced management agency that you may engage or utilize; this obligation shall survive any termination or expiration of this Agreement.

4.0 Fees

4.1 You agree to pay LocumTenens.com the specific fees for each Contractor as specified on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.

4.2 Immediately upon your acceptance of a Contractor, you agree to pay LocumTenens.com a deposit in the amount specified on the applicable Contractor Addendum. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay LocumTenens.com an administrative service fee in the amount specified on the applicable Contractor Addendum for each day a Contractor delivers services through patient contact or call availability.

4.4 Should a Contractor render services or be scheduled for call on a holiday, all hours will be charged at a holiday premium rate, as outlined in the Contractor Addendum. In addition, if the Contractor does not reside in the geographic area but remains within a fifty (50) mile radius of your facility, regardless of whether the Contractor renders services, on the applicable holiday, the holiday premium rate will apply. Holidays include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other holidays recognized by your facility.

4.5 You are responsible for verifying and signing Contractor's timesheets on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed timesheet indicates your agreement that Contractor has properly provided services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. Any and all timesheets are deemed to be accurate, valid and approved by you at the close of business on the third (3rd) business day following your receipt of the timesheet, and LocumTenens.com is owed payment of the service fees for the time reflected on any such timesheet in accordance with the terms hereof. If you have a question concerning a Contractor's timesheet, you shall notify LocumTenens.com within three (3) business days of your receipt of the timesheet.

4.6 Payment for each time card period is due immediately upon receipt of an invoice.

5.0 Cancellation of Coverage

LocumTenens.com expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by LocumTenens.com prior to the Contractor's removal. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 LocumTenens.com will not, in any event, remove a Contractor from or cancel an assignment for illegal or discriminatory reasons.

6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the applicable amount set forth below, you or the assigned facility may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through LocumTenens.com, following completion of 90 days of locum tenens coverage by that Contractor.

6.1 (a) If the Contractor provides in-person medical services and is hired for a permanent position, the recruitment fee is equal to (i) 25% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (ii) 25% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (i) and (ii) is greater. The amount determined under clause (i) shall be payable as provided under Section 6.3, and any additional amount required to be paid under clause (ii) will be paid promptly after the determination thereof.

(b) If the Contractor provides remote, telemedicine services and is hired for a permanent position, the recruitment fee is equal to (x) 50% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (y) 50% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (x) and (y) is greater. The amount determined under clause (x) shall be payable as provided

under Section 6.3., and any additional amount required to be paid under clause (y) will be paid promptly after the determination thereof. The recruitment fee amounts apply without regard to the specialty of the Contractor.

(c) The above recruitment fees are payable for any Contractor introduced to you by LocumTenens.com who: (i) Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or (ii) If you or the assigned facility personnel assist in obtaining the position, accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, or if the Contractor obtains privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility.

6.2 If the Contractor engages in locum tenens coverage or provides services for you or any of your affiliates or with the assigned facility, except through LocumTenens.com, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, then the recruitment fee is equal to 25% of the national average annual salary for the Contractor's specialty, excluding incentive or other bonus, as printed by Medical Group Management Association (MGMA) for the then-current calendar year. The recruitment fee is owed without regard to the specialty of the Contractor.

6.3 The recruitment fees above are due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by LocumTenens.com for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

Contractors are independent contractors of LocumTenens.com and/or any one of its affiliates (including LT Medical, LLC). Contractors are not employees, agents or subcontractors of LocumTenens.com. Because Contractors are independent contractors, neither LocumTenens.com, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 Standards Of Service

LocumTenens.com is committed to customer satisfaction. Our risk management will periodically review the performance of Contractors while on assignment. You agree to assist LocumTenens.com in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, as determined appropriate at Client's sole discretion, (2) providing necessary materials and reports on the performance of Contractors to LocumTenens.com's customer service/risk management team, medical director and legal counsel, and
(3) advising us within 48 hours of your notification of any incident or claim involving a Contractor placed through LocumTenens.com so that we may assist in its resolution.

9.0 Term

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one year terms, for a maximum of four (4) one-year renewals, unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty(30) days advance written notice of cancellation. Said thirty(30) day period shall commence upon the date of receipt of such notice by LocumTenens.com. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 LocumTenens.com may terminate this Client Agreement for any reason upon thirty(30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 LocumTenens.com shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 To the extent expressly authorized by Nevada law, Client shall defend, indemnify, and hold LocumTenens.com, its affiliates, officers, directors, employees, counsel, agents, and assigns, harmlessfrom and against any and all third party claims, losses, liabilities, damages, costs and expenses caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or anynegligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of LocumTenens.com which we deem to be proprietary, are confidential and are provided for your internal use only in connection with

your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in Las Vegas, Nevada. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement, if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements, written or oral, between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by either party without prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any party, other than LocumTenens.com and Client.

11.7 LocumTenens.com will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by facsimile or other wire transmission, (iii) by electronic mail where receipt is confirmed, or (iv) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Nevada.

The effective date of this Client Agreement is May 4, 2022

CLIENT: University Medical Center (UMC) of Southern Nevada	**LocumTenens.com, LLC**
Name:	**Name:** Justin Bracco
Sign:	**Sign:**
Title:	**Title:** Associate Vice President
Date:	**Date:** 5/14/22
Federal Employer ID:	**Notice Address:** 2655 Northwinds Parkway Alpharetta, GA 30009

ADDENDUM FOR University Medical Center (UMC) of Southern Nevada
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between University Medical Center (UMC) of Southern Nevada ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Thoracic Surgery (Doctor, On-Site)**
CALL	
24 Hour Call	$3,495.00-$4,995.00 Per Day with a Callback Rate of $495.00-$595.00 Per Hour
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays

Rates are subject to change based upon market conditions.

Additional Provisions, if any: These rate ranges are for Cardiothoracic and Cardiovascular Surgery

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is May 04 2022.

CLIENT: University Medical Center (UMC) of Southern Nevada	**LOCUMTENENS.COM, LLC**
Name:	**Name:** JUSTIN BRACCO
Sign :	**Sign :**
Title:	**Title:** Associate Vice President
Date:	**Date:** 5/16/22

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	LocumTenens.com, LLC	
(Include d.b.a., if applicable)		
Street Address:	2575 Northwinds Pkwy	**Website:** www.locumtenens.com
City, State and Zip Code:	Alpharetta, GA 30009	**POC Name:** Philip Roth **Email:** proth@locumtenens.com
Telephone No:	678.690.7005	**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)
LocumTenens Holdings, LLC	Member	100%

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

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

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

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

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

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

Signature — Philip Roth (Print Name)

Managing Director (Title) — 5/25/2022 (Date)

Leadership

Chris Franklin
President

Kevin Thilf
Executive Vice President

Diana Adler
Executive Vice President

Shane Jackson
Chief Executive Officer and President of Jackson Healthcare

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Equipment Placement Services Agreement with SmallGuy, LLC dba Integrated Telehealth Solutions**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Equipment Placement Services Agreement with SmallGuy, LLC dba Integrated Telehealth Solutions for TeleVisitor™ hardware and TeleTether™ software solutions; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 & 5430.011
Fund Name: UMC Operating Fund & Clark County Capital Equipment Transfer
Fund Center: 3000872000 & 3000999901
Funded Pgm/Grant: N/A
Description: TeleVisitor™ and TeleTether™ Patient Monitoring System
Bid/RFP/CBE: NRS 332.115.1 (g) & (h) – Computer Hardware & Software
Term: One year from Effective Date with four, 1-year extension options with written consent
Amount: NTE $622,058.56 for the first year with potential aggregate is NTE $1,810,298.56 for five (5) years
Out Clause: 30 days w/o cause; Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Equipment Placement Services Agreement ("Agreement") with SmallGuy, LLC dba Integrated Telehealth Solutions ("ITS") for the placement of equipment at UMC that will assist in telehealth patient observation, scheduling, and conduction of virtual social and clinical visitations, and/or for discharge medication management in conjunction with a pharmacy. The solution will eliminate the need for human monitoring for risks such as falling. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate ITS $622,058.56 for the first year with a potential aggregate NTE $1,810,298.56 for the full term of five (5) years if renewal options are exercised. The term of the Agreement is one (1) year from the Effective Date, with the option to extend for four, 1-year periods. Either party may terminate this

Cleared for Agenda
June 29, 2022

Agenda Item #

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Agreement with a 30-day written notice to the other.

UMC's Assistant Chief Nursing 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 Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

EQUIPMENT PLACEMENT SERVICES AGREEMENT

This Equipment Placement Services Agreement ("Agreement") is made by and between SmallGuy, LLC d/b/a Integrated Telehealth Solutions, a Nevada Limited Liability Company ("ITS") and the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer") and entered into as of the date of last signature set forth below ("Effective Date"). ITS and Customer are sometimes referred to individually as "Party" and collectively as the "Parties.

1. **SERVICES TO BE PERFORMED AND EQUIPMENT TERMS.** ITS will perform Equipment Placement Services "EPS" called "Equipment" and/or "Solutions" as set forth on the Order Form and Fee Schedule attached as **Exhibit A**. All services provided to Customer under this Agreement are governed by the terms and conditions of this Agreement. ITS agrees to supply the Equipment and/or Solutions for the duration of the term as noted in paragraph 3. The parties acknowledge and agree that any Equipment provided to Customer under this Agreement remains the sole property of ITS. The parties agree that the Equipment and/or Solutions will be used for the sole purpose of providing the EPS services and may not be configured and/or altered for any other purpose without express prior written consent from ITS.

2. **GRANT OF RIGHTS; CUSTODY AND CARE.** ITS owns or is the exclusive holder of all right, title and interest in and to the Equipment and/or licensed Solutions and hereby grants, and Customer accepts, the limited non-transferable and non-exclusive right to use the Equipment and/or licensed Solutions specified in Exhibit A, during the Term specified in paragraph 3. In the event the Equipment requires maintenance, repair or servicing, Customer shall promptly notify ITS and ITS will either repair or service Equipment on-site or provide a suitable replacement, as applicable.

3. **TERM AND TERMINATION.**

   a. This Agreement shall commence on the Effective Date and shall expire one (1) year later (the initial "Term") unless otherwise terminated as per the provisions of this paragraph 3 and then, with mutual written consent, renewed for consecutive one-year terms, not to exceed four (4) renewals, unless otherwise terminated as per the provisions of this paragraph 3.

   b. Notwithstanding the foregoing, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written advance notice to the other party. If either Party breaches the obligations set forth in this Agreement, the non-breaching Party may terminate this Agreement upon not less than five (5) days prior to written notice and retain its right to all damages caused by the breach (unless otherwise provided herein) and subsequent termination. A material breach of this Agreement by either Party shall be grounds for immediate termination of the Agreement.

      i. A "material breach" includes, but is not limited to:
         1. any jeopardy to the health or safety of patients or customers caused by the Equipment and/or Solutions;
         2. if a party has violated a term of this Agreement and failed to cure such default 5 days after being provided written notice;
         3. a Party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed, or if any proceeding is instituted either voluntary or involuntary under the U.S. Bankruptcy Code; or
         4. a Party or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list.

c. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations due and owing, which arose prior to the date of termination, and (ii) obligations, promises or covenants contained herein which expressly extend beyond the term of this agreement. Within 5 business days of the termination of this Agreement, whether termination is for cause or without cause, ITS shall make arrangements with Customer to remove Equipment, including power cords, from Customer's facility at ITS' sole expense.

4. **BUDGET ACT AND FISCAL FUND OUT**. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives ITS at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

5. **COMPENSATION**.

a. **Fees.** During the Term, Customer shall be responsible for Fees specified on the Exhibit A Order Form. Except as otherwise specified herein or in an Order Form: (a) Fees are quoted and payable in United States dollars; and (b) Customer's obligation to pay all Fees is non-cancelable, and Fees paid are non-refundable. Upon mutual written renewal of a Term per Section 3, the fees under the Order Form will be agreed to by both parties.

b. **Fee Increases**. In the event that the parties mutually agree in writing to any extension of a Term in excess of that provided for in Section 3 or upgrade in the EPS services, Customer shall be responsible for issuing payment to ITS based upon the then-current list price for such extension or services upgrade, unless otherwise set forth in the Order Form.

c. **Invoicing and Payment Terms**. All Fees payable to ITS under this Agreement shall be set forth in an invoice in accordance with the terms and conditions set forth in this Section. All payments shall be made within thirty (30) days of the date of the invoice via electronic funds transfer. In the event Customer disputes in good faith any invoiced Fees, Customer will provide written notice of the disputed amount within thirty (30) days of receiving such invoice and timely pay any undisputed portion of such invoice. The parties will cooperate in good faith to resolve any disputed invoice or portion thereof within 30 days of notice of dispute.

d. **NTE (Not to Exceed) Language**. Customer agrees to pay ITS for the products and services described in the attached Exhibit A, for the not-to-exceed amount of $622,058.56 for the Term of the Agreement.

e. **Taxes.** Unless otherwise stated in an Order Form or invoice, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all applicable Taxes associated with the EPS services ordered hereunder provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, ITS' income, revenues, gross receipts, personnel or real or personal property or other assets. ITS acknowledges that Customer is tax exempt.

6. **INTELLECTUAL PROPERTY.** Neither party to this Agreement shall be deemed to be granted any right, title or interest in or to the trademarks, trade names, service marks, copyrights, patents or other intellectual

property of the other Party. Customer and ITS expressly acknowledge and agree that neither party is granted under this Agreement the right to use, refer to or incorporate in any materials, including without limitation marketing materials, the name, logos, trademarks, or copyrights of the other Party.

7. **CONFIDENTIAL INFORMATION.** Both parties hereto shall treat as confidential all information relating to either party's operations or the general business affairs or any of the operations or general business affairs of the party (including the party's parent, affiliate or subsidiary companies) which the other party may observe or which may be disclosed as a result of the party's performance under this agreement. Neither party shall disclose including without limitation any information contained in this agreement, to third parties or use any such information for any purpose other than the performance under this agreement, without the prior written consent of the other party. Additionally, the Parties agree to abide by all State and Federal laws, rules and regulations, HIPAA and 42 C.F.R., Part 2. Both parties agree not to divulge any information concerning any individual client to any unauthorized person or agency without the written consent of the client and participant. This Section 7 shall survive the termination of the Agreement.

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

8. **DISCLAIMER OF WARRANTY.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ITS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER RELATED TO THE EQUIPMENT, THE SOFTWARE OR THE SERVICES OR ANY OTHER MATTER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF CUSTOMERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR WORKMANSHIP OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, ITS DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. **NOTWITHSTANDING THE FOREGOING, ITS WARRANTS THAT IT SHALL PERFORM ALL SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER, USING QUALIFIED PERSONNEL, IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND THAT SUCH SERVICES WILL BE FREE FROM DEFECTS OF WORKMANSHIP FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF SERVICE. ITS SHALL OBTAIN AND MAINTAIN AT ITS COST ANY AND ALL NECESSARY LICENSES, APPROVALS AND PERMITS REQUIRED FOR ITS PROVISION OF THE SERVICES. IN THE PROVISION OF EQUIPMENT AND PRODUCTS, ITS WARRANTS THAT: (A) THE EQUIPMENT AND THE PRODUCTS FURNISHED UNDER THIS AGREEMENT WILL MEET THE MANUFACTURER'S PUBLISHED SPECIFICATIONS AND LABELING WHEN USED IN ACCORDANCE WITH MANUFACTURER'S OPERATOR'S MANUALS AND LABELING INSTRUCTIONS, FOR THE PERIOD OF ONE (1) YEAR AFTER THE EFFECTIVE DATE; AND (B) THE EQUIPMENT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP.**

9. **INDEMNIFICATION.**

9.1 Indemnification by ITS. If a third party makes a claim against Customer that the EPS and/or related software and services provided by ITS infringes any patent, copyright or trademark, or misappropriates any trade secret or intellectual property right of any third party, or that ITS's negligence or willful misconduct has caused bodily injury or death, ITS shall defend Customer and its directors, officers and employees

against the claim at ITS's expense and ITS shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by ITS, to the extent arising from the claim.

9.2 **Indemnification Limits.** The indemnification obligations of these paragraphs shall survive the termination of this Agreement, except that ITS shall not have any liability with respect to claims for which it has not received notice within (3) years of the termination of the Agreement.

10. LIMITATION OF LIABILITY.

10.1 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES**. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF COMPANY DATA (OR ANY DATA RELATED THERETO) OR ANY INTERRUPTION OF BUSINESS OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OF A PARTY'S FRAUD, GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.2 **LIMITATION OF LIABILITY**. CUSTOMER AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CUSTOMER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR ANY OF THE ITS SERVICES, THE TOTAL MAXIMUM AMOUNT OF ITS' LIABILITY TO CUSTOMER, , SHALL BE THE FEES PAID BY COMPANY TO ITS WITHIN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE SERVICES AVAILABLE TO COMPANY, AND THAT, WERE ITS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

THE FOREGOING LIMITATION SHALL **NOT** APPLY TO:

(A) LOSSES OCCASIONED BY THE FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF A PARTY;

(b) THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDMENIFICATION UNDER THIS AGREEMENT;

(c) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY ITS' NEGLIGENCE OR PRODUCT DEFECT;

(d) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE CUSTOMER'S PHYSICAL PROPERTY DAMAGE DUE TO PRODUCTS SUPPLIED UNDER THIS AGREEMENT;

(e) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY ITS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI"); AND

(f) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING ITS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. **RELATIONSHIP OF THE PARTIES.** The Parties to this Agreement are acting as independent contractors and independent employers. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. either Party shall have the

authority to bind the other Party in any respect.

12. **PERSONNEL ON SITE**. ITS, its employees, agents, subcontractors and/or designees shall abide by the relevant compliance policies of the Customer, including its corporate compliance program, I-179 policy, I-66 policy and Code of Ethics, the relevant portions of which are available to ITS upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Client's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities. ITS's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises.

13. **NON-EXCLUDED HEALTHCARE PROVIDER**. ITS represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. ITS represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such ITS or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

14. **HIPAA**. The Parties agree that the provision of services by ITS may require the use or transmission of protected health information (as defined 45 C.F.R. § 160.103) and that the Parties may be subject to the Health Insurance Portability and Protection Act of 1996 (including all regulations promulgated thereto by the Secretary of the Department of Health and Human Services from time to time, "HIPAA"). Therefore, the Parties agree to abide by the applicable terms and conditions of HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") also known as the Health Information Technology for Economic Clinical Health Act (the "HITECH Act") (collectively referred to herein as the "Privacy Regulations"). The Parties agree to enter into separate privacy and security agreements, as necessary, to facilitate compliance with the Privacy Regulations, including but not limited to a Business Associate Agreement ("BAA") attached hereto as **Exhibit B**. A breach of the BAA shall be considered a breach of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the parties with respect to the subject matter hereof.

16. **SUBCONTRACTS.** Services specified by this Agreement shall not be subcontracted by ITS without prior written approval of Customer. Approval by Customer of ITS' request to subcontract, or acceptance of, or payment for, subcontracted work by Customer shall not in any way relieve ITS of responsibility for the professional and technical accuracy and adequacy of the work. ITS remains solely liable to Customer and fully responsible for obligations, services, and functions performed by its subcontractor(s) to the same extent as if such obligations, services and functions were performed by ITS' employees or agents and for purposes of this Agreement, such work will be deemed work performed by ITS. Furthermore, ITS shall be the primary point of contact with Customer concerning issues associated with the EPS services, including but not limited to, all issues of subcontracted work.

17. **NOTICES.** Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth herein or to such other address as that party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three (3) days after being sent by mail.

If to Customer: UNIVERSIY MEDICAL CENTER OF SOUTHERN NEVADA
Attn: Legal Department
1800 W Charleston Blvd.
Las Vegas, NV 89102

If to ITS:

SmallGuy, LLC (ITS)
Attn: Darryl Hart, CEO
2505 Anthem Village Dr. Suite E114
Henderson, NV 89052

18. **MODIFICATIONS; SEVERABILITY; WAIVER.** If any term or condition of this Agreement shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition. In the event any federal or state legislative or regulatory body or a court of competent jurisdiction issues a law, rule, regulation, or decision changing any material term of this Agreement, including, but not limited to, making a service illegal or impractical on a commercially reasonable basis without unreasonable risk of liability, then the Parties shall mutually agree to modify the affected terms of this Agreement to comply with the changes. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of any provision in this Agreement.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to conflicts of laws principles). The parties hereby consent to the sole and exclusive jurisdiction of the state and federal courts located in Clark County, Nevada for any dispute arising out of this Agreement.

20. **WAIVER OF JURY TRIAL.** Each party hereby irrevocably and unconditionally waives any right to a trial by jury.

21. **SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any such counterpart signature pages may be attached to the body of one agreement to form a complete integrated whole.

22. **FORCE MAJEURE**. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, communication line failures, and power failures.

23. **SURVIVAL.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to Sections 2 and 5 through 22.

24. **NO ASSIGNMENT.** Neither party may not assign this Agreement without the prior written consent of the other party and any attempt to do so without such consent shall be void.

(The rest of this page is intentionally left blank)

The undersigned has carefully read and agrees to the terms of this Agreement. The undersigned represents and warrants that he or she is authorized to execute this Agreement and to bind their respective entities to all of the terms and conditions set forth in this Agreement.

SMALLGUY, LLC
d.b.a. Integrated Telehealth Solutions
2505 Anthem Village Dr.; Suite E114
Henderson, NV. 89052

Name: Darryl R. Hart

Signature: Darryl R. Hart

TITLE: CO-Founder & CEO

DATE: June 10 2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Name: Mason Van Houweling

Signature: _____

TITLE: CEO

DATE: _____

EXHIBIT A
ORDER FORM AND FEE SCHEDULE

1. Statement of Work.
Customer agrees to the deliverables, roles and responsibilities of the Parties, and timelines as agreed in the attached Statement of Work, herein included as part of this Agreement.

2. Monthly Equipment Fees.
Customer agrees to pay the fees for the Equipment described below as per the following schedule:

TeleTether™ Software – Enterprise Package 48 end-user licenses Including functions/features: Initial software configuration Contact loading and management enablement Bidirectional text Outbound broadcast messaging Customizable messaging Scheduling, confirmation, reminders Email Contact loading and management Zoom access for video interactions
TeleVisitor™ Robotic Device Seamless integration and auto-pairing with Zoom 300° Pan, 45Tilt 4-hour battery life Removable base 2.25″ W x 2.25″ L x 11.75″ H Unit weight 340 g Apple iPad Air II 9.7” Wi-Fi or LTE: Display: *Type:* LED-backlit IPS LCD, capacitive touchscreen, 16M colors *Size:* 9.7” (~65.1% screen-to-body ratio) *Resolution:* 1536 x 2048 pixels (~26 ppi pixel density) *Multi-touch:* Yes; Protection Scratch-resistant glass, oleo phobic coating

Cart System
-Tripod
-ITS mobile Patient Monitoring workstation: This Mobile Height Adjustable Laptop Computer Workstation is perfect for hospital, facility, office, or medical urgent care environments.

Specifications:

- Overall Dimensions: 27"W x 19-11/16"D x 42"H
- Base Dimensions: 22"W x 19-11/16"D x 5-3/8"H
- Work surface Dimensions: 27"W x 14-1/4"D
- Max. Weight Capacity: 132 lbs.
- Unit Weight: 40 lbs.

Payment Schedule					
Item				**Count**	**One-time Cost**	**Monthly Investment**
Phase 1: Oncology Department -Oncology North and South- Includes four (4) TeleVisitor™ Cart Devices -Oncology – Location #2 – Includes two (2) TeleVisitor™ Cart Devices				6	N/A	$2,520
Oncology Department Implementation, Install and Training for staff end user groups - Three (3) Administration panels – stationary - 1 for each of the North and South Oncology nursing stations and 1 for the Additional Oncology location nurse's station				3	$6,720	N/A
Med-Surg (General) Intro/Set-up for staff end user group/Depts Forty-five (45) TeleVisitor™ Cart Devices in locations to be specified by UMC				45	N/A	$18,875
Med-Surg Implementation, Install and– Forty-five (45) Administrative panels – stationary in UMC designated locations				45	$100,800	N/A
Phase 1: Security Hardware (2-South & ED) Security camera – equipment and supplies purchase Axis M55 Camera Ceiling grid camera mount Cat6 E roll 1000ft Flex .5 conn. .5 metal flex 100ft metal box w bracket NVR 64 channel Control board Miscellaneous hardware ***Requires a minimum of 25% advanced payment for equipment to be purchased**	68 / Each 68 / Each 16 / Each 128 / Each 80 / Each 68 / Each 2 / Each 1 / Each 1 /Each	$1,584.86 $165.65 $394.51 $0.56 $81.31 $11.88 $15,786.61 $4,254.85 $9,125.60	$107,770.21 $11,264.20 $6,312.16 $71.68 $6,504.80 $807.84 $31,573.22 $4,254.85 $9,125.60	As itemized	$177,684.56	N/A
Phase 1 Cont: - Security camera installation – Units 2-South and the Emergency Department -2 Installers for 208 hours each @ $95.65/hour				N/A	$39,794	N/A

Phase 1 Cont: – Security supply and install DVR(s) for backup storage for all cameras as specified and Supply and install control board(s) for constant monitoring capabilities of new system.	N/A	Included in Phase 1 costs	N/A
Post Implementation Security System Maintenance and Support			$3,360
TeleTether™ Software License for End-Users	96	Included	Included
Implementation Specialist, thru implementation phase	1	N/A	Included
Client Account Manager for life of relationship	1	N/A	Included
24/7 Remote equipment and Technical Support – ITS	N/A	N/A	Included
24/7 Technical support – Republic Electric	N/A	N/A	Included
Marketing Assistance -One internal facing new initiative awareness/announcement collateral piece -Three patient/visitor informational pieces -Targeted use case collateral pieces (two per use case)	N/A	N/A	Included
TOTAL INVESTMENT		**$324,998.56**	**$ 24,755 Per Month**

a. Training and Education. ITS will provide implementation assistance, including training and education of identified Customer personnel on ITS provided device/equipment usage as per the functions/features noted above and for the use cases as per the attached Statement of Work. After implementation, ongoing end-user training and education resides with the Customer, except that as Customer adds additional use cases or ITS modifies or adds additional features or functionalities to software pertinent to Customer and that warrant additional initial training and education, ITS will provide Customer with such initial training and education.

b. Technology Support. For ITS provided Equipment, Customer may contact tech support Monday thru Friday, from 8am to 5 pm PST. The team can be reached by text at 775-402-8177 or by email at support@itshqnv.com.

Security system technical support will be provided by ITS 24 hours per day for emergency service requests with maximum two-hour response time. A dedicated local phone number and technician's name will be provided upon completion of the installation. The initial site visit upon receipt of such request will determine if solution can be implemented immediately or if any material, etc. may be needed and expedited for functional repairs to be made. ITS will keep at least one of each item included in the system secured in stock to expedite replacement/repairs and will make every reasonable effort to repair/replace hardware during initial emergency site visit.

3. Professional Services.
   a. Implementation services.
   ITS shall provide implementation support services as indicated in attached "Statement of Work."

   b. Customer End-User Support. Customers may contact customer support for implementation, usage, end-user help, etc. Monday thru Friday, from 9am to 5 pm PST for assistance with ITS provided Equipment. The team can be reached by text at 775-402-8177 or by email at support@itshqnv.com.
   c. Consultative services.
      - ITS shall offer suggestions for additional use cases that would utilize ITS provided Equipment, as appropriate, during engagement.

d. Reporting
ITS and Customer will track and report number of uses' conducted and the ease of use of the device on staff, patients, and visitors, as mutually determined. If collected, this information will be reviewed at the Mastermind (i.e., status) meetings between the Parties.

STATEMENT OF WORK

To support UMC's patient monitoring and oncology patient observation needs, Integrated Telehealth Solutions (ITS) will enable access to our TeleVisitor™ (hardware) and TeleTether™ (software) solutions. In addition, to meet select security needs, ITS will provide camera installation and centralized observation/monitoring room connectivity. This statement of work describes the approach, tasks, deliverables, schedule, and investment to accomplish these deliverables.

For the purposes of our relationship related to the non-security related work, you will be considered an enterprise client and are eligible to receive all the features and functionalities of our hardware and software relative to such purchase including:

TeleTether™ Software	**Marketing**	**Support**
Appointment scheduling	Awareness messaging	Weekday end user support – 9am-5pm PST
Appointment confirmation text	Use case collateral	24/7 Tech support
Appointment reminders	Messaging campaigns	Dedicated account manager
Saved contact (patient/visitor) list	White label/branding	Remote device management
Clinical visits	Funnel trafficking	Email support
Gmail/Outlook calendar integration	**Informatics/Reporting**	**End-User Training**
Bidirectional SMS text messaging	Appointments/visits	Virtual and/or onsite training
Customizable SMS templates	End user utilization	**Stakeholder Mastermind (status) Meetings**
Direct-to-client appointments	Patient health education	Weekly or as agreed

To accomplish the non-security use cases identified below, you will also receive "administrative panels" in nursing stations to support the fall prevention program in your oncology units and an "access panel" in each of the other units designated below.

To begin, we will focus on utilizing the ITS technology for the following four use cases:

1. Oncology units patient observation to support UMC's fall prevention program enabling 24/7 patient observation, monitoring, and two-way communication
2. Medical-surgical units patient observation to support staff with those patients warranting additional observation.
3. TeleVisitor™ placement to enable patient visitation and/or clinical interactions on select inpatient nursing units
4. Discharge medication management and instruction via virtual interactions to mitigate non-essential "bedside" on-demand pharmacy support.

If requested, ITS will support UMC in identifying and documenting the impact of usage of the ITS technology solutions on local operations; efficiencies gained and costs.

The installed security cameras will offer two-way audio and video capabilities to enhance the current security offering.

In addition, a Client Response Center that will enable centralized (i.e., single point) administration of all TeleVisitor™ devices in the medical center and the Security system will be set up in the observation/server area.

SCOPE OF WORK

To meet the needs of providing patient observation, visitation and/or remote clinical interactions to those individuals served by your organization and/or for the provision of technology supported discharge medication management/instruction, ITS will provide UMC with fifty-one (51) HIPAA compliant cart DaaS solution devices, TeleVisitor™. They will be placed as follows at UMC:

Order of Placement	Nursing Unit(s)	Cart Device Count	Administrative/Access Panel Count
1st	Oncology North and South and Oncology 2nd Location	6 (2 per unit)	3
1st	Medical-Surgical Float Devices	45	45

1st/2nd	Patient Room Security Camera and Central Command Center Installation	68 Cameras 58 for Unit 2A (2 per room for 24 rooms; 4 in activity room; 4 nurse's station, common area, hallway) 10 for ED (7 - 1 per room; 1 nurse's station; 2 common hallway)	1 Central Admin Command Center

The solution will enable scheduling and conduction of virtual social or clinical interactions, full functionality of TeleTether™, our SaaS solution, and where desired, visualization/observation of the patients for whom the device is being used. The Client Response Center will aggregate all devices on a single administrative panel to enable centralized management and monitoring, if/as needed.

To meet the security needs of your organization as requested, ITS, in implementing phase 4 as referenced herein, will:

- Order and obtain AXIS M55 cameras, ceiling grid camera mounts, brackets, and necessary cabling, and wiring required for installation.
- Remove existing cameras and replace, including materials and labor, of same cameras with network enabled cameras with built in two-way audio capacity in patient rooms, nurse's stations, common areas, activity rooms and hallways as specified in chart above, with all wiring originating in observation room/server area.
- Supply and install DVR(s) for backup storage for all cameras as specified.
- Supply and install control board(s) for constant centralized monitoring capabilities of new system.
- Provide system maintenance and emergency service request response as required (as documented below).

TASKS and TIMEFRAMES

We anticipate implementing this solution over four (4) phases and the total timeframe for implementation to require 12 weeks, as follows*:

Phase	Units	Task	Timeframe	Estimated Dates
1	Oncology – north and south and 2nd location	-Provision, configuration, and set-up of six cart-enabled TeleVisitor™ hardware devices. The hardware devices will enable 24/7 observation, monitoring and two-way communication for hospital determined inpatients deemed at high risk of experiencing falls and/or needing additional observation. Install will occur during agreed upon evening shift(s) at agreed upon time(s) unless otherwise agreed. The devices can also be used for scheduling and conducting virtual visitation and clinical interactions and/or for discharge medication management in conjunction with the pharmacy. -Installation and activation of one ITS administration panel in each of the north and south and second location nurse's station to enable centralized monitoring of the ITS devices located on each unit. Install will occur during agreed upon evening shift(s) at agreed upon time(s) unless otherwise agreed. -Staff training as per agreed schedule with agreed upon participants.	3 weeks	July 11 – July 29, 2022
2	Medical-Surgical Units of Choice	-Provision, configuration, and set-up of ten (10) ITS cart-enabled TeleVisitor™ devices. The devices will enable desired patient observation, scheduling, and conduction of virtual social and clinical visitations, and/or for discharge medication management in conjunction with the pharmacy. Install will occur during agreed upon evening shift(s) at agreed upon time(s) unless otherwise agreed. -Installation and activation of ten access panels in locations to be specified by UMC to enable centralized monitoring of ITS hardware devices in usage on the med-surg units. Install will occur during agreed upon evening shift(s) at agreed upon time(s) unless otherwise agreed. -Staff end-user training as per agreed schedule with agreed upon participants.	3 weeks	July 11- July 29, 2022
3	Central Panel Configuration	-Installation and activation of the centralized panel for aggregate centralized monitoring.	2 weeks	July 11 – July 22, 2022
4	In Room Security Camera Installation and Central Monitoring Panel Installation	-Removal of existing security cameras and replacement of same cameras including labor and materials, with network enabled cameras with built in two-way audio capability in designated patient rooms, hallways, common areas, activity room as indicated herein. -Supply and install DVR(s) for back-up camera storage. -Supply and install control boards for central monitoring -Training of identified UMC staff upon completion of installation.	4.75 weeks	July 11 – August 17, 2022

*Note: Total timeframe is projected to be not less than 14 weeks which includes two weeks as noted below for the kick-off and initial planning if equipment purchase is enabled with required down payment at outset of engagement. Decisions and timeframe for the Client Response Center work to be mutually determined.

To assist UMC and each nursing unit in realizing its goals and objectives, you will be assigned an implementation specialist who will guide you throughout the entire implementation process, including staff end user training and education, workflow consultation, and go-live support while your users gain initial competency with the ITS solutions. The primary role of the implementation specialist is to assist with maximizing technological acumen and patient monitoring adoption for your chosen use cases. Toward the end of this timeframe, an account manager/client experience lead will be assigned to the organization. Their key role is promoting patient monitoring optimization,

assisting in achievement of key performance outcomes, and promoting user satisfaction. The details of our activities with your organization will be captured in a written workplan and supported with appropriate documents to be shared and modified collaboratively, and will consist of the following key steps and deliverables:

1) Client information and data gathering to promote optimal organizational fit and a successful implementation, including:
    a. Verification and clarification of initial desired use cases and timing for implementation of each
    b. Current workflows, if any, as related to the use cases for each nursing unit
    c. End-user identification
2) A series of informational and planning meetings to educate and prepare the end-user teams to include:
    a. Kick off – to introduce the project and its purpose to impacted leaders
    b. Tool demonstration for end users, if desired
    c. Tactical and operational discussions
    d. Launch and go-live preparation, including internal and external marketing support, if/as indicated to support use case implementation in the various units
3) Training of hardware device usage, software features and functionalities aligned with chosen usage, and the administration/access panels for identified end users including designated managers or administration, nursing unit staff, pharmacy staff, and/or providers
4) In-person or virtual training with end users, as agreed.
   A train the trainer approach will be incorporated, as feasible.
5) System configuration assistance and set- up to include
    a. Device and panels
    b. End user profile set up
    c. Client csv file or individual loading, if/as indicated
    d. Champions/administrators assistance with message and provider appointment set-up, if/as indicated
    e. Dedicated client success lead

KEY MILESTONES and TIMEFRAMES

TASK	TASK DESCRIBED	TIMEFRAME
Kick off meeting	Stakeholder meeting to clarify scope, deliverables, workplan, and timeframe to be conducted onsite	Week 1
Data collection	Information required from UMC	Week 1
Planning and status meetings	ITS and UMC team discussions to review workplan task status, risk mitigation, problem solve, go-live planning; most meetings to be held virtually	Week 2 weekly until go
Demo	Hardware and software demonstration for end-users	Week 2 if requested and with each implementation or as planned
Administration/Access Panel, TeleVisitor™ and TeleTether™ Set-up	User, schedule, messaging, contact set-up by Champion with ITS support.	With each implementation Phase
Training and Education	1) Administration/access panel(s) in person 2) Hardware (TeleVisitor™) and software (TeleTether™) in person or virtual as agreed 3) Security camera and panel management (4) Virtual or in-person training via videos to support initial, JIT and new end-user training 5) Adhoc end user training as agreed	With each implementation Phase

	*Will collaborate to enable a train the trainer approach, if mutually agreed	
Launch	Organizational users 'trial' use period	The first and second week of each Phase
Go-live	Organization using tool in production/live environment	The third week of each Phase
Maintenance and Support	End-user and technical support	After go-live of each phase

KEY RESOURCES

Key ITS will collaborate with University Medical Center resources to facilitate implementation and utilization of the solution forward. Some of those resources from each organization are shown below.

ITS Resource	Role and Responsibility	UMC Resource	Role and Responsibility
CEO – Darryl Hart	Contract signatory and senior management project officer	CEO or designee	Contract signatory
Finance	-Manage monthly invoices: submit timely to client, manage receipts	CFO	-Ensure monthly invoices paid timely
Implementation Specialist	-Primary ITS contact throughout orientation and onboarding period -Coordinates all implementation from kick-off meeting thru initial utilization -Initial panel, software, and hardware training/education -Assists with workflow development (if needed) and incorporation -Initial marketing campaign execution support	Project Sponsor – Margaret Covelli	Project oversight; Hospital leadership and staff communication liaison
Republic Electric Staff	-Camera equipment and install supply procurement -Installation of security cameras -Installation of security central panel -Training and education of camera management and usage for identified UMC staff -Maintenance of security system -Emergency service calls for new system	Champion(s)	-Primary Client contact on each unit -Actively participate in implementation planning; Obtain needed planning approvals -Promote staff engagement and utilization -Conduct or arrange for panel, hardware and software training and education for staff during and after implementation

			-Ensures maintenance of current list of users/accounts and access -Ensures accurate team member availability set up in system to maximize appointment scheduling for tele sessions as indicated -Crafts and maintains any automatically sent messages -Actively participates in status meetings (we call them Mastermind meetings) -Promotes end-user/patient/family/provider survey completion and submission
Client Experience /Account Manager	-Primary ITS contact upon conclusion of implementation -Product optimization -Facilitates Mastermind (status) meetings -Marketing campaign support and execution -Performance monitoring and reporting -Survey development and feedback -System enhancement education and training -8am – 5 pm end-user support	IT Support	-Provide WIFI, physical placement information to enable DaaS configuration -Informs ITS of any technology concern
ITS Support	-Remote device management and maintenance -24/7 technology support		

EXHIBIT B

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 SmallGuy LLC (d.b.a. Integrated Telehealth solutions), 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:

By: _____
Mason Van Houweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

By: Darryl R. Hart
Darryl R. Hart

Title: CO-Founder & CEO

Date: June 10, 2022

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: 16

Corporate/Business Entity Name:	SmallGuy, LLC	
(Include d.b.a., if applicable)	Integrated Telehealth Solutions	
Street Address:	2505 Anthem Village DR.	Website: www.itshgNV.com
City, State and Zip Code:	Henderson, NV 89052	POC Name: Email: dhart@itshgNV.com
Telephone No:	248-756-1027	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)
Darryl R. Hart	CEO	24%
Luvi M. Hart	CFO	26%
Franklin K. Hart	President	25%
Alexia K. Hart	EVP	25%

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: Darryl R. Hart

Title: CEO — Date: 5-19-2022

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Philips Service Agreement with Philips Healthcare**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive to sign the Philips Service Agreement to extend certain warranties with Philips Healthcare; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000709100
Description: Warranty Service Agreement

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

Bid/RFP/CBE: GPO
Term: Varies per equipment, beginning 4/30/2022 to 11/30/2028
Amount: $1,487,096.14
Out Clause: 60 days' notice if equipment is permanently removed from UMC or upon a material breach; Budget Act and Fiscal Fund Out

BACKGROUND:

UMC has had several agreements with Philips Healthcare for various equipment and/or systems including Azurion 7 M20, Schneider Galaxy VS full load 80kva UPS, EPIQ CVx Ultrasounds, IntelliSpace CV 3.X and IntraSight 5 systems. Each agreement for the purchase of equipment included a warranty of varying periods.

This request is to enter into a new Philips Services Agreement to extend these warranties for service and maintenance until November 30, 2028. Coverage includes parts and labor, an on-site labor response requirement, and one planned maintenance visit annually per unit. The aggregate value of all warranties extended is $1,487,096.14.

The term is non-cancellable, however, UMC may cancel coverage with sixty (60) days' notice if the particular piece of equipment is no longer being used.

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

Cleared for Agenda
June 29, 2022

Agenda Item # 16

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

PHILIPS
SERVICE AGREEMENT

University Medical Center of Southern Nevada

and

PHILIPS HEALTHCARE

THIS DOCUMENT IS CONFIDENTIAL. IT IS NOT INTENDED FOR USE BY ANYONE OTHER THAN REPRESENTATIVES OF PHILIPS HEALTHCARE OR UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA.

ATTACHMENT A: PRICING SUMMARY

SITE #	SERIAL #	SYSTEM TYPE	LOCATION	CONTRACT COVERAGE	ADDED OPTIONS	CONTRACT START DATE	CONTRACT END DATE	PRORATED VALUE	MONTHLY BILLING VALUE	ANNUAL CONTRACT VALUE	TOTAL CONTRACT VALUE
87900161	105	Azurion 7 M20	University Medical Center	Protection		04/30/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
89758609		Schneider Galaxy VS full load 80kva UPS	University Medical Center	Protection	Linked to 87900161	04/30/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
92708549	US521B1352	EPIQ CVx Ultrasound system	University Medical Center	Value UL		06/08/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
92708554	US521B1353	EPIQ CVx Ultrasound system	University Medical Center	Value UL		06/08/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
92708550	US521B1354	EPIQ CVx Ultrasound system	University Medical Center	Value UL		06/08/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
92708552	US521B1355	EPIQ CVx Ultrasound system	University Medical Center	Value UL		06/08/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
77753355		IntelliSpace CV 3.X New and Upgrades	University Medical Center	Primary		12/01/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
80627844	2312	IntraSight 5	University Medical Center	FullCare		04/30/2022	11/30/2028	[redacted]	[redacted]	[redacted]	[redacted]
								Totals:	**$19,044.11**	**$228,529.32**	**$1,487,096.14**

Pricing shown is valid for 120 days from 06/14/2022 and does not include applicable taxes.

ATTACHMENT B: SERVICE COVERAGE DEFINITIONS

Plan Type	**Protection/Protection POS** Our Protection Service Agreement offers you robust security, a hands-on relationship with Philips, and open communications.
Uptime Guarantee	98% per contract year. This provides assurance of the equipment availability to scan patients, as described in the uptime guarantee exhibit.
Labor Coverage	Labor and travel coverage for on-site or phone support service 8am-9pm, M-F, excluding Philips published holidays.
On-site Labor Response	At customer's request, Philips service goal is to be on-site within 4 hours, or as mutually agreed to by customer and Philips
Planned Maintenance	Planned maintenance coverage from 8am–9pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model. Modality ranges are**: NM:** 2-4 times/yr; **CT:** 2-6 times/yr; **DXR:** 1-2 times/yr; **IXR:** 1-2 times/yr; **MR:** 3-4 times/yr;
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Labor Cap/Limits & BioMedical Engineer Training	N/A
Standard Parts Coverage	This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.
Parts Delivery	Earliest next day AM parts delivery: This provides delivery in most areas that can be accommodated by 8:30am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for heavyweight, oversized or hazardous parts).
Strategic Parts (By Modality)	• **Magnet Maintenance Package (MMP). The MMP includes the following:** • Helium Replenishment Service: Standard Helium Replenishment is intended to supply Customer for the normal depletion of helium experienced when the MR equipment is operated as instructed in the Agreement. Philips shall provide, as available, scheduled Standard Helium Replenishment, when required as determined by Philips operating specifications of the MR system type, including labor, transportation, management costs and taxes associated with replenishing the MR equipment with helium product. Standard Helium Replenishment is capped at $8,000, per MR system, per contract year, as determined by Philips standard rate at the time of each helium fill. Philips will provide additional helium, billed at Philips standard rate, as available, when required as determined by Philips operating specifications of the MR system type. Standard Helium Replenishment does not include helium consumption caused by the following: physical environment out of compliance with Customers obligations (e.g. power loss, room temp), helium loss due to maintenance provided by a party other than Philips or Philips subcontractors, quench from ERDU, and/or ramp down due to metal objects/projectiles. Any helium replenishment caused by these events shall always be billable events. • Magnet Protection Plan- Replacement of the system magnet if Philips cannot complete an on-site repair. Includes labor, transportation, replacement of magnet, pump, magnet cool down, shimming, re-assembly, and performance testing as necessary to complete the magnet replacement. For Philips MRs, Magnet Protection Plan must be continuous from the end of system warranty. Magnet Protection Plan is available to Customer for no greater than 8 years from MR equipment installation date, or MR equipment end of life date as determined by Philips, whichever is sooner. Magnet Protection Plan does not provide for facility alterations that may be necessary to complete the magnet replacement. • Magnet Refrigeration Service - Corrective and planned maintenance service for the MR refrigeration system (Cold Head, cryo compressor and helium lines). Surface Coils: For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end speciality coils and coils sold as part of the MR-OR solution. **NM:** Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR. **DXR:** X-Ray tubes included on all systems except for PCR and CAD Chest Systems. 1 Flat Detector included on Digital RAD Single Detector systems, Juno and EasyDiagnost Eleva DRF (except Rel.5). Additional coverage for second flat detector must be purchased under "Added Options". 2 Flat Detectors included on Digital Diagnost Dual Detector. Detector coverage included **only** when it is specified under "Added Options" on MobileDiagnost wDR, DigitalDiagnost 3 or 4, EasyUpgrade DR, EasyDiagnost Eleva DRF Rel. 5, DuraDiagnost, ProGrade and CombiDiagnost. Wireless Detector Battery coverage included **only** when it is specified under "Added Options". Image Intensifier included on R/F systems except for Juno and CombiDiagnost. **CT:** X-Ray Tubes at Medium Level **IXR**: X-Ray Tubes, Image Intensifiers, Detectors.
Lifecycle	For Phlips Systems operating system software and hardware reliability updates. These updates include onsite or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. Mandatory Field Change orders for Non-Philips Systems are the responsibility of the OEM.
Lifecycle Solutions Discount	20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.
Remote Services	This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	Philips 24/7 Solution Center provides technical support and parts order requests during contracted hours. Support may be provided by remote or local Service representatives. Additional charges and service limitations may apply for technical support and part order requests outside of contracted hours.
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8:00 am - 9:00 pm, Monday – Friday.
Solution Enhancements	Philips Service Information: This contains service management reports. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules. Annual customer loyalty meetings: These include a review of current and future performance goals of Philips equipment and service.

Plan Type	**Primary** Our Primary Service Agreement offers you the advantage of flexible service, a hands-on relationship with Philips, and open communications.
Uptime Guarantee	98% per contract year. This provides assurance of the equipment availability to scan patients, as described in the uptime guarantee exhibit.
Labor Coverage	Labor and travel coverage for on-site or phone support service from 8am-5pm, M–F excluding Philips published holidays.
On-site Labor Response	At customer's request, Philips service goal is to be on-site within 4 hours, or as mutually agreed to by customer and Philips
Planned Maintenance	Planned maintenance coverage from 8am–5pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model. Modality ranges are**: NM:** 2-4 times/yr; **CT:** 2-6 times/yr; **DXR:** 1-2 times/yr; **IXR:** 1-2 times/yr; **MR:** 3-4 times/yr;
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Labor Cap/Limits & BioMedical Engineer Training	N/A
Standard Parts Coverage	This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.
Parts Delivery	10:30am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).
Strategic Parts (By Modality)	• **Magnet Maintenance Package (MMP). The MMP includes the following:** • Helium Replenishment Service: Standard Helium Replenishment is intended to supply Customer for the normal depletion of helium experienced when the MR equipment is operated as instructed in the Agreement. Philips shall provide, as available, scheduled Standard Helium Replenishment, when required as determined by Philips operating specifications of the MR system type, including labor, transportation, management costs and taxes associated with replenishing the MR equipment with helium product. Standard Helium Replenishment is capped at $8.000, per MR system, per contract year, as determined by Philips standard rate at the time of each helium fill. Philips will provide additional helium, billed at Philips standard rate, as available, when required as determined by Philips operating specifications of the MR system type. Standard Helium Replenishment does not include helium consumption caused by the following: physical environment out of compliance with Customers obligations (e.g. power loss, room temp), helium loss due to maintenance provided by a party other than Philips or Philips subcontractors, quench from ERDU, and/or ramp down due to metal objects/projectiles. Any helium replenishment caused by these events shall always be billable events. • Magnet Protection Plan- Replacement of the system magnet if Philips cannot complete an on-site repair. Includes labor, transportation, replacement of magnet, pump, magnet cool down, shimming, re-assembly, and performance testing as necessary to complete the magnet replacement. For Philips MRs, Magnet Protection Plan must be continuous from the end of system warranty. Magnet Protection Plan is available to Customer for no greater than 8 years from MR equipment installation date, or MR equipment end of life date as determined by Philips, whichever is sooner. Magnet Protection Plan does not provide for facility alterations that may be necessary to complete the magnet replacement. • Magnet Refrigeration Service - Corrective and planned maintenance service for the MR refrigeration system (Cold Head, cryo compressor and helium lines). Surface Coils: For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end speciality coils and coils sold as part of the MR-OR solution. **NM:** Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR.
Lifecycle	For Phlips Systems operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. Mandatory Field Change orders for Non-Philips Systems are the responsibility of the OEM.
Lifecycle Solutions Discount	15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.
Remote Services	This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	Philips 24/7 Solution Center provides technical support and parts order requests during contracted hours. Support may be provided by remote or local Service representatives. Additional charges and service limitations may apply for technical support and part order requests outside of contracted hours.
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8am-5pm, M–F.
Solution Enhancements	Philips Service Information: Available upon request, this contains service management reports. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

Plan Type	**Value_UL- Ultrasound** Our Value_UL Service Agreement offers you robust security, a hands-on relationship with Philips and open communications
Uptime Guarantee	N/A
Labor Coverage	Labor and travel coverage for on-site service from 8am-5pm, M-F, excluding Philips published holidays. Preferential scheduling of service calls for service contract customers
On-site Labor Response	At customer's request, Philips service goal is to be on-site within the next business day.
Planned Maintenance	Planned maintenance coverage from 8am–5pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Planned Maintenance Inspections will be performed per Philips manufacturing specifications (1 or 2 per year, depending on product).
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Labor Cap/Limits & BioMedical Engineer Training	N/A
Standard Parts Coverage	This provides coverage on parts (including transducers listed on this agreement that fail during normal use) used to maintain and repair the equipment including both hardware and software items. Transducer Accidental Damage Protection: Coverage at 50% off the Philips Service Exchange Program price for transducers listed on this agreement. This excludes TEE transducers
Parts Delivery	Next Day Parts Delivery. This provides delivery of parts needed during the next standard p.m. business day. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).
Strategic Parts (By Modality)	N/A
Lifecycle	System software updates: This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware
Lifecycle Solutions Discount	35% discount on the purchase of eligible system upgrades, transducer upgrades and Clinical Education tuition purchased with the upgrade, excluding system platform exchanges.
Remote Services	This supports remote system diagnostics and monitoring, including Remote Desktop and Remote Proactive Monitoring (requires connection to Philips Remote Services network). Philips equipment is connected via an Internet secure single point of access network to our Solutions Center as described in the Terms and Conditions Exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	Unlimited Technical telephone support.
Clinical Telephone Support	Clinical telephone support from 8am-5pm, M–F.
Solution Enhancements	Utilization Reports. This provides information on system utilization reports to help improve workflow. May not be available on all platforms. On-Board system diagnostics. This provides convenient access to diagnostic data location on the ultrasound system. May not be available on all platforms. NOTE: Philips approved VCRs, B&W printers, static probes, APM/DVS/ISEM, IDI and SONOS PC modules used on this system are covered as part of this agreement. Coverage for consumables excluded with the exception of battery coverage for the CX50, CX30, Sparq and VISIQ (remote service only on VISIQ).

Service Coverage Definitions for Volcano

Plan Type	**Full Care**
Uptime Guarantee	N/A
Parts and Labor	Includes parts and labor as necessary.
Labor Coverage	Labor and travel coverage for on-site service from 7am-12am, M-F, excluding Philips published holidays. Preferential scheduling of service calls for service contract customers
On-site Labor Response	At customer's request, Philips service goal is to be on-site the next business day.
Planned Maintenance	Includes one Planned Maintenance visit per twelve (12) month term for each unit. Planned maintenance coverage from 7am–12am, M–F, excluding Philips published holidays. The scope of the PM includes functional check of the entire unit in conjunction with accessories, and a full diagnostic check. Initial PM will be performed approximately six months following initiation of this agreement. NOTE: Maintenance service does not include disposable items, including but not limited to catheters and/or wires, or software upgrades and revisions.
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Standard Parts Coverage	The Patient Interface Module (PIM) will be replaced at no charge to customer, provided the defective PIM is returned per instructions.

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS (REV R)

1. SERVICES PROVIDED

1.1 The services listed in the quotation and/or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on the quotation and any exhibits and attachments hereto, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS

2.1 The Services do not include:
- 2.1.1 Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the "Covered System") that is at the listed system location ("Site");
- 2.1.2 Servicing the Covered System if contaminated with blood or other potentially infectious substances;
- 2.1.3 Any service necessary due to:
  - 2.1.3.1 a design, specification, or instruction provided by Customer or Customer representative;
  - 2.1.3.2 the failure of anyone to comply with Philips' written instructions or recommendations;
  - 2.1.3.3 any combining of the Covered System with other manufacturer's product or software other than those recommended by Philips;
  - 2.1.3.4 any alteration or improper storage, handling, use, or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;
  - 2.1.3.5 damage caused by an external source, regardless of nature;
  - 2.1.3.6 any removal or relocation of the Covered System; or
  - 2.1.3.7 neglect or misuse of the Covered System;
- 2.1.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors; or
- 2.1.5 Any services or costs related to batteries, which are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment, as defined herein, or Uninterruptible Power Supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

3.1. Ensure that the Site is maintained in a clean and sanitary condition and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions;

3.2. Dispose of hazardous or biological waste generated;

3.3. Maintain operating environment within Philips' specifications for the Site including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts, and outages), incoming water quality, and fire protection system; and

- 3.3.1. For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poorpower quality.

3.4. Use the Covered System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY

4.1 System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge Customer at Philips' then current labor and travel rates for all time spent by Philips service personnel waiting for access to the Covered System.

4.2 Biomedical Equipment Availability. In order to achieve contracted Planned Maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8 AM to 5 PM, excluding Philips recognized holidays) starting fourteen (14) days before the month in which PMs are due and ending on the last day of the actual month in which PMs are due. If the Biomedical Equipment is unavailable during the month in which PMs are due, and this results in Philips having to perform service of more than twenty-five percent (25%) of the PM volume in the last week of the month that PMs are due, Philips will charge Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. Travel shall be subject to Customer's Travel Policy attached hereto as Exhibit "A". For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. Biomedical Equipment does not include diagnostic imaging equipment that is non-mobile. This subsection 4.2 does not apply to services provided under Exhibits 9 (Clinical Informatics Service Agreements), 9-A (Clinical Informatics Service Agreements for Interoperability Platform), and 10 (Clinical Informatics Hardware Support Coverage).

5. PAYMENT

5.1 All payments under this Agreement are due thirty (30) days from the date of Philips' invoice.
- 5.1.1 [Intentionally omitted]
- 5.1.2 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers.
- 5.1.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. FORCE MAJEURE

6.1. Each party shall be excused from performing its obligations (except for payment obligations for Services rendered) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays

of carriers, voluntary or mandatory compliance with any government act, regulation, or mandatory direction or request. For clarity, Customer requests shall not be considered 'government' requests under this section.

7. TERM AND TERMINATION

7.1. The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").

7.2. This Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days' written notice to Philips representing that the Covered System is being permanently removed from the Site and that the Covered System is not being used in any other Customer site.

7.3. Upon sixty (60) days' written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such sixty (60) day notice period. Termination under this clause shall not impact fees paid for Services rendered up to the time of such material breach, which shall remain payable to Philips.

7.4. In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, and such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement, then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days' prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.

7.5. If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) business days of such termination.

7.6. Clinical Education training and credits will expire upon termination of the Agreement.

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

8. DEFAULT

8.1 Customer's failure to pay any undisputed amount due under this Agreement within forty five (45) days of when payment is due constitutes a default of this Agreement between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement until a reasonable time after all defaults have been cured; (ii) declare all sums due; (iii) [intentionally omitted]; (iv) terminate this Agreement with thirty (30) days' notice to Customer; and (v) pursue any other remedies permitted by law.

9. ADULTERATED SYSTEMS

9.1 If Philips determines that a Covered System has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Covered System, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Covered System in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

10. END OF LIFE

10.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OR SOFTWARE.

10.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

11. WARRANTY DISCLAIMER

11.1 All labor shall be performed in a good and workmanlike manner consistent with industry practices by personnel with training. Philips' full contractual service obligations to Customer are described in this Agreement, including all exhibits attached hereto that apply to the specific Services offering and coverage purchased under the Agreement. In the event of a material breach of the foregoing, Customer shall provide Philips written notice and an opportunity to cure per the termination section of this Agreement. Except as otherwise provided in this Agreement, Philips provides no additional warranties express or implied under this Agreement. NO WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO SERVICES OR SERVICE ITEMS PROVIDED BY PHILIPS UNDER THIS AGREEMENT.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

12.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the Service Item(s); (ii) replace or modify the Service Item(s) to avoid infringement; or (iii) refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 12.2 (i)-(iii) above). The terms in this section 12.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

13. LIMITATIONS OF LIABILITY AND DISCLAIMER

13.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

13.1.1 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;

13.1.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

13.1.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA;

13.1.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES; and

13.1.5 PHILIPS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 ABOVE.

13.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHER TORT.

14. PROPRIETARY SERVICE MATERIALS

14.1 Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer agrees to restrict access to such software, tools, and written documentation to Philips' employees and authorized agents only, and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

15. THIRD-PARTY MANAGEMENT

15.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

16. TAXES

16.1 The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

17. INDEPENDENT CONTRACTOR

17.1 Philips is Customer's independent contractor, not Customer's employee, agent, joint venturer, or partner. Philips' employees and

Philips' subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' acts or omissions related to any services that are performed by Customer employees under this agreement. Only Philips or its employees may authorize a third party to perform Services or obligations required of Philips under this Agreement on its behalf. Neither party has the authority to bind the other party in any promise, agreement, or representations other than as expressly provided for in this Agreement

18. RECORD RETENTION AND ACCESS

18.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

19. COMPLIANCE

19.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended, and the Veterans Act of 1972 as amended), E-Verify, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreement includes a discount, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR1001.952[h]).

19.2 Business Associate Agreements (BAA). The most current BAA duly executed between Philips and Customer in effect at the time of Philips performance of the Services shall apply and is incorporated into this Agreement. In the event terms that explicitly govern the handling, processing, storage, disclosure, or use of PHI expressly set forth in the BAA conflict with terms set forth in this Agreement, the terms set forth in the BAA shall govern in such instance. Otherwise, the terms expressly set forth herein shall apply.

19.3 In the course of providing the Services to Customer hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. "Personal Data" includes information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include personal health information (e.g., images, heart monitor data, and medical record number) and non-health personal information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, at Philips' discretion, be recorded.

20. CONFIDENTIALITY

20.1 Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/agency, or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

20.2 PUBLIC RECORDS: Philips acknowledges that CUSTOMER is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If CUSTOMER receives a demand for the disclosure of any information related to the Agreement which Philips has claimed to be confidential and proprietary, CUSTOMER will immediately notify Philips of such demand and Philips, after its review thereof, shall promptly notify CUSTOMER of its intention to seek injunctive relief in a Nevada court for protective order.

21. SUBCONTRACTS AND ASSIGNMENTS

21.1 Philips may subcontract to third parties of Philips' choice any of Philips' obligations under this Agreement. No such subcontract will

release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

22. INSURANCE

22.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

23. RULES AND REGULATIONS

23.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

24. EXCLUDED PROVIDER

24.1 As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and Services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

25. GENERAL TERMS

25.1 Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

25.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

25.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.

25.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

25.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

25.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

25.7 Additional Terms. Service specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

26. AUTHORITY TO EXECUTE

26.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

27. PAYOR INFORMATION. Please enter where invoices are to be sent for payment under this agreement.

Name: **University Medical Center**
Address: **1800 W Charleston Blvd. Las Vegas, NV 89102-2386**
Contact Name:
Phone Number:

28. NOTICES. Notice required to be given must be made in writing and shall be deemed given only if delivered personally or sent by registered or certified mail, postage prepaid, shall be as follows:

If to **University Medical Center** to:

Name:
Title:
Address:

If to Philips Healthcare:

Name:	**sc_general.support@philips.com**
Title:	Master Contract Coordinator
Phone:	(800) 722-9377
Fax:	(425) 482-8453
Address:	414 Union St, 2nd Floor. Nashville, TN 37219

The parties have signed this Agreement by their duly authorized officers on the date written below.

Philips Healthcare: ***(Home Office Use Only)***	***Accepted by:*** **University Medical Center of Southern Nevada**
By: _____	By: _____
Printed Name: _____	Printed Name: Mason Van Houweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Exhibit 1
ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS
(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. Travel shall be pursuant to Customer's Travel Policy attached hereto as Exhibit "A". If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2. Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair Services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in Section 3 herein. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract prices if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the service coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise Customer waives right to service, and Philips may delete Covered System from this Agreement.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the Agreement pursuant to Section 7 of the Terms and Conditions of Service.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities included within this Exhibit.

3. EXCLUSIONS

Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (as defined below) ("Consumables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1. Consumables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc.); BP hose/cuff; foot pedals; hand pieces; scopes (laryngoscope, baton, endoscope, etc.); defibrillator cables; paddles and test plugs; or table accessories.

3.3. Cosmetic repairs;

3.4. Repair or replacement of ultrasound transducers and their accessory(ies) and/or attachment(s) due to abuse or negligence (e.g., cuts, bites, punctures, submersion, or improper cleaning);

3.5. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.6. Disposing hazardous, infectious, or biomedical waste or materials;

3.7. Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.8. Unless otherwise specified in the quote, maintaining or repairing third-party products including but not

limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.9. If this Agreement includes coverage for biomedical services, the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE

4.1. Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit. Travel shall be pursuant to Customer's Travel Policy attached hereto as Exhibit "A".

5. DOCUMENTATION

5.1. Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

6.1. Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to Customer's management and selected staff;

6.2. Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes;

6.4. Provide Philips with the Covered System service manuals for any non-Philips System;

6.5. Maintain all software licenses applicable to the Covered System;

6.6. For Philips use in remote servicing of the System, if required by Philips:

6.6.1. Provide Philips a secure location for hardware to connect System to Philips Remote Service ("PRS"), and such hardware will remain Philips' property and is only provided during the term of this Agreement; and:

6.6.1.1 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.1.2 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network; and

6.6.1.3 If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

6.6.2. Allow Philips to connect to Customer's Covered System via Collaboration Live, which is powered by Reacts, or connect with Customer directly through the Reacts Collaboration Platform (and may be subject to a separate license, a copy of which will be provided upon request), and:

6.6.2.1 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated Internet access node, including public and private interface access, suitable to connect the System to the Collaboration Live;

6.6.2.2 Provide Philips the ability to connect with Customer directly through a smart device if Philips cannot connect to Customer's system directly;

6.6.2.3 Only use Collaboration Live or the Reacts Collaboration Platform for the purpose of Philips servicing of the System; and

6.6.2.4 If the Customer fails to meet the requirements in this Section 6.6.2, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

6.6.3 Allow Philips to remotely download the error logs for remote servicing purposes.

7. HELIUM REPLENISHMENT (APPLIES ONLY TO MRI SERVICE)

7.1. If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty-four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2. Customer shall provide access to the MRI system to perform helium replenishment, cryo refrigeration system and chiller services during contract hours of corrective and/or planned maintenance services.

7.3. If the Covered System is not connected to the PRS, then Customer shall report helium level readings

weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com/.

7.4. During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. An on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. The liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

7.4.3. A sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. The MRI magnet refrigeration system is out of order and/or not operational.

7.5. Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6. If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7. If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8. Customer will inform Philips of any planned power outages.

8. FURTHER USE OF SYSTEM DATA

8.1. Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software. Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data. Notwithstanding any other term of the Agreement, Customer agrees that Philips may de-identify data generated by the devices used by Customer such as log files, exam files, errors data, utilization data, and system log files ("Device Data") and use and disclose de- identified Device Data for Philips' own purposes (including, but not limited to for data analytics activities to determine trends of usage of Philips' devices and services, to facilitate and advise on continued and sustained use of Philips' products and services, substantiation of marketing claims and for benchmarking purposes). Philips shall de-identify Device Data in accordance with the standards of the HIPAA Privacy Rule. Separation of such data from the Philips database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Agreement.

8.2. Enhanced Data. Customer also acknowledges and agrees that additional system performance data related to errors or status of devices shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. This additional data includes alert such as low disk space and device reboot; performance indicators such as slow database query; and additional statistics such as critically low battery and packets sent ("Enhanced Data"). Customer acknowledges that the Enhanced Data feature is activated as default in the Licensed Software, and Customer is responsible for turning off the Enhanced Data feature at install. Customer acknowledges that by activating the Enhanced Data feature, Customer will be able to access an interface, which allows Customer to export data onto Customer's Network Management System. Customer agrees that any Enhanced Data will be the property of Philips. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Enhanced Data to Philips. Customer acknowledges and agrees that Philips may use such Enhanced Data for its business purposes without restriction. In addition, Philips will not expose any data set tied to Customer, to another customer of Philips or any other third party. In addition, Customer will be able to select within the Licensed Software settings if they choose to enable or disable the Licensed Software from sending Enhanced Data information to Philips.

Customer Services Marketing – Hourly Billed Policies

12/1/21

Product classes
Service agreement hours of coverage, labor rate class time of day, and day of week determines the billed rate per hour.

Service agreements entitlement

- Labor and travel for planned and corrective maintenance is included with the RightFit Uptime, Protection, Primary, Value and Support offerings as well in former agreements: Platinum, Gold, Silver, and Co-Op Advanced, as long as it occurs during coverage hours.
- Outside of coverage hours, the RightFit Uptime, Protection, Primary, Value, Support, and Assist customers, as well as former Platinum, Gold, Silver, and Co-OpAdvanced customers are entitled to preferred rates.
- For all other situations, published rates apply

US Labor & Travel Rates

Equipment/Service Class		Standard Labor Rates			Preferred Labor Rates		
		Regular Monday-Friday 8AM – 5PM	**Premium** Monday-Friday 5PM – 8AM All day Saturday	**Sunday/ Holiday**	**Regular** Monday-Friday 8AM – 5PM	**Premium** Monday-Friday 5PM – 8AM All day Saturday	**Sunday/ Holiday**
P0	HISS/Clinical Informatics	$420	$630	$840	N/A	$170	$170
P1	Monitoring & Analytics + Therapeutic Care Depot/Bench	$195	N/A	N/A	N/A	N/A	N/A
P2	Monitoring & Analytics + Therapeutic Care Onsite	$275	$410	$545	N/A	$310	$410
P3	Multi-Vendor General Biomed	$290	$435	$580	N/A	$325	$430
P4	Multi-Vendor Specialized Biomed	$340	$515	$685	N/A	$385	$510
P5/PB/PD	DXR Conventional / IGT Surgery High End /IGT Surgery Low-Mid End	$340	$515	$685	N/A	$385	$510
P6/PC	Ultrasound High End /Ultrasound Low-Mid End	$375	$560	$745	N/A	$420	$555
P7/PA	DXR Digital / IGT CV	$500	$750	$1,000	N/A	$560	$745
P8	SPECT, PROS	$475	$710	$945	N/A	$530	$710
P9	MRI, CT, PET, PET-CT, SPECT-CT	$580	$865	$1,155	N/A	$645	$865

OFFICIAL SERVICE HOLIDAY SCHEDULE

When a holiday falls on a Saturday it will be officially recognized the Friday prior to the holiday. When a holiday falls on a Sunday it will be officially recognized the Monday after the holiday. Designated holidays may differ on an annual basis.

HOLIDAY

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Philips Healthcare, 414 Union St, Suite 200, Nashville, TN 37219.

Company schedules are subject to change without notice.

"In Lieu of Purchase Order"

Philips Healthcare
A division of Philips North America LLC
Support Agreements
414 Union St, 2nd Floor
Nashville, TN 37219

To Whom it May Concern:

This letter is to serve in lieu of a Purchase Order for the equipment and/or services as described in Philips Healthcare ("Philips") Quotation Number _ 0056875 _ ("Quotation") signed by an authorized representative of **"University Medical Center"** ("Purchaser"). The Quotation and its terms and conditions are incorporated herein by this reference. Purchaser acknowledges and agrees to abide by the terms and conditions stated in the Quotation.

Purchaser is issuing this letter because**:** (please check box)

☐ Facility does not issue formal purchase orders.

By signing and returning a copy of this letter, the Purchaser represents that the person signing has been duly authorized and empowered to do so and that, by such signature, Purchaser acknowledges that it is authorizing the purchase of the aforementioned equipment and/or services along with the terms and conditions set forth in the Quotation, which shall supersede any other document(s) which Purchaser may issue unless otherwise agreed in writing and signed by an authorized officer of Philips.

"University Medical Center" has the option to pay for service monthly, quarterly, semi annually, or annually, and that can be determined prior to billing.

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

A Note from Philips Healthcare: The purpose of this letter is to provide elements necessary in the normal course of business according to Generally Accepted Accounting Principles (GAAP).

EXHIBIT A

TRAVEL REIMBURSEMENT: The following are the acceptable travel guidelines for reimbursement of travel costs. Reimbursement shall only be for the contract personnel.

a) TRAVEL POLICY

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by UMC.
- Personal Vehicle: UMC will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed $50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by UMC or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. UMC will reimburse up to $150 per week. Return re-fuel cap of $50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the ***original itemized receipts*** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - With copy of executed contract highlighting the allowable travel
  - List of travelers
  - Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at $50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will ***NOT*** be allowable for reimbursement (not all inclusive):

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

June 2nd, 2022

Lauretta Kehoe
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Medical Imaging Equipment.

Dear Ms. Kehoe:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Medical Imaging Equipment. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Medical Imaging Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the Medical Imaging Equipment category. A contract was executed with Siemens, GE, FujiFilm, UIH Solutions, and Canon in December of 2020. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips Healthcare a division of Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street, 3rd Floor	**Website: www.philips.com**
City, State and Zip Code:	Cambridge, MA 02140 Middlesex County	**POC Name: Chris Perkins** **Email: chris.perkins@philips.com**
Telephone No:	(213) 200-5017	**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)
Philips Holding USA Inc.	Member	100% membership interest

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

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

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

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

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

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

DocuSigned by:
Candice Downs
Signer Name: Candice Downs
Signing Reason: I approve this document
Signing Time: 12-Oct-2021 | 8:12:22 AM PDT
E5F1D9EED6384D9683DE421F1CD6D5BD

Signature

Candice Downs
Print Name

Senior Contract Manager
Title

12-Oct-2021
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:	**Performance Suite™ Solutions Subscription Agreement with Premier Healthcare Solutions, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approval and authorize the Chief Executive Officer to sign the Performance Suite™ Solutions Subscription Agreement with Premier Healthcare Solutions, Inc.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000861500
Funded Pgm/Grant: N/A
Description: CDS-HCC Software Solution
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: 7/1/2022 to 6/30/2026
Amount: $1,040,400 for four (4) years
Out Clause: 90 days prior to the end of the first year

BACKGROUND:

This request is to enter into a new Performance Suite™ Solutions Subscription Agreement ("Agreement") with Premier Healthcare Solutions, Inc. ("Premier") to subscribe to the CDS-HCC software ("Software"). This Software offers clinical decision support tools that can be integrated into Epic providing real-time, patient-specific best practices at the point of care to improve treatment outcomes, and coding accuracy and compliance to optimize payor reimbursement.

Total cost is $1,040,400 for four (4) years commencing on July 1, 2022 through June 30, 2026. UMC has the option to terminate this Agreement with a 90-day notice prior to the end of the first (1st) year.

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

A Clark County business license is not required because this Agreement is for the provision of a software solution.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 29, 2022

Agenda Item #
16

Performance Suite™ Solutions Subscription Agreement

This Performance Suite™ Solutions Subscription Agreement (this "**Agreement**") is made and entered into as of July 1, 2022 (the "**Effective Date**") by and between **Premier Healthcare Solutions, Inc.**, a Delaware corporation ("**Premier**"), and **University Medical Center of Southern Nevada,** a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("**Customer**"). In consideration of the mutual promises contained herein, Premier and Customer agree as follows:

1. Subscription to Performance Suite Solution(s).

(a) Solutions(s). Premier may, directly or through an Affiliate, from time to time, offer one or more Solution(s) and other products and/or services to Customer (collectively, the "**Solution(s)**"), as more particularly described in one or more exhibits corresponding to the Solution(s) (the "**Solution Exhibit(s)**"). Customer's subscription to the Solution(s) shall be subject to (i) this Agreement, (ii) the Solution Exhibit(s), (iii) if required by HIPAA (as defined below), the business associate agreement entered into in connection with this Agreement (the "**Business Associate Agreement**"), and (iv) all other documents referenced in or attached to this Agreement, the Solution Exhibit(s), or the Business Associate Agreement (collectively, the "**Transactional Agreements**"), all of which are incorporated herein by this reference. "**Affiliate**" means, with respect to any entity, any entity that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such entity; "controls," "control" and "controlled" mean the possession, direct or indirect, of the power to direct the management and policies of an entity, whether through the ownership of fifty percent (50%) or more of the voting interests of such entity or otherwise. The term Affiliate with reference to Premier includes Premier Healthcare Alliance, L.P.

(b) User Documentation. To properly access, use or enjoy the benefits of certain Solution(s), Customer must comply with Premier's user, technical and data reporting documentation and requirements, as may be amended by Premier (collectively, the "**Documentation**"). The Documentation will be made available to Customer within the applicable Solution(s) and is incorporated herein by this reference.

(c) Third-Party Products. Certain Solution(s) may include third-party content, products, or services (the "**Third-Party Products**"). To use the Third-Party Products or the Solution(s) containing a Third-Party Product, Customer will (i) comply with the applicable terms to end users of the Third-Party Products, including, without limitation, those terms specified in **Annex A** hereto (the "**Third-Party Agreement**"), which is incorporated herein by this reference, and (ii) pay the additional fees for the Third-Party Products if Premier charges those fees (the "**Third-Party Product Fees**"). If Premier's right to use, distribute or license a Third-Party Product terminates, then Customer's right to use such Third-Party Product shall also terminate. If there is a conflict between the terms of this Agreement and a Third-Party Agreement, then the terms of the Third-Party Agreement shall govern with respect to the Third-Party Product; provided, however, that no such third-party terms shall apply to Customer if in conflict with Customer's obligations under applicable state law.

(d) Updates and New Functionality. Premier may from time to time release updates or patches to the Solution(s) (collectively, "**Updates**"). Updates are available to Customer at no additional cost. In the event Premier releases a New Functionality (as defined below) to a Solution, Customer may have access to and use the New Functionality so long as Customer pays Premier the fees that Premier charges to other customers for the New Functionality, as specified in the applicable Solution Exhibit. "New Functionality" means a new, upgraded or modified function, feature, module, or other component of a Solution that will be made generally available (rather than a customized change for a specific customer). For the sake of clarity, the use of a New Functionality by Customer is optional, subject to written acceptance by Customer, and Customer's election to not subscribe to a New Functionality will not affect the original functionality of any applicable Solution.

2. Fees and Taxes.

(a) Fees. Customer shall pay Premier the fees for the Solution(s) subscribed by Customer as set forth in the corresponding Solution Exhibit(s) and all other amounts due under this Agreement. Premier will issue monthly invoices for all fees and expenses payable by Customer under this Agreement, which shall be paid by Customer within forty-five (45) days after its receipt of a correct invoice.

(b) Taxes. If Customer relies on any exemption from the payment of taxes, Customer shall be solely responsible for establishing such tax exemption and furnish necessary supporting documentation upon execution of this Agreement, and/or as reasonably possible after exemptions become valid and enforceable. Customer shall be solely responsible for paying all taxes assessed or imposed by reason of this Agreement, other than taxes based on Premier's income.

3. Term and Termination.

(a) Term. Subject to earlier termination pursuant to Section 3(b), this Agreement shall commence as of the Effective Date and terminate on the expiration or termination of the last Solution Exhibit.

(b) Termination.

(i) Either party (who is not the breaching party) may terminate any particular Solution Exhibit and the corresponding Solution if the other party breaches such Solution Exhibit and fails to cure such breach within thirty (30) days of receiving written notice of the breach. Either party may also terminate any particular Solution Exhibit and the corresponding Solution pursuant to the termination terms, if any, of such Solution Exhibit.

(ii) Premier may terminate any particular Solution Exhibit and the corresponding Solution with written notice to Customer if Customer fails to timely pay the fees and expenses set forth in such Solution Exhibit, unless Customer cures such failure within fourteen (14) days of receiving written notice from Premier; provided that, if such failure recurs more than three (3) times in any twelve-month period, Premier may immediately terminate such Solution Exhibit with written notice to Customer.

(iii) Either party (who is not the breaching party) may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. The parties agree that a material breach of this Agreement shall include, without limitation, any breaches of Section 2, 4, 5, 6, 7, 9, or 10 of this Agreement.

(iv) The non-affected party may terminate this Agreement immediately with written notice to the affected party upon any of the following occurrences (unless the non-affected party waives such termination): (A) a receiver or trustee is

appointed for the affected party or all or substantially all of its assets; (B) the affected party makes an assignment for benefit of its creditors; (C) the affected party commences a voluntary proceeding in bankruptcy, insolvency, or other similar proceeding; (D) an involuntary proceeding in bankruptcy, insolvency, or other similar proceeding is commenced against the affected party, which proceeding is not discharged within sixty (60) days after the commencement; or (E) the affected party commences to liquidate or dissolve itself.

(v) If either party terminates the Business Associate Agreement in accordance with its terms, any Solution Exhibit pursuant to which Premier provides to Customer a corresponding Solution that requires the receipt, use or disclosure of Protected Health Information will terminate on the same day that the termination of the Business Associate Agreement is effective. In the event that the Business Associate Agreement is terminated in accordance with its terms and the only Solutions subscribed by Customer would require the receipt, use or disclosure of Protected Health Information (and there are no other products or services provided or to be provided by Premier under this Agreement), this Agreement shall also terminate on the same day that the termination of the Business Associate Agreement is effective. Subject to Premier's rights under Section 4, each party's rights and obligations with respect to Protected Health Information, in the event of termination of the Business Associate Agreement or this Agreement, shall be governed by the terms of the Business Associate Agreement. "**Protected Health Information**" is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereto and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "**HIPAA**").

(c) Effect of Termination. Immediately upon termination of this Agreement, (i) Customer's access to and use of all Solutions shall terminate, (ii) Customer shall stop further use of all Solutions, and (iii) Premier may immediately stop performing all services under this Agreement. Termination of this Agreement shall be in addition to, and not in limitation of, any other rights or remedies to which either party is or may be entitled. Termination of this Agreement shall not relieve Customer of liability for payment of sums due or, except in the event of termination due to Premier's breach of this Agreement and/or a Solution Exhibit or termination of this Agreement pursuant to Section 11(p) hereof, to become due to Premier under this Agreement. In the event this Agreement is terminated due to Premier's breach, Premier will issue a pro rata refund to Customer of any pre-paid fees from the date of termination through the applicable Solution Exhibit's Contract End Date. Any requested refund shall be payable within thirty (30) days of written request.

(d) Survival. The defined terms in this Agreement (to the extent applicable) and Sections 2 (with respect to any unpaid amounts), 4, 5, 6, 7, 8, 10 and 11 shall survive the termination of this Agreement and remain enforceable in accordance with their terms.

4. Ownership and Licensed Rights.

(a) Ownership of Customer Data. As between the parties, Customer has been and shall continue to be the sole and exclusive owner of all proprietary Customer data, including Protected Health Information, as provided by or on behalf of Customer to Premier ("**Customer Data**").

(b) Ownership of Premier Property. As between the parties, Premier has been and shall continue to be the sole and exclusive owner of: (i) the Solutions; (ii) all source code, object code and protocols underlying any and all Solutions (collectively, the "**Code**"); (iii) except for Customer Data, all content and data that may be viewed, downloaded, printed, or copied from or by using the Solution(s) (collectively, the "**Content**"); (iv) all things developed by or on behalf of Premier for Customer pursuant to this Agreement or the Solution Exhibit(s) (collectively, the "**Deliverables**"); (v) Confidential Information of Premier or any of its Affiliates; (vi) all things that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of Premier in connection with the Solution(s), the Code, the Content, any Deliverables or Customer Data, and (vii) all intellectual property rights and other proprietary rights in connection with any and all of the foregoing, including inventions, ideas, know-how, processes, methods, algorithms, machine learning, technology, works of authorship, designs, formulae, research, trade secrets, derivative works, improvements, patentable matters, patents, copyrights, copyrightable works, trademarks, service marks, and all rights and claims related to any and all of the foregoing, and all applications, registrations and other governmental issuances with respect to any and all of the foregoing (collectively, the "**Premier Property**").

(c) License to Customer. Premier grants to Customer a nonexclusive, nontransferable and nonsublicensable right and license to use the Content and Deliverables associated with Solution(s) subscribed by Customer, subject to the terms and conditions of this Agreement, including the Solution Exhibit(s) corresponding to such Solution(s). The right and license granted to Customer pursuant to this Section 4(c) shall automatically terminate if this Agreement or any such Solution Exhibit is terminated pursuant to Section 3(b).

(d) License to Premier. Customer grants to Premier and its Affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Customer Data for any purpose, including: (i) to provide the Solutions and other products and services provided, or that may in the future be provided, by Premier or any of its Affiliates; (ii) to perform Premier's obligations or to exercise its rights under this Agreement; and (iii) to de-identify or otherwise anonymize Customer Data as required by HIPAA (45 CFR 164.514) (the "**De-Identified Information**"); provided, however, to the extent any Customer Data constitutes Protected Health Information, the license and right granted pursuant to this Section 4(d) with respect to such Protected Health Information shall be subject to the terms and conditions of the Business Associate Agreement and applicable laws. Premier's disclosure of Customer's name to third parties will be subject to Section 6 and 11(a). Customer represents and warrants that it has the right to provide Customer Data and grant the licenses provided in this Section 4(d) relating to the performance of this Agreement and/or any Solution Exhibit.

(e) De-Identified Information. Customer acknowledges and agrees that De-Identified Information has been and will be created by Premier, and constitutes derivative works or improvements created by Premier, and, as such, constitutes Premier Property. To the extent Customer has any right, title or interest in or to any De-Identified Information, Customer hereby assigns, and agrees to assign, all rights, title and interests, including all intellectual property and proprietary rights, in and to such De-Identified Information (other than Customer Data) to Premier. To the extent that any De-Identified Information does not constitute Premier Property or cannot be so assigned to Premier, subject to applicable law, Customer hereby grants Premier and its Affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use De-Identified Information for all purposes, including commercial purposes and other purposes.

5. Certain Customer Responsibilities.

(a) Customer may use Solution(s) subscribed by Customer only during the term of the corresponding Solution Exhibit(s). Customer may create derivative works from the Content or Deliverables associated with such Solution(s) (the "**Derivative Works**"), provided that all Derivative Works shall be deemed Premier Property. All uses of such Solution(s), the Content and Deliverables associated with such Solutions, and Derivative Works by Customer shall be solely for Customer's internal business purposes and shall comply with this Agreement and applicable laws. In no event may Customer use any Solution, Content, Deliverables or Derivative Works for any illegal, improper or unauthorized purpose.

(b) Customer shall not provide access to, disclose, reproduce, distribute, display or otherwise use any Content, Deliverables or Derivative Works to or for the benefit of any third party, except as specifically permitted under this Agreement. Customer may disclose Content, Deliverables and Derivative Works to the extent required by (i) regulatory or governmental reporting or investigation requirements with authority over Customer, (ii) accreditation organizations to which Customer is subject, and (iii) third-party payors pursuant to written contractual requirements for payment to Customer; provided that Customer (A) use commercially reasonable efforts to obtain confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any such Content, Deliverables or Derivative Works, (B) obtain written contractual commitments by any third-party payors to comply with confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any Content, Deliverables or Derivative Works, and (C) provide Premier with prior notice thereof, which written notice shall include the identity of the recipient, the reasons for disclosure, and the Content, Deliverables and Derivative Works proposed to be disclosed. Customer shall be responsible for any improper or unauthorized use or disclosure of any Content, Deliverables or Derivative Works by any such third party.

(c) Customer shall not, directly or indirectly, provide access to, disclose, reproduce, distribute, perform, display or otherwise use any Solution, Content, Deliverables or Derivative Works in connection with providing, directly or indirectly, any services to or for any third party, including providing any mapping services, providing any service as a service bureau, or providing any service as a charge master.

(d) Customer shall not alter Premier's copyright or other proprietary notices on or with respect to any Solution(s), Content or Deliverables.

(e) Customer shall not allow, directly or indirectly, any person to access or use any Solution(s) other than Authorized Users (as defined in the Solution Exhibit(s) corresponding to such Solution(s)). Customer shall ensure that all Authorized Users comply with the terms of this Agreement. Customer shall be responsible for all uses, including unauthorized or improper use, of any Solution by any Authorized User.

(f) Customer shall not, directly or indirectly, disassemble, decompile, modify, reverse engineer, reproduce, or copy any Solution(s) or any part thereof, including any Code, or otherwise attempt to determine any Code. Customer shall not introduce, or permit the introduction of, any viruses, spyware, malware, adware, worms, or other rogue software or routines into any Solution(s) or any Code. Customer shall not, directly or indirectly, create any derivative works or improvements, or otherwise attempt to create or obtain any intellectual property rights, with respect to any Solution(s) or any part thereof, including any Code.

(g) Premier will not be obligated to modify the Solution(s) or any part thereof to meet Customer's requirements or to create customized Content or Deliverables, unless specifically set forth in the Solution Exhibit(s) corresponding to such Solution(s). If Customer desires to have Premier modify the Solution(s) or create customized Content and Deliverables, the terms and conditions of such modifications and customizations must be set forth in a separate writing signed by Premier and Customer.

(h) With respect to any services that Premier provides Customer under and during the term of this Agreement, Customer agrees to provide Premier with such cooperation and assistance as is reasonably requested by Premier in order to allow Premier to properly and timely perform the services. Such cooperation and assistance includes providing complete and accurate information regarding Customer's business and requirements and, if Premier is working on-site, providing appropriate work space and access to adequate resources (e.g., telephone, Internet access, fax, copiers, computers, servers and other machinery and equipment).

(i) During the term of this Agreement, Customer shall use its best efforts to ensure that all Customer Data and other information submitted by or on behalf of Customer to Premier is accurate and complete.

6. Confidentiality Obligations.

(a) In connection with the performance of this Agreement, a party may have access to certain confidential information ("**Recipient**") of the other party or any of its Affiliates (the "**Confidential Information**") as provided by or on behalf of the other party ("**Discloser**"). Except as otherwise provided in this Agreement, during and after the term of this Agreement, Recipient shall hold Discloser's Confidential Information in confidence using the same degree of care that it uses to protect its own Confidential Information (but not less than a reasonable standard of care). Confidential Information includes: (i) any written information that is clearly identified or marked as confidential; (ii) Customer Data, with the exception of Customer Data that constitutes Protected Health Information, which shall be governed by Section 7(a) and the Business Associate Agreement; (iii) the Code; (iv) the Content, Deliverables, Derivative Works and De-Identified Information to the extent applicable; and (v) any information that Recipient should reasonably believe is confidential to Discloser. To the extent any Premier Property constitutes Confidential Information, it shall be deemed Confidential Information of Premier. To the extent any Customer Data constitutes Confidential Information, it shall be deemed Confidential Information of Customer.

(b) A party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of Recipient or any third party in violation of any obligation of confidentiality; (ii) as evidenced by documentation, was in Recipient's lawful possession prior to the disclosure and had not been obtained by Recipient either directly or indirectly from the disclosing party or any third party in violation of any obligation of confidentiality; (iii) as evidenced by documentation, is lawfully and properly disclosed to Recipient by a third-party without restriction on disclosure; (iv) as evidenced by documentation, is independently developed by Recipient without use of or access to any Confidential Information of Discloser; or (v) is required to be disclosed by law or regulation. In the event Recipient is required to disclose any Confidential Information of Discloser pursuant to any governmental or judicial authority, process or order, Recipient shall provide prompt written notice thereof to Discloser in order that Discloser may have an opportunity to intercede in such required disclosure to contest such disclosure or seek a protective order.

(c) Customer acknowledges and agrees that Premier shall have the right (and in certain cases, be required) to disclose the

name(s) of Customer (and its Affiliates and participants) to third parties with respect to certain Solution(s), including (i) as set forth in the corresponding Solution Exhibit(s) or as determined by Premier to be reasonably necessary to provide such Solution(s), (ii) to the extent permitted under Section 11(a), (iii) with Customer's prior written consent, not to be unreasonably withheld or delayed, and (iv) as required by applicable laws.

(d) Notwithstanding the foregoing in this Section 6, Premier acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Customer receives a legal and valid demand for the disclosure of any information related to this Agreement ("**Demand**") from a requestor ("**Requestor**") which may contain Premier confidential and proprietary information, Customer will promptly provide Premier with advance written notice of such Demand so that Premier can take appropriate legal action, at Premier's sole cost and expense, to protect its confidential and proprietary information. Customer agrees to cooperate in good faith with Premier and use commercially reasonable efforts to assist Premier in preventing the release of such confidential and proprietary information to the extent consistent with applicable law. Premier shall indemnify, defend and hold harmless Customer from any third-party claims or actions, including all reasonable costs and attorney's fees, regarding Customer's failure to disclose any documents or portions thereof in Customer's custody and control which Premier has instructed Customer not to disclose to the Requestor. In the absence of a court order or notification from Premier, the requested information will be released.

7. **Compliance Matters**.

(a) HIPAA. In connection with its engagement of Premier to provide the Solution(s), Customer may disclose, or cause to be disclosed, to Premier certain Customer Data that constitutes Protected Health Information. The parties agree that they will comply with all applicable provisions of HIPAA relating to the use and disclosure of Protected Health Information, as further set forth in the Business Associate Agreement. In addition, in the event that Premier wishes to conduct research on its own behalf or on behalf of a third party that would involve the use of Protected Health Information (other than a use limited to the creation of De-Identified Information) or a disclosure of Protected Health Information, Customer agrees that Premier may contact Customer to request Customer's participation in the study and to work with Customer to reasonably comply with all applicable requirements. The parties further agree that they will cooperate in good faith to take any such future steps as are necessary to confirm or establish compliance, including the execution or modification of the Business Associate Agreement to comply with HIPAA. In the event of a conflict between this Agreement and the Business Associate Agreement relating to Protected Health Information, the terms of the Business Associate Agreement shall control.

(b) Regulatory Disclosures. Premier agrees to make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, the contracts, books, documents and records that are reasonably necessary to certify the nature and extent of the costs associated with this Agreement for a period of four (4) years from the completion of all services provided under this Agreement.

8. **Limited Warranty, Sole Remedy and Limitation on Liability**.

(a) Limited Warranty. With respect to the Solution(s) subscribed by Customer, Premier warrants to Customer only that, during the term of the corresponding Solution Exhibit(s), that such Solution(s) will conform in all material respects with the terms of this Agreement and the descriptions set forth in the corresponding Solution Exhibit(s). This warranty shall automatically expire or terminate upon the expiration or termination of this Agreement or such Solution Exhibit(s), whichever first occurs. OTHER THAN THE WARRANTY MADE IN THIS SECTION 8(a), PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.

(b) Sole Remedy. In the event of Premier's breach of the warranty contained in Section 8(a) that is verified by Premier, Customer's sole and exclusive remedy shall be for Premier to correct the problem that caused the breach as promptly as reasonably possible or, at Premier's election, to refund to Customer the fees paid by Customer for the applicable Solution(s) for the period of time such breach materially impaired Customer's ability to use such Solution(s). However, Premier shall not be obligated to remedy any breach of warranty or make any refund if the breach resulted from or was otherwise caused, in whole or in part, by (i) Customer's failure to comply with this Agreement, (ii) Customer's negligent acts or omissions, (iii) Customer's modification of the Solution(s) or any part thereof, (iv) Customer's combination of the Solution(s) or any part thereof with any hardware or software of Customer or of a third party without Premier's prior written consent, or (v) a cause beyond Premier's reasonable control, including computer viruses, hackers, failure of electric power, or Internet downtime.

(c) Limitation on Liability. IN NO EVENT SHALL PREMIER BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE TO CUSTOMER FOR ANY LOST, DELAYED OR DIMINISHED PROFITS, REVENUES OR OPPORTUNITIES, LOSS OR DAMAGE TO DATA, SOFTWARE OR EQUIPMENT, DOWNTIME, OR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER TRANSACTIONAL AGREEMENTS. ADDITIONALLY, PREMIER'S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO ANY PARTICULAR SOLUTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL FEES PAID TO PREMIER FOR THE MOST RECENT ANNUAL PERIOD WITH RESPECT TO SUCH SOLUTION.

(d) Non-Premier Data. Certain Solution(s) may allow Customer to view data of other healthcare organizations, and certain Content and Deliverables may be based on, may be derived from or may otherwise contain data or information provided by Customer or third parties, including other healthcare organizations (collectively, "**Non-Premier Data**"). Customer agrees that (i) Premier is not the original source of Non-Premier Data, (ii) Premier has no control over the truth, accuracy or completeness of Non-Premier Data, (iii) Premier shall not be liable to Customer for any inaccuracies of any Non-Premier Data, and (iv) Customer is solely responsible for deciding how to use Non-Premier Data and for the consequences of such use. PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO NON-PREMIER DATA, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.

9. Indemnification.

(a) Indemnification by Premier. If a third-party (who is not an Affiliate of Customer) claims that Customer's use of the Solution(s) infringes or misappropriates any registered United States trademark, patent or copyright or a trade secret held by such third party, Customer must promptly notify Premier in writing of such claim. If so notified, Premier will, at its reasonable cost, defend Customer against such claim if Customer reasonably cooperates, at Premier's expense, with Premier and allows Premier to control the defense and all related settlement provided that such settlement unconditionally releases Customer of all liability, and then Premier will indemnify Customer from and against any damages finally awarded for such infringement. If an injunction is sought or obtained against Customer's use of the Solution(s) as a result of such third-party infringement claim, Premier shall, at its sole option and expense, (i) procure for Customer the right to continue using the non-infringing portion of the Solution(s), (ii) replace or modify the infringing portion of the Solution(s) with equivalent functionality so that it does not infringe, or (iii) terminate the Solution Exhibit(s) and the corresponding Solution(s) giving rise to such third-party infringement claim, in which case Premier will provide Customer a pro rata refund of pre-paid fees for the then-current term based on the time period during which Customer will be prohibited from using the Solution(s) as a result of such third-party infringement claim. However, Premier shall have no liability for any third-party claim of infringement if the claim resulted from or is otherwise caused by, in whole or in part, (A) Customer's failure to comply with any term or condition under this Agreement, including the applicable Solution Exhibit(s), (B) Customer's negligent acts or omissions, (C) Customer's modification of the Solution(s) or any part thereof, or (D) Customer's combination of the Solution(s) or any part thereof with any hardware or software of Customer or of a third party without Premier's prior written consent. This Section 9 constitutes the entire liability of Premier, and Customer's sole and exclusive remedy with respect to, any third-party claims of infringement.

(b) Indemnification by Customer. To the extent expressly authorized by Nevada law, if a third-party (who is not an Affiliate of Premier) claims that any Customer Data provided to Premier infringes or misappropriates any registered United States trademark, patent or copyright or a trade secret held by such third party, Premier must promptly notify Customer in writing of such claim. If so notified, Customer will, at its reasonable cost, defend Premier against such claim if Premier reasonably cooperates with Customer, at Customer's expense, and allows Customer to control the defense and all related settlement, and then Customer will indemnify Premier from and against any damages finally awarded for such claims. In the event of any such claim, Premier shall have the right to terminate the applicable Solution Exhibit(s) and corresponding Solution(s) or part thereof giving rise to such claim or to terminate this Agreement; without liability to Customer.

10. Nonsolicitation of Employees. Each party agrees not to induce, hire, or directly or indirectly solicit or employ, any employee or independent contractor of the other party with whom it has had direct contact during the term of this Agreement. Such restriction shall continue during the term of this Agreement and for a period of twelve (12) months after the date this Agreement terminates. The foregoing restriction shall not apply to (i) any employee or independent contractor who has ceased to be employed by, or affiliated as a contractor with, a party hereto for a period of at least three (3) months, nor (ii) any solicitation or hiring consisting of or resulting from advertising in a newspaper of general circulation, job fairs or employment through the Internet. If this Section 10 is breached, then the party in breach shall pay the non-breaching party an amount equal to six (6) times the hired employee's or independent contractor's most recent monthly compensation rate as reasonable liquidated damages the non-breaching party would incur as a result of such breach.

11. Miscellaneous.

(a) Publicity.

(i) Subject to Customer's written approval, which shall not be unreasonably withheld, Premier may issue a press release within thirty (30) days after execution of each Solution Exhibit announcing that Customer has subscribed to the corresponding Solution. Premier may also issue a press release regarding Customer's experience deploying each Solution within twelve (12) months after execution of the corresponding Solution Exhibit. Premier may request that Customer provide an executive who will be available to speak to the press "on the record" for six (6) months, starting from the issuance of each press release, to validate facts in the press release and describe the benefits Customer expects to receive or has received from its use of the applicable Solution(s). Customer will not unreasonably deny such request and use reasonable efforts to speak with reporters in the time frames requested.

(ii) Premier may (A) with Customer's prior written consent, use Customer's name as a Premier customer on the Premier website, in Premier corporate presentations and collateral, in Premier corporate advertising, and during discussions with press and analysts, and (B) use Customer's name in verbal communications with Premier prospects.

(iii) Premier may prepare and distribute a case study describing Customer's experience with each and every Solutions with Customer's prior written approval, which approval will not be unreasonably withheld or delayed.

(iv) If requested by Premier, Customer may agree to complete a project survey regarding each Solution subscribed by Customer. Premier may share the contents of the project survey with Premier customers and prospects.

(v) Premier may request Customer participate in an in-person or Web seminar describing its experience deploying each Solution subscribed by Customer within twelve (12) months after Customer's execution of the corresponding Solution Exhibit.

(vi) Neither Customer nor any affiliate thereof shall make, or cause to be made, any publicity, news release or other such general public announcement or make any other disclosure to any third party in respect of this Agreement or related to the transactions contemplated hereby, without the prior written consent (which may be by electronic mail) of Premier. Notwithstanding the foregoing provision, Customer and its affiliates shall not be prohibited from making any disclosure or release that is required by law, court order, or applicable regulation; provided, however, any such required disclosure shall be narrowly tailored to meet the applicable disclosure or release requirements.

(vii) Prior to the release of any proposed communication or disclosure, whether voluntary or required, both parties shall, to the extent not prohibited by applicable law, provide the other with reasonable opportunity (not less than two business days) to review and comment on such communication or disclosure, and either party agrees to accept such reasonable comments.

(b) Assignment. Except in the case of a merger, consolidation or sale of substantially all the assets or capital stock of a party, neither Customer nor Premier shall assign (or sublicense), whether voluntarily or by operation of law, any of its rights or delegate any of its obligations under this Agreement to any person or entity without the prior written consent of the other party. Subject to the limitations on assignment set forth above, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted assigns and permitted

successors in interest. In the case of a merger, consolidation or sale of substantially all the assets or capital stock of Premier, Premier will provide written notice to Customer of such assignment, if any.

(c) Subcontractors. Premier may use third-party subcontractors in connection with the provision of any services provided to Customer under this Agreement; provided that Premier remains liable for all acts or omissions of its subcontractors and agents.

(d) Capacity. All signatories to this Agreement warrant and represent that they have the capacity and authority to execute this Agreement, and to bind their respective principals in the capacities set forth below.

(e) Severability. If any provision contained in this Agreement is held to be unenforceable by an arbitrator or by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not in any way affect the enforceability of any other provision of this Agreement. Such unenforceable provisions hereof will immediately be void and may be renegotiated by the parties for the sole purpose of rectifying the error.

(f) Force Majeure. Any delays in or failure of performance of either party shall not constitute a default under this Agreement, or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the reasonable control of such party, including acts of God, fire, flood, explosion, war, terrorism, healthcare crisis or pandemic, strikes or work stoppages, inability to obtain equipment or transportation, or loss of any necessary utility. The non-performing party will give prompt written notice to the other party of its inability to perform per this Section, wherein its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences, except that if the performance is extended under this Section is more than sixty (60) days, then at any time before reinstatement of the performance, the other party may terminate this Agreement upon written notice to the non-performing party. This Section 11(f) shall not excuse Customer from making any payments required under this Agreement.

(g) Waiver. The failure to enforce or the waiver by either party of one default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach.

(h) Remedies. Subject to the limitations set forth in Section 8, each party acknowledges that a violation of Sections 3(c), 5, 6, 7 and 11(a) of this Agreement may cause substantial and irreparable injury to the other party for which the other party's remedies at law may not be adequate. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of said Sections of this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which the non-breaching party may be entitled at law or in equity.

(i) Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when: (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by fax with confirmation of transmission by the transmitting equipment; (iii) sent via email with acknowledgment from recipient; or (iv) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or fax numbers and marked to the attention of the person (by name or title) designated below (or to such other address, fax number or person as a party may designate by written notice to the other party):

To Premier: Premier Healthcare Solutions, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Fax: 704-816-5652
Attn: Legal Department

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

(j) Entire Agreement. This Agreement and the other Transactional Agreements constitute the entire and integrated agreement between Premier and Customer with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded. No modification to this Agreement or any other Transactional Agreements shall be binding on either party unless it is in writing and signed by both Premier and Customer, and which writing specifically references this Agreement and the other Transactional Agreements, as applicable.

(k) Conflicts. In the event of a conflict between the terms of the Solution Exhibit corresponding to the Solution subscribed by Customer and the terms of this Agreement, the Solution Exhibit shall control. In the event of a conflict between the terms of the Business Associate Agreement and the terms of this Agreement concerning Protected Health Information, the Business Associate Agreement shall control.

(l) [Reserved]

(m) Relationship of the Parties. Each party shall operate as, and have the status of, an independent contractor with respect to the other party. Nothing contained in this Agreement shall be construed as authorizing either party to act as an agent for the other party.

(n) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" shall mean "including without limitation" or "including but not limited to." Unless the context otherwise requires, (i) words using singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement in its entirety; and (iii) the masculine gender shall include the feminine and neuter. The section headings are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Use of the word "Agreement" in this Section 11 and Section 5 means to include the other Transactional Agreements, as applicable.

(o) Further Assurances. Each party shall execute such documents and other instruments and take such further actions as may reasonably be requested by the other party to carry out the provisions of this Agreement.

(p) Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then

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

(q) Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.

(r) Non-Exclusion. Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud and are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement.

(s) Personnel On-Site. Premier shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to Premier upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. Premier's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises.

(t) Signature. This Agreement may be executed by a party's signature transmitted by electronic portable document format (.pdf), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

(u) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall be effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, Premier and Customer have each caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

University Medical Center of Southern Nevada (UMC)		**Premier Healthcare Solutions, Inc.**	
Las Vegas, Nevada		**Charlotte, North Carolina**	
By:		**By:**	DocuSigned by: Leigh Anderson 2094A1DBE4F64D3...
Name:	**Mason Van Houweling**	**Name:**	Leigh Anderson
Title:	**Chief Executive Officer**	**Title:**	President, Performance Services
Date:		**Date:**	6/14/2022

ANNEX A

American Medical Association - Current Procedural Terminology (CPT®)

As required by the Third-Party Agreement between Premier and American Medical Association ("**AMA**") in respect of certain Third-Party Products (the "**Premier-AMA License Agreement**") used in certain Premier Solutions, the following terms shall be applicable to and binding upon Customer with respect to Customer's use of each applicable Solution:

a. Current Procedural Terminology (CPT®) Data File, which means content from the print publication *Current Procedural Terminology, Fourth Edition* and CPT Standard data file published by the AMA, and CPT® Link, which means CPT data files with the ontology to connect disparate data that applies to the same code, code range, or concept (collectively, "**Licensed Content**"), is copyrighted by the AMA and CPT is a registered trademark of the AMA.

b. Premier, as a party to the Premier-AMA License Agreement, is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use Licensed Content in the Solution, for the sole purpose of internal use by Customer within the Territory (as defined below). The sublicense granted under the applicable Solution Exhibit shall automatically terminate upon termination of the Third-Party Agreement between Premier and AMA, unless prior written consent of AMA is obtained by Premier or a direct license between Customer and AMA is entered. For purposes of this Annex, "Territory" is defined as follows: Algeria, Argentina, Australia, Bahamas, Bahrain, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Norway, Panama, Peru, Philippines, Portugal, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.

c. The provision of updated Licensed Content in each applicable Solution is dependent on a continuing contractual relationship between Premier and the AMA.

d. Customer is prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party any applicable Solution, or a copy or portion of Licensed Content.

e. **Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at Customer's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's *Current Procedural Terminology* book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.**

f. U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This Annex does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

g. Customer shall ensure that anyone with authorized access to each applicable Solution will comply with the provisions of the Agreement and this Annex.

h. AMA is hereby named as a third-party beneficiary of the Agreement solely in respect of the terms of this Annex.

i. Customer hereby consents to the release by Premier of its name to the AMA which will be used to confirm Premier's obligations under the Premier-AMA License Agreement, will be kept confidential by AMA, and will not be used for sales or marketing purposes.

j. Customer agrees that use of the Licensed Content or any applicable Solution beyond the scope of the license granted to Customer by Premier in accordance with the Premier-AMA License Agreement shall constitute a violation of the AMA's intellectual property rights in the Licensed Content.

3M™ - APR-DRG Grouper

As required by the Third-Party Agreement between Premier and 3M Health Information Systems, Inc. ("**3M**") in respect of certain Third-Party Products (the "**Premier-3M License Agreement**") used in certain Premier Solutions, the following terms shall be applicable to and binding upon Customer with respect to Customer's use of each applicable Solution:

a. Use of the All Patients Refined Diagnosis Related Groups ("APR-DRG") Software pursuant to the Agreement and the applicable Solution Exhibit is non-exclusive and non-assignable. The APR-DRG Software is solely for Customer's internal use in compliance with the Agreement and the applicable Solution Exhibit.

b. Customer shall not: (A) use the APR-DRG Software to process data for the benefit of any entity other than Customer, (B) make the APR-DRG Software accessible to any entity other than Customer, (C) make any modifications, derivatives works of, disassemble or otherwise reverse engineer the APR-DRG Software, or (D) make copies of the APR-DRG Software, except for archival and backup purposes.

c. Use of the 3M documentation in connection with the APR-DRG Software (the "**3M Documents**") pursuant to the applicable Solution Exhibit is non-exclusive and non-assignable, and the 3M Documents are solely for Customer's internal use in compliance with the applicable Solution Exhibit.

d. Customer shall not: (A) provide, or make accessible, the 3M Documents to any third party, (B) make any modifications to or derivatives of the 3M Documents, including the removal of any copyright or other proprietary rights notices, or (C) make copies of the 3M Documents, except for archival and backup purposes.

e. To the fullest extent permitted by applicable law, Customer agrees that 3M and its licensors shall not be liable for any losses or damages incurred by Customer in connection with its use of the APR-DRG Software or the 3M Documents.

f. Customer agrees, that notwithstanding anything to the contrary in the Agreement or the applicable Solution Exhibit, Customer's use of the APR-DRG Software and the 3M Documents shall be terminated in the event Customer violates the terms in this Annex and fails to cure such violation.

SOLUTION EXHIBIT

This Solution Exhibit (the "Solution Exhibit"), effective as of July 1, 2022 (the "Effective Date"), is being entered into by and between Premier Healthcare Solutions, Inc., a Delaware corporation ("Premier"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer") pursuant and subject to the Performance Solutions Subscription Agreement (the "Agreement"), entered into by the parties as of July 1, 2022. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SOLUTIONS

This Solution Exhibit, together with the Solution Specific Terms attached hereto and made a part hereof, contain the terms and conditions applicable to the Solution identified in the chart below, and shall be considered a "Solution" as defined in the Agreement.

SOLUTION	SOLUTION SPECIFIC TERMS
CDS – HCC Solution	Schedule 1

II. TERM AND TERMINATION

The applicable term for the Clinical Decision Support - Hierarchical Condition Category ("CDS – HCC") Solution shall commence as of the Contract Start Date identified below and shall continue until the Contract End Date identified below (the "Term"). Customer has a one-time option to terminate this Solution Exhibit for its convenience upon at least ninety (90) days' written notice to Premier prior to the end of the first contract year (i.e., June 30, 2023) with such termination effective as of the end of the first contract year.

SOLUTION	CONTRACT START DATE	CONTRACT END DATE	TERM
CDS – HCC Solution	July 1, 2022	June 30, 2026	4 Years

III. FEES

A. Solution Fees. The fees applicable to the Solution during the Term are identified in the chart below.

Solution	Year 1 (07/01/2022 – 06/30/2023)	Year 2 (07/01/2023 – 06/30/2024)	Year 3 (07/01/2024 – 06/30/2025)	Year 4 (07/01/2025 – 06/30/2026)
CDS – HCC Solution	See Section C, Note 1, below	$[redacted] (See Section C, Note 2 below)	$[redacted] (See Section C, Note 2, below)	$[redacted] (See Section C, Note 2, below)
YEARLY TOTALS	**Maximum $[redacted]**	**$[redacted]**	**$[redacted]**	**$[redacted]**
GRAND TOTAL NTE $1,040,400				

B. Activation of HCC Alerts.
1. At Contract Start Date, HCC alerts will be in implemented in "silent mode".
2. Customer will activate HCC alerts solely for the Silverstate ACO, Intermountain Healthcare Medicare Advantage (healthcare partners), OptumCare Medicare Advantage, and P3 Health Partners Nevada Medicare Advantage (the "Populations").

C. Solution Invoicing.
1. Year 1 Solution Fees: The fees for the CDS – HCC Solution in Year 1 shall be equal to the product of (x), the number of new or different HCC codes added by Authorized Users to the EHR workflow at the point of care as a result of HCC alerts as further described in **Schedule 1** (each, an "Added HCC Code ") and (y) $[redacted] (the "Added HCC Code Fees"); provided,

however, that the aggregate Added HCC Code Fees shall not exceed $[redacted] for the consecutive twelve (12) month period commencing on the Contract Start Date.

i. Premier will invoice Customer for the Added HCC Code Fees quarterly, in arrears, commencing with the quarter following the Contract Start Date.

ii. After the end of each quarter (each quarter being a "Contract Quarter"), Premier will provide Customer with a report to identify the total number of Added HCC Codes that occurred in such Contract Quarter, and which are being used to calculate the Added HCC Code Fees for such Contract Quarter.

iii. For the sake of clarity, Customer shall only be invoiced for up to 867 Added HCC Codes in a consecutive twelve (12) month period ($[redacted] x 867 Added HCC Codes = $[redacted]). Customer shall not be invoiced for more than 867 Added HCC Codes.

2. Year 2 through Year 4 Solution Fees: Premier shall invoice Customer for the annual fee identified above, in equal monthly installments, beginning on Year 2 of the Contract Start Date, during each year of the Term.

3. Activation of HCC Alerts: When going live with visible alerts, Customer will activate HCC alerts solely for the Populations that shall not exceed a combined total of thirteen thousand (13,000) patients. In the event the Customer would like to expand the group of patient Populations covered by this Solution Exhibit, the parties shall mutually agree under an amendment to this Solution Exhibit on the applicable terms and fees relating thereto.

IV. BILLING INFORMATION

Billing Contact Name:	Accounts Payable Department	PO Required:	Yes
Billing Email Address:		PO Number:	
Billing Address:	1800 W. Charleston Blvd., Las Vegas, NV 89102	Travel Receipts Required:	N/A
Billing Frequency:	See Section III above	Payment Terms:	Net 45

V. AUTHORIZED USERS

Only Authorized Users are permitted to access and use the CDS – HCC Solution solely in respect of the Populations. The term "Authorized Users" means users of Customer's electronic health record (i.e., Epic).

Premier Entity Code	Customer Facilities	City, State
	University Medical Center of Southern Nevada	Las Vegas, Nevada

Schedule 1 – CDS-HCC Solution

a. CDS-HCC Solution Overview.

Premier's CDS-HCC Solution helps organizations capture hierarchical condition category ("HCC") codes by implementing alerts to prompt providers to consider whether to add a new or different HCC code into the electronic health record ("EHR") workflow at the point of care. Key aspects of the CDS-HCC Solution include:

i. **Available in EHR workflow.** Actionable HCC alerts are made available in the EHR at the point of care and are designed to notify the provider if a new or different HCC code should be considered to optimize diagnosis coding.

ii. **Inferred diagnosis.** Premier's HCC alerts are not solely reliant on prior coding history, nor do they focus primarily on the recapture of codes. This helps enable identification of new codes that have not been previously documented, which may result in a year-over-year increase in risk adjustment factor scores.

iii. **Expanded HCC content.** Premier offers a library of HCC alerts covering a variety of conditions including diabetes, Alzheimer's disease, benzodiazepine and opioid dependence, chronic kidney disease and more that can be made available as part of your clinical decision support ("CDS") library.

iv. **Actionable alerts.** The alerts are designed to be actionable and built to limit the provider's administrative burden. They help the provider to update the HCC code in the workflow, avoiding the need to remember to update the code later or navigate to a different part of the EHR to complete the task.

v. **Provider efficiencies.** The alerts are designed to offer provider efficiencies across the care continuum, with the goal to help improve patient care, risk score outcomes, billing compliance and the potential to optimize Medicare Advantage reimbursement.

b. Scope of Work.

i. Premier Responsibilities:
   A. Implementation: Under the CDS – HCC Solution, Premier shall provide for the mapping, training, and project support necessary to:
      I. Guide the load of import ready flat files.
      II. Support mappings for future content updates.
   B. Licensing and Maintenance: Premier will provide Customer with unlimited mapping projects, to maximize consumption of new Premier content.
   C. Ongoing program optimization support from Premier Customer Success Team to maximize program impact and effectiveness.

ii. Customer Responsibilities:
   A. Identify applicable plans related to the Population for alert logic restrictions and data reporting purposes;
   B. Apply and maintain alert logic restrictions applicable to the Populations to Premier provided CDS-HCC library;
   C. Install, turn on and make actionable at least 50% of the Premier CDS-HCC library within 180 days of Contract Start Date. If Customer fails to do the foregoing, Premier shall charge Customer a one-time $25,000 implementation fee which will be included in the invoice following 180 days after the Contract Start Date; and
   D. Maintain the Premier CDS-HCC library that complies with Premier's 'standard' CDS-HCC logic and workflow.

iii. Changes to Scope of Work: Changes to the scope of work defined in this Solution Exhibit as and when executed shall require an amendment and/or separate exhibit that includes a detailed outline of such changes and associated fees executed by the parties in writing and incorporated herein.

c. Customer Acknowledgment Regarding Customer Data and Protected Health Information

i. Customer acknowledges that in subscribing to the CDS-HCC Solution, Customer hereby represents and warrants that it will provide Premier with use of and access to Customer Data, as provided and permitted under the Agreement, this Solution Exhibit and related Business Associate Agreement, and that any such Customer Data and/or Protected Health Information neither contains nor is comprised of data of any third party which is not an Affiliate of Customer or contains or is comprised of data that Customer has not obtained the necessary consents, authorizations and other legal permissions required under applicable law in order to provide Premier access to such data. Furthermore, and in addition to the foregoing, Customer certifies that Customer, its Affiliates and each Authorized User, are authorized to transmit, access and use all Protected Health Information associated with Affiliates and Authorized Users referenced herein and made available in connection with the CDS-HCC Solution due to:
   A. the Covered Entities (as defined in the Business Associate Agreement and in 45 C.F.R. 160.103) are under common ownership or control (as defined in 45 C.F.R. 164.103) and have designated themselves as a single affiliated covered entity (as provided in 45 C.F. R. 164.105(b)) for HIPAA compliance purposes; or,

B. the Covered Entities (as defined in the Business Associate Agreement and in 45 C.F.R. 160.103) are members of an organized health care arrangement (as defined at 45 C.F.R. 160.103); or
C. the Covered Entities (as defined in the Business Associate Agreement and in 45 C.F.R. 160.103) are business associates (as defined in 45 C.F.R. 160.103) of the affiliate covered entity (if applicable), the organized health care arrangement or the Covered Entities (as defined in the Business Associate Agreement and in 45 C.F.R. 160.103) individually and are authorized to access the Protected Health Information (as defined in 45 C.F.R. 160.103) provided to Premier databases by the Covered Entities (as defined in the Business Associate Agreement and in 45 C.F.R. 160.103).

d. Customer Acknowledgment Regarding HCC Alerts

Customer hereby acknowledges and agrees, on behalf of itself and each Authorized User, that (i) the HCC alerts are neither meant to (A) be used for purposes of diagnosing a medical condition nor (B) replace a provider's independent clinical judgment in treating the patient or applying the appropriate treatment code to the medical record, and (ii) the HCC alerts should be used by providers solely in order to evaluate whether adding one or more of HCC diagnosis codes to the provider's encounter diagnoses and problem list would be appropriate in the provider's independent clinical and coding judgment and, if so, it is recommended that the provider address any diagnosis in the provider's progress notes. Any trademarks identified in the HCC alert are owned by their respective owners and used solely for reference purposes and do not imply an endorsement by such owners of the HCC alerts.

e. Effect of Termination

In the event this Solution Exhibit expires and/or is terminated by either party (a) Customer's access and use of the Solution and shall terminate, (b) Customer shall stop further use of the Solution and shall delete all content and data that may be viewed, downloaded, printed, or copied from or by using the Solution, including any copies, from the Solution from Customer's EHR, (c) Premier may immediately stop performing all services under this Solution Exhibit and (d) upon Premier's written request, Customer shall certify in writing that it has complied with its foregoing obligations.

Business Associate Agreement

This Agreement is made effective the 1st of July, 2022 (the "Effective Date"), by and between **University Medical Center of Southern Nevada**, on behalf of itself and any of its affiliates and/or subsidiaries to the extent any such entity receives the Services (as defined below) under the Underlying Agreement (as defined below) (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 **Premier Healthcare Solutions, Inc.** and its subsidiaries to the extent that such subsidiaries act as Business Associates within the meaning of HIPAA, 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 one or more arrangement(s) whereby Business Associate will provide certain healthcare services to Covered Entity requiring Business Associate to create, receive, maintain, transmit, use, or disclose Protected Health Information (as defined below) from, or on behalf of, a Covered Entity (the "Services"), and, pursuant to such arrangement(s), Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement(s) evidencing such arrangement(s) are collectively referred to as the "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the Underlying Agreement(s);

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement(s), 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.

All other capitalized terms used herein without definition shall have the respective meanings assigned to such terms under the HIPAA Rules.

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 create, receive, maintain, transmit, use or disclose Protected Health Information solely:

(i) for meeting its business obligations as set forth in the Underlying Agreement(s);

(ii) as Required by Law or as otherwise permitted under this Agreement or the Underlying Agreement(s) (if consistent with this Agreement and the HIPAA Rules);

(iii) for Business Associate's proper management and administration, including but not limited to data analysis necessary to review, improve, or validate a product or service offered in connection with the Services and to facilitate performance improvement efforts, or for Business Associate's legal responsibilities;

(iv) to disclose Protected Health Information to a third party for (a) Business Associate's proper management and administration, including but not limited to data analysis necessary to review, improve, or validate a product or service offered in connection with the Services and to facilitate performance improvement efforts; (b) public health activities or health oversight activities consistent with 45 C.F.R. 164.512; or (c) to satisfy Business Associate's legal responsibilities, provided that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the third party that the third party will (x) protect the confidentiality of the Protected Health Information, (y) only use or further disclose the Protected Health Information as Required by Law or for the purpose Business Associate disclosed the Protected Health Information to the third party, and (z) notify Business Associate of any instances of which the third party is aware that the use or disclosure of the Protected Health Information is inappropriate or not required to meet the purpose for which Business Associate disclosed the Protected Health Information to the third party;

(v) consistent with the terms hereof, to provide Data Aggregation Services;

(vi) to create Limited Data Sets in accordance with HIPAA at the direction of Covered Entity; or

(vii) to de-identify the PHI in accordance with a methodology set forth in HIPAA (the "De-identified Information").

(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 covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information that are at least as restrictive as those 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(s) 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 reasonable and 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; provided, however, that the Parties acknowledge and agree that this Section IV(a)(iii) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Protected Health Information or intentional interference with system operations in an information system that contains Protected Health Information.

(b) When a Breach of Unsecured Protected Health Information occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer promptly and in no event later than ten (10) business days following 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, to the extent known and to the extent not prohibited by government agencies or authorities, in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To reasonably 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 reimburse Covered Entity for the following actual, substantiated costs and expenses resulting from a Breach of PHI in the custody of Business Associate: i) the reasonable costs of required notifications to affected Individuals and government agencies; and ii) the reasonable costs of credit monitoring for affected Individuals, in each case only to the extent required by applicable law.

V. RIGHT TO SOC ATTESTATION

(a) Business Associate agrees:

(i) That Business Associate has conducted a Service Organization Control (SOC) attestation and upon request shall provide Covered Entity with a copy of the most recent report, as is applicable to the products being purchased. Business Associate will maintain SOC attestation exercises annually and will provide reports upon request. In

addition, no more than once every twelve (12) months and upon sixty (60) days written notice to Business Associate, Covered Entity shall have the right to request Business Associate complete a questionnaire to verify Business Associate's compliance with 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 AND OBLIGATIONS

(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. Any denials of to the Protected Health Information request shall be the responsibility of Covered Entity.

(iii) To the extent required by the HIPAA Rules, 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. Any denials of amendment to the Protected Health Information request shall be the responsibility of Covered Entity.

Notwithstanding the foregoing, the Parties acknowledge and agree that none of the products or services provided by Business Associate to Covered Entity constitute a Designated Record Set as defined by HIPAA.

(iv) Except for information regarding the Health Care Operations of Covered Entity and/or as otherwise excepted by the HIPAA Rules, 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.

(b) (i) Covered Entity agrees to use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Health Information transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

(ii) Covered Entity agrees to use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of HIPAA.

(iii) Covered Entity represents and warrants that it has obtained any consents necessary to provide the Protected Health Information to Business Associate which are required under applicable law. Covered Entity shall provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures.

(iv) Covered Entity shall only provide or disclose to Business Associate the Minimum Necessary amount of Protected Health Information necessary to achieve the purpose for which the Protected Health Information is provided.

VII. TERM; TERMINATION

This Agreement is effective as of the Effective Date and shall remain effective until terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party in the event that such other Party breaches any material provision contained in this Agreement and such breach is not cured within such thirty (30) day period. In the event that this Agreement is terminated and Covered Entity has only subscribed to Services that would require the receipt, use or disclosure of Protected Health Information, the Underlying Agreement(s) shall also terminate in its entirety on the same day that the termination of this Agreement is effective.

At termination of this Agreement, the last 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; provided, however, that Business Associate may maintain Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, 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. Upon termination, any Underlying Agreement pursuant to which Business Associate provided to Covered Entity a Service that requires the receipt, use or disclosure of Protected Health Information will terminate on the same day that the termination of this Agreement is effective. Upon the written request of Covered Entity, Business Associate shall provide a written certification confirming compliance with Business Associate's obligations under this Section.

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 last 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. 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. The Parties shall negotiate amendments the terms of this Agreement, if necessary to bring it into compliance.

This Agreement supplements, modifies and amends any and all Underlying Agreement(s), whether oral or written, between the Parties involving Business Associate's creation, receipt, maintenance, transmission, use, or disclosure of Protected Health Information by, or on behalf of, Covered Entity. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in any Underlying Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference. All non-conflicting terms and conditions of the Underlying Agreement(s) and any other agreement between the Parties remain in full force and effect.

Covered Entity represents and warrants that it is the legal representative of each Covered Entity with respect to the power to enter into this Agreement and has the right to enter into this Agreement on their behalf. Premier Healthcare Solutions, Inc. represents and warrants that it is the legal representative of its subsidiaries with respect to the power to enter into this Agreement and has the right to enter into this Agreement on their behalf. The Business Associate of record will be the Business Associate entity actually providing applicable Services and, therefore, no other Business Associate entity will be liable for any breach by such Business Associate of record of any obligation arising under the HIPAA Rules or this Agreement in performance of such Services.

All notices required to be given to either Party under this Agreement will be in writing and sent by traceable carrier to each Party's address indicated below, or such other address as a Party may indicate by at least ten (10) days' prior written notice to the other Party. Notices will be effective upon receipt.

COVERED ENTITY:

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102
Attn: Legal Department

BUSINESS ASSOCIATE:

Premier Healthcare Solutions, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Attn: Legal Department

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:
University Medical Center of Southern Nevada

By:_____
Mason Van Houweling

Title: CEO

Date:_____

BUSINESS ASSOCIATE:
Premier Healthcare Solutions, Inc., on its own behalf and on behalf of its subsidiaries

DocuSigned by:
By: Kimberly Hochradel
E31DBA92C1B8498...
Kimberly Hochradel

Title: Vice President, Chief Privacy Officer

Date: 6/13/2022

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: 3

Corporate/Business Entity Name:	Premier Healthcare Solutions, Inc.	
(Include d.b.a., if applicable)		
Street Address:	13034 Ballantyne Corporate Place	**Website: www.premierinc.com**
City, State and Zip Code:	Charlotte, NC 28277	**POC Name: Erik Smith** **Email: erik_smith@premierinc.com**
Telephone No:	419-450-9064	**Fax No: 704-816-5652**
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)
Michael Alkire	Director	
Craig McKasson	Director	
Leigh Anderson	President/CEO	
Sheila Goulding	Corporate Secretary	
Craig McKasson	Treasurer/CFO	

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

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

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

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

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

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

DocuSigned by:
Leigh Anderson
2094A1DBE4F64D3...
Signature

Leigh Anderson
Print Name

President/CEO
Title

6/7/2022
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award of Bid No. 2022-04 2231 Remodel to Red Mesa Builders, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the award of Bid No. 2022-04 2231 Remodel to Red Mesa Builders, Inc., the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2022-04 2231 Remodel
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
Term: 240 days from Notice to Proceed
Amount: NTE $633.778.80 including contingency
Out Clause: Immediate w/o Cause, Budget Act and Fiscal Fund Out

BACKGROUND:

On April 17, 2022, Bid No. 2022-04 was published in the Las Vegas Review-Journal. This project entails remodeling work in Tenant improvement to the first floor of the 2-story building at 2231 West Charleston. On Thursday, May 26, 2022, UMC received responses from:

Bids Received	Total Base Bid Amount
Red Mesa Builders, Inc.	$ 551,112.00
KOR Building Group	$ 572,841.81
SHF International	$ 587,206.00
PJ Becker & Sons	$ 599,895.00
Blueprint Construction	$ 602,104.00
SAVI Construction	$ 629,950.00
JMB Construction	$ 643,409.00

All of the above bids were received and opened on May 26, 2022. The apparent low bid of $551,112.00 was received from Red Mesa Builders, Inc., based in Henderson, Nevada. The recommendation of award to Red

Cleared for Agenda
June 29, 2022

Agenda Item #
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Mesa Builders, Inc. is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 240 days from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to Red Mesa Builders, Inc.

Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommend award by the Governing Board.

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

Red Mesa Builders, Inc. currently holds a valid Clark County Business License.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2022-04
2231 REMODEL
PWP NUMBER: CL- 2022-344

Red Mesa Builders, Inc.

(NAME)

4023 W Oquendo Rd. Las Vegas, NV 89118

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to john.goodnow@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit Bid Attachment 4, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to john.goodnow@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **Disclosure of Ownership/Principals** form within 24-hours of request.

7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **Bid Attachment 8, Schedule of Values**, by 5:00 PM of the next business day.

8. I acknowledge that if I am one of the three apparent low BIDDER(s)for the base bid at the bid opening, I must submit the **Bid Attachment 6, Project Workforce Checklist**, by 5:00 PM of the next business day.

9. I acknowledge that if notified that I am the low BIDDER, I must submit Exhibit E, **Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.

10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.

11. I acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:

    a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

    b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

    c) The apparent low BIDDER must submit a Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.

13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **$100.00** per day as liquidated damages.

14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.

18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,	4/19/22	Addendum No.	5	dated,	5/19/22
Addendum No.	2	dated,	4/22/22	Addendum No.		dated,	
Addendum No.	3	dated,	4/28/22	Addendum No.		dated,	
Addendum No.	4	dated,	5/6/22	Addendum No.		dated,	

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

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 82,539.00
2.	PERMITS AND FEES (if required)	$ 3500.00
3.	METALS	$ 20,595.00
4.	DEMOLITION	$ 20,074.00
5.	CONCRETE	$ 13,429.00
6.	WOOD, PLASTICS, AND COMPOSITES	$ 23,908.00
7.	THERMAL AND MOISTURE PROTECTION	$ 3,000.00
8.	FINISHES	$ 80,480.00
9.	SPECIALTIES	$ 60,124.00
10.	MILLWORK	$ 20,000.00
11.	PLUMBING	$ 34,440.00
12.	ELECTRICAL	$ 48,703.00
13.	HVAC	$ 23,820.00
14.	LANDSCAPING	$ 5,000.00
15.	ICRA COMPLIANCE MEASURES	$ 11,500.00
16.	CONSTRUCTION CONTINGENCY	$ 100,000.00
	TOTAL BID AMOUNT	$ 551,112.00

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

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		$
2.		$
3.		$
4.		$
5.		$
	ADD ALTERNATES AMOUNT	$
	GRAND TOTAL BID AMOUNT	$ 551,112.00

21. BUSINESS ENTERPRISE INFORMATION:

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

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☐ Caucasian (CX) ☐ African American (AA) ☒ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA)) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

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

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

☐ No **I do not have a Certificate of Eligibility to receive preference in bidding**.

24. Red Mesa Builders, Inc.
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

4023 W Oquendo Rd.
ADDRESS OF FIRM

Las Vegas, NV 89118
CITY, STATE, ZIP CODE

702.434.0046
TELEPHONE NUMBER

702.434.0051
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

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

LICENSE NUMBER: 81273

LICENSE CLASS: B - General Building

LICENSE LIMIT: 4,500,000

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

DUN & BRADSTREET NUMBER 81214569

CLARK COUNTY BUSINESS LICENSE NO. 2001813-023-140

STATE OF NEVADA BUSINESS LICENSE NO. NV20151470448

Ebony Montano
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ebony@redmesabuilders.com
E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

5/19/22
TODAY'S DATE

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. Prime Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Prime Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to OWNER.

B. Not later than **ten (10) business days** after OWNER'S written request for insurance, Prime Contractor shall furnish contract bonds to Contracts Management Division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.

2. Performance Bond in the amount of 100% of the Contract price.

3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the OWNER and/or Governing Body has authorized the award and Prime Contractor has submitted its required bonds utilizing OWNER'S Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**

2. Prime Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**

4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. Prime Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of OWNER to make any payment under this contract, to provide OWNER with 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 through 616D, inclusive, whether or not Prime Contractor has employees.

B. Prime Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Prime Contractor does not maintain coverage throughout the entire term of the contract, Prime Contractor agrees that OWNER may, at any time the coverage is not maintained by Prime Contractor, order Prime Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

C. Prime Contractor shall furnish not later than ten (10) business days after OWNER'S written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, Prime Contractor shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for OWNER should contain the information shown on the sample certificates attached.

E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Prime Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER.

F. Prime Contractor shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. Prime Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the Prime Contractor thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the Prime Contractor in default of its obligation under this paragraph

G. OWNER, its officers, employees, agents, and volunteers, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. Prime Contractor's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to OWNER, its officers, employees and volunteers shall be excess over the insurance required of Prime Contractor and shall not contribute with it.

H. Prime Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Prime Contractor's contractual obligation of additional insured to OWNER. All policies must note that OWNER 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. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***

J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. Prime Contractor's insurer must notify OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

K. Prime Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Prime Contractor, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Prime Contractor's Bid. Prime Contractor is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO 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. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Prime Contractor 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. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Prime Contractor shall maintain limits of no less than **$1,000,000** combined single limit "per accident" for bodily injury and property damage**. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

3. **Builders Risk / Course of Construction: Unless otherwise provided in the Contract**

Documents, the Prime Contractor shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, Prime Contractor, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Prime Contractor is responsible for the deductible for any claim made against the policy.

L. If Prime Contractor fails to maintain any of the insurance coverage required herein, then OWNER will have the option to declare Prime Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Prime Contractor is responsible for any expenses paid by OWNER to maintain such insurance and OWNER may collect the same from Prime Contractor or deduct the amount paid from any sums due Prime Contractor under the contract.

M. The insurance requirements specified herein do not relieve Prime Contractor of its responsibility or limit the amount of their liability to OWNER or other persons and Prime Contractor is encouraged to purchase such additional insurance, as it deems necessary.

N. Prime Contractor is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by Prime Contractor, any subcontractor or anyone employed, directed or supervised by Prime Contractor. Prime Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

O. Prime Contractor shall pay all premiums and costs of insurance.

P. Regardless of the coverage provided by any insurance policy, Prime Contractor shall indemnify, defend and hold OWNER, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Prime Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Prime Contractor shall indemnify, defend and hold harmless OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

Q. Prime Contractor agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.

R. Any conflict between adopted codes and standards shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2022

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

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

PRODUCER 702-798-3700 Assurance, Ltd. 5740 S. Arville Ste 204 Las Vegas, NV 89118 Larry B. Holden	CONTACT NAME: Larry B. Holden PHONE (A/C, No, Ext): 702-798-3700 FAX (A/C, No): E-MAIL ADDRESS: lholden@assuranceltd.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Valley Forge Insurance Co. — 20508
INSURED Red Mesa Builders Inc 4023 W. Oquendo Rd. #B Las Vegas, NV 89118	INSURER B : Continental Insurance Company — 35289
	INSURER C : Continental Insurance Company — 35289
	INSURER D :
	INSURER E :
	INSURER F :

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PMT7014928912	06/15/2022	06/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU			AMBEST AXV			MED EXP (Any one person)	$ 15,000
	X Prop Damage Ded			$0.00			PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BUA7014928926	06/15/2022	06/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp&Coll X Ded $1,000						AMBestAXV	$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUE7014928943	06/15/2022	06/15/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000						AMBestAXV	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Installation Float			PMT7014928912	06/15/2022	06/15/2023	Floater	1,000,000
							Ded	10,000

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

BID NUMBER: 2022-04, 2231 REMODEL Project
** See Notepad for Additonal insured wording.
Coverage afforded the additional insureds is subject to policy terms, conditions and exclusions per written contract.

CERTIFICATE HOLDER

UNIVERS

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Larry B. Holden

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS WHILE ACTING WITHIN THEIR SCOPE OF EMPLOYEMENT IN CONNECTION WITH THE NAMED INSUREDS WORK ON THIS PROJECT ARE LISTED AS ADDITIONAL INSUREDS WITH RESPECT TO GENERAL LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT AS REQUIRED BY WRITTEN CONTRACT PER THE ATTACHED PER THE ATTACHED CNA75079XX 10-16 FORM. GGENERAL LIABILITY WAIVER OF SUBROGATION PER THE ATTACHED CNA74705XX 01-15 FORM. Coverage afforded the additonal insureds is subject to policy terms, conditions and exclusions per written contract..

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

   A. in the performance of your ongoing operations subject to such **written contract**; or

   B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

      1. the **written contract** requires you to provide the additional insured such coverage; and

      2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

   then paragraph I. above is deleted in its entirety and replaced by the following:

   WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the **written contract**; or

   B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

VALLEY FORGE INSURANCE COMPANY
Insured Name: RED MESA BUILDERS, INC

Policy No: 7014928912
Endorsement No: 3
Effective Date: 6/15/2022

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2002C0441054003039592401140B

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the Inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CERTIFICATE of COVERAGE

Workers' Compensation

Builders Assoc. of Western Nevada Self Insured Group &

Safety National Casualty Corporation - AM Best Rated A++

NAIC #15105

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY

Red Mesa Builders Inc dba Red Mesa Builders Inc

Policy No : BAWN18895-2022-01

4023 W Oquendo Rd Ste B
Las Vegas, NV 89118

Dates of Coverage:

12:01 AM on 01/01/2022 to 12:01 AM on 01/01/2023

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Builders Assoc. of Western Nevada Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5012 to the Builders Assoc. of Western Nevada Self Insured Group effective Thursday, April 15, 1999.

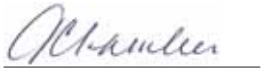
CERTIFICATE HOLDER:	**JOB DESCRIPTIONS:**
University Medical Center of Southern Nevada	All Nevada Jobs
	BID NUMBER: 2022-04, 2231 REMODEL Project PWP NO. CL-2022-344
1800 W Charleston Blvd Las Vegas, NV 89102	

LIMITS OF LIABILITY:	WORKERS COMPENSATION	STATUTORY
OPERATIONS COVERED :	NEVADA	
EXCESS WORKERS COMP INSURANCE :	Safety National Casualty	
EMPLOYER'S LIABILITY LIMIT :	$1,000,000/$1,000,000/$1,000,000	

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Builders Assoc. of Western Nevada Self Insured Group and the Safety National Casualty Corporation will mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation.

NOTICE: Any extension of coverage, or the addition of another "insured", may only be added by written endorsement executed by the Group and cannot be extended by the member under this certificate.

Dated At
Carson City,

Nevada : June 10, 2022 By: 

Title: Director - Underwriting and Government Relations

Builders Assoc. of Western Nevada Self Insured Group & Safety National Casualty Corporation - AM Best Rated A+ 14 NAIC #15105

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

June 10, 2022

Insured: Red Mesa Builders Inc dba Red Mesa Builders Inc
Member No: BAWN18895
Policy No: BAWN18895-2022-01

CERTIFICATE HOLDER:
University Medical Center of Southern Nevada

1800 W Charleston Blvd

Las Vegas, NV 89102

Effective: 12:01 AM on 01/01/2022 to 12:01 AM on 01/01/2023

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.

Terri Chambers

Director - Underwriting and Government Relations

BID ATTACHMENT 1
BID BOND

IMPORTANT: **SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, Red Mesa Builders Inc as Principal Contractor, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this 19th day of May, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID NO.** 2022-04, **PROJECT NAME** UMC 2231 Remodel.

NOW, THEREFORE,

a) If said BID shall be rejected; or

b) If said BID shall be accepted and the Principal BIDDER shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Red Mesa Builders Inc
(Principal Contractor)

Ebony Montano - President
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Merchants National Bonding, Inc

119079
(State of Nevada, License Number)

Assurance, Ltd
(Appointed Agent Name)

By: _____
Adriane K. Massa (Signature) Attorney-in-Fact

Address: 5740 So Arville #204

Las Vegas, NV 89118

Telephone: 702-798-3700

_____

VICKIE LYNN MCFADDAN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-59535-1
MY APPT. EXPIRES DECEMBER 18, 2023

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adriane K Massa, David R Lee, Larry B Holden, Vicki L McFaddan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc. on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19 day of May 2022.

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

BOND NUMBER: NNV1777

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That Red Mesa Builders Inc, as Principal Contractor, and Merchants National Bonding, Inc, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of Five Hundred Fifty One Thousand One Hundred Twelve and 00/100 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bidding Schedule(s) **BID NO.** 2022-04 of OWNER'S specifications, entitled **PROJECT** 2231 REMODEL.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this 13 day of June, 22

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Red Mesa Builders Inc
(Principal Contractor)

Ebony Montano President
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Merchants National Bonding, Inc

119079
(State of Nevada, License Number)

Assurance, Ltd / Adriane K. Massa
(Appointed Agent Name)

By: _____
(Signature)

Nevada #2940 / #28164
(License Number and Issuing State)

Address: 5740 So Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

Assurance, Ltd.
(Appointed Agent Name)

By: _____
(Signature) Adriane K. Massa, Attorney-in-Fact

Address: 5740 So Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

VICKIE LYNN MCFADDAN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-59535-1
MY APPT. EXPIRES DECEMBER 18, 2023

B-6

BOND NUMBER: NNV1777

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That Red Mesa Builders Inc, as Contractor, and Merchants National Bonding, Inc as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of Five Hundred Fifty One Thousand One Hundred Twelve and 00/100 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bid Schedule(s), **BID NO. 2022-04**, **PROJECT 2231 REMODEL**.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this 13 day of June, 20 22

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Red Mesa Builders Inc
(Principal Contractor)

Ebony Montano President
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Merchants National Bonding, Inc

119079
(State of Nevada, License Number)

Assurance, Ltd
(Appointed Agent Name)

By: _____
(Signature) Adriane K. Massa, Attorney-in-Fact

Address: 5740 So. Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

Asssurance, Ltd. / Adriane K. Massa
(Appointed Agent Name)

By: _____
(Signature)

Nevada #2940 / #28164
(License Number and Issuing State)

Address: 5740 So. Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

VICKIE LYNN MCFADDAN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-53535-1
MY APPT. EXPIRES DECEMBER 18, 2023

B-7

BOND NUMBER: NNV1777

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for Red Mesa Builders Inc

4023 W. Oquendo Rd. #B, Las Vegas, NV 89118
(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO.** 2022-04, **PROJECT** 2231 REMODEL, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this 13 day of June, 2022

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Red Mesa Builders Inc
(Principal Contractor)

Ebony Montano President
(Authorized Representative and Title)

By: _____
(Signature)

Surety: Merchants National Bonding, Inc

Assurance Ltd / Adriane K Massa
(Appointed Agent Name)

By: _____
(Signature)

Nevada #2940 / #28164
(License Number and Issuing State)

Address: 5740 So. Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

119079
(State of Nevada, License Number)

Assurance, Ltd.
(Appointed Agent Name)

By: _____
Adriane K. Massa (Signature) Attorney-in-Fact

Address: 5740 So. Arville #204
Las Vegas, NV 89118

Telephone: 702-798-3700

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS)

VICKIE LYNN MCFADDAN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-59535-1
MY APPT. EXPIRES DECEMBER 18, 2023

B-8

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adriane K Massa, David R Lee, Larry B Holden, Vicki L McFaddan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February 2020

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13 day of June 2022

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

June 30, 2022

Red Mesa Builders, Inc.
Attn: Ebony Montano
4023 W Oquendo Rd.
Las Vegas, NV 89118

RE: NOTICE OF AWARD
UMC BID NUMBER 2022-04, 2231 REMODEL (PWP NO. CL-2022-344)

Dear Ms. Montano:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to Red Mesa Builders, Inc in the amount of $551,112. 00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

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

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

Sincerely,

Mason Van Houweling
Chief Executive Officer

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

Cc: Monty Bowen, Plant Operations
Tamera Hone, Plant Operations
Stephanie L. Charfauros, Project Management
Labor Commissioner

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: 8

Corporate/Business Entity Name:	Red Mesa Builders, Inc.	
(Include d.b.a., if applicable)		
Street Address:	4023 W Oquendo Rd.	**Website:**
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name:** Ebony Montano **Email:** ebony@redmesabuilders.com
Telephone No:	702.434.0046	**Fax No:** 702.434.0051
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)
Ebony Montano	President	60%
Richard Evans	Vice President	40%

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

Ebony Montano

Print Name

President

Title

5/19/22

Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment 2 to Supply Agreement for COVID-19 Related Products with Life Technologies Corporation**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment No. 2 to the Supply Agreement for COVID-19 Related Products with Life Technologies Corporation; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000991200 Funded Pgm/Grant: N/A
Description: Supply Agreement for COVID-19 Related Products
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: 7/8/2020 – 6/30/2024
Amount: Additional $17,303,906.97
Out Clause: UMC may terminate for convenience upon providing prior written notice to LTC.

BACKGROUND:

Since July 2020, UMC has had a Supply Agreement with Life Technologies Corporation (LTC) to purchase COVID-19 related products. Amendment 1, effective February, 2021, reduced the total NTE funding for the Agreement by 50% due to a decrease in demand.

This Amendment No. 2 seeks to: (i) add $17,303,906.97 in additional funds for the purchase of COVID-19 and flu-related laboratory products, including newly developed COVID-related or infectious disease products; and (ii) extend the term of Agreement through June 30, 2024, bringing the total NTE funding to $44,777,562.97.

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

The Department of Business License has determined that LTC is not required to obtain a Clark County business license, but must have a vendor registration. LTC has obtained its vendor registration.

Cleared for Agenda
June 29, 2022

Agenda Item #
18

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

AMENDMENT NO. 2
TO
AGREEMENT TO SUPPLY COVID-19 RELATED PRODUCTS

This Amendment No. 2 to Agreement To Supply Covid-19 Related Products ("Amendment No. 2") is effective June 9, 2022 ("Amendment Effective Date"), between Life Technologies Corporation, a part of Thermo Fisher Scientific Inc., with offices at 5781 Van Allen Way, Carlsbad, California 92008 ("LTC") and the University Medical Center of Southern Nevada with a location at 1800 W. Charleston Boulevard, Las Vegas, Nevada 89102 ("UMC"). LTC and UMC may be referred to collectively herein as the "Parties" and each individually as a "Party".

WHEREAS, the Parties entered into a Letter Agreement with Proposed Terms for the Supply of COVID-19-Related Products (the "Letter Agreement"), executed on July 8, 2020, and an Amendment thereto entitled Amendment to Agreement To Supply Covid-19 Related Products, effective February 19, 2021 ("Amendment No. 1") (collectively, the "Agreement"); and

WHEREAS, the Parties now wish to formally revise and extend the time allowed for UMC to fulfill its Purchase Commitment until June 30, 2024 and modify other terms of the Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. The Agreement governs the rights and obligations of the Parties through the Extension Period (defined below).

2. Amendment to Purchase Commitment. Section 1 of Amendment No. 1 is hereby deleted in its entirety and replaced with the following:

> Purchase Commitments. The new UMC purchase commitment of Five Million Dollars ($5,000,000.00) spend over two (2) years will begin on July 1, 2022 and end on June 30, 2024 ("Purchase Commitment"). The Purchase Commitment will remain flexible based on the products and needs of UMC. Products and services provided to UMC by LTC for the purposes of COVID testing that may be counted toward meeting the Purchase Commitment under the Agreement include Amplitude, COVID-Flu, ReadyCheckGo, Accula, Healthcare Content Panels, and any other TaqPath or newly developed COVID-related or infectious disease-related products. LTC will track spending for these products and provide regular updates to UMC of product delivered against the new Purchase Commitment. UMC agrees to purchase and take delivery in full the amounts of products as defined in Quote No. P4711609 attached hereto and incorporated herein as Attachment 1.

3. Amendment to the Term. Section 2 of Amendment No. 1 is hereby deleted in its entirety and replaced with the following:

> The term of this Agreement will commence on July 8, 2020 and remain in effect until June 30, 2024 ("**Term**"). For the avoidance of doubt, UMC may not terminate for convenience.

4. Capitalized Terms. Any capitalized terms used in this Amendment No. 2 that are not defined herein shall have the meanings assigned to them in the Agreement.

5. Conflicts. Except as expressly amended by this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 will control.

6. Execution. This Amendment No. 2 may be executed by facsimile or electronic signatures in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which shall constitute one and the same agreement, binding on the Parties as if each had signed the same document.

7. Governing Law. This Amendment No. 2 is governed by the internal laws of the State of Nevada, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this Amendment No. 2 below to be made effective as of the Amendment Effective Date first set forth above.

University Medical Center of Southern Nevada		**Life Technologies Corporation, a part of Thermo Fisher Scientific Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

Attachment 1

Quotation

[attached]

QUOTATION NO.: P4711609

QUOTATION NUMBER MUST BE REFERENCED AT THE TIME OF ORDER TO ENSURE CORRECT PRICING

Report Date : 16-Jun-2022

QUOTATION NO.:P4711609

To ensure correct pricing and terms, the above quotation number must appear on all orders and correspondence.

FROM: **05/04/2022** THROUGH:**06/30/2024**
EXCEPT WHERE NOTED BELOW

TERMS:Net 30

FOB: Shipping Point

TO ORDER:

Life Technologies Corporation
3175 Staley Road
Grand Island,New York 14072 USA
Fax No:1-800-331-2286
To Order:1-800-955-6288
Email: CustomerCare@thermofisher.com
www.thermofisher.com/ordersupport

To:

UNIV MEDICAL CENTER SOUTHERN NEVADA
FOR:

...

1800 W CHARLESTON BLVD

LAS VEGAS
NV 89102 US

ATTN:

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENT AS FOLLOWS

Line#	CC*	SKU # / PPL	DESCRIPTION	MINIMUM QUANTITY	PRICE OR % DISCOUNT	
					DISCOUNT % / FIXED PRICE	UNIT PRICE
1		97002540	KF 96 KF PLATE (200 UL), 48/CS CASE OF 48	1	190.09	$190.10
2		4306311	MICROAMP CLEAR ADHESIVE FILM, 100 PC	1	155.41	$155.42
3		AM12450	NS RNASE-FREE TUBES 1.5 ML 250 TUBES PER BAG	1	61.55	$61.56
4		A48438	KF DW 96 TIP COMB, 100 PCS OEM EACH	1	655.10	$655.10
5		A48305	KF DW 96 PLATE, 50 PCS OEM EACH	1	330.45	$330.45
6		A48383	MVP II KIT 2,000 PREPS 2,000 PREPS	1	3101.61	$3,101.61
7		A47814	TAQPATH RTPCR COVID-19-1000RXN EACH	1	15466.58	$15,466.59
8		AM9932	NUCLEASE-FREE WATER 1000 ML EACH	1	92.65	$92.65
9	D	A28523	10ML TP 1STEP MMX NO ROX EA	1	3778.51	$3,778.51
10		4311971	FG,OPTICAL ADHESIVE COVERS EACH	1	268.35	$268.35
11		4366932	TF,OPTICAL FAST 96-WELL PLT 200 BULK	1	958.93	$958.93
12		95040450	DEEP WELL 96 PLATE, 50 PCS Case of 50	1	327.45	$327.45
13		97002534	KF 96 TIP COMB FOR DW MAGNETS 10X10 PCSBOX	1	649.10	$649.10

* Items flagged with H or D require special handling and may be subject to an additional charge

QUOTATION NUMBER MUST BE REFERENCED AT THE TIME OF ORDER TO ENSURE CORRECT PRICING

TERMS AND CONDITIONS OF SALE

This quotation is for products and services sold by Life Technologies Corporation, a Thermo Fisher Scientific company. This quotation, and the terms and conditions of sale found at www.thermofisher.com/termsandconditions ("thermofisher.com Terms and Conditions of Sale") that apply to the products and services listed on this quotation, are incorporated by reference into this quotation and any resulting contract. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to thermofisher.com Terms and Conditions of Sale to the exclusion of all other terms we do not expressly agree to in writing, and that the purchase and sales transaction between you and us is subject to and will be governed by thermofisher.com Terms and Conditions of Sale and the terms of this quotation.

Customers may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product listed as $0.00 on any invoice. The Product listed as $0.00 represents an in-kind discount and is included in the total fair market value price for the instrument product.

If you have any questions, please visit our website at www.thermofisher.com.

TERMS AND CONDITIONS OF THE QUOTE

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchases. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.

2. The effective dates of this quotation appear on the first page unless otherwise noted.

3. Percentage discounts in this quotation will be calculated from our current price for the applicable product. Discounts will be calculated from single unit catalog price. We reserve the right to change our prices at any time. Any increase or decrease to the price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. We reserve the right to re-align products within a category or add or remove products to or from a specific category at any time. Such realignment, addition or removal may result in a change to your discounted price for a particular product.

4. We may terminate this quotation upon written notice.

5. This quotation contains our confidential pricing information which if disclosed to third parties could cause competitive harm to us. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Ref: Life Technologies Corporation
Service Agreement Quotation 40555572

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply) Not Applicable to Life Technologies Corporation, a large corporation

☐ 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: 23 as of 04/13/2020. Life Technologies Corporation does not maintain an official place of business within the geographic boundaries of Clark County, Nevada, but does from time to time hire employees for remote positions and such employees may be located within the geographic boundaries of Clark County, Nevada.

Corporate/Business Entity Name:	Life Technologies Corporation		
(Include d.b.a., if applicable)	N/A		
Street Address:	5781 Van Allen Way	**Website:**	www.thermofisher.com
City, State and Zip Code:	Carlsbad, CA 92008	**POC Name:**	For Instrument Services:
		Email:	Service.Sales@LifeTech.com
Telephone No:	1-800-955-6288	**Fax No:**	For Instrument Services: 1-925-426-2015
Nevada Local Street Address: (If different from above)	No local street address for a place of business, but note that Life Technologies Corporation does have a commercial registered agent in the State of Nevada, such address being on file with the Nevada Secretary of State.		
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)
No individual person holds more than five percent (5%) ownership in Life Technologies Corporation		
Please see the attached list of Corporate Officers and Directors of Life Technologies Corporation		
Extensive company information is readily available on thermofisher.com.		
http://ir.thermofisher.com/investors/financial-information/financial-results/default.aspx		

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

Life Technologies Corporation is an indirect, wholly owned subsidiary of Thermo Fisher Scientific, Inc., a publicly-held corporation (NYSE:TMO)

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.

Life Technologies Corporation

By:	Marlene Wilkie, Contracts Specialist
Signature	Print Name
Contracts Specialist	April 13, 2020
Title	Date

Corporate/Business Entity Name: Life Technologies Corporation
Address: 5781 Van Allen Way
Carlsbad, CA 92008

Ref: Life Technologies Corporation Service Agreement Quotation 40555572

April 13, 2020

ATTACHMENT
TO
DISCLOSURE OF OWNERSHIP / PRINCIPALS

Name	Title
Sharon S. Briansky	Director
Anthony H. Smith	Treasurer
Genoffir MacLeod	Assistant Secretary
James E. Bruni	Assistant Secretary
Maura A. Spelllman	Assistant Treasurer
Michael K. Michaud	Assistant Secretary
Sharon S. Briansky	President
Sharon S. Briansky	Secretary
Mark P. Stevenson	Executive Vice President

– END –

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
Not Applicable			

* 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:	**Seventh Amendment to Preliminary Affiliation Agreement with UNLV School of Medicine**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Seventh Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Residency and Academic Mission Support for Academic Year 2022 - 2023
Bid/RFP/CBE: N/A
Term: Amendment 7 – Academic Year 2022 - 2023
Amount:

Academic Year 2022 - 2023

Academic Mission Support	NTE $ 3,700,000
Resident Salaries	NTE $15,364,340

NTE Total	NTE $19,064,340

Out Clause: Terminates early upon execution of an Academic Health Center Master Affiliation Agreement

BACKGROUND:

On May 25, 2016, the Governing Board approved the Preliminary Affiliation Agreement ("Agreement") with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("UNLV School of Medicine") under which both parties agreed to work together to set the framework for the creation of a premier academic health center that integrates the expertise of UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

The Agreement Term, as amended, continues for the earlier of ten (10) years ending June 20, 2026 or the execution of an Academic Health Center Master Affiliation Agreement.

Cleared for Agenda
June 29, 2022

Agenda Item #
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This Seventh Amendment requests to amend (i) Section 6.1(c) on requirements for resident salary reimbursement and (ii) Schedule 1 to set the Resident Salaries and Academic Mission Support for Academic Year 2022 - 2023. The parties are currently negotiating the terms of the Master Affiliation Agreement for Graduate Medical Education and the Medical Student Affiliation Agreement, both of which have no financial component but will be presented to the Governing Board upon finalization for review and approval.

The parties are authorized to enter into this Agreement pursuant to Article 11, Section 4 of the Constitution of the State of Nevada; Chapters 396, 450 and 277 of the Nevada Revised Statutes; and certain other inherent, express, and necessarily implied powers and authority.

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that UNLV School of Medicine is not required to obtain a Clark County business license nor a vendor registration since School is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

SEVENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS SEVENTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "**Seventh Amendment**"), is entered into by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("**UNLV**") (hereinafter referred to as "**UNLV School of Medicine**") and the University Medical Center of Southern Nevada ("**UMC**") with the intent it be effective on July 1, 2022.

WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement.

WHEREAS, the parties subsequently executed that certain Third Amendment, Fourth Amendment, Fifth and Sixth Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

WHEREAS, pursuant to Section 9.1 of the Preliminary Affiliation Agreement, the parties mutually agree to continue negotiations towards an Academic Health Center Master Affiliation Agreement with an anticipated effective date of July 1, 2023, unless otherwise mutually agreed.

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC's funding of resident salaries and its academic mission support for Academic Year 2022-2023 and make other changes as mutually agreed.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. Section 6.1(c) shall be deleted in its entirety and replaced with the following.

c. The resident salaries for each annual year shall be set forth on Schedule 1, attached hereto and subject to amendment on an annual basis based upon the number of residents employed by UNLV School of Medicine and providing services at UMC. Such amounts are not-to-exceed amounts and will only be paid based upon the full time equivalencies (FTEs) and the portion thereof relating to actual time spent at UMC, or at such other locations as agreed to by UMC and which has been memorialized in the signed Master Affiliation Agreement for Graduate Medical Education. Amounts due and owing pursuant to this section shall be

detailed in reports generated by the New Innovations system (or comparable system) and shall be paid monthly upon receipt of accurate invoices submitted by the UNLV School of Medicine in accordance with this Section 6.1(c). If any such amendments or changes are necessary, the President of UNLV is authorized to approve the same on behalf of NSHE, UNLV and UNLV School of Medicine and the Governing Board shall approve the same on behalf of UMC.

2. **Schedule 1**

In accordance with Section 6 of the Preliminary Affiliation Agreement, Schedule 1 is hereby amended and replaced with a new Schedule 1, attached hereto, for Academic Year 2022-2023.

3. **No Further Modifications**

Except as modified in this Seventh Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Seventh Amendment, the terms of this Seventh Amendment shall prevail. This Seventh Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Seventh Amendment on dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ Date: _____
Mason Van Houweling
Chief Executive Officer

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

By:_____ Date: 6/20/22
Marc Kahn, M.D.
Dean, UNLV School of Medicine

By:_____ Date: 6/20/2022
Keith E. Whitfield
President, University of Nevada, Las Vegas

Approved as to Legal Form:

By:_____ Date: 06/17/2022
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2022-23

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

Academic Mission Support: $3,700,000.00 (such amount shall be paid monthly in equal installment on or about the 15th day of the month)

RESIDENT COMPENSATION FOR THE 2022-2023 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed $15,364,340 (*amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below.*)

Program UMC FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	Total
Cardiology				1.94	1.76	2.30	**6.00**
Child & Adolescent Psychiatry				0.63			**0.63**
Critical Care Track				3.00	4.00		**7.00**
Emergency	6.00	6.00	8.08				**20.08**
Endocrinology				1.00	1.08		**2.08**
Family	5.00	4.00	4.00				**13.00**
Family Medicine Rural	2.00	0.17	0.25				**2.42**
Forensic Psychiatry							**0.00**
Gastroenterology				0.94	1.00	1.07	**3.01**
Geriatrics				0.75			**0.75**
General Surgery	4.00	3.34	2.42	2.58	1.84		**14.18**
Internal Med	21.04	18.51	16.47				**56.02**
OB/GYN	3.18	3.32	2.92	3.33			**12.75**
Ortho	3.67	3.86	3.86	3.00	3.53		**17.92**
Otolaryngology	1.00	2.00	1.00	1.00	1.00		**6.00**
Pediatrics	4.69	5.75	4.68				**15.12**
Pediatric Emergency Med (New FY20)				1.84	1.83	0.92	**4.59**
Plastics	1.00	1.00	1.00	1.00	2.00		**6.00**
Psychiatry	5.00	4.00		1.50			**10.50**
Pulmonary Critical Care/Critical Care Track				2.00	1.99	2.09	**6.08**
Sports Medicine							**0.00**
Surgical Critical Care						4.00	**4.00**
Total UMC FTE's	**56.58**	**50.95**	**44.68**	**24.51**	**20.03**	**11.38**	**208.13**

In addition to the time spent at UMC and other rotations set forth in the Master Affiliation Agreement for Graduate Medical Education, the above FTE amounts may include approved out-of-state elective rotations for educational experiences not currently available in the local area that enhance the GME educational program in accordance with the terms of the Preliminary Affiliation Agreement.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement (Obstetrics and Gynecology) with UNLV Medicine and UNLVKSOM**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Women's Care Services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Obstetrics, MFM and Gynecology Clinical Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 7/1/2022 to 6/30/2025 with two, 1-year automatic renewal options
Amount:

Professional Services

- Obstetrical/Laborist ($83,950 per month) $1,007,400 per year
- Maternal-Fetal Medicine On-Call ($29,200 per month) $350,400 per year
- Gynecology On-Call ($21,900 per month) $262,800 per year

Administrative Services NTE $40,800 per year
($170 per hour for up to 20 hours per month)

NTE $1,661,400 per year or potential aggregate NTE $8,307,000 for five (5) years

Out Clause: 180 days w/o cause or 90 days prior to the expiration of the initial Term or any anniversary period thereafter

BACKGROUND:

Since July 2017, UMC has had an agreement with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (collectively called "Provider") to provide obstetrical, maternal-fetal medicine and gynecology clinical services ("Services").

Cleared for Agenda
June 29, 2022

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This request is to enter into a new Professional Services Agreement with Provider to continue to provide the Services. UNLV Medicine will provide 24/7 emergency and on-call Services with consultative coverage to treat Hospital's inpatients, outpatients, and Emergency and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. UNLV Medicine will also provide an Administrative Physician(s) to perform all administrative, supervisory and education functions in relation to the operation of the Services.

UMC will compensate Provider $1,661,400 per year or potential aggregate of NTE $8,307,000 for five (5) years from July 1, 2022 through June 30, 2025 with two, 1-year automatic renewal options. Either party may terminate this Agreement at any time without cause with a 180-day notice or with a 90-day notice prior to the end of the initial Term or any anniversary period thereafter to prevent automatic renewal.

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

The Department of Business License has determined that Provider is not required to obtain a Clark County business license nor a vendor registration since Provider is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)

This Agreement, is made and entered into this 30th day of June, 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 (hereinafter referred to as "Hospital"), **UNLV Medicine**, a Nevada nonprofit corporation (hereinafter referred to as "UNLV Medicine") and the Board of Regents of the Nevada System of Higher Education on behalf of the **Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas** ("UNLV") (hereinafter referred to as "UNLVKSOM"). UNLV Medicine and UNLVKSOM shall be collectively referred to as "Entities". Hospital, UNLV Medicine and UNLVKSOM may each be referred to individually herein as "party" and collectively as "parties."

WHEREAS, Hospital is the operator of an obstetrics and gynecology department (referred to as "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLVKSOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLVKSOM ("Member Physicians");

WHEREAS, UNLV is a state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control and maintain UNLVKSOM, whose missions are to teach medicine, to engage in research and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of UNLVKSOM faculty;

WHEREAS, UNLVKSOM and UNLV Medicine entered into an Operating Agreement dated April 27, 2017 and amended on December 6, 2019, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLVKSOM, including but not limited to, the manner in which UNLVKSOM is to provide support for UNLV Medicine;

WHEREAS, Member Physicians are full- and part-time faculty members of UNLVKSOM, are employed by UNLVKSOM, and have clinical and professional experience related to the provision of obstetrical, maternal-fetal medicine and gynecology services;

WHEREAS, the Entities desire to contract for and/or provide said Services in the specialty of obstetrics and gynecology, as more specifically described herein and Hospital desires to engage the Entities to provide the services of Member Physicians to assist with the Services (as defined in Section 2.1); and

WHEREAS, the parties intend that this Agreement supersedes any previous agreements, written or verbal, related to the Services described herein with respect to the Department.

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

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital. Advanced Practice Professionals to be utilized by UNLV Medicine for the provision of Services are listed on **Exhibits A-1 through A-3**, which shall be subject to change from time to time.

1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Obstetrics and Gynecology Department.

1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.4 Member Physicians. Physician(s) employed by UNLVKSOM or contracted with UNLV Medicine which are mutually agreeable to Hospital (as listed on **Exhibits A-1 through A-3** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.5 Services. Clinical services in the specialty of obstetrics and gynecology, as further described in the Service Line Exhibits (as defined below), performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to, the delivery to the Department and Hospital certain Services to patients, twenty-four (24) hours per day/seven (7) days per week, as further described herein.

II. ENTITIES' OBLIGATIONS

2.1 Department Coverage for Services. The Entities, by and through its Member Physicians, shall deliver to the Department the following Services:

a. Professional services in the best interest of Hospital's patients, in a professional manner and in accordance with community standards;

b. Conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate coverage. The Member Physicians shall render and supervise the Services and consult with Medical Staff and Hospital upon request;

c. Provide Hospital with consultative coverage on a twenty-four (24) hours per day, seven (7) days per week basis. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;

d. Provide the Services on premises of Hospital on an emergency and on-call basis to meet the needs of Hospital's inpatients, outpatients, Emergency Department patients, and Trauma Department patients;

e. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;

f. On an annual basis, UNLVKSOM shall use reasonable best efforts to create a collaborative plan with Hospital for the provision of services in support of the medical resident program. Such plan shall include the involvement of Hospital and will include the residency program's daily patient responsibility;

g. Ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of the accreditation organization, recognized professional medical specialty guidelines and the requirements of local, state and national regulatory agencies and accrediting bodies;

h. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics; and

i. Perform such other Services, as more specifically described on **Exhibits A-1 through A-3**, attached hereto and incorporated herein by reference (hereinafter referred to as the "Service Line Exhibits").

2.2 Administrative Services. During the Term, in addition to the Services provided by a Member Physician, the designated Member Physicians (each an "Administrative Physician" and collectively the "Administrative Physicians") shall provide certain administrative services (the "Administrative Services") to the applicable Department. An Administrative Physician shall be assigned to provide Administrative Services as it relates to Hospital's obstetrical, maternal-fetal medicine and gynecology services. Hospital acknowledges and agrees that certain of the Administrative Services of the Administrative Physicians may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.3. The Administrative Services are as follows:

a. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience as well as development of Hospital's operational efficiency programs, including throughput improvement, utilization review and discharge planning;

b. Oversee and supervise the overall operations of the Department and perform certain administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by Hospital's CEO, or his/her designee.

c. Provide quarterly standardized reports on metrics, as requested by Hospital's Administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees (e.g., utilization, length of stay, disease specific documentation, etc.).

d. Contribute to a positive relationship among Hospital's Administration, the Medical Staff and the community;

e. Promote the growth and development of the Department, in conjunction with Hospital, placing special emphasis on expanding diagnostic and therapeutic services;

f. Inform the Medical Staff of new equipment and applications relevant to the Department;

g. Recommend innovative changes directed toward improved patient services;

h. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

i. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;

j. Represent the Department on the Medical Staff Committees and at Hospital Department meetings as the need arises;

k. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;

l. Assess and recommend to Hospital's Administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;

m. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;

n. Report any equipment malfunction to Hospital's Administration and the Department;

o. Assist Hospital in the appeal of any denial of payment of Hospital charges; and

p. Perform such other administrative duties as necessary to the Department as assigned.

Administrative Physicians shall be required to submit monthly time records which detail with reasonable specificity, the time spent performing the Administrative Services as further described in Section 5.3.

2.3 Medical Staff Appointment.

a. Member Physicians shall at all times be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a

Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to, those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or UNLV Medicine's removal of the physician as a Member Physician.

b. The Entities shall be fully responsible for the performance and supervision of any of its Member Physicians, Advanced Practice Professionals and/or others under its direction and control, as applicable, in the performance of Services under this Agreement.

c. Advanced Practice Professionals employed or utilized by the Entities, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Medical Staff Bylaws and Rules and Regulations. In the event than an Advanced Practice Professional's granting of clinical privileges at Hospital is solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or UNLV Medicine's removal of the Advanced Practice Professional under this Agreement.

2.4 Representations of the Entities.

a. Each of UNLV Medicine and UNLVKSOM represent and warrant that:

1. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and the Department of Taxation. UNLVKSOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
2. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
3. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
4. at all times will comply with all applicable laws and regulations in the performance of the Services;
5. is not restricted under any third party agreement from performing the obligations under this Agreement;

6. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
7. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Each of the Entities, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represents and warrants to the best of the Entities' knowledge after reasonable inquiry that each Member Physician:

1. is Board certified or Board eligible (pursuant to Medical Staff's delineation of privileges) in Obstetrics and Gynecology, as applicable;
2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and
10. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. The Entities agree to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if the Entities fail to notify Hospital of such a breach and fails to immediately remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement.

2.6 Independent Contractor. In the performance of the work duties and obligations performed by the Entities under this Agreement, it is mutually understood and agreed that the Entities and/or Member Physicians are at all times acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor

exercise any, control or direction over the methods by which the Entities shall perform its work and functions.

2.7 Industrial Insurance.

a. As independent contractors, the Entities shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. The Entities agree, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. The Entities agree to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If the Entities do not maintain such coverage, the Entities agree that Hospital may withhold payment, order the Entities to stop work, suspend this Agreement or terminate this Agreement.

2.8 Professional Liability Insurance. The Entities shall carry professional liability insurance on the Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law and the Bylaws of the Medical Staff and related manuals. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

2.9 Entities' Personal Expenses. The Entities shall be responsible for all its Member Physicians', Advanced Practice Professionals' (if and as applicable), as well as any of the Entities' employees' personal expenses, including but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.10 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. The Entities shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards and recommendations of the accreditation organization, CMS, Hospital policies and Regulations of the Medical Staff, as may then be in effect, which policies are available for review upon request.

2.11 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or

received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. The Entities agree to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. The Entities agree to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. The Entities shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and the Entities shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, the Entities and their respective employees and other representatives and Member Physicians, to have access to and use of PHI for purposes of the OHCA. Hospital, the Entities and Member Physicians shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 UMC Policy #I-66. The Entities shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.13 Personnel On-Site. The Entities shall abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities, I-66 Policy and Code of Ethics, the relevant portions of which are available to the Entities upon request, and Hospital's Vaccine Policy, as may be amended from time to time, and must register through Hospital's credentialing system prior to arriving on-site at any of Hospital's facilities. The Entities' employees, agents, subcontractors and/or healthcare workers who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support, Surveys, Space, Equipment and Supplies.

a. Technical Support. Hospital's Information Technology (IT) Department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.

b. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).

c. Space. Hospital shall provide appropriate space within Hospital for the Department (excluding Entities' private office space) that allows the Entities' to render the Services in compliance with applicable Nevada law; however, the Entities' shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

d. Equipment.

1. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

2. Hospital shall maintain and operate its IT system necessary for the proper operation of the Department, provided however, the Entities shall be responsible for maintenance and operation of its own systems as necessary for the purpose of providing the Services and the requirements under this Agreement.

e. Supplies. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with the Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same

classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Representations of Hospital. Hospital represents and warrants to the Entities that:

a. Hospital is an instrumentality of Clark County, a political subdivision of the State of Nevada and a tax-exempt organization under Section 501(c)(1) of the Internal Revenue Code;

b. it has never been excluded, debarred, or otherwise ineligible to participate in any of the federal or state health care programs;

c. it has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of health care items or services;

d. at all times it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;

e. it is not restricted under any third party agreement from performing the obligations under this Agreement; and

f. it has not materially misrepresented or omitted any facts necessary for the Entities to enter into this Agreement.

3.5 Annual Review. Hospital and the Entities shall conduct an annual review of the Entities' performance of Services.

3.6 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Hospital agrees to notify the Entities in writing within three (3) business days after it becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 3.4 or elsewhere in this Agreement. The Entities shall, in their reasonable and good faith discretion, have the right to terminate this Agreement if Hospital fails to notify the Entities of such a breach.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. The Entities' access to Hospital's Electronic Health Record system qualifies as availability; provided however, in the event such access or information is unavailable, Hospital shall provide timely response to reasonable requests of the Entities for information needed to facilitate such direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. UNLV

Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community. UNLV Medicine shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. The parties agree to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with UNLV Medicine's submission of claims and retention of funds for Entities' services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, the Entities agree:

a. To use its commercially reasonable efforts to ensure that all claims by the Entities for Entities' Services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that the Entities does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate the Entities for the Services in the monthly and annual amounts set forth in the Service Line Exhibits. Payments (to be prorated for a calendar month if the Effective Date is not on the first of the month) shall be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.

5.2 Compensation for Administrative Services. As compensation for the Administrative Services as described in Section 2.2, Hospital will compensate the Entities **$170.00 per hour** for up to twenty (20) hours per month, for an annual not-to-exceed amount of $40,800.00, as documented and verified pursuant to accurate and complete time records submitted by the respective Administrative Physician. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Administrative Services.

5.3 Time Studies/Payment. Administrative Physicians shall record in hourly increments time spent on the various responsibilities for the Administrative Services on a weekly basis, via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Administrative Physicians shall submit such time studies to Hospital's Fiscal Services Department by the twelfth (12^{th}) of each month for the preceding month. Failure to submit the required time study by the twelfth (12^{th}) of each month will delay that month's payment until the time study is received. The Entities will be paid on the third (3^{rd}) Friday of each month, or if the third (3^{rd}) Friday falls on a holiday, the following Monday, for the previous month's Administrative Services.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services and the Administrative Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on July 1, 2022 (the "Effective Date"), and subject to Section 7.5, shall remain in effect through June 30, 2025 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew this Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, each party shall notify the others in writing of:

a. Any change of address;

b. Any material change in membership or ownership of a party;

c. Once a party becomes aware of any action against the license of any Member Physician and/or Advanced Practice Professional;

d. Once a party becomes aware of any action commenced against any of the parties which could materially affect this Agreement; or

e. Once a party becomes aware of any other occurrence known to it that could materially impair that party's ability to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate in its entirety upon the exclusion of either party from participation in any federal health care program.

b. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

1. Professional misconduct by any Member Physician or Advanced Practice Professional as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder if such Member Physician or Advanced Practice Professional is not timely removed by UNLV Medicine;

2. Conduct by any Member Physician or Advanced Practice Professional which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, UNLV Medicine shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

3. Disputes among the Member Physicians, partners, owners, principals of the Entities that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by either Entity at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program;

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

3. Hospital at any time engages in any criminal conduct or fraud that either Entity reasonably determines is harming or is likely to materially harm the goodwill or reputation of either Entity;

4. The failure of Hospital to maintain full accreditation by the accreditation organization;

5. Failure of Hospital to compensate the Entities in a timely manner as set forth in Section V above; or

6. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon 180 days written notice to the other party. If Hospital terminates this Agreement or a Service Line Exhibit, the Entities waive any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to the Entities for Services rendered under the terms of this Agreement. If the Entities terminate this Agreement or a Service Line Exhibit, Hospital waives any cause of action or claim for damages arising out of or related to the termination.

6.5 Fair Market Value Review. In the event a party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this Agreement, such party will submit a notice to request a new calculation of the service level value (i.e., "Notice for Calculation of FMV" or "Notice") to the other party(ies). In the Notice for Calculation of FMV, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within 180 days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Entities shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If the Entities carry out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party; provided however, Hospital acknowledges

and agrees that UNLVKSOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.

In addition, the Entities acknowledge that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. The Entities acknowledge that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. The Entities recognize that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, the Entities agree at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts

to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to the Entities upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the Effective Date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. The Entities are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to, Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Each Entity is expected to immediately notify Hospital of any actions by a workforce member which each Entity believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Each party hereto will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. The Entities shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Entities shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by the Entities or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless the Entities from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be directed to the appropriate party or such other address a party may specify in writing to the other as follows:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To UNLV Medicine: UNLV Medicine
Attn: Chief Executive Officer
3016 West Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102

To UNLVKSOM: UNLV School of Medicine
Attn: Dean
2040 West Charleston Boulevard, 3rd Floor
Las Vegas, Nevada 89102

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and the Entities, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. The Entities and Hospital are parties under certain other agreements set forth below, if any:

a. A list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:

UNLV Medicine

By:_____
Joann Strobbe
Chief Executive Officer

Date:_____

HOSPITAL:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

Date:_____

The Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

Recommended:

By:_____
Marc J. Kahn, MD
Dean

Date:_____

By:_____
Christopher Heavey, PhD
Executive Vice President & Provost

Date:_____

By:_____
Keith Whitfield, PhD
President

Date:_____

Approved as to legal form:

By:_____
Elda Luna Sidhu, General Counsel

Approved:

By:_____
Crystal Abba, Officer in Charge, NSHE

Date:_____

EXHIBIT A-1
OBSTETRICAL/LABORIST

UNLVKSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A-1**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's obstetrical inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
2. Restricted obstetric/laborist coverage with at least one (1) physician (minimum of 4.38 FTEs) certified by the American Congress of Obstetricians and Gynecologists (ACOG) present in Hospital at all times.
3. Response times for all on-call services shall be in accordance with Hospital's On Call Physician Policy and the Medical Staff Rules and Regulations, as may be amended, the relevant portions of which are available to the Entities upon request.

Compensation for:

Professional Services
Subject to Section 5.1, Hospital will compensate the Entities **$83,950.00 per month** for the Services set forth in this Exhibit, for an **annual amount of $1,007,400.00**.

Performance Measures:

1. Monitor, evaluate, improve and report on the following program specific performance measures/complication rates:
    a. Primary C-section rate
    b. Postpartum hemorrhage rate
    c. Early elective delivery rate
    d. Antenatal steroids rate
    e. Operative vaginal delivery rate
    f. Vaginal birth after C-section (VBAC) rate
    g. Severe hypertension/preeclampsia management
    h. Return to OR (not for staging)
    i. Transfer to a higher level of care
    j. C-section or other operative procedure infection rate
    k. Readmission rate
    l. 3rd & 4th degree lacerations
    m. Unexpected low Apgar score

n. Birth trauma
o. Complication rates for the following:
    i. Hemorrhage
    ii. Return to OR
    iii. Unplanned transfer to a higher level of care
    iv. Infection
    v. Unexpected low Apgars
    vi. 3rd and 4th degree lacerations
    vii. Birth trauma

2. When new quality/safety initiatives or measures are published by CMS or accreditation organizations, improve, monitor, evaluate and report on these initiatives/measures.
3. Ensure compliance with clinical documentation requirements of Hospital (e.g., CDI, V/T/O following of EHR P/P, use of EHR, D/C order written by noon, etc.); review and report on monthly compliance with medical records completion; compliance with use of EHR for documentation and order entry; all policies and procedures will be followed, including the requirements outlined in Hospital's EHR system. Ensure that all medical record charts will be completed and signed by Member Physicians as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
4. Attend at least 80% of Committee meetings, as reasonably assigned.
5. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to noon (12:00 pm).

Patient Safety and Quality:

1. Assist in the development and implementation of at least two (2) care pathways/algorithms within the first contract year. Ninety percent (90%) of transfers to obstetrics and gynecology specialty services will follow current level of care guidelines.
2. Reduce readmission rates below the national average, in accordance with Vizient peer review data.
3. Opportunities for improvement identified through Hospital's Quality/Safety Program will be reviewed monthly with appropriate action taken by the parties.
4. Participate in Hospital's peer review program as outlined in the Medical and Dental Staff Peer Review Policy/Procedure and the Medical Staff Bylaws/Rules and Regulations.
5. Participation in Root Cause Analysis (RCAs), as needed.
6. Hand hygiene compliance monitoring and inclusion in annual performance evaluations.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

OBSTETRICAL/LABORIST COVERAGE

- No Advanced Practice Professionals will provide the Services.

EXHIBIT A-2
MATERNAL-FETAL MEDICINE ON-CALL

UNLVKSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A-2**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's maternal-fetal medicine inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
2. 24 hours per day/7 days per week, 365 days a year of on-call coverage for maternal-fetal medicine.
3. Response times for all on-call services shall be in accordance with Hospital's On Call Physician Policy and the Medical Staff Rules and Regulations, as may be amended, the relevant portions of which are available to the Entities upon request.

Compensation for:

Professional Services
Subject to Section 5.1, Hospital will compensate the Entities **$29,200.00 per month** for the Services set forth in this Exhibit, for an **annual amount of $350,400.00**.

Performance Measures:

1. Monitor, evaluate, improve and report on the following program specific performance measures/complication rates:
    a. Primary C-section rate
    b. Postpartum hemorrhage rate
    c. Early elective delivery rate
    d. Antenatal steroids rate
    e. Operative vaginal delivery rate
    f. Vaginal birth after C-section (VBAC) rate
    g. Severe hypertension/preeclampsia management
    h. Return to OR (not for staging)
    i. Transfer to a higher level of care
    j. C-section or other operative procedure infection rate
    k. Readmission rate
    l. 3rd & 4th degree lacerations
    m. Unexpected low Apgar score
    n. Birth trauma

o. Complication rates for the following:
    i. Hemorrhage
    ii. Return to OR
    iii. Unplanned transfer to a higher level of care
    iv. Infection
    v. Unexpected low Apgars
    vi. 3rd and 4th degree lacerations
    vii. Birth trauma

2. When new quality/safety initiatives or measures are published by CMS or accreditation organizations, improve, monitor, evaluate and report on these initiatives/measures.
3. Ensure compliance with clinical documentation requirements of Hospital (e.g., CDI, V/T/O following of EHR P/P, use of EHR, D/C order written by noon, etc.); review and report on monthly compliance with medical records completion; compliance with use of EHR for documentation and order entry; all policies and procedures will be followed, including the requirements outlined in Hospital's EHR system. Ensure that all medical record charts will be completed and signed by Member Physicians as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
4. Attend at least 80% of Committee meetings, as reasonably assigned.
5. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to noon (12:00 pm).

Patient Safety and Quality:

1. Assist in the development and implementation of at least two (2) care pathways/algorithms within the first contract year. Ninety percent (90%) of transfers to obstetrics and gynecology specialty services will follow current level of care guidelines.
2. Reduce readmission rates below the national average, in accordance with Vizient peer review data.
3. Opportunities for improvement identified through Hospital's Quality/Safety Program will be reviewed monthly with appropriate action taken by the parties.
4. Participate in Hospital's peer review program as outlined in the Medical and Dental Staff Peer Review Policy/Procedure and the Medical Staff Bylaws/Rules and Regulations.
5. Participation in Root Cause Analysis (RCAs), as needed.
6. Hand hygiene compliance monitoring and inclusion in annual performance evaluations.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

MATERNAL-FETAL MEDICINE ON-CALL COVERAGE

- No Advanced Practice Professionals will provide the Services.

EXHIBIT A-3
GYNECOLOGY ON-CALL

UNLVKSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A-3**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's gynecology inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
2. 24 hours per day/7 days per week, 365 days a year of on-call coverage for gynecology.
3. Response times for all on-call services shall be in accordance with Hospital's On Call Physician Policy and the Medical Staff Rules and Regulations, as may be amended, the relevant portions of which are available to the Entities upon request.

Compensation for:

Professional Services
Subject to Section 5.1, Hospital will compensate the Entities **$21,900.00 per month** for the Services set forth in this Exhibit, for an **annual amount of $262,800.00**.

Performance Measures:

1. Monitor, evaluate, improve and report on the following program specific performance measures/complication rates:
    a. Postoperative Hemorrhage/Hematoma rate
    b. Postoperative sepsis
    c. Postoperative metabolic complications
    d. Postoperative respiratory failure
    e. Postoperative PE/DVT
    f. Postoperative wound dehiscence
    g. Accidental puncture/laceration
    h. Return to OR (not for staging)
    i. Transfer to a higher level of care
    j. Operative procedure infection rate
    k. Readmission rate
    l. Unscheduled admission following OPS
2. When new quality/safety initiatives or measures are published by CMS or accreditation organizations, improve, monitor, evaluate and report on these initiatives/measures.

3. Ensure compliance with clinical documentation requirements of Hospital (e.g., CDI, V/T/O following of EHR P/P, use of EHR, D/C order written by noon, etc.); review and report on monthly compliance with medical records completion; compliance with use of EHR for documentation and order entry; all policies and procedures will be followed, including the requirements outlined in Hospital's EHR system. Ensure that all medical record charts will be completed and signed by Member Physicians as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
4. Attend at least 80% of Committee meetings, as reasonably assigned.
5. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to noon (12:00 pm).

Patient Safety and Quality:

1. Assist in the development and implementation of at least two (2) care pathways/algorithms within the first contract year. Ninety percent (90%) of transfers to obstetrics and gynecology specialty services will follow current level of care guidelines.
2. Reduce readmission rates below the national average, in accordance with Vizient peer review data.
3. Opportunities for improvement identified through Hospital's Quality/Safety Program will be reviewed monthly with appropriate action taken by the parties.
4. Participate in Hospital's peer review program as outlined in the Medical and Dental Staff Peer Review Policy/Procedure and the Medical Staff Bylaws/Rules and Regulations.
5. Participation in Root Cause Analysis (RCAs), as needed.
6. Hand hygiene compliance monitoring and inclusion in annual performance evaluations.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

GYNECOLOGY ON-CALL COVERAGE

- No Advanced Practice Professionals will provide the Services.

EXHIBIT B
STANDARDS OF PERFORMANCE

UNLV Medicine shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference. Those Standards of Performance are as follows:

a. Adhere to Hospital's established standards and policies for providing exceptional patient care, and operate and conduct themselves in accordance with the standards and recommendations of the accreditation organization, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.

b. If any Member Physicians are employed under the J-1 Visa waiver program, UNLV Medicine will so advise Hospital, and UNLV Medicine shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Develop and implement guidelines and care pathway/algorithm to improve quality/safety of patient care and resource management including length of stay reduction. Work with Hospital to reduce the thirty (30) day readmission rate for the Services provided to patients to meet the national benchmark criteria(s).

e. Comply with all state and federal regulations, State of Nevada, and the accreditation organization guidelines, as evidenced by:

    1. Ongoing participation in preparation for inspections/surveys and timely resolutions of any identified deficiencies for the State of Nevada and the accreditation organization or other regulatory agencies.
    2. No significant findings related to the clinical or administrative practice of the Services.

f. Comply with all surgical standards, pre-operative, intra-operative, and post-operative, regardless of setting, as defined by the accreditation organization, CMS and Hospital policy.

g. Be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

h. Assist Hospital with improvement of patient satisfaction and performance ratings.

i. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").

j. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to the Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

k. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement, Non-Discrimination, and Anti-Harassment Action Plan.

l. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a Member Physician requires the services of a medical specialist, the Entities shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by the Entities or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (1) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (2) the patient expresses a preference for a different provider, practitioner, or supplier; (3) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (4) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

m. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member Physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by the Entities or any Member Physician.

n. Agrees to participate in the Merit-based Incentive Payment System ("MIPS") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement.

o. Meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

p. Should meet or exceed prior year performance; or meet or exceed current published CMS

benchmarks for the specific patient satisfaction measure.

q. Upon request from Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (1) inpatient admissions, (2) observation admissions, (3) encounters, (4) encounters per day, (5) average staffed hours per day, (6) frequently used procedure codes, (7) work Relative Value Units (RVUs) per encounter, (8) payor mix, and (9) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with written notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities.

r. Be in one hundred percent (100%) compliance with the Drug Wastage Policy.

s. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees.

t. Participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

u. Actively participate in Hospital's Value Analysis Program and attend the Value Analysis meetings when requested by Hospital.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement (Psychiatry) with UNLV Medicine and UNLVKSOM**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Psychiatry Services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Psychiatry Clinical Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 7/1/2022 to 6/30/2025 with two, 1-year automatic renewal options
Amount:

Professional Services

- General (Adult) Psychiatry ($29,808.33 per month) $357,700 per year
- Child and Adolescent Psychiatry ($6,066.66 per month) $72,800 per year

Administrative Services NTE $43,500 per year
($145 per hour for up to 25 hours per month)

NTE $474,000 per year or potential aggregate NTE $2,370,000 for five (5) years

Out Clause: 180 days w/o cause or 90 days prior to the expiration of the initial Term or any anniversary period thereafter

BACKGROUND:

Since July 2017, UMC has had an agreement with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (collectively called "Provider") to provide general (adult) psychiatry, and child and adolescent psychiatry clinical services ("Services").

Cleared for Agenda
June 29, 2022

Agenda Item #
22

This request is to enter into a new Professional Services Agreement with Provider to continue to provide the Services. UNLV Medicine will provide on a weekly basis, six (6) to eight (8) hours per day of consultative coverage to treat Hospital's inpatients, outpatients, and Emergency and Trauma Department patients. UNLV Medicine will also provide an Administrative Physician(s) to perform all administrative, supervisory and education functions in relation to the operation of the Services.

UMC will compensate Provider $474,000 per year or potential aggregate of NTE $2,370,000 for five (5) years from July 1, 2022 through June 30, 2025 with two, 1-year automatic renewal options. Either party may terminate this Agreement at any time without cause with a 180-day notice or with a 90-day notice prior to the end of the initial Term or any anniversary period thereafter to prevent automatic renewal.

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

The Department of Business License has determined that Provider is not required to obtain a Clark County business license nor a vendor registration since Provider is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 22, 2022 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)

This Agreement, is made and entered into this 30th day of June, 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 (hereinafter referred to as "Hospital"), **UNLV Medicine**, a Nevada nonprofit corporation (hereinafter referred to as "UNLV Medicine") and the Board of Regents of the Nevada System of Higher Education on behalf of the **Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas** ("UNLV") (hereinafter referred to as "UNLVKSOM"). UNLV Medicine and UNLVKSOM shall be collectively referred to as "Entities". Hospital, UNLV Medicine and UNLVKSOM may each be referred to individually herein as "party" and collectively as "parties."

WHEREAS, Hospital is the operator of a psychiatry department (referred to as "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLVKSOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLVKSOM ("Member Physicians");

WHEREAS, UNLV is a state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control and maintain UNLVKSOM, whose missions are to teach medicine, to engage in research and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of UNLVKSOM faculty;

WHEREAS, UNLVKSOM and UNLV Medicine entered into an Operating Agreement dated April 27, 2017 and amended on December 6, 2019, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLVKSOM, including but not limited to, the manner in which UNLVKSOM is to provide support for UNLV Medicine;

WHEREAS, Member Physicians are full- and part-time faculty members of UNLVKSOM, are employed by UNLVKSOM, and have clinical and professional experience related to the provision of general (adult) psychiatry, and child and adolescent psychiatry services;

WHEREAS, the Entities desire to contract for and/or provide said Services in the specialty of psychiatry, as more specifically described herein and Hospital desires to engage the Entities to provide the services of Member Physicians to assist with the Services (as defined in Section 2.1); and

WHEREAS, the parties intend that this Agreement supersedes any previous agreements, written or verbal, related to the Services described herein with respect to the Department.

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

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital. Advanced Practice Professionals to be utilized by UNLV Medicine for the provision of Services are listed on **Exhibits A-1 through A-2**, which shall be subject to change from time to time.

1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Psychiatry Department.

1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.4 Member Physicians. Physician(s) employed by UNLVKSOM or contracted with UNLV Medicine which are mutually agreeable to Hospital (as listed on **Exhibits A-1 through A-2** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.5 Services. Clinical services in the specialty of psychiatry, as further described in the Service Line Exhibits (as defined below), performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to, the delivery to the Department and Hospital certain Services to patients, six (6) to eight (8) hours per day/seven (7) days per week, as further described herein.

II. ENTITIES' OBLIGATIONS

2.1 Department Coverage for Services. The Entities, by and through its Member Physicians, shall deliver to the Department the following Services:

a. Professional services in the best interest of Hospital's patients, in a professional manner and in accordance with community standards;

b. Conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate coverage. The Member Physicians shall render and supervise the Services and consult with Medical Staff and Hospital upon request;

c. Provide Hospital with consultative coverage. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;

d. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;

e. On an annual basis, UNLVKSOM shall use reasonable best efforts to create a collaborative plan with Hospital for the provision of services in support of the medical

resident program. Such plan shall include the involvement of Hospital and will include the residency program's daily patient responsibility;

f. Ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of the accreditation organization, recognized professional medical specialty guidelines and the requirements of local, state and national regulatory agencies and accrediting bodies;

g. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics; and

h. Perform such other Services, as more specifically described on **Exhibits A-1 through A-2**, attached hereto and incorporated herein by reference (hereinafter referred to as the "Service Line Exhibits").

2.2 Administrative Services. During the Term, in addition to the Services provided by a Member Physician, the designated Member Physicians (each an "Administrative Physician" and collectively the "Administrative Physicians") shall provide certain administrative services (the "Administrative Services") to the applicable Department. An Administrative Physician shall be assigned to provide Administrative Services as it relates to Hospital's general (adult) psychiatry, and child and adolescent psychiatry services. Hospital acknowledges and agrees that certain of the Administrative Services of the Administrative Physicians may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.3. The Administrative Services are as follows:

a. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience as well as development of Hospital's operational efficiency programs, including throughput improvement, utilization review and discharge planning;

b. Oversee and supervise the overall operations of the Department and perform certain administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by Hospital's CEO, or his/her designee.

c. Provide quarterly standardized reports on metrics, as requested by Hospital's Administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees (e.g., utilization, length of stay, disease specific documentation, etc.).

d. Contribute to a positive relationship among Hospital's Administration, the Medical Staff and the community;

e. Promote the growth and development of the Department, in conjunction with Hospital, placing special emphasis on expanding diagnostic and therapeutic services;

f. Inform the Medical Staff of new equipment and applications relevant to the Department;

g. Recommend innovative changes directed toward improved patient services;

h. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

i. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;

j. Represent the Department on the Medical Staff Committees and at Hospital Department meetings as the need arises;

k. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;

l. Assess and recommend to Hospital's Administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;

m. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;

n. Report any equipment malfunction to Hospital's Administration and the Department;

o. Assist Hospital in the appeal of any denial of payment of Hospital charges; and

p. Perform such other administrative duties as necessary to the Department as assigned.

Administrative Physicians shall be required to submit monthly time records which detail with reasonable specificity, the time spent performing the Administrative Services as further described in Section 5.3.

2.3 Medical Staff Appointment.

a. Member Physicians shall at all times be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to, those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of

this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or UNLV Medicine's removal of the physician as a Member Physician.

b. The Entities shall be fully responsible for the performance and supervision of any of its Member Physicians, Advanced Practice Professionals and/or others under its direction and control, as applicable, in the performance of Services under this Agreement.

c. Advanced Practice Professionals employed or utilized by the Entities, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Medical Staff Bylaws and Rules and Regulations. In the event than an Advanced Practice Professional's granting of clinical privileges at Hospital is solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or UNLV Medicine's removal of the Advanced Practice Professional under this Agreement.

2.4 Representations of the Entities.

a. Each of UNLV Medicine and UNLVKSOM represent and warrant that:

1. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and the Department of Taxation. UNLVKSOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
2. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
3. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
4. at all times will comply with all applicable laws and regulations in the performance of the Services;
5. is not restricted under any third party agreement from performing the obligations under this Agreement;
6. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
7. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Each of the Entities, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represents and warrants to the best of the Entities' knowledge after reasonable inquiry that each Member Physician:

1. is Board certified or Board eligible (pursuant to Medical Staff's delineation of privileges) in General Psychiatry, and Child and Adolescent Psychiatry, as applicable;
2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and
10. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. The Entities agree to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if the Entities fail to notify Hospital of such a breach and fails to immediately remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement.

2.6 Independent Contractor. In the performance of the work duties and obligations performed by the Entities under this Agreement, it is mutually understood and agreed that the Entities and/or Member Physicians are at all times acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which the Entities shall perform its work and functions.

2.7 Industrial Insurance.

a. As independent contractors, the Entities shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. The Entities agree, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. The Entities agree to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If the Entities do not maintain such coverage, the Entities agree that Hospital may withhold payment, order the Entities to stop work, suspend this Agreement or terminate this Agreement.

2.8 Professional Liability Insurance. The Entities shall carry professional liability insurance on the Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law and the Bylaws of the Medical Staff and related manuals. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

2.9 Entities' Personal Expenses. The Entities shall be responsible for all its Member Physicians', Advanced Practice Professionals' (if and as applicable), as well as any of the Entities' employees' personal expenses, including but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.10 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. The Entities shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards and recommendations of the accreditation organization, CMS, Hospital policies and Regulations of the Medical Staff, as may then be in effect, which policies are available for review upon request.

2.11 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or

future payment for the provision of health care to an individual; and (3) identifies such individual.

b. The Entities agree to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. The Entities agree to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. The Entities shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and the Entities shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, the Entities and their respective employees and other representatives and Member Physicians, to have access to and use of PHI for purposes of the OHCA. Hospital, the Entities and Member Physicians shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 UMC Policy #I-66. The Entities shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.13 Personnel On-Site. The Entities shall abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities, I-66 Policy and Code of Ethics, the relevant portions of which are available to the Entities upon request, and Hospital's Vaccine Policy, as may be amended from time to time, and must register through Hospital's credentialing system prior to arriving on-site at any of Hospital's facilities. The Entities' employees, agents, subcontractors and/or healthcare workers who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support, Surveys, Space, Equipment and Supplies.

a. Technical Support. Hospital's Information Technology (IT) Department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.

b. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).

c. Space. Hospital shall provide appropriate space within Hospital for the Department (excluding Entities' private office space) that allows the Entities' to render the Services in compliance with applicable Nevada law; however, the Entities' shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

d. Equipment.

1. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

2. Hospital shall maintain and operate its IT system necessary for the proper operation of the Department, provided however, the Entities shall be responsible for maintenance and operation of its own systems as necessary for the purpose of providing the Services and the requirements under this Agreement.

e. Supplies. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with the Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards

associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Representations of Hospital. Hospital represents and warrants to the Entities that:

a. Hospital is an instrumentality of Clark County, a political subdivision of the State of Nevada and a tax-exempt organization under Section 501(c)(1) of the Internal Revenue Code;

b. it has never been excluded, debarred, or otherwise ineligible to participate in any of the federal or state health care programs;

c. it has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of health care items or services;

d. at all times it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;

e. it is not restricted under any third party agreement from performing the obligations under this Agreement; and

f. it has not materially misrepresented or omitted any facts necessary for the Entities to enter into this Agreement.

3.5 Annual Review. Hospital and the Entities shall conduct an annual review of the Entities' performance of Services.

3.6 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Hospital agrees to notify the Entities in writing within three (3) business days after it becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 3.4 or elsewhere in this Agreement. The Entities shall, in their reasonable and good faith discretion, have the right to terminate this Agreement if Hospital fails to notify the Entities of such a breach.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. The Entities' access to Hospital's Electronic Health Record system qualifies as availability; provided however, in the event such access or information is unavailable, Hospital shall provide timely response to reasonable requests of the Entities for information needed to facilitate such direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. UNLV

Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community. UNLV Medicine shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. The parties agree to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with UNLV Medicine's submission of claims and retention of funds for Entities' services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, the Entities agree:

a. To use its commercially reasonable efforts to ensure that all claims by the Entities for Entities' Services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that the Entities does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate the Entities for the Services in the monthly and annual amounts set forth in the Service Line Exhibits. Payments (to be prorated for a calendar month if the Effective Date is not on the first of the month) shall be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.

5.2 Compensation for Administrative Services. As compensation for the Administrative Services as described in Section 2.2, Hospital will compensate the Entities **$145.00 per hour** for up to twenty-five (25) hours per month, for an annual not-to-exceed amount of $43,500.00, as documented and verified pursuant to accurate and complete time records submitted by the respective Administrative Physician. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Administrative Services.

5.3 Time Studies/Payment. Administrative Physicians shall record in hourly increments time spent on the various responsibilities for the Administrative Services on a weekly basis, via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Administrative Physicians shall submit such time studies to Hospital's Fiscal Services Department by the twelfth (12^{th}) of each month for the preceding month. Failure to submit the required time study by the twelfth (12^{th}) of each month will delay that month's payment until the time study is received. The Entities will be paid on the third (3^{rd}) Friday of each month, or if the third (3^{rd}) Friday falls on a holiday, the following Monday, for the previous month's Administrative Services.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services and the Administrative Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on July 1, 2022 (the "Effective Date"), and subject to Section 7.5, shall remain in effect through June 30, 2025 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew this Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, each party shall notify the others in writing of:

a. Any change of address;

b. Any material change in membership or ownership of a party;

c. Once a party becomes aware of any action against the license of any Member Physician and/or Advanced Practice Professional;

d. Once a party becomes aware of any action commenced against any of the parties which could materially affect this Agreement; or

e. Once a party becomes aware of any other occurrence known to it that could materially impair that party's ability to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate in its entirety upon the exclusion of either party from participation in any federal health care program.

b. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

1. Professional misconduct by any Member Physician or Advanced Practice Professional as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder if such Member Physician or Advanced Practice Professional is not timely removed by UNLV Medicine;

2. Conduct by any Member Physician or Advanced Practice Professional which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, UNLV Medicine shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

3. Disputes among the Member Physicians, partners, owners, principals of the Entities that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by either Entity at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program;

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

3. Hospital at any time engages in any criminal conduct or fraud that either Entity reasonably determines is harming or is likely to materially harm the goodwill or reputation of either Entity;

4. The failure of Hospital to maintain full accreditation by the accreditation organization;

5. Failure of Hospital to compensate the Entities in a timely manner as set forth in Section V above; or

6. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon 180 days written notice to the other party. If Hospital terminates this Agreement or a Service Line Exhibit, the Entities waive any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to the Entities for Services rendered under the terms of this Agreement. If the Entities terminate this Agreement or a Service Line Exhibit, Hospital waives any cause of action or claim for damages arising out of or related to the termination.

6.5 Fair Market Value Review. In the event a party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this Agreement, such party will submit a notice to request a new calculation of the service level value (i.e., "Notice for Calculation of FMV" or "Notice") to the other party(ies). In the Notice for Calculation of FMV, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within 180 days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Entities shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If the Entities carry out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party; provided however, Hospital acknowledges

and agrees that UNLVKSOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.

In addition, the Entities acknowledge that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. The Entities acknowledge that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. The Entities recognize that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, the Entities agree at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts

to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to the Entities upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the Effective Date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. The Entities are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to, Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Each Entity is expected to immediately notify Hospital of any actions by a workforce member which each Entity believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Each party hereto will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. The Entities shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Entities shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by the Entities or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless the Entities from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be directed to the appropriate party or such other address a party may specify in writing to the other as follows:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To UNLV Medicine: UNLV Medicine
Attn: Chief Executive Officer
3016 West Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102

To UNLVKSOM: UNLV School of Medicine
Attn: Dean
2040 West Charleston Boulevard, 3rd Floor
Las Vegas, Nevada 89102

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and the Entities, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. The Entities and Hospital are parties under certain other agreements set forth below, if any:

a. A list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:

UNLV Medicine

By:_____
Joann Strobbe
Chief Executive Officer

Date:_____

HOSPITAL:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

Date:_____

The Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

Recommended:

By:_____
Marc J. Kahn, MD
Dean

Date:_____

By:_____
Christopher Heavey, PhD
Executive Vice President & Provost

Date:_____

By:_____
Keith Whitfield, PhD
President

Date:_____

Approved as to legal form:

By:_____
Elda Luna Sidhu, General Counsel

Approved:

By:_____
Crystal Abba, Officer in Charge, NSHE

Date:_____

EXHIBIT A-1
GENERAL (ADULT) PSYCHIATRY

UNLVKSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A-1**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Daily consultative coverage of Hospital's general (adult) psychiatry patients (requiring a minimum of 1.25 FTEs dedicated to Hospital).

Compensation for:

Professional Services
Subject to Section 5.1, Hospital will compensate the Entities **$29,808.33 per month** for the Services set forth in this Exhibit, for an **annual amount of $357,700.00**.

Performance Measures:

1. Ensure compliance with clinical documentation requirements of Hospital (e.g., CDI, V/T/O following of EHR P/P, use of EHR, D/C order written by noon, completion of Physician Certificate of Incapacity and Needs Assessment to support findings of incapacity, etc.); review and report on monthly compliance with medical records completion; compliance with use of EHR for documentation and order entry; all policies and procedures will be followed, including the requirements outlined in Hospital's EHR system. Ensure that all medical record charts will be completed and signed by Member Physicians as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
2. Attend at least 80% of Committee meetings, as reasonably assigned.
3. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to noon (12:00 pm).

Patient Safety and Quality:

1. Assist with the development and follow the full implementation of clinical pathways, including at least 90% of transfers to specialty services following guidelines requiring a higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Participate in the peer review process as outlined in the peer review policy and Medical Staff Bylaws.
4. Review and report on monthly compliance with medical records completion.

5. Participation in Root Cause Analysis (RCAs), as needed.
6. Participation in formulation and implementation of action plans for performance improvement.
7. Hand hygiene compliance monitoring and inclusion in annual performance evaluations.
8. Compliance with use of EHR for documentation and order entry.
9. All policies and procedures will be followed, including verbal orders outlined in Hospital's Electronic Health Record system.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

GENERAL (ADULT) PSYCHIATRY COVERAGE

- No Advanced Practice Professionals will provide the Services.

EXHIBIT A-2
CHILD AND ADOLESCENT PSYCHIATRY

UNLVKSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A-2**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Daily consultative coverage of Hospital's child and adolescent psychiatry patients (requiring a minimum of 0.5 FTE dedicated to Hospital).

Compensation for:

Professional Services
Subject to Section 5.1, Hospital will compensate the Entities **$6,066.66 per month** for the Services set forth in this Exhibit, for an **annual amount of $72,800.00**.

Performance Measures:

1. Ensure compliance with clinical documentation requirements of Hospital (e.g., CDI, V/T/O following of EHR P/P, use of EHR, D/C order written by noon, completion of Physician Certificate of Incapacity and Needs Assessment to support findings of incapacity, etc.); review and report on monthly compliance with medical records completion; compliance with use of EHR for documentation and order entry; all policies and procedures will be followed, including the requirements outlined in Hospital's EHR system. Ensure that all medical record charts will be completed and signed by Member Physicians as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
2. Attend at least 80% of Committee meetings, as reasonably assigned.
3. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to noon (12:00 pm).

Patient Safety and Quality:

1. Assist with the development and follow the full implementation of clinical pathways, including at least 90% of transfers to specialty services following guidelines requiring a higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Participate in the peer review process as outlined in the peer review policy and Medical Staff Bylaws.

4. Review and report on monthly compliance with medical records completion.
5. Participation in Root Cause Analysis (RCAs), as needed.
6. Participation in formulation and implementation of action plans for performance improvement.
7. Hand hygiene compliance monitoring and inclusion in annual performance evaluations.
8. Compliance with use of EHR for documentation and order entry.
9. All policies and procedures will be followed, including verbal orders outlined in Hospital's Electronic Health Record system.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

CHILD AND ADOLESCENT PSYCHIATRY COVERAGE

- No Advanced Practice Professionals will provide the Services.

EXHIBIT B
STANDARDS OF PERFORMANCE

UNLV Medicine shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference. Those Standards of Performance are as follows:

a. Adhere to Hospital's established standards and policies for providing exceptional patient care, and operate and conduct themselves in accordance with the standards and recommendations of the accreditation organization, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.

b. If any Member Physicians are employed under the J-1 Visa waiver program, UNLV Medicine will so advise Hospital, and UNLV Medicine shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Develop and implement guidelines and care pathway/algorithm to improve quality/safety of patient care and resource management including length of stay reduction. Work with Hospital to reduce the thirty (30) day readmission rate for the Services provided to patients to meet the national benchmark criteria(s).

e. Comply with all state and federal regulations, State of Nevada, and the accreditation organization guidelines, as evidenced by:

    1. Ongoing participation in preparation for inspections/surveys and timely resolutions of any identified deficiencies for the State of Nevada and the accreditation organization or other regulatory agencies.
    2. No significant findings related to the clinical or administrative practice of the Services.

f. Comply with all surgical standards, pre-operative, intra-operative, and post-operative, regardless of setting, as defined by the accreditation organization, CMS and Hospital policy.

g. Be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

h. Assist Hospital with improvement of patient satisfaction and performance ratings.

i. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").

j. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to the Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

k. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement, Non-Discrimination, and Anti-Harassment Action Plan.

l. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a Member Physician requires the services of a medical specialist, the Entities shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by the Entities or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (1) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (2) the patient expresses a preference for a different provider, practitioner, or supplier; (3) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (4) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

m. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member Physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by the Entities or any Member Physician.

n. Agrees to participate in the Merit-based Incentive Payment System ("MIPS") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement.

o. Meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

p. Should meet or exceed prior year performance; or meet or exceed current published CMS

benchmarks for the specific patient satisfaction measure.

q. Upon request from Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (1) inpatient admissions, (2) observation admissions, (3) encounters, (4) encounters per day, (5) average staffed hours per day, (6) frequently used procedure codes, (7) work Relative Value Units (RVUs) per encounter, (8) payor mix, and (9) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with written notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities.

r. Be in one hundred percent (100%) compliance with the Drug Wastage Policy.

s. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees.

t. Participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

u. Actively participate in Hospital's Value Analysis Program and attend the Value Analysis meetings when requested by Hospital.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UMC/SEIU, Local 1107, Collective Bargaining Agreement**	**Back-up:**
Petitioner: **Kurt Houser, CHRO**	**Clerk Ref. #**

Recommendation:

Review and recommend for approval by the UMC Governing Board, and ratification by the Hospital Board of Trustees, the salary plan cost of living adjustment ("COLA") for Fiscal Year 2023 and Fiscal Year 2024, effective July 1, 2022, to the current Collective Bargaining Agreement between UMC and the Service Employees International Union, Local 1107; and recommend approval of the same percentage increases in the salary range for non-bargaining unit employees, excluding management plan employees, physicians, physician assistants, nurse practitioners, and those employees covered by a separate collective bargaining agreement; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

Fund #:	5420.00	Fund Name:	UMC Operating Fund
Fund Center:	Various	Funded PGM/Grant:	N/A
Amount:	$26,106,760		
Description:	SEIU – Collective Bargaining Agreement		
Additional Comments:	N/A		

BACKGROUND:

On June 9, 2022, UMC and the SEIU, Local 1107, reached a tentative agreement to adjust the salary plan in the current collective bargaining agreement. On or about June 18, 2022, the SEIU, Local 1107 membership ratified the tentative agreement.

For Fiscal Year 2023, effective the latter of July 1, 2022 or upon approval by the Hospital Board of Trustees, eligible employees shall receive a three percent (3.0%) salary range COLA increase, a one-time lump sum retention bonus of $1,000.00, and a one-time additional one percent (1.0%) enhanced merit increase. For Fiscal Year 2024, effective July 1, 2023, eligible employees shall receive a three percent (3.0%) salary range COLA increase and a one-time lump sum retention bonus of $750.00.

No articles in the current collective bargaining agreement are being amended, but an Appendix for the salary plan COLA increase for each Fiscal Year will be added to the collective bargaining agreement.

Attachment I contains the Summary of Changes setting forth the COLA increase.

Attachment II is the Tentative Agreement for the Fiscal Years 2023 and 2024 salary plan COLA increase.

Cleared for Agenda
June 29, 2022

Attachment III is the Fiscal Impact Summary for the Fiscal Years 2023 and 2024 salary plan COLA increase.

Attachment IV is the Salary Plan for Fiscal Year 2023 after the COLA Increase.

Attachment V is the Salary Plan for Fiscal Year 2024 after the COLA Increase.

ATTACHMENT I - SUMMARY OF CHANGES

ARTICLE 14 - Salary

For Fiscal Year 2023, effective the latter of July 1, 2022 or upon approval by the Board of County Commissioners sitting as the Hospital Board of Trustees, eligible employees shall receive a three percent (3.0%) salary range COLA increase, a one-time lump sum retention bonus of $1,000.00, and a one-time additional one percent (1.0%) enhanced merit increase.

For Fiscal Year 2024, effective July 1, 2023, eligible employees shall receive a three percent (3.0%) salary range COLA increase and a one-time lump sum retention bonus of $750.00.

SEIU Proposal
Date: June 9, 2022
SEIU Proposal #8

In accordance with Article 14, Section 2, and Section 3 of the UMC and SEIU, Local 1107, collective bargaining agreement (CBA) signed November 3, 2020, the parties agree to the following:

1. Effective the latter of July 1, 2022, or upon approval by the Board of County Commissioners (BCC), and continuing through June 30, 2023:

    a. The salary plan currently in effect as of June 30, 2022, covering scheduled employees in Appendix A, will be increased by three percent (3%).

    b. Employees hired on or before July 1, 2022, will receive a one-time lump sum retention bonus of $1000, less appropriate withholdings, payable on their first full paycheck following ratification and approval of this Agreement.

    c. During months one (1) through twelve (12) following the ratification and approval of this Agreement, an employee eligible for a merit increase shall receive a one-time additional one percent (1.0%) enhanced merit increase above the percentage identified in Article 15, Section 12 of the CBA, for the corresponding overall rating. At the time of the annual merit, for any employee at or over the max of their classification salary range, the parties will agree to override Article 15(13), and award the applicable merit and enhanced merit. After the completion of the twelfth (12^{th}) month following the signing of this Agreement, the enhanced merit increase of one percent (1.0%), and the override of Artilce 15(13), will sunset, and all future merit increases will be processed as outlined in Article 15, Section 12 of the CBA.

2. Effective the latter of July 1, 2023, or upon approval by the Board of County Commissioners, and continuing through June 30, 2024, the salary plan currently in effect as of June 30, 2023, covering scheduled employees in Appendix A, will be increased by three percent (3.0%).

    a. Employees hired on or before July 1, 2023, will receive a one-time lump sum retention bonus of $750, less appropriate withholdings, payable on their first full paycheck of Fiscal Year 2024.

This tentative Agreement concludes the bargaining pursuant to the reopener request from SEIU Local 1107, dated November 9, 2020.

Agreed to this 9 day of June, 2022

Kurt Houser, UMC

Agreed to this 9 day of June, 2022

Michelle Maese, SEIU, Local 1107

ATTACHMENT III – SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107
FISCAL IMPACT SUMMARY

FY 2023:

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2022.	$6,586,650
14	Salaries	Change	One percent (1.0%) increase in Merit effective July 1, 2022.	$1,041,661
14	Salaries	New	$1,000 bonus	$3,625,000
14	Benefits	Change	Four percent (4.0%) increase effective July 1, 2022.	$2,782,890
	Total			**$14,036,201**

FY 2024:

Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2023.	$6,852,092
14	Salaries	New	$750 bonus	$2,718,750
14	Benefits	Change	Three percent (3.0%) increase effective July 1, 2023.	$2,499,717
	Total			**$12,070,559**

Total for both FY23 and FY24: $26,106,760

MASTER CLASSIFICATION ALLOCATION LIST
SALARY GRADES AND RANGES

EFFECTIVE July 1, 2022
After 3% COLA Increase

Grade	Min	Mid-point	Maximum	Per diem Rate
A08	$12.59	$16.05	$19.51	$15.26
A09	$13.39	$17.08	$20.76	$16.22
A10	$14.23	$18.14	$22.05	$17.26
A11	$15.14	$19.30	$23.47	$18.38
A12	$16.05	$20.47	$24.88	$19.45
A13	$17.02	$21.70	$26.38	$20.64
B21	$18.03	$22.99	$27.95	$21.86
B22	$19.13	$24.39	$29.65	$23.15
B23	$20.24	$25.81	$31.38	$24.59
B24	$21.48	$27.39	$33.29	$26.03
B31	$22.77	$29.03	$35.29	$27.60
B32	$24.12	$30.76	$37.39	$29.26
C41	$25.57	$32.60	$39.63	$31.01
C42	$27.11	$34.57	$42.02	$32.86
C43	$28.74	$36.65	$44.55	$34.86
C50	$30.38	$39.49	$48.60	
C51	$32.80	$42.64	$52.48	

Grade	Min	Mid-point	Maximum	Per diem Rate
MR02	$18.59	$23.70	$28.81	$21.35
MR04	$19.31	$24.62	$29.93	$22.22
MR06	$20.10	$25.63	$31.15	$23.10
MR08	$20.90	$26.65	$32.39	$24.49
MR10	$21.71	$27.69	$33.66	
MR12	$22.60	$28.82	$35.04	
MR14	$23.51	$29.97	$36.44	
MR16	$24.44	$31.16	$37.88	
MR18	$25.41	$32.39	$39.38	
MR20	$26.42	$33.68	$40.95	
MR22	$27.49	$35.05	$42.61	
MR24	$28.59	$36.45	$44.31	
MR26	$29.74	$37.92	$46.10	
MR28	$30.92	$39.42	$47.92	
MR30	$32.18	$41.04	$49.89	
MR32	$33.44	$42.64	$51.84	
MR34	$34.79	$44.35	$53.92	
MR36	$36.18	$46.13	$56.08	
MR38	$37.62	$47.97	$58.31	
MR40	$39.16	$49.92	$60.69	
MR42	$40.71	$51.90	$63.10	
MR44	$42.33	$53.97	$65.61	
MR46	$44.02	$56.12	$68.23	

Special Per diem Rates	Effective July 1, 2022
Advanced Respiratory Care Practitioner	$52.15
Cardiac Sonographer	$51.13
Cardiovascular Invasive Procedures Technologist	$51.13
Centralized Resource Pool (CRP) Certified Nursing Assistant	$22.64
Centralized Resource Pool (CRP) RN - Critical Care	$70.02
Centralized Resource Pool (CRP) RN - Med/Surg	$58.33
Clinical Lab Technician	$39.91
Clinical Lab Technologist	$51.13
Histology Technician	$36.89
Infection Preventionist	$52.90
Inpatient Coder	$35.38
LPN II	$34.39
MRI Technologist	$51.13
Nuclear Medicine Technologist	$51.13
Nurse Case Manager	$52.90
Performance Improvement Nurse	$52.90
Radiology Technician	$32.48
Registered Nurse	$55.55
Registered Nurse (Critical Care Oncology)	$61.16
Registered Nurse Critical Care MERT/Rover	$64.22
Registered Radiology Technologist	$45.07
Rehabilitation Staff Therapist	$66.68
Rehabilitation Therapy Asst	$38.68
Respiratory Care Practitioner	$46.33
Specialty Imaging Technologist	$51.13
Surgical Technologist	$35.84
Trauma Registry Coordinator RN	$52.90
Ultrasound Technologist	$51.13
Utilization Review Nurse	$52.90
Wound Ostomy Continence Nurse	$52.90

MASTER CLASSIFICATION ALLOCATION LIST
SALARY GRADES AND RANGES

EFFECTIVE July 1, 2023
After 3% COLA Increase

Grade	Min	Mid-point	Maximum	Per diem Rate
A08	$12.96	$16.53	$20.09	$15.72
A09	$13.80	$17.59	$21.39	$16.71
A10	$14.65	$18.68	$22.71	$17.78
A11	$15.59	$19.88	$24.16	$18.93
A12	$16.53	$21.08	$25.62	$20.03
A13	$17.53	$22.35	$27.17	$21.26
B21	$18.57	$23.68	$28.78	$22.52
B22	$19.70	$25.12	$30.54	$23.84
B23	$20.85	$26.58	$32.32	$25.33
B24	$22.13	$28.21	$34.30	$26.81
B31	$23.45	$29.90	$36.35	$28.43
B32	$24.85	$31.68	$38.52	$30.14
C41	$26.34	$33.58	$40.83	$31.94
C42	$27.93	$35.61	$43.29	$33.85
C43	$29.61	$37.75	$45.90	$35.91
C50	$31.28	$40.67	$50.05	
C51	$33.78	$43.92	$54.05	

Grade	Min	Mid-point	Maximum	Per diem Rate
MR02	$19.15	$24.41	$29.68	$21.99
MR04	$19.89	$25.36	$30.83	$22.89
MR06	$20.71	$26.40	$32.10	$23.79
MR08	$21.53	$27.45	$33.37	$25.22
MR10	$22.37	$28.52	$34.67	
MR12	$23.28	$29.68	$36.08	
MR14	$24.21	$30.87	$37.53	
MR16	$25.17	$32.09	$39.01	
MR18	$26.16	$33.36	$40.55	
MR20	$27.21	$34.69	$42.18	
MR22	$28.31	$36.10	$43.88	
MR24	$29.44	$37.54	$45.63	
MR26	$30.64	$39.06	$47.49	
MR28	$31.84	$40.60	$49.35	
MR30	$33.15	$42.27	$51.38	
MR32	$34.45	$43.92	$53.40	
MR34	$35.83	$45.68	$55.54	
MR36	$37.26	$47.51	$57.75	
MR38	$38.75	$49.41	$60.06	
MR40	$40.33	$51.42	$62.51	
MR42	$41.93	$53.46	$64.99	
MR44	$43.60	$55.59	$67.58	
MR46	$45.33	$57.80	$70.26	

Special Per diem Rates	Effective July 1, 2023
Advanced Respiratory Care Practitioner	$53.71
Cardiac Sonographer	$52.66
Cardiovascular Invasive Procedures Technologist	$52.66
Centralized Resource Pool (CRP) Certified Nursing Assistant	$23.32
Centralized Resource Pool (CRP) RN - Critical Care	$72.12
Centralized Resource Pool (CRP) RN - Med/Surg	$60.08
Clinical Lab Technician	$41.11
Clinical Lab Technologist	$52.66
Histology Technician	$38.00
Infection Preventionist	$54.49
Inpatient Coder	$36.44
LPN II	$35.42
MRI Technologist	$52.66
Nuclear Medicine Technologist	$52.66
Nurse Case Manager	$54.49
Performance Improvement Nurse	$54.49
Physician Assistant	$75.82
Radiology Technician	$33.45
Registered Nurse	$57.21
Registered Nurse (Critical Care Oncology)	$63.00
Registered Nurse Critical Care MERT/Rover	$66.15
Registered Radiology Technologist	$46.42
Rehab Staff Therapist	$68.68
Rehab Therapy Asst	$39.84
Respiratory Care Practitioner	$47.72
Specialty Imaging Technologist	$52.66
Surgical Technologist	$36.92
Trauma Registry Coordinator RN	$54.49
Ultrasound Technologist	$52.66
Utilization Review Nurse	$54.49
Wound Ostomy Continence Nurse	$54.49

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Recognize UMC Foundation Employee Scholarship Recipients**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recognize recipients of the annual UMC Foundation Employee Scholarship award; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Recognize the annual UMC Foundation Employee Scholarship Award recipients for 2022.

Cleared for Agenda
June 29, 2022

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Receive Education regarding University Medical Center's HIPAA Privacy Program.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational presentation from Keith Slade, UMC's HIPAA Privacy Office on UMC's HIPAA Privacy Program; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an educational presentation from Keith Slade, Privacy Officer on University Medical Center's Privacy Program.

Cleared for Agenda
June 29, 2022

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UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

HIPAA Privacy Refresher

UMC Governing Board

Keith Slade, Privacy Officer

June 29, 2022

- All workforce members, including Board Members, Providers, Administrators and all staff are responsible for adhering to privacy safeguards.
- Safeguard Areas for the Board:
  - Discussing patient information
    - Operations purpose. Safeguards
  - Media Requests
    - Refer inquiries regarding patients back to Administration
  - Securing ePHI
    - Encrypted email. Refrain from unsecured copies
  - Minimum Necessary

- HIPAA privacy at UMC is an ongoing program of activities and safeguards designed to foster organizational compliance with the HIPAA rules:
  - Standards of Conduct (policies and procedures)
  - Program Oversight (accountability to leadership)
  - Training and Education (workforce understanding)
    - Including the Governing Board
  - Effective Lines of Communication (open access to the Privacy Officer)
  - Auditing & Monitoring Activities (watching for noncompliance)
  - Respond to Detected Offenses (investigating and correcting noncompliance)
  - Enforce Standards (ensuring behavioral or systems corrections)

- Workforce Training & Education
  - Workforce
    - Employees
    - Medical Staff
    - Students and Trainees
    - Other Workforce
  - Onboarding
    - Ideally, prior to receiving user credentials
    - Electronic or in-person
  - Ongoing & Targeted
    - Routine refreshers
    - Targeted updates

- HHS Enforcement
  - Civil Monetary Penalties

Tier	Minimum per Violation	Maximum per Violation	Maximum Annual (identical provision)
No Knowledge	$117	$58,490	$1,754,698
Reasonable Cause	$1,170	$58,490	$1,754,698
Willful Neglect – Corrective Action Taken	$11,698	$58,490	$1,754,698
Willful Neglect – No Corrective Action Taken	$58,490	$1,754,698	$1,754,698

HIPAA Privacy Refresher

UMC Governing Board

Keith Slade, Privacy Officer

QUESTIONS?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**2022 Governing Board Action Plan**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2022 Action Plan, to include an update form UNLV regarding the GME Program; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will discuss the 2022 Action Plan item regarding the GME program at UNLV.

Cleared for Agenda
June 29, 2022

Agenda Item #
26

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 take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 2, 2022 Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
June 29, 2022

Agenda Item #
27

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 6, 2022 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
June 29, 2022

Agenda Item #
28

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 take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 2022 Governing Board Human Resources and Executive Committee meeting.

Cleared for Agenda
June 29, 2022

Agenda Item #
29

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 22, 2022 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
June 29, 2022

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for May FY22 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report for May FY22; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on May FY 22 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
June 29, 2022

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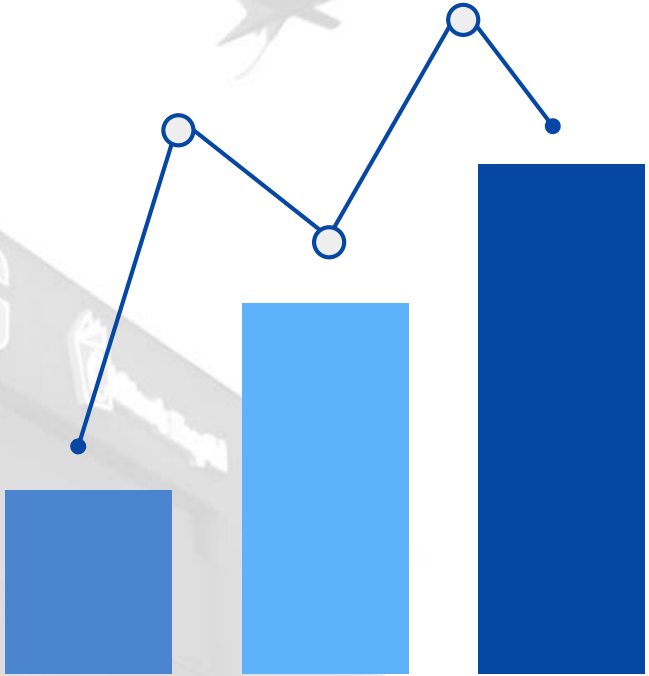
May 2022 Financials

GB Meeting



KEY INDICATORS – MAY

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,454	16,680	22.62%	16,638	3,816	22.93%
Total Admissions	1,927	1,766	9.14%	1,733	194	11.19%
Observation Cases	937	1,240	(24.44%)	1,240	(303)	(24.44%)
AADC	660	538	22.62%	537	123	22.93%
ALOS (Admits)	6.25	6.37	(1.86%)	6.15	0.10	1.63%
ALOS (Obs)	1.02	1.36	(24.72%)	1.36	(0.34)	(24.72%)
Hospital CMI	1.89	1.90	(0.35%)	2.05	(0.16)	(7.59%)
Medicare CMI	1.99	1.98	0.73%	2.03	(0.03)	(1.62%)
IP Surgery Cases	844	729	15.78%	783	61	7.79%
OP Surgery Cases	495	493	0.41%	498	(3)	(0.60%)
Transplants	14	9	55.56%	9	5	55.56%
Total ER Visits	9,898	8,172	21.12%	8,815	1,083	12.29%
ED to Admission	10.03%	-	-	7.19%	2.84%	-
ED to Observation	10.65%	-	-	13.94%	(3.29%)	-
ED to Adm/Obs	20.68%	-	-	21.13%	(0.45%)	-
Quick Cares	17,060	13,796	23.66%	11,933	5,127	42.96%
Primary Care	5,795	5,344	8.44%	5,084	711	13.99%
Deliveries	94	112	(16.07%)	119	(25)	(21.01%)

SUMMARY INCOME STATEMENT – MAY

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$67,413,589	$60,275,554	$7,138,034	11.84%	↑
Net Patient Revenue as a % of Gross	19.15%	17.58%	1.57%	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$67,904,543	$63,881,696	($4,022,846)	(6.30%)	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($490,954)**	**($3,606,142)**	**$3,115,188**	**86.39%**	↑
Add back: Depr & Amort.	$2,245,232	$2,182,384	($62,848)	(2.88%)	↓
Tot Inc from Ops plus Depr & Amort.	**$1,754,278**	**($1,423,758)**	**$3,178,036**	**223.21%**	↑
Operating Margin (w/Depr & Amort.)	**2.60%**	**(2.36%)**	**4.96%**	-	

SUMMARY INCOME STATEMENT – YTD MAY

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$749,659,947	$639,364,684	$110,295,263	17.25%	↑
Net Patient Revenue as a % of Gross	19.03%	17.50%	1.53%	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$753,083,115	$682,097,979	($70,985,136)	(10.41%)	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($3,423,168)**	**($42,733,296)**	**$39,310,127**	**91.99%**	↑
Add back: Depr & Amort.	$24,535,752	$24,439,034	($96,718)	(0.40%)	↓
Tot Inc from Ops plus Depr & Amort.	**$21,112,584**	**($18,294,261)**	**$39,406,845**	**215.41%**	↑
Operating Margin (w/Depr & Amort.)	**2.82%**	**(2.86%)**	**5.68%**		

SALARY & BENEFIT EXPENSE – MAY

	Actual	Budget	Variance	% Variance	
Salaries	$25,994,055	$24,054,816	($1,939,239)	(8.06%)	↓
Benefits	$11,273,835	$11,435,932	$162,097	1.42%	↑
Overtime	$1,215,877	$804,920	($410,957)	(51.06%)	↓
Contract Labor	$1,325,392	$802,241	($523,151)	(65.21%)	↓
TOTAL	**$39,809,158**	**$37,097,908**	**($2,711,250)**	**(7.31%)**	↓

EXPENSES – MAY

	Actual	Budget	Variance	% Variance	
Professional Fees	$3,616,741	$3,731,209	$114,468	3.07%	↑
Supplies	$11,844,232	$11,955,733	$111,501	0.93%	↑
Purchased Services	$6,957,903	$5,589,467	($1,368,437)	(24.48%)	↓
Depreciation & Amortization	$2,245,232	$2,182,384	($62,848)	(2.88%)	↓
Repairs & Maintenance	$645,546	$640,675	($4,871)	(0.76%)	↓
Utilities	$481,254	$405,149	($76,104)	(18.78%)	↓
Other Expenses	$1,496,886	$1,521,383	$24,497	1.61%	↑
Rental/Leases	$807,590	$757,788	($49,802)	(6.57%)	↓
Total Other Expenses	**$28,095,384**	**$26,783,788**	**($1,311,596)**	**(4.90%)**	↓

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; 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.

Cleared for Agenda
June 29, 2022

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(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
June 29, 2022

Agenda Item #
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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
June 29, 2022

Agenda Item #

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