UMC Governing Board Meeting

Wednesday, February 22, 2023 1:00 pm

Delta Point Building - Emerald Suite - 1st Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
February 22, 2023 1:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, February 22, 2023, commencing at 1:00 p.m. at the location listed above to consider the following:

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

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

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the meeting of the UMC Governing Board held on January 25, 2023. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on December 7, 2022 and January 4, 2023; and take action as deemed appropriate. (*For possible action)*

5. Approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on October 25, 2022; and take action as deemed appropriate. *(For possible action)*

6. Ratify the Amendment Number Two to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Amendment Number Two to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; and take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Amendment 1 to Specimen Collection Pricing & Commitment Agreement with Becton, Dickson and Company for specimen collection tubes and related supplies; authorize the Chief Executive Officer to execute any future amendments or renewals within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Service Agreement with Eaton Corporation Electrical Engineering Services & Systems for Arc Flash Analysis; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Purchaser Services Agreement with Emerald Textile Services, Utah, LLC for linen management and distribution services; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Software Use Agreement with Strata Decision Technology, LLC for financial planning and decision support software subscription; authorize the Chief Executive Officer to execute extensions and amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Service Agreement with NOVA Geotechnical and Inspection Services, LLC d/b/a Universal Engineering Sciences for special inspections and material testing services; authorize the Chief Executive Officer to execute the extension option and amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Agreements with WellSky Corporation for blood bank software; authorize the Chief Executive Officer to execute amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the Chief Executive Officer to sign the Amendments to Lease Agreement with PNC Bank, National Association for endoscopy scopes and video

imaging equipment; authorize the Chief Executive Officer to execute future amendments or renewals; or take action as deemed appropriate. *(For possible action)*

15. Approve and authorize the Chief Executive Officer to sign the Agreement with ELITechGroup MDX LLC for Reagent Ordering & Service Support; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

16. Approve and authorize the Chief Executive Officer to sign the 340B Split Billing Services Agreement and the 340B Contract Pharmacy Services Agreement with Verity Solutions Group, Inc. for 340B administrator services; authorize the Chief Executive Officer to execute any extension options and amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

17. Approve and authorize the Chief Executive Officer to sign the Agreement with T Evans RNFA, LLC for Contractor Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

18. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for anesthesia locum tenens and CRNA staffing services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

19. Introduction and opening comments from Chairman John O'Reilly regarding the Governing Board 2023 Action Plan; and direct staff accordingly. *(For possible action)*

20. Receive a presentation regarding a UMC patient's experience; and direct staff accordingly. *(For possible action)*

21. Receive an update from Senator Fabian Doñate, Chair of the Senate Health and Human Services Committee, regarding the current Nevada Legislative session; and direct staff accordingly. *(For possible action)*

22. Receive a presentation from Ron Roemer, Director of Director of Clinical Research and Compliance, regarding Clinical Trials Research, year in review and future activities; and direct staff accordingly. *(For possible action)*

23. Receive an educational presentation from Jamie King, Director of Pharmacy, regarding the 340B Program at UMC; and take any action deemed appropriate. *(For possible action)*

24. Receive a presentation from Douglas Moser, Director of Materials Management regarding Supply Chain; and direct staff accordingly. *(For possible action)*

25. Receive an update on the status of FY23 Organizational Performance Goals; and take any action deemed appropriate. *(For possible action)*

26. Receive the monthly financial report for January FY23; and take any action deemed appropriate. *(For possible action)*

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

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

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

30. Closing comments from Chairman John O'Reilly; and direct staff accordingly. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

32. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

University Medical Center of Southern Nevada
Governing Board Meeting
January 25, 2023

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, January 25, 2023
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:07 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

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

Ex-Officio Members:

Present:
Dr. Meena Vohra, Chief of Staff
Steve Weitman, Ex-Officio

Absent:
Barbara Fraser, Ex-Officio
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Harry Hagerty (Excused)

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Shana Tello, Academic and External Affairs Administrator
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary

DRAFT

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers:

Debbie Springer – Public Sector Executive Vice President for SEIU

Chair O'Reilly inquired as to which agenda item the speaker was addressing her comments upon, realizing this was a general comment ment for the final public comment.

The Board moved on to the next agenda item to approve the minutes of the previous meeting.

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on December 14, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the December 2022 and January 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on December 27, 2022 and January 24, 2023; and take action as deemed appropriate. *(For possible action)*

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

- January Credentialing Activities

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- All Payer Hospital Agreement
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the First Amendment to Provider Services Agreement with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Medicare Comp Amendment – Redacted
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Amendment to Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Preferred Provider Agreement
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Provider Agreement with Alireza Farabi, M.D., P.C. for Professional Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Provider Agreement
- Disclosure of Ownership

ITEM NO. 9 Ratify the Professional Services Agreement for Cardiovascular Anesthesiology On-Call Coverage with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Second Amendment to Agreement for Promotion, Advertising, & Marketing Services with RR/CRR Holdings dba B&P Advertising; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- Agreement for Advertising and Marketing
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Agreement for 340B Recovery Services with Cloudmed Solutions, LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Service Agreement
- Business Associate Agreement
- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the First Amendment to Acknowledgement Form with Laboratory Corporation of America Holding and its Subsidiaries for reference laboratory testing service; authorize the Chief Executive Officer to execute future Amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Acknowledgment Form
- Sourcing Letter

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Master Service Agreement with Encompass Studio for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Master Services Agreement
- Disclosure of Ownership

ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Professional Service Agreement with EV&A Architects for Trauma 4 & 5 Patient Room Design; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Service Agreement
- Disclosure of Ownership

ITEM NO. 15 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Professional Service Agreement for Architectural Design of UMC's exterior campus façade with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Professional Services Agreement – Amendment 2

ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Guaranteed Maximum

Price Amendment for RFP No. 2022-02 ReVITALize UMC Façade Project with Martin-Harris Construction, LLC for construction services as the Construction Manager at Risk; authorize the Chief Executive Officer to exercise amendments and necessary change orders within the not-to-exceed amount of this Project; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Guaranteed Maximum Price Amendment

ITEM NO. 17 Award Bid No. 2022-11, West Loading Dock Remodel, to Monument Construction, 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)*

DOCUMENT(S) SUBMITTED**:**
- Bid Form
- Notice of Award
- Disclosure of Ownership

ITEM NO. 18 Approve and authorize the Chief Executive Officer to sign the First Amendment to Coding Services Agreement with Medovent Solutions; authorize the Chief Executive Officer to exercise any future Amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- First Amendment to Coding Services Agreement
- Disclosure of Ownership

ITEM NO. 19 Approve and authorize the Chief Executive Officer to sign the Agreement with Steris Corporation for Surgical Lights and Equipment Booms; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Agreement
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 20 Approve and authorize the Chief Executive Officer to sign the Service Order Agreement for Network Infrastructure Equipment with Switch; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Service Order
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Mackay that Consent Items 4-20 be approved as presented. Motion carried by unanimous vote. Chair O'Reilly abstained from Item 15.

At this time, Chair O'Reilly requested a brief pause to confer with General Counsel.

Chair O'Reilly stated that noticing that there were several individuals in the audience that were present to speak during the public comment section at the end of the meeting, it was requested to take the public comment that is reserved for the end of the meeting to be done at this time; counsel advised that there would still be a public comment section reserved for the end of the meeting as well.

At this time public comment was heard:

Speaker: Debbie Springer, Las Vegas

My name is Debbie Springer and I am the Public Sector Executive Vice President for SEIU Local 1107. I'm here today to speak up for the more than 3,400 workers SEIU represents at UMC. A dramatic shift in HR policy is creating an unhealthy environment for both patients and workers. This policy requires any worker to call in sick at least 8 hours before the beginning of their shift. Workers who don't meet the 8-hour threshold are being disciplined. I have already heard from workers who have had to go to work sick because they can't meet the 8-hour limit. That's not the best for them, that's not the best for our patients and it's not the best for our community. Have you ever woken up sick? Now decide whether to go to work or to be disciplined. Decide whether to go and treat cancer and COVID patients. Decide whether to go through the ordeal of an HR investigation. Decide if it's worth risking your job to stay home. That's ridiculous. Workers aren't allowed to call in sick during their shift or to fall sick during their shift. They have to find a cover before they're allowed to leave. So workers are just staying at work while they're sick. Is that what's best for the workers, for the patients, for the community? No. This is no way to treat employees, especially front line workers who carried our community on or backs during the pandemic. Employees should not fear discipline and be afraid to use their sick leave when they need it. We have worked together with management in the past to resolve our differences. The present issue should be no different. The relationship between members and hospital leadership has been cooperative and healthy. We even hosted a job fair together last week. UMC is the only public hospital in southern Nevada. The community would not want this kind of treatment toward their healthcare workers that care for them when they need them most. Our request is that we come up with a reasonable and fair solution for all workers at UMC. Thank you.

Speaker: Elizabeth Bolhouse, Las Vegas

My name is Elizabeth Bolhouse and I am the SEIU Chief Nursing Stewart. I represent over 1,400 CNAs here, and I'm just here to say that the 8-hour call off rule is not reasonable, it's not fair and it's not working. What's happening is that people are coming in to work and they are leaving the shift sick, because they'll

still get the absence occurrence, but they won't get the discipline for the less than 8-hour notice. It is much easier to staff a plan at the beginning of a shift knowing that you are short, than have someone leave midway. In 2014, SEIU negotiated with UMC to remove the rule that said to leave with less than 2-hour notice you would not get paid, (inaudible), to save their time for a later date. And we collaborated with UMC because we did not want that to happen. We want our staff to take care of our patients and to do our job well. This 8-hour rule has been in the contract for over a decade. It's never been enforced; it's never been a disciplinary measure. And the fact that we're healthcare professionals. Ms. Bolhouse referred to Article 37 of the Attendance Policy that has 5 sections. If there is a minority abusing the system, please don't throw the book at all of us, because it truly disheartens those who work hard. Management has a responsibility to enforce the contract and I don't think management has done their job. Thank you.

Speaker: Theresa McGowan, Las Vegas

My name is Theresa McGowan and I am Chief Ancillary Stewart of SEIU at UMC, my second term. The reason why I am here today is to ask that Article 37; I did some research, I went through some past contracts in the SEIU office. Article 37 has not been changed since 1999. It has never been enforced. It has never been an issue. It has never been this severe. An example of an employee who called in to work less than 8 hours was given. There is no disciplinary track and it hasn't changed. My concern and the reason I am speaking today, this contract that I hold dearly, I live by, this is being misrepresented. The word must, the word shall, the word required, is nowhere in Article 37 when it comes to calling off. It says responsible. Ninety percent of the 4,065 employees here are responsible to call in with ample notice. The ten percent that's not or abusing, setting trends, it's that 10%. But basically its management, they're inconsistent in following the CBA. We wouldn't have this problem if there was more consistency. Thank you.

Chair O'Reilly stated that the comments in public comment are not for debate. He emphasized that all comments that are made are taken very seriously and he assured that management takes the comments seriously also. He asked that Mr. Van Houweling comment on these challenges that are created due to absenteeism during his CEO report. Chair O'Reilly thanked everyone for coming.

At this time, the Board continued to the Section 3.

SECTION 3: BUSINESS ITEMS

ITEM NO. 21 Receive a presentation from Shana Tello, UMC Academic and External Affairs Administrator, regarding the upcoming legislative session; and direct staff accordingly. *(For possible action)*

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

DISCUSSION:

Shana Tello, Academic and External Affairs Administrator provided a high level overview of the upcoming 82nd Legislative Session.

A review of the recent State and Federal election results was provided, as well as a list of the current local representatives that oversee and assist UMC.

The 82nd Legislative session starts on February 6th and ends on June 6th; the session lasts for 120 days. There are 94 healthcare related BDRs in legislation that could currently impact UMC, as well as the healthcare industry as a whole. The challenges that are experienced and the goals for the upcoming legislative session were discussed. Ms. Tello also gave a brief overview of the Governor's State of the State address, which was very encouraging for our state.

A list of items that are a focus for the new Administration, as well as State Budget and State Budget information was reviewed. Federal and State legislative priorities for 2023 were also discussed. It was noted that the public health emergency is expected to end spring of 2023. Key expected healthcare legislation include Medical Malpractice Reform, Medicaid Provider Fee Program, Nursing Ratios and Nurse Licensure Compact. A timeline of the budget and budget overview was shown.

UMC's legislative review for the 2023 session include modernization to NRS 450, CRNAs, Healthcare Worker Violence and the 340B Drug Pricing Program.

A high level review of some of the bills from the last legislative session and governmental activities that UMC supported were shown.

FINAL ACTION:
None

ITEM NO. 22 Review and discuss the potential topics for the Governing Board 2023 Action Plan calendar; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Chair O'Reilly thanked all of the Board members for their participation in the Governing Board survey. He highlighted the importance of reviewing and focusing on the following topics that should be discussed during CY2023:

- Expand the strategic planning discussion;
- Establish a strong financial position, maintain and improve it;
- Improve contracts with payors and vendors;
- Improve the position of the hospital in the community;
- Focus on and expedite the Magnet status approach and commitment, as well as improve Leapfrog scores;
- Additional focus on the sacred six service lines and other service lines;

- Work with UNLV to expedite to provide a greater and more significant Academic Health and Science Center
- Focus on community health needs and expand collaborative partnerships;
- Continue to understand and improve the collaboration with physician leaders and medical staff.

These are just a few topics that should be focused on during the year. Ratings were consistent with prior years.

Chair O'Reilly suggested that an extended meeting be scheduled for February to address the aforementioned topics, as well as any other subject matter that the Board would consider important for discussion. Please reach out if you have any specific items that you would like to discuss.

FINAL ACTION:
None

ITEM NO. 23 Receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Member Ellis provided a report on the meeting held on Monday, January 23, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The Committee discussed minor changes related to the FMLA policy, which were approved by the committee.

Next, the Committee received an update on employee hiring and staff turnover. The percentage of staff turnover includes per diem employees. It was noted that there have been more hires than terminations. Tracking of the per diems will be done separately. Lastly, the Committee reviewed exit survey data. Terminations by department will be tracked.

Emerging issues were discussed and after last call for public comment, the meeting was adjourned.

FINAL ACTION:
None

ITEM NO. 24 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, January 18, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report regarding financial results from November and December FY23 and year to date financials, which included trended stats and data were reviewed. Strong admissions continue which resulted revenues in excess of budget. SWB continues to be above budget. Surgeries were also below budget for the month of December. Key financial indicators were reviewed. Average length of stay continues to be of concern and focus of management. There were two new indicators reported for the Telemedicine and Orthopedic Clinic.

Next the status of the FY23 Performance Goals were reviewed.

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

Emerging issues were discussed, there was no public comment and the meeting adjourned at 3:16 PM.

FINAL ACTION:
None

ITEM NO. 25 Receive the monthly financial report for November and December FY23; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
November and December FY23 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for November and December FY2023.

The key indicators for November showed strong admissions, above budget almost 3%. The AADC remains high, 7.5% above budget. Average length of stay dropped to 6.41 days. Overall acuity was 1.82 and Medicare CMI was 1.94. Inpatient surgeries were down 17%. Outpatient surgeries were down 29%. There were 11 transplant cases. ER visits were significantly over budget, 9%. Quick cares were up 23% above budget and primary cares were almost 20% above budget. New indicators: in Telehealth, there were 667 visits for the month. November was the first month of Orthopedic Clinic volumes with 665 patients. Deliveries were 12% above budget.

The income statement for the month showed net revenue above budget $3.6 million and operating expenses were $2.3 million. Total income from ops was $1.6 million on a budgeted loss of $400K.

Key indicators for December admissions were 2,006, which is a record. The AADC remains high, length of stay was 7.33. Overall hospital acuity was 1.90 and Medicare CMI was 1.88. Surgeries were down 2.2% and outpatient surgeries were down 26%. There were 8 transplants. ER visits were approximately 3% above budget. Quick cares were up 12% above budget and primary cares were almost 12% above budget. Telehealth visits were at 729 for December and outpatient Orthopedic was 658. There were 137 deliveries.

The income statement for the month showed net revenue above budget $5.7 million and expenses were $8 million above budget. Total income from ops showed a loss of $1.7 million. The year to date income statement were next reviewed.

Salaries, wages and benefits were $4 million higher for the month; staff has been doing well managing overtime. All other expenses were reviewed. Utilities continue to be higher than expected.

She informed the Board that the budget process will begin soon.

Chairman O'Reilly asked about challenges and the economic burden that occurs due to employee call-ins and non-productive time. Ms. Wakem responded we budget 10% of non-productive time and at UMC we run at 15%. We have to hire more because there is a greater usage on non-productive time. People end up in overtime and we have to back-fill staff, which is costly.

FINAL ACTION:

None

ITEM NO. 26 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

The Dean was not present for today's meeting.

FINAL ACTION:
None

ITEM NO. 27 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

CEO Update

DISCUSSION:

Mason Van Houweling, UMC CEO provided the following updates:

Maria Hernandez was recognized as Employee of the Year for 2022. Congratulations!

- Anesthesia – There are now 12-15 rooms operating and surgical volume is increasing. There are 4 rooms dedicated to orthopedic surgeries.
- Length of Stay
- Transfers – UMC is ranked #1 in kidney survival rates and wait times.
- First Pancreas Transplant - The first transplant at UMC was successful.
- UMC Career Fair – Desert Springs is closing. A career fair was held for those employees. There were 108 hires 54 full-time and 54 per diem.
- Re*Vitali*ze Update – Thank you to the Board for your approval of this project.
- Public Safety – Metal detection devices are being installed throughout the hospital.
- Increase in CPR Classes
- UMC Event Medicine
    - Dr. Ketan Patel – has been appointed co-chair NHL Medical Standards Committee
- Human Trafficking Conference – this will educate staff on how to identify victims.
- Mr. Van Houweling reviewed the UMC Community brochures of recent activities and events.

Lastly, Mr. Van Houweling addressed the comments that were made during public comment period regarding UMC's call in policy. We value all of our employees at UMC, we depend on them and we need them supporting at the bedside. He spoke about how UMC and SEIU have worked together for many years to make this the best hospital in the state. UMC continues to grow despite challenges. He continued, stating that patients need and deserve 8 hours. Daily over 200 employees call out for various reasons.

This is about readiness, this is about notification and this is about allowing our staff and management to staff and provide the care that they deserve. We need our employees and it takes all of us. He stated, "We hear you and we take this seriously." We will continue to work with union leadership for a solution. This is a Team UMC issue. The discussion continued regarding this subject matter.

FINAL ACTION:
None

ITEM NO. 28 Review and accept the standing Committee assignments for the calendar year 2023; and take any action deemed appropriate. *(For possible action)*

DISCUSSION:

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

FINAL ACTION:

A motion was made by Member Haase to confirm the Committee assignments for the calendar year 2023. Motion carried by unanimous vote.

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

SECTION 4: EMERGING ISSUES

ITEM NO. 29 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

None

FINAL ACTION:
None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called.

Speaker: Elizabeth Bolhouse, Las Vegas

Ms. Bolhouse said that she loves UMC. She has spent 23 years of her life here. There is a mathematical problem, there are 3 surge units open and they exceed the bed capacity of 4 South, which takes 68 people to run it. How is it there 3 surge units open and need an additional 68 people to run them 24/7 and we are not short staffed and call-ins are not a problem? We are not adequately staffed. Abuse of call-ins is a problem, I agree. But if the 8 hour rule has been in place since 1999, then why is it just now being enforced? Something's not adding up. The math is not adding up. Thank you.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 3:41 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UMC Policies and Procedures**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the UMC Governing Board approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on December 7, 2022 and January 4, 2023; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 22, 2023

Agenda Item #

4

December 7, 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 36 Approved, 12 Retired

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
IRB Policies and Procedures Manual	Revised	Approved as Submitted	Revised review time from at least annually to at least every three (3) years. Removed all references to Legally Authorized Representative (LAR) as the State of Nevada does not recognize LAR in research. Vetted by Director of Clinical Research and Compliance.
Electronic Health Record Documentation	Revised	Approved as Submitted	To have a policy that outlines Documents/Responsible Parties and Timelines for completion. Updated any EMR to EHR. Removed HRIC information from policy as that committee is not active at this time. References reviewed. Request to reinstate by Chief of Staff and Med Staff Services. Changing it to say APPs instead of APRNs next to Practitioner definition on the last page. References reviewed. Vetted by Medical Staff Services and HIM Director.
Influenza Policy	Revised	Approved as Submitted	Updated policy to current guidelines; removed specific vaccine names; made mask mandate same as COVID vaccine policy. Updated references. Vetted by Infection Control Director,

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			Employee Health and Infectious Disease Medical Director.
Influx of Infectious Patients Plan	Revised	Approved as Submitted	Yearly update; minimal changes, CDC tables taken out of plan with replace only with CDC hyperlinks. Reviewed references, vetted by Infection Prevention.
Airborne Precautions	Revised	Approved as Submitted	GeneXpert updated on current collection practice. References reviewed, vetted by Infection Prevention.
Medical & Dental Staff Peer Review	Revised	Approved as Submitted	Placed on new template. Reorganized document to streamline flow. Edited language within the policy/procedure and related attachments. Aligned P/P with OPPE/FPPE P/P. Updated references, vetted by PIC.
Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE)	Revised	Approved as Submitted	Placed on new template. Reorganized document to streamline flow. Edited language within the policy/procedure and related attachments. Aligned P/P with the Medical and Dental Staff Peer Review P/P. Added recently approved language by the MEC relative to thresholds for evaluation and discussion with Department Chief or designee including guidance for improvement action plans. Updated references, vetted by PIC.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Transfer and Maintenance of Accounts to and from Collection Agency	Revised	Approved as Submitted	Review/update to current criteria for closure. Vetted by Patient Accounting Department.
Magnetic Resonance Imaging Safety	Revised	Approved with Changes	Added to new template. Revised for current process. Added Pediatric bands to be removed prior to MRI. Reviewed references. Vetted by Imaging Services Director.
Pregnancy Testing and Radiation Protection	Revised	Approved with Changes	Added to new template. Updated title from "Direct Beam Exposure to Patients During Child Bearing Years". Revised to reflect current practice, removed MRI contrast and clarified child bearing age and testing. Updated references. Vetted by Radiologic Services Director.
Anticoagulation Reversal Guideline	Revised	Approved as Submitted	Scheduled review. Updated to new template. Reviewed references, vetted by ACNO, Trauma.
Trauma Overload	Revised	Approved with Changes	Scheduled review. Updated to new template. Reviewed references, vetted by ACNO, Trauma.
Pediatric and Adult Emergency Department Activations	Revised	Approved with Changes	Scheduled review. Updated to new template. Reviewed references, vetted by ACNO, Trauma.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Obstetrical (OB) Hemorrhage/Code Crimson	New	Approved as Submitted	Revision of our PPH and name change to Obstetrical Hemorrhage to meet the regulations put in place by TJC. Addition of 'Code Crimson' and steps to outline, for each stage, how we will care for the hemorrhaging patient, when and how to call a Code Crimson and who will be involved. This policy was vetted by OB – MD Chair of Committee, Director – Mat/Child, Pharmacy, Blood Bank, Public Safety.
Shaken Baby Syndrome Education	Revised	Approved as Submitted	Updated names to reflect current titles of pamphlets, checklists and educational materials. Vetted by Trauma Outreach and Injury Prevention Program Coordinator. References updated.
Consignment Inventory and Reconciliation	Revised	Approved as Submitted	Changed Materials Management to Supply Chain Services. All other information is current. References reviewed. Vetted by Supply Chain Director and CFO.
Disposition of UMC Property	Revised	Approved as Submitted	Changed department name from Materials Management to Supply Chain Services. Included Adobe Sign as a means to submit the property disposition form. Reviewed references. Vetted by Supply Chain Director and CFO.
Value Analysis Program	Revised	Approved as Submitted	Policy has been updated on new template. Changes in department name from Materials Management to Supply Chain Services. Took out

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			the need for a Value Analysis Committee to a more focused approach by stakeholder(s). References reviewed. Vetted by Supply Chain Director and CFO.
Vendor Access Roles and Responsibilities	Revised	Approved as Submitted	Removed "teal" colored scrubs and replaced with provided scrubs. Changed ScrubEx and VendEx to UMC's scrub vending machines. Replaced Materials Management with Supply Chain Services. Removed UMC's Dock Entrance as an entry point for Vendors. Kiosk Downtime Procedures now states that the vendor must sign in with the concierge desk for access in the event kiosks are not operational. References reviewed. Vetted by Supply Chain Director.
Pediatric Unit Standards of Care	Revised	Approved with Changes	Updated Standards of Care based on ANA Scope and Standards for Pediatric Nursing. References updated, vetted by Pediatric Manager & Director.
Access and Disclosures for Treatment	Revised	Approved as Submitted	Standard review to keep current with schedule. No policy changes needed. References reviewed. Vetted by Privacy Officer.
Assessment for PHI Compromise & Notification	Revised	Approved as Submitted	Standard review to bring current with schedule. Updated to current policy format. Added statement about contemporaneous documentation. Reviewed references. Vetted by Privacy Officer.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Copy Fees for Patient Records	Revised	Approved as Submitted	Review to bring up to date with schedule. Updated content to new policy format. No material policy changes. Clarified that UMC may waive copy-fees where a barrier to access exists or fee is incidental. Added regulatory references. Vetted by Privacy Officer.
PHI Disclosure Accounting	Revised	Approved as Submitted	Standard review to bring current with schedule. Updated to new policy format. Clarified that disclosure accounting may occur via form or EMR. Added elements of a disclosure recording. Reviewed references. Vetted by Privacy Officer.
PHI Disclosures for Health Oversight Activities	Revised	Approved as Submitted	Standard review to update to schedule. Updated to current policy format. Added statement that staff should escalate requests for PHI where identity or authority is in question, or the request is outside of normal procedure. The addition of this statement aligns with training material. References reviewed. Vetted by Privacy Officer.
PHI Disclosures for Law Enforcement	Revised	Approved as Submitted	Standard review to bring current with schedule. Updated to new policy format. Added clarification to section regarding reviewing administrative requests. Reviewed references. Vetted by Privacy Officer and Legal.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
PHI Disclosures for Other Specialized Activities	Revised	Approved as Submitted	Standard review to update to schedule. Updated to current policy format. Added statement that staff should escalate requests for PHI where identity or authority is in question, or the request is outside of normal procedure. The addition of this statement aligns with training material. Reviewed references. Vetted by Privacy Officer.
Facilitated Tours & Visitors Safeguards	Revised	Approved as Submitted	Standard review to bring current to schedule. Updated to current policy format. References reviewed. Vetted by Privacy Officer.
Identity- Authority- Authorization	Revised	Approved as Submitted	Standard review to update to schedule. Updated to current policy format. Added statement that staff should escalate requests for PHI where identity or authority is in question, or the request is outside of normal procedure. The addition of this statement aligns with training material. References reviewed. Vetted by Privacy Officer.
Patient Directed & Authorized Disclosures	Revised	Approved as Submitted	Standard review to bring policy in line with schedule. Updated policy to new policy format. Deleted section stating PHI subject to CLIA is exempt from patient access requirements in order to bring this section into compliance with regulation. Reviewed references. Vetted by Privacy Officer.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Use and Disclosure of PHI for Payment and Healthcare Operations	Revised	Approved as Submitted	Standard review to bring current with schedule. Updated to new policy format. No policy updates. References reviewed. Vetted by Privacy Officer.
Patient Requests for Confidential Communications	Revised	Approved as Submitted	Standard review to bring in line with schedule. Updated to new policy format. Added that use of the UMC form is available but not required. References reviewed. Vetted by Privacy Officer.
Requests for Restrictions on Use or Disclosure of PHI	Revised	Approved as Submitted	Standard review to bring current to schedule. Updated to new policy format. References reviewed. Vetted by Privacy Officer.
State Law Preemption and HIPAA	Revised	Approved as Submitted	Standard to review to bring to schedule. Updated to new policy format. No policy updates. References reviewed. Vetted by Privacy Officer.
UMC Organized Health Care Arrangement (OHCA)	Revised	Approved as Submitted	Standard review to bring policy current to schedule. Updated policy to current policy format. References reviewed. Vetted by Privacy Officer.
Central Line Vascular Access Device - Adult	Revised	Approved with Changes	Update to accessing dialysis catheters, minor grammatical changes. Added to new template. Vetted by Clinical Director of Medical Surgical Services and Chief of Staff.

January 4, 2023 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 48 Approved, 0 Retired

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Environmental Monitoring and Testing for Infection Control	Revised	Approved as Submitted	Added verbiage about safe storage and specific to shipping and corrugated boxes. Updated references. Vetted by Infection Prevention.
Notification to a Guardian's Office of Discharge or Transfer of Their Adult Ward	Revised	Approved as Submitted	Added to new template. Included bedside nursing and ED in requirements to notify Guardian's office when appropriate. Vetted by Care Management Director.
Use of InterQual: Admission and Continued Stay Review	Revised	Approved as Submitted	Entered into new format, removed MCG references, updated PA process, updated language to reflect regulatory changes. Updated title from "Medical Necessity Criteria". Reviewed references. Vetted by Care Management Director.
Adoption Policy	Revised	Approved as Submitted	Type of adoption agency being coordinated. Vetted by Care Management Physician Advisor and CFO.
Radioactive Pharmaceutical Injection	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Imaging Services.
Processing Patient Communication Requests	Revised	Approved as Submitted	Added MyChart patient messaging/request and employee response. Add all telephone

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			encounters must be documented in E.H.R. Remove one-month refill. Vetted by Medical Director of Primary Care and Medical Director of Ambulatory Care.
Abnormal Results – Ambulatory Services	New	Approved with Changes	New policy. Vetted by Medical Director Ambulatory Care.
Intake of Distressed Patient in Quick Care (Nurse to the Front)	Revised	Approved as Submitted	Added the Process for intake and rooming to be based on Provider intake or CN. Added References. Vetted by Medical Director Ambulatory Care.
Code Blue Procedures and Preparedness for Offsite Patient Care Areas	Revised	Approved with Changes	Added, specific information of location of suction devices, the Certification of BLS of employees, accordantly with UMC policy and Procedure. Changed mock codes frequency from quarterly to biannually. Added debriefing to be done after each mock code. Added BLS certification training through the year. Vetted by Primary Care and Quick Care Medical Directors.
Chief Complaint, Acceptable Terminology	Revised	Approved as Submitted	Changed policy statement, added primary care chief complaint for follow up appointments. Vetted by Medical Director of Ambulatory Care.
Call Center Guidelines in Ambulatory Care	Revised	Approved as Submitted	Removed no show charges. Added references. Remove Call Center will send a message to the TCM nurse via Epic when schedule appointment. Added TCM nurse

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			intervention. Added E-checking registration. Added offering Telehealth Appointments and need to be in the State of Nevada to see a telehealth provider. Added encouraging CE and AWV scheduling. Vetted by Medical Director of Primary Care.
Patient/Family Education/Instruction	Revised	Approved as Submitted	Added family to the policy statement to the learner subject from clinical staff teaching. Added the importance to find out preferred learning method for the patient. Include family members in the education process. Added that the clinical staff or the clinical lab assistant will instruct about any of the POC testing performed in the clinic. Removed UMC hospital pharmacy instructions, as we do not have outpatient pharmacy at this time at UMC. Required clinical staff to provide information about medications, reinforced teaching on 1st dose new meds. Added use of the language line. Vetted by Medical Directors of Ambulatory Care and Primary Care.
Evacuation Procedure for Offsite Clinics	Revised	Approved as Submitted	Added F to K points. Vetted by Medical Director of Primary Care.
Ambulatory Care Clinical Documentation	Revised	Approved as Submitted	Added documentation of medication reconciliation, plan of care, reporting to agencies like Animal Control, Child abuse and

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			Neglect, documentation of problem list. Added complete list of continuity of care documentation, SOGI, social and personal information. Vetted by Medical Director of Ambulatory Care.
Staff Meetings and Huddles – Ambulatory Services	Revised	Approved with Changes	Added huddles, staff meeting minutes will be accessible online. Change title staff meetings, added huddles. Vetted by Medical Director of Ambulatory Care.
Transfer of the Patient from Primary Care to Quick Care	Revised	Approved as Submitted	Added in B -2 (If using down time forms). Vetted by Primary Care and Ambulatory Care Directors.
Code Purple "Lockdown"	Revised	Approved as Submitted	Added bullet, Procedure 3, bullet 1. Overhead announcement expectations revised Procedure 3. Procedure 3, bullet 6-Reference made to additional notification system added to options. Revised staff response expectations, added bullet 3 regarding "Outside of lockdown area", minor verbiage revisions for other bullets. Bullet descriptions added for traffic around facility communication.
Use of Lockers	Revised	Approved as Submitted	Structured policy to outline headings for scope, purpose, policy and procedure. Added, policy 4 a, 9, 9a, 9b. Vetted by Public Safety.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Prevention of Retained Foreign Objects	Revised	Approved with Changes	Used 2022 AORN guidelines to update areas of the policy and added the section on FOAM. Reformatted bullets points and numbering. Updated references. Vetted by Clinical Manager of Surgical Services/Operating Room, Clinical Educator, Clinical Director of Specialty Services.
Forced Air Warming, Use of	Revised	Approved as Submitted	Updated policy to new template. Reviewed references. Vetted by Surgical Services/OR Clinical Manager.
Qualifications for Hire for Clinical Areas	Revised	Approved as Submitted	Added language for CRP qualifications. Added requirement for CPI class for 2 South and PA's. Added requirement for 1400 RN's to receive on-sire Transplant and FLAP education. Removed NRP allowance to obtain within 6 mos. Removed FBCC requirements. Deleted oncology requirements. Vetted by ACNO and Chief HR Officer.
Look Alike/Sound Alike Drugs (LASA)	Revised	Approved as Submitted	Minor wording changes; removal of targeted drugs based on formulary changes; addition of drugs based on identified risks at UMC. References reviewed, vetted by Pharmacy Department and Patient Safety Director.
Pharmacy Department Dress Code	Revised	Approved as Submitted	Removed extraneous and repetitive language. Reviewed references. Vetted by Pharmacy Department.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Filling Medications and Outdates in the Automated Dispensing Cabinet (ADC)	Revised	Approved as Submitted	Created two distinct sections; added clarification about designated staff refilling devices in offsite clinics; clarified that barcode scanning is used 100% of the time and no longer have a manual process. Vetted by Pharmacy Department.
Orientation, Training and Competency of Pharmacy Staff	Revised	Approved as Submitted	Removed extraneous language. Updated to reflect current practice. Vetted by Pharmacy Department.
Drug Outdates	Revised	Approved as Submitted	Removed extraneous language. Added in guidance developed on how soon to pull medications that are close to expiring based upon system. Vetted by Pharmacy Department.
Intrathecal Preparation	Revised	Approved as Submitted	Updated template, reviewed references. Vetted by Pharmacy Department.
Reissuing of Medications	Revised	Approved as Submitted	Changed name from “Recycling of Sterile Products” in order to include all drug products. Reviewed references, vetted by Pharmacy Department.
TeleSitter Continuous Video Monitoring	New	Approved as Submitted	New policy. Vetted by ACNO, Director of Medical Surgical Services.
Accounting for Expired, Obsolete and Damaged Goods	Revised	Approved as Submitted	Changed Materials Management to Supply Chain Services. In section B, added procedure for damaged product. In section E, added the

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			word traded as a method of disposition. Updated references. Vetted by Director of Supply Chain Services.
Physician Owned Distributorship	Revised	Approved as Submitted	Updated to new template. Reviewed references. Vetted by Compliance Officer.
Burn Care Unit, Criteria for Admission, Triage, and Discharge	New	Approved as Submitted	Combined Patient Access/Admission of Patients Policy I-23.1, Availability of Burn Beds for Use by Other Services, Criteria for Discharge and Follow-up Care, Admission Process to Lions Burn Care Center Through PIC or Peds Emergency Dept, and Admission Process to the Lions Burn Care Center Through the Trauma Resuscitation Dept. Added Prioritization. Updated verbiage to match current practice. Approved by Dr. Saquib Burn Medical Director, Cathy Downey, BCT Manager, Ryan Moar, BCU Manager, Diane Knapp, Critical Care Director.
Burn Activation Guideline	Revised	Approved as Submitted	Added item “all burn patients are to be evaluated in the Trauma Emergency Department”. Vetted by Burn Director and Burn Program Manager.
Guidelines for Burn and Anesthesia	Revised	Approved as Submitted	Added: “Mechanically ventilated patients should be transported to the OR on a mobile ventilator” with rational, and “if conscious sedation is expected to last longer

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
			than 30 minutes, taking the patient to the OR is highly recommended" with rational. Vetted by Burn Director, Anesthesia Medical Director and Burn Program Manager.
Burn Diagram Initiation and Utilization	Revised	Approved as Submitted	References updated, placed in new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Consultation for Outpatient Burn – Doctor Referrals	Revised	Approved as Submitted	Transferred to new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Burn Photography	Revised	Approved as Submitted	Placed in new template. Updated first boxes under procedure to align with current Conditions of Admissions language and current practice. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Split Thickness Donor Sites, Care Of	Revised	Approved as Submitted	Transferred to new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Compression Therapy	Revised	Approved as Submitted	Transferred to new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Split Thickness Graft, Autograft, Care Of	Revised	Approved as Submitted	Transferred to new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Dressing Changes	Revised	Approved as Submitted	Transferred to new format. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Heat Shield	Revised	Approved as Submitted	Transferred to new template. Vetted by Burn Director, BCT Manager, BCU Manager, Critical Care Director and Burn Program Manager.
Critical Congenital Heart Disease (CCHD) Screening in the Newborn	Revised	Approved as Submitted	Placed into new template. References reviewed. Vetted by NICU Clinical Manager.
Admission of Well Newborn	Revised	Approved as Submitted	Placed into new template. References reviewed. Vetted by NICU Clinical Manager.
Newborn Hearing Screen	Revised	Approved as Submitted	Put into new template. References reviewed. Vetted by NICU Clinical Manager.
Neonatal Resuscitation	Revised	Approved with Changes	Put into new template. Reviewed references. Vetted by NICU Clinical Manager.

POLICY NAME	NEW/REVISED	HPP COMMITTEE DECISION	SUMMARY
Neonatal Intensive Care Unit Nursing Standards of Care/Practice Guidelines	Revised	Approved with Changes	Put into new template. New policy added to MCN. Vetted by Chief of Staff, Dr. Banfro, Dr. Reyes, Dr. Ezeanolue, Clinical Director Maternal Child and NICU Clinical Manager.
Release of Pediatric Patient on Discharge	Revised	Approved as Submitted	Put in the new template. Cross referenced Lippincott and added the source. References updated. Vetted by Chief of Staff, Clinical Director Maternal Child, NICU Clinical Manager and PICU Manager.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendments to Medical and Dental Staff Bylaws and Rules & Regulations**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on October 25, 2022; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The UMC Governing Board is responsible for the review and approval of the UMC Medical and Dental Staff Bylaws and Rules & Regulations, subject to final approval by the Board of Hospital Trustees.

At its meeting on October 25, 2022, the UMC Medical Executive Committee recommended approval of amendments to the Medical and Dental Staff Bylaws and Rules & Regulations, subject to the completion of the approval process set forth in Part I, Section 9 of the UMC Medical and Dental Staff Bylaws. The proposed amendments relate to changes recommended by the UMC Medical and Dental Staff during the course of the past year.

For a complete review of the proposed amendments, please see the attached red-line version of the UMC Medical and Dental Staff Bylaws and Rules & Regulations.

Cleared for Agenda
February 22, 2023

Agenda Item #
5

MEMORANDUM

MEDICAL STAFF SERVICES

SUBJECT: **Summary of Bylaws, Rules & Regulations Revisions**

DATE: **1/31/23**

At its October 25, 2022 meeting, the Medical Executive Committee approved the following revisions to the Medical & Dental Staff Bylaws/ Rules & Regulations.

A. **Part I: Governance**

- **Section 3.1.1**: The Active Category Qualifications:

Members of this category must have served on the Medical Staff for at least one year and either: Been involved in at least twelve (12) UMC patient encounters within the preceding year or twenty four (24) UMC patient encounters within the preceding 2 years (i.e., a UMC patient encounter is defined as a UMC inpatient admission; UMC telemedicine visitation. UMC consultation; UMC inpatient or outpatient surgical procedure; or other patient encounters within UMC hospital or a UMC clinic); **AND**
Attended at least three (3) Medical Staff or hospital committee meetings a year.

- **Section 3.2.2:** The Affiliate Category Criteria: Replace the term **"section"** with **"subspecialty" (and in all parts of the Bylaws)**
- **Section 3.3: The Honorary Category :** They may attend the General Medical Staff meeting, social and educational meetings of the Medical Staff, and continuing medical education activities.
- **Sections 4.2.1, 5.1.1, 5.2.3 (and in all parts of the Bylaws):** Replace "Section/Section Chair" with "Subspecialty/Subspecialty Head"

B. **Part III: Credentials Procedures Manual**

- **Section 2.3.1 Exceptions: Medical Officers of the Armed Forces.** (reworded this section for accuracy related to the referenced Nevada Revised Statutes)

In accordance with NRS 449.2455, 635.015, 630.047, 630A.090, 632.316, and 633.171, medical officers of the Armed Forces of the United States may be authorized to provide medical care at UMC if the medical officer holds a valid license in good standing to provide such medical care in

the District of Columbia or any state or territory of the United States and the medical officer is rendering care as part of a training or educational program designed to further the medical officer's employment. In such circumstances, the UMC Medical Staff shall further exempt medical officers applying for Medical Staff appointment, reappointment, or clinical privileges from the requirements of a Nevada medical license and Nevada pharmacy certificate.

- **Section 10: Medical Administrative Officers**

A medical administrative officer is a practitioner engaged by the hospital either full or part time in an administratively responsible capacity. ~~, whose activities may also include clinical responsibilities such as direct patient care, teaching, or supervision of the patient care activities of other practitioners under the officer's direction~~. They shall not have clinical privileges, hold office or be eligible to vote.

Notwithstanding the preceding, if desired, each medical administrative officer may ~~must~~ achieve and maintain Medical Staff appointment and clinical privileges appropriate to his/her training ~~clinical responsibilities~~ and discharge staff obligations appropriate to his/her staff category in the same manner applicable to all other staff members.

Thank you.

University Medical Center of Southern Nevada
Medical and Dental Staff Bylaws
&
Medical and Dental Staff Rules and Regulations

MEDICAL AND DENTAL STAFF BYLAWS		MEDICAL AND DENTAL STAFF RULES AND REGULATIONS	
Approved By:	**Date**	**Approved By:**	**Date**
Medical Executive Committee	July 25, 2017	Medical Executive Committee	June 27, 2017
Governing Board	August 23, 2017	Governing Board	August 23, 2017
Board of Hospital Trustees	September 5, 2017	Board of Hospital Trustees	September 5, 2017
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	July 24, 2018	Medical Executive Committee	July 24, 2018
Governing Board	August 29, 2018	Governing Board	August 29, 2018
Board of Hospital Trustees	September 18, 2018	Board of Hospital Trustees	September 18, 2018
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	August 27, 2019	Medical Executive Committee	August 27, 2019
Governing Board	September 25, 2019	Governing Board	September 25, 2019
Board of Hospital Trustees	October 15, 2019	Board of Hospital Trustees	October 15, 2019
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	November 24, 2020	Medical Executive Committee	November 24, 2020
Governing Board	December 16, 2020	Governing Board	December 16, 2020
Board of Hospital Trustees	January 4, 2021	Board of Hospital Trustees	January 4, 2021
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	May 25, 2021	Medical Executive Committee	May 25, 2021
Governing Board	June 30, 2021	Governing Board	June 30, 2021
Board of Hospital Trustees	July 20, 2021	Board of Hospital Trustees	July 20, 2021
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	October 26, 2021	Medical Executive Committee	October 26, 2021
Governing Board	December 15, 2021	Governing Board	December 15, 2021
Board of Hospital Trustees	December 21, 2021	Board of Hospital Trustees	December 21, 2021
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	May 27, 2022	Medical Executive Committee	May 27, 2022
Governing Board	August 31, 2022	Governing Board	August 31, 2022
Board of Hospital Trustees	September 20, 2022	Board of Hospital Trustees	September 20, 2022

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Medical and Dental Staff Bylaws

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Section 1. Medical Staff Purpose and Authority

1.1 Purpose

The purpose of this Medical Staff is to organize the activities of physicians and other clinical practitioners who practice at University Medical Center of Southern Nevada in order to carry out, in conformity with these Bylaws, the functions delegated to the Medical Staff by the University Medical Center of Southern Nevada Board of Trustees.

1.2 Authority

Subject to the authority and approval of the Board of Clark County Commissioners, sitting as the Board of Trustees, the Medical Staff will exercise such power as is reasonably necessary to discharge its responsibilities under these Bylaws, associated Rules and Regulations, policies, and under the corporate Bylaws of the University Medical Center of Southern Nevada. Henceforth, whenever the term "the hospital" is used, it shall mean University Medical Center of Southern Nevada; and whenever the term "the Board" is used, it shall mean Board of Trustees or its delegated authority. Whenever the term "CEO" is used, it shall mean the Chief Executive Officer appointed by the Board to act on its behalf in the overall management of the hospital. The term CEO includes a duly appointed acting administrator serving when the CEO is away from the hospital. Whenever the term "Medical Staff" is used, it shall mean those professionally competent licensed independent practitioners, including physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who have been granted membership to the Medical and Dental Staff of University Medical Center of Southern Nevada in accordance with these Bylaws.

Section 2. Medical Staff Membership

2.1 Nature of Medical Staff Membership

Membership on the Medical Staff of the hospital is a privilege that shall be extended only to professionally competent physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who continuously meet the qualifications, standards, and requirements set forth in these Bylaws, associated Rules and Regulations, policies, and procedures of the Medical Staff and the hospital.

2.2 Qualifications for Membership

The qualifications for Medical Staff membership are delineated in Part III of these Bylaws (Credentials Procedures Manual).

2.3 Nondiscrimination

The Medical Staff will not discriminate in granting staff appointment and/or clinical privileges on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, genetic information, or disability unrelated to the provision of patient care or required Medical Staff responsibilities, or any other basis prohibited by applicable law, to the extent the applicant is otherwise qualified.

2.4 Conditions and Duration of Appointment

The Board shall make initial appointment and reappointment to the Medical Staff. The Board shall act on appointment and reappointment only after the Medical Staff has had an opportunity to submit a recommendation from the Medical Executive Committee (MEC) with the exception of emergency, disaster and temporary privileges. Appointment and reappointment to the Medical Staff shall be for no more than twenty-four (24) calendar months.

2.5 Medical Staff Membership and Clinical Privileges

Requests for Medical Staff membership and/or clinical privileges will be processed only when the potential applicant meets the current minimum qualifying criteria approved by the Board. Membership and/or privileges will be granted and administered as delineated in Part III (Credentials Procedures Manual) of these Bylaws. A practitioner who fails to meet the minimum qualifying criteria as set forth in Part III of these Bylaws shall be ineligible to apply for Medical Staff membership and/or clinical privileges.

2.6 Medical Staff Members Responsibilities

2.6.1 Each staff member and practitioner with privileges, must provide for appropriate, timely, and continuous care of his/her patients at the level of quality and efficiency generally recognized as appropriate by medical professionals in the same or similar circumstances.

2.6.2 Each staff member and practitioner with privileges must participate, as assigned or requested, in quality/performance improvement/peer review activities and in the discharge of other Medical Staff functions (including service on appropriate Medical Staff committees) as may be required.

2.6.3 Each staff member, consistent with his/her granted clinical privileges, shall participate in the on call coverage of the emergency department or in other hospital coverage programs as defined in the On Call Physician Policy.

2.6.4 Each staff member and practitioner with privileges must submit to any pertinent type of health evaluation as requested by the officers of the Medical Staff, MEC, Credentials Committee, Chief Executive Officer (CEO), and/or Department Chief when it appears necessary to protect the well-being of patients and/or staff, or as part of a post-treatment monitoring plan consistent with the provisions of any Medical Staff and hospital policies addressing physician health or impairment.

2.6.5 Each staff member and practitioner with privileges must abide by the Medical and Dental Staff Bylaws and any other rules, regulations, policies, procedures, and standards of the Medical Staff and hospital, including the Corporate Compliance Code of Conduct.

2.6.6 Each staff member and practitioner with privileges must provide evidence of professional liability coverage of a type and in an amount sufficient to cover the clinical privileges granted or an amount established by the Board, whichever is higher. In addition, staff members shall comply with any financial responsibility requirements that apply under state law to the practice of their profession. Each staff member and practitioner with privileges shall notify the Chief of Staff or designee within thirty (30) days of any and all malpractice claims filed in any court of law against the Medical Staff member or any settlement agreement regarding alleged malpractice which the medical staff member or practitioner may agree to. Failure to properly notify the Chief of Staff shall be grounds for discontinuance of processing of an application or reapplication for staff membership and privileges and/or the relinquishment, or limitation, of staff membership and privileges.

2.6.7 Each applicant for privileges or staff member or practitioner with privileges agrees to release from any liability, to the fullest extent permitted by law, all persons for their conduct, done in good faith and without malice, in connection with investigating and/or evaluating the quality of care or professional conduct provided by the Medical Staff member and his/ her credentials.

2.6.8 Each staff member and practitioner with privileges shall prepare and complete in timely fashion, according to Medical Staff and hospital policies, the medical and other required records for all patients to whom the practitioner provides care in the hospital, or within its facilities, clinical services, or departments.

a. All medical history and physical examinations must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy. A medical history and physical examination shall be completed for each patient at the hospital as follows:

i. For each hospital inpatient, patient under observation, or patient requiring anesthesia services, a complete medical history and physical examination shall be completed no more than seven (7) days before or twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services, when the medical history and physical examination is completed within seven (7) days before admission or registration.

ii. For each hospital outpatient procedure requiring only moderate sedation, a focused medical history and physical examination shall be completed no more than thirty (30) days before or twenty-four (24) hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure, when the medical history and physical examination are completed within thirty (30) days before admission or registration.

iii. For patients receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia, an assessment of the patient, in lieu of a comprehensive history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when performed in accordance with the policies established by the medical staff. The assessment must be completed and documented by a physician, an oral and maxillofacial surgeon, or other qualified licensed individual in accordance with State law and hospital policy.

b. The requirements related to complete history and physical examinations, focused history and physical examinations, and assessments in lieu of history and physical examinations are further delineated in the Rules and Regulations.

2.6.9 Each staff member and practitioner with privileges agrees that they shall not serve as the attending or consulting practitioner for any member of their own family. Medical Staff members and practitioners with privileges may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.

2.6.10 Each staff member and practitioner with privileges will use confidential information only as necessary for treatment, payment, or healthcare operations in accordance with HIPAA rules and regulations, to conduct authorized research activities, or to perform Medical Staff responsibilities. For purposes of these Bylaws, confidential information means patient information, peer review information, and the hospital's business information designated as confidential by the hospital or its representatives prior to disclosure.

2.6.11 Each staff member and practitioner with privileges must participate in any type of competency evaluation when determined necessary by the MEC and/or Board in order to properly delineate that member's clinical privileges. Each staff member and practitioner with privileges shall provide true and accurate information during the course of any evaluation, inquiry, or investigation of the practitioner's qualifications, conduct, competency, or suitability for medical staff membership and clinical privileges.

2.6.12 Each practitioner on the Medical Staff shall disclose to the Medical Staff any ownership or financial interest that may conflict with, or have the appearance of conflicting with, the interests of the Medical Staff or hospital. Medical staff leadership will deal with conflict of interest issues per the Medical Staff Conflict of Interest Statement.

2.7 Medical Staff Member Rights

2.7.1 Each staff member in the Active category has the right to a meeting with the MEC on matters relevant to the responsibilities of the MEC that may affect patient care or safety. In the event such practitioner is unable to resolve a matter of concern after working with his/her Department Chief or other appropriate Medical Staff leader(s), that practitioner may, upon written notice to the Chief of Staff two (2) weeks in advance of a regular meeting, meet with the MEC to discuss the issue.

2.7.2 Each privileged practitioner has the right to legal counsel, for Medical Staff organizational functions, only when in a fair hearing circumstance.

2.7.3 Each staff member in the Active category has the right to initiate a recall election of a Medical Staff officer by following the procedure outlined in Section 4.7 of these Bylaws, regarding removal and resignation from office.

2.7.4 Each staff member in the Active category may initiate a call for a general staff meeting to discuss a matter relevant to the Medical Staff by presenting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the MEC shall schedule a general staff meeting for the specific purposes addressed by the petitioners. No business other than that detailed in the petition may be transacted.

2.7.5 Each staff member in the Active category may challenge any rule, regulation, or policy established by the MEC. In the event that a rule, regulation, or policy is thought to be inappropriate, any Medical Staff member may submit a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the adoption procedure outlined in Section 9.3 will be followed.

2.7.6 Each staff member in the Active category may call for a Department meeting by presenting a petition signed by twenty percent (20%) of the members of the Department. Upon presentation of such a petition the Department Chief will schedule a Department meeting.

2.7.7 The above sections 2.7.1 to 2.7.5 do not pertain to issues involving individual peer review, formal investigations of professional performance or conduct, denial of requests for appointment or clinical privileges, or any other matter relating to individual membership or privileges. Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan) provides recourse in these matters.

2.7.8 Any practitioner eligible for Medical Staff appointment has a right to a hearing/appeal pursuant to the conditions and procedures described in the Medical Staff's hearing and appeal plan (Part II of these Bylaws).

2.8 Staff Dues/Fees/Assessments

2.8.1 Annual Medical Staff dues and other fees or assessments, if any, shall be determined by the MEC. Failure of a Medical Staff member to pay dues, fees, or assessments shall be considered a voluntary resignation from the Medical Staff. The MEC may pass policies that exempt certain categories of membership or members holding specified leadership positions from dues, fees, or assessments.

2.9 Indemnification

2.9.1 Members of the Medical Staff are entitled to the applicable immunity provisions of state and federal law for the credentialing, peer review and performance improvement work they perform on behalf of the hospital and Medical Staff.

2.9.2 In accordance with applicable Nevada law, the hospital will provide a defense and shall indemnify a Medical Staff member against damages in connection with any pending or threatened action, suit, or proceeding to which he is made a party by reason of his having acted in an official capacity in good faith on behalf of the hospital or Medical Staff. However, no member shall be entitled to such indemnification if the acts giving rise to the liability constituted willful misconduct, breach of a fiduciary duty, self-dealing or bad faith.

Section 3. Categories of the Medical Staff

3.1 The Active Category

3.1.1 Qualifications

Members of this category must have served on the Medical Staff for at least one year and either:

Been involved in at least twelve (12) UMC patient encounters within the preceding year or twenty four (24) UMC patient encounters within the preceding 2 years (i.e., a UMC patient encounter is defined as a UMC inpatient admission; UMC telemedicine visitation; UMC consultation; UMC inpatient or outpatient surgical procedure; or other patient encounters within UMC hospital or a UMC clinic);

~~**OR**~~

AND

Attended at least ~~seven (7) meetings per year of which one (1) must be a General Medical Staff meeting and six (6) must be meetings of a~~three (3) Medical Staff or hospital committee ~~that the Member is assigned to~~meetings per year.

Additionally, in the interest of patient welfare and continuum of care, members of the Active category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

In the event that a member of the Active category does not meet the qualifications for reappointment to the Active category, and if the member is otherwise abiding by all Bylaws, rules, regulations, and policies of the Medical Staff and hospital, the member may be appointed to another Medical Staff category if s/he meets the eligibility requirements for such category. Any such appointment shall not be considered a reduction of privileges or adverse action and the practitioner shall not be entitled to the procedural rights under the Fair Hearing Plan.

3.1.2 Prerogatives

Members of this category may:

a. Attend Medical Staff, department, and ~~section~~subspecialty meetings of which s/he is a member and any Medical Staff or hospital education programs;

b. Vote on all matters presented by the Medical Staff, department, ~~section~~subspecialty, and committee(s) to which the member is assigned; and

c. Hold office and sit on or be the chair of any committee in accordance with any qualifying criteria set forth elsewhere in the Medical and Dental Staff Bylaws, Rules and Regulations, or Medical Staff policies.

3.1.3 Responsibilities

Members of this category shall:

a. Contribute to the organizational and administrative affairs of the Medical Staff;

b. Actively participate as requested or required in activities and functions of the Medical Staff, including quality/performance improvement and peer review, credentialing, risk, and utilization management, medical records completion and in the discharge of other staff functions as may be required; and

c. Fulfill or comply with any applicable Medical Staff or hospital policies or procedures.

3.2 The Affiliate Category

3.2.1 Qualifications

The Affiliate category is reserved for Medical Staff members who do not meet the eligibility requirements for the Active category. Additionally, in the interest of patient welfare and continuum of care, members of the Affiliate category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

3.2.2 Prerogatives

Members of this category may:

a. Attend Medical Staff, department, and ~~section~~subspecialty meetings of which s/he is a member and any Medical Staff or hospital education programs;

b. Not vote on matters presented by the entire Medical Staff or department or be an officer of the Medical Staff; and

c. Serve on Medical Staff committees, other than the MEC, Joint Conference Committee, or Credentials Committee, and may vote on matters that come before such committees.

3.2.3 Responsibilities

Members of this category shall:

a. Have the same responsibilities as Active category members.

3.3 Honorary Recognition

Honorary Recognition is restricted to those individuals recommended by the MEC and approved by the Board. Appointment for this Recognition is entirely discretionary and may be rescinded at any time with or without cause. Procedural or fair hearing rights do not apply to the failure to grant, or termination of, membership to Honorary Recognition. Practitioners granted Honorary Recognition shall consist of those practitioners who have retired from active hospital practice, who are of outstanding reputation, and have provided distinguished service to the hospital. They may attend the General Medical Staff~~, department,~~ meeting, social and ~~section~~educational meetings~~,~~ of the Medical Staff, continuing medical education activities, and may be appointed to committees. They shall not hold clinical privileges, hold office or be eligible to vote. An active member of the Medical Staff shall sponsor and provide information to the MEC regarding a practitioner being recommended for honorary recognition.

Section 4. Officers of the Medical Staff and MEC At-Large members

4.1 Officers of the Medical Staff and MEC At-Large members

4.1.1 Chief of Staff

4.1.2 Vice Chief of Staff

4.1.3 Secretary-Treasurer

4.1.4 Immediate Past Chief of Staff

4.2 Qualifications of Officers and MEC At-Large members

4.2.1 Officers and MEC At-Large members must be physician-members in good standing of the Active category and be actively involved in patient care in the hospital, have previously served in a significant leadership position of the Medical Staff (e.g. department or ~~section chair~~subspecialty head, or committee chair), indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. The Medical Staff Nominating Committee will have discretion to determine if a staff member wishing to run for office meets the qualifying criteria. The immediate past Chief of Staff attains his/her position by automatic succession from the office of Chief of Staff.

4.2.2 Officers and MEC At-Large Members may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff.

4.3 Election of Officers and MEC At-Large members

4.3.1 The Nominating Committee shall offer one nominee for each available position. Nominations must be announced, and the names of the nominees distributed to all members of the Active Medical Staff at least 30 days prior to the election.

4.3.2 A petition signed by at least three (3) Active staff Members may add nominations to the ballot. The Medical Staff must submit such a petition to the Chief of Staff at least fourteen (14) days prior to the election for the nominee(s) to be placed on the ballot. The Nominating committee must determine if the candidate meets the qualifications in Section 4.2 above before he/she can be placed on the ballot.

4.3.3 Officers and MEC At-Large members shall be elected prior to the expiration of the term of the current officers or At-Large members. Two MEC At-Large Member positions will be elected each year. There will be separate elections for each At-Large position with the Member receiving a plurality of votes elected for that position. Only members of the Active category shall be eligible to vote. The MEC will determine the mechanisms by which votes may be cast. The mechanisms that may be considered include written mail ballots and electronic voting via computer, fax, or other technology for transmitting the member's voting choices. No proxy voting will be permissible. The nominee(s) who receives the greatest number of votes cast will be elected. In the event of a tie vote, the MEC will make arrangements for a repeat vote(s) deleting the candidate with the lowest number of votes until one candidate receives a greater number of votes.

4.3.4 An Incumbent shall be automatically placed on the ballot without requiring nominations if he/she still wishes to run for election.

4.4 Term of Office

All officers and MEC At-Large members serve a term of two (2) years. They shall take office in the month of January. Each officer shall serve in office until the end of his/her term of office or until a successor is appointed/elected or unless s/he resigns sooner or is removed from office.

4.5 Vacancies of Office

The MEC shall fill vacancies of office during the Medical Staff year, except the office of the Chief of Staff. If there is a vacancy in the office of the Chief of Staff, the Vice Chief of Staff shall serve the remainder of the term.

4.6 Duties of Officers and MEC At-Large members

4.6.1 **Chief of Staff:** The Chief of Staff (COS) is the primary elected officer of the Medical Staff and is the Medical Staff's advocate and representative in its relationships to the Board and the administration of the hospital. The Chief of Staff, jointly with the MEC, provides direction to and oversees Medical Staff activities related to assessing and promoting continuous improvement in the quality of clinical services and all other functions of the Medical Staff as outlined in the Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies. Specific responsibilities and authority are to:

a. Call and preside at all general and special meetings of the Medical Staff;

b. Serve as chair of the MEC and as ex officio member of all other Medical Staff committees without vote, and to participate as invited by the CEO or the Board on hospital or Board committees;

c. Enforce Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies;

d. Except as stated otherwise, appoint committee chairs and all members of Medical Staff standing and ad hoc committees; in consultation with hospital administration, appoint Medical Staff members to appropriate hospital committees or to serve as Medical Staff advisors or liaisons to carry out specific functions; in consultation with the chair of the Board, appoint the Medical Staff members to appropriate Board committees when those are not designated by position or by specific direction of the Board or otherwise prohibited by state law;

e. Support and encourage Medical Staff leadership and participation on interdisciplinary clinical performance improvement activities;

f. Report to the Board the MEC's recommendations concerning appointment, reappointment, delineation of clinical privileges or specified services, and corrective action with respect to practitioners who are applying for appointment or privileges, or who are granted privileges or providing services in the hospital;

g. Continuously evaluate and periodically report to the hospital, MEC, and the Board regarding the effectiveness of the credentialing and privileging processes;

h. Review and enforce compliance with standards of ethical conduct and professional demeanor among the practitioners on the Medical Staff in their relations with each other, the Board, hospital management, other professional and support staff, and the community the hospital serves;

i. Communicate and represent the opinions and concerns of the Medical Staff and its individual members on organizational and individual matters affecting hospital operations to hospital administration, the MEC, and the Board;

j. Attend Board meetings and Board committee meetings as invited by the Board;

k. Ensure that the decisions of the Board are communicated and carried out within the Medical Staff; and

l. Perform such other duties, and exercise such authority commensurate with the office as are set forth in the Medical and Dental Staff Bylaws.

4.6.2 **Vice Chief of Staff:** In the absence of the Chief of Staff, the Vice Chief of Staff shall assume all the duties and have the authority of the Chief of Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.3 **Secretary-Treasurer:** This officer will collaborate with the hospital's Medical Staff office, assure maintenance of minutes, attend to correspondence, act as Medical Staff treasurer, and coordinate communication within the Medical Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.4 **Immediate Past Chief of Staff:** This officer will serve as a consultant to the Chief of Staff and Vice Chief of Staff and provide feedback to the officers regarding their performance of assigned duties on an annual basis. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.5 **MEC At-Large members:** There shall be four (4) MEC At-Large members who will advise and support the Medical Staff officers and are responsible for representing the needs/interests of the entire Medical Staff, not simply representing the preferences of their own clinical specialty.

4.7 Removal and Resignation from Office

4.7.1 **Automatic Removal**: A Medical Staff officer shall be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in the Bylaws.

a. No longer in good standing as evidenced by:

i. an automatic suspension of clinical privileges that lasts more than thirty days,

ii. a summary suspension of greater than fourteen (14) days, or

iii. any corrective action taken by the MEC or Board;

b. No longer an Active Member of the Medical Staff;

c. No longer actively practicing within the Hospital; or

d. Holds a leadership position (defined as an MEC or Board member) at another hospital.

e. In the event that a Member-At-Large becomes the Chief/Vice Chief of a Department or holds another voting position at the MEC, he/she will vacate his/her position as Member-At-Large.

4.7.2 **Removal of Officer for Failure to Perform Their Duties**: The Medical Staff may initiate the removal of any officer if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.

4.7.3 **Resignation:** Any elected officer or MEC At-Large member may resign at any time by giving written notice to the MEC. Such resignation takes effect on the date of receipt, when a successor is elected, or any later time specified therein.

Section 5. Medical Staff Organization

5.1 Organization of the Medical Staff

5.1.1 The Medical Staff shall be organized into departments. The Medical Staff may create clinical ~~sections~~subspecialties within a department in order to facilitate Medical Staff activities. A list of departments organized by the Medical Staff and formally recognized by the MEC is listed in the Medical and Dental Staff Rules and Regulations, Part II: Organization and Functions Manual, Section 1. .

The MEC, with approval of the Board, may designate new Medical Staff departments or clinical ~~sections~~subspecialties or dissolve current departments or clinical ~~sections~~subspecialties as it determines will best promote the Medical Staff needs for promoting performance improvement, patient safety, and effective credentialing and privileging.

5.2 Qualifications, Selection, Term, and Removal of Department Chiefs and Vice Chiefs

5.2.1 Department Chiefs and Vice Chiefs of exclusively contracted department shall be governed by the contract.

5.2.2 For non-exclusively contracted departments, each Department Chief and Vice Chief shall be elected to serve a term of two (2) years commencing on January 1 and may be elected to serve successive terms. All Chiefs and Vice Chiefs must be physician-members of the Active Medical Staff, have relevant clinical privileges and be certified by an appropriate specialty board or have affirmatively established comparable competence through the credentialing process. In addition, Department Chiefs and Vice Chiefs shall indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. Department Chiefs and Vice Chiefs may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff. Noncompliance with this requirement will result in the Department Chief or Vice Chief being automatically removed from office.

5.2.3 For non-exclusively contracted departments, Department Chiefs and Department Vice Chiefs shall be elected by plurality vote of the Active members of the Department, subject to ratification by the MEC. An Incumbent shall automatically be placed on the ballot without requiring nominations if he/she still wishes to run for election. For non-incumbents, three nominations are needed from the Active members of the Department in order to qualify to be placed on the ballot. For Departments with less than 15 Members, one nomination is needed from an Active Member of the Department in order to qualify to be placed on the ballot. The election process will be the same as that for Officers of the Medical Staff other than voting shall be limited to the Active Members of the affected Department or ~~Section~~Subspecialty. Following the election of the Department Chief and Vice-Chief, the Department Chief shall appoint the respective ~~Section Chair~~Subspecialty head.

5.2.4 Automatic Removal of elected Chiefs and Vice Chiefs: The Department Chief or Vice Chief may be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in these Bylaws.

a. No longer in good standing as evidenced by:

i. an automatic suspension of clinical privileges that lasts more than thirty days,

ii. a summary suspension of greater than fourteen (14) days, or

iii. any corrective action taken by the MEC or Board;

b. No longer an Active Member of the Medical Staff;

c. No longer actively practicing within the Hospital; or

d. Holds a leadership position (defined as an MEC or Board member) at another hospital.

5.2.5 Removal of Elected Department Chief or Vice Chief for Failure to Perform Their Duties: The Medical Staff of the affected Department may initiate the removal of any Department Chief or Vice Chief if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.

5.2.6 If a Department Chief is removed through this process, the Vice Chief shall assume the position of Chair and a new election for Vice Chief will occur within thirty (30) days.

5.3 Responsibilities of Department Chiefs

Department Chiefs shall carry out the following responsibilities:

a. To oversee all clinically-related activities of the Department;

b. To oversee all administratively-related activities of the Department, unless otherwise provided by the hospital;

c. To provide ongoing surveillance of the performance of all individuals in the Medical Staff Department who have been granted clinical privileges;

d. To recommend to the Credentials Committee the criteria for requesting clinical privileges that are relevant to the care provided in the Medical Staff Department;

e. To recommend clinical privileges for each member of the Department and other licensed independent practitioners practicing with privileges within the scope of the Department;

f. To assess and recommend to the MEC and hospital administration off-site sources for needed patient care services not provided by the Medical Staff Department or the hospital;

g. To integrate the Department into the primary functions of the hospital;

h. To coordinate and integrate interdepartmental and intradepartmental services and communication;

i. To develop and implement Medical Staff and hospital policies and procedures that guide and support the provision of patient care services and review and update these, at least triennially, in such a manner to reflect required changes consistent with current practice, problem resolution, and standards changes;

j. To recommend to the CEO sufficient numbers of qualified and competent persons to provide patient care and service;

k. To provide input to the CEO regarding the qualifications and competence of Department or service personnel who are not LIPs but provide patient care, treatment, and services;

l. To continually assess and improve of the quality of care, treatment, and services;

m. To maintain quality control programs as appropriate;

n. To orient and continuously educate all persons in the Department; and

o. To make recommendations to the MEC and the hospital administration for space and other resources needed by the Medical Staff Department to provide patient care services.

5.4 Responsibilities of Department Vice Chief:

In the absence of the Department Chief, the Department Vice Chief shall assume all the duties and have the authority of the Department Chief. The Department Vice Chief shall perform such further duties to assist the Department Chief as the Department Chief may request from time to time.

5.5 Assignment to Department

The MEC will, after consideration of the recommendations of the Chief(s) of the appropriate Department(s), recommend Department assignments for all members in accordance with their qualifications. Each member will be assigned to one primary Department. Clinical privileges are independent of Department assignment.

Section 6. Committees

6.1 Designation and Substitution

There shall be a Medical Executive Committee (MEC) and such other standing and ad hoc committees as established by the MEC and enumerated in the Organization and Functions Manual of the Rules and Regulations. Meetings of these committees will be either regular or special. Those functions requiring participation of, rather than direct oversight by the Medical Staff may be discharged by Medical Staff representation on such hospital committees as are established to perform such functions. The Chief of Staff may appoint ad hoc committees as necessary to address time-limited or specialized tasks.

6.2 Medical Executive Committee (MEC)

6.2.1 Committee Membership:

a. Composition: The MEC shall be a standing committee consisting of the following voting members: the Officers of the Medical Staff, the Department Chiefs, four (4) At-Large Members, the Credentials Committee Chair, the Professional Improvement Committee Chair, the Bylaws Committee Chair, and the Advanced Practice Professionals Committee Chair. The chair of the MEC will be the Chief of Staff. The non-voting members will include the CEO, Chief Operating Officer (COO), Chief Nursing Officer (CNO), the Dean of the School of Medicine, and the Director of the Office of Military Medicine.

b. Removal from MEC: An Officer, MEC At-Large Member, or Department Chief who is removed from his/her position in accordance with Section 4.7 and/or Section 5.2 above will automatically lose his/her membership on the MEC. When the chair of either the Credentials Committee, Professional Improvement Committee, or Bylaws Committee resigns or is removed from these positions, his/her replacement will serve on the MEC. When a member of the MEC who was elected At-Large resigns or is removed, the MEC will arrange for an At-Large election for a replacement to serve out the remainder of the vacated term. Such an election will follow procedures established by the MEC and must take place within sixty (60) days of the removal of an MEC member.

6.2.2 Duties: The duties of the MEC, as delegated by the Medical Staff, shall be to:

a. Serve as the final decision-making body of the Medical Staff in accordance with the Medical and Dental Staff Bylaws and provide oversight for all Medical Staff functions;

b. Coordinate the implementation of policies adopted by the Board;

c. Submit recommendations to the Board concerning all matters relating to appointment, reappointment, staff category, department assignments, clinical privileges, and corrective action;

d. Report to the Board and to the staff for the overall quality and efficiency of professional patient care services provided by individuals with clinical privileges and coordinate the participation of the Medical Staff in organizational performance improvement activities;

e. Take reasonable steps to encourage and monitor professionally ethical conduct and competent clinical performance on the part of practitioners with privileges including collegial and educational efforts and investigations, when warranted;

f. Make recommendations to the Board on medical administrative and hospital management matters;

g. Keep the Medical Staff up-to-date concerning the licensure and accreditation status of the hospital;

h. Participate in identifying community health needs and in setting hospital goals and implementing programs to meet those needs;

i. Review and act on reports from Medical Staff committees, departments, and other assigned activity groups;

j. Formulate and recommend to the Board Medical Staff rules, policies, and procedures;

k. Request evaluations of practitioners privileged through the Medical Staff process when there are questions about an applicant or practitioner's ability to perform privileges requested or currently granted;

l. Make recommendations concerning the structure of the Medical Staff, the mechanism by which Medical Staff membership or privileges may be terminated, and the mechanisms for fair hearing procedures;

m. Consult with administration on the quality, timeliness, and appropriateness of contracts for patient care services provided to the hospital by entities outside the hospital;

n. Coordinate, with the Compliance Officer, that portion of the corporate compliance plan that pertains to the Medical Staff;

o. Hold Medical Staff leaders, committees, and departments accountable for fulfilling their duties and responsibilities;

p. Make recommendations to the Medical Staff for changes or amendments to the Medical and Dental Staff Bylaws; and

q. The MEC is empowered to act for the organized Medical Staff between meetings of the organized Medical Staff.

6.2.3 Meetings: The MEC shall meet at least ten (10) times per year and more often as needed to perform its assigned functions. Permanent records of its proceedings and actions shall be maintained in accordance with applicable law.

Section 7. Medical Staff Meetings

7.1 Medical Staff Meetings

7.1.1 An annual meeting will be held, usually in December. Other general meetings, if any, of the Medical Staff shall be held at a time determined by the MEC. Notice of the meeting shall be given to all Medical Staff members via appropriate media and posted conspicuously.

7.1.2 Except for Bylaws amendments or as otherwise specified in these Bylaws, the actions of a plurality of the members present and voting at a meeting of the Medical Staff is the action of the group. Action may be taken without a meeting of the Medical Staff by presentation of the question to each member eligible to vote, in person, via telephone, and/or by mail or Internet, and their vote recorded in accordance with procedures approved by the MEC. Such vote shall be binding so long as the question that is voted on receives a plurality of the votes cast.

7.1.3 Special Meetings of the Medical Staff

a. The Chief of Staff may call a special meeting of the Medical Staff at any time. The Chief of Staff must call a special meeting if so directed by resolution of the MEC. Such request or resolution shall state the purpose of the meeting. The Chief of Staff shall designate the time and place of any special meeting.

b. Written or electronic notice stating the time, place, and purposes of any special meeting of the Medical Staff shall be conspicuously posted and shall be sent to each member of the Medical Staff at least three (3) business days before the date of such meeting. No business shall be transacted at any special meeting, except that stated in the notice of such meeting.

7.2 Regular Meetings of Medical Staff Committees and Departments

Committees and Departments may, by resolution, provide the time for holding regular meetings without notice other than such resolution.

7.3 Special Meetings of Committees and Departments

A special meeting of any committee or department may be called by the committee chair or Chief of the Department thereof or by the Chief of Staff.

7.4 Quorum

7.4.1 Medical Staff Meetings: Those eligible Medical Staff members present and voting on an issue.

7.4.2 MEC, Credentials Committee, and Professional Improvement Committee: A quorum will exist for the MEC and Credentials Committee when fifty percent (50%) of the voting members are present. For the Professional Improvement Committee, a quorum will exist when at least seven (7) voting members are present. When dealing with Category 1 requests for routine appointment, reappointment, and clinical privileges the MEC quorum will consist of at least three members.

7.4.3 Department meetings or Medical Staff committees other than those listed in 7.4.2 above: Those eligible Medical Staff members present and voting on an issue.

7.5 Attendance Requirements

7.5.1 Members of the Medical Staff are encouraged to attend meetings of the Medical Staff.

7.5.2 MEC, Credentials Committee, and Professional Improvement Committee meetings: Members of these committees are expected to attend at least two-thirds (2/3rds) of the meetings held. Failure to meet the attendance requirements will result in removal of the member from the committee.

7.6 Special Meeting Attendance Requirements:

Whenever there is a reason to believe that a practitioner is not complying with Medical and Dental Staff Bylaws or hospital policies or has deviated from standard clinical or professional practice, the Chief of Staff or the applicable Department Chief or Medical Staff committee chair may require the practitioner to confer with him/her or with a standing or ad hoc committee that is considering the matter. The practitioner will be given special notice of the meeting at least five (5) days prior to the meeting. This notice shall include the date, time, place, issue involved and that the practitioner's appearance is mandatory. Failure of the practitioner to appear at any such meeting after two notices, unless excused by the MEC for an adequate reason, will result in an automatic suspension of the practitioner's membership and privileges. Such suspension would not give rise to a fair hearing, but would automatically be rescinded if and when the practitioner participates in the previously referenced meeting. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff. Nothing in the foregoing paragraph shall preclude the initiation of summary restriction or suspension of clinical privileges as outlined in Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan).

7.7 Participation by the CEO

The CEO or his/her designee may attend any general, committee, or department meetings of the Medical Staff as an ex-officio member without vote.

7.8 Robert's Rules of Order

Medical staff and committee meetings shall be run in a manner determined by the chair of the meeting. When parliamentary procedure is needed, as determined by the chair or evidenced by a plurality vote of those attending the meeting, the latest abridged edition of Robert's Rules of Order shall determine procedure.

7.9 Notice of Meetings

Written or electronic notice stating the place, day, and hour of any special meeting or of any regular meeting not held pursuant to resolution shall be delivered or sent to each member of the Department or committee not less than three (3) business days before the time of such meeting by the person or persons calling the meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting.

7.10 Action of Committee or Department

Only items that appear on the agenda at least one (1) business day in advance of the meeting shall be voted upon, with the exception of items needed for regulatory/legal compliance that may appear on the agenda at the time of the meeting. The recommendation of a plurality of its members present at a meeting at which a quorum is present shall be the action of a committee or department. Such recommendation will then be forwarded to the MEC for action.

7.11 Rights of Ex officio Members

Except as otherwise provided in these Bylaws, persons serving as ex officio members of a committee shall have all rights and privileges of regular members, except that they shall not vote, be able to make motions, or be counted in determining the existence of a quorum.

7.12 Minutes

Minutes of each regular and special meeting of a committee or department shall be prepared and shall include a record of the attendance of members and the vote taken on each matter. The presiding committee chair or Department Chief shall authenticate the minutes and copies thereof shall be submitted to the MEC or other designated committee. Records of the proceedings shall be kept in accordance with applicable law.

Section 8. Conflict Resolution

8.1 Conflict Resolution

8.1.1 In the event the Board acts in a manner contrary to a recommendation by the MEC, involving issues of patient care or safety, the matter may (at the request of the MEC) be submitted to a Joint Conference Committee composed of the Board of Trustees' Chairperson, the Chief Executive Officer or designee, the Chief of Medical and Dental Staff or designee, Governing Board Chair or designee, Governing Board Clinical Quality and Professional Affairs Sub-Committee Chair, the Performance Improvement Chairperson or designee, Associate Administrator of Clinical Intervention / Quality Management, Dean of the University of Nevada School of Medicine (or any succeeding medical school operated by the Nevada State of Higher Education and affiliated with UMC) or designee, one other member of the Board of Trustees and the Nurse Executive, Medical Staff for review and recommendation to the full Board. The committee will submit its recommendation to the Board within thirty (30) days of its meeting.

8.1.2 To promote timely and effective communication and to foster collaboration between the Board, management, and Medical Staff, the chair of the Board, CEO, or the Chief of Staff may call for a meeting between appropriate leaders, for any reason, to seek direct input, clarify any issue, or relay information directly.

8.1.3 Any conflict between the Medical Staff and the Medical Executive Committee will be resolved using the mechanisms noted in Sections 2.7.1 through 2.7.4 of Part I of these Bylaws.

8.1.4 The Medical Staff may seek the legal advice of Hospital's Office of General Counsel on matters affecting hospital operations. Additionally, at its expense, the Medical Staff may retain and be represented by independent legal counsel. The authority to engage independent legal counsel on behalf of the Medical Staff shall be the prerogative of the Medical Executive Committee and may be required in the event that a conflict or potential conflict of interest impairs or prohibits Hospital counsel from rendering advice based on applicable rules of professional conduct or law.

Section 9. Review, Revision, Adoption, and Amendment

9.1 Medical Staff Responsibility

9.1.1 The Medical Staff shall have the responsibility to formulate, review at least triennially, and recommend to the Board any Medical and Dental Staff Bylaws, Rules and Regulations, policies, procedures, and amendments as needed. Amendments to the Bylaws and Rules and Regulations shall be effective when approved by the Board. The Medical Staff can exercise this responsibility through its elected and appointed leaders or through direct vote of its membership.

9.1.2 Such responsibility shall be exercised in good faith and in a reasonable, responsible, and timely manner. This applies as well to the review, adoption, and amendment of the related rules, policies, and protocols developed to implement the various sections of these Bylaws.

9.2 Methods of Adoption and Amendment to These Bylaws

9.2.1 Proposed amendments to these Bylaws may be originated by the MEC or by a petition signed by twenty percent (20%) of the members of the Active category.

Each Active member of the Medical Staff will be eligible to vote on the proposed amendment via printed or secure electronic ballot in a manner determined by the MEC. All Active members of the Medical Staff shall receive at least thirty (30) days advance notice of the proposed changes. The amendment shall be considered approved by the Medical Staff unless a simple majority of those members eligible to vote returns a ballot marked "no."

Amendments so adopted shall be effective when approved by the Board.

9.3 Methods of Adoption and Amendment to any Medical Staff Rules and Regulations, and Policies

9.3.1 The Medical Staff may adopt additional rules, regulations, and policies as necessary to carry out its functions and meet its responsibilities under these Bylaws. A Rules and Regulations and/or Policies Manual may be used to organize these additional documents.

9.3.2 The MEC shall vote on the proposed language changes at a regular meeting, or at a special meeting called for such purpose. Following an affirmative vote by the MEC, Rules and Regulations may be adopted, amended, or repealed, in whole or in part and such changes shall be effective when approved by the Board. Medical Staff Policies and procedures will become effective upon approval of the MEC, subject to final approval by the Board.

9.3.3 In addition to the process described in 9.3.2 above, the organized Medical Staff itself may recommend directly to the Board an amendment(s) to any rule, regulation, or policy by submitting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such petition, the adoption process outlined in 9.2.1 above will be followed.

9.3.4 When a new rule, regulation, or policy is proposed, the proposing party (either the MEC or the organized Medical Staff) will communicate the proposal to the other party prior to vote.

9.3.5 If the MEC proposes to adopt a rule or regulation, or an amendment thereto, it first communicates the proposal to the Medical Staff. In cases of a documented need for an urgent amendment to Rules and Regulations necessary to comply with law or regulation, the MEC may provisionally adopt and the Governing Board may provisionally approve an urgent amendment without prior notification of the Medical Staff. In such cases, the MEC immediately informs the Medical Staff. The Medical Staff has the opportunity for retrospective review of and comment on the provisional amendment. If there is no conflict between the organized Medical Staff and the MEC, the provisional amendment stands. If there is conflict over the provisional amendment, the process for resolving conflict between the organized Medical Staff and the MEC is implemented. If necessary, a revised amendment is then submitted to the Board for action.

9.3.6 The MEC may adopt such amendments to these Bylaws, rules, regulations, and policies that are, in the committee's judgment, technical or legal modifications, or clarifications. Such modifications may include reorganization or renumbering, punctuation, spelling, or other errors of grammar or expression. Such amendments need not be approved by the entire Board but must be approved by the hospital CEO. Neither the organized Medical Staff nor the Board may unilaterally amend the Medical and Dental Staff Bylaws or Rules and Regulations.

University Medical Center of Southern Nevada

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan – Table of Contents

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Section 1. Collegial, Educational, and/or Informal Proceedings

1.1 Criteria for Initiation

These Bylaws encourage Medical Staff leaders and hospital management to use progressive steps, beginning with collegial and education efforts, to address questions relating to an individual's clinical practice and/or professional conduct. The goal of these progressive steps is to help the individual voluntarily respond to resolve questions that have been raised. All collegial intervention efforts by Medical Staff leaders and hospital management shall be considered confidential, subject to all applicable laws, and part of the hospital's performance improvement and professional and peer review activities. Collegial intervention efforts are encouraged, but are not mandatory, and shall be within the discretion of the appropriate Medical Staff leaders and hospital management. When any observations arise suggesting opportunities for a practitioner to improve, the matter should be referred for peer review in accordance with the peer review and performance improvement policies adopted by the Medical Staff and hospital. Collegial intervention efforts may include but are not limited to the following:

a. Educating and advising colleagues of all applicable policies, including those related to appropriate behavior, emergency call obligations, and the timely and adequate completion of medical records;

b. Following up on any questions or concerns raised about the clinical practice and/or conduct of privileged practitioners and recommending such steps as proctoring, monitoring, consultation, and letters of guidance; and

c. Sharing summary comparative quality, utilization, and other relevant information to assist individuals to conform their practices to appropriate norms.

Following collegial intervention efforts, if it appears that the practitioner's performance places patients in danger or compromises the quality of care, or in cases where it appears that patients may be placed in harm's way while collegial interventions are undertaken, the MEC will consider whether it should be recommended to the Board to restrict or revoke the practitioner's membership and/or privileges. Before issuing such a recommendation the MEC may authorize an investigation for the purpose of gathering and evaluating any evidence and its sufficiency.

Section 2. Investigations

2.1 Initiation

A request for an investigation must be submitted in writing by a Medical Staff officer, committee chair, Department Chief, CEO, CMO, or hospital board chair to the MEC. The request must be supported by references to the specific activities or conduct that is of concern. If the MEC itself initiates an investigation, it shall appropriately document its reasons.

2.2 Preliminary Investigation

The MEC recognizes that there are situations where incidents of inappropriate conduct, disruptive behavior, or competency require an immediate preliminary investigation or review. When dealing with such circumstances, the Chief of Staff, or his or her designee, may immediately investigate or review the matter on behalf of the MEC to ensure the orderly operation of the hospital and safety of UMC patients, personnel, and practitioners. If warranted, the information developed during such a preliminary investigation or review shall be presented at the next regularly scheduled meeting of the MEC. The MEC shall determine whether to open a formal investigation as set forth in Section 2.3 or take any other appropriate action that may be warranted by the circumstances.

2.3 Investigation

If the MEC decides that an investigation is warranted, it shall direct an investigation to be undertaken through the adoption of a formal resolution. In the event the Board believes the MEC has incorrectly determined that an investigation is unnecessary, it may direct the MEC to proceed with an investigation.

The MEC may conduct the investigation itself or may assign the task to an appropriate standing or ad hoc committee of the Medical Staff.

If the investigation is delegated to a committee other than the MEC, such committee shall proceed with the investigation promptly and forward a written report of its findings, conclusions, and recommendations to the MEC as soon as feasible. The committee conducting the investigation shall have the authority to review all documents it considers relevant, to interview individuals, to consider appropriate clinical literature and practice guidelines, and to utilize the resources of an external consultant if it deems a consultant is necessary and such action is approved by the MEC and the CEO. The investigating body may also require the practitioner under review to undergo a physical and/or mental examination and may access the results of such exams. The investigating body shall notify the practitioner in question of the allegations that are the basis for the investigation and provide to the practitioner an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The meeting between the practitioner in question and the investigating body (and meetings with any other individuals the investigating body chooses to interview) shall not constitute a "hearing" as that term is used in the hearing and appeals sections of these Bylaws. The procedural rules with respect to hearings or appeals shall not apply to these meetings either. The individual being investigated shall not have the right to be represented by legal counsel before the investigating body nor to compel the Medical Staff to engage external consultation. Despite the status of any investigation, the MEC shall retain the authority and discretion to take whatever action may be warranted by the circumstances, including suspension, termination of the investigative process, or other action.

2.3.1 An external peer review consultant should be considered when:

a. Litigation seems likely;

b. The hospital is faced with ambiguous or conflicting recommendations from Medical Staff committees, or where there does not appear to be a strong consensus for a particular recommendation. In these circumstances consideration may be given by the MEC or the Board to retain an objective external reviewer;

c. There is no one on the Medical Staff with expertise in the subject under review, or when the only physicians on the Medical Staff with appropriate expertise are direct competitors, partners, or associates of the practitioner under review.

2.4 MEC Action

As soon as feasible after the conclusion of the investigation the MEC shall take action that may include, without limitation, and consistent with Section 4 of this Investigations, Corrective Action Hearing and Appeal Plan:

a. Determining no corrective action is warranted, if the MEC determines there was not credible evidence for the complaint in the first instance;

b. Deferring action for a reasonable time when circumstances warrant;

c. Issuing letters of education, admonition, censure, reprimand, or warning, although nothing herein shall be deemed to preclude appropriate committee chairs or Department Chiefs from issuing informal written or oral warnings prior to an investigation. In the event such letters are issued, the affected practitioner may make a written response, which shall be placed in the practitioner's file;

d. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges, including, without limitation, requirements for co-admissions, mandatory consultation, or monitoring/proctoring;

e. Recommending denial, restriction, modification, reduction, suspension, revocation, or probation of clinical privileges;

f. Recommending reductions of membership status or limitation of any prerogatives directly related to the practitioner's delivery of patient care;

g. Recommending suspension, revocation, or probation of Medical Staff membership; or

h. Taking other actions deemed appropriate under the circumstances.

2.5 Subsequent Action

The Board shall act on the MEC's recommendation unless the member requests a hearing, in which case the final decision shall be determined as set forth in this Hearing and Appeal plan.

Section 3. Corrective Action

3.1 Automatic Relinquishment/Voluntary Resignation

In the following triggering circumstances, the practitioner's privileges and/or membership will be considered relinquished, or limited as described, and the action shall be final without a right to hearing. It shall be the responsibility of each practitioner to report immediately to the Chief of Staff any of the following triggering circumstances or any proceeding, investigation, complaint or charge that might result in any of the following triggering circumstances.

Where a bona fide dispute exists as to whether the circumstances have occurred, the relinquishment, suspension, or limitation will stand until the MEC determines it is not applicable. The MEC will make such a determination as soon as feasible. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. If the triggering circumstances have not been resolved within sixty days, the practitioner will have to reapply for membership and/or privileges. In addition, further corrective action may be recommended in accordance with these Bylaws whenever any of the following triggering circumstances occur:

3.1.1 **Licensure.**

a. **Revocation and suspension:** Whenever a practitioner's license or other legal credential authorizing practice in this state is revoked, suspended, expired, or voluntarily relinquished, Medical Staff membership and clinical privileges shall be automatically relinquished by the practitioner as of the date such action becomes effective.

b. **Restriction:** Whenever a practitioner's license or other legal credential authorizing practice in this state is limited or restricted by an applicable licensing or certifying authority, any clinical privileges that the practitioner has been granted at this hospital that are within the scope of said limitation or restriction shall be automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

c. **Probation:** Whenever a practitioner is placed on probation by the applicable licensing or certifying authority, his or her membership status and clinical privileges shall automatically become subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

3.1.2 **Medicare, Medicaid, Tricare or other Federal Program Exclusion**: Whenever a practitioner is sanctioned or barred from Medicare, Medicaid, Tricare, or other federal programs, Medical Staff membership and clinical privileges shall be considered automatically relinquished as of the date such action becomes effective. Any practitioner listed on the United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals/Entities will be considered to have automatically relinquished his or her privileges.

3.1.3 **Controlled substances**

a. **DEA certificate and Nevada Pharmacy Certificate of Registration:** Whenever a practitioner's United States Drug Enforcement Agency (DEA) certificate or Nevada Pharmacy Certificate of Registration is revoked, limited, or suspended, the practitioner will automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

b. **Probation:** Whenever a practitioner's DEA certificate or Nevada Pharmacy Certificate of Registration is subject to probation, the practitioner's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

3.1.4 **Medical record completion requirements:** A practitioner will be considered to have voluntarily relinquished the privilege to admit new patients or schedule new procedures whenever s/he fails to complete medical records within time frames outlined in the Electronic Health Record System policy. This relinquishment of privileges shall not apply to patients admitted or already scheduled at the time of relinquishment, to emergency patients, or to imminent deliveries. The relinquished privileges will be automatically restored upon completion of the medical records and compliance with medical records policies.

3.1.5 **Professional liability insurance:** The minimum amount per occurrence shall be $100,000.00 with a minimum aggregate of $300,000.00. Employed Physicians, Dentists or Podiatrists will provide a UMC Certificate of Insurance and Statement of Indemnification, pursuant to Section 41.038 of the Nevada Revised Statutes. The Advanced Practice Professional covered under the policy of his or her sponsor is required to submit a copy of the sponsor's policy and rider with a statement signed by the sponsor stating that the Advanced Practice Professional is covered under that policy, when applicable. Failure of a practitioner to maintain professional liability insurance in this manner shall result in immediate, automatic relinquishment of a practitioner's clinical privileges. The practitioner must notify the Medical Staff office immediately of any change in professional liability insurance carrier or coverage.

3.1.6 **Medical Staff dues/fees/assessments:** Failure to promptly pay Medical Staff dues or any fee or assessment shall be considered an automatic relinquishment of a practitioner's appointment. If within 60 calendar days after written warning of the delinquency the practitioner does not remit such payments, the practitioner shall be considered to have voluntarily resigned membership on the Medical Staff.

3.1.7 **Felony conviction:** A practitioner who has been convicted of or entered a plea of "guilty" or "no contest" or its equivalent to a felony relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence, or abuse (physical, sexual, child or elder) in any jurisdiction shall automatically relinquish Medical Staff membership and privileges. Such relinquishment shall become effective immediately upon such conviction or plea regardless of whether an appeal is filed.

3.1.8 **Failure to satisfy the special appearance requirement:** A practitioner having received two notices and who fails without good cause to appear at a meeting where his/her special appearance is required under these Bylaws shall be considered to have automatically relinquished all clinical privileges with the exception of emergencies and imminent deliveries. These privileges will be reinstated when the practitioner complies with the special appearance requirement. Failure to comply within 30 calendar days will be considered a voluntary resignation from the Medical Staff.

3.1.9 **Failure to participate in an evaluation:** A practitioner who fails to participate in an evaluation of his/her qualifications for Medical Staff membership or privileges as required under these Bylaws, Rules and Regulations, or Medical Staff/hospital policies (whether an evaluation of physical or mental health, of clinical management skills, or of fitness to practice), shall be considered to have automatically relinquished all privileges. Subject to the findings of any such evaluation, these privileges may be restored following the practitioner's compliance with the requirement for an evaluation. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff.

3.1.10 **Failure to become board certified:** A practitioner who fails to become board certified in compliance with the eligibility criteria set forth in the Delineation of Privileges form of his or her Department will be deemed to have immediately and voluntarily relinquished his or her Medical Staff appointment and clinical privileges, unless an exception is granted, for a good cause, by the Board upon recommendation from the MEC.

3.1.11 **Failure to Meet UMC Vaccination Requirements**: Unless approved for a medical or religious exemption from such requirement, any practitioner who fails to submit proof of full vaccination for SARS-CoV-2 in accordance with UMC hospital policies shall be considered to have automatically relinquished all privileges. If the practitioner submits proof of full vaccination against SARS-CoV-2 within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner's privileges may be reinstated. Thereafter, the member will be deemed to have voluntarily resigned from the staff and must reapply for staff membership and privileges.

3.1.12 **Failure to execute release and/or provide documents:** A practitioner who fails to execute a general or specific release of information and/or provide documents when requested by the Chief of Staff or designee to evaluate the competency and credentialing/privileging qualifications of the practitioner shall be considered to have automatically relinquished all privileges. If the release is executed and/or documents provided within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner may be reinstated. Thereafter, the member will be deemed to have resigned voluntarily from the staff and must reapply for staff membership and privileges.

3.1.13 **MEC Deliberation:** As soon as feasible after action is taken or warranted as described above, the MEC shall convene to review and consider the facts, and may recommend such further corrective action as it may deem appropriate following the procedure generally set forth in these Bylaws.

3.2 Summary Restriction or Suspension

3.2.1 **Criteria for Initiation:** A summary restriction or suspension may be imposed when a good faith belief exists that immediate action must be taken to protect the life or well-being of patient(s); or to reduce a substantial and imminent likelihood of significant impairment of the life, health, and safety of any person. Under such circumstances one Medical Staff leader (Chief of Staff or designee) and one administrator (CEO or designee) may suspend or restrict the Medical Staff membership or clinical privileges of such practitioner. A summary suspension or restriction of all or any portion of a practitioner's clinical privileges at another hospital may be grounds for a summary suspension of all or any of the practitioner's clinical privileges at this hospital.

Unless otherwise stated, such summary restriction or suspension shall become effective immediately upon imposition and the person or body responsible shall promptly give written notice to the practitioner, the MEC, the CEO, and the Board. The notice shall contain the basis of the summary restriction or suspension and the findings supporting its imposition. The restriction or suspension may be limited in duration and shall remain in effect for the period stated or, if none, until resolved as set forth herein. The summary suspension is not a complete professional review action in and of itself, and it shall not imply any final finding regarding the circumstances that caused the suspension.

Unless otherwise indicated by the terms of the summary restriction or suspension, the practitioner's patients shall be promptly assigned to another Medical Staff member by the Chief of Staff or designee, considering, where feasible, the wishes of the affected practitioner and the patient in the choice of a substitute practitioner.

3.2.2 **MEC action:** As soon as feasible and within 14 calendar days after such summary suspension has been imposed, the MEC shall meet to review and consider the action and if necessary begin the investigation process as noted in Section 2 above. Upon request, and at the discretion of the MEC, the practitioner will be given the opportunity to address the MEC concerning the action, on such terms and conditions as the MEC may impose, although in no event shall any meeting of the MEC, with or without the practitioner, constitute a "hearing" as defined in this Hearing and Appeal Plan, nor shall any procedural rules with respect to hearing and appeal apply and no legal counsel will be allowed to attend. The MEC may modify, continue, or terminate the summary restriction or suspension, but in any event it shall furnish the practitioner with notice of its decision. Unless the MEC terminates the suspension within 14 calendar days, notice of the MEC's decision shall comply with the requirements for Notice for Recommendation of Adverse Action set forth in these Bylaws.

3.2.3 **Procedural rights:** Unless the MEC promptly terminates the summary restriction or suspension prior to or immediately after reviewing the results of any investigation described above, the privileged practitioner (or applicant for privileges) shall be entitled to the procedural rights afforded by this Hearing and Appeal Plan once the restrictions or suspension last more than 14 calendar days. Unless the MEC has terminated the summary restriction or suspension, it shall remain in effect during the pendency and completion of the corrective action and hearing process.

Section 4. Initiation and Notice of Hearing

4.1 Initiation of Hearing

Any practitioner eligible for Medical Staff appointment or privileges shall be entitled to request a hearing whenever an unfavorable recommendation with regard to clinical competence or professional conduct has been made by the MEC or the Board. Hearings will be triggered only by the following "adverse actions" when the basis for such action is related to clinical competence or professional conduct:

a. Denial of Medical Staff appointment or reappointment;

b. Revocation of Medical Staff appointment;

c. Denial or restriction of requested clinical privileges, but only if such restriction is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct;

d. Involuntary reduction or revocation of clinical privileges;

e. Application of a mandatory concurring consultation requirement, or an increase in the stringency of a pre-existing mandatory concurring consultation requirement, when such requirement only applies to an individual Medical Staff member and is imposed for more than fourteen (14) calendar days; or

f. Suspension of staff appointment or clinical privileges, but only if such suspension is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct.

4.2 Hearings Will Not Be Triggered by the Following Actions

a. Issuance of a letter of guidance, warning, or reprimand;

b. Imposition of a requirement for proctoring (i.e., observation of the practitioner's performance by a peer in order to provide information to a Medical Staff peer review committee) with no restriction on privileges;

c. Failure to process a request for a privilege when the applicant/member does not meet the eligibility criteria to hold that privilege;

d. Conducting an investigation into any matter or the appointment of an ad hoc investigation committee;

e. Requirement to appear for a special meeting under the provisions of these Bylaws;

f. Automatic relinquishment or voluntary resignation of appointment or privileges;

g. Imposition of a summary suspension that does not exceed fourteen (14) calendar days;

h. Denial of a request for leave of absence, or for an extension of a leave;

i. Determination that an application is incomplete or untimely;

j. Determination that an application will not be processed due to misstatement or omission;

k. Decision not to expedite an application;

l. Denial, termination, or limitation of temporary privileges unless for demonstrated incompetence or unprofessional conduct;

m. Determination that an applicant for membership does not meet the requisite qualifications/criteria for membership;

n. Ineligibility to request membership or privileges or continue privileges because a relevant specialty is closed under a Medical Staff development plan or covered under an exclusive provider agreement;

o. Imposition of supervision, with no restriction on clinical privileges, pending completion of an investigation to determine whether corrective action is warranted;

p. Termination of any contract with or employment by hospital;

q. Proctoring, monitoring, and any other performance monitoring requirements, with no restriction on clinical privileges, imposed in order to fulfill any Joint Commission standards on focused professional practice evaluation;

r. Any recommendation voluntarily accepted by the practitioner;

s. Expiration of membership and privileges as a result of failure to submit an application for reappointment within the allowable time period;

t. Change in assigned staff category;

u. Refusal of the Credentials Committee or MEC to consider a request for appointment, reappointment, or privileges within five (5) years of a final adverse decision regarding such request;

v. Removal or limitations of emergency department call obligations;

w. Any requirement to complete an educational assessment;

x. Retrospective chart review;

y. Any requirement to complete a health and/or psychiatric/psychological assessment required under these Bylaws;

z. Any action recommended or taken which is not reportable to the state or the National Practitioner Data Bank;

aa. Grant of conditional appointment or appointment for a limited duration; or

bb. Appointment or reappointment for duration of less than 24 months.

4.3 Notice of Recommendation of Adverse Action

When a summary suspension lasts more than fourteen (14) calendar days or when a recommendation is made, which, according to this Hearing and Appeal Plan entitles an individual to request a hearing prior to a final decision of the Board, the affected individual shall promptly (but no longer than five (5) calendar days) be given written notice by the Chief of Staff delivered either in person or by certified mail, return receipt requested. This notice shall contain:

a. A statement of the recommendation made and the general reasons for it (Statement of Reasons);

b. Notice that the individual shall have thirty (30) calendar days following the date of the receipt of such notice within which to request a hearing on the recommendation;

c. Notice that the recommendation, if finally adopted by the Board, may result in a report to the state licensing authority (or other applicable state agencies) and the National Practitioner Data Bank;

d. A summary of the practitioner's rights to be afforded at the hearing, including the practitioner's right to representation by counsel, to have a record made of the proceedings, to call and cross-examine witnesses, to submit a written closing statement, and to receive a written decision by the Hospital; and

e. The individual shall receive a copy of Part II of these Bylaws outlining procedural rights with regard to the hearing.

4.4 Request for Hearing

A practitioner shall have thirty (30) calendar days following the date of the receipt of such notice within which to request the hearing. The request shall be made in writing to the Chief of Staff or designee. In the event the affected individual does not request a hearing within the time and in the manner required by this policy, the individual shall be deemed to have waived the right to such hearing and to have accepted the recommendation made. Such recommended action shall become effective immediately upon final board action.

4.5 Notice of Hearing and Statement of Reasons

Upon receipt of the practitioner's timely request for a hearing, the Chief of Staff shall schedule the hearing and shall give written notice to the person who requested the hearing. The notice shall include:

a. The time, place, and date of the hearing;

b. A proposed list of witnesses (as known at that time, but which may be modified) who will give testimony or evidence on behalf of the MEC, (or the Board), at the hearing;

c. The names of the hearing panel members and presiding officer or hearing officer, if known; and

d. A statement of the specific reasons for the recommendation as well as the list of patient records and/or information supporting the recommendation. This statement, and the list of supporting patient record numbers and other information, may be amended or added to at any time, even during the hearing so long as the additional material is relevant to the continued appointment or clinical privileges of the individual requesting the hearing, and that the individual and the individual's counsel have sufficient time to study this additional information and rebut it.

The hearing shall begin as soon as feasible, but no sooner than thirty (30) calendar days after the notice of the hearing unless an earlier hearing date has been specifically agreed to in writing by both parties.

4.6 Witness List

At least fifteen (15) calendar days before the hearing, each party shall furnish to the other a written list of the names of the witnesses intended to be called. Either party may request that the other party provide either a list of, or copies of, all documents that will be offered as pertinent information or relied upon by witnesses at the Hearing Panel and which are pertinent to the basis for which the disciplinary action was proposed. The witness list of either party may, in the discretion of the presiding officer, be supplemented or amended at any time during the course of the hearing, provided that notice of the change is given to the other party. The presiding officer shall have the authority to limit the number of witnesses.

Section 5. Hearing Panel and Presiding Officer or Hearing Officer

5.1 Hearing Panel

a. When a hearing is requested, a hearing panel of not fewer than three individuals will be appointed. This panel will be appointed by a joint decision of the CEO and the Chief of Staff. No individual appointed to the hearing panel shall have actively participated in the consideration of the matter involved at any previous level. However, mere knowledge of the matter involved shall not preclude any individual from serving as a member of the hearing panel. Employment by, or a contract with, the hospital or an affiliate shall not preclude any individual from serving on the hearing panel. Hearing panel members need not be members of the hospital Medical Staff. When the issue before the panel is a question of clinical competence, all panel members shall be clinical practitioners. Panel members need not be clinicians in the same specialty as the member requesting the hearing.

b. The hearing panel shall not include any individual who is in direct economic competition with the affected practitioner or any such individual who is professionally associated with or related to the affected practitioner. This restriction on appointment shall include any individual designated as the chair or the presiding officer.

c. The Chief of Staff or designee shall notify the practitioner requesting the hearing of the names of the panel members and the date by which the practitioner must object, if at all, to appointment of any member(s). Any objection to any member of the hearing panel or to the hearing officer or presiding officer shall be made in writing to the Chief of Staff, who shall determine whether a replacement panel member should be identified. Although the practitioner who is the subject of the hearing may object to a panel member, s/he is not entitled to veto that member's participation. Final authority to appoint panel members will rest with the Chief of Staff.

5.2 Hearing Panel Chairperson or Presiding Officer

5.2.1 In lieu of a hearing panel chair, the CEO, acting for the Board and after considering the recommendations of the Chief of Staff (or those of the chair of the Board, if the hearing is occasioned by a Board determination) may appoint an attorney at law or other individual experienced in legal proceedings as presiding officer. The presiding officer should have no conflict of interest with either the hospital or the practitioner. Such presiding officer will not act as a prosecuting officer, or as an advocate for either side at the hearing. The presiding officer may participate in the private deliberations of the hearing panel and may serve as a legal advisor to it, but shall not be entitled to vote on its recommendation.

5.2.2 If no presiding officer has been appointed, a chair of the hearing panel shall be appointed by the Chief of Staff to serve as the presiding officer and shall be entitled to one vote.

5.2.3 The presiding officer (or hearing panel chair) shall do the following:

a. Act to insure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence subject to reasonable limits on the number of witnesses and duration of direct and cross examination, applicable to both sides, as may be necessary to avoid cumulative or irrelevant testimony or to prevent abuse of the hearing process;

b. Prohibit conduct or presentation of evidence that is cumulative, excessive, irrelevant, or abusive, or that causes undue delay. In general, it is expected that a hearing will last no more than eight (8) hours over two (2) days;

c. Maintain decorum throughout the hearing;

d. Determine the order of procedure throughout the hearing;

e. Have the authority and discretion, in accordance with these Bylaws, to make rulings on all questions that pertain to matters of procedure and to the admissibility of evidence;

f. Act in such a way that all information reasonably relevant to the continued appointment or clinical privileges of the individual requesting the hearing is considered by the hearing panel in formulating its recommendations;

g. Conduct argument by counsel on procedural points and may do so outside the presence of the hearing panel; and

h. Seek legal counsel when s/he feels it is appropriate. Legal counsel to the hospital may advise the presiding officer or panel chair on issues of Nevada law.

5.3 Hearing Officer (for non-clinical issues only)

5.3.1 As an alternative to the hearing panel described above, the Chief of Staff (or the chair of the Board, if the hearing is occasioned by a Board determination) may instead appoint a hearing officer to perform the functions that would otherwise be carried out by the hearing panel. The hearing officer may be an attorney in non-clinical matters.

5.3.2 The hearing officer may not be any individual who is in direct economic competition with the individual requesting the hearing, and shall not act as a prosecuting officer or as an advocate to either side at the hearing. In the event a hearing officer is appointed instead of a hearing panel, all references to the "hearing panel" or "presiding officer" shall be deemed to refer instead to the hearing officer, unless the context would clearly require otherwise.

Section 6. Pre-Hearing and Hearing Procedure

6.1 Provision of Relevant Information

6.1.1 There is no right to formal "discovery" in connection with the hearing. The presiding officer, hearing panel chair, or hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards, including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing. In general and pursuant to Nevada law, the individual requesting the hearing shall be entitled, upon specific request, to the following, subject to a stipulation signed by both parties, the individual's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:

a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and

b. Reports of experts relied upon by the MEC.

No information regarding other practitioners shall be requested, provided, or considered and evidence unrelated to the reasons for the recommendation or to the individual's qualifications for appointment or the relevant clinical privileges shall be excluded.

6.1.2 Prior to the hearing, on dates set by the presiding officer or agreed upon by counsel for both sides, each party shall provide the other party with all proposed exhibits. All objections to documents or witnesses to the extent then reasonably known shall be submitted in writing prior to the hearing. The presiding officer shall not entertain subsequent objections unless the party offering the objection demonstrates good cause.

6.1.3 There shall be no contact by the individual who is the subject of the hearing with those individuals appearing on the hospital's witness list concerning the subject matter of the hearing; nor shall there be contact by the hospital with individuals appearing on the affected individual's witness list concerning the subject matter of the hearing, unless specifically agreed upon by that individual or his/her counsel.

6.2 Pre-Hearing Conference

The presiding officer may require a representative for the individual and for the MEC (or the Board) to participate in a pre-hearing conference. At the pre-hearing conference, the presiding officer shall resolve all procedural questions, including any objections to exhibits or witnesses, and determine the time to be allotted to each witness's testimony and cross-examination.

6.3 Failure to Appear

Failure, without good cause, of the individual requesting the hearing to appear and proceed at such a hearing shall be deemed to constitute a waiver of all hearing and appeal rights and a voluntary acceptance of the recommendations or actions pending, which shall then be forwarded to the Board for final action. Good cause for failure to appear will be determined by the presiding officer, chair of the hearing panel, or hearing officer.

6.4 Record of Hearing

The hearing panel shall maintain a record of the hearing by a reporter present to make a record of the hearing or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the hearing at that individual's expense. The hearing panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

6.5 Rights of the Practitioner and the Hospital

6.5.1 At the hearing both sides shall have the following rights, subject to reasonable limits determined by the presiding officer:

a. To call and examine witnesses to the extent available;

b. To introduce exhibits;

c. To cross-examine any witness on any matter relevant to the issues and to rebut any evidence;

d. To have representation by counsel who may be present at the hearing, advise his or her client, and participate in resolving procedural matters. Attorneys may not argue the case for his/her client. Both sides shall notify the other of the name of their counsel at least ten (10) calendar days prior to the date of the hearing;

e. To submit a written statement at the close of the hearing.

6.5.2 Any individuals requesting a hearing who do not testify in their own behalf may be called and examined as if under cross-examination.

6.5.3 The hearing panel may question the witnesses, call additional witnesses, or request additional documentary evidence.

6.6 Admissibility of Evidence

The hearing shall not be conducted according to legal rules of evidence. Hearsay evidence shall not be excluded merely because it may constitute legal hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

6.7 Burden of Proof

It is the burden of the MEC (or Board) to demonstrate that the action recommended is valid and appropriate. It is the burden of the practitioner under review to demonstrate that s/he satisfies, on a continuing basis, all criteria for initial appointment, reappointment, and clinical privileges and fully complies with all Medical Staff and hospital policies.

6.8 Post-Hearing Memoranda

Each party shall have the right to submit a post-hearing memorandum, and the hearing panel may request such a memorandum to be filed, following the close of the hearing.

6.9 Official Notice

The presiding officer shall have the discretion to take official notice of any matters, either technical or scientific, relating to the issues under consideration. Participants in the hearing shall be informed of the matters to be officially noticed and such matters shall be noted in the record of the hearing. Either party shall have the opportunity to request that a matter be officially noticed or to refute the noticed matter by evidence or by written or oral presentation of authority. Reasonable additional time shall be granted, if requested by either party, to present written rebuttal of any evidence admitted on official notice.

6.10 Postponements and Extensions

Postponements and extensions of time beyond any time limit set forth in this policy may be requested by anyone but shall be permitted only by the presiding officer or the Chief of Staff on a showing of good cause.

6.11 Persons to be Present

The hearing shall be restricted to those individuals involved in the proceeding. Administrative personnel may be present as requested by the Chief of Staff or CEO. All members of the hearing panel shall be present for all stages of the hearing and deliberations.

6.12 Order of Presentation

The Board or the MEC, depending on whose recommendation prompted the hearing initially, shall first present evidence in support of its recommendation. Thereafter, the burden shall shift to the individual who requested the hearing to present evidence.

6.13 Basis of Recommendation

The hearing panel shall recommend in favor of the MEC (or the Board) unless it finds that the individual who requested the hearing has proved, by a preponderance of the evidence, that the recommendation that prompted the hearing was arbitrary, capricious, or not supported by credible evidence.

6.14 Adjournment and Conclusion

The presiding officer may adjourn the hearing and reconvene the same at the convenience and with the agreement of the participants. Upon conclusion of the presentation of evidence by the parties and questions by the hearing panel, the hearing shall be closed.

6.15 Deliberations and Recommendation of the Hearing Panel

Within twenty (20) calendar days after final adjournment of the hearing, the hearing panel shall conduct its deliberations outside the presence of any other person (except the presiding officer, if one is appointed) and shall render a recommendation, accompanied by a report, signed by all the panel members, which shall contain a concise statement of the reasons for the recommendation.

6.16 Disposition of Hearing Panel Report

The hearing panel shall deliver its report and recommendation to the Chief of Staff and MEC who shall forward it, along with all supporting documentation, to the Board for further action. The Chief of Staff shall also send a copy of the report and recommendation, certified mail, return receipt requested, to the individual who requested the hearing.

Section 7. Appeal to the Board

7.1 Time for Appeal

Within ten (10) calendar days after the hearing panel makes a recommendation, either the practitioner subject to the hearing or the MEC may appeal the recommendation. The request for appellate review shall be in writing, and shall be delivered to the Chief of Staff and CEO or designee, for delivery to the Board, either in person or by certified mail, and shall include a brief statement of the reasons for appeal and the specific facts or circumstances which justify further review. If such appellate review is not requested within ten (10) calendar days, both parties shall be deemed to have accepted the recommendation involved, and the hearing panel's report and recommendation shall be forwarded to the Board.

7.2 Grounds for Appeal

The grounds for appeal shall be limited to the following:

a. There was substantial failure to comply with the Medical and Dental Staff Bylaws prior to or during the hearing so as to deny a fair hearing; or

b. The recommendation of the hearing panel was made arbitrarily, capriciously, or with prejudice; or

c. The recommendation of the hearing panel was not supported by substantial evidence based upon the hearing record.

7.3 Time, Place, and Notice

Whenever an appeal is requested as set forth in the preceding sections, the chair of the Board shall schedule and arrange for an appellate review as soon as arrangements can be reasonably made, taking into account the schedules of all individuals involved. The affected individual shall be given notice of the time, place, and date of the appellate review. The chair of the Board may extend the time for appellate review for good cause.

7.4 Nature of Appellate Review

a. The chair of the Board shall appoint a review panel composed of at least three (3) members of the Board to consider the information upon which the recommendation before the Board was made. Members of this review panel may not be direct competitors of the practitioner under review and should not have participated in any formal investigation leading to the recommendation for corrective action that is under consideration.

b. The review panel may, but is not required to, accept additional oral or written evidence subject to the same procedural constraints in effect for the hearing panel or hearing officer. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. If additional oral evidence or oral argument is conducted, the review panel shall maintain a record of any oral arguments or statements by a reporter present to make a record of the review or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the review at that individual's expense. The review panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

c. Each party shall have the right to present a written statement in support of its position on appeal. In its sole discretion, the review panel may allow each party or its representative to appear personally and make a time-limited thirty-minute (30) oral argument. The review panel shall recommend final action to the Board.

d. The Board may affirm, modify, or reverse the recommendation of the review panel or, in its discretion, refer the matter for further review and recommendation, or make its own decision based upon the Board's legal responsibility.

7.5 Final Decision of the Hospital Board

Within thirty (30) calendar days after receiving the review panel's recommendation, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested.

7.6 Right to One Appeal Only

No applicant or Medical Staff practitioner with privileges shall be entitled as a matter of right to more than one (1) hearing or appellate review on any single matter, which may be the subject of an appeal. In the event that the Board ultimately determines to deny Medical Staff appointment or reappointment to an applicant, or to revoke or terminate the Medical Staff appointment and/or clinical privileges of a current member or a physician or dentist with privileges without membership, that individual may not apply within five (5) years for Medical Staff appointment or for those clinical privileges at this hospital unless the Board advises otherwise.

7.7 Actions Prior to Initiating Legal Action

Practitioners shall exhaust all the administrative remedies afforded by these by laws prior to initiating legal action against the hospital or its agents.

7.8 Conflict with Law or Regulation

In the event of a conflict between this fair hearing plan and State or Federal law, the Medical Staff will abide by the law.

University Medical Center of Southern Nevada

Part III: Credentials Procedures Manual

Part III: Credentials Procedures Manual – Table of Contents

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Section 1. Medical Staff Credentials Committee

1.1 Composition

Membership of the Medical Staff Credentials Committee shall consist of at least seven (7) members of the Active Medical Staff who are experienced leaders that are not currently Department Chiefs. The members should represent the major specialties of the Medical Staff. The Chief of Staff will appoint the Chair and other members. Members will be appointed for three (3) year terms with the initial terms staggered such that approximately one third of the members will be appointed each year. The Credentials Chair shall have at least three (3) years' experience on the Credentials Committee and will be appointed for a three (3) year term. The Credentials Chair and members may be reappointed for additional terms without limit. The Director of the Office of Military Medicine is a non-voting member of the Credentials Committee. Any member, including the Chair, may be relieved of his/her committee membership by a two-thirds (2/3) vote of the MEC. The Credentials Committee may also invite members such as representatives from hospital administration and the Board.

1.2 Meetings

The Medical Staff Credentials Committee shall meet at least ten (10) times per year and on the call of the Credentials Chair or Chief of Staff.

1.3 Responsibilities

1.3.1 To review and recommend action on all applications and reapplications for membership on the Medical Staff including assignments of Medical Staff category;

1.3.2 To review and recommend action on all requests regarding privileges from eligible practitioners;

1.3.3 To recommend eligibility criteria for the granting of Medical Staff membership and privileges;

1.3.4 To develop, recommend, and consistently implement policy and procedures for all credentialing and privileging activities;

1.3.5 To review, and where appropriate take action on, reports that are referred to it from other Medical Staff committees, Medical Staff or hospital leaders;

1.3.6 To perform such other functions as requested by the MEC.

1.4 Confidentiality

This committee shall function as a peer review committee consistent with federal and state law. All members of the committee shall, consistent with the Medical Staff and hospital confidentiality policies, keep in strict confidence all papers, reports, and information obtained by virtue of membership on the committee.

1.4.1 The credentials file is the property of the hospital and will be maintained with strictest confidence and security. The files will be maintained by the designated agent of the hospital in locked file cabinets or in secure electronic format. Medical staff and administrative leaders may access credential files for appropriate peer review and institutional reasons. Files may be shown to accreditation and licensure agency representatives with permission of the Chief of Staff or designee.

1.4.2 Individual practitioners may review their credentials file under the following circumstances:

Only upon written request approved by the Chief of Staff, CEO, Credentials Chair or CMO. Review of such files will be conducted in the presence of the Medical Staff service professional, Medical Staff leader, or a designee of administration. Confidential letters of reference may not be reviewed by practitioners and will be sequestered in a separate file and removed from the formal credentials file prior to review by a practitioner. Nothing may be removed from or copied from the file other than material supplied by the practitioner or directly addressed to the practitioner. The practitioner may make notes for inclusion in the file. A written or electronic record will be made and placed in the file confirming the dates and circumstances of the review.

Section 2. Qualifications for Membership and/or Privileges

2.1 No practitioner shall be entitled to membership on the Medical Staff or to privileges merely by virtue of licensure, membership in any professional organization, or privileges at any other healthcare organization.

2.2 The following qualifications must be met and continuously maintained by all applicants for Medical Staff appointment, reappointment, or clinical privileges:

2.2.1 Demonstrate that s/he has successfully graduated from an approved school of medicine, osteopathy, dentistry, podiatry, clinical psychology, or applicable recognized course of training in a clinical profession eligible to hold privileges;

2.2.2 Have a current state or federal license as a practitioner, applicable to his or her profession, and providing permission to practice within the state of Nevada;

2.2.3 Have a record that is free from current Medicare/Medicaid sanctions and not be on the OIG List of Excluded Individuals/Entities;

2.2.4 Have a record that shows the applicant has never been convicted of, or entered a plea of guilty or no contest to, any felony relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence or abuse (physical, sexual, child or elder) in any jurisdiction;

2.2.5 A physician applicant, MD, or DO, must have successfully completed an allopathic or osteopathic residency program, approved by the Accreditation Council for Graduate Medical Education (ACGME), Royal College of Physicians and Surgeons of Canada (RCPSC) or the American Osteopathic Association (AOA) and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.6 Dentists must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation;

2.2.7 Oral and maxillofacial surgeons must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation and successfully completed an American Dental Association approved residency program and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.8 A podiatric physician, DPM, must have successfully completed a two-year (2) residency program in surgical, orthopedic, or podiatric medicine approved by the Council on Podiatric Medical Education of the American Podiatric Medical Association (APMA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.9 A psychologist must have an earned a doctorate degree, (PhD or PsyD, in psychology) from an educational institution accredited by the American Psychological Association and have completed at least two (2) years of clinical experience in an organized healthcare setting, supervised by a licensed psychologist, one (1) year of which must have been post doctorate, and have completed an internship endorsed by the American Psychological Association (APA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.10 Possess a current and valid drug enforcement administration (DEA) and Nevada Pharmacy Certificate of Registration number, if applicable;

2.2.11 Have appropriate written and verbal communication skills;

2.2.12 Have appropriate personal qualifications, including applicant's consistent observance of ethical and professional standards in accordance with the ethical principles as defined by the professional organizations of their professions. These standards include, at a minimum:

a. Abstinence from any participation in fee splitting or other illegal payment, receipt, or remuneration with respect to referral or patient service opportunities; and

b. A history of consistently acting in a professional, appropriate, and collegial manner with others in previous clinical and professional settings.

2.2.13 Demonstrate his/her background, experience, training, current competence, knowledge, judgment, and ability to perform all privileges requested;

2.2.14 Upon request provide evidence of both physical and mental health that does not impair the fulfillment of his/her responsibilities of Medical Staff membership and/or the specific privileges requested by and granted to the applicant;

2.2.15 Any practitioner granted privileges or Medical Staff appointment must demonstrate the capability to provide continuous and timely care to the satisfaction of the MEC and Board;

2.2.16 Demonstrate recent clinical performance within the last twenty-four (24) months with an active clinical practice in the area in which clinical privileges are sought adequate to meet current clinical competence criteria;

2.2.17 The applicant is requesting privileges for a service the Board has determined appropriate for performance at the hospital. There must also be a need for this service under any Board approved Medical Staff development plan;

2.2.18 Provide evidence of professional liability insurance appropriate to all privileges requested and of a type and in an amount established by the Board after consultation with the MEC.

2.3 Exceptions

2.3.1 In accordance with NRS 449.2455, 635.015, 630.047, 630A.090, 632.316, and 633.171, those applicants for Medical Staff appointment, reappointment, or clinical privileges serving in the Armed Forces and exempt from the requirements of a Nevada medical license, Nevada Pharmacy Certificate, and Professional Liability Coverage**,** shall be exempt from such requirements instilled by these Bylaws.

2.3.2 The Board may create additional exceptions but only after consultation with the MEC and if there is documented evidence that a practitioner demonstrates an equivalent competence in the areas of the requested privileges.

Section 3. Initial Appointment Procedure

3.1 Completion of Application

3.1.1 All requests for applications for appointment to the Medical Staff and requests for clinical privileges will be forwarded to the Medical Staff office. Upon receipt of the request, the Medical Staff office will provide the applicant an application package, which will include a complete set or overview of the Medical and Dental Staff Bylaws or reference to an electronic source for this information. This package will enumerate the eligibility requirements for Medical Staff membership and/or privileges and a list of expectations of performance for individuals granted Medical Staff membership or privileges (if such expectations have been adopted by the Medical Staff).

A completed application includes, at a minimum:

a. A completed, signed, dated application form;

b. A completed privilege delineation form if requesting privileges;

c. Copies of all requested documents and information necessary to confirm the applicant meets criteria for membership and/or privileges and to establish current competency;

d. All applicable fees;

e. A current picture ID card issued by a state or federal agency (e.g. driver's license or passport);

f. A passport sized photo;

g. Receipt of all references; references shall come from peers knowledgeable about the applicant's experience, ability, and current competence to perform the privileges being requested;

h. ECFMG, if applicable;

i. Curriculum vitae (CV);

j. NPI number;

k. Verification of current, active professional liability coverage with limits of at least $100,000/$300,000 and verification of last 10 years of professional liability coverage;

l. Verification of TB testing within 12 months of the application acceptance for all practitioners excluding Telemedicine (For a positive TB test, the following are required: Completion of a Signs/Symptoms Screening Form and a CXR);.

m. Proof of (i) full vaccination against SARS-CoV-2 or (ii) an approved medical or religious exemption from the SARS-Cov-2 vaccine;

n. Verification of influenza vaccination within the past year or a formal declination of influenza vaccination in accordance with hospital policy unless the practitioner is solely requesting telemedicine privileges (All practitioners with patient contact who decline the influenza vaccine will be required to wear a surgical mask during the influenza season when in a patient care areas or when within six (6) feet of any patients);

o. Name of covering provider, who must be a member of the UMC Medical Staff that currently maintains like privileges and practices within the same specialty, for when the practitioner is unavailable unless the practitioner is solely requesting Refer and Follow privileges (In rare circumstances when there is only one practitioner in a specific specialty, the Department Chief may waive this requirement and recommend coverage by another qualified practitioner with appropriate training, skillset and privileges);

p. Signed conflict of interest statement;

q. Written acknowledgement of an agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), UMC's Privacy and Security Practices and UMC's Corporate Compliance Handbook;

r. For UMC employed physicians, a completed and approved UMC Certificate of Insurance and Statement of Indemnification from the Risk Management Department (this provision only applies if the physician is solely employed by UMC and has no outside practice);

s. Relevant practitioner-specific data as compared to aggregate data, when available;

t. Morbidity and mortality data, when available;

u. Nevada State Collaborative Agreement, when applicable;

v. Completed Permit List signed by Supervising /Collaborating Physician, when applicable; and

w. Unless otherwise exempted from this specific requirement by the MEC, evidence of an office and residence within Clark County, Nevada.

An application shall be deemed incomplete if any of the above items are missing or if the need arises for new, additional, or clarifying information in the course of reviewing an application. An incomplete application will not be processed and the applicant will not be entitled to a fair hearing. Anytime in the credentialing process it becomes apparent that an applicant does not meet all eligibility criteria for membership or privileges, the credentialing process will be terminated, no further action will be taken and the applicant will not be entitled to a fair hearing.

3.1.2 The burden is on the applicant to provide all required information. It is the applicant's responsibility to ensure that the Medical Staff office receives all required supporting documents verifying information on the application and to provide sufficient evidence, as required in the sole discretion of the hospital, that the applicant meets the requirements for Medical Staff membership and/or the privileges requested. If information is missing from the application, or new, additional, or clarifying information is required, a letter requesting such information will be sent to the applicant. If the requested information is not returned to the Medical Staff office within forty-five (45) calendar days of the receipt of the request letter, the application will be deemed to have been voluntarily withdrawn.

3.1.3 Upon receipt of a completed application the Chief of Staff, CMO, Credentials Chair or their designees, in collaboration with the Medical Staff office, will determine if the requirements of sections 2.2 and 2.3 are met. In the event the requirements of sections 2.2 and 2.3 are not met, the potential applicant will be notified that s/he is ineligible to apply for membership or privileges on the Medical Staff, the application will not be processed and the applicant will not be eligible for a fair hearing. If the requirements of sections 2.2 and 2.3 are met, the application will be accepted for further processing.

3.1.4 Individuals seeking appointment shall have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, character, ethics, and other qualifications, and of resolving any doubts.

3.1.5 Upon receipt of a completed application, the Medical Staff office will verify current licensure, education, relevant training, and current competence from the primary source whenever feasible. When it is not possible to obtain information from the primary source, reliable secondary sources may be used if there has been a documented attempt to contact the primary source. These sources may include American Medical Association (AMA) Physician Master File, American Board of Medical Specialties (ABMS), American Educational Commission for Foreign Medical Graduates (ECFMG), American Osteopathic Information Association (AOIA) Physician Database, Federation of State Medical Boards (FSMB), and American Academy of Physician Assistants (AAPA) Profile. In addition, the Medical Staff office will collect relevant additional information which may include:

a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments, (if any) during the past ten (10) years;

b. Verification of the applicant's past clinical work experience for at least the past ten (10) years;

c. Licensure status in all current or past states of licensure at the time of initial granting of membership or privileges; in addition, the Medical Staff office will primary source verify licensure at the time of renewal or revision of clinical privileges, whenever a new privilege is requested, and at the time of license expiration;

d. Information from the AMA or AOA Physician Profile;

e. OIG list of Excluded Individuals/Entities;

f. Information from the National Commission on Certification of Physician Assistants, when applicable;

g. Information from professional training programs including residency and fellowship programs;

h. Information from the National Practitioner Data Bank (NPDB); in addition the NPDB will be queried at the time of renewal of privileges and whenever a new privilege(s) is requested;

i. Other information about adverse credentialing and privileging decisions;

j. Three peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges;

k. Information from a criminal background check;

l. Information from any other sources relevant to the qualifications of the applicant to serve on the Medical Staff and/or hold privileges; and

m. Morbidity and mortality data and relevant practitioner-specific data as compared to aggregate data, when available.

Note: In the event there is undue delay in obtaining required information, the Medical Staff office will request assistance from the applicant. During this time period, the "time periods for processing" the application will be appropriately modified. Failure of an applicant to adequately respond to a request for assistance after forty-five (45) calendar days will be deemed a withdrawal of the application.

3.1.6 When the items identified in Section 3.1 above have been obtained, the file will be considered verified and complete and eligible for evaluation.

3.2 Applicant's Attestation, Authorization, and Acknowledgement

The applicant must complete and sign the application form. By signing this application the applicant:

3.2.1 Attests to the accuracy and completeness of all information on the application or accompanying documents and agrees that any substantive inaccuracy, omission, or misrepresentation, whether intentional or not, may be grounds for termination of the application process without the right to a fair hearing or appeal. If the inaccuracy, omission, or misstatement is discovered after an individual has been granted appointment and/or clinical privileges, the individual's appointment and privileges may lapse effective immediately upon notification of the individual without the right to a fair hearing or appeal.

3.2.2 Consents to appear for any requested interviews in regard to his/her application.

3.2.3 Authorizes the hospital and Medical Staff representatives to consult with prior and current associates and others who may have information bearing on his/her professional competence, character, ability to perform the privileges requested, ethical qualifications, ability to work cooperatively with others, and other qualifications for membership and the clinical privileges requested.

3.2.4 Consents to hospital and Medical Staff representatives' inspection of all records and documents that may be material to an evaluation of:

a. Professional qualifications and competence to carry out the clinical privileges requested;

b. Physical and mental/emotional health status to the extent relevant to safely perform requested privileges;

c. Professional and ethical qualifications;

d. Professional liability actions including currently pending claims involving the applicant; and

e. Any other issue relevant to establishing the applicant's suitability for membership and/or privileges.

3.2.5 Releases from liability and promises not to sue, all individuals and organizations who provide information to the hospital or the Medical Staff, including otherwise privileged or confidential information to the hospital representatives concerning his/her background; experience; competence; professional ethics; character; physical and mental health to the extent relevant to the capacity to fulfill requested privileges; emotional stability; utilization practice patterns; and other qualifications for staff appointment and clinical privileges.

3.2.6 Authorizes the hospital Medical Staff and administrative representatives to release any and all credentialing and peer review information to other hospitals, licensing boards, appropriate government bodies and other health care entities or to engage in any valid discussion relating to the past and present evaluation of the applicant's training, experience, character, conduct, judgment, or other matters relevant to the determination of the applicant's overall qualifications upon appropriately signed release of information document(s). Acknowledges and consents to agree to an absolute and unconditional release of liability and waiver of any and all claims, lawsuits, or challenges against any Medical Staff or hospital representative regarding the release of any requested information and further, that all such representatives shall have the full benefit of this release and absolute waiver as well as any legal protections afforded under the law.

3.2.7 Acknowledges that the applicant has had access to the Medical and Dental Staff Bylaws, including all rules, regulations, policies and procedures of the Medical Staff, and agrees to abide by their provisions.

Notwithstanding section 3.2.5 through 3.2.7, if an individual institutes legal action and does not prevail, s/he shall reimburse the hospital and any member of the Medical Staff named in the action for all costs incurred in defending such legal action, including reasonable attorney(s) fees.

3.2.8 Agrees to provide accurate answers to all questions and information items contained within the application for clinical privileges and medical staff membership, and agrees to notify the Medical Staff Office in writing immediately, and in no case later than 30 days, should any of the information regarding such items change during processing of this application or the period of the applicant's Medical Staff membership or privileges. If the applicant answers any of the questions or information items contained within the application affirmatively and/or provides information identifying a problem with any of the questions or information items, the applicant will be required to submit a written explanation of the circumstances involved.

3.3 Application Evaluation

3.3.1 **Credentialing Process:** An expedited review and approval process may be used for initial appointment or for reappointment. All initial applications for membership and/or privileges will be designated Category 1 or Category 2 as follows;

Category 1: A completed application that does not raise concerns as identified in the criteria for Category 2. Applicants in Category 1 will be granted Medical Staff membership and/or privileges after review and action by the following: Department Chief, Credentials Chair acting on behalf of the Credentials Committee, the MEC and a Board committee consisting of at least two individuals.

Category 2: If one or more of the following criteria are identified in the course of reviewing a completed and verified application, the application will be treated as Category 2. Applications in Category 2 must be reviewed and acted on by the Department Chief, Credentials Committee, MEC, and the Board. The Credentials Committee may request that an appropriate subject matter expert assess selected applications. At all stages in this review process, the burden is upon the applicant to provide evidence that s/he meets the criteria for membership on the Medical Staff and for the granting of requested privileges. Criteria for Category 2 applications include but are not necessarily limited to the following:

a. The final recommendation of the MEC is adverse or with limitation;

b. The applicant is found to have experienced an involuntary termination of Medical Staff membership or involuntary limitation, reduction, denial, or loss of clinical privileges at another organization or has a current challenge or a previously successful challenge to licensure or registration;

c. Applicant is, or has been, under investigation by a state medical board or has prior disciplinary actions or legal sanctions;

d. Applicant has had an unusual pattern of malpractice cases or excessive number of professional liability actions resulting in a judgment against the applicant filed within the past five (5) years;

e. Applicant changed medical schools or residency programs due to adverse or corrective action or has unusual gaps in training or practice;

f. Applicant has one or more reference responses that raise concerns or questions;

g. Discrepancy is found between information received from the applicant and references or verified information;

h. Applicant has an adverse National Practitioner Data Bank report related to behavior, licensure, and/or clinical privileges;

i. The request for privileges are not reasonable based upon applicant's experience, training, and demonstrated current competence, and/or is not in compliance with applicable criteria;

j. Applicant has been removed from a managed care panel for reasons of professional conduct or quality;

k. Applicant has potentially relevant physical, mental, and/or emotional health problems;

l. Other reasons as determined by a Medical Staff leader or other representative of the hospital which raise questions about the qualifications, competency, professionalism, or appropriateness of the applicant for membership or privileges.

3.3.2 Applicant Interview

a. All applicants for appointment to the Medical Staff and/or the granting of clinical privileges may be required to participate in an interview at the discretion of the Department Chief, Credentials Committee, MEC, or Board. The interview may take place in person or by telephone at the discretion of the hospital or its agents. The applicant shall not be permitted to be accompanied or represented by counsel in any such interview. The interview may be used to solicit information required to complete the credentials file or clarify information previously provided, e.g., clinical knowledge and judgment, professional behavior, malpractice history, reasons for leaving past healthcare organizations, or other matters bearing on the applicant's ability to render care at the generally recognized level for the community. The interview may also be used to communicate Medical Staff performance expectations.

b. Procedure: The applicant will be notified if an interview is requested. Failure of the applicant to appear for a scheduled interview will be deemed a withdrawal of the application.

3.3.3 Department Chief Action

a. All completed applications are presented to the Department Chief for review, and recommendation. The Department Chief reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Department Chief, in consultation with the Medical Staff professional, determines whether the application is forwarded as a Category 1 or Category 2. The Department Chief may obtain input if necessary from an appropriate subject matter expert. If a Department Chief believes a conflict of interest exists that might preclude his/her ability to make an unbiased recommendation s/he will notify the Vice-Chief of the Department who will then be responsible for reviewing the application. Should both the Department Chief and Vice-Chief have an existing conflict of interest, the Department Chief will notify the Credentials Chair and forward the application without comment.

b. The Department Chief forwards to the Medical Staff Credentials Committee the following:

   i. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

   ii. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

   iii. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

   iv. Comments to support these recommendations.

3.3.4 Medical Staff Credentials Committee Action

If the application is designated Category 1, it is presented to the Credentials Chair, or designee, for review and recommendation. The Credentials Chair reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Credentials Chair has the opportunity to determine whether the application is forwarded as a Category 1 or may change the designation to a Category 2. If forwarded as a Category 1, the Credentials Chair acts on behalf of the Medical Staff Credentials Committee and the application is presented to the MEC for review and recommendation. If designated Category 2, the Medical Staff Credentials Committee reviews the application and forwards the following to the MEC:

a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

b. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

d. Comments to support these recommendations.

3.3.5 MEC Action

If the application is designated Category 1, it is presented to the MEC which may meet in accordance with quorum requirements established for expedited credentialing. The Chief of Staff has the opportunity to determine whether the application is forwarded as a Category 1, or may change the designation to a Category 2. The application is reviewed to ensure that it fulfills the established standards for membership and/or clinical privileges. The MEC forwards the following to the Board:

a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

b. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

d. Comments to support these recommendations.

Whenever the MEC makes an adverse recommendation, a special notice, containing the requirements outlined in Section 4.3 of Part II of these Bylaws, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

3.3.6 Board Action:

a. If the application is designated by the MEC as Category 1 it is presented to the Board or an appropriate subcommittee of at least two (2) members where the application is reviewed to ensure that it fulfills the established standards for membership and clinical privileges. If the Board or subcommittee agrees with the recommendations of the MEC, the application is approved and the requested membership and/or privileges are granted for a period not to exceed twenty-four (24) months. If a subcommittee takes the action, it is reported to the entire Board at its next scheduled meeting. If the Board or subcommittee disagrees with the recommendation, then the procedure for processing Category 2 applications will be followed.

b. If the application is designated as a Category 2, the Board reviews the application and votes for one of the following actions:

   i. The Board may adopt or reject in whole or in part a recommendation of the MEC or refer the recommendation to the MEC for further consideration stating the reasons for such referral back and setting a time limit within which a subsequent recommendation must be made. If the Board concurs with the applicant's request for membership and/or privileges it will grant the appropriate membership and/or privileges for a period not to exceed twenty-four (24) months;

   ii. If the board's action is adverse to the applicant, a special notice, stating the reason, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan); or

   iii. The Board shall take final action in the matter as provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

3.3.7 **Notice of final decision:** Notice of the Board's final decision shall be given, through the Chief of Staff to the MEC and to the Chair of each Department concerned. The applicant shall receive written notice of appointment and special notice of any adverse final decisions in a timely manner. A decision and notice of appointment includes the staff category to which the applicant is appointed, the Department to which s/he is assigned, the clinical privileges s/he may exercise, the timeframe of the appointment, and any special conditions attached to the appointment.

3.3.8 **Time periods for processing:** All individual and groups acting on a complete application for staff appointment and/or clinical privileges must do so in a timely and good faith manner, and, except for good cause, each application will be processed within 180 (one-hundred eighty) calendar days.

These time periods are deemed guidelines and do not create any right to have an application processed within these precise periods. If the provisions of Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) are activated, the time requirements provided therein govern the continued processing of the application.

Section 4. Reappointment

4.1 Criteria for Reappointment

4.1.1 It is the policy of the hospital to approve for reappointment and/or renewal of privileges only those practitioners who meet the criteria for initial appointment as identified in section 2. The MEC must also determine that the practitioner provides effective care that is consistent with the hospital standards regarding ongoing quality and the hospital performance improvement program. The practitioner must provide the information enumerated in Section 4.2 below. All reappointments and renewals of clinical privileges are for a period not to exceed twenty-four (24) months. The granting of new clinical privileges to existing Medical Staff members or other practitioners with privileges will follow the steps described in Section 3 above concerning the initial granting of new clinical privileges and Section 6.1 below concerning focused professional practice evaluation. The Chief of Staff, or Vice-Chief of Staff, shall substitute for the Department Chief in the evaluation of current competency of the Department Chief, and recommend appropriate action to the Credentials Committee.

4.2 Information Collection and Verification

4.2.1 **From appointee:** On or before four (4) months prior to the date of expiration of a Medical Staff appointment or grant of privileges, a representative from the Medical Staff office notifies the practitioner of the date of expiration and supplies him/her with an application for reappointment for membership and/or privileges. At least sixty (60) calendar days prior to this date the practitioner must return the following to the Medical Staff office:

a. A completed reapplication form, which includes complete information to update his/her file on items listed in his/her original application, any required new, additional, or clarifying information, and any required fees or dues;

b. Information concerning continuing training and education internal and external to the hospital during the preceding period; and

c. By signing the reapplication form the appointee agrees to the same terms as identified in Section 3.2 above.

4.2.2 From internal and/or external sources: The Medical Staff office collects and verifies information regarding each practitioner's professional and collegial activities to include those items and practitioner responses contained within the practitioner's application.

4.2.3 The following information is also collected and verified:

a. A summary of clinical activity at this hospital for each practitioner due for reappointment;

b. Performance and conduct in this hospital and other healthcare organizations in which the practitioner has provided substantial clinical care since the last reappointment, including patient care, medical/clinical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and system-based practice;

c. Documentation of any required hours of continuing medical education activity;

d. Service on Medical Staff, Department, and hospital committees;

e. Timely and accurate completion of medical records;

f. Compliance with all applicable Bylaws, policies, rules, regulations, and procedures of the hospital and Medical Staff;

g. Any gaps in employment, affiliation or practice since the previous appointment or reappointment;

h. Any information and explanation for resignation or removal from staff at a hospital or other health care organization;

i. Verification of current licensure, DEA certificate and Nevada Pharmacy license;

j. National Practitioner Data Bank query and information from the OIG List of Excluded Individuals/Entities;

k. When sufficient practitioner-specific data is not available to evaluate competency, one or more peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges;

l. Malpractice history for the past two (2) years, which is primary source verified by the Medical Staff office with the practitioner's malpractice carrier(s); and

m. Other reasonable indicators of continuing competency or qualifications.

4.2.4 Failure, without good cause, to provide any requested information in the timeframe necessary to complete processing and obtain approval prior to the expiration of appointment will result in automatic expiration of appointment when the appointment period is concluded. Once the information is received, the Medical Staff office verifies this additional information and notifies the practitioner of any additional information that may be needed to resolve any doubts about performance or material in the credentials file.

4.3 Evaluation of Application for Reappointment of Membership and/or Privileges

4.3.1 Expedited review reappointment applications will be categorized as described in Section 3.3.1 above.

4.3.2 The reappointment application will be reviewed and acted upon as described in Sections 3.3.3 through 3.3.8 above. For the purpose of reappointment an "adverse recommendation" by the Board as used in section 3 means a recommendation or action to deny reappointment, or to deny or restrict requested clinical privileges or any action that would entitle the applicant to a Fair Hearing under Part II of the Medical and Dental Staff Bylaws. The terms "applicant" and "appointment" as used in these sections shall be read respectively, as "staff appointee" and "reappointment."

4.4 Special Conditions for Advanced Practice Professionals

4.4.1 In addition to the items outlined in Section 4.2 above, the following information is collected and verified at the time of reappointment for Advanced Practice Professionals:

a. APP Evaluation completed by the APP's Supervising/Collaborating Physician or Department Chief;

b. At least one (1) peer reference chosen from the practitioners who have observed the applicant's clinical and professional performance;

c. As applicable, Nevada State Supervision Agreement (Physician Assistant);

d. As applicable, Certified Registered Nurse Anesthetists Statement of Sponsor;

e. As applicable, current certification from the National Commission on Certification of Physician Assistants;

Section 5. Clinical Privileges

5.1 Exercise of Privileges

A practitioner providing clinical services at the hospital may exercise only those privileges granted to him/her by the Board or emergency or disaster privileges as described herein. Privileges may be granted by the Board, upon recommendation of the MEC, to practitioners having a license or other authorized credential authorizing the provision healthcare services, but who are not otherwise eligible for UMC Medical and Dental Staff Membership.

5.2 Practitioners Eligible to Apply For Privileges Without Membership

The following categories of practitioners are eligible to apply for clinical privileges but do not otherwise qualify for membership to the UMC Medical and Dental Staff:

a. Advanced Practice Professionals (APPs) subject to hospital or regulatory physician supervision requirements, including, without limitation, Physician Assistants-Certified (PA-Cs) and Certified Registered Nurse Anesthetists (CRNAs);

b. Physicians serving short locum tenens positions;

c. Telemedicine physicians;

d. House staff such as residents moonlighting in the hospital;

e. Clinical psychologists;

f. Allied health professionals (such as RNFAs or scrub techs providing a surgical level of care); or

g. Other practitioners having been deemed appropriate by the MEC and Board.

5.3 Requests

When applicable, each application for appointment or reappointment to the Medical Staff or for privileges must contain a request for the specific clinical privileges the applicant desires. Specific requests must also be submitted for temporary privileges and for modifications of privileges in the interim between reappointments and/or granting of privileges.

5.4 Basis for Privileges Determination

5.4.1 Requests for clinical privileges will be considered only when accompanied by evidence of education, training, experience, and demonstrated current competence as specified by the hospital in its Board approved criteria for clinical privileges.

5.4.2 Privileges for which no criteria have been established:

In the event a request for a privilege is submitted for a new technology, a procedure new to the hospital, an existing procedure used in a significantly different manner, or involving a cross-specialty privilege for which no criteria have been established, the request will be tabled for a reasonable period of time, usually not to exceed sixty (60) calendar days. During this time the MEC will:

a. Review the community, patient, and hospital need for the privilege and reach agreement with management and the Board that the privilege is approved to be exercised at the hospital;

b. Review with members of the Credentials Committee the efficacy and clinical viability of the requested privilege and confirm that this privilege is approved for use in the setting-specific area of the hospital by appropriate regulatory agencies (FDA, OSHA, etc.);

c. Meet with management to ensure that the new privilege is consistent with the hospital's mission, values, strategic, operating, capital, information, and staffing plans; and

d. Work with management to ensure that any/all exclusive contract issues, if applicable are resolved in such a way to allow the new or cross-specialty privileges in question to be provided without violating the existing contract. Upon recommendation from the Credentials Committee and appropriate Department or subject matter experts (as determined by the Credentials Committee), the MEC will formulate the necessary criteria and recommend these to the Board. Once objective criteria have been established, the original request will be processed as described herein:

   i. For the development of criteria, the Medical Staff service professional (or designee) will compile information relevant to the privileges requested which may include, but need not be limited to, position and opinion papers from specialty organizations, white papers as available, position and opinion statements from interested individuals or groups, and documentation from other hospitals in the region as appropriate;

   ii. Criteria to be established for the privilege(s) in question include education, training, board status, certification (if applicable), experience, and evidence of current competence. Proctoring requirements will be addressed including who may serve as proctor and how many proctored cases will be required. Hospital related issues such as exclusive contracts, equipment, clinical support staff and management will be referred to the appropriate hospital administrator and/or department director; and

   iii. If the privileges requested overlap two or more specialty disciplines, an ad hoc committee will be appointed by the Credentials Chair to recommend criteria for the privilege(s) in question. This committee will consist of at least one, but not more than two, members from each involved discipline. The chair of the ad hoc committee will be a member of the Credentials Committee who has no vested interest in the issue.

5.4.3 Requests for clinical privileges will be consistently evaluated on the basis of prior and continuing education, training, experience, utilization practice patterns, current ability to perform the privileges requested, and demonstrated current competence, ability, and judgment. Additional factors that may be used in determining privileges are patient care needs and the hospital's capability to support the type of privileges being requested and the availability of qualified coverage in the applicant's absence. The basis for privileges determination to be made in connection with periodic reappointment or a requested change in privileges must include documented clinical performance and results of the practitioner's performance improvement program activities. Privileges determinations will also be based on pertinent information from other sources, such as peers and/or faculty from other institutions and health care settings where the practitioner exercises clinical privileges.

5.4.4 The procedure by which requests for clinical privileges are processed are as outlined in Section 3 above.

5.5 Special Conditions for Dental Privileges

Requests for clinical privileges for dentists are processed in the same manner as all other privilege requests. Privileges for surgical procedures performed by dentists and/or oral and maxillofacial surgeons will require that all dental patients receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff with privileges to perform such an evaluation, which will be recorded in the medical record.

5.6 Special Conditions for Podiatric Privileges

Requests for clinical privileges for podiatrists are processed in the same manner as all other privilege requests. All podiatric patients will receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff that will be recorded in the medical record.

5.7 Special Conditions for Privileges of Advanced Practice Registered Nurse

Advanced Practice Registered Nurses shall include nurse practitioners, certified nurse-midwives, and clinical nurse specialists (CNS) having a license to practice as an advanced practice registered nurse under Chapter 632 of the Nevada Revised Statutes. Requests for clinical privileges for advanced practice registered nurses are processed in the same manner as all other privilege requests. Privileges for advanced practice registered nurses shall be limited to only perform acts authorized pursuant to NRS 632.237, within the scope of practice of the advanced practice registered nurse, and authorized under the Delineation of Privileges of the applicable clinical service department.

5.8 Special Conditions for Privileges of Medical Officers of the Armed Forces of the United States Providing Medical Care Within the Hospital

Pursuant to NRS 449.2455, the Hospital may enter into an agreement with the Armed Forces of the United States to authorize a medical officer to provide medical care at the Hospital as part of a training or educational program to further the employment of the medical officer. Except as otherwise specified in Part III, Section 2.3.1 of these Bylaws, requests for clinical privileges for medical officers of the Armed Forces of the United States to provide medical services within the hospital will be processed in the same manner as all other privilege requests. All requests for clinical privileges for medical officers of the Armed Forces of the United States shall be coordinated through the Office of Military Medicine at the Hospital and such practitioners shall solely exercise privileges pursuant to an authorized agreement under NRS 449.2455 and any other applicable laws and regulations.

5.9 Special Conditions for Practitioners Eligible for Privileges without Membership

5.9.1 Requests for privileges from such individuals are processed in the same manner as requests for clinical privileges by providers eligible for Medical Staff membership, with the exception that such individuals are not eligible for membership on the Medical Staff and do not have the rights and privileges of such membership. Only those categories of practitioners approved by the Board for providing services at the hospital are eligible to apply for privileges.

5.9.2 Advance Practice Professionals (APPs) in this category may, subject to any licensure requirements or other limitations, exercise independent judgment only within the areas of their professional competence and participate directly in the medical management of patients under the collaboration or supervision of a physician who has been accorded privileges to provide such care. The privileges of these APPs shall terminate immediately, without right to due process, in the event that the employment of the APP with the hospital is terminated for any reason or if the employment contract or sponsorship of the APP with a physician member of the Medical Staff organization is terminated for any reason.

5.10 Special Conditions for Residents or Fellows in Training

5.10.1 Residents or fellows in training in the hospital shall not normally hold membership on the Medical Staff and shall not normally be granted specific clinical privileges. Rather, they shall be permitted to function clinically only in accordance with the written training protocols developed by the professional graduate education committee in conjunction with the residency training program. The protocols must delineate the roles, responsibilities, and patient care activities of residents and fellows including which types of residents may write patient care orders, under what circumstances why they may do so, and what entries a supervising physician must countersign. The protocol must also describe the mechanisms through which resident directors and supervisors make decisions about a resident's progressive involvement and independence in delivering patient care and how these decisions will be communicated to appropriate Medical Staff and hospital leaders.

5.10.2 The post-graduate education program director or committee must communicate periodically with the MEC and the Board about the performance of its residents, patient safety issues, and quality of patient care and must work with the MEC to assure that all supervising physicians possess clinical privileges commensurate with their supervising activities.

5.11 Telemedicine Privileges

Requests for telemedicine privileges at the hospital that includes patient care, treatment, and services will be processed through one of the following mechanisms:

a. The hospital fully privileges and credentials the practitioner; or

b. The hospital privileges practitioners using credentialing information from the distant site if the distant site is a Joint Commission accredited hospital or telemedicine entity.

5.12 Temporary Privileges

The CEO, or designee, acting on behalf of the Board and based on the recommendation of the Chief of Staff or designee, may grant temporary privileges. Temporary privileges may be granted only in two (2) circumstances: 1) to fulfill an important patient care, treatment, or service need, or 2) when an initial applicant with a complete application that raises no concerns is awaiting review and approval of the MEC and the Board.

5.12.1 Important Patient Care, Treatment, or Service Need: Temporary privileges may be granted on a case by case basis when an important patient care, treatment, or service need exists that mandates an immediate authorization to practice, for a limited period of time, not to exceed 120 calendar days. When granting such privileges the organized Medical Staff verifies current licensure and current competence.

5.12.2 Clean Application Awaiting Approval: Temporary privileges may be granted for up to one hundred and twenty (120) calendar days when the new applicant for Medical Staff membership and/or privileges is waiting for review and recommendation by the MEC and approval by the Board. Additionally, the application must meet the criteria for Category 1, expedited credentialing consideration as noted in section 3 of this manual.

5.12.3 Special requirements of consultation and reporting may be imposed as part of the granting of temporary privileges. Except in unusual circumstances, temporary privileges will not be granted unless the practitioner has agreed in writing to abide by the Bylaws, rules, and regulations and policies of the Medical Staff and hospital in all matters relating to his/her temporary privileges. Whether or not such written agreement is obtained, these Bylaws, rules, regulations, and policies control all matters relating to the exercise of clinical privileges.

5.12.4 Termination of temporary privileges: The CEO, acting on behalf of the Board and after consultation with the Chief of Staff, may terminate any or all of the practitioner's privileges based upon the discovery of any information or the occurrence of any event of a nature which raises questions about a practitioner's privileges. When a patient's life or wellbeing is endangered, any person entitled to impose summary suspension under the Medical and Dental Staff Bylaws may affect the termination. In the event of any such termination, the practitioner's patients then will be assigned to another practitioner by the Chief of Staff or his/her designee. The wishes of the patient shall be considered, when feasible, in choosing a substitute practitioner.

5.12.5 Rights of the practitioner with temporary privileges: A practitioner is not entitled to the procedural rights afforded in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) because his/her request for temporary privileges is refused or because all or any part of his/her temporary privileges are terminated or suspended unless the decision is based on clinical incompetence or unprofessional conduct.

5.12.6 Emergency Privileges: In the case of a medical emergency, any practitioner is authorized to do everything possible to save the patient's life or to save the patient from serious harm, to the degree permitted by the practitioner's license, regardless of Department affiliation, staff category, or level of privileges. A practitioner exercising emergency privileges is obligated to summon all consultative assistance deemed necessary and to arrange appropriate follow-up.

5.12.7 Disaster Privileges:

a. If the institution's Disaster Plan has been activated and the organization is unable to meet immediate patient needs, the CEO and other individuals as identified in the institution's Disaster Plan with similar authority, may, on a case by case basis consistent with medical licensing and other relevant state statutes, grant disaster privileges to selected LIPs. These practitioners must present a valid government-issued photo identification issued by a state or federal agency (e.g., driver's license or passport) and at least one of the following:

   i. A current picture hospital ID card that clearly identifies professional designation;

   ii. A current license to practice;

   iii. Primary source verification of the license;

iv. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT), or Medical Reserve Corps (MRC), Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal organizations or groups;

v. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity); or

vi. Identification by a current hospital or Medical Staff member (s) who possesses personal knowledge regarding the volunteer's ability to act as a licensed independent practitioner during a disaster.

b. The Medical Staff has a mechanism (i.e., badging) to readily identify volunteer practitioners who have been granted disaster privileges.

c. The Medical Staff oversees the professional performance of volunteer practitioners who have been granted disaster privileges by direct observation, mentoring, or clinical record review. The organization makes a decision (based on information obtained regarding the professional practice of the volunteer) within 72 hours whether disaster recovery privileges should be continued.

d. Primary source verification of licensure begins as soon as the immediate situation is under control, and is completed within 72 hours from the time the volunteer practitioner presents to the organization. If primary source verification cannot be completed in 72 hours, there is documentation of the following: 1) why primary source verification could not be performed in 72 hours; 2) evidence of a demonstrated ability to continue to provide adequate care, treatment, and services; and 3) an attempt to rectify the situation as soon as possible.

e. Once the immediate situation has passed and such determination has been made consistent with the institution's Disaster Plan, the practitioner's disaster privileges will terminate immediately.

f. Any individual identified in the institution's Disaster Plan with the authority to grant disaster privileges shall also have the authority to terminate disaster privileges. Such authority may be exercised in the sole discretion of the hospital and will not give rise to a right to a fair hearing or an appeal.

Section 6. Clinical Competency Evaluation

6.1 Focused Professional Practice Evaluation (FPPE)

Practitioners shall undergo a period of FPPE for all initial and additional requests for privileges and/or as needed to address clinical quality of care concerns. The Credentials Committee, after receiving a recommendation from the Department Chief, will define the circumstances that require monitoring and evaluation of the clinical performance of each practitioner following his or her initial grant of clinical privileges at the hospital. Such monitoring may utilize prospective, concurrent, or retrospective proctoring, including but not limited to: chart review, the tracking of performance monitors/indicators, external peer review, simulations, morbidity and mortality reviews, and discussion with other healthcare individuals involved in the care of each patient. The Credentials Committee will also establish the duration for such FPPE and triggers that indicate the need for performance monitoring.

6.2 Ongoing Professional Practice Evaluation (OPPE)

The Medical Staff will also engage in OPPE to identify professional practice trends that affect quality of care and patient safety. Information from this evaluation process will be factored into the decision to maintain existing privileges, to revise existing privileges, or to revoke an existing privilege prior to or at the time of reappointment. OPPE shall be undertaken as part of the Medical Staff's evaluation, measurement, and improvement of practitioner's current clinical competency. In addition, each practitioner may be subject to FPPE when issues affecting the provision of safe, high quality patient care are identified through the OPPE process. Decisions to assign a period of performance monitoring or evaluation to further assess current competence must be based on the evaluation of an individual's current clinical competence, practice behavior, and ability to perform a specific privilege.

Section 7. Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies

7.1 Reapplication after adverse credentials decision

Except as otherwise determined by the MEC or Board, a practitioner who has received a final adverse decision or who has resigned or withdrawn an application for appointment or reappointment or clinical privileges while under investigation or to avoid an investigation is not eligible to reapply to the Medical Staff or for clinical privileges for a period of five (5) years from the date of the notice of the final adverse decision or the effective date of the resignation or application withdrawal. Any such application is processed in accordance with the procedures then in force. As part of the reapplication, the practitioner must submit such additional information as the Medical Staff and/or Board requires demonstrating that the basis of the earlier adverse action no longer exists. If such information is not provided, the reapplication will be considered incomplete and voluntarily withdrawn and will not be processed any further.

7.2 Request for modification of appointment status or privileges

A practitioner, either in connection with reappointment or at any other time, may request modification of staff category, Department assignment, or clinical privileges by submitting a written request to the Medical Staff office. A modification request must be on the prescribed form and must contain all pertinent information supportive of the request. All requests for additional clinical privileges must be accompanied by information demonstrating additional education, training, and current clinical competence in the specific privileges requested. A modification application is processed in the same manner as a reappointment, which is outlined in Section 5 of this manual. A practitioner who determines that s/he no longer exercises, or wishes to restrict or limit the exercise of, particular privileges that s/he has been granted shall send written notice, through the Medical Staff office, to the Credentials Committee, and MEC. A copy of this notice shall be included in the practitioner's credentials file.

7.3 Resignation of staff appointment or privileges

A practitioner who wishes to resign his/her staff appointment and/or clinical privileges must provide written notice to the appropriate Department Chief of Staff. The resignation shall specify the reason for the resignation and the effective date. A practitioner who resigns his/her staff appointment and/or clinical privileges is obligated to fully and accurately complete all portions of all medical records for which s/he is responsible prior to the effective date of resignation. Failure to do so shall result in an entry in the practitioner's credentials file acknowledging the resignation and indicating that it became effective under unfavorable circumstances.

7.4 Exhaustion of administrative remedies

Every practitioner agrees that s/he will exhaust all the administrative remedies afforded in the various sections of this manual, the Governance and the Investigation, Corrective Action, Hearing and Appeal Plan before initiating legal action against the hospital or its agents.

7.5 Reporting requirements

The Chief of Staff shall be responsible for assuring that the hospital satisfies its obligations under State law and the Health Care Quality Improvement Act of 1986 and its successor statutes. Whenever a practitioner's privileges are limited, revoked, or in any way constrained, the hospital must, in accordance with State and Federal laws or regulations, report those constraints to the appropriate State and Federal authorities, registries, and/or data bases, such as the NPDB. Actions that must be reported include, but are not limited to, any negative professional review action against a physician or dentist related to clinical incompetence or misconduct that leads to a denial of appointment and/or reappointment; reduction in clinical privileges for greater than thirty (30) calendar days; resignation, surrender of privileges, or acceptance of privilege reduction either during an investigation or to avoid an investigation.

7.6 Reporting of Adverse Action

The hospital shall report actions taken against a practitioner to the appropriate regulatory agencies in accordance with all applicable state and federal laws, including, without limitation:

a. Any adverse action taken by the MEC and based upon the practitioner's professional competence or conduct that adversely affects the clinical privileges of the practitioner for more than 30 days shall be reported to the National Practitioner's Data Bank;

b. Any surrender of a practitioner's clinical privileges while under investigation for possible professional incompetence or improper professional conduct, or any surrender of privileges in return for not conducting an investigation or taking an otherwise reportable action shall be reported to the National Practitioner's Data Bank.

c. Any change in the practitioner's privileges while the practitioner is under investigation and the outcome of any disciplinary action taken against the practitioner concerning patient care or practitioner competency shall be reported to the Board of Medical Examiners within thirty (30) days.

d. Any change in privileges of the practitioner based on an investigation of the practitioner's mental, medical or psychological competency, or upon suspected substance abuse shall be reported to the Board of Medical Examiners within five (5) days.

Section 8. Leave of Absence

8.1 Leave Request

A leave of absence must be requested for any absence from the Medical Staff and/or patient care responsibilities longer than sixty (60) days, except for instances of maternity or paternity leave, and whether such absence is related to the individual's physical or mental health or to the ability to care for patients safely and competently. A practitioner who wishes to obtain a voluntary leave of absence must provide written notice to the Chief of Staff stating the reasons for the leave and approximate period of time of the leave, which may not exceed one year except for military service or express permission by the Board. Requests for leave must be forwarded with a recommendation from the MEC and affirmed by the Board. While on leave of absence, the practitioner may not exercise clinical privileges or prerogatives and must maintain all appropriate licenses and certification during the period of the leave. If the practitioner's current grant of membership and /or privileges is due to expire during the leave of absence, the Practitioner must apply for reappointment, or his/her appointment and/or clinical privileges shall lapse at the end of the appointment period. In the event that a practitioner has not demonstrated good cause for a leave, or where a request for extension is not granted, the determination shall be final, with no recourse to a hearing and appeal.

8.2 Termination of Leave

At least thirty (30) calendar days prior to the termination of the leave, or at any earlier time, the practitioner may request reinstatement by sending a written notice to the Chief of Staff. The practitioner must submit a written summary of relevant activities during the leave if the MEC or Board so requests. A practitioner returning from a leave of absence for health reasons must provide a report from his/her physician that answers any questions that the MEC or Board may have as part of considering the request for reinstatement. The MEC makes a recommendation to the Board concerning reinstatement, and the applicable procedures concerning the granting of privileges are followed.

8.3 Failure to Request Reinstatement

Failure, without good cause, to request reinstatement on or before thirty (30) days of the leave of absence end date shall be deemed a voluntary resignation from the Medical Staff and shall result in automatic termination of membership, privileges, and prerogatives. A member whose membership is automatically terminated shall not be entitled to the procedural rights provided in Part II of these Bylaws unless the leave of absence was done during the time the practitioner was undergoing an investigation. A request for Medical Staff membership subsequently received from a member so terminated shall be submitted and processed in the manner specified for applications for initial appointments.

Section 9. Practitioners Providing Contracted Services

9.1 Exclusivity Policy

Whenever hospital policy specifies that certain hospital facilities or services may be provided on an exclusive basis in accordance with contracts or letters of agreement between the hospital and qualified practitioners, then other practitioners must, except in an emergency or life threatening situation, adhere to the exclusivity policy in arranging for or providing care. Application for initial appointment or for clinical privileges related to the hospital facilities or services covered by exclusive agreements will not be accepted or processed unless submitted in accordance with the existing contract or agreement with the hospital. Practitioners who have previously been granted privileges, which then become covered by an exclusive contract, will not be able to exercise those privileges unless they become a party to the contract.

9.2 Qualifications

A practitioner who is or will be providing specified professional services pursuant to a contract or a letter of agreement with the hospital must meet the same qualifications, must be processed in the same manner, and must fulfill all the obligations of his/her appointment category as any other applicant or staff appointee.

9.3 Disciplinary Action

The terms of the Medical and Dental Staff Bylaws will govern disciplinary action taken by or recommended by the MEC.

9.4 Effect of Contract or Employment Expiration or Termination

The effect of expiration or other termination of a contract upon a practitioner's staff appointment and clinical privileges will be governed solely by the terms of the practitioner's contract with the hospital. If the contract or the employment agreement is silent on the matter, then contract expiration or other termination alone will not affect the practitioner's staff appointment status or clinical privileges.

Section 10. Medical Administrative Officers

10.1 A medical administrative officer is a practitioner engaged by the hospital either full or part time in an administratively responsible capacity~~, whose activities may also include clinical responsibilities such as direct patient care, teaching, or supervision of the patient care activities of other practitioners under the officer's direction.~~. They shall not have clinical privileges, hold office, or be eligible to vote.

10.2 ~~Each~~Notwithstanding the preceding, if desired, each medical administrative officer ~~must~~may achieve and maintain Medical Staff appointment and clinical privileges appropriate to his/her ~~clinical responsibilities~~training and discharge staff obligations appropriate to his/her staff category in the same manner applicable to all other staff members.

10.3 Effect of removal from office or adverse change in appointment status or clinical privileges:

10.3.1 Where a contract exists between the officer and the hospital, its terms govern the effect of removal from the medical administrative office on the officer's staff appointment and privileges and the effect an adverse change in the officer's staff appointment or clinical privileges has on his remaining in office.

10.3.2 In the absence of a contract or where the contract is silent on the matter, removal from office has no effect on appointment status or clinical privileges. The effect of an adverse change in appointment status or clinical privileges on continuance in office will be as determined by the Board.

10.3.3 A medical administrative officer has the same procedural rights as all other staff members in the event of an adverse change in appointment status or clinical privileges unless the change is, by contract a consequence of removal from office.

University Medical Center of Southern Nevada

University Medical Center of Southern Nevada
Medical and Dental Staff Rules and Regulations

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Part I. Medical and Dental Staff Rules & Regulations

PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

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Section 1. Introduction

These Rules and Regulations are adopted by the Medical Executive Committee, and approved by the Board of Clark County Commissioners sitting as the Board of Trustees or its delegated authority, to further define the general policies contained in the Medical and Dental Staff Bylaws, and to govern the discharge of professional services within the Hospital. These Rules and Regulations are binding on all Medical Staff appointees and other individuals exercising clinical privileges. Hospital policies concerning the delivery of health care may not conflict with these Rules and Regulations, and these Rules and Regulations shall prevail in any area of conflict. These Rules and Regulations of the Medical Staff may be adopted, amended, or repealed only by the mechanism provided in the Medical and Dental Staff Bylaws. This article supersedes and replaces any and all other Medical and Dental Staff Rules and Regulations pertaining to the subject matter thereof.

The specific responsibilities of each individual Practitioner are to render specific professional services at the level of quality and efficiency equal to, or greater than, that generally recognized and accepted among Practitioners of the same profession, in a manner consistent with licensure, education and expertise, and in an economically efficient manner, taking into account patient needs, available Hospital facilities and resources, adherence to the Code of Ethics as prescribed by his/her profession, and Case Management/utilization standards in effect in the Hospital.

Section 2. Admission and Discharge

2.1 ADMISSIONS

2.1.1 General

The hospital accepts short-term patients for care and treatment provided suitable facilities are available.

a. **Admitting Privileges**: A patient may be admitted to the hospital only by a practitioner on the Medical Staff with admitting privileges. Emergency physicians may write admitting orders but cannot be the admitting physician of record. Podiatric surgeons and Dentists who do not have full History and Physical privileges will be required to co-admit.

b. **Admitting Diagnosis**: Except in an emergency, no patient will be admitted to the hospital until a provisional diagnosis or valid reason for admission has been entered in the medical record. In the case of emergency, such statement will be recorded as soon as possible.

c. **Admission Procedure**: Admissions must be scheduled with the Hospital's Patient Access Services/Admitting Department. A bed will be assigned based upon the medical condition of the patient and the availability of hospital staff and services. Except in an emergency, the admitting practitioner or his designee shall contact the Hospital's Patient Access Services/Admitting Department to ascertain whether there is an available bed.

d. **Admission to Pediatrics**. All individuals under the age of eighteen (18) must be admitted as a pediatric patient.

2.1.2 Admission Priority

Patient Access Services/Admitting personnel will admit patients on the basis of the following order of priorities:

a. **Emergency Admission**: Emergency admissions are the most seriously ill patients. The condition of this patient is one of immediate and extreme risk. This patient requires immediate attention and is likely to expire without stabilization and treatment. The emergency admission patient will be admitted immediately to the first appropriate bed available.

b. **Urgent Admissions**: Urgent admission patients meet the criteria for inpatient admission, however their condition is not life threatening. Urgent admission patients will be admitted as soon as an appropriate bed is available. Urgent admissions include admissions for observation as determined by Center for Medicare/Medicaid Services (CMS) criteria.

c. **Elective Admissions**: Elective admission patients meet the medical necessity criteria for hospitalization but there is no element of urgency for his/her health's sake. These patients may be admitted on a first-come, first-serve basis. A waiting list will be kept and each patient will be admitted as soon as a bed becomes available.

2.1.3 Assignment to Appropriate Service Areas

Every effort will be made to assign patients to areas appropriate to their needs. Patients requiring emergency or critical care will be routed to the Emergency Department for stabilization and transfer to the appropriate treatment area. Patients in active labor will be admitted directly to the Family Birthing Center/Labor and Delivery area per hospital policy after determination that the patient is stable. All patients under the age of eighteen (18) shall be assigned to pediatric services.

2.2 UNASSIGNED EMERGENCY PATIENTS

The Emergency Medical Treatment and Active Labor Act (EMTALA) requires that for all patients who present to the Emergency Department, the Hospital must provide for an appropriate medical screening examination within the capability of the hospital's emergency department, including ancillary services routinely available to the emergency department, to determine whether or not an emergency medical condition exists. The Medical Screening Examination must be performed by a Qualified Medical Provider which is a Physician, Advanced Practice Registered Nurse, Physician Assistant, or a Labor and Delivery Nurse with Neonatal Resuscitation training. Pregnant patients, greater than twenty (20) weeks gestation, with a primary obstetrical complaint can have their medical screening exam done in the Family Birthing Center/Labor and Delivery area.

2.2.1 Definition of Unassigned Patient

Patients who present to the Emergency Department and require admission and/or treatment shall have a practitioner assigned by the Emergency Department physician if one or more of the following criteria are met:

a. the patient does not have a primary care practitioner or does not indicate a preference;

b. the patient's primary care practitioner does not have admitting privileges; or

c. the patient's injuries or condition fall outside the scope of the patient's primary care practitioner.

2.2.2 Unassigned Call Service

a. **Unassigned Call Schedule**: The Hospital is required to maintain a list of physicians who are on call for duty after the initial examination to provide treatment necessary to stabilize an individual with an emergency medical condition. Each Medical Staff Department Chief, or his/her designee, shall provide the Emergency Department and the Medical Staff Services Office with a list of physicians who are scheduled to take emergency call on a rotating basis. Practitioners shall comply with all obligations, duties, and responsibilities required by Hospital policy, or applicable Hospital-practitioner contract, which relate to the maintenance of the unassigned call schedule.

b. **Response Time**: It is the responsibility of the on-call physician, or designee, to respond in an appropriate time frame. The on-call physician, or designee, shall respond to calls from the Emergency Department within ten (10) minutes by telephone unless an earlier timeframe is stipulated by contract or other policy, and must arrive at the Hospital, if requested to see the patient, to evaluate the patient within thirty (30) minutes for emergent patients or within a time frame specified by the Emergency Department physician for non-emergent patients. If there is a difference of opinion on how quickly the on-call physician must respond, the emergency department practitioner (who has seen the patient) will determine the response time of the on-call physician. If the on-call

physician does not respond to being called or paged, the physician's Department Chief will be contacted. Failure to respond in a timely manner may result in the initiation of disciplinary action.

c. **Substitute Coverage**: It is the On-Call physician's responsibility to arrange for coverage and officially update the schedule if he/she is unavailable to take call when assigned. If an On-Call Physician has an emergent case at another hospital or UMC they must provide the name of an alternate practitioner with equivalent privileges, to provide on-call coverage. Failure to notify the Medical Staff Department of alternate call coverage may result in the initiation of disciplinary action. It is the On Call physician's responsibility to provide a one (1) time and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

2.2.3 Patients Not Requiring Admission

In cases where the Emergency Department consults with the unassigned call physician and no admission is deemed necessary, the Emergency Department physician shall implement the appropriate care/treatment and discharge the patient with arrangements made for appropriate follow-up care. It is the unassigned call physician's responsibility to provide at least one (1) timely and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

2.2.4 Unassigned Patients Returning to the Hospital

Unassigned patients who present to the Emergency Department will be referred to the practitioner taking unassigned call that day unless a patient-physician relationship has been developed and the patient is no longer considered "unassigned."

2.2.5 Guidelines for Unassigned Call

Unassigned call will be performed in accordance with the "On Call Physician Policy".

2.2.6 Use of the Unassigned Call Roster

The unassigned call roster may be used as default consultation coverage when a practitioner cannot obtain consultation on his/her patient on a voluntary basis. The responsible on-call practitioner will be the practitioner who is on call when the consultation request is placed.

2.2.7 Failure to Meet Unassigned Call Obligations

All failures to meet unassigned call responsibilities shall be reported to the Department Chief and the Chief of Staff. Recurrent failure to meet call obligations may result in corrective action per the Medical and Dental Staff Bylaws.

2.3 TRANSFERS

2.3.1 Transfers from Other Acute Care Facilities

Transfers from other acute care facilities shall comply with NRS Chapter 439B and EMTALA guidelines and must meet the following criteria:

a. The patient must be medically stable for transfer;

b. The patient's condition must meet medical necessity criteria;

c. The patient must require, and this Hospital must be able to provide, a higher level of care or a specific inpatient service not available at the transferring facility OR it is requested by the patient or patient's family; and

d. Responsibility for the patient must be accepted by an emergency physician, within EMTALA guidelines.

2.3.2 Transfers Within the Hospital

Patients may be transferred from one patient care unit to another in accordance with the priority established by the Hospital. All practitioners actively providing care to the patient will be notified of all transfers per the methods noted in hospital policy.

2.3.3 Transfers to Another Hospital

Patients who are transferred to another hospital must follow the Hospital policy on patient transfers to ensure compliance with NRS Chapter 439B and EMTALA.

2.4 PATIENTS WHO ARE A DANGER TO THEMSELVES AND OTHERS

The admitting practitioner, or designee, is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others.

The admitting practitioner is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others. Practitioners who have patients who are a danger to themselves and/or others should follow the hospital "Suicide Precautions" policy.

2.5 PROMPT ASSESSMENT

All new admissions must be personally assessed by the attending physician or his/her designated covering practitioner within twelve (12) hours and have a history and physical examination completed and on the record within twenty-four (24) hours. Patients admitted to intermediate care units must be seen within four (4) hours. Patients admitted to critical care units must be seen within two (2) hours. Unstable patients must be seen as soon as possible in a time period dictated by the acuity of their illness.

2.6 DISCHARGE ORDERS AND INSTRUCTIONS

Patients will be discharged or transferred only upon the authenticated order of the attending physician or his or her privileged designee who shall provide, or assist Hospital personnel in providing, written discharge instructions in a form that can be understood by all individuals and organizations responsible for the patient's care. These instructions should include, if appropriate:

a. A list of all medications the patient is to take post-discharge;

b. Dietary instructions and modifications;

c. Medical equipment and supplies;

d. Instructions for pain management;

e. Any restrictions or modification of activity;

f. Follow up appointments and continuing care instructions;

g. Referrals to rehabilitation, physical therapy, and home health services; and

h. Recommended lifestyle changes, such as smoking cessation.

2.7 DISCHARGE AGAINST MEDICAL ADVICE

Should a patient leave the hospital against the advice of the attending physician, or without a discharge order, Hospital policy shall be followed. The attending physician shall be notified that the patient has left against medical advice.

2.8 DISCHARGE PLANNING

Discharge planning is a formalized process through which follow-up care is planned and carried out for each patient. Discharge planning is undertaken to ensure that a patient remains in the hospital only for as long as medically necessary. All practitioners are expected to participate in the discharge planning activities established by the Hospital and approved by the Medical Executive Committee.

Section 3. Medical Records

3.1 GENERAL REQUIREMENTS

The medical record provides data and information to facilitate patient care, serves as a financial and legal record, aids in clinical research, supports decision analysis, and guides professional and organizational performance improvement. The medical record must contain information to justify admission or medical treatment, to support the diagnosis, to validate and document the course and results of treatment, and to facilitate continuity of care. Only authorized individuals may have access to and make entries into the medical record. The attending physician is responsible for the preparation of the physician components to ensure a complete and legible medical record for each patient. At a minimum, the completed medical record must contain the following:

a. Evidence of patient history and physical examination completed in accordance with Hospital policy.
b. Patient diagnosis at the time of admission.
c. The results of all consultative evaluations of the patient and the appropriate findings by clinical and other staff involved in caring for the patient.
d. Documentation of any complications suffered by the patient, infections acquired by the patient while in the hospital and unfavorable reactions by the patient to drugs and anesthesia administered to the patient.
e. Properly executed informed consent for all procedures and treatments specified by the Medical Staff, or federal or state law, as requiring written patient consent.
f. All orders of practitioners, nursing notes, reports of treatment, records of medication, radiology and laboratory reports, vital signs and other information necessary to monitor the condition of the patient.
g. A discharge summary that includes a description of the outcome of the hospitalization, disposition of the case and the provisions for follow-up care that have been provided to the patient.
h. The final diagnosis of the patient.

In order to practice medicine, all healthcare practitioners who exercise privileges in the facility are required to utilize the electronic health record (EHR) in order to meet regulatory requirements and provide efficiencies in delivering healthcare to the community. All healthcare practitioners will undergo appropriate EHR training, and comply with security guidelines, per the Hospital's policy on use of the EHR. Practitioners who fail to utilize the EHR system, or who otherwise fail to comply with Hospital policy on the use of EHR, shall be subject to corrective action.

3.2 AUTHENTICATION

All clinical entries in the patient's medical record will be accurately dated, timed, and authenticated (signed) with the practitioner's legible signature or by approved electronic means.

3.3 CLARITY, LEGIBILITY, AND COMPLETENESS

All healthcare practitioners who exercise privileges at UMC are required to utilize the electronic healthcare record. Use of other modes of documentation (i.e., paper) shall only occur during designated system downtime or where such use has otherwise been pre-approved by the UMC Health Record Informatics Committee. In such circumstances, all handwritten entries in the medical record shall be made in ink and shall be clear, complete, and legible. Orders which are, in the opinion of the authorized

individual, as noted in the "Provision for Patient Care" policy, responsible for executing the order, illegible, unclear, incomplete, or improperly documented (such as those containing prohibited abbreviation and symbols) will not be implemented. Improper orders shall be called to the attention of the ordering practitioner timely. The authorized individual will contact the practitioner, request a verbal order for clarification, read back the order, and document the clarification in the medical record. This verbal order must be signed by the ordering practitioner as described in Subsection 4.4.2.

3.4 ABBREVIATIONS AND SYMBOLS

The use of abbreviations can be confusing and may be a source of medical errors. However, the Medical Staff recognizes that abbreviations may be acceptable to avoid repetition of words and phrases in written documents. The use of abbreviations and symbols in the medical record must be consistent with the following rules:

3.4.1 **Prohibited Abbreviations, Acronyms, and Symbols**: The Medical Executive Committee shall adopt a list of prohibited abbreviations and symbols that may not be used in medical record entries or orders. All practitioners shall comply with the Hospital "Abbreviations" policy.

3.4.2 **Situations Where Abbreviations Are Not Allowed**: Abbreviations, acronyms, and symbols may not be used in recording the final diagnoses and procedures on the face sheet of the medical record.

3.5 ADMISSION HISTORY AND PHYSICAL EXAMINATION

3.5.1 **Time Limits**

a. For all inpatients, patients under observation, or patients receiving anesthesia: A complete history and physical should be completed no more than seven (7) days before or twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services.

b. For outpatient procedures requiring only moderate sedation: A focused history and physical shall be completed no more than thirty (30) days before or 24 hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, is to be completed and documented within twenty-four (24) hours after admission or registration, but prior to the surgery or a procedure requiring moderate sedation.

c. For outpatient procedures that do not require anesthesia or moderate sedation: In accordance with a policy established by the medical staff, an assessment of a patient, in lieu of a history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when the patient is receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia.

3.5.2 **Who May Perform and Document the Admission History and Physical Examination**

All medical history and physical examinations, or updates thereto, must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy.

3.5.3 **Compliance with Documentation Guidelines**

The documentation of the admission history and physical examination shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority.

A **complete history and physical examination** is required for all admissions, all surgeries requiring anesthesia (general, regional, monitored anesthesia care (MAC), or deep sedation), and all observation patients. A complete history and physical examination report must include the following information:

a. Chief complaint or reason for the admission or procedure;

b. A description of the present illness;

c. Past medical history, including current medications, allergies, past and present diagnoses, illnesses, operations, injuries, treatment, and health risk factors;

d. An age-appropriate social history;

e. A pertinent family history;

f. A review of systems;

g. Cardiorespiratory exams and other relevant physical findings;

h. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care; evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

A **focused history and physical examination** report is used for outpatient procedures that do not require anesthesia (general, regional, MAC, or deep sedation). A focused history and physical is required to be done for all outpatient procedures using moderate sedation. A focused history and physical should include the following information:

a. Chief complaint or reason for the admission or procedure;

b. A description of the present illness;

c. Past medical history, including current medications, allergies, and current diagnoses;

d. A review of systems relative to the procedure planned;

e. Relevant physical findings, including an evaluation of the cardiac and respiratory systems and the affected body area;

f. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care; evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

In accordance with an established policy of the medical staff, an **assessment**, in lieu of a complete or focused history and physical examination, may be used when the patient is receiving

specific outpatient surgical or procedural services not requiring anesthesia or moderate sedation. The policy established by the medical staff which allows for the performance of an assessment in lieu of a history and physical examination must apply only to those patients receiving specific outpatient procedural services and be based upon the following:

a. Patient age, diagnoses, the type and number of surgeries and procedures to be performed, comorbidities, and the level of anesthesia required for the surgery or procedure;

b. Nationally recognized guidelines and standards of practice for assessment of specific types of patients prior to specific outpatient surgeries and procedures; and

c. Applicable State and local health and safety laws.

3.5.4 Admitting Physician is Responsible for the Admission History and Physical Examination

Completion of the patient's admission history and physical examination is the responsibility of the admitting physician or his/her designee.

3.6 PREOPERATIVE DOCUMENTATION

3.6.1 Policy

Except in an emergency, a current medical history and appropriate physical examination will be documented in the medical record prior to:

a. all invasive procedures performed in the Hospital's surgical suites;

b. certain procedures performed in the Radiology Department and Catheterization Lab (angiography, angioplasty, myelograms, abdominal and intrathoracic biopsy or aspiration, pacemaker and defibrillator implantation, electrophysiological studies, and ablations); and

c. certain procedures performed in other treatment areas (bronchoscopy, gastrointestinal endoscopy, transesophageal echocardiography, therapeutic nerve blocks, central arterial line insertions, and elective electrical cardioversion).

In accordance with a policy established by the medical staff pursuant to Section 3.5.3 above, an assessment may be completed, in lieu of an otherwise required history and physical, when the patient is receiving specific outpatient surgical or procedural services not requiring moderate sedation or anesthesia.

When a history and physical examination is required prior to a procedure, and the procedure is not deemed an emergency, the procedure will be cancelled if an H&P is not completed. In cases of procedures performed by podiatrists and dentists who are not privileged to perform the complete H&P, another practitioner privileged to perform the complete H&P or the pre-anesthesia evaluation may suffice for the update to the history and physical examination.

3.7 PROGRESS NOTES

3.7.1 Daily Progress Notes

The attending physician, or Advanced Practice Professional (APP), will record a progress note each day for each significant patient encounter on all hospitalized (inpatient, observation, and boarded) patients excluding the day of admission and the day of discharge. A physician must do the progress note on postoperative day #1 for all patients undergoing a procedure. ICU patients

must be seen daily by a physician. All progress notes must document the reason for continued hospitalization.

3.7.2 Co-signature of Progress Notes

Progress notes documented by APPs do not need co-signature by the physician but should include attestation from the APP that the physician is involved in the care of the patient when applicable. Progress notes documented by residents or fellows do require co-signature by the physician within one (1) day, unless the attending physician documents their own note.

3.8 OPERATIVE / PROCEDURE REPORTS

Operative reports will be entered or dictated immediately after surgery, and in no case, later than twenty-four (24) hours after the end of the procedure, and the report promptly signed by the surgeon and made a part of the patient's current medical record. Operative/procedure reports will include:

a. the name of the licensed independent practitioner(s) who performed the procedure and any assistants and a description of their tasks,

b. the pre-operative diagnosis,

c. the name of the procedure performed,

d. a description of the procedure performed,

e. the type of anesthesia administered,

f. findings of the procedure,

g. complications, if any,

h. any estimated blood loss,

i. any specimen(s) removed,

j. any prosthetic devices, transplants, grafts, or tissues implanted, and

k. the postoperative diagnosis.

3.9 IMMEDIATE OPERATIVE/PROCEDURAL NOTES

If there is a delay in getting the operative/procedure report in the medical record, an immediate operative / procedural note is recorded in the medical record, prior to transfer to the next level of care, outlining the procedure performed. Immediate operative/procedural notes will include:

a. the name of the licensed independent practitioner(s) who performed the procedure and any assistants,

b. the name of the procedure performed,

c. findings of the procedure,

d. any estimated blood loss,

e. any specimen(s) removed, and

f. the post-operative/procedure diagnosis.

3.10 ANESTHESIA NOTES

Practitioners must document a pre-anesthesia assessment, an intraoperative record, and a post-anesthesia assessment for all patients undergoing anesthesia. A pre-anesthesia evaluation must be completed by a practitioner qualified to administer anesthesia at least forty-eight (48) hours before surgery. A post-anesthesia evaluation shall be placed in the record within forty-eight (48) hours after the completion of a procedure involving anesthesia or deep sedation in accordance with CMS and Joint Commission guidelines. The note shall be entered by an anesthesia practitioner or by the physician who administered the deep sedation. This note should contain the following information:

a. Respiratory function, including respiratory rate, airway patency, and oxygen saturation;
b. Cardiovascular function, including pulse rate and blood pressure;
c. Mental status;
d. Temperature;
e. Pain;
f. Nausea and vomiting; and
g. Postoperative hydration.

3.11 CONSULTATION REPORTS

The documentation in the consultation report shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority. Consultation reports will demonstrate evidence of review of the patient's record by the consultant, pertinent findings on examination of the patient, the consultant's opinion and recommendations. This report will be made part of the patient's record. The Consultation Report should be completed and entered in the patient's chart within the time frame specified by the physician ordering the consult and no later than twenty-four (24) hours after receipt of notification of the consult request, unless the attending ordering the consultation agrees to a longer timeframe. If there is a difference of opinion on how quickly the consulting physician must respond, the attending physician or designee (who has seen the patient) will determine the response time of the consultant. If a full consult note is not immediately available after the consultation, a note should be documented in the record containing the consultant's assessment and plan for the care of the patient. If a consultation is performed by an APP other than an APRN the consulting physician must cosign the consultation.

If the report is not in the record within the prescribed time, an explanatory note should be recorded in the record. When operative procedures are involved, the consultation note, except in emergency situations so verified on the record, will be recorded prior to the operation/procedure.

3.12 OBSTETRICAL RECORD

The obstetrical record must include a medical history, including a complete prenatal record if available, and an appropriate physical examination. A copy of the practitioner's office prenatal record may serve as the history and physical for uncomplicated vaginal deliveries if it is legible and complete and the last prenatal visit was within seven (7) days of admission. If the office prenatal record is used as the history and physical examination, an update must be performed as described in the bylaws.

3.13 FINAL DIAGNOSES

The final diagnoses will be recorded in full, without the use of symbols or abbreviations dated and signed by the discharging physician in the discharge summary, transfer note, or death summary of the patient. In

the event that pertinent diagnostic information has not been received at the time the patient is discharged, the practitioner will be required to document such in the patient's record.

3.14 DISCHARGE SUMMARIES

The content of the medical record will be sufficient to justify the diagnosis, treatment, and outcome. The discharge summary should be completed no later than forty-eight (48) hours after discharge. All discharge summaries should be written and signed by the individual completing the discharge and in accordance with UMC EHR policy. The discharge summary should be a meaningful synopsis of the care rendered during the hospitalization.

3.14.1 **Content**: A discharge summary will be entered or dictated upon the discharge or transfer of hospitalized patients. The discharge summary is the responsibility of the discharging physician and will contain:

a. Reason for hospitalization;

b. Summary of hospital course, including significant findings, the procedures performed, and treatment rendered;

c. Condition of the patient at discharge;

d. Instructions given to the patient and family, including medications, referrals, and follow-up appointments; and

e. Final diagnoses.

3.14.2 **Deaths**: A discharge summary is required on all patients who have expired and will include:

a. Reason for admission;

b. Summary of hospital course; and

c. Final diagnoses.

3.14.3 **Timing**: A Discharge Summary is to be completed no case later than forty-eight (48) hours after discharge, transfer, or death.

3.15 DIAGNOSTIC REPORTS

Inpatient diagnostic reports (including but not limited to inpatient EEGs, EKGs, echocardiograms, stress tests, Doppler studies) must be read by the physician scheduled to provide the interpretation service within twenty-four (24) hours of availability of the test. Failure to provide prompt interpretation of diagnostic tests may result in removal from the reading list. Outpatient diagnostic reports should be read by the physician in the timeframe stipulated by contract.

3.16 ADVANCED PRACTICE PROFESSIONALS (APPs)

The attending or supervising/collaborating physician will review and authenticate all history and physical examinations, consultations and discharge summaries prepared by the Advanced Practice Professional. The signature signifies that the attending or supervising/collaborating physician has reviewed the patient's medical record and approved the care rendered by the Advanced Practice Professional. An advanced practice registered nurse having been granted medical staff membership and clinical privileges may independently complete appropriate medical record documentation, without the need of physician co-signature, provided that the act has been authorized within the APRN's delineation of privileges, is

authorized pursuant to NRS 632.237 and NAC 632.255, and within his or her authorized scope of practice.

3.17 RESIDENTS AND FELLOWS IN TRAINING

Residents and fellows in training, who are not moonlighting outside of their training program, must have their history and physical examinations, progress notes, operative notes, and operative reports cosigned within one calendar day by the attending physician, or their physician designee. They must also have their discharge summaries cosigned by the discharging physician, or their physician designee, within forty-eight (48) hours after discharge of the patient. If the attending physician enters his/her own independent note, there is no need to cosign the resident's or fellow's progress note for that day.

3.18 MEDICAL RECORD ACCESS AND CONFIDENTIALITY

A patient's medical record is the property of the Hospital. If requested, the record will be made available to any member of the Medical Staff attending the patient and to members of medical staffs of other hospitals upon written consent of the patient or by the appropriate Hospital authority in an emergency situation. Medical records will otherwise be disclosed only pursuant to court order, subpoena, or in accordance with state or federal law and regulation. Records will not be removed from the Hospital's jurisdiction or safekeeping except in compliance with a court order, subpoena, or in accordance with state or federal law and regulation.

3.18.1 **Access to Old Records**: In case of readmission of a patient, all previous records will be made available to the admitting practitioner whether the patient was attended by the same practitioner or by another practitioner.

3.18.2 **Unauthorized Removal of Records**: Unauthorized removal of charts from their designated space(s) is grounds for corrective action of privileges of the practitioner for a period to be determined by the Medical Executive Committee.

3.18.3 **Access for Medical Research**: Access to the medical records of all patients will be afforded to members of the Medical Staff for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patient. All such projects must have prior approval of the Institutional Review Board. The written request will include: (1) The topic of study; (2) the goals and objectives of the study; and (3) the method of record selection. All approved written requests will be presented to the Director of the Health Information Management Department.

3.18.4 **Access for Former Members**: Provided that the use or disclosure of the information would comply with applicable federal and state law and regulation, former members of the Medical Staff will be permitted access to information from the medical records of their patients covering all periods during which they attended such patients in the Hospital.

3.19 MEDICAL RECORD COMPLETION

A medical record will not be permanently filed until it is completed by the responsible practitioner or is ordered filed by the Medical Executive Committee.

3.19.1 **Requirements for Timely Completion of Medical Records**

Medical records must be completed in accordance with the following standards:

a. An Admission History and Physical Examination or Updated History and Physical Examination must be entered in the medical record in the timeframes noted in the bylaws, Part I, Section 2.6.8. A privileged physician must co-sign the H&P performed by a resident/fellow or APP within one (1) calendar day;

b. A Preoperative History and Physical Examination or Focused Preoperative History and Physical Examination must be entered in the medical record prior to the surgery or procedure;

c. An Admission Prenatal Record must be entered in the medical record by the attending physician or designated covering practitioner within twenty-four (24) hours after an obstetrical admission and prior to the delivery of the infant;

d. An Operative/Procedure Report must be entered in the medical record by the performing practitioner immediately, but in no case, later than twenty-four (24) hours following the surgery or procedure;

e. If the Operative Report is not immediately available, an Immediate Post-Operative/Procedure Note must be entered in the medical record by the performing practitioner prior to transfer of the patient to the next level of care.

f. An Inpatient Progress Note must be recorded each day for each significant patient encounter on all hospitalized patients. A privileged physician must see the patient on the first post-operative day (if applicable). A privileged physician must see the patient daily in an intensive care unit;

g. An Emergency Department/Ambulatory Services Record must be completed by the responsible practitioner prior to the patient leaving the Emergency Department for patients transferred outside the facility. For all other patients, an Emergency Department Record must be completed by the responsible practitioner by the end of the practitioner's shift of work;

h. A Consultation Note must be completed by the consulting physician within twenty-four (24) hours of notification of the consult request;

i. Inpatient Diagnostic Reports must be completed by the interpreting physician within twenty-four (24) hours after availability of the test for review or an earlier time as noted in the contract;

j. A Discharge Summary must be entered in the medical record by the discharging physician or his/her designee no case later than forty-eight (48) hours after an inpatient or observation discharge, transfer, or death; and

k. The Inpatient or Observation Medical Record must be completed within forty-eight (48) hours of discharge, including the authentication of all progress notes, consultation notes, operative reports, and verbal and entered orders, final diagnoses, and discharge summary.

3.19.2 **Policy on Incomplete Records**

All practitioners will be held to the HIM policy on "Delinquent Medical Records Policy". If a practitioner is delinquent in their medical records completion, s/he will be unable to schedule admissions or procedures and cannot have a colleague admit/schedule for them while they are delinquent with their records.

3.20 ELECTRONIC RECORDS AND SIGNATURES

"Electronic signature" means any identifier or authentication technique attached to or logically associated with an electronic record that is intended by the party using it to have the same force and effect as a manual signature. Pursuant to state and federal law, electronic documents and signatures shall have the same effect, validity, and enforceability as manually generated records and signatures.

3.21 ORGANIZED HEALTH CARE ARRANGEMENT

For the purposes of complying with provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Medical Staff of this Hospital are deemed to be members of, and a part of, an *Organized Health Care Arrangement* ("OHCA") as that term is defined within HIPAA. This designation is intended to comply with the privacy regulations promulgated pursuant to HIPAA based upon the fact that the members of the OHCA operate in a "clinically integrated care setting." As such, members of Medical Staff shall, upon acceptance to membership, become part of the OHCA with the Hospital and the hospital's medical staff. Except for non-compliance remedies set forth in the HIPAA regulations, no member shall be liable for any actions, inactions, or liabilities of any other member. Each member of the OHCA shall be responsible for its own HIPAA compliance requirements related to services and activities performed outside the clinical setting of the OHCA.

The members hereby adopt the Hospital Joint Notice of Privacy Practices that will be distributed by the Hospital to all patients of the Hospital, and agree to comply with all requirements contained in the Joint Notice of Privacy Practices.

The members of the Medical Staff shall have access to protected health information of the patients of other members of the OHCA for purposes of treatment, payments and healthcare operations, as those terms are defined by HIPAA and the HIPAA Privacy Regulations; Provided that any member of the Medical Staff that downloads, saves or otherwise stores any protected health information, or has access to any Hospital electronic data systems, though any portal that is not solely operated by the Hospital, shall enter into a Colleague Agreement, which shall require that member of the Medical Staff to observe certain requirements, and to assume responsibility for anyone who accesses any Hospital information through a portal maintained by the member.

Members of the Medical Staff shall be entitled to disclose protected health information of a patient to other members of the OHCA for authorized health care operations of the OHCA, including peer review, mortality and morbidity meetings, tumor board, and other similar authorized health care operations of the OHCA, as permitted in the HIPAA Privacy Regulations.

Section 4. Standards of Practice

4.1 ADMITTING/ATTENDING PHYSICIAN

4.1.1 Responsibilities

Each patient admitted to the Hospital shall have an admitting physician who is an appointee of the Medical Staff with admitting privileges. The admitting physician, or authorized designee, is responsible for completion of the history and physical examination.

The attending physician, or authorized designee, will be responsible for:

a. the medical care and treatment of each patient in the Hospital;

b. making daily rounds;

c. the prompt, complete, and accurate preparation of the medical record; and

d. necessary special instructions regarding the care of the patient.

4.1.2 Identification of Attending Physician

At all times during a patient's hospitalization, the identity of the attending physician shall be clearly documented in the medical record.

4.1.3 Transferring Attending Responsibilities

Whenever the responsibilities of the attending physician are transferred to another Medical Service, a note covering the transfer of responsibility will be entered in the medical record by the attending physician.

4.2 COVERAGE AND CALL SCHEDULES

Each physician shall provide the Medical Staff Services Office with a list of designated Medical Staff appointees (usually the members of his/her group practice who are members of the same clinical department and have equivalent clinical and procedure privileges) who shall be responsible for the care of their patients in the Hospital when the physician is not available.

4.3 RESPONDING TO CALLS AND PAGES

4.3.1 **Telephonic Response**. Practitioners are expected to respond within ten (10) minutes to calls from the Hospital's patient care staff regarding their patient.

4.3.2 **Physical Response**. Practitioners are expected to respond in person within thirty (30) minutes to evaluate patients in the emergency department.

4.4 ORDERS

4.4.1 General Principles

a. All orders for treatment will be entered into the medical record.

b. All orders must be specifically given by a practitioner who is privileged by the Medical Staff.

c. Vague or "blanket" orders (such as "continue home medication" or "resume previous orders") will not be accepted.

d. Instructions should be written out in plain English. Prohibited abbreviations may not be used.

e. All orders for treatment shall be recorded in the medical record and authenticated by the ordering practitioner with his/her legible or electronic signature, date, and time.

4.4.2 **Non-Privileged Physician Orders**

Physicians who are not UMC Medical and Dental Staff members and are ordering outpatient ancillary services by writing an order or prescription must provide the following information:

a. Physician name and address

b. Physician contact number-telephone and/or cell

c. Name of a qualified representative who can take a message if physician is unavailable

d. Current Nevada Medical License number

4.4.3 **Verbal/Telephone Orders**

Verbal/telephone orders are discouraged and should be reserved for those situations when it is impossible or impractical for the practitioner to write the order or enter it in a computer. Verbal/telephone orders must comply with Hospital policy "Verbal/Telephone Orders". All telephone orders must be signed by the ordering practitioner or another practitioner involved in the patient's care within forty-eight (48) hours after discharge of the patient or in an earlier timeframe as prescribed by state law. All verbal orders must be signed by the ordering practitioner before leaving the area.

4.4.4 **Facsimile Orders**

Orders transmitted by facsimile shall be considered properly authenticated and executable provided that:

a. The facsimile is legible and received as it was originally transmitted by facsimile or computer;

b. The order is legible, clear, and complete;

c. The identity of the patient is clearly documented;

d. The facsimile contains the name of the ordering practitioner, his/her address and a telephone number for verbal confirmation, the time and date of transmission, and the name of the intended recipient of the order, as well as any other information required by federal or state law;

e. The original order, as transmitted, is signed, dated, and timed; and

f. The facsimile, as received, is signed by the attending physician or ordering practitioner within forty-eight (48) hours of discharge.

4.4.5 Cancellation of Orders Following Surgery or Transfer

All previous medication orders are canceled when the patient:

a. goes to surgery,

b. is transferred to or from a critical care area, or

c. is transferred to, and readmitted from, another hospital or health care facility.

New orders shall be specifically entered following surgery or the aforementioned transfers. Instructions to "resume previous orders" will not be accepted.

4.4.6 Drugs and Medications

Orders for drugs and medications must follow Hospital Pharmacy policy.

4.4.7 Radiologic Testing

Orders for radiologic testing should include the name of the test requested and the reason for the test; rule out diagnosis are not allowed to be used. Relevant pertinent history and exam findings are recommended to be included with the request for the test.

4.5 CONSULTATION

4.5.1 **Consultation Requests.** Any qualified practitioner with clinical privileges may be requested for consultation within his/her area of expertise. The attending physician is responsible for obtaining consultation whenever patients in his/her care require services that fall outside his/her scope of delineated clinical privileges. The attending physician will provide written authorization requesting the consultation, and permitting the consulting practitioner to attend or examine his/her patient. This request shall become part of the patient's medical record and must specify:

a. the reason for the consultation, and

b. the urgency of the consultation (emergent/urgent – within a timeframe acceptable to the referring physician based on communication with the consultant; routine – within 24 hours; delayed – within a timeframe acceptable to the referring physician as long as it does not delay the discharge planning process).

Consultation and Treatment. All consultations will be for "consultation and treatment" unless specified otherwise. It is recommended that the consultant not initiate new orders on patients on the teaching service until they have discussed their recommendation with the resident or fellow on the service.

4.5.2 **Communication.** All consultations should be communicated practitioner-to-practitioner. APPs may initiate the consultation with the knowledge of their supervising/collaborating physician.

4.5.3 **Notice.** Consultants should not order consultations with other specialties without informing the attending physician unless the need is urgent/emergent.

4.5.4 **APP Consult**. APPs may perform the consultation with the knowledge and collaboration of their supervising/collaborating physician. If the practitioner requesting the consult requests that the consulting physician perform the consultation, that request will be honored.

4.5.5 **Addressing Concerns**. If a nurse has any reason to question the care provided to any patient, or believes that appropriate consultation is needed, the nurse will bring this concern to her manager to be addressed through the chain of command. All practitioners should be receptive to obtaining consultation when requested by patients, their families, and hospital personnel.

4.5.6 **Suicide Precautions**. Requirements for consultation pertaining to patients deemed at high-risk for suicide should be handled in accordance with the Hospital's "Suicide Precautions" policy.

4.6 CRITICAL CARE UNITS

4.6.1 Critical Care Unit Privileges

The privilege to admit patients to, and manage patients in, critical care units shall be specifically delineated. When there are concerns regarding the continued stay within a critical care unit, consultation with the medical director of the unit will be obtained.

4.6.2 Prompt Evaluation of Critical Care Patients

Each patient admitted or transferred to a critical care unit shall be examined by a physician, or designee, within two (2) hours following admission or transfer.

4.6.3 Critical Care Services

Certain services and procedures may be provided to patients only in critical care units. The Medical Executive Committee shall establish policies that specify which services may be provided only in a critical care unit.

4.7 DEATH IN HOSPITAL

4.7.1 Pronouncing of Death

In the event of a hospital death, the deceased will be pronounced by a physician, resident, or Advanced Practice Registered Nurse within a reasonable time in accordance with Nevada laws and regulations. Physician Assistants (PAs), and registered nurses may be authorized to make a pronouncement of death in accordance with Nevada laws and regulations. A physician who anticipates the death of a patient because of an illness, infirmity, or disease may authorize a Physician Assistant or Registered Nurse to make a pronouncement of death if they attend the death of the patient. The attending physician's authorization must be a written order entered on the chart of the patient, state the personnel authorized to make the pronouncement of death, and be signed and dated by the physician. If the pronouncement of death is made by a registered nurse or Physician Assistant, the physician who authorized that action must sign the medical certificate of death within 24 hours of being presented with the certificate.

4.7.2 **Certifying the Cause of Death**

The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of death, and authenticating the Death Certificate within forty-eight (48) hours of death per Nevada law. If the attending physician or Advanced Practice Registered Nurse will not be available within forty-eight (48) hours of death, the certificate shall be completed by an associate physician who has access to the deceased patient's medical records or the Chief of Staff. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificate in accordance with Nevada laws and regulations.

4.7.3 **Brain Death**

Determinations of brain death shall be completed in accordance with the Hospital policy "Brain Death (Pediatric)" or "Determination of Brain Death in Adults."

4.7.4 **Organ Procurement**

When death is imminent, physicians should assist the Hospital in making a referral to its designated organ procurement organization before a potential donor is removed from a ventilator and while the potential organs are still viable. The Hospital policy "Organ/Tissue Donation Procurement" should be followed.

4.8 AUTOPSY

It is the responsibility of the attending physician to attempt to secure consent for an autopsy in all cases of unusual deaths, and in cases of medico-legal or educational interest. All practitioners shall comply with the Hospital's "Autopsy" policy.

4.9 ADVANCED PRACTICE REGISTERED NURSES

An advanced practice registered nurse may independently perform and complete only those acts of clinical practice that have been authorized within the APRN's delineation of privileges, are authorized pursuant to NRS 632.237 and NAC 632.255, and that are within his or her authorized scope of practice.

4.10 SUPERVISION OF/COLLABORATION WITH ADVANCED PRACTICE PROFESSIONALS

4.10.1 **Definition of Advanced Practice Professionals**

Advanced Practice Professionals are defined as those non-physician health care professionals having a license or other authorized credentialing, in accordance with applicable state and federal laws and regulations, to perform designated health care services within his or her scope of practice. The qualification and prerogatives of Advanced Practice Professionals are defined in the Medical and Dental Staff Bylaws. With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

The following categories of practitioners are recognized by the UMC Medical and Dental Staff as Advanced Practice Professionals (APPs):

a. Advanced Practice Registered Nurses (nurse midwives, nurse practitioners, and clinical nurse specialists) maintaining an independent license to perform those acts of clinical practice authorized pursuant to NRS 632.237, NAC 632.255, and that are within his or her authorized scope of practice,

b. Physician Assistants- Certified (PA-Cs) subject to hospital or regulatory physician supervision requirements;

c. Certified Registered Nurse Anesthetists (CRNAs) subject to hospital or regulatory physician supervision requirements;

d. Clinical psychologists;

e. Allied health professionals (such as RNFAs or scrub techs providing a surgical level of care); or

f. Other practitioners having been deemed appropriate by the MEC and Board.

With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

4.10.2 **Definition of Allied Health Professionals**

Allied Health Professionals are those healthcare professionals (including scrub techs and Registered Nurse First Assistants (RNFAs)) who provide a surgical level of care are privileged to work solely under the direct supervision of the physician.

4.10.3 **Guidelines for Supervising or Collaborating with Advanced Practice Professionals**

a. The physician(s) is (are) responsible for managing the health care of patients in all settings.

b. Health care services delivered by physicians and by Advanced Practice Professionals, whether independently or under their supervision/collaboration, must be within the scope of each practitioner's authorized practice, as defined by state law.

c. The physician(s) is(are) ultimately responsible for coordinating and managing the care of patients and, with the appropriate input of the Advanced Practice Professional, ensuring the quality of health care provided to patients.

d. When the Advanced Practice Professional is subject to hospital or regulatory physician supervision requirements in the delivery of care, the role of the Advanced Practice Professional shall be defined through a mutually agreed upon Supervision/Collaboration Agreement that is developed by the physician and the Advanced Practice Professional and Department Delineation of Privileges.

e. The physician(s) must be available for consultation with the Advanced Practice Professional at all times, either in person or through telecommunication systems or other means. A physician must be able to present to the hospital within thirty (30) minutes when needed by the Advanced Practice Professional.

f. Patients should be made clearly aware at all times whether they are being cared for by a physician or an Advanced Practice Professional.

g. The physician(s) and Advanced Practice Professional together should review all delegated patient services on a regular basis, as well as the mutually agreed upon the Supervision/Collaboration Agreement.

h. Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must document the identity of their supervising/ collaborating physician and one or more alternate supervising/collaborating physician(s) who practices medicine in the same specialty as the supervising assistant.

4.10.4 **Collaborative Practice Agreements**

Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must have on file in the Medical Staff Services Office written Supervision/Collaboration Agreement. This document must be signed by the Advanced Practice Professional and the supervising/collaborating physician. An APP may not provide a medical service that exceeds the clinical privileges granted to the supervising/collaborating physician.

The Supervision/Collaboration Agreement, if applicable, must include:

a. the name, license number and addresses of all supervising/collaborating physicians;

b. the name and practice address of the Advanced Practice Professional; and

c. the date the guidelines of the Supervision/Collaboration Agreement were developed and dates they were reviewed and amended.

4.10.5 **Supervising/Collaborating Physician**

An Advanced Practice Professional may not provide services to patients if the supervising/collaborating physician is more than thirty (30) minutes travel time from the Hospital. A physician may not supervise/collaborate with more Advanced Practice Professionals than allowed by State law. It is noted that Physician Assistants require in person supervision for the first thirty (30) days of the supervisory agreement with an osteopathic physician.

A Medical Staff appointee who fails to fulfill the responsibilities defined in this section and/or in a sponsorship agreement for the supervision of or collaboration with an Advanced Practice Professional or other dependent health care professional shall be subject to appropriate corrective action as provided in the Medical and Dental Staff Bylaws.

4.10.6 **Medical Record Documentation**

Advanced Practice Professionals shall complete medical record documentation in accordance with applicable laws, regulations, and hospital policies All documentation requiring Physician co-signature will be signed within 1 or 2 calendar days in accordance with the EHR Policy.

Advanced Practice Registered Nurses (APRN's) maintaining an independent license may complete medical record documentation without the need for physician co-signature as authorized by their clinical scope of practice, including, the entry of notes, orders, and consultations.

4.11 INFECTION CONTROL

All practitioners are responsible for complying with Infection Prevention policies and procedures in the performance of their duties.

4.12 EVIDENCE-BASED ORDER SETS

Evidence-based order sets provide a means to improve quality, and enhance the appropriate utilization and value of health care services. Evidence-based order sets assist practitioners and patients in making clinical decisions on prevention, diagnosis, treatment, and management of selected conditions. The Medical Executive Committee may adopt evidenced-based order sets upon the recommendation of multidisciplinary groups composed of Medical Staff leaders, senior administrative personnel, and those health care practitioners who are expected to implement the guidelines.

4.13 TREATMENT OF FAMILY MEMBERS

Members of the Medical and Dental Staff may not serve as the Attending or Consulting Practitioner for any member of their own family. Medical and Dental Staff members may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.

4.14 MEDICAL RECORDS OF SELF AND FAMILY MEMBERS

Practitioners shall only view their own medical records through the normal medical records release process available to patients.

Practitioners cannot view family members records without either 1) receiving permission to do so via the medical records consent process, with the consent authorization being documented in the medical record, or 2) being the treating practitioner for the family member.

4.15 ABORTIONS

Abortions may only be allowed in the Hospital when it is necessary, in appropriate medical judgment, for the preservation of the life or health of the mother.

Section 5. Patient Rights

5.1 PATIENT RIGHTS

All practitioners shall respect patient rights in accordance with applicable state and federal law and regulation and as delineated in Hospital policy on "Patient Rights and Responsibilities."

5.2 INFORMED CONSENT

The patient's right of self-decision can be effectively exercised only if the patient possesses enough information to enable an intelligent choice. The patient should make his or her own determination regarding medical treatment. The practitioner's obligation is to present the medical facts accurately to the patient, or the patient's surrogate decision-maker, and to make recommendations for management in accordance with good medical practice. The practitioner has an ethical obligation to help the patient make choices from among the therapeutic alternatives consistent with good medical practice. Informed consent is a process of communication between a patient and the practitioner that results in the patient's authorization or agreement to undergo a specific medical intervention. Practitioners must obtain informed consent in accordance with applicable Hospital policies.

5.3 WITHDRAWING AND WITHHOLDING LIFE SUSTAINING TREATMENT

Hospital policies on "Withdrawing and Withholding Life Sustaining Medical Treatment" delineate the responsibilities, procedure, and documentation that must occur when withdrawing or withholding life-sustaining treatment.

5.4 DO-NOT-RESUSCITATE ORDERS

The Hospital policy on "Categorization of Patients" delineates the responsibilities, procedure, and documentation that must occur when initiating or cancelling a Do Not Resuscitate order.

5.5 DISCLOSURE OF UNANTICIPATED OUTCOMES

The Hospital policy on "Serious Reportable Events (SRE)/Sentinel Events" delineates the responsibilities, procedure, and documentation that must occur when an unanticipated outcome does occur.

5.6 RESTRAINTS AND SECLUSION

The Hospital policy on "Restraints, Use of" delineates the responsibilities, procedure, and documentation that must occur when ordering restraints or seclusion.

5.7 ADVANCE DIRECTIVES

The Hospital policy on "Advance Directives" delineates the responsibilities, procedure, and documentation that must occur regarding Advance Directives.

5.8 INVESTIGATIONAL STUDIES

Investigational studies and clinical trials conducted at the Hospital must be approved in advance by the Institutional Review Board. When patients are asked to participate in investigational studies, Hospital policy "Human Subject Research and IRB Procedures" should be followed.

Section 6. Surgical Care

6.1 SURGICAL PRIVILEGES

A member of the Medical Staff may perform surgical or other invasive procedures in the surgical suite or other approved locations within the Hospital as approved by the Medical Executive Committee. Surgical privileges will be delineated for all practitioners performing surgery in accordance with the competencies of each practitioner. The Medical Staff Services Office will maintain a roster of practitioners specifying the surgical privileges held by each practitioner.

6.2 SURGICAL POLICIES AND PROCEDURES

All practitioners shall comply with the Hospital's surgical policies and procedures. These policies and procedures will cover the following: The procedure for scheduling surgical and invasive procedures (including priority, loss of priority, change of schedule, and information necessary to make reservations); emergency procedures; requirements prior to anesthesia and operation; outpatient procedures; care and transport of patients; use of operating rooms; contaminated areas; conductivity and environmental control; and radiation safety procedures.

6.3 ANESTHESIA

Moderate or deep sedation and anesthesia may only be provided by qualified practitioners who have been granted clinical privileges to perform these services. The anesthesiologist/anesthetist or physician privileged to perform deep sedation will maintain a complete anesthesia record (to include evidence of pre-anesthetic evaluation and post-anesthetic follow-up) of the patient's condition for each patient receiving deep sedation and anesthesia. Moderate and deep sedation shall be administered following the Hospital sedation policy and any applicable law.

The practitioner responsible for the ordering the administration of moderate sedation will document a pre-sedation evaluation and post-sedation follow-up examination.

6.4 TISSUE SPECIMENS

Specimens removed during the operation will be sent to the Hospital pathologist who will make such examination as may be considered necessary to obtain a tissue diagnosis. Certain specimens, as defined in the Hospital's pathology policy, are exempt from pathology examination. The pathologist's report will be made a part of the patient's medical record.

6.5 VERIFICATION OF CORRECT PATIENT, SITE, AND PROCEDURE

The physician/surgeon has the primary responsibility for verification of the patient, surgical site, and procedure to be performed. Patients requiring a procedure or surgical intervention will be identified by an ID with the patient's name and a second identifier as chosen by the hospital. The Hospital policy on "Universal Protocol for Surgical and Nonsurgical Invasive Procedures" shall be followed.

Section 7. Rules of Conduct

7.1 DISRUPTIVE BEHAVIOR

Members of the Medical Staff are expected to conduct themselves in a professional and cooperative manner in the Hospital. Disruptive behavior is behavior that is disruptive to the operations of the Hospital or could compromise the quality of patient care, either directly or by disrupting the ability of other professionals to provide quality patient care. Disruptive behavior includes, but is not limited to, behavior that interferes with the provision of quality patient care; intimidates professional staff; creates an environment of fear or distrust; or degrades teamwork, communication, or morale. The Hospital policy on "Medical Staff Professional Conduct" shall be followed.

7.2 REPORTING IMPAIRED PRACTITIONERS

Reports and self-referrals concerning possible impairment or disability due to physical, mental, emotional, or personality disorders, deterioration through the aging process, loss of motor skill, or excessive use or abuse of drugs or alcohol shall follow the guidelines outlined in the Hospital policy "Physician and APP Health and Wellness Policy".

7.3 HEALTH DOCUMENTATION

All privileged practitioners shall follow the Hospital policies on "Tuberculin (TB) Testing for Medical & Dental Staff and Advanced Practice Professionals (APPs)" and vaccinations.

Section 8. Department-Specific Rules and Regulations

8.1 DEPARTMENT-SPECIFIC RULES AND REGULATIONS

Subject to the approval of the Medical Executive Committee, Hospital Departments (Ambulatory Care, Anesthesiology, Emergency Medicine, Family Medicine, Hand Surgery, Medicine, Neurosurgery, Obstetrics & Gynecology, Orthopedic Surgery, Pathology, Pediatrics, Radiology, Surgery, and Trauma) may implement department-specific Rules and Regulations for the conduct of its affairs and the discharge of its responsibilities. Department-specific rules may supplement, but shall not conflict with the Medical and Dental Staff Bylaws, Medical and Dental Staff Rules and Regulations, or Hospital Policies and Procedures. To the extent department-specific rules regulations conflict with a provision of the Medical and Dental Staff Bylaws, Rules and Regulations, or Hospital policies and procedures, the departmental rule, regulation, policy, or procedure shall be deemed void.

All Department-specific rules, regulations, policies, or procedures must be adopted via the procedures mandated by the Medical Executive Committee and shall only become effective upon the approval of the Medical Executive Committee. Amendments, changes, or additions to the department-specific Rules and Regulations may be proposed by a motion of any Active member of the Department at a Department meeting. If approved by the Department, the amendments, changes, or additions shall become effective upon approval by the Medical Executive Committee.

8.1.1 Trauma Department Specific Rules & Regulations - Available in the Trauma Department

MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

Part II. Organization and Functions Manual

PART II: ORGANIZATION AND FUNCTIONS MANUAL

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Section 1. Organization and Functions of the Staff

1.1 ORGANIZATION OF THE MEDICAL STAFF

The Medical Staff shall be organized as a departmentalized staff including the following Departments and Subspecialties:

1.1.1 **Department of Ambulatory Care**

1.1.2 **Department of Anesthesiology**

1.1.3 **Department of Emergency Medicine**

- a. Pediatric Emergency Medicine
- b. Adult Emergency Medicine

1.1.4 **Department of Family Medicine**

1.1.5 **Department of Medicine**

- a. Allergy/Immunology
- b. Cardiology
- c. Dermatology
- d. Endocrinology/Metabolic Diseases
- e. Gastroenterology
- f. Hematology/Oncology
- g. Infectious Disease
- h. Internal Medicine
- i. Nephrology
- j. Neurology
- k. Psychiatry
- l. Pulmonary Medicine/Respiratory Care
- m. Physical Medicine/Rehabilitation
- n. Rheumatology

1.1.6 **Department of Neurosurgery**

1.1.7 **Department of Obstetrics & Gynecology**

1.1.8 **Department of Orthopaedic Surgery**

- a. Hand Surgery
- b. Orthopedics
- c. Podiatry

1.1.9 **Department of Pathology**

1.1.10 **Department of Pediatrics**

a. Neonatology

b. Pediatric Critical Care

1.1.11 **Department of Radiology**

a. Nuclear Medicine

1.1.12 **Department of Surgery**

a. Bariatrics

b. Cardiovascular/Thoracic Surgery

c. General Surgery

d. Ophthalmology

e. Oral/Maxillofacial Surgery

f. Otorhinolaryngology

g. Pediatric Surgery

h. Plastic Surgery

i. Urology

1.1.13 **Department of Trauma**

a. Anesthesiology

b. Burn Surgery

c. Emergency Medicine

d. General Surgery

e. Neurosurgery

f. Orthopaedics

g. Pediatric Surgery

h. Surgical Critical Care

A Department Chief shall head each Department with overall responsibility for the supervision and satisfactory discharge of assigned functions under the MEC.

1.2 RESPONSIBILITIES FOR MEDICAL STAFF FUNCTIONS

The organized Medical Staff is actively involved in the measurement, assessment, and improvement of the functions outlined in Section 1.3 with the ultimate responsibility lying with the MEC. The MEC may create committees to perform certain prescribed functions. The Medical Staff officers, Department Chiefs, hospital and Medical Staff committee chairs, are responsible for working collaboratively to accomplish required Medical Staff functions. This process may include periodic reports as appropriate to the appropriate Department or committee and elevating issues of concern to the MEC as needed to ensure adherence to regulatory and accreditation compliance and appropriate standards of medical care.

1.3 DESCRIPTION OF MEDICAL STAFF FUNCTIONS

The Medical Staff, acting as a whole or through committee, participates in or has oversight over the following activities:

1.3.1 Governance, Direction, Coordination, and Action

a. Receive, coordinate, and act upon, as necessary, the reports and recommendations from Departments, committees, other groups, and officers concerning the functions assigned to them and the discharge of their delegated administrative responsibilities;

b. Account to the Board and to the staff with written recommendations for the overall quality and efficiency of patient care at the hospital;

c. Take reasonable steps to maintain professional and ethical conduct and initiate investigations, and pursue corrective action of practitioners with privileges when warranted;

d. Make recommendations on medical, administrative, and hospital clinical and operational matters;

e. Inform the Medical Staff of the accreditation and state licensure status of the hospital;

f. Act on all matters of Medical Staff business, and fulfill any state and federal reporting requirements;

g. Oversee, develop, and plan continuing medical education (CME) plans, programs, and activities that are designed to keep the staff informed of significant new developments and new skills in medicine that are related to the findings of performance improvement activities;

h. Provide education on current ethical issues, recommend ethics policies and procedures, develop criteria and guidelines for the consideration of cases having ethical implications, and arrange for consultation with concerned physicians when ethical conflicts occur in order to facilitate and provide a process for conflict resolution;

i. Provide oversight concerning the quality of care provided by residents, interns, students, and ensure that the same act within approved guidelines established by the Medical Staff and governing body; and

j. Ensure effective, timely, and adequate comprehensive communication between the members of the Medical Staff and Medical Staff leaders as well as between Medical Staff leaders and hospital administration and the board.

1.3.2 Medical Care Evaluation/Performance Improvement/Patient Safety Activities

a. Perform ongoing professional practice evaluations (OPPE) and focused professional practice evaluations (FPPE) when requesting initial or additional privileges, on a request from the Department or Chief of Staff, or concerns arise from OPPE based on the general competencies defined by the Medical Staff;

b. Set expectations and define both individual and aggregate measures to assess current clinical competency, provide feedback to practitioners and develop plans for improving the quality of clinical care provided;

c. Actively be involved in the measurement, assessment, and improvement of activities of practitioner performance that may include, but are not limited to the following:

i. Medical assessment and treatment of patients

ii. Use of medications

iii. Use of blood and blood components

iv. Operative and other procedures

v. Education of patients and families

vi. Accurate, timely, and legible completion of patients' medical records to include the quality of medical histories and physical examinations

vii. Appropriateness of clinical practice patterns

viii. Significant departures from established pattern of clinical performance

ix. Use of developed criteria for autopsies

x. Sentinel event data

xi. Patient safety data

xii. Coordination of care, treatment, and services with other practitioners and hospital personnel, as relevant to the care, treatment, and services of an individual patient

xiii. Findings of the assessment process relevant to individual performance; and

d. Communicate findings, conclusions, recommendations, and actions to improve the performance of practitioners to Medical Staff leaders and the Board, and define in writing the responsibility for acting on recommendations for practitioner improvement.

1.3.3 **Hospital Performance Improvement and Patient Safety Programs**

a. Understand the Medical Staff's and administration's approach to and methods of performance improvement;

b. Assist the hospital to ensure that important processes and activities to improve performance and patient safety are measured, assessed, and spread systematically across all disciplines throughout the hospital;

c. Participate as requested in identifying and managing sentinel events and events that warrant intensive analysis; and

d. Participate as requested in the hospital's patient safety program including measuring, analyzing, and managing variation in the processes that affect patient care to help reduce medical/healthcare errors.

1.3.4 **Credentials Review.** See Part III: Credentials Procedures Manual

1.3.5 **Information Management**

a. Review and evaluate medical records to determine that they:

i. Properly describe the condition and progress of the patient, the quality of medical histories and physical examinations, the therapy, and the tests provided along with the results thereof, and the identification of responsibility for all actions taken; and

ii. Are sufficiently complete at all times so as to facilitate continuity of care and communication between all those providing patient care services in the hospital.

b. Develop, review, enforce, and maintain surveillance over enforcement of Medical Staff and hospital policies and rules relating to medical records including completion, preparation, forms, and format and recommend methods of enforcement thereof and changes therein; and

c. Provide liaison with hospital administration, nursing service, and medical records professionals in the utilization of the hospital on matters relating to medical records practices and information management planning.

1.3.6 **Emergency Preparedness**

a. Assist the hospital administration in developing, periodically reviewing, and implementing an emergency preparedness program that addresses disasters both external and internal to the hospital.

b. Assist in developing and periodically reviewing, in cooperation with Hospital Administration, a written plan for the care, reception and mass evacuation of the hospital, that adequately relates to other available resources in the community and coordinates the hospital's role with other agencies in the event of disasters in the hospital or nearby communities, and that is rehearsed by all personnel involved.

1.3.7 **Strategic Planning**

a. Participate in evaluating existing programs, services, and facilities of the hospital and Medical Staff; and recommend continuation, expansion, abridgment, or termination of each;

b. Participate in evaluating the financial, personnel, and other resource needs for beginning a new program or service, for constructing new facilities, or for acquiring new or replacement capital equipment; and assess the relative priorities or services and needs and allocation of present and future resources; and

c. Communicate strategic, operational, capital, human resources, information management, and corporate compliance plans to Medical Staff members.

1.3.8 **Bylaws Review**

a. Conduct periodic review of the Medical and Dental Staff Bylaws, Rules and Regulations, and policies; and

b. Submit written recommendations to the MEC and to the Board for amendments to the Medical and Dental Staff Bylaws, Rules and Regulations, and policies.

1.3.9 **Nominating**

a. Identify nominees for election to the officer positions and to other elected positions in the Medical Staff organizational structure; and

b. In identifying nominees, consult with members of the staff, the MEC, and administration concerning the qualifications and acceptability of prospective nominees.

1.3.10 **Infection Control Oversight**

a. The Medical Staff oversees the development and coordination of the hospital-wide program for surveillance, prevention, implementation, and control of infection;

b. Develop and approve policies describing the type and scope of surveillance activities including:

i. Review of cumulative microbiology recurrence and sensitivity reports; Determination of definitions and criteria for healthcare acquired infections;

ii. Review of prevalence and incidence studies, as appropriate; and

iii. Collection of additional data as needed.

c. Approve infection prevention and control actions based on evaluation of surveillance reports and other information;

d. Evaluate, develop, and revise a surveillance plan for all sampling of personnel and environments annually;

e. Develop procedures and systems for identifying, reporting, and analyzing the incidence and causes of infections;

f. Institute any surveillance, prevention, and control measures or studies when there is reason to believe any patient or personnel may be at risk;

g. Report healthcare acquired infection findings to the attending physician and appropriate clinical or administrative leader; and

h. Review all policies and procedures on infection prevention, surveillance, and control at least biannually.

1.3.11 **Pharmacy and Therapeutics Functions**

a. Maintain a formulary of drugs approved for use by the hospital;

b. Create treatment guidelines and protocols in cooperation with medical and nursing staff including review of clinical and prophylactic use of antibiotics;

c. Monitor and evaluate the efforts to minimize drug misadventures (adverse drug reactions, medication errors, drug/drug interactions, drug/food interactions, pharmacist interventions);

d. Perform drug usage evaluation studies on selected topics;

e. Perform medication usage evaluation studies as required by The Joint Commission;

f. Perform practitioner analysis related to medication use;

g. Approve policies and procedures related to The Joint Commission Patient Care Standards: to include the review of nutrition policies and practices, including guidelines/protocols on the use of special diets and total parenteral nutrition; pain management; procurement; storage; distribution; use; safety procedures; and other matters relating to medication use within the hospital;

h. Develop and measure indicators for the following elements of the patient treatment functions:

   i. Prescribing/ordering of medications;

   ii. Preparing and dispensing of medications;

   iii. Administrating medications; and

   iv. Monitoring of the effects of medication.

i. Analyze and profile data regarding the measurement of patient treatment functions by service and practitioner, where appropriate;

j. Provide routine summaries of the above analyses and recommend process improvement when opportunities are identified;

k. Serve as an advisory group to the hospital and Medical Staff pertaining to the choice of available medications; and

l. Establish standards concerning the use and control of investigational medication and of research in the use of recognized medication.

1.3.12 **Practitioner Wellness**

a. Evaluate the credibility of a complaint, allegation, or concern and establish a program for identifying and contacting practitioners who have become professionally impaired, in varying degrees, because of drug dependence (including alcoholism) or because of mental, physical, or aging problems. Refer the practitioner to appropriate professional internal or external resources for evaluation, diagnosis, and treatment;

b. Evaluate the credibility of a complaint, allegation, or concern and establish a program for managing instances of inappropriate professional conduct, disruptive behavior, and harassment.

c. Establish programs for educating practitioners and staff to prevent substance dependence and recognize impairment;

d. Notify the impaired practitioner's Department Chief and the MEC whenever the impaired practitioner's actions could endanger patients. The existence of the Professional Review Committee does not alter the primary responsibility of the Department Chief for clinical performance within that Chief's Department;

e. Create opportunities for referral (including self-referral) while maintaining confidentiality to the greatest extent possible; and

f. Report to the MEC all practitioners providing unsafe treatment so that the practitioner can be monitored until his/her rehabilitation is complete and periodically thereafter. The hospital shall not reinstate a practitioner until it is established that the practitioner has successfully completed a rehabilitation program in which the hospital has confidence.

1.3.13 **Utilization Management**

a. Study recommendations from Medical Staff members, quality assessment coordinators and others to identify problems in utilization and the review program;

b. Monitor the effectiveness of the review program and perform retrospective review in cases identified through the utilization management process;

c. Forward all unjustified cases in any review category to the appropriate Department or committee for review and action;

d. Review case-mix financial data and any other internal/external statistical data;

e. Upon review of any data, conduct further studies, perform education or refer the data to the Medical Staff peer review committee for their review and action;

Section 2. Medical Staff Committees

2.1 MEDICAL STAFF COMMITTEES

2.1.1 **General**.

The following shall be the standing committees of the Medical Staff: Medical Executive Committee, Credentials Committee, Professional Improvement Committee, Bylaws Committee, Professional Review Committee, and Nominating Committee. A committee shall meet as often as necessary to fulfill its responsibilities. Standing committees of the Medical Staff shall maintain a permanent record of its proceedings and actions and shall report its findings and recommendations ultimately to the MEC. The Chief of Staff may appoint additional ad hoc committees for specific purposes. Ad hoc committees will cease to meet when they have accomplished their appointed purpose or on a date set by the Chief of Staff when establishing the committee. The Chief of Staff and the CEO, or their designees, are ex officio members of all standing and ad hoc committees.

Committee members may be removed from the committee by the Chief of Staff or by action of the MEC for failure to remain a member of the Medical Staff in good standing or for failure to adequately participate in the activities of the committee. Any vacancy in any committee shall be filled for the remaining portion of the term in the same manner in which the original appointment was made.

Medical staff members may be appointed to hospital committees. Actions taken by hospital committees that affect the practice of practitioners with privileges must have those actions approved by the MEC prior to going into effect.

2.1.2 **Medical Executive Committee**. See UMC Bylaws, Part I: Governance, Section 6.2.

2.1.3 **Credentials Committee**. See UMC Bylaws, Part III: Credentials Procedures Manual, Section 1.

2.1.4 **Professional Improvement Committee**

a. **Composition:** The Professional Improvement Committee shall consist of at least fourteen (14) voting members with each Medical Staff Department having one representative as set forth in the Professional Improvement Committee Charter. Current Department Chiefs are ineligible to simultaneously serve as voting PIC members. The Professional Improvement Committee shall include a Professional Improvement Committee Chair who shall be appointed by the Chief of Staff. The CEO (or designee), Chief of Staff (or designee), and the Hospital Quality Director/Support Staff are ex-officio members of the Professional Improvement Committee without a vote.

b. **Responsibilities:** The committee shall be responsible for those functions described in section 1.3.2.

2.1.5 **Bylaws Committee**

a. **Composition:** The Bylaws Committee shall consist of at least five (5) members. These will be chosen from the Active Medical and Dental Staff membership, with no more than two (2) members from any department, inclusive of key hospital leadership personnel.

b. **Responsibilities:** The Bylaws Committee shall meet at least twice a year and as often as necessary to review and to make recommendations concerning the Bylaws to the Medical Executive Committee and the General Staff. The committee shall be responsible for those functions described in section 1.3.8 above

2.1.6 **Professional Review Committee**

a. **Composition:** The Professional Review Committee shall consist of the Chief of Staff (or Designee), PRC Chair or PRC Vice-Chair, Department Chief or Vice Chief of the relevant Medical Staff Department and up to three (3) additional members of the Active Medical Staff. The PRC Chair and Vice-Chair shall be appointed by the Chief of Staff for a two-year term.

b. **Responsibilities:** This committee shall be responsible for those functions described in section 1.3.12 above and issues involving professional conduct.

2.1.7 **Nominating Committee**

a. **Composition:** The Nominating Committee shall be a special committee and shall consist of five (5) members of the Active Staff appointed by the Chief of Staff. The Committee will meet in October of the election year and forward its recommendations for candidates for office to the Active Staff. To avoid conflict of interest, members who desire to run for office shall not be appointed to the Nominating Committee.

b. **Responsibilities:** The committee shall:

i. Develop criteria for leadership positions to include tenure, leadership training, previous experience in leadership positions and character; and

ii. Provide an annual slate of nominees for the elected Medical Staff positions;

2.1.8 **Advanced Practice Professional (APP) Committee**

a. **Composition**: The APP committee shall consist of at least three (3) credentialed Advanced Practice Professionals who are Active Medical Staff where eligible. The APP chair will be appointed by the Chief of Staff for a period of two (2) years. Members shall be representative of the categories of APPs practicing in the hospital when possible (APRN, PA, CRNA, etc.), and adjunct members will be invited at the discretion of the Chair.

b. **Responsibilities**: The APP committee is a multidisciplinary committee responsible for providing representation and coordination in all APP-related medical staff functions. The committee will review all APP applicants and make privilege recommendations to the Credentials Committee. The APP committee will develop and update APP core and specialty delineation of privilege documents to be aligned with current practice and applicable legal and regulatory requirements. The APP committee will oversee hospital policies that uniquely address APP practice or scope of practice. The APP committee will advise MEC committees and actively participate when APP practice and/or scope of practice are addressed. This includes consultation on items pertaining to quality, behavior, or privileging where advocacy or clarification is needed pertaining to APP practice and/or scope of practice.

2.2 HOSPITAL COMMITTEES

2.2.1 General

In addition to the Medical Staff Committees enumerated in Section 2.1, the following Hospital committees involve certain responsibilities of the Medical Staff : Burn Care Ad Hoc Committee, Cancer Committee, Center for Quality & Patient Safety Committee, Critical Care Committee, Education Committee, Ethics Committee, Health Record Informatics Committee, Joint Conference Committee, Infection Control Committee, Institutional Review Board, P&T Committee, Point of Care Testing, Stroke Committee, Transfusion Care Committee, and Utilization Management Committee.

2.2.2 Burn Care Ad Hoc Committee

a. **Composition:** The Burn Care Ad Hoc Committee shall consist of all Physicians or Dentists on the Burn Care call panel, unit manager, charge nurse, and representatives from Occupational Therapy, Dietary, Social Services, Pharmacy, and other hospital services as required.

b. **Responsibilities:** The purpose of the Burn Care Ad Hoc Committee is to assure access to a high level of care for all burn patient admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, maintenance of a burn care product formulary, coordination of multidisciplinary services, and audit of care.

2.2.3 Cancer Committee

a. **Composition:** The Cancer Committee shall consist of those physicians required by the Commission on Cancer who are members of the Medical and Dental Staff. They will be appointed by the Chair or Cancer Liaison Physician according to the requirements of the Commission on Cancer. The Chair of the Cancer Committee shall be appointed by the Chief of Staff in consultation with the CEO. Other ex-officio members without vote shall include a representative from Administration, Nursing, Social Service/hospice, Performance Improvement, Cancer Registry, and Rehabilitation. When necessary, committee composition may be adjusted as appropriate to maintain certification by the American College of Surgeons Commission on Cancer as a Hospital Cancer Program.

b. **Responsibilities:** The purpose of the Cancer Committee is to assure access to a high level of care for all cancer patients admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, clinical conferences, audit of care and maintenance, and review of a database. It shall also provide for a Clinical Tumor Board for case evaluation and review. The committee provides program leadership with duties as described in the Standards of the Commission on Cancer.

2.2.4 **Education Committee**

a. **Composition:** The Education Committee shall consist of seven (7) or more members of the Medical & Dental Staff. The members of the Medical Education Committee should be keenly interested in education and represent the major specialties and services. The members shall be appointed by the Chief of Staff, in consultation with the CEO, with approval of the Medical Executive Committee. The Administrative Director of Medical Education shall be a member, ex-officio, of the Education Committee, without vote. Voting members of the Education Committee shall serve a term of two (2) calendar years. Voting members will be replaced as needed by the Chief of Staff, in consultation with the CEO. One or more of the members will serve on The Center for Quality & Patient Safety Committee. The Chair of the Education Committee shall be appointed by the CEO, in consultation with the Chief of Staff.

b. **Responsibilities:** The Education Committee shall be concerned with the planning and recommendation of all aspects of the Continuing Medical Education programs at University Medical Center. The Administrative Director of Medical Education, in collegial consultation with the Education Committee, is responsible for the coordination and execution of said programs. The Education Committee will ensure that all Physician or Dentist programs presented at University Medical Center adhere to the accreditation guidelines as set forth by the Nevada State Medical Association as established by the Accreditation Council for Continuing Medical Education of the American Medical Association, as well as meet program goals and objectives. The Education Committee shall plan and develop educational programs based on audit studies, Medical & Dental Staff survey of perceived educational needs, new advances in knowledge, new techniques and equipment, hospital statistics, recommendation of departmental chairs and needs apparent from Committee reports.

2.2.5 **Ethics Committee**

a. **Composition:** The Ethics Committee will be appointed by the Chief of Staff, in consultation with the CEO, to serve a two (2) year term consisting of the following voting Members: Six (6) members of the active staff, one (1) member of the resident/fellow staff from the program relevant to the case will be appointed on a case by case basis, two (2) lay representatives from the community, one (1) from clergy, and two (2) members of the Nursing staff. The Committee will meet on an ad hoc basis to address specific situations concerning ethical matters and questions regarding patients' rights.

b. **Responsibilities:** Ethical questions and concerns which arise in the hospital may be brought before this Committee by any member of the Medical & Dental Staff, Nursing staff, Advanced Practice Professional staff of this hospital, a patient or family member of the patient, a person having durable power of attorney for the patient, or other committees of the Medical and Nursing staffs of the hospital. The Committee can be contacted through the Medical Staff Office during regular business hours or through the On Duty Administrator during non-business hours. The Committee shall have the final determination as to the appropriateness of the request. Requests accepted by the Committee will be finalized with a written consultation that is included in the patient's chart. Copies of this consultation are available for the patient's Physician or Dentist and the Medical Executive Committee.

2.2.6 **Health Record Informatics Committee**

a. Composition: Health Records Informatics Committee meets regularly at the discretion of the Committee Chair, to discuss issues related to health record documentation and the electronic medical record. Membership of the committee involves major medical staff department representatives as well as Nursing, HIM, admitting and selected ancillaries departments as needed.

b. Responsibilities: This committee serves as the first stop for documentation issues, and for the monitoring of the suspension activity for incomplete/deficient medical record documentation. Subcommittees that report to the HRIC include the Legal Medical Record Committee, and the Forms Committee.

2.2.7 **Infection Control Committee**

a. **Composition:** The Infection Control Committee shall include attendance by representatives from the Medical & Dental Staff, Administration, Nurse Epidemiologist, Employee Health Nurse, Director of Cardiology, Clinical Manager of MICU/SICU/NSCU and Director of Maternal Child Health with attendance, as needed by Director of Human Resources, Director of Environmental Services, Microbiology, Sterile Processing, Director of Food and Nutritional Services, Director of Plant Operations, Director of Pharmaceutical Services, Operating Room Coordinator, Chief Respiratory Therapist, and the Clark County Health District will be requested.

b. **Responsibilities:** The purpose of the Infection Control Committee is to develop recommendations to insure there shall be an effective Infection Control Program within the hospital. The Committee is delegated by the Medical and Dental Staff to conduct continuous, ongoing review of antibiotic and drug monitoring which is in conformance with the standard of the Joint Commission on Accreditation of Hospitals for infection control, and which meets the need of the hospital. The Committee shall meet as needed, but at least in accordance with Joint Commission, State, and other regulatory agency requirements, and is responsible to the Medical Executive Committee.

2.2.8 **Institutional Review Board**

a. **Composition:** Membership must be comprised of at least five members with varying backgrounds to promote complete and adequate review of research activities commonly conducted at University Medical Center. Membership will consist of at least one member whose primary concerns are in the scientific area and at least one member whose primary concerns are in non-scientific areas. The IRB may not consist entirely of members of one profession or gender. There will be at least one member who is not affiliated with the hospital and is not part of the immediate family of a person who is affiliated with the hospital. Physician or Dentist members of the IRB must maintain Active status on the Medical and Dental Staff of University Medical Center, unless specifically exempted by the Board Chairperson.

b. **Responsibilities:** The Institutional Review Board reviews, approves, monitors and evaluates research projects and clinical investigations to be conducted and/or in progress, at the Hospital, following written procedures and criteria for reviewing and monitoring studies and observing all requirements of appropriately empowered regulatory authorities. It meets at least six times per year, and may meet monthly or at other times as deemed necessary by the Board Chairperson. Board minutes will be made available to the Joint Conference and the Medical Executive Committee.

2.2.9 **Point of Care Testing Committee**

a. **Composition:** The Point of Care Committee shall consist of members of the Medical & Dental Staff, Allied Health Professionals, and employees of UMC, selected by the Chairman, that are stakeholder representatives.

b. **Responsibilities:** The Point of Care Committee is a multidisciplinary committee established to govern all Point of Care Testing activities at UMC. The Committee is responsible to approve point of care devices and monitor regulatory compliance to ensure the highest level of care to all patients receiving services at any UMC facility. It shall meet quarterly, and is responsible to the Medical Executive Committee.

2.2.10 **Quality & Patient Safety Committee**

a. **Composition:** Quality & Patient Safety Committee consist of representatives from various departments including: Administration, Clinical Quality and Patient Safety, Nursing Quality, Infection Control, Pharmacy, HIM, Medical Staff Nursing Administration, Nursing Units, Laboratory, Clinical Engineering, Food Services, Imaging Services, Primary Care and Urgent Care, Transplant Services, Human Resources and Disease Specific Services. The CEO, in consultation with the Chief of Staff, will appoint a Physician Representative and Chair to the Quality and Patient Safety Committee. Other members of the medical staff may participate as deemed necessary.

b. **Responsibilities:** The Quality and Patient Safety program is responsible to monitor, evaluate and improve the quality of care provided throughout the organization in accordance with the annual Quality and Patient Safety Plan. Objectives, scope of service, responsibilities, evaluation, prioritization and performance improvement will be conducted in accordance with the annual Quality and Patient Safety Plan. The Quality and Patient Safety Committee will evaluate the effectiveness of the Quality program annually and will present its results to the Quality and Patient Safety Committee, the Medical Executive Committee and the Governing Board.

2.2.11 **Stroke Committee**

a. **Composition:** The Stroke Committee shall be multidisciplinary and chaired by the Stroke Medical Director. The Committee shall meet a minimum of every other month or more frequently as determined by the Medical Director. All participants will be eligible to vote on all issues.

b. **Responsibilities:** The Stroke Committee is responsible for the development, implementation and monitoring of the Stroke Program. Committee functions include establishing policies and procedures, reviewing process and system issues, review and analysis of process and outcome indicators. The Committee will strive to ensure that Stroke Care provided at University Medical Center meets standards of care as defined by current evidence and literature.

2.2.12 **Trauma Committee**

a. **Composition:** The trauma committee shall consist of at least five (5) members of the Medical Staff. It shall also have hospital representatives as appointed by the CEO to fulfill requirements of the American College of Surgeons to comply with the guidelines for an ACS Verified trauma center and any State of Nevada Trauma Center designation guidelines.

b. **Responsibilities:** The committee develops policies and procedures for the trauma service, oversees the on-call schedule, develops trauma-related educational programs based on the results of its evaluation of trauma care and programs on trauma prevention for the community, evaluates human and equipment resources and makes recommendations for capital expenditures, reviews the trauma registry, and reviews, evaluates, and discusses the quality of care in cases of adverse outcomes (complications and deaths) particularly focusing on those deaths statistically expected to survive, which were identified using outcome norms. Reviews monthly statistics based on injury severity score and revised trauma score as they relate to outcomes and provides a trend analysis of complications.

2.2.13 **Utilization Management Committee**

a. **Composition:** The UMC Utilization Management Committee shall consist of two or more practitioners that carry out the utilization review function. At least two of these members of the committee must be doctors of medicine or osteopathy and one must be a staff member of the institution. The other members may be any of the other types of practitioners and can include other Leadership members.

b. **Responsibilities:** This committee shall be responsible for the functions described in section 1.3.13 above.

Section 3. Confidentiality, Immunity, Releases, and Conflict of Interest

3.1 Confidentiality of Information

To the fullest extent permitted by law, the following shall be kept confidential:

a. Information submitted, collected, or prepared by any representative of this or any other healthcare facility or organization or Medical Staff for the purposes of assessing, reviewing, evaluating, monitoring, or improving the quality and efficiency of healthcare provided;

b. Evaluations of current clinical competence and qualifications for staff appointment/affiliation and/or clinical privileges or specified services; and

c. Contributions to teaching or clinical research; and

d. Determinations that healthcare services were indicated or performed in compliance with an applicable standard of care.

This information will not be disseminated to anyone other than a representative of the hospital or to other healthcare facilities or organizations of health professionals engaged in official, authorized activities for which the information is needed. Such confidentiality shall also extend to information provided by third parties. Each practitioner expressly acknowledges that violations of confidentiality provided here are grounds for revocation of staff appointment/affiliation and/or clinical privileges or specified services.

3.2 Immunity from Liability

No representative of this healthcare organization shall be liable to a practitioner for damages or other relief for any decision, opinion, action, statement, or recommendation made within the scope of his/her duties as an official representative of the hospital or Medical Staff when done in good faith and without malice. No representative of this healthcare organization shall be liable for providing information, opinion, counsel, or services to a representative or to any healthcare facility or organization of health professionals concerning said practitioner. The immunity protections afforded in these Bylaws are in addition to those prescribed by applicable state and federal law.

3.3 Covered Activities

The confidentiality and immunity provided by this article apply to all information or disclosures performed or made in connection with this or any other healthcare facilities or organization's activities concerning, but not limited to:

a. Applications for appointment/affiliation, clinical privileges, or specified services;

b. Periodic reappraisals for renewed appointments/affiliations, clinical privileges, or specified services;

c. Corrective or disciplinary actions;

d. Hearings and appellate reviews;

e. Quality assessment and performance improvement/peer review activities;

f. Utilization review and improvement activities;

g. Claims reviews;

h. Risk management and liability prevention activities; and

i. Other hospital, committee, Department, or staff activities related to monitoring and maintaining quality and efficient patient care and appropriate professional conduct.

3.4 Releases

When requested by the Chief of Staff or designee, each practitioner shall execute general and specific releases. Failure to execute such releases shall result in an application for appointment, reappointment, or clinical privileges being deemed voluntarily withdrawn and not processed further.

3.5 Conflict of Interest

A member of the Medical Staff requested to perform a board designated Medical Staff responsibility (such as credentialing, peer review or corrective action) may have a conflict of interest if they may not be able to render an unbiased opinion. An absolute conflict of interest would result if the physician is the practitioner under review, his/her spouse, or his/her first degree relative (parent, sibling, or child). Potential conflicts of interest are either due to a provider's involvement in the patient's care not related to the issues under review or because of a relationship with the physician involved as a direct competitor, partner, or key referral source. It is the obligation of the individual physician to disclose to the affected committee the potential conflict. It is the responsibility of the committee to determine on a case-by-case basis if a potential conflict is substantial enough to prevent the individual from participating. When a potential conflict is identified, the committee chair will be informed in advance and make the determination if a substantial conflict exists. When either an absolute or substantial potential conflict is determined to exist, the individual may not participate or be present during the discussions or decisions other than to provide specific information requested.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of Amendment Number Two to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Amendment Number Two to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for managed care services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 2 – same term
Amount: Revenue based on volume
Out Clause: 180 days for convenience

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

BACKGROUND:

On December 16, 2020, the Governing Board approved the Provider Service Agreement ("Agreement") with HCP IPA Nevada, LLC ("HCP") to provide its members continued healthcare access to UMC, its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The initial Agreement term is from January 1, 2021 through December 31, 2023, unless terminated for convenience with a 180-day written notice prior to any anniversary period. The First Amendment effective January 1, 2021, added a new managed care organization to Attachment D-3 of the Agreement.

This request is for ratification of the Amendment Number Two to the Agreement to change any reference of HCP to INTERMOUNTAIN IPA NV, LLC, and update the fee schedule to include payment for orthopedic services. The Amendment was entered into immediately so that UMC could take advantage of immediate billing for services as of December 1, 2022.

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

Cleared for Agenda
February 22, 2023

Agenda Item #
6

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for ratification by the Governing Board.

AMENDMENT NUMBER TWO

This Second Amendment ("Amendment"), dated and effective December 1, 2022 (the "Effective Date"), is entered into by and between **INTERMOUNTAIN IPA NV, LLC f/k/a HCP IPA Nevada, LLC** ("Company") and **University Medical Center of Southern Nevada** ("Provider") originally dated January 1, 2021, as amended.

WHEREAS, the parties have previously executed a Provider Service Agreement effective January 1, 2021, and a First Amendment effective January 1, 2022 (collectively, the "Agreement); and

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

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Agreement as follows:

1. Any reference in the Agreement to HCP IPA Nevada, LLC means INTERMOUNTAIN IPA NV, LLC and any reference to Company shall continue to mean Company.

2. **Subsection h.** Payments for Orthopedic Services (excludes spinal surgery) **is added to ATTACHMENT A-2 Fee For Service Compensation** as follows:

h. Payments for Orthopedic Services (excludes spinal surgery). Notwithstanding anything to the contrary in the Agreement, payment to Provider shall be according to Fee Schedule defined herein:

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

For the purpose of calculating fee-for-service payment and/or encounter data information under capitation, Company shall use percent %) of Provider's billed charges in the event that a CPT and/or HCPCS code has no applicable Medicare allowable. Reimbursement for Medically Necessary medication shall be based on the Medicare ASP. Where no Medicare ASP exists, Provider shall pre-authorize use of those drugs, and shall be reimbursed at a rate of percent (%) of Provider's billed charges.

*****The following may or may not be applicable to specialty – delete if not applicable****

Notwithstanding anything in this Agreement, the following **radiology services only***, shall be reimbursed at percent (%) of CY Par MFS:

- All x-rays (Plain Film)

*Excludes MRI, CT, Ultrasound, and Nuclear Medicine

3. This Amendment supersedes any terms of the Agreement (including previous amendments) in conflict with the terms herein. All other terms of the Agreement remain in full force and effect. All capitalized terms used

in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. A party's signature below denotes agreement to these terms by its authorized representative.

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

PROVIDER	**INTERMOUNTAIN IPA NV, LLC**
_____	_____
By	By
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 98

Corporate/Business Entity Name:	HCP IPA Nevada, LLC		
(Include d.b.a., if applicable)	Health Care Partners Nevada		
Street Address:	700 E. Warm Springs	**Website:**	www.hcpnv.com
City, State and Zip Code:	Las Vegas, NV 89119	**POC Name:**	John D. Lach
		Email:	jlach@hcpnv.com
Telephone No:	702-318-2400	**Fax No:**	702-777-1201
Nevada Local Street Address: (If different from above)		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:**	
		Email:	

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

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

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

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

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

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

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

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

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

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

Signature — Print Name: Mark Price

Title: President — Date: 5/7/2020

REVISED 7/25/2014

Executive Leadership Team

Mark Price, MBA
President

Bard Coats, MD, MBA
President Emeritus

Kirk Miller
Chief Operating Officer

Cora Case, PhD, CMA, CHC
Chief Financial Officer

Ama Brobbey, MD
Chief Medical Officer

Warren Volker, MD, PhD, MS, FACOG
Chief Clinical Officer

Sloan Albert, MHA, FACHE
VP of Operations

Jim Sturgeon
VP of People Services

Jeremy Cox
VP of Operations

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Two to Provider Agreement with P3 Health Partners-Nevada, 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 Number Two to Provider Agreement with P3 Health Partners-Nevada, LLC 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 2 – Same term
Amount: Amendment 2 – Revenue based on volume
Out Clause: 120 days w/o cause

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

BACKGROUND:

On September 26, 2018, the Governing Board approved the Provider Agreement ("Agreement") with P3 Health Partners-Nevada, LLC ("P3") to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities for three (3) years from August 22, 2018 through August 21, 2021. Addendum 1, effective June 1, 2020, extended the Agreement term for two (2) years ending August 21, 2023, and added Aetna and CareMore Medicare Advantage plans to the P3 network. Addendum 2, effective January 1, 2019, updated the following Schedules and Exhibits: (1) update Schedule 1, Services and Compensation Schedule; (2) add Schedule 1-A, Primary Care Physician Value-Based Incentive Program; (3) add Exhibit B, Medicare Advantage Group Obligations; and (4) add Exhibit C, Other Federal Laws. First Amendment, effective December 1, 2021, extending the Hospital Services Agreement term for two (2) years from August 28, 2021 through August 28, 2023 unless terminated without cause with a 120-day written notice.

This Amendment Two requests to modify the Provider Quality Incentive Program Terms to support the Qualified Comprehensive Visits & PCP Quality Incentive Plan.

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

Cleared for Agenda
February 22, 2023

Agenda Item #
7

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

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AMENDMENT NUMBER TWO TO THE PROVIDER AGREEMENT

This Amendment Number Two to the Provider Agreement ("Amendment"), effective as of July 1, 2022 (the "Amendment Effective Date"), is made between P3 Health Partners-Nevada, LLC on behalf of itself and its Affiliates("Company") and, University Medical Center of Southern Nevada dba University Medical Center; UMC; UMCSN; UMC Quick Care; UMC Primary Care ("Group") (each a "Party" and collectively the "Parties").

RECITALS

A. The Parties entered into that certain Provider Agreement, effective January 1, 2019, as may have been amended, whereby, among other things, Group, through its Participating Group Providers, as applicable, agreed to provide certain Covered Services on behalf of Company (the "Agreement"); terms not defined herein shall have the meanings ascribed to them in the Agreement.

B. Company and Group desire to amend the Agreement to modify the Provider Quality Incentive Program ("PQIP") incentive payment structure offered by Company, as described below.

AMENDMENTS

Based upon the foregoing, and for good and valuable consideration, the Parties hereby agree to amend the Agreement as set forth below:

1. Modification of Provider Quality Incentive Program Terms. The Parties desire to modify the Value-Based Incentive Program and Comprehensive Visit compensation terms. Accordingly, the Parties hereby mutually agree to amend the Agreement as follows:

    a. The Agreement's Comprehensive Visit ("CV") Program shall be modified and updated as Company's Qualified Comprehensive Visit Program. All references to the CV Program shall be understood to mean Company's Qualified Comprehensive Visit Program. Additionally, Section 4.0 (Qualitied Comprehensive Visits) of Schedule 1 (Services and Compensation Schedule) shall be deleted in its entirety and replaced with the following Section 4.0:

    "**Section 4.0 – Qualified Comprehensive Visits.**

    Group shall be eligible to participate in the Comprehensive Visit Program. The Comprehensive Visit Program is outlined in the P3 Comprehensive Visit Program Overview Agreement. The Comprehensive Visit Program as may be amended from time to time by Company as set forth in the Comprehensive Visit Program Overview."

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b. All references to the Value-Based Incentive Program in the Agreement shall be deleted in its entirety and replaced with the following Section 6.0 – PCP Quality Incentive Program on Schedule 1:

"**Section 6.0 – PCP Quality Incentive Program**

Group shall be eligible to participate in the Company PCP Quality Incentive Program as outlined in Company's PCP Quality Incentive Program document as provided to Group. Copies of Company's PCP Quality Incentive Program will also be provided to Group upon Group's written request. Company shall have the right to modify the PCP Quality Incentive Program from time to time in accordance with the terms of the PCP Quality Incentive Program."

2. Amendment. Except as modified herein, all other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

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

GROUP	**COMPANY**
By:_____	By: DocuSigned by: Todd Lefkowitz C2C1EC32D3334C0...
Printed Name:_____	Printed Name: Todd Lefkowitz
Title:_____	Title: Chief Managed Care Officer
Date:_____	Date: 2/15/2023

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:	P3 Health Partners-Nevada, LLC	
(Include d.b.a., if applicable)		
Street Address:	2370 Corporate Circle, Ste 300	**Website: www.p3hp.org**
City, State and Zip Code:	Henderson, NV 89074	**POC Name: Todd Lefkowitz** **Email:** tlefkowitz@p3hp.org
Telephone No:	702-910-3950	**Fax No:**
Nevada Local Street Address: **(If different from above)**	Same as 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)
P3 Health Group Holdings, LLC		100%

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

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

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

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

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

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

Signature — Print Name: TODD LEFKOWITZ

Title: CHIEF MANAGED CARE OFFICER — Date: 2/16/21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment 1 to BD Life Science Integrated Diagnostic Solutions Specimen Collection Pricing & Commitment Agreement**	**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 1 to Specimen Collection Pricing & Commitment Agreement with Becton, Dickson and Company for specimen collection tubes and related supplies; authorize the Chief Executive Officer to execute any future amendments or renewals 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: 3000707000 Funded Pgm/Grant: N/A
Description: Specimen Collection Tubes
Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital
Term: Amendment 1 – extend for one (1) year from 3/1/2023 to 2/28/2024
Amount: Amendment 1 – additional estimated $945,000.00
Out Clause: 60 days' notice if quarterly commitment satisfied; 30 days for cause

BACKGROUND:

On November 17, 2021, the Governing Board approved the Integrated Diagnostic Solutions Specimen Collection Pricing & Commitment Agreement ("Agreement") with Becton, Dickson and Company ("BD") to provide UMC with specimen collection tubes for pathology services. The initial Agreement term is for one (1) year and three (3) months from December 1, 2021 through February 28, 2023, unless terminated with a 60-day notice for quarterly period commitment or with a 30-day notice for cause, and a potential not-to-exceed amount of $875,000.00.

This Amendment 1 requests to extend the Agreement term through February 28, 2024, increase the funding to an additional not-to-exceed amount of $945,000.00 to account for the extended term, and update the fee schedule. Staff also request authorization for the Hospital CEO to execute any future amendments or renewals within his delegation of authority.

UMC's Director of Pathology 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
February 22, 2023

Agenda Item #
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BD is not currently required to hold a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

1 Becton Drive
Franklin Lakes, NJ 07417
bd.com

Amendment 1 to BD Life Science Integrated Diagnostic Solutions
Specimen Collection Pricing & Commitment Agreement

This Amendment (the "**Amendment**"), is entered into on the last date of signature ("**Amendment Effective Date**") by and between Becton, Dickinson and Company on behalf of itself and its related legal entities, having place of business at 1 Becton Drive, Franklin Lakes, NJ 07417 (hereinafter "**BD**"), and University Medical Center of Southern Nevada, located at 1800 W Charleston Blvd., Las Vegas, NV 89102 (referred to as "**Customer**"), each as a "**Party**" and collectively as the "**Parties**".

WHEREAS, BD and Customer are parties to a Pricing & Commitment Agreement with an Effective Date of December 1, 2021 (the "**Agreement**"); and

WHEREAS, the Parties would like to amend terms of the Agreement as described in this Amendment; and

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration which is acknowledged, the parties agree to add the following:

1. The Term of the Agreement shall be extended until February 28, 2024.

2. Schedule C – Pricing File is hereby deleted in its entirety and replaced with the following as of March 1, 2023.

Except as expressly amended herein, all the terms and conditions of the Agreement apply and remain unchanged. Except as expressly stated otherwise in this Amendment, capitalized terms used and not defined herein will have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed with the intent to be legally bound as of the date signed by authorized representatives.

University Medical Center of Southern Nevada	**Becton, Dickinson and Company**
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Printed Name	Printed Name
_____	_____
Date Signed	Date Signed

1 Becton Drive
Franklin Lakes, NJ 07417
bd.com

Schedule C – Pricing File

SKU	Description	UOM per Case	Price (EA)	Case Price
364989	KIT URIN CUP 16X100 8.0 CONI UA YEL	50		
366704	TUBE PLN PLC 13X75 3.0 PLBL RD/GR	1000		
363083	TUBE CIT PLH 13X75 2.7 PLBL L/BL .109	1000		
363080	Tube CIT PLH 13x75 1.8 PLBL L/BL .109	1000		
367884	TUBE LIHEP PLH 13X75 4.0 PLBL GN	1000		
367960	TUBE PST PLH 13X75 3.0 PLBL L/GN	1000		
367815	Tube PLN PLH 13X100mm 6.0ml PLBL RD	1000		
367841	TUBE K2EDTA PLH 13X75 2.0 PLBL LAV	1000		
367856	TUBE EDTA PLH 13X75 3.0 PLBL LAV	1000		
367861	TUBE EDTA PLH 13X75 4.0 PLBL LAV	1000		
367922	TUBE GLU PLH 13X75 4.0 PLBL GR	1000		
367983	Tube SST PLH 13X75mm 3.5ml PLBL Gold	1000		
367988	Tube SST PLC 16X100mm 8.5ml PLBL RD/GR	1000		
367871	TUBE NAHEP PLH 13X75 4.0 PLBL GN	1000		
367899	TUBE EDTA PLH 13X100 6.0 BLBL PNK	1000		
367812	Tube PLN PLH 13X75mm 4.0ml PLBL RD	1000		
367986	Tube SST PLH 13X100mm 5.0ml PLBL Gold	1000		
367962	TUBE PST PLH 13X100 4.5 PLBL L/GN	1000		
367820	Tube PLN PLC 16X100mm 10.0ml PLBL RD	1000		
368381	TUBE TRCE PLH 13X100 6.0 UPLBL R/BL EDTA	1000		
364953	KIT URIN TRANSTR 13X75 4.0 C&S GR	200		
364956	KIT URIN COMP 13X75 C&S 16X100 CONI UA	50		
363706	TUBE MICRO K2 EDTA LAV MAP	200		
366643	TUBE EDTA PLH 16X100 10.0 SLBL USA LAV	1000		
365985	TUBE MICRO W/MICROGARD PST MTGN	200		
364957	KIT URIN COMP 13X75 C&S 16X100 CONI UAP	50		
367925	TUBE GLU PLH 13X100 6.0 PLBL GR	1000		
367921	TUBE GLU PLH 13X75 2.0 PLBL GR	1000		
367878	TUBE NAHEP PLH 13X100 6.0 PLBL GN	1000		
365974	TUBE MICRO W/MICROGARD EDTA LAV	1000		
367886	TUBE LIHEP PLH 13X100 6.0 PLBL GN	1000		
366703	TUBE PLN PLH 13X75 3.0 PLBL CR	1000		
364951	TUBE URIN PLC 13X75 4.0 C&S GR	1000		
366408	Tube Urin PLH 13x100mm 6.0ml UA PLBL CR	1000		
367977	Tube SST PLH 13X100mm 4.0ml PLBL Gold	1000		
367842	TUBE EDTA PLH 13X75 2.0 BLBL PNK	1000		
367814	Tube PLN PLH 13X100mm 5.0ml PLBL RD	1000		
367863	TUBE EDTA PLH 13X100 6.0 PLBL LAV	1000		
367961	TUBE PST PLH 13X100 3.5 PLBL L/GN	1000		
365978	TUBE MICRO W/MICROGARD SST GLD/AMB	200		
368589	TUBE EDTA PLC 16X100 10.0 BLBL PNK	1000		
365987	TUBE MICRO W/MICROGARD PST MTGN/AMB	200		
364979	TUBE URIN PLC 16X100 10.0 UA YEL	1000		

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Franklin Lakes, NJ 07417
bd.com

SKU	Description	UOM per Case	Price (EA)	Case Price
364980	TUBE URIN PLC 16X100 8.0 CONI UA YEL	1000		
364966	DEVICE URIN TRANSFER STRAW	1000		
366664	TUBE LIHEP PLH 13X75 2.0 PLBL GN	1000		
367981	Tube SST PLC 13X75mm 3.5ml PLBL RD/GR	1000		
364992	TUBE URIN PLC 16X100 8.0 UAP CONI RD/YEL	1000		
364991	KIT URIN TRANSTR 16X100 8.0 CONI UA YEL	200		
365976	TUBE MICRO W/MICROGARD EXTENDER	200		
362788	TUBE PPT PLH 13X100 5.0 MLBL PWHT	1000		
365967	TUBE MICRO W/MICROGARD SST GLD	200		
364975	CUP URIN COLLECTION BULK	200		
364954	KIT URIN CUP 13X75 4.0 C&S GR	50		
367844	TUBE EDTA PLC 13X75 4.0 PLBL LAV	1000		
365963	TUBE MICRO W/MICROGARD PLN RD	200		
368774	TUBE BD VACUTAINER RST 13X100 5.0ML	1000		
367874	TUBE NAHEP PLC 16X100 10.0 PLBL GN	1000		
367855	TUBE SPC EDTA PLH 13X75 3.0 PLBL TAN SP	1000		
367987	Tube SST PLC 16X100mm 7.5ml PLBL RD/GR	1000		
368380	TUBE TRCE PLH 13X100 6.0 UPLBL R/BL PLN	1000		
368660	TUBE PLN PLC 13X100 6.0 PLBL RD	1000		
367964	TUBE PST PLC 16X100 8.0 PLBL GN/GR	1000		
365992	TUBE MICRO W/MICROGARD GLU GR	200		
365965	TUBE MICRO W/MICROGARD LIHEP GN	200		
366667	TUBE LIHEP PLC 13X75 3.0 PLBL GN	1000		
366668	Tube PLN PLC 13x75mm 3.0ml PLBL Red	1000	$	
367587	TUBE GLU PLH 13X75 2.0 PLBL L/GR	1000		
368587	TUBE GLU PLC 13X75 4.0 PLBL GR	1000		
364990	KIT URIN TRANSTR 16X100 10.0 UA YEL	200		
364943	KIT URIN TRANSTR 16X100 8.0 UAP RD/YEL	200		
367835	TUBE EDTA PLC 13X75 3.0 PLBL LAV	1000		
367985	Tube PLUS SST 16X125mm 10.0ml PLBL CE	1000		
367989	Tube SST PLH 13X100mm 5.0ml SLBL Gold	1000		
367862	TUBE EDTA PLH 13X75 4.0 SLBLCE LAV	1000		
368056	TUBE PST PLC 13X75 3.0 PLBL GN/GR	1000		
365017	TUBE URIN PLH 16X100 8.0 UAP PLBL YEL	1000		
368661	TUBE EDTA PLC 13X100 6.0 PLBL LAV	1000		
367963	TUBE PST PLH 13X100 4.5 SLBL L/GN	1000		
364981	KIT URIN CUP PLC 16X100 10.0 UA YEL	50		
364946	KIT URIN CUP 16X100 8.0 CONI UAP RD/YEL	50		
367880	TUBE LIHEP PLC 16X100 10.0 PLBL GN	1000		
364958	Urine C&S	1000		
761165	PAX DNA IVD BLOOD COLLECTION TUBE	100		

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: 34

Corporate/Business Entity Name:	Becton Dickinson and Company	
(Include d.b.a., if applicable)		
Street Address:	1 Becton Drive	**Website:** www.bd.com
City, State and Zip Code:	Franklin Lakes, NJ 07417-1800	**POC Name:** Customer Support **Email:** customer_support@bd.com
Telephone No:	844-823-5433	**Fax No:** 201-847-5334
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)
Corporate info available at https://investors.bd.com/corporate-governance/management		NA - Publicly traded

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

Jeff Mattson
Print Name

Associate Analyst, Operations Support
Title

02/07/2023
Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
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:	**Service Agreement with Eaton Corporation Electrical Engineering Services & Systems**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Agreement with Eaton Corporation Electrical Engineering Services & Systems for Arc Flash Analysis; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000848000
Description: Arc Flash Analysis
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 1 year from the Effective Date
Amount: $152,121.00
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

This request is to enter into a new Service Agreement ("Agreement") for Arc Flash Analysis with Eaton Corporation Electrical Engineering Services & Systems ("Eaton") to provide onsite data collection, arc flash hazard analysis, short-circuit study, protection device coordination, and arch flash label application for UMC. These services are required by OSHA and NFPA 70E to ensure that UMC's electrical systems are in compliance with the appropriate protections. UMC will compensate Eaton $152,121.00 for one (1) year from the Effective Date for its services.

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

Eaton currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
February 22, 2023

Agenda Item #
9

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit, not to exceed the agreed-upon value of the contract**.** Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS. Refer to Price Policy 25-050.

Minimum Billing. Orders less than $1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of $25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than $50,000.00. Terms of payment for orders exceeding $50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage**.** When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of $2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for $500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid- Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective

part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to thesite.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not c over damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN ONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at **www.eaton.com/assemblies-security** (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control (a "Force Majeure Event"). In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.In the event that Seller ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, Seller shall: (a) immediately notify Buyer in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays Seller's performance for more than sixty (60) days following notice by Seller pursuant to this Agreement, Buyer and Seller agree to meet and confer and discuss a reasonable strategy for the provision of impacted products or services.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same; and further provided, however, that Seller shall not settle any claim unless the settlement (i) has prior approval by Buyer's appropriate governing body, (ii) unconditionally releases Buyer of all liability and (iii) does not make any admission of wrongdoing by Buyer or otherwise imposes obligations against the interest of Buyer. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA,, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's Anticorruption Policy.

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

TO BUYER:	University Medical Center of Southern Nevada Attn: Legal Department – Contracts Division 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO SELLER:	Eaton Corporation Attn: Andrew Gordon Director – Power Systems Engineering Eaton Electrical Services and Systems 4752B West California Ave. Suite 100 Salt Lake City, UT 84104

PUBLIC RECORDS: Seller acknowledges that Buyer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Buyer receives a demand for the disclosure of any information related to the Agreement which Seller has claimed to be confidential and proprietary, Buyer will immediately notify Seller of such demand and Seller shall immediately notify Buyer of its intention to seek injunctive relief in a Nevada court for protective order. Absent a notification from seller that they will be seeking a protective order, the records will be released without any further liability by buyer.

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.

NON-EXCLUDED HEALTHCARE PROVIDER: Vendor represents and warrants to UMC 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. Vendor represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Vendor or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").

University Medical Center of Southern Nevada

Signature:

Name:

Title:

Eaton Corporation

Signature:

Name:

Title:

Response to Request for Proposal

UMC Hospital

Eaton Proposal Number NPSE220554
July 18, 2022

A resulting Purchase order should be issued to Grainger and Reference Proposal **#R-333229** Grainger Team at scp_service@grainger.com or 855.537.2338



Presented By: Eaton Corporation
Electrical Engineering Services & Systems
6225 S. Valley View Blvd Suite C
Las Vegas, NV 89118

Contacts:

Eaton Corporation
Electrical Engineering Service & Systems
Power Systems Engineer:
Gifford Jensen
Phone: (480) 343-6371
Email: GiffordJensen@eaton.com

Eaton Corporation
Electrical Engineering Service & Systems
Power Systems Engineering Manager:
Mike Hendrickson, P.E.
Phone: (518) 321-6038
Email: MichaelHendrickson@eaton.com

Powering Business Worldwide

Attn: Daniel Jones

RE: Quote for Short-Circuit, Protective Device Coordination, Arc Flash Risk Assessment, Data Collection, Arc Flash Label Application for the UMC Hospital – NPSE220554

A resulting Purchase order should be issued to Grainger and Reference Proposal **#R-333229** Grainger Team at scp_service@grainger.com or 855.537.2338

Grainger Rep Name: Debi Farris
Grainger Rep Phone: 702-540-2975
Grainger Rep Email: debi.farris@grainger.com
Grainger Rep CSG: 880614

Project Details are as below:

Project Title with Area: Arc Flash Analysis
Customer Name: UMC Hospital
Customer Account #: 804982759
Customer Street Address: 1800 W Charleston Blvd
Customer City: Las Vegas
Customer State: Nevada
Customer Zip: 89102
Customer Contact Name: Daniel Jones
Customer Contact Phone: 702-383-2301
Customer Contact Email: Daniel.JonesJr@umcsn.com

Daniel Jones:

Thank you very much for the opportunity to provide a quotation for Short-Circuit, Coordination, and Arc Flash Hazard Analysis Studies for the UMC Hospital in Las Vegas, NV.

In order to provide a complete arc flash analysis, a system model will be created using SKM Systems Analysis software. This model will represent the system from the Utility Substation down to and including all major equipment locations such as panelboards, motor control centers (MCCs), switchboards and switchgear described on the drawings listed below. Items such as variable frequency drive (VFD) cabinets, disconnect switches, control panels, etc. will not be included in the analysis unless they are illustrated on the oneline diagram. The model will include the impedance model (cables, transformers, etc.), sources of short circuit contribution (utility, source, large motors, etc.) and the tripping characteristics of the overcurrent protection.

IEEE Std 1584-2018 states that that sustainable arcs are possible but less likely in three-phase systems operating at 240V or less with an available short-circuit current less than 2000A. Because sustainable arcs are possible, Eaton will include these locations in the scope of work, as identified in the drawings / description below.

This proposal is based on provided documents including:

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- Umcsline Model
- PANELS BY BUILDINGS

The arc flash analysis will be performed according to the latest IEEE 1584-2018 equations and in accordance with NFPA70E-2021 guidelines. The short circuit calculations and the clearing times of the devices will be retrieved from the system model.

For the arc flash calculations, the *worst-case* scenario is not always described by the greatest magnitude of fault current. Eaton considers multiple operating scenarios in order to provide a *worst-case* hazard calculation for each system location. The arc flash analysis will, therefore, include calculations for maximum and minimum contributions of fault current magnitude.

The Eaton Electrical Engineering Services and Systems Division (EESSD) has experienced Power System Engineers and the latest Power System Analysis Software. We will provide you with sound engineering analysis and evaluations.

1. SCOPE

The scope of work includes the following:

- Onsite Data Collection
- Short-Circuit Study / Coordination Study
- Arc Flash Hazard Analysis
- Study Oneline Diagrams
- System Review and Recommendations
- Optional Arc Flash Label Application
- Optional Arc Flash Training 8 Hours

See attachments for further details.

2. DATA GATHERING

The quoted price includes an onsite data-gathering effort consisting of (1) Eaton power system engineer to complete on site data collection on a time and expense basis. The purpose of the onsite visit will be to gather information necessary to complete the system analysis in an efficient manner.

3. PRICE

Prices for the analysis services described in this quotation will be as follows:

- Onsite Data Collection / Short-Circuit / Coordination Study / Arc Flash Analysis - **$**
- Optional Arc Flash Label Application - **$**

Prices for onsite data collection and report presentation include all travel time and related expenses

A resulting Purchase order should be issued to Grainger and Reference Proposal **#R-333229** Grainger Team at scp_service@grainger.com or 855.537.2338

4. DELIVERY

The scheduling of work will be mutually agreed upon between UMC Hospital and Eaton Electrical Engineering Services and Systems.

5. TERMS AND CONDITIONS

This offer is valid for 90 days unless otherwise extended, modified, or withdrawn in writing by EESSD.

"GRAINGER AS BILLING AGENT. By accepting this quote, Customer acknowledges and agrees that Grainger will be solely and exclusively acting as billing agent for Eaton for the project services described herein, which activities shall include the following administrative activities for Eaton: receipt of customer PO; preparation and processing of invoices; receipt of payment for the project services; and other administrative activities as agreed to by Eaton and Grainger. Customer acknowledges and agrees that Grainger will not perform any of the project services described herein, including, but not limited to, any work on site, construction, supervision, inspection, coordination, scheduling, project management or other task normally provided by a contractor. Customer further acknowledges and agrees that Eaton shall be solely and exclusively responsible for the project services and for any matters relating to or arising from the project services and the activities related thereto."

Below is a list of clarifications:

A- The study will only include the facilities viewed during the job walk. In the event that there are additional equipment locations that need to be included in the system analysis, the data collection and analysis services will be priced on a per-location basis.

B- The final report will only demonstrate the worst case results for arc flash and short circuit studies

C- A one-line diagram of the electrical distribution system will be provided to support the system evaluation and analysis only. The one-line should not be used as an "as-built" drawing, for system trouble-shooting or as an aid in maintenance switching plans and/or procedures.

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D- For onsite data collection Eaton requires the assistance of a **qualified escort** or electrician from the facility familiar with electrical system to provide access to electrical equipment, and to assist with the removal of equipment covers. Eaton will gather data as permitted by applicable safety standards including NEC, NFPA, IEEE, OSHA, etc. If equipment cannot be accessed because of unknown danger levels or because it cannot be accessed or removed from service, assumptions must be made in order to provide a complete analysis. Often, the most conservative assumptions are used in cases where there is very limited or no data available.

E- While performing onsite data collection Eaton requires a qualified escort trained in cardiopulmonary resuscitation (CPR) on a full-time basis. If UMC Hospital is unable to provide a full time escort a second Eaton power system (or field service) engineer will be sent to assist with data collection at an additional charge.

F- System coordination recommendations and settings will be limited to overcurrent (50 & 51) protection only.

The following are responsibilities of UMC Hospital staff during the onsite site data collection:

- Verify equipment can be opened without shutting down the equipment if required.
- Provide a knowledgeable escort or electrician trained in CPR on a full time basis per team to assist with location of equipment and removal of covers.
- Make all equipment available upon arrival of EESS personnel, including removal from service (if necessary), to permit continuous progression of work.
- Be responsible for maintaining power to vital or necessary plant equipment and processes.
- Coordinate all outages (if necessary) and perform all switching to de-energize / isolate equipment for data to be obtained for the study.
- Provide a man lift and operator, if required, to access cable or busduct for data information.
- Provide the utility contact name and phone number so that EESS can gather the necessary utility data required to complete the analysis.

6. BENEFITS OF BUYING FROM EATON

Although UMC Hospital certainly has choices in selecting a supplier to accomplish this work, there is no supplier choice better than Eaton. Reasons supporting this claim for your consideration include:

- Eaton is a known supplier with a proven track record within a variety of industries around the country.
- Our company has unparalleled experience in this specified work scope and engineering expertise across the continent.
- EESS is one of the largest and most experienced industrial service organizations in North America. With more than 650 highly trained professionals in 80 Engineering Services locations throughout the U.S. and Canada, EESS has complete local, national, and international capabilities to provide a full range of electrical and

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mechanical equipment services. This broad range of service capabilities has established EESS as the leader in the engineering and service industry.

- Eaton is a one-stop shop for electrical systems. Eaton is strong on the customer service side where its customers can rely on the depth of knowledge and dependability of its service professionals, expert engineering services and systems group, and world-class 24x7 customer service centers

Eaton has the solutions for greater reliability, increased production, and significant cost savings. We are a single source supplier and industry leader of microprocessor-based industrial control and power distribution components. Eaton can now provide engineering service on Cutler-Hammer and all other manufacturers of electrical equipment. We offer:

- Power Quality Analysis and Products
- Power System Studies and Training
- Protection and Coordination Studies and Products
- Testing and Life Extension Services
- Installation Services
- Industrial System Services and Communication Systems
- Energy Monitoring Products and Services
- Predictive and Preventative Maintenance
- Energy Solutions and Facility Optimizations Services
- Alternative Energy Products and Services

Eaton is dedicated to providing all services in a Total Quality manner. Please email or call me if you have any questions or comments. We look forward to your favorable response.

Sincerely,

Gifford Jensen
Power Systems Engineering
(480) 343-6371
GiffordJensen@eaton.com

Attachments: Workscope Details

One-Line Diagram

A one-line diagram of the electrical distribution system will be provided to support the system evaluation and analysis only. The one-line should not be used as an “as-built” drawing, for system trouble-shooting or as an aid in maintenance switching plans and/or procedures.

The one-line diagram will show the identification and ratings of electrical equipment covered in this study, such as: transformers, cables, motors, circuit breakers, protective relays, fuses, current transformers, etc.

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Short Circuit Study

Background

The best-designed electrical distribution systems will occasionally experience short circuits. Overcurrent protective devices such as fuses and circuit breakers should isolate the fault current at desired locations safely with minimal equipment damage and minimal disruption of facilities processes. Other components of the distribution system, such as transformers, cables, and disconnect switches, must be able to withstand the mechanical and thermal stresses produced by the fault current flowing through them. The magnitudes of short circuit current are determined by calculation, and electrical equipment ratings are selected based upon the calculation results.

Procedure

The study input data shall include the utility short circuit contribution, resistance, and reactance components of the branch impedances, the X/R ratios, motor and generator contributions, base quantities selected, and other source impedances down to and including all equipment listed in the scope of work.

Eaton power systems engineers will calculate maximum available fault current at each significant location throughout the system. The short circuit tabulations shall include symmetrical fault currents and X/R ratios, for both momentary and interrupting conditions. For each fault location, the total duty on the bus, as well as the individual contribution from each connected branch, shall be included with its respective X/R ratio.

All short circuit calculations will be made in accordance with the latest standards adopted by the American National Standards Institute (ANSI) and the National Electrical Code (NEC). Each interrupting protective device in the scope of work will be analyzed to determine if its interrupting and momentary ratings can withstand the calculated interrupting and momentary duties. If the study reveals problem areas, the study will recommend changes to improve system performance.

Results

At the conclusion of the Short Circuit Study, Eaton will submit the following for each circuit condition analyzed:

- Fault current calculation summary listing momentary and interrupting duties with their respective X/R ratios,
- Complete fault current magnitudes, including individual branch current contributions, for each bus in the electrical distribution system,
- Recommendations for replacement or retrofit of overdutied protective devices, and
- Definitions of terms and guidelines for interpretation of computer printout.

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Protective Device Coordination Study

Background

A protective device coordination study determines the characteristics, ratings, and settings of overcurrent protective devices that will ensure that the minimum unfaulted load is interrupted when the protective devices isolate a fault or overload anywhere in the distribution system. At the same time, the devices and settings are selected to provide satisfactory protection against overloads on equipment and interrupt short circuits as rapidly as possible.

The coordination study evaluates current transformer ratios, protective relay characteristics and settings, fuse ratings, and low-voltage circuit breaker ratings, characteristics, and trip settings. It also provides other information pertinent to the provision of optimum protection and selectivity in coordination of devices.

Study Procedure

Using SKM Systems Analysis Computer Program, Eaton power system engineers will evaluate the protective device coordination. Time-current coordination curves showing the recommended phase and ground-fault protective device time-current characteristics will be plotted. The curves will illustrate the coordination among the devices shown on the system one-line diagram.

The coordination curves will include, as a minimum, the following information:

- Appropriate NEC and ANSI protection criteria for equipment.
- Magnetizing inrush points of transformers.
- A simplified one-line diagram identifying the devices plotted.
- Short-circuit current levels used for coordination.
- Motor starting characteristics, where applicable.

Results

- Detailed recommendations for new and replacement protective devices when the study determines those existing devices do not provide proper protection or coordination.
- Time-current coordination curves with the information described above,
- Tabulations of recommended protective device settings identified by location, equipment number, function number and adjustable range

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Arc Flash Hazard Analysis

Background

NFPA 70E-2021, Article 110.1(H) requires that an employer developed electrical safety program includes a risk assessment procedure. This procedure is meant to be used before performing work on or near any equipment at or above 50 volts or any time work is being performed where an electrical hazard exists. This analysis presents only the results of an incident energy analysis conducted in accordance with 130.5(G). Selection of personal protective equipment (PPE) must be made based on the incident energy level that is presented in this report as part of an arc flash risk assessment to be made by the qualified person. Other components of an arc flash risk assessment including determination of whether or not an arc flash hazard exists for a given work task and the appropriate safe work practices to be employed should be completed by the qualified person performing the work. The risk of arc flash exposure when working on or near electrical equipment depends on a number of factors including the nature of the task being performed and the condition of the equipment. NFPA 70E-2021, Article 130.7(A) requires that employees use and employers provide proper PPE for the tasks being performed. NFPA 70E-2021, Table 130.5(G) provides guidance for the selection of PPE based on calculated incident energy exposure.

NFPA 70E-2021 and IEEE Std 1584-2018 provide equations and methods to calculate the arc flash boundary and incident energy at specific locations within a facility's electrical system. Any location where work may be performed on or near energized electrical conductors and circuit parts is subject to the arc flash standards. PPE used to guard against arc flash hazards should be considered the last line of defense. It is also important to note that the use of PPE is not intended to prevent all injuries from an arc flash. The goal of determining required PPE using the arc flash incident energy analysis is to identify the level of protection required to limit the injury to the onset of a second degree burn in the event of an arc flash while avoiding the use of more protection than is needed so as to minimize hazards of heat stress, reduced visibility and limited body movement.

Procedure

In accordance with NFPA 70E and IEEE 1584, both SKM and ETAP Systems Analysis software provide the calculation of these values. The equations used in these calculations are based on actual test values. These tests measured the calories per square centimeter (cal/cm^2) radiating from a simulated arcing fault. The measurements were performed at a theorized working distance of 18 inches.

The intent of the NFPA 70E and IEEE 1584 guidelines is to establish standard calculations to determine an approach boundary and incident energy exposure at the associated working distance, which are used to determine the minimum arc rating of PPE that will limit the injury to the onset of a second-degree burn to the face and the torso of the worker. An incident energy of 1.2 cal/cm^2 represents the onset of a second-degree burn.

NFPA 70E-2021, Article 130.7(A), Informational Note, states that the requirements for PPE are intended to protect a person from arc flash and shock hazard. Due to the explosive effect of some arc events, physical trauma injuries could occur and the requirements of 130.7 do not address protection against this physical trauma other than the thermal effect of an arc flash.

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Previous versions of NFPA 70E stated it may be necessary to place greater emphasis on establishing an electrically safe work condition when working within the limited approach boundary at locations where the incident energy exceeds 40 cal/cm^2. NFPA 70E-2021 removed this note because emphasis on establishing an electrically safe work condition should be a default work procedure, not just when I.E. exceeds 40 cal/cm^2.

The arc flash incident energy analysis considers each medium and low voltage system location within the scope of the work. IEEE Std 1584-2018 states that that sustainable arcs are possible but less likely in three-phase systems operating at 240V or less with an available short-circuit current less than 2000A. If requested by LUXOR, Eaton will exclude these locations. Otherwise, IEEE Std 1584-2018 equations will be used to evaluate all locations within the scope of work as previously identified. For the detailed calculations, both the SKM and ETAP Systems Analysis software determine the available fault currents for each location and the clearing time of the device protecting the same location. From these determinations, the potential incident energy is calculated for each location. Arc flash computations shall include both line and load side of main breaker calculations, where necessary.

IEEE 1584-2018 does not recommend which electrode configurations should be considered for each type of electrical equipment beyond what is listed in informative Annex C. Electrode configurations will be assigned to equipment based on internal discussion with product engineering teams within Eaton. Since electrical equipment is manufactured to specific industry standards, the determination of electrode configuration by equipment class, in most cases, applies to both new and existing electrical equipment regardless of manufacturer. Typical enclosure sizes will be used unless the proposal specifically addresses analysis of custom enclosure sizes.

The results of this study will be based on a protective device clearing time that is capped at 2 seconds. This is based on IEEE Std 1584-2018, 6.9.1, which states *“If the total protective device clearing time is longer than two seconds (2 s); consider how long a person is likely to remain in the location of the arc flash. It is likely that a person exposed to an arc flash will move away quickly if it is physically possible, and 2 s usually is a reasonable assumption for the arc duration to determine the incident energy. However, this also depends on the specific task. A worker in a bucket truck, or inside an equipment enclosure, could need more time to move away. Use engineering judgement when applying any maximum arc duration time for incident energy exposure calculations, because there may be circumstances where a person’s egress may be blocked.”*

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Results

At the conclusion of the Arc Flash Hazard Study, Eaton will submit the following for each circuit condition and work location analyzed:

- Arcing fault magnitude
- Device clearing time
- Duration of arc
- Arc flash boundary
- Working distance
- Incident energy

General recommendations for arc flash hazard reduction will also be discussed.

Arc Flash Labels

Arc flash warning labels will be provided in the following manner.

- For each low voltage panelboard, one arc flash label will be provided.
- For each motor control center, one arc flash label will be provided.
- For each low voltage switchboard, one arc flash label will be provided.
- For each low and/or medium voltage switchgear, one flash label will be provided.
- For medium voltage switches one arc flash label will be provided
- Additional labels will require advance notification in writing and an appropriate change order.

All labels will be based on recommended overcurrent device settings and will be provided after the results of the analysis have been presented to the LUXOR and after any system changes, upgrades or modifications have been incorporated in the system.

Labels will be 4 in. x 4 in. thermal transfer type label of high adhesion polyester for each work location analyzed and will be machine printed, with no field markings. The label shall have an orange header with the wording, “WARNING, SHOCK & ARC FLASH HAZARD”, and shall include the following information (see example label on following page). A change order may be necessary in order to provide arc flash labels that do not match the format shown in Figure 1:

- Location designation
- Nominal voltage
- Arc flash boundary
- Incident energy
- Working distance
- Shock Boundaries
- Engineering report number, revision number and issue date.

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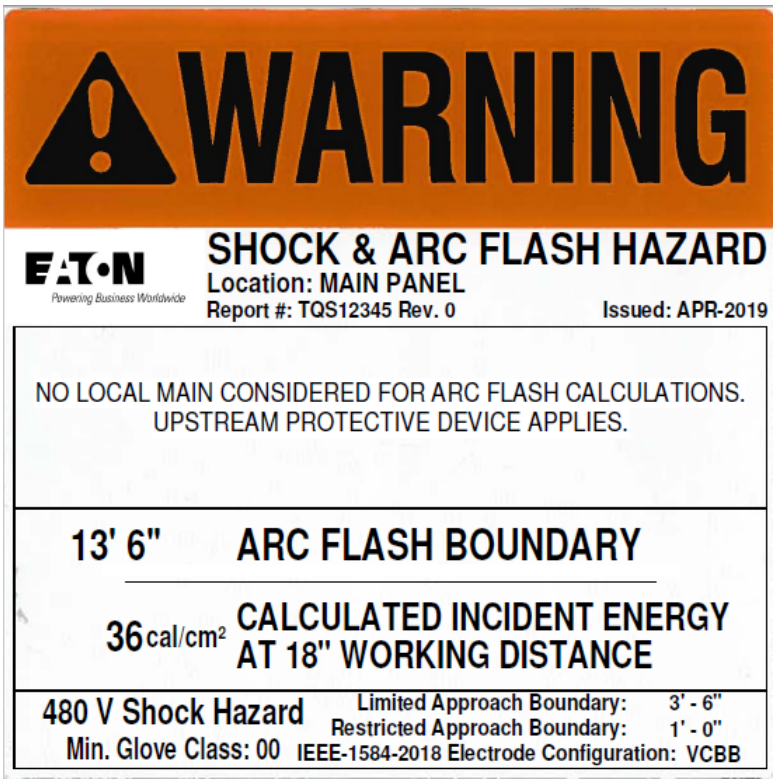


Figure 1: Sample 4” x 4” Arc Flash Warning Label

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ARC-FLASH SAFETY (Optional)
8.0 hours

GENERAL INFORMATION

1. Regulations, Standards and Codes
2. Definitions: Qualified Employee and Competent Person
    a. Qualified Person, OSHA [29 CFR 1910.399 Part 2]
    b. Qualified Person, NFPA 70E-2018
3. Training: OSHA Standard Number 1910.332
4. Re-training Requirements: NFPA70E
5. Your Employer's Electrical Safety Program

WORKING SAFELY ON OR AROUND ENERGIZED ELECTRICAL EQUIPMENT

1. Understanding the Hazards Associated with Electrical Work
    a. Electrical Shock
        i. Severity
        ii. Effects
        iii. References to “High Voltage” in the OSHA Regulations
        iv. Class Exercise
    b. Burns Resulting From Electrical Arcs
    c. Electrical Blast
2. Maintaining a Safe Work Area
    a. Housekeeping
    b. Guarding of Energized Parts
    c. Confined or Enclosed Work Spaces
    d. Illumination and View of Work
    e. Ladders and Work Platforms
    f. Working Alone
3. Emergency Training And Procedures
    a. First Aid Training
    b. CPR Training
    c. Training in Electrical Emergency Procedures
    d. Release of Victims From Contact With Exposed Energized Conductors
4. Hazardous Energy Control Program (HECP)
    a. General Requirements of Lockout/Tagout
    b. Lockout-Tagout Examples
5. Backfeed
    a. Identifying Possible Backfeed Using a Single Line Diagram
    b. Class Exercise – Using a Single-line Diagram to Determine the Isolation Devices That Should be Opened, Locked and/or Tagged
6. Lockout/Tagout Procedure
7. Re-energizing Equipment That Has Been Locked and Tagged
8. Temporarily Re-Energizing for Testing or Positioning
9. Employee Not Available To Remove Lock

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TEMPORARY GROUNDING

1. Protective Grounding Equipment
    a. General Requirements for Protective Grounding Equipment
    b. Determining the Appropriate Size for Portable Grounding Conductors
        i. Example – Step 1: Determine the Magnitude of Prospective Short-Circuit Current
        ii. Example – Step 2: Determine the Time Needed for an Upstream Protective Device to Clear the Fault Current
        iii. Example – Step 3: Determine the Size of Grounding Conductors
    c. Using a Ground Truck
2. Procedure for Using Temporary Grounding Conductors
    a. Testing for the Presence of Voltage
    b. Using Personal Protective Equipment
    c. Attaching Grounds
    d. Removing Grounds
    e. Removing Temporarily for Conducting Tests
    f. Hardware Used with Ground Sets: Grounding Clamps, Elbows and Bales
    g. Situations Making the Use of Grounding Equipment Impractical
3. Ground-Fault Circuit-Interrupter (GFCI) Protection

WORKING IN A SITUATION WHERE AN ARC-FLASH OR SHOCK HAZARD EXISTS

1. Electrically Safe Working Condition and Exceptions That Might Justify Working Around Live Parts
    a. Justification for Work on Live Parts
    b. Energized Electrical Work Permit
    c. Job Briefing
    d. Distinguishing Live Parts From Other Parts
        i. Using Test Instruments
        ii. Using a Portable Multimeter as a Test Instrument
        iii. IEC 1010 Categories
        iv. Test Leads and Accessories
    e. Capacitive Charge
    f. Approach Boundaries (Shock Prevention)
        i. Definitions of Approach Boundaries
    g. Minimum Approach Distance as Defined by OSHA
        i. How to Determine the Nominal Voltage Rating of Electrical Equipment
2. Working in a Situation Where an Arc-Flash Hazard Exists
    a. What is the Significance of the Quantity 1.2 Calories per Centimeter Squared?
    b. Arc-Flash Boundary
    c. Factors Affecting the Degree of an Arc-Flash Hazard
    d. Using the Information from an Arc-Flash Warning Label
3. How Do Power Systems Engineers Determine Incident Energy and Arc-Flash Boundary?
    a. An Example of Output from an Arc-Flash Risk Assessment
    b. How Does an Engineer Calculate Incident Energy Value?
    c. How Does an Engineer Calculate an Arc-Flash Boundary?
4. Classroom Exercise – Assess the Risk of an Arc-Flash

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SELECTING AND USING PERSONAL PROTECTIVE EQUIPMENT AND INSULATED TOOLS

1. Qualified/Competent Person's Responsibilities When Using PPE
2. PPE for Electrical Work
    a. Hardhat
    b. Safety Glasses or Face Shield for Face and Eye Protection
    c. Protective Footwear
    d. Insulated Gloves/Sleeves – Ratings and Requirements
    e. Arc Rated Clothing
3. Selecting Arc-Rated Garments and Other PPE for Arc-Flash Protection
    a. Using the Arc Flash PPE Categories Method
    b. Arc-Flash Hazards Not Addressed in the Arc Flash PPE Categories Method
    c. Using the Simplified Two-Category Clothing Approach
    d. Using Table H.3 -- Selecting Arc-Rated PPE on the Basis of an Arc-Flash Risk Assessment
4. Picture Examples of Arc-Rated Clothing and Other PPE
5. Selecting and Using Insulated Tools
    a. Hot Sticks and Shotgun Hot Sticks
    b. CSA CSA-Z462 Reference to Fiberglass-Reinforced Plastic Rods and Tubes
    c. Care and Maintenance of Hot Sticks
    d. Insulated Hand Tools

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Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

Terms and Conditions of Sale. The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement. All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations. A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

TERMINATION AND CANCELLATION

Products. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services. Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit, not to exceed the agreed-upon value of the contract**.** Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices. All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services. When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS. Refer to Price Policy 25-050.

Minimum Billing. Orders less than $1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of $25.00 unless noted differently on Product discount sheets.

Taxes. The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products. Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services. Terms of payment are net within 30 days from date of invoice for orders amounting to less than $50,000.00. Terms of payment for orders exceeding $50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances. If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment. If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight. Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced. Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed. Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed. At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing. Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss. Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage. Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage**.** When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of $2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for $500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval. Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal. When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid- Manager are excluded from this provision.

WARRANTY

Warranty for Products. Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective

part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Extended Warranty for Products. If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products. If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to thesite.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty for Services. Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not c over damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies. Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN ONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos. Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation. Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products. Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices. Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Cybersecurity. Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or

failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at **www.eaton.com/assemblies-security** (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

Force Majeure. Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control (a "Force Majeure Event"). In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.In the event that Seller ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, Seller shall: (a) immediately notify Buyer in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays Seller's performance for more than sixty (60) days following notice by Seller pursuant to this Agreement, Buyer and Seller agree to meet and confer and discuss a reasonable strategy for the provision of impacted products or services.

Liquidated Damages. Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement. Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same; and further provided, however, that Seller shall not settle any claim unless the settlement (i) has prior approval by Buyer's appropriate governing body, (ii) unconditionally releases Buyer of all liability and (iii) does not make any admission of wrongdoing by Buyer or otherwise imposes obligations against the interest of Buyer. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA. Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability. THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA,, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Distributors and Third-Party Agents. In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's Anticorruption Policy.

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

TO BUYER:	University Medical Center of Southern Nevada Attn: Legal Department – Contracts Division 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO SELLER:	Eaton Corporation Attn: Andrew Gordon Director – Power Systems Engineering Eaton Electrical Services and Systems 4752B West California Ave. Suite 100 Salt Lake City, UT 84104

PUBLIC RECORDS: Seller acknowledges that Buyer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Buyer receives a demand for the disclosure of any information related to the Agreement which Seller has claimed to be confidential and proprietary, Buyer will immediately notify Seller of such demand and Seller shall immediately notify Buyer of its intention to seek injunctive relief in a Nevada court for protective order. Absent a notification from seller that they will be seeking a protective order, the records will be released without any further liability by buyer.

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.

NON-EXCLUDED HEALTHCARE PROVIDER: Vendor represents and warrants to UMC 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. Vendor represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Vendor or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively “Exclusions / Adverse Actions”).

University Medical Center of Southern Nevada

Signature:

Name:

Title:

Eaton Corporation

Signature:

Name:

Title:

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: Unknown

Corporate/Business Entity Name:	W.W. Grainger, Inc.	
(Include d.b.a., if applicable)		
Street Address:	100 Grainger Parkway	**Website:** www.grainger.com
City, State and Zip Code:	Lake Forest, IL 60045-5201	**POC Name:** Debi Farris **Email:** Debi.Farris@grainger.com
Telephone No:	702-540-2975	**Fax No:**
Nevada Local Street Address: **(If different from above)**	2401 Western Ave (Your Grainger branch)	**Website:**
City, State and Zip Code:	Las Vegas, NV 89102-4815	**Local Fax No:** 319-363-8952
Local Telephone No:	800-GRAINGER	**Local POC Name:** Debi Farris **Email:** Debi.Farris@grainger.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)
See attached WWG 2021 Annual Report		

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.

Debi Farris
Signature

Debi Farris
Print Name

Account Manager
Title

2/9/2023
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchaser Services Agreement with Emerald Textile Services, 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 Purchaser Services Agreement with Emerald Textile Services, Utah, LLC for linen management and distribution services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000846000
Funded Pgm/Grant: N/A
Description: Linen Management and Distribution Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: 5 years from the Effective Date
Amount: NTE $2,673,000.00 per year or NTE $13,365,000.00 for five (5) years
Out Clause: 90 days for convenience

BACKGROUND:

This request is to enter into a new Purchaser Services Agreement ("Agreement") with Emerald Textile Services, Utah, LLC ("Emerald") for linen management and distribution services. Emerald will provide linen rental, laundry cleaning, pick up, and delivery service to UMC and its associated Urgent Care facilities. Staff also requests authorization for the Hospital CEO to execute amendments within the not-to-exceed amount of this agreement.

UMC will compensate Emerald an estimated not-to-exceed amount of $2,673,000.00 per year or a not-to-exceed amount of $13,365,000.00 for five (5) years from the Effective Date. Either party may terminate this Agreement for convenience with a 90-day written notice to the other.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda
February 22, 2023

Agenda Item #
10

Emerald currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

PURCHASER SERVICES AGREEMENT

THIS PURCHASER SERVICES AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature set forth below, (the "Effective Date") by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Statutes, herein referred to as "Purchaser" and is entered into in connection with that certain Purchasing Agreement, HPG-42852, dated February 1, 2019, and Amendment dated January 1, 2020, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Emerald Textile Services, Utah, LLC (hereinafter "Vendor") ("Purchasing Agreement"). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement, except as may otherwise be provided in this Agreement. Contrary to Section 14.3 of the Purchasing Agreement, in the event of a conflict between the terms and or pricing of the Purchasing Agreement and this Agreement, the terms of this Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

WHEREAS, Vendor desires to offer linen rental, laundry cleaning and processing services and/or products to Facilities.

NOW, THEREFORE, Purchaser and Vendor hereby agree that Vendor shall provide the services (and products, if any) described herein to Facilities listed in Schedule A "Purchaser Facilities", in accordance with the terms and conditions set forth herein.

Facility/Group Name:	University Medical Center Southern Nevada
Address:	1800 W. Charleston Blvd.
City, ST, ZIP:	Las Vegas, NV 89102
Type:	[X] Acute Care [X] Surgery Center [X] Imaging Center [X] Other
GPOID:	K5670
Contact Person & Title:	Portia Ealy, Director Environmental Services
Contact Phone:	702-765-7930
Contact Email:	portia.ealy@umcsn.com

1. Definitions:

For the purpose of this Agreement, the following terms shall have the following meanings:

"Services shall mean and refer to and all services rendered by "Vendor" in connection with the rental or laundering of linens as described in Section 2 of this Agreement.

2. Vendor's Services.

a. In providing the Services hereunder, Vendor shall pick up soiled Laundry and deliver clean Laundry from the locations in each Facility eligible to purchase Services on the days of the week and at the times identified in this Agreement, or upon request by a Facility.

b. Vendor shall provide each location with bulk carts for use in collecting soiled Laundry and for delivery of clean linen, in quantities mutually agreed to by the parties. Vendor shall be responsible for all maintenance and repair for carts furnished by Vendor. Vendor shall retain ownership of all bulk laundry carts provided to Purchaser.

c. At no additional cost to any Purchaser, Vendor shall periodically conduct educational sessions with each Purchaser's personnel for purposes of providing Laundry control and cost reduction strategies, product change information and Laundry management review processes to determine Laundry inventory levels.

d. Upon request from Hospital leadership, Vendor shall meet on a quarterly basis for the purpose of reviewing performance of Vendor under this Agreement and the needs of each Purchaser for Services. Purchasers may request more frequent performance reviews from Vendor as specified in Attachment C, "Performance Conditions and Quality Guidelines".

e. Purchaser shall use best efforts to return soiled Laundry to Vendor, free of trash, needles, sharps and other similar materials. Excessive amounts of waste and trash returned in soil linen may be subject to disposal fees. Trash may be charged at the rate of two dollars ($2.00) per pound and bio-hazardous items such as sharps and needles will be charged at two hundred and fifty dollars ($250) per occurrence.

3. Vendor Performance and Performance Failures. Vendor represents and warrants that soiled Laundry picked up by Vendor shall be processed and returned to the applicable Purchaser within the pick-up and delivery schedule set forth in Section 24. If Vendor is unable to provide Services within the schedule specified in this Agreement and if Vendor and Purchaser are unable to reach resolution regarding a performance failure pursuant to this Section, Purchaser shall have the right to either cancel the order, in whole or part, or to accept alternative performance dates, in addition to any other rights of that Purchaser arising under this Agreement or by law. If a competitive Laundry service must be purchased by Purchaser at a higher net cost, as a substitute for the Services not provided by Vendor within the required time period stated in Attachment C, Vendor shall reimburse Purchaser for the additional reasonable cost incurred.

4. Vendor Customer Service. Vendor shall provide customer service support staff for receipt of telephone calls, e-mails and facsimiles from Purchasers and Customer for the purpose of resolving issues related to transactions under this Agreement available for the hours stated in Section 26 to this Agreement.

5. Reports. In addition to the reporting obligations of Attachment C, Vendor shall also furnish to Hospital Leadership in an agreed-upon format any additional reports reasonably requested by Purchaser, related to Services provided to Purchasers hereunder.

Vendor shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for the provision of Services.

Vendor Personnel who are on the site of Purchaser for the purpose of performing any of the Services, shall at all times carry identification issued by Vendor indicating that they are employees of Vendor, and such employees shall adhere to standards of conduct required of Purchaser for its own employees.

Vendor will cooperate with Purchasers in their internal Performance Improvement *I* Quality Assurance Programs, to the extent requested by each Purchaser and applicable to the Services provided hereunder;

6. Business Continuity Plan. Vendor represents and warrants to Purchasers that it has and shall maintain a business continuity and disaster recovery plan to enable performance of Services and/or delivery of Products upon the occurrence of any event or circumstance beyond Vendor's reasonable control, including without limitation acts of God, war or terrorist attack, pandemic, riot, fire, explosion, malware attack,

catastrophic weather event or natural disaster at its primary processing location and agrees to review such plan with Hospital leadership upon request.

7. Term of Agreement. This Agreement shall remain in effect for a term of five (5) years from the date hereof. The term and all extension terms shall collectively be referred to herein as the "Term". Solely for Purchaser's internal budgeting and approval purposes, this Agreement has an estimated annual not to exceed amount of $2,673,000. Purchaser acknowledges and agrees that it is solely responsible for appropriating and approving funds necessary to satisfy its financial obligations hereunder.

8. Termination with Cause. In addition to any other termination rights set forth in this Agreement, Vendor and Purchaser shall each have the right to terminate this Agreement in its entirety or with respect to certain Services for Cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the Cause, Failure of Vendor to comply with the Performance Conditions and Quality Guidelines on Attachment C shall constitute a material breach of this Agreement. A termination of this Agreement shall not impair a Party's other rights and remedies under this Agreement, including the Party's right to receive money due under this Agreement.

9. Termination for Convenience. Both Parties reserve the right to terminate this Agreement in whole or in part at any time, without liability or penalty. Upon 90 (ninety) day written notice, this Agreement shall terminate immediately upon Vendor's receipt of written notice from Purchaser expressing its intent to terminate. Purchaser shall pay Vendor the portion of the compensation which has been earned under this Agreement as of the effective date of the termination, but no amount shall be allowed or paid for anticipated profit on performed or unperformed services or other work.

10. Linen Management Program and Software. Vendor will work with Purchaser to educate, assist and monitor overall linen satisfaction and usage through the program outlined in Schedule C, "Linen Management Program". Vendor will provide Linen Management System access to Purchaser's hospital. Vendor will provide appropriate training for Purchaser's employees to assist in the implementation of the ongoing use of Vendor's Linen Management System Software.

11. Inspection of Vendor Facilities. Purchaser shall have the right, during normal business hours and with reasonable advance notice, to inspect Vendor's premises, processing facilities and Laundry storage facilities utilized in providing Services.

12. Amendments. This Agreement, as executed and approved, shall not be modified except by written amendment signed by the Parties hereto expressly stating an intent to modify the terms of this Agreement.

13. Severability. If any provision of this Agreement should for any reason be held invalid, unenforceable or contrary to public policy, the remainder of the Agreement shall remain in full force and effect notwithstanding.

14. Waivers. The waiver of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

15. 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 Purchaser for the then-current fiscal year under the Local

Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser'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 Purchaser gives Vendor at least one hundred and twenty (120) days' prior written notice termination. Purchaser 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 Purchaser 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 Purchaser did not give notification of termination due to loss of appropriated funds.

16. Public Records. Vendor 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. As such, its contracts are public documents available for copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this Agreement that Vendor has claimed to be confidential and proprietary, such as Vendor's pricing, programs, services, business practices or procedures, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify and defend and hold harmless Purchaser from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Vendor document(s) in Purchaser's custody and control that Vendor's claims to be confidential and proprietary.

17. Non-Excluded Healthcare Provider Vendor 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. Vendor 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 Vendor or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

18. Notices:

Notices under this Agreement shall all be in writing, shall be effective upon receipt and shall be sent to the designated recipients listed below by any of the following methods: (i) facsimile or e-mail with return facsimile or e-mail acknowledging receipt; (ii) United States Postal Service certified or registered mail with return receipt showing receipt; (iii) courier delivery service with proof of delivery; or (iv) Personal delivery. Either Party may change the name and address of any of its designated recipients of notices by giving notice as provided for herein.

HealthTrust's contact for notices under the Agreement:

Division Director of Contracting
HealthTrust Purchasing Group, L.P.
2285 Corporate Circle, Ste. 120
Henderson, NV 89074

With a copy to:

Chief Legal Officer
HealthTrust Purchasing Group, L.P.
1100 Dr. Martin L. King Jr. Boulevard, Suite 1100

Nashville, TN 37203

Purchaser's contact for notices under the Agreement:

Contracts Management
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102

Vendor's contact for notices under the Agreement:

Chief Executive Officer
Emerald Textile Services, LLC
1725 Dornoch Court, Suite 101
San Diego, CA 92154

19. Laundry Condition

Vendor is responsible for the condition of the Laundry from the time of pickup from a Purchaser until delivery back to a Purchaser. Purchaser is responsible for loss or damage to Laundry as designated in Attachment A, "Risk/Reward Program for Facilities on Rental Program" of this Agreement.

20. Extra Delivery Fee

If the hospital requires an additional delivery due to no fault of the Vendor an Extra Delivery Fee may be charged not to exceed $350.00 per delivery if delivery originates from St. George or a fee not to exceed $180.00 per delivery if the special delivery is made from Vendor's Las Vegas depot. If Vendor incurs unforeseen increases in the cost of performing hereunder by 10% or more, Vendor may enter into good faith negotiations with Facilities and Purchaser to increase prices. For purposes of this Agreement, "unforeseen increases" includes, but are not limited to, increases to the extent not within the control of Vendor in cost of textiles, utilities, supplies, labor, transportation, waste disposal, or other costs not within the control of the Vendor.

21. Linen Ownership

All Linen (with the exception of Customer Owned Goods [COG] items) shall at all times be and remain the property of Vendor. Ragged Linen shall remain the property of Vendor. Within thirty (30) calendar days after expiration or termination of the Term, Purchaser shall return all of Vendor's property to Vendor.

22. Lost and Found

Items of value found in the soiled linen carts shall be returned to the Facility at no additional cost to the Facility.

23. Laundry Bulk Carts

Vendor shall provide to Facility a sufficient quantity of bulk laundry carts as mutually determined between the Vendor and the Facility based upon volume of linen services required at no additional charge. All bulk laundry carts will remain the property of the Vendor and are to be used solely for the purpose of transport of clean and soiled linen. Laundry carts will be cleaned and sanitized prior to being filled with clean linen according to HLAC standards. All bulk carts are barcoded so Vendor can manage the cart inventory to ensure carts are returned from Facility. Facility agrees that trash will not be placed in bulk carts.

24. Laundry Services Delivery Schedule

Days of the Week and Times for Pickup and Delivery of Laundry:

Hospital facility is delivered seven (7) days per week, at a mutually agreed upon times.

Clinic facilities are delivered twice per week, at mutually agreed upon days and times.

Designated Locations in Facility for Pickup and Delivery of Laundry:
Delivery and pick-up will be via the loading dock or designated linen storage area.

25. Ordering Process
Vendor will assist Facility in establishing and maintaining appropriate par levels in the main linen room area. Vendor's Route Delivery Representative will place orders daily on behalf of the Facility to maintain consistent par levels.

26. Customer Service
The normal office hours at Vendor Laundry are 8am – 4pm Monday to Friday.
Office: 435-652-3076

A Customer Service Representative, fluent in English, will be assigned to each facility that will be responsible for taking calls, text and emails after hours and in case of an emergency. A full contact list will be maintained by the Customer Services Representative.

27. Payment Terms
Purchasing Invoice. Vendor Laundry invoices on a weekly basis; Net due forty-five (45) days from the latter of receipt of invoice or full performance of Service. Purchasers will receive an additional two percent (2%) off the pricing set forth in Schedule B if full payment is made to Vendor within ten (10) calendar days following the latter of the full performance of Service or receipt of invoice. If any undisputed invoice remains unpaid for forty-five (45) days after the invoice date, charges for all future Linen Rental Services shall be due and payable in full upon the delivery of the applicable linens to Purchaser (i.e. COD) until there are no past due charges to Purchaser's account. If any undisputed invoice remains unpaid for ninety (90) days, Vendor shall have the right to suspend and withhold its Linen Rental Services until there are no past due charges to Purchaser's account. Vendor's exercise of its rights under this Section 27 shall not relieve Purchaser of any of its obligations under this Agreement.

Annual Price Increases**.** There will be an automatic price increase to the fees and charges detailed in Schedule B, "Rental and COG and Linen Distribution Pricing", and this Agreement on each annual anniversary of the Agreement Effective Date. The price increase will be no more than two and one half percent (2.5%).

Direct Cost Increase. In the event Vendor's costs are increased during the term of the Agreement as a result of any regulations or taxes promulgated by federal, state or local government agencies, including, but not limited to, state & federal minimum wage increases and the implementation of the Patient Protection and Affordable Care Act, in excess of the annual price increase, then the actual increase in cost shall be detailed and billed to Purchaser as a separate line-item surcharge on each invoice, not to exceed one percent (1%)

a. Invoice Errors. If an invoice does not match purchase order information, including but not limited to purchase order number, Products, prices set forth in Schedule B of this Agreement or any Purchaser-Specific Agreement and other required information, then Purchaser shall have the right to reject the invoice and request resubmission by Vendor, and the payment terms set forth in this Section 27 of this Agreement shall be tolled until an invoice with the correct purchase order information has been received by Purchaser.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereby indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representatives.

Purchaser: **University Medical Center of Southern Nevada**

Vendor: **Emerald Textile Services, LLC**

Purchaser Signee: _____

Vendor Signee: _____

Purchaser Signee Name: Mason Van Houweling

Vendor Signee Name: Andrew Kratky

Purchaser Signee Title: Chief Executive Officer

Vendor Signee Title: Chief Executive Officer

Purchaser Signature Date: _____

Vendor Signature Date: _____

HealthTrust Purchasing Group, L.P.,
By HPG Enterprises, LLC, its general partner

HealthTrust Signee: _____

HealthTrust Signee Name: _____

HealthTrust Signee Title: _____

HealthTrust Signature Date: _____

Schedule A
Purchaser Facilities

Acute Facility:
University Medical Center of Southern Nevada

Clinic Facilities:
UMC Blue Diamond Quick Care
UMC Centennial Hill Quick and Primary Care
UMC Center for Transplantation
UMC Enterprise Quick Care
UMC Nellis Quick and Primary Care
UMC Peccole Ranch Quick and Primary Care
UMC Rancho Quick and Primary Care
UMC Southern Highlands Quick and Primary Care
UMC Spring Valley Quick and Primary Care
UMC Summerlin Quick and Primary Care
UMC Sunset Quick and Primary Care
UMC Family Care Clinic
UMC Ortho Clinic

Schedule B

Rental and COG and Linen Distribution Pricing

The following standard items will be charged at a Base Rate of $ per clean pound delivered:

Description
Pillowcase, bagged
Hospital Sheet
Thermal Blanket
Incontinent Pad
IV Gown, bagged
Bath Blanket
Bath Towel
Washcloth, bagged
PJ Pant, Child, bagged
Child Gown, bagged
Baby Blanket
Baby Shirt, bagged

STANDARD SCRUB PROGRAM (SHIRT AND PANT)

Scrub shirts and pants will be charged at the unit price of $ and warm-up jackets will be charged at the unit price of $. The following colors are considered standard: Misty Green, Jade Green, Ceil Blue, and Navy Blue. The following Angelstat styles are considered standard: shirt 610, pant 600, and warm-up jacket unisex style 849.

All scrubs will be picked up from one central location at each of the Purchaser Facilities. Vendor will keep Purchaser's scrub inventory separate from other customers' inventory. If labeling is required a $ prep charge will be added per item.

To qualify for the per piece price, minimum weekly turn quantities must be maintained at all times for scrub shirts, pants and jackets in this Schedule B. All scrubs will be specific for the Purchaser Facility and Vendor will keep separate throughout Purchaser's system.

LINEN NON-STANDARD

Description	Unit Price
Bariatric Gown, bagged	$
IV Bariatric Gown, bagged	$
Isolation Gown, bagged	$
Behavioral Gown, bagged	$
Mothers Gown, bagged	$
Adult PJ Pant	$

DUST CONTROL – NON-STANDARD

Description	Unit Price
Mop, Wet Medium, bagged	$
Mop, Microfiber 18", bagged	$
Towel, Cleaning Microfiber, bagged	$
Cloth, Cleaning Terry, bagged	$
Utility Towel, Blue, bagged	$

DIETARY – NON-STANDARD

Description	Unit Price
Towel, Kitchen, bagged	$
Apron, Bib	$

CLINICS – NON-STANDARD

Description	Unit Price
Pillowcase	$
Hospital Sheet	$
Sheet, Draw Light	$
Sheet, Fitted Knit	$
Bath Blanket	$
Bath Towel	$
Washcloth	$
Bariatric Gown	$
Patient Gown	$

Each Clinic delivery will be a minimum of $

To qualify for the piece price, minimum weekly turn quantities must be maintained at all times for the items listed in this Schedule B under the headings Linen Non-Standard, Dust Control, Dietary and Clinics.

Customer Owned Goods (COG) Items

COG ITEMS – Purchaser agrees to keep Customer Owned Goods items separate from Vendor owned Linen Rental items.

Description	Unit Price
Snuggle Up	$
Incubator Covers	$
Sleep Sack	$
Halo	$
Cubicle Curtain Small (69"x92" or smaller)	$
Cubicle Curtain Medium (5.75' to 9' wide)	$
Cubicle Curtain Large (wider than 9')	$
Curtain Mesh	$
Curtain Removal/Replacement	$
Scrub Shirt	$
Scrub Pant	$
Warm-up Jacket	$

Linen Distribution Services

Staffing Requirements

Emerald will provide the services of an Account Executive to coordinate and supervise the activities of the linen management and distribution services. The Account Executive will promptly respond and work diligently to resolve problems associated with any aspect of the services.

Customer may, at any time with written request, require Emerald to withdraw an Account Executive or any employee of Emerald from working at Customer if (1) deemed to be an immediate threat to the health or welfare of Customer's patients, staff members, visitors or to Customer's operations; (2) whose performance is unsatisfactory; (3) whose personal characteristics prevent desirable relationships within Customer; or (4) who fails to adhere to Customer's existing policies, rules and regulations. Emerald will provide distribution staff to fully support the requirements of this Agreement.

The Account Executive will report to the Associate Administrator of Operations or his/her designee. As applicable, attendance at the monthly Linen Committee meeting and participation in the Patient Wound and Skin Management Team will be required from the Account Executive, when such meeting is held. Periodic training of Customer staff and contractors on proper linen usage, will identify cost saving measures through best linen management practices and hospital policy. The training sessions may be conducted quarterly and to include all interested personnel.

Distribution/Linen Room Staffing Requirements

1. Staffing, to include the number of employees and shifts scheduled, will be determined by Emerald prior to this Agreement's start date. At Customer's request, Emerald may be asked to provide coverage on a twenty-four (24) hour per day, seven (7) days a week basis. The responsibility for maintaining adequate onsite staff to maintain a sustainable level of operational capability and quality of service will be with Emerald.
2. Emerald's employees will distribute clean linen to all areas.
3. Emerald's employees will respond to all requests for linens.
4. Emerald's employees will be responsible for the daily data entry of linen usage into the linen inventory management software system. Such software system will be provided by Emerald at no cost to Customer.
5. Emerald must provide a telephone number and name of a supervisor for after hour emergencies and provide a pager or cellular phone for its employees.
6. All onsite and primary contact employees of Emerald will be fluent in English and capable of responding to verbal and written communications from Customer staff.
7. Emerald's employees will provide results of the two-step TB Skin Testing annually.
8. Emerald's employees will demonstrate exposure to or vaccination against Rubella, Rubeola and Varicella.
9. Emerald's employees will attend Customer's orientation class for non- Customer employees prior to beginning work on Customer's premises, review orientation materials and the written regulations which will govern Emerald's staff while on Customer's premises.
10. Distribution staff training will be the responsibility of Emerald.
11. Emerald will supply all vehicles and transportation to complete distribution services.

Distribution Staffing and Costs

Distribution and Staffing of Linen Room	Total Monthly Price		Months		Distribution Staffing Total Amount
Total Staffing Costs (includes wages, taxes, benefits, payroll processing, retirement plans, vehicles, vehicles' costs, etc.)	$29,196		60		$1,751,760

The three percent (3%) GPO Fee will not apply to Linen Distribution charges, as the Linen Distribution charges are separate and independent from the linen rental program.

Schedule C

Linen Management Program

Vendor will work with Purchaser to educate, assist and monitor overall linen satisfaction and usage, from the route delivery person to each specific department.

Vendor provides an Account Executive who will assist in the linen management process at each hospital facility. This "Virtual Employee" will work hand-in-hand with Purchaser to enhance overall service and cost management systems. Many components of the Linen Management Program may be conducted independently or with a Purchaser designee, provided Vendor's Account Executive is given credentials and access to the patient areas.

Linen Management Program

1. Establish and maintain correct Par Level usage at the main linen room area. Vendor's Route Delivery Representative will confirm with Hospital's EVS designate and place orders daily on behalf of the Facility to maintain consistent par levels.
2. Establish and maintain correct Par Level usage at each departmental area.
3. Establish and maintain a consistent linen distribution delivery schedule.
4. Establish the best product and proper use for each linen item through Linen Committee Meetings, Linen Awareness Days, Floor Tours, and Report Cards.
5. Establish benchmarks based upon actual usage and patient census.
6. Establish linen discharge and ambulance policies.
7. Establish standard operating procedures such as bed make up policy, shelf stocking procedure, etc.
8. Track departmental distribution through Vendor's linen management software program, Linen Helper.

Attachment A

RISK/REWARD PROGRAM FOR FACILITIES ON RENTAL PROGRAM

Loss Recovery Calculation

A Soiled to Clean Ratio will be calculated monthly and corresponding linen replacement charges will be invoiced in the following month.

Upon request, Vendor will provide Purchaser with the current Soiled to Clean Ratio on a monthly basis.

Soiled to Clean Ratio

Within the first thirty days of service, Vendor will determine the Purchaser's Benchmark Soiled to Clean Ratio, using the following process:

- The soiled Linen Products returned by Purchaser will be weighed as it arrives at the Vendor plant
- All Linen Products will be kept separate from the pool of other rental linens until clean weight is measured
- All Linen Products will be cleaned and dried to be delivered to the Purchaser
- The clean, dry Linen Products will be weighed
- The soiled and clean weights will be measured for multiple days to calculate an accurate weighted average

Initial Soiled Weight Returned / Final Clean Weight Delivered = Benchmark Soiled to Clean Ratio

For the avoidance of doubt, the soiled weight utilized in this calculation and throughout this Exhibit will include all Linen Products returned with the soiled linen.

Once the Benchmark Soiled to Clean Ratio has been established, Vendor will weigh every cart of soiled linen picked up at the hospital and every cart of clean linen delivered to the hospital. At the end of each month Vendor will review the actual Soiled to Clean Ratio vs. the Purchaser's Benchmark Soiled to Clean Ratio.

Excessive Losses

If the actual Soiled to Clean Ratio falls below the established Benchmark Soiled to Clean Ratio, then the number of replacement pounds will be calculated and a linen replacement charge of $ per lost pound will be assessed (*Linen Replacement Charge*).

Example Calculations (for illustrative purposes only):

Benchmark Soiled to Clean Ratio = 110%
Clean pounds delivered = 10,000
Expected soiled pounds returned = 11,000
Actual soiled pounds returned = 10,950 = 109.5%
Variance = 50 pounds

Example Calculation: 50 pounds lost x = $ Linen Replacement Charge

Vendor will inform Purchaser on a monthly basis as to the current actual Soiled to Clean Ratio and invoice for the calculated Linen Replacement Charge.

The Benchmark Soiled to Clean Ratio will be validated at least once per year or as it becomes necessary due to a material change in product mix.

Attachment B

Fuel Adjustment Table

Energy Adjustments. The cost of diesel fuel used in delivering linen products are among the most significant operating costs experienced by Vendor. At the same time, the cost of diesel fuel has been shown to be volatile and not easily predicted. In order to ensure that the benefits and burdens of fluctuations in the cost of fuel be shared equitably by Vendor and Purchaser, a fuel surcharge may be applied to each invoice in accordance with the matrix below if there is a significant rise in the price of diesel fuel.

National Average Diesel Fuel (Dollars per gallon)		**Diesel Fuel Component**
At least	*but less than*	*Surcharge*

Attachment C

Performance Conditions and Quality Guidelines

Vendor agrees to the following performance conditions and quality guidelines:

A. Deliveries. A window of four (4) hours will be allowed from the scheduled delivery times set forth on the applicable exhibit. All deliveries outside this window are considered late and unsatisfactory. The delivery schedule before, during and after holidays shall be mutually agreed to by the parties.

B. Reject Rate. The rejection rate for all Laundry delivered by Vendor (i.e., the Laundry delivered in unacceptable condition for use by a Facility) shall not exceed four percent (4%) based on number of items / pounds processed (select one).

C. Quality and Inspection Guidelines. Quality, mending and inspection guidelines related to all Laundry delivered by Vendor under this Agreement, shall be as set forth below:

- In the event any Facility determines that any Service(s) purchased from Vendor hereunder do(es) not satisfy such Facility's standards, Facility may return such discontinue Service(s) to Vendor and Vendor shall provide such Facility a full refund for such Service(s) within thirty (30) days of its receipt of such returned Service(s).

- Vendor will offer to Facility a rebate on unresolved issues measured quarterly. For every unresolved issue, Vendor will discount the monthly linen cost based on the mutual agreement by Vendor and the Facility between one half of one percent (0.5%) up to a maximum of five percent (5%) during the next quarter. The monthly measurement will be determined by the Facility's Issue Log. Facility will provide these logs to the Vendor on a monthly basis.

- Vendor agrees to provide clean delivery carts at no cost to Facility, to be utilized in the delivery of clean linens, and will be maintained and serviced in accordance with the state and local guidelines for the Facility.

- Vendor agrees to provide soiled linen carts at no cost to Facility, along with bulk carts used for soiled linen. These soiled linen carts will not be used for clean linen delivery unless they are cleaned to Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") standards after every use.

D. Extra Pick-ups and Deliveries. A reasonable number of extra pick-ups and deliveries may be made from time to time by Vendor in order to service unusual or other non- ordinary needs of a Facility. If, from time to time, Facility requests expedited service due to unusual or special needs of Facility, Vendor will make every effort to comply with such requests, provided such requests are reasonable and do not unduly hamper Vendor's

ability to service its other customers or increase costs extraordinarily or unreasonably. Vendor reserves the right to charge an additional cost for reasonable extra pick-ups and deliveries, as outlined in Section 20 of the Agreement, provided such are not required by Vendor's failure to properly provide Services as required hereunder.

E. Vendor shall meet with Facilities for the purpose of reviewing performance of Vendor under this Agreement and the needs of each Facility for Services:

- Upon Facility's request

F. Fill Rates. Daily primary scheduled deliveries ("Primary Scheduled Deliveries") are defined as deliveries that are standard scheduled deliveries with the Facility. For Primary Scheduled Deliveries, Vendor will guarantee a fill rate minimum of ninety-nine percent (99%). Ninety-nine percent (99%) fill rate is defined as ninety-nine percent (99%) of pieces ordered are delivered, provided that the order is placed with a Vendor's route service representative.

- Fill Rates below ninety-eight percent (98.0%) = Three percent (3%) penalty applied as a discount off that month's invoice for the Facility for each day below guarantee.

G. Performance Reporting.

Vendor will provide monthly analysis and reporting of service utilization (adjusted) by Facility and by cost center and/or department if distributed, to include total usage in pounds and units, units price, total cost, usage per patient day ("PPD"). Reports must be provided to the respective Facility with ten (10) calendar days of receipt of census information being supplied to Vendor by Facility. Any updates and/or changes to Facility's census information will be provided on a monthly basis.

Vendor will provide the following information to each Facility monthly: Clean pounds shipped, pieces shipped, Customer scorecard, reject linen review and billing review.

Vendor agrees to conduct monthly service evaluation to patient care areas to provide ongoing utilization reports and graphs for specified units including, but not limited to, outcomes of cost reduction efforts.

Laundry Management Guidelines

- Purchaser and Vendor will participate in the Linen Management Program outlined in Schedule C of this Agreement.
- Main Linen Room PAR levels will be agreed upon and maintained daily at each hospital. These PAR levels will be adjusted monthly, using the most recent twelve (12) month period.
- Departmental usage will be tracked daily. Appropriate PAR levels will be agreed upon, maintained daily and adjusted quarterly or as needed by the Purchaser.
- Linen Committee Meetings are strongly suggested and should be established per Purchaser Facility. These committees meet at least quarterly to discuss usage and conservation efforts. Vendor will assist in ongoing training for staff at Purchaser's Facilities.
- Patient census will be monitored per hospital daily. All census information will be provided by Purchaser to Vendor by the 2nd of each month. All clean poundage information will be provided to Purchaser by Vendor by the 3rd of each month.

Linen Quality Standards

1. Top Sheet, Contour Sheet, Bath Blankets
    - Holes
        - Isolated pin holes, no larger than a pen tip are acceptable, provided there are no more than 2 per sheet outside the patient area.
    - Stains
        - Light stains, smaller than a dime are acceptable, provided no more than 2 per sheet and outside the patient area.
        - Residue stains from electrodes or any stain that looks like blood are not acceptable.
    - Patches/Mending
        - No patching or mending, except for ripped hems, selvages and bindings.
    - Other
        - No foreign objects, such as tape or electrodes.
        - No odors.
        - No discoloration.
        - Not too thin or worn.
        - No accordion wrinkles.
        - No rough nap.

2. Spread Blanket and Thermal Blankets
    - Holes
        - No holes are acceptable.
        - Patches are acceptable up to 1 inch in size, outside the patient area and no more than 2 patches.
    - Stains
        - No stains are acceptable
    - Other

- May be downsized to 68”x85” for ER use.
- No foreign objects, such as tape or electrodes.
- No odors.
- No discoloration.
- Not too thin or worn.
- No accordion wrinkles.
- No rough nap.

3. Underpads
   - Holes
     - No holes or tears are acceptable.
   - Stains
     - Light stains, smaller than a dime are acceptable, provided no more than 2 per side.
   - Patches/Mending
     - No patches on bonded underpads.
     - 3-ply underpads can have 2 patches on each side.
   - Other
     - Soaker must be intact.
     - No foreign objects, such as tape or electrodes.
     - No odors.
     - No discoloration.
     - Not too thin or worn.
     - No accordion wrinkles.
     - No rough nap.

4. Pillowcase
   - Holes
     - No holes or tears are acceptable.
   - Stains
     - No stains are acceptable.
   - Patches/Mending
     - No patching or mending is acceptable
   - Other
     - No foreign objects, such as tape or electrodes.
     - No odors.
     - No discoloration.
     - Not too thin or worn.
     - No accordion wrinkles.
     - No rough nap.

5. Bath Towel, Wash Cloth, Hand Towels
   - Holes
     - No holes or tears are acceptable.
     - No more than 2 strings, 1” long.
   - Stains
     - Very light stains, smaller than a dime are acceptable, no more than 1.
   - Patches/Mending
     - No patching or mending is acceptable.
   - Other

- May be downsized to 68”x85” for ER use.
- No foreign objects, such as tape or electrodes.
- No odors.
- No discoloration.
- Not too thin or worn.
- No accordion wrinkles.
- No rough nap.

6. Gowns
   - Holes
     - No holes or tears are acceptable
   - Stains
     - Light stains, smaller than a dime are acceptable, provided no more than 2.
   - Patches/Mending
     - No patching or mending is acceptable.
   - Other
     - All ties and snaps must be on the gown.
     - No ties tied together.
     - No foreign objects, such as tape or electrodes.
     - No odors.
     - No discoloration.
     - Not too thin or worn.
     - No accordion wrinkles.

7. Infant Linen, Crib Pads, Pediatric Linen
   - Holes
     - No holes or tears are acceptable.
   - Stains
     - Light stains, smaller than a dime are acceptable on baby blankets, no more than 1.
     - No stains on other items.
   - Patches/Mending
     - No patching or mending is acceptable.
   - Other
     - All ties and snaps must be on the gown.
     - No foreign objects, such as tape or electrodes.
     - No odors.
     - No discoloration.
     - Not too thin or worn.
     - No accordion wrinkles.
     - No rough nap.

8. Scrubs, Lab coat, Pajamas
   - Holes
     - Isolated pin holes, no larger than a pen tip are acceptable, provided there are no more than 2 per item.
   - Stains
     - Light stains, smaller than a dime are acceptable, provide no more than 2.
   - Patches/Mending
     - No mending or sewing, except to repair ripped pockets or seams.
   - Other

- All ties and snaps must be on items.
- No foreign objects, such as tape or electrodes.
- No odors.
- No discoloration.
- Not too thin or worn.

9. Carts
   - No graffiti or stickers are acceptable.
   - No broken or damaged carts are acceptable.
   - No trash or debris.
   - Wheels must be functional and free of debris.
   - Cart must have a barcode.
   - Cart must be lined with plastic and tied on top.
   - Cart liners must have no rips or tears.

Emergency Disaster Plan

Contingency arrangements have been made to insure that linen service is maintained in the event of an emergency, such as power outages, fire, tornado, earthquake, flood, mechanical failure, etc., which effects Vendor's ability to operate and make deliveries.

This plan provides considerable guidance, but it is not intended to be a rigid instruction which is to be followed under each contingency. Obviously, all emergency situations will vary in intensity and duration and should be responded to accordingly.

It is expected that all laundry management and supervisory personnel will be thoroughly familiar with this plan and use it as a tool when emergency situations or potential emergency situations arise. The plan should be practiced at least twice as year as a drill to maintain familiarity. The Emergency Plan will only be implemented by the Owner or Plant Manager.

Circumstances and actions:

Natural Disaster, flooding, earthquake, hurricane etc.:

1. Notify all customers of possible delays in linen delivery.
2. Supervisor to call the Department of Public Safety to ascertain viable routes if needed.
3. Supervisor to prioritize and reroute all affected delivery vehicles
4. Place all healthcare facilities on possible linen restriction to emergency use only.
5. Contact back up laundries to assess potential assistance.
6. Service reps to call hospitals for linen allocation assessment.
7. Supervisors will call employees to communicate schedule or location changes.

Fire, explosion or mechanical breakdown and/or loss of utilities:

1. Notify all customers of possible delays in linen delivery.
2. Place all healthcare facilities on possible linen restriction to emergency use only.
3. Contact back up laundries to assess potential assistance.
4. Service reps to call hospitals for linen allocation assessment
5. Supervisors will call employees to communicate schedule or location changes.

Strike or walk-out

1. Notify all customers of possible delays in linen delivery.
2. All supervisors and management must report to the laundry immediately.
3. Contact back up laundries to assess potential assistance.
4. Contact area agencies to request temporary labor.

Vendor has reciprocal disaster agreements with other laundries in Utah and Southern Nevada to assure the continuance of furnishing linen requirements under conditions which disrupt the normal processing and delivery of linen. Designation of the backup facility to be used will depend on the nature and extent of the emergency. Linens will be processed at one or more alternate laundries. In the event Vendor Laundry acquires additional facilities in the area, those facilities will be added

as backup facilities. One or more backup facilities may be used. Upon determination that backup facilities will be necessary, soiled linen, as well as any new linen deemed necessary to handle customer needs during the emergency, will be immediately placed on trucks for transportation to backup facilities. The backup facility will also send out to the extent necessary to ensure adequate linen and to the extent clean linen is available, by truck, clean linen inventory.

Vendor has arrangements with truck rental companies whereby additional vehicles are made available in the event of emergencies. There is also an agreement with a transportation company to provide distribution services as needed.

Temporary manpower may be hired as needed to handle the additional load. Depending on circumstances, management and/or staff may be sent from other facilities, including facilities in other parts of the country, in order to assist with the emergency.

Inventory may be supplemented, as needed to meet demands, with linens from new linen inventory, or linens from other sources.

Vendor will maintain a current written emergency plan at each of the facilities complete with emergency contact information for all key personnel.

Vendor Key Personnel:

Laundry Plant		435-652-3076
Admin Assistant	Micah Simmons	435-652-3076
Customer Service	Anthony Martinez	702-578-4719

Set forth plan if primary vendor plant is unable to function.

February 8th, 2023

John Goodnow
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Laundry and Linen Services.

Dear Mr. Goodnow:

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 Laundry and Linen Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Laundry and Linen Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Laundry and Linen Services category. A contract was executed with Emerald Textiles, Medtegrity, Alsco, Crothall, Angelica, Aramark, Handcraft, Novo and Crown Healthcare in February of 2019. 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: 79

Corporate/Business Entity Name:	**Encore Textile Services, LLC**	
(Include d.b.a., if applicable)	**Emerald Utah, LLC**	
Street Address:	**3146 E. Deseret Drive**	**Website:** www.emeraldus.com
City, State and Zip Code:	**St. George, UT 84790**	**POC Name:** Jacob Nuckles **Email:** jnuckles@emeraldus.com
Telephone No:	**435-652-3076**	**Fax No:** 435-652-3645
Nevada Local Street Address: **(If different from above)**	**1080 Mary Crest Road**	**Website:** www.emeraldus.com
City, State and Zip Code:	**Henderson, NV 89014**	**Local Fax No:** 435-652-3645
Local Telephone No:		**Local POC Name:** Anthony Martinez **Email:** amartinez@emeraldus.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)
Pacific Avenue Emerald Continuation Holdings, LLC	Board Members	89.73%
Greg Anderson	Board Member	5.61%
All Others are less than 5%		

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.

Dan Leavy
Signature

Dan Leavy
Print Name

Chief Operating Officer
Title

February 10, 2023
Date

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
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

Dan Leavy

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Software Use Agreement with Strata Decision Technology, 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 Software Use Agreement with Strata Decision Technology, LLC for financial planning and decision support software subscription; authorize the Chief Executive Officer to execute extensions and amendments within his yearly 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: 3000851000 Funded Pgm/Grant: N/A
Description: Subscription to StrataJazz and Sg2 Care Grouper software
CBE: NRS 332.115(1)(h) – Software
Term: Four (4) years with One, 1-year option
Amount: NTE $2,334,642.00
Out Clause: 30 days with cause or 6 months Buyer's Remorse Guarantee

BACKGROUND:

This request is to enter into a new Software Use Agreement ("Agreement") with Strata Decision Technology, LLC ("Strata") to subscribe to the StrataJazz and Sg2 Care Grouper software solutions ("Solutions"). These Solutions provide business decision support, advanced cost accounting, reporting, and contract analytics to improve efficiencies throughout UMC, and offer tools to make more informed and timely business decisions. UMC will compensate Strata a not-to-exceed amount of $2,334,642.00 for four (4) years from the Agreement's Effective Date with a one (1) year extension option. Either party may terminate this Agreement with cause with a 30-day written notice or at UMC's option, exercise the Buyer's Remorse Guarantee within the first six (6) months of the Term.

Staff also requests authorization for the Hospital CEO to execute extensions and amendments within his yearly delegation of authority.

UMC's Chief Financial Officer and Assistant Controller have 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
February 22, 2023

Agenda Item #
11

Strata is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.



SOFTWARE USE AGREEMENT

THIS SOFTWARE USE AGREEMENT ("Agreement") is made and entered into as of the date of the last signature affixed hereto (the "Effective Date"), by and between Strata Decision Technology, LLC, an Illinois Limited Liability Company with principal offices at 200 East Randolph Street, 49th Floor, Chicago, Illinois 60601 ("Strata") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes having its principal offices at 1800 West Charleston Boulevard, Las Vegas, Nevada 89102 ("Customer").

W I T N E S S E T H:

WHEREAS, Strata desires to grant to Customer, and Customer desires to obtain from Strata, a non-exclusive right to use the computer software and related materials described below, all on the terms and conditions set forth in this Agreement.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, the following definitions will apply:

"Annual Consulting Days" means the annual consulting support that will be provided to Customer to be used as Customer sees fit, including, but not limited to, training (on-site or web based), process support meetings, database rollovers or additional services that are not included in the project assumptions contemplated under this Agreement. Each Annual Consulting Day equals eight (8) hours;

"Authorized User" means a party granted the right to use the Program Assets at the Facilities, including and limited to only the following: (a) Customer and its employees and authorized agents; (b) nurses, physicians and technicians or staff otherwise affiliated with Customer, including, without limitation, the medical staff members; (c) Third Party consultants and other independent contractors performing services for Customer; and (d) any governmental bodies lawfully requesting or requiring access. Notwithstanding the foregoing, the entities listed in **Exhibit D**, their respective personnel, and their respective Facilities shall at no time be deemed to be an Authorized User;

"Contract Year" means each successive 12-month period after the Effective Date of this Agreement;

"Facility" means, with respect to either party, any person or entity which such party controls. For purposes of the preceding sentence, the term "Control" means the ownership of more than fifty percent (50%) of an entity's voting securities;

"Hospital" means a healthcare provider of inpatient and other healthcare services with a single National Provider Identifier (i.e., Medicare number) without regard for sub-provider identifiers which are identified in **Exhibit B** of this Agreement;

"Input Data" means all data entered into the Programs by Customer and/or its Facilities;

"Programs" means the computer software identified in **Exhibit A** to this Agreement, which is hereby incorporated by reference and made a part of this Agreement, and also includes any subsequent upgrades provided by Strata;

"Program Assets" means the Programs and the User Documentation;

"Proprietary Assets" means the copyright, patent, trade secret and other proprietary rights of Strata included in the Program Assets, including, without limitation, Strata's Confidential Information and materials identified in Section 9.2;

"Report User" means an individual user of the Programs with a specified name with a unique Windows or network logon name or ID who has read only report viewing access to the Programs;

"System User" means an individual user of the Programs with a specified name with a unique Windows or network logon name or ID who has full access to the Programs;

"User Documentation" means the user documentation materials, including online help and PDF guides provided by Strata to Customer pursuant to the terms of this Agreement which embody, represent, describe or specify the Programs or their uses, operations or applications; and

Other defined terms are contained in the body of this Agreement.

2. Customer Rights Under Agreement.

2.1 In accordance with the terms of this Agreement, Strata grants to Customer, and Customer accepts from Strata, a limited, non-transferable, non-exclusive right to use the Programs (or any version thereof provided to Customer pursuant to this Agreement) via Strata's hosted application environment. Notwithstanding the foregoing, Strata acknowledges that part of Customer's business may involve operating in a shared resource and/or service bureau environment, and in connection with such business, Customer will have, subject to the requirements set forth in this Agreement, the right to use the Programs for itself and its Facilities, such right of use will include a right of access and direct use of Customer's Authorized Users.

2.2 Customer will have the right to modify the Program Assets and/or merge the same into other programs and materials to form an updated work for its own use.

2.3 Customer must obtain from Strata advance written approval, which will not be unreasonably withheld, before any changes are made to the Hospitals listed in **Exhibit B**. Customer recognizes the fees for the rights granted hereunder are based upon (a) the number of System Users for the Facilities and (b) the number of Hospitals listed in **Exhibit B**, and an increase in either may result in an increase in fees.

2.4 Customer must not access the Program Assets from any location other than Customer's Facilities and must prevent use or access of the Program Assets by anyone other than Customer or other Authorized Users. Customer acknowledges that any use of the Program Assets in violation of this Section constitutes a material breach of the terms of this Agreement. Customer and Authorized Users are permitted to access the software from remote sites, so long as such access conforms to Customer's policies for remote access to confidential information.

3. Term.

This Agreement will be effective on the date first written above and will be in effect through the Commitment Period outlined in Section 6.1 ("Term"), unless terminated pursuant to the express terms of this Agreement.

4. Delivery; Installation; Consulting Support.

4.1 Strata will provide the Program access credentials to Customer within fifteen (15) days of the Effective Date of this Agreement (the "Installation Date"). If Customer does not agree that the Programs are accessible in accordance with the System Technical Requirements set forth on **Exhibit C** located at: http://www.stratadecision.com/TechRequirements, it will so advise Strata in writing within thirty (30) days of the Installation Date. Strata will then take corrective action to remedy the situation.

4.2 Implementation Consulting Support: Strata shall provide implementation consulting support for the Programs in accordance with a mutually agreed upon project assumptions attached as **Exhibit F**. The corresponding fees and the billing terms for those fees are outlined in **Exhibit A** to this Agreement (excluding travel which will be billed separately as they are incurred). Additional consulting services beyond the effort outlined in the project assumptions in **Exhibit F** are not included in Strata's support duties under this Agreement, but are available to Customer to purchase via an engagement letter which will be executed by both parties.

4.3 Annual Consulting Days: Strata shall make its resources available to Customer for a specified number of ongoing Annual Consulting Days pursuant to the details outlined in **Exhibit A** to be used toward consulting engagements outside of the project assumptions. These Annual Consulting Days will be provided to Customer at no additional charge. The allotment of person-days for a given Contract Year is to be used within one (1) year, and will not carry over from year to year.

5. Charges.

5.1 Customer will pay Strata the fees set forth in **Exhibit A**, in accordance with the Payment Schedule set forth therein. Any and all other charges due under this Agreement will be due and payable within thirty (30) days of Customer's receipt of the applicable correct invoice.

5.2 Customer will be responsible for the payment of all applicable taxes levied or based on this Agreement or the Program Assets, including state and local privilege or excise taxes; provided that Customer will not be responsible for the payment of taxes based on the net income of Strata.

6. Annual Fees / Renewals / Upgrades / Tech Support.

6.1 Customer has made a commitment to use the suite of Program Assets for four (4) years from the Effective Date with an option to renew for one (1) year (i.e., the "Commitment Period"). This Agreement shall not auto renew, and renewal terms will be negotiated by the parties at the end of the Commitment Period, however, in no case will the annual subscription fees outlined in **Exhibit A** increase by more than 5% per year for any renewal after the Commitment Period. Both parties agree to either execute an amendment or a new Agreement if the subscription services will go past the Commitment Period.

6.2 Customer must pay the annual fees outlined in **Exhibit A** for continued use of the suite of Program Assets beyond the first Contract Year. In the event that Customer fails to pay the annual fees outlined in **Exhibit A**, Customer's access to the Program Assets will be terminated or suspended, and Customer must immediately cease and desist from using the suite of Program Assets.

6.3 Payment of the subscription fees outlined in **Exhibit A** entitles Customer to receive upgrades of the Programs in use that are of the same software and analytics platform, and free Technical Support for unlimited support incidents for resolving incidents where software functionality does not perform in accordance with User Documentation. Technical Support is defined to include, but not be limited to, the following: software system-related error messages, system performance issues, troubleshooting specific to system issues or error messages, and software system errors. Support personnel will assist Customer in resolving issues with the use of the Program Assets and answer related general questions. For this Technical Support, Strata's hours of operation are Monday through Friday, 7:00 a.m. to 7:00 p.m. United States Central Time.

6.3(a) Technical Support is available to Customer in the following way through the following communication:

- Telephone: 312-726-1227 and select the technical support option
- E-Mail: Send messages to support@stratadecision.com

6.3(b) Strata will enter Technical Support incident reports provided by Customer into Strata's call tracking system, and prioritize requests using the following categories:

- Category 1 – Program malfunction that prevent substantial numbers of Customer's users from using Programs for substantially all normal functions using normal procedures.
- Category 2 – Same as Category 1, except that malfunction prevents some of Customer's users from using some normal functions using normal procedures.
- Category 3 – All normal functions of the Programs are operational and can be productively used, but one or more functions are degraded as a result of a malfunction.
- Category 4 – Cosmetic issues and other minor issues that do not result in degraded performance or otherwise materially affect use or functionality of the Programs.

Strata will use commercially reasonable efforts to provide the following Response and Resolution times for the Categories. Response and Resolution times are measured from the time that the report is received by Strata Technical Support staff:

	Standard Business Hours	
Category	Response Time	Resolution Time
1	2 business hours	1 business day
2	4 business hours	2 business days
3	8 business hours	5 business days
4	8 business hours	15 business days

Strata will use commercially reasonable efforts to either fix or provide a workaround procedure for any material breach of functionality as described in the then current User Documentation as long as the Program Assets are used with software and operating systems that match then-current Strata technical standards. Resolution times are measured from the time a problem is reported until the time that Customer is sent a notification that a solution has been tested and verified by Strata staff, and does not include time required for Customer to verify that solution. Resolution times exclude any time waiting for completion of reasonable requests from Strata staff for testing, additional information, or completion of problem resolution procedures when those steps must be carried out by Customer's employees or third-party product and service providers.

Strata will be in material breach pursuant to Section 10.1 of this Agreement should Customer report a software system-related error or issue which is classified as a Category 1 and Strata does not provide a fix or workaround procedure that addresses such system-related error or issues within ten (10) business days.

6.4 Except in instances where this Agreement is terminated as a direct result of Strata's material breach, or as outlined in Sections 7.1 and 10.2, nothing in this Agreement will relieve Customer of its obligations to pay the fees outlined in **Exhibit A** for the full Commitment Period. Customer must remit to Strata the fees outlined in **Exhibit A** during the Commitment Period. Customer further understands that all fees are distinct and separate payment obligations of Customer under the terms of this Agreement, and that no refunds will be issued for an early termination of this Agreement unless such termination is a direct result of Strata's material breach as outlined in Section 10.1. Strata will invoice Customer the subscription fees annually.

6.5 As part of the payment of the subscription fees outlined in **Exhibit A**, Strata will host one (1) production version of the Programs and provide access to the Programs to Customer's System Users for the duration of the Commitment Period. Strata's Hosting Service Level Agreement is attached as **Exhibit E**. Any increase in the number of System Users from what is outlined in **Exhibit A** will result in an increase in the fees set forth in **Exhibit**

A. Strata reserves the right to periodically archive and with Customer's written acceptance, purge all data after five (5) years.

6.6 As part of the subscription fee outlined in **Exhibit A**, Strata will provide Customer with eLearning to be used for end user training on the Programs for the duration of Customer's Commitment Period for all System Users for the Programs.

6.7 Customer has agreed to purchase a limited-use Sg2 Care Grouper from Strata in exchange for the fees outlined in **Exhibit A**. Customer understands that the use of the Sg2 Care Grouper is a limited use license and may only be used inside the Programs. The fee for using the Sg2 Care Grouper inside the Programs shall be fixed for Customer's Commitment Period. After the Commitment Period, the fees for the Sg2 Grouper are subject to change based on (a) changes in Customer's Net Patient Revenue (as defined in Definitive Healthcare's website) or (b) increases imposed by Sg2 to Strata for the use of the Sg2 Grouper (and any such increase i.e., pass-through fees to Customer, will not be more than 25% or not more than any increase Sg2 imposes on Strata). Both parties agree to either execute an amendment or a new Agreement if the license subscription will go past the Commitment Period. Customer will not reverse engineer the Sg2 Care Grouper or attempt to use to group data outside the Programs (e.g., an Enterprise Data Warehouse) in any manner. Customer will be obligated to pay Sg2 the full Sg2 Care Grouper list price should it attempt such use.

7. Strata Warranties.

7.1 During the Commitment Period following the Effective Date (the "Warranty Period"), Strata warrants that the Programs will operate properly when used in the manner specified in the User Documentation to be provided by Strata. The extent of Strata's obligations under the foregoing warranty will be limited to correcting or replacing defective Programs and User Documentation, so as to satisfy such warranties, provided that, if Strata fails to do so in a timely manner, at Customer's election, Customer may terminate this Agreement, and thereafter Customer will have no further obligations to make any payments under this Agreement and the parties will have no further rights or obligations under this Agreement except as set forth in Section 10.4 below. Notwithstanding anything to the contrary contained in this Agreement, the foregoing warranty will not apply to malfunctions not promptly reported by Customer during the Warranty Period or from: (a) unapproved alteration or modification of the Programs or any component thereof by Customer or others (any update provided by Strata is considered for this Section an approved alteration or modification of the Programs), or (b) use of the Programs in conjunction with software obtained from another source not indicated by Strata to be compatible with the Programs.

7.2 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, STRATA MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAMS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STRATA DOES NOT WARRANT THE RESULTS OF ANY PROGRAM OR SERVICE OR THAT ANY ERRORS IN ANY PROGRAM WILL BE CORRECTED, OR THAT THE FUNCTIONALITY CONTAINED IN THE PROGRAMS WILL MEET CUSTOMER'S REQUIREMENTS.

7.3 EXCEPT AS SET FORTH IN SECTION 8 BELOW, STRATA'S TOTAL LIABILITY, IF ANY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT, PERSONAL INJURY, DAMAGE TO REAL PROPERTY OR PERSONAL PROPERTY OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER TO STRATA IN THE YEAR GIVING RISE TO THE CLAIM. STRATA WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COSTS OF ANY SUBSTITUTE PROCUREMENT) WHETHER OR NOT FORESEEABLE AND EVEN IF STRATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity.

8.1 Strata shall contribute to the settlement or defense of any claim asserted against Customer alleging that the Program Assets infringe a United States patent or copyright, up to an amount equal to the subscription fees paid by Customer per **Exhibit A**. Strata's obligation under this Paragraph is subject to Customer promptly notifying Strata in writing of such claim and giving Strata full and complete authority, information and assistance in the defense of such claim; provided, however, that Strata shall not settle any claim unless the settlement has prior approval of Customer's appropriate governing body. Strata shall have no liability or obligation to Customer with respect to any such claim if such claim is based upon: (i) modification of the Program Assets made at the request of or according to the specifications of Customer; (ii) use by Customer of the Program Assets with non-Strata software, data, or materials not indicated by Strata to be compatible with the Program Assets; or (iii) for alterations to the Program Assets not approved by Strata if such alleged infringement would not have occurred, but for Customer's use, of such non-Strata software, data, or materials in conjunction with the Program Assets. In addition, Strata shall not be responsible for the cost of any settlement of any such claim made without the prior written consent of Strata, which shall not be unreasonably withheld. In the event that any such claim of infringement is made or threatened, or injunctive relief is granted to the third-party claimant, Strata may, at its sole option, either: (a) secure the right for Customer to continue using the Program Assets, (b) substitute other software of like capability, or (c) refund to Customer an amount equal to the subscription fees paid by Customer per **Exhibit A**, whereupon Customer will discontinue its use of the Program Assets. This Paragraph sets forth the complete liability of Strata with respect to infringement of intellectual property rights.

9. Ownership, Confidentiality and Protection of Proprietary Information.

9.1 It is agreed and understood by Customer that the Proprietary Assets are the sole property of Strata; provided however that all Input Data, in all file formats, will be the sole and exclusive property of Customer.

9.2 During the course of this Agreement, each party and its Authorized Users will have access to the other party's "Confidential Information," which includes, without limitation, the User Documentation, information pertaining to customer lists, services, methods, processes, profits, operating procedures, and any other information disclosed pursuant to this Agreement and in confidence. Each party will, to the extent and in accordance with its policies used to protect its own Confidential Information, use commercially reasonable efforts to refrain from and prevent the use or disclosure of any such Confidential Information disclosed or obtained by it while performing its obligations under this Agreement, except where such use or disclosure is for internal purposes, is required pursuant to the governmental authority listed in **Exhibit A** or by any other governmental authority, or is required to be disclosed by law or regulation. Such commercially reasonable efforts will include, at a minimum: (a) preventing the removal of any Confidential Information from such party's premises without the other party's prior written approval which approval shall not be unreasonably withheld; (b) prohibiting the copying or distribution of any Confidential Information without the other party's prior written consent; and (c) prohibiting use of any Confidential Information for any purpose other than those contemplated by this Agreement. Notwithstanding the foregoing, each party's obligations to protect the confidentiality of any such Confidential Information will terminate if the same falls into the public domain without breach by such party of its obligations under this Agreement and such materials, but only such materials, will thereupon cease being Confidential Information. In addition, the foregoing obligations of the parties will not apply to information which is disclosed to a party by a third party with the right to do so.

Notwithstanding any provision in this Agreement to the contrary, Strata 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 this Agreement which Strata has claimed to be confidential and proprietary, Customer will immediately notify Strata of such demand and Strata shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Strata shall indemnify, defend and hold harmless Customer

from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Strata documents in Customer's custody and control in which Strata claims to be confidential and proprietary. For the avoidance of any doubt, Strata hereby acknowledges that this Agreement will be publicly posted for approval by Customer's governing body.

10. Termination and Remedies.

10.1 If either party materially breaches any provision of this Agreement and fails to cure the same within thirty (30) calendar days of its receipt of written notice of such breach from the non-breaching party, then the non-breaching party may, at its sole discretion, declare this Agreement to be in default and all rights of Customer granted under this Agreement to be terminated.

10.2 **Buyer's Remorse Guarantee**: For the first six (6) months following the Effective Date, Customer has the option to terminate this Agreement for any reason and receive a full refund of any subscription fees that have been previously paid, excluding implementation and travel expenses.

10.3 Immediately following the termination of this Agreement pursuant to Section 10.1 above, Customer will cease to use the suite of Program Assets in the conduct of its business except to make an archival copy of data previously processed using the suite of Program Assets and to convert such data so that it may be processed by the software used to replace the Programs. Unless this Agreement otherwise provides, within thirty (30) calendar days of the termination of this Agreement, Customer will return to Strata all physical embodiments, at Strata's cost, of the suite of Program Assets and will continue to maintain the confidentiality thereof.

10.4 The provisions of Sections 6.4, 7.2, 7.3, 8, 9, and 10.3 will survive the termination of this Agreement.

11. Data Security.

11.1 "Customer Data" means any data and information, that is stored in Strata's system or software, provided by Customer and its users to Strata, or otherwise obtained by Strata from Customer and its users in connection with this Agreement.

11.2 Strata shall not gather, retrieve or utilize Customer Data for any purpose other than as expressly authorized by this Agreement or in writing by an authorized official of Customer. Notwithstanding anything to the contrary, Customer (a) authorizes Strata to use Customer Data for use in Strata developed or integrated software enhancements, algorithms, models, or analytics products or services (collectively, "Strata Products") and (b) agrees that Strata will own all right, title, and interest in such Strata Products and any derivative works created therefrom. Strata agrees that the Strata Products offered by Strata will only utilize Customer Data and Input Data on an anonymous basis, unless so authorized by Customer in writing, thus not allowing users, other than Customer, of such data, analytics product or service to attribute such data to Customer. If Strata utilizes third-party services to de-identify any PHI within Customer Data for use in Strata Products, Strata will only do so pursuant to a valid Business Associate Agreement. Strata will not export any Customer Data outside of the United States or its territories. Notwithstanding anything to the contrary, the outputs of any Strata Products (including any results, analysis or derivative works of such outputs) contain Confidential Information of Strata and may only be used internally by Customer and may not be publicly shared or used for the benefit of a third party.

11.3 With respect to system security as it pertains to Customer and Customer Data, Strata agrees to:

(a) segment Customer Data away from Strata's internal users, so that only authorized employees of Strata with a need to know such information can access it;

(b) encrypt all back-up media, laptops, and similar devices that interact with and/or store Customer Data ("Devices"), and keep audit logs of such Devices to verify, in the event of the loss of a Device, that such Device was encrypted;

(c) put into place all other external controls on Customer Data necessary to prevent such data from being obtained, viewed, altered, or otherwise accessed by unauthorized users, and to prevent its systems from being compromised or breached (i.e., electronic defenses, Access Control Lists (ACLs) on routers, firewalls, etc.);

(d) not use or permit generic account logins for multiple persons or generic root access to its information systems; i.e., all of Strata's system administrators of information systems must have their own logins so they can be tracked and audited individually;

(e) have adequate physical security controls in place at its data center and in all other areas or locations (physical or virtual) where Customer Data is stored or processed (i.e., voice, video, data, logs, etc.);

(f) have company security policies documented and all of those policies implemented, and require that any subcontractors of Strata adhere to such security policies;

(g) use adequate logical security controls to separate Customer Data from other customers' data;

(h) encrypt data transmissions between Strata and Customer using HTTPS, VPN, Secure FTP or other mutually approved method of encryption;

(i) permit any and all off-site storage or backups of Customer Data only in a secure storage facility that meets industry standard requirements; and

(j) ensure that its agents, subcontractors, third party providers, and users who have access to Customer Data are bound at least as stringent as those applicable to Strata under this Agreement, with respect to data security and protection and non-use of Customer Data.

11.4 Destruction of Data Standards. Upon termination of this Agreement, Strata will destroy all identifiable Customer Data. If Strata believes it is not feasible to destroy all identifiable Customer Data, Strata will promptly notify Customer and propose a plan for safeguarding the confidentiality and security of retained identifiable Customer Data. Upon Customer's agreement that the destruction of identifiable Customer Data is infeasible and it has given its consent to Strata's plan, Strata may retain such identifiable Customer Data for a mutually agreeable period of time. For the avoidance of doubt, any Customer Data or derivatives thereof which have been de-identified or anonymized in conjunction with this Agreement and in accordance with the HIPAA rules (45 CFR 164.514), shall still be available for Strata's use beyond the termination of this Agreement and consent for further use is not required.

12. Data Submission.

12.1 Customer agrees to forward all data files to Strata using secure file transfer protocol (SFTP) to Strata's SFTP server. A unique SFTP account will be provided to Customer. Strata shall assume no responsibility for any data file until its receipt and unless sufficient security is maintained to protect the confidentiality and integrity of all data.

12.2 The parties will execute a mutually acceptable Business Associate Agreement ("BAA") that complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Both parties agree that no work on StrataJazz Cost Accounting Implementation can begin until this BAA is executed by both parties.

13. General Provisions.

13.1 Assignment. Except as specifically provided in this Agreement, neither party may assign or delegate in whole or in part this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; however, with written notice to the other, a party may assign the rights granted under this Agreement to any successor in interest who acquires all or substantially all of the assets of a party. The successor in interest agrees in writing to assume all obligations under this Agreement. If the successor in interest refuses to be bound by all the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void, and this Agreement may be terminated.

13.2 Customer specifically recognizes that (a) Strata owns the Proprietary Assets, (b) the Proprietary Assets are of value to Strata, and (c) any unauthorized disclosure or use of the Program Assets will cause irreparable injury to Strata and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly, Customer agrees that in the event of any such unauthorized disclosure or use, Strata will be entitled to injunctive relief, without bond, in addition to such other legal and equitable remedies that may be available.

13.3 Agreement and Amendments. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and may only be modified by a written instrument signed by both parties hereto.

13.4 Governing Law. This section has been intentionally deleted.

13.5 This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

13.6 Severability. If any provision of this Agreement is not enforceable in whole or in part, the remaining provisions of this Agreement shall not be affected. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege under this Agreement.

13.7 Publicity. Neither Customer nor Strata 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.

13.8 Litigation Venue. This section has been intentionally deleted.

13.9 Independent Contractor. The parties acknowledge and agree that nothing in this Agreement can be construed to create an employer/employee, agency or joint venture relationship between the parties.

13.10 Customer agrees to have at least one (1) Customer employee complete the following online surveys related to their experience with Strata: (a) one post-implementation survey and (b) semi-annual customer satisfaction surveys throughout the length of the Commitment Period.

13.11 The prices in this Agreement reflect discounts. To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all such discounts and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available the information provided to Customer by Strata concerning the discounts.

13.12 Strata shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

13.13 Customer understands that Strata is subject to the U.S. Foreign Corrupt Practices Act of 1977 (as amended) (the "FCPA") and therefore risks serious civil and criminal penalties if Strata becomes involved in making payments in cash or in kind to foreign government officials, political candidates or political parties to obtain and maintain business. Customer acknowledges that it has reviewed and understands the FCPA as it relates to the Programs. Accordingly, Customer shall not offer, promise, or pay any money, gift or any other thing of value to any person for the purpose of influencing official governmental actions or decisions in obtaining or retaining business for Strata or take any other action which would violate the FCPA. If Customer becomes aware of any violation of the FCPA related to the Programs, Customer hereby covenants and agrees to promptly report the details of such violation to Strata.

13.14 The parties agree that they will conduct an executive level call at least once every six (6) months during the Commitment Period to discuss project goals, objectives and expectations to the organization.

13.15 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.

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

13.17 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.

13.18 Travel. For pre-approved on-site travel by Customer, Strata will be reimbursed for actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. Strata agrees to comply with Customer's Travel Reimbursement policy.

13.19 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), electronic mail with acknowledgment from recipient or by hand delivery, and directed to the appropriate party as follows:

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

To Strata: Strata Decision Technology, LLC
Attn: CFO
200 E. Randolph St., 49th Floor
Chicago, IL 60601

13.20 Personnel On-Site. Strata shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Strata 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. Strata'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. Strata shall not be required to send any employee on-site to Customer's premises should any on-site requirement such as but not limited to vaccine policies, conflict with Strata's HR policies.

13.21 Access to Books and Records. Notwithstanding any other terms of this Agreement, Customer and Strata will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the services rendered hereunder to the full extent required by the Centers for Medicare and Medicaid Services implementing Section 952 of the Omnibus Reconciliation Act of 1980 at 42 U.S.C. Section 1395 (x)(v)(1)(I). If Strata carries out its duties under this Agreement through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organizations books and records.

If any service under this Agreement is in furtherance of a U.S. Government contract or subcontract or is otherwise subject to the provisions of the Equal Opportunity Clause as promulgated by Section 202 of Executive Order 11246, dated September 24, 1965, or to 41 C.F.R. 60-250 (requiring affirmative action to employ certain handicapped veterans), or to 41 C.F.R. 60-741 (requiring affirmative action to employ certain handicapped individuals) or to any other federal law, rule or regulation applicable to Customer or its Facilities as U.S. Government contractors or subcontractors (including but not limited to any applicable Section of 48 C.F.R. Chapter 1), the contract provisions required therein are hereby incorporated by reference. Strata also agrees to comply with all applicable local, state and federal laws and executive orders and regulations that are applicable to Customer and Facilities as U.S. Government contractors or subcontractors.

13.22 Force Majeure. Neither party shall be in default of this Agreement or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control; provided however, that either party who fails because of force majeure to perform its obligations hereunder shall, upon the cessation of the force majeure, take all reasonable steps within its power to resume compliance under this Agreement with the least possible delay.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below to be effective as of the Effective Date. The undersigned each individually represents that he or she is duly authorized to execute this Agreement.

STRATA DECISION TECHNOLOGY, LLC:

By: 
Authorized Signature

Name: Dan Dunham

Title: CFO

Date: February 9, 2023

CUSTOMER:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Authorized Signature

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

EXHIBIT A
SCOPE OF SERVICES AND FEES

Programs:

StrataJazz Operating Budgeting & Management Reporting for 300 System Users
StrataJazz Long Range Planning & Rolling Forecasting for 50 System Users
StrataJazz Productivity Reporting for 300 System Users
StrataJazz Cost Accounting for 50 System Users
StrataJazz Contract Analytics for 50 System Users
Sg2 Care Grouper

Fee Summary:

	Year 1	Year 2	Year 3	Year 4	Optional Year
Description	Billed upon the Effective Date	Due 1 year after the Effective Date	Due 2 years after the Effective Date	Due 3 years after the Effective Date	Due 4 years after the Effective Date
[redacted]					
Total	$1,042,274	$315,592	$315,592	$315,592	$315,592

Travel Fees:

Travel expenses shall not exceed **$30,000.00** for the Term of this Agreement.

Implementation Fees:

The Implementation Fee outlined in this **Exhibit A** represents a fixed fee implementation. Any additional consulting services required for services that are part of the project assumptions attached as **Exhibit F** will be provided at no additional charge. Additional consulting services for services not included in the project assumptions are not included as part of this Agreement. Should Customer need additional consulting services for implementation work that causes an unreasonable delay in the implementation, caused by Customer (including changes in project scope), Strata reserves the right to bill Customer, at a reasonable cost, for the extra consulting services without the prior written approval from Customer up to the amount(s) shown in the column labeled "Pre-Approved Services" listed below. Strata must seek written approval for any purchase of any services beyond the Pre-Approved Services for each Added Program set forth below.

Description	Pre-Approved Services
Operating Budgeting & Management Reporting	$14,001
Long Range Planning & Rolling Forecasting	$5,522
Productivity Reporting	$5,324

Cost Accounting	$12,818
Contract Analytics	$10,648
Data Integration	$16,762
Project Management	$7,494

Annual Consulting Days:

Customer is entitled to the following consulting days on an annual basis by Program:

Description	Number of Days
Operating Budgeting & Management Reporting	5 Days
Long Range Planning & Rolling Forecasting	1 Day
Productivity Reporting	1 Day
Cost Accounting	8 Days
Contract Analytics	4 Days

Billing Information:

Implementation and Subscription Fees will be due and payable on the dates shown in the Fee Summary Table above.

Strata will invoice Customer the subscription fees annually, payment is Net 30.

Charges for travel expenses will be invoiced as they are incurred, payment is Net 30.

Customer's sales tax exemption information:

Customer agrees to send Strata their tax exemption certificate within fifteen (15) days following execution of this Agreement.

Strata will send invoices related to this Agreement to the following address:

University Medical Center of Southern Nevada
Attn: Accounts Payable
1800 W. Charleston Blvd.
Las Vegas, NV 89102

EXHIBIT B
HOSPITALS

Hospitals:

University Medical Center of Southern Nevada
1800 W. Charleston Boulevard, Las Vegas, Nevada 89102

EXHIBIT C
STRATAJAZZ TECHNICAL REQUIREMENTS

Please see: http://www.stratadecision.com/TechRequirements for the latest StrataJazz Technical Requirements.

EXHIBIT D
EXCLUDED ENTITIES

The following entities, their respective personnel, and their respective parents, subsidiaries, and affiliates shall at no time be deemed to be an Authorized User:

1) Adaptive Insights, Inc.
2) Attainia, Inc.
3) Avant-Garde Health
4) Chartis Group
5) Change Healthcare
6) Cognos, Inc., a subsidiary of IBM, Inc.
7) CostFlex Systems, Inc.
8) Craneware, Inc.
9) Harris Healthcare
10) Health Catalyst, LLC
11) Kaufman Hall, Inc./Axiom/Kreg Information Systems
12) Kronos, Inc.
13) Lawson Software, Inc.
14) McKesson Corporation
15) MedAssets, Inc.
16) MedeAnalytics
17) Medical Information Technology, Inc. (Meditech)
18) Med-Metrix, LLC
19) MD Buyline, Inc.
20) Microsoft, Inc.
21) nThrive
22) Oracle Corp.
23) Organizational Intelligence (OI Health)
24) Pamplona Capital Management, LLP
25) Parallon
26) Premier, Inc. / Healthcare Insights, LLC
27) PMMC
28) SAP AG
29) Syntellis
30) VFA, Inc.
31) Vizient, Inc.
32) Workday, Inc.
33) Any person or entity that Strata subsequently designates and Customer approves in writing, which approval shall not be unreasonably withheld or delayed

EXHIBIT E
STRATA TECHNOLOGY HOSTING SERVICE LEVEL AGREEMENT

Business Hours

Strata's servers are available 24 hours a day, 7 days a week, 365 days a year excluding scheduled downtime for maintenance. The standard business week for Strata is defined as Monday through Friday, 7:00 a.m. – 7:00 p.m. United States Central Time, excluding national holidays.

Scheduled Maintenance & Software Upgrades

Scheduled maintenance shall mean any maintenance in the Strata data center at which Customer's data is located (a) of which Customer is notified at least 24 hours in advance, or (b) that is performed during the standard maintenance window of Tuesday from 8:00 pm to 12:00 am US Central Time (this time is subject to change with advance written notice). Notice of scheduled maintenance will be provided to Customer's account contact(s) via email or phone.

As part of the Hosting Service, Strata shall install, at no additional cost, any Updates to the Software, including code changes, which are developed or published by Strata and which Customer is entitled to receive under Customer's Software Use Agreement.

Network Uptime

Strata's network experience over the last twelve (12) months has been the following: network uptime has been approximately 99.8% during Strata business hours excluding scheduled maintenance. Downtime is defined as a period of time or a percentage of a timespan that the hosted application is offline or not functioning as a result of failure of software, servers, or network systems controlled and maintained by Strata (such as a crash or malfunction). Downtime does not include times when the system is unavailable for Scheduled Maintenance, provided that Strata announces the scheduled maintenance period at least 24 hours in advance. Downtime does not include times when the hosted application is unavailable due to circumstances or conditions that arise on systems or networks controlled and maintained by Customer or third parties, including widespread Internet failures.

Network uptime includes functioning of all Strata network infrastructure, including routers, switches and cabling, but does not include applications or services running on Customer's servers nor does it include general Internet outages beyond Strata's ISP's local points of presence. Network downtime exists when (a) Customer's server is unable to transmit and receive data due to a problem with the Strata network infrastructure; (b) Strata determines in its reasonable commercial judgment that a network outage does indeed exist; and (c) Customer has opened a support incident with Strata's Customer Support. Network downtime is measured from the time a support incident is opened by Customer to the time the network outage is resolved.

Hardware Guarantee

Strata represents the operability of all hardware components and will replace at no cost to Customer any failed components. Hardware replacement for critical failures will begin upon identification of the problem. Hardware replacement for non-critical failures may be delayed until a Scheduled Maintenance period, at Strata's sole discretion.

EXHIBIT F
PROJECT ASSUMPTIONS

DATA INTEGRATION

	Data Source Systems:	
	General Ledger:	1 source for GL summary, MR detail - SAP
	Payroll:	1 source - SAP
	Statistics:	2 sources stats - charge driven and manual stat file
	OB Physician Data:	1 source
	Time & Attendance:	1 source - Kronos
	Hospital Billing:	1 source - Epic
	Professional Billing:	1 source - Epic
	Home Health:	Out of scope
	Hospice:	Out of scope
	SNF:	Out of scope
	Pharmacy Acquisition Cost System:	1 source - Epic
	Supply Acquisition System:	1 source - Epic
	Surgical Time Stamp System:	1 source - Epic OpTime
	ADT System:	Out of Scope
	Will there be imports for more than 2 years of history (2 prior year actuals, Year to date actuals, and current year budget where applicable)?	Yes, 2019 and forward

Strata will configure an automated Data Integration Interface for historic data from the source systems listed above in one (1) file format per data specifications provided.

Strata will configure Data Integration to meet the following requirements:

a) Each data file will contain the required fields as defined in the data specifications document.
b) Data queries from source systems should be created by Customer to allow for automated extraction and transfer.
c) Historical Data is defined as 2019 and forward years of history (2019 and forward prior year actuals, Year to date actuals, and current year budget where applicable), unless otherwise noted.
d) Source systems are assumed to remain the same unless previously noted. Please refer to the chart above for details.
e) Each data file, within a Data Set, is assumed to be in the same format for all entities, unless otherwise noted.
f) Data files are reconciled in three (3) phases:
    i. By Customer after extraction from the source of the extract to the source system.
    ii. By Strata after import into StrataJazz® utilizing reports provided by Customer.
    iii. By Customer after import into StrataJazz® utilizing reports provided by Customer.
g) Customer iterations on file extraction are completed within a mutually agreed upon timeline and with no more than three (3) file iterations prior to file format finalization milestone with one (1) full historical reimport prior to the historical sign-off (could delay the overall project) (Reimports after historical data sign-off will incur additional fees subject to Customer's written acceptance).
h) Source system conversions are not in scope. If a conversion is necessary, Strata will work with your IT team to determine the impact to your implementation as it relates to budget and timelines.

The following is considered out of scope:

a) Data outside of the data specifications guidelines provided.
b) Data field request changes after data requirements finalization may be considered out of scope and will require a change request.
c) A different Chart of Accounts and/or different file formats per entity is out of scope.
d) Changing file extract formats after the sample extract has been finalized and database configurations have been built.
e) Historical data prior to 2019.
f) The manual deletion/manipulation of data sets once imported (files need to be adjusted).

PROJECT MANAGEMENT

Strata will provide a work plan for the Strata scope, designed per the scope discussed, electronically for each project at the onset of the platform implementation as well as throughout the project via weekly status updates (changes to Strata standard work plan may be considered out of scope).

Strata will conduct weekly Technical Meetings: One (1) hour call per week for the duration of each project as established by the initially agreed upon work plan(s)

Strata will manage and deliver the following for the duration of the project for Strata responsibilities and resources as established by the initially agreed upon work plan:

a) Strata Project Work Plan Maintenance
b) Scope and Statement of Work Management
c) Change Request Documentation and Approval Process
d) Coordination of Strata efforts across solutions
e) Collaboration on Monthly Steering Committee Meetings (creation of additional presentations and status reports outside of standard weekly status report is out of scope)
f) Strata Executive Sponsor calls
g) Strata defined support for overall training and adoption planning for each solution
h) Risk management and mitigation support

TRAINING & POST GO-LIVE SUPPORT

Strata will provide a set of standard Train-the-Trainer materials to equip the Customer Administrator to facilitate End User Trainings. Depending on solution, Strata can conduct the following:

a) On-site/Remote Admin Training
b) On-site/Remote Maintenance & Validation Training
c) On-Site/Remote “Train-the-Trainer” Training
d) On-Site/Remote End User Training (subject to specific solution scoping)

Strata will provide up to four (4) weeks of post-go live support from the implementation consultants.

OPERATING BUDGETING

1.	Will Employee Level Budgeting of FTE’s and wage rate be implemented?	No
2.	Will Service line model be implemented? (charge code approach to volume and charge budgeting)	Yes
3.	Will the Reimbursement model be implemented? (centrally budget contractuals and net reimbursement by patient type, care setting, and payor group for selected entities)	Yes
4.	Will Physician Budgeting be implemented? (budget volumes, revenue,	Yes

	contractuals, compensation, and benefits by provider within each department)	
5.	For how many sites does the client want Strata to run end user training?	One (1)

Strata will configure a Departmental Budget Template:

a) Strata will implement a current year projection (based off Strata pre-defined projection methodologies) and 12-month budget modelling (based off a variety of pre-defined budget and spread methodologies) for each department within the organization to produce an Income Statement and Statistics Operating Budget, based on account and job code (for staffing) level detail.
b) Strata will configure staffing and salaries budget at a job code, and/or job code/pay type level.
    i. The system provides the ability to budget both fixed and variable FTE's in a given department.
    ii. Ability to use Productivity standards can be utilized to drive the budget.
    iii. Ability to project and budget benefits at a department and account level based on % salaries, $ per FTE or override methodology.

STRATEGIC PLANNING

1.	Will there be a Service line approach?	Yes
2.	Will physician (by specialty) forecasting be implemented?	Yes
3.	For how many sites does the client want Strata to run end user training? (above Project Team)	None; will utilize "Train the Trainer" approach

Strata will configure one (1) set of Strata Standard Long Range Financial Planning templates:

a) Three (3) to ten (10) year forecasting (based off a variety of pre-defined forecast methodologies) for each entity within the organization to produce an Income Statement, Balance Sheet, Cash Flow, Statement of Changes in Net Assets and Statistics and Ratios forecast, based on account rollup, patient type and payor class (for patient volume and revenue) and job code group (for staffing) level detail.

Strata will configure one (1) set of Strata Standard Rolling Forecast templates:

a) Twelve (12) to eighteen (18) month forecasting (based off a variety of pre-defined forecast methodologies) for each entity within the organization to produce an Income Statement and Statistics and Ratios forecast, based on account rollup, patient type and payor class (for patient volume and revenue) and job code group (for staffing) level detail.

Strata standard templates will be configured to Customer requirements per available StrataJazz® functionality.

MANAGEMENT REPORTING

1.	Will MR be Implemented after Operating Budgeting?	Yes
2.	Will Monthly Balance Sheet and Cash Flow be implemented?	Yes
3.	Will system generated statistics be implemented? (this requires Decision Support to be implemented)	Yes
4.	Will metrics be consolidated or unique to each entity? If unique, how many distinct entities will there be?	Consolidated
5.	For how many sites does the client want Strata to run end user training?	One (1)

Strata will configure a selected predefined system-wide target source (including Fixed Budget or Prior Year Actuals) to measure, track, and evaluate performance. Strata will configure metric favorability based on Customer specifications. Strata will configure a primary statistic for each department to drive target and flex calculations.

PRODUCTIVITY REPORTING

1.	Will both daily and bi-weekly productivity be implemented?	Daily and Biweekly
2.	Is there a need to accommodate more than one pay cycle?	No
3.	Will security assignments differ from Operating Budgeting?	No
4.	For how many sites does the client want Strata to run end user training?	None; will utilize "Train the Trainer" approach

Strata will configure a selected predefined system-wide target source (including Fixed Budget or Prior Year Actuals) to measure, track, and evaluate performance.

DECISION SUPPORT – COST ACCOUNTING

1.	Will the organization implement both Hospital and Professional Billing Cost Accounting?	Yes
2	Will the organization need to perform RVU studies? (list the number of revenue-generating departments)	No
3.	Implementation of both Hospital Cost Accounting and Professional Billing Cost Accounting at the same time?	Yes

Strata will configure prior and current fiscal year cost models based on go-live fiscal year for scoped sites of care areas purchased (ex. Hospital, Physician, Home Health, etc.):

a) Additional fiscal years can be configured, but will require a change request.

Strata will configure up to five (5) lump sum or GL dollar allocation amounts using the Allocation Manager tool, to targeted patient populations based on Customer's data model and requirements using a StrataJazz® defined patient population and spread driver. Strata will configure up to five (5) activity codes and cost allocations configuration to supplement charge master detail based on Customer's data model and requirements. Strata will configure up to ten (10) base or readmission patient populations based on Customer's data model and requirements. Strata will configure two (2) Customer defined service lines based on Customer data model and StrataJazz® standard functionality.

DECISION SUPPORT – CONTRACT ANALYTICS

1.	Will the organization implement both Hospital Billing and Professional Billing Contract Analytics?	Yes
2.	Implementation of Cost Accounting and Contract Analytics at the same time?	Yes
3.	Number of Contracts set up in the system (Default: 7 Hospital Billing & 7 Professional Billing)?	Implement the default

Strata will configure up to seven (7) StrataJazz® contract models defined by a unique set of contracts terms, conditions, and rates for scoped sites of care purchased (ex. Hospital, Physician, Home Health, etc.). If Professional Billing is being implemented, there will be an additional seven (7) models configured for the applicable contracts.

Strata will assist Customer validation on the fourteen (14) StrataJazz® contract models configured targeting between 3-10% variance of historical expected payment or actual payment:

a) Variance targets will be defined as a part of requirements gathering.
b) Validation assistance on additional contracts built outside of configuration scope is not included and may result in a change request.

Business Associate Agreement

This Agreement is made effective the 22nd of February, 2023, 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 **Strata Decision Technology, LLC**, 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 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. Notwithstanding the foregoing, this Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful 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 within five (5) business days 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, following at least ten (10) business days' advance notice to Business Associate, 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, provide a written certification to Covered Entity that such information has been returned or destroyed, 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.

[Signature page to follow]

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Dan Dunham
Title: CEO	Title: CFO
Date:_____	Date: 1/30/2023

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) 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: 0

Corporate/Business Entity Name:	Strata Decision Technology, LLC	
(Include d.b.a., if applicable)		
Street Address:	200 East Randolph Street, 49th Floor	**Website:** www.stratadecision.com
City, State and Zip Code:	Chicago, Illinois 60601	**POC Name:** Dean Barbella **Email:** dbarbella@stratadecision.com
Telephone No:	(415) 846-8805	**Fax No:** (312) 726-2947
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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)
Strata Decision Technology, LLC is a wholly owned subsidiary of Roper Technologies, Inc., which is a publicly held corporation.	N/A	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.

Dan Dunham

Signature — Print Name

CFO

January 30, 2023

Strata Decision Technology

Leadership

John Martino
Chief Executive Officer

Dan Dunham
Chief Financial Officer

Heidi Farrell
SVP, People Operations

Joel Gerber
Vice President, Product Management

John Gragg
SVP and Executive Director, EPSi Solutions and Services

Liz Kirk
SVP, Market Intelligence & Analysis

Steve Lefar
Chief Strategy Officer

Martin Luethi, PhD
Chief Technology Officer

Jennifer Rauworth
SVP, Client Services

Ryan Self
Vice President, Advisory Services

Frank Stevens
Chief Growth Officer

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Service Agreement for Special Inspections and Material Testing Services with NOVA Geotechnical and Inspection Services, LLC d/b/a Universal Engineering Sciences**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Agreement with NOVA Geotechnical and Inspection Services, LLC d/b/a Universal Engineering Sciences for special inspections and material testing services; authorize the Chief Executive Officer to execute the extension option and amendments within the not-to-exceed amount of this Agreement; 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: Special Inspections and Material Testing Services for Exterior Façade and Landscape Renovation Project
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 02/22/2023 to 06/30/2025 with the option to extend for up to six (6) months
Amount: NTE $700,000.00
Out Clause: 30 days for convenience

BACKGROUND:

This request is to enter into a new Agreement for Special Inspections and Material Testing Services ("Agreement") with Universal Engineering Sciences ("UES") to provide onsite field density testing, observations, and inspections of soils and structural materials for UMC's exterior façade and landscape renovation project. UMC will compensate UES a not-to-exceed amount of $700,000.00 for the Agreement Term from February 22, 2023 through June 30, 2025, with the option to extend for up to six (6) months. Staff also requests authorization for the Hospital CEO to execute the extension option and amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC. UMC may terminate this Agreement for convenience with a 30-day written notice.

UMC's Academic & External Affairs Administrator 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
February 22, 2023

Agenda Item #
12

UES currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC D/B/A UNIVERSAL ENGINEERING SCIENCES
NAME OF COMPANY
James Bristow, P.E., Managing Partner
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4480 W. Hacienda Ave., Ste. 104 Las Vegas, NV 89118
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 591-3761
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
JBristow@universalengineering.com
E-MAIL ADDRESS

SERVICE AGREEMENT FOR SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES (UMC EXTERIOR FAÇADE AND LANDSCAPE RENOVATION)

This Service Agreement (the "Agreement") is made and entered into this 22nd day of February 2023 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC D/B/A UNIVERSAL ENGINEERING SCIENCES (hereinafter referred to as "COMPANY"), to provide special inspections and material testing services for the UMC exterior façade and landscape renovation project (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date and continuing through June 30, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for up to six (6) months (the "Extension Term") upon written notice to COMPANY. The Initial Term and Extension Term shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of **$700,000** for the Term of this Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within sixty (60) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Any expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
4. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

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

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical

standards.

E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.

F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

G. The services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of COMPANY's profession currently practicing under similar conditions and in the same locality as the PROJECT. Data, interpretations and recommendations by COMPANY will be based solely on information discovered by, or made available to, COMPANY during the course of the engagement. In connection with such information, HOSPITAL recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. COMPANY shall not be responsible for the use or interpretation of such information by non-parties to this Agreement.

H. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.

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

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Shana Tello, Executive Office**, telephone number **(702) 383-3842** or their designee. HOSPITAL's

representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

a. Not less than fourteen (14) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within fourteen (14) calendar days. If, after the fourteen (14) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Universal Engineering Sciences
Attn: James Bristow, P.E., Managing Partner
4480 W. Hacienda Ave., Ste. 104
Las Vegas, NV 89118

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

COMPANY does hereby agree to indemnify and hold harmless HOSPITAL and the employees and officers of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or contractors of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Public Records

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

O. Publicity

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

P. Clark County Business License / Registration

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

1. Clark County Business License is Required if:
    a. A business is physically located in unincorporated Clark County, Nevada.
    b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
    a. A business is physically located outside of unincorporated Clark County, Nevada
    b. A business is physically located outside the state of Nevada.

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

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

Q. Site Access and Conditions

HOSPITAL shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the PROJECT and will execute any necessary site access agreement. COMPANY shall not be responsible for the supervision or health and safety precautions for any parties, including HOSPITAL, HOSPITAL's contractors, subcontractors, or other parties present at the site. HOSPITAL shall provide the location and/or arrange for the marking of private utilities and subterranean structures. COMPANY shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. COMPANY shall not be responsible for damage to subterranean structures or utilities that are not called to COMPANY's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to COMPANY. COMPANY will take reasonable precautions to reduce damage to the site when performing the services; however, HOSPITAL accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless requested by HOSPITAL in writing. HOSPITAL shall identify a designated representative authorized to act and make decisions on a timely basis on HOSPITAL's behalf with respect to the PROJECT.

R. Cooperation and Project Understanding

To the extent requested by COMPANY, HOSPITAL will make available to COMPANY all information in its possession regarding existing and proposed conditions at the site. COMPANY is entitled to rely upon the accuracy and completeness of the information given by HOSPITAL. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests and written reports. HOSPITAL shall immediately transmit to COMPANY any new

information concerning site condition which becomes available, and any change in plans or specifications concerning the PROJECT to the extent such information may affect COMPANY's performance of the services. HOSPITAL agrees, upon twenty-four (24) hours oral or written notice, to provide a representative at the job site to supervise and coordinate the services. COMPANY shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by HOSPITAL.

S. Sample Disposal

Unless other arrangements are made, COMPANY will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at HOSPITAL's prior written request, subject to a reasonable charge by COMPANY. HOSPITAL acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, COMPANY shall properly contain, label, and store such materials on-site, and HOSPITAL shall be responsible for its proper transportation and disposal. HOSPITAL recognizes that COMPANY is working as a bailee and at no time assumes title to waste samples or any responsibility as generators of said waste or samples.

T. Construction Monitoring

COMPANY is engaged by HOSPITAL to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in this Agreement. In connection with construction monitoring, COMPANY will report observations and professional opinions to HOSPITAL. COMPANY shall report to HOSPITAL any observed work which, in COMPANY's opinion, does not conform to plans and specifications. COMPANY shall have no authority to reject or terminate the work of any agent or contractor of HOSPITAL. No action, statements, or communications of COMPANY, or COMPANY's site representative, can be construed as modifying any agreement between HOSPITAL and others. COMPANY's presence on the PROJECT site in no way guarantees the completion or quality of the performance of the work of any party retained by HOSPITAL to provide construction related services and COMPANY's performance of testing and observation services shall not relieve any party in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

Neither the professional activities of COMPANY, nor the presence of COMPANY or its employees, representatives, or subcontractors on the PROJECT site, shall be construed to impose upon COMPANY any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the PROJECT site. HOSPITAL acknowledges that HOSPITAL or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any PROJECT HOSPITAL's agreement with the general contractor.

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

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

HOSPITAL:		COMPANY:	
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC D/B/A UNIVERSAL ENGINEERING SCIENCES	
By:_____	_____	By:_____	1-31-2023
MASON VAN HOUWELING Chief Executive Officer	DATE	JAMES BRISTOW, P.E. Managing Partner	DATE

EXHIBIT A
SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES
(UMC EXTERIOR FAÇADE AND LANDSCAPE RENOVATION)
SCOPE OF WORK

Universal Engineering Sciences (UES) will provide special inspections and materials testing services for the referenced PROJECT.

UES's preparation for this proposal is based on the following:

- The PROJECT will be subject to the City of Las Vegas Building Department jurisdiction.
- Review of geotechnical report prepared by Converse Consultants, dated August 26, 2022.
- Review of structural plans prepared by John A. Martin and Associates, dated July 14, 2022.
- Review of architectural plans prepared by Friedmutter Group, dated March 21, 2022.
- Review of civil plans prepared by Lochsa Engineering, dated September 10, 2021.
- No construction schedule was provided, however, construction dates for each phase have been provided on overall site map provided by Grand Canyon Development Partner, undated.
    - Per dates provided in overall map, it is anticipated that the PROJECT will start sometime in March 2023 and end on June 30, 2025 for an approximate total of 27 months.
    - For estimating purposes, work week will consist of 8 hours per day, Monday to Friday (40-hour work week). Overtime, premium time (earlier than 6:00 am and/or later than 4:00 pm), weekend and holidays should be considered out of scope of proposed work.
- Review of the Quality Assurance Agency (QAA)/Special Inspections Agreement produced by the City of Las Vegas Building Department. We understand that special inspections will include Items G (grading/soils), C (reinforced concrete), M (structural masonry), S (structural steel), F (spray applied fireproofing), E (EIFS), Y (fire-stopping/fire caulking), and X (special cases such as epoxy and mechanical anchors).
- For estimating purposes, assumptions have been made for time required for rough site grading, miscellaneous site earthwork and on-site utility installation.
- It is assumed that a Clark County/City of Las Vegas-approved steel fabricator will be used; this alleviates the requirement for shop fabrication inspections by UES.
- Exclusions from this proposal are architectural items or features and non-structural elements unless otherwise noted in the scope of services.
- UES recommends a pre-construction meeting to go over inspection requirements and procedures.

PROJECT DESCRIPTION

The PROJECT will consist of improvements of exterior face improvements to Buildings A, B, C, D, E, F, G, H, J, L and parking lot improvements P1 & P2.

SCOPE OF GRADING/SOILS SERVICES

On-Site Improvements

- Perform field density testing and observations during utility backfill operations.
- Perform field density testing for subgrade, curb, gutter and sidewalks.

SCOPE OF STRUCTURAL MATERIALS SERVICES

The following inspections and testing will be provided by an inspector(s)/technician(s) certified by the American Concrete Institute (ACI), International Code Council (ICC), and/or the American Welding Society (AWS) and in accordance with the requirements of Chapter 17 of the applicable International Building Code, Governing Agency Technical Guidelines, and PROJECT plans and specifications.

- **Reinforced-Concrete Inspection.** Provide periodic inspection of reinforcing steel installation and continuous inspection during concrete placement. A total of five 4-inch by 8-inch representative test specimens will be cast every 150 cubic yards and/or every day for testing of compressive strength. Strength testing will be as follows unless noted otherwise by plans, specification, or HOSPITAL requirements:
    - 1 cylinder at 7 days, 3 at 28 days and 1 will be held for 56 days provided the 28 day breaks did not meet strength requirements.

  Normal concrete pours will consist of one ICC inspector unless a pump is used, which requires an ACI technician to supplement the inspector. Supplemental inspectors/technicians may be required during periods of peak construction activity. Contractor (i.e., Martin-Harris Construction, LLC) is responsible for storage of the concrete cylinder samples, secured from damage and protected from hot and cold weather to comply with the requirements of ACI-305R, ACI-305.1-6 and ACI-306R. **The Contractor shall provide 24 hour 7 days a week access to all concrete cylinders for pick-ups.**
- **Structural Masonry Inspection (Level B).** Provide periodic inspection of constructed concrete masonry units (CMU), masonry reinforcing steel, and grout spaces. Provide continuous inspection during grouting and construction of masonry prisms. Contractor is responsible for constructing prisms while a certified special inspector is present and storage of prisms in a vertical position and sealed in a plastic bag. Three masonry prism samples are required every 5,000 square feet of placed CMU. Masonry prisms will be tested for compressive strength. Supplemental masonry inspectors/technicians may be required during periods of peak construction activity.
- **Structural Steel Inspection.** Provide inspection for steel member materials, size and shape, spacing and connections. Provide fabrication and testing of high-strength grout samples for compressive strength as required. Provide non-destructive testing as required, which may include ultrasonic, magnetic particle, dye penetrant and radiography techniques as required for welded connections, alterations, and Skidmore Wilhelm testing for high-strength bolts. Full time welding inspections are based on Complete Joint Penetration welds or fillet welds greater than 5/16 inch in size. Part time welding inspections are based on fillet welds 5/16 inch or less in size. Part time field welding inspections are based on structural design only and does not account for errors of size, spacing and quality of steel connections that may result in a full time welding inspection.
- **Exterior Insulation Finish System (EIFS).** Provide inspections for substrate, expanded polystyrene insulation (EPS) board, base and finish coat of EIFS system. Inspector will check the name of manufacturer, type of material and connections used, method of application of substrate, EPS board, mesh and base coat. Inspector will check for liquid content for dry mix material, mesh overlays and coverage on surfaces and record weather conditions during the inspection times only. UES will not sample or test any materials for any product used for this application.
- **Fire-Resistant Penetrations and Joints.** Provide inspection of Fire-Resistant Penetrations and Joints. Verification that installed condition conforms to the approved system, which includes penetrations through fire rated assemblies and floors. Every penetration shall be inspected to verify conformance with approved plans and specifications. Inspections will be required to confirm that annular space width, sleeve material/clearances, packing material, and fire caulking thickness/material comply with the approved system. Contractor shall provide a set of contract documents that identifies each penetration and the approved system for that penetration.
- **Epoxy and Mechanical Anchor Inspection.** Provide continuous inspection during the placement of epoxy for bolts, all thread rods, and reinforcing steel, as well as during installation of mechanical anchors such as wedge- and screw-types.
- **Spray Applied Fireproofing.** Provide periodic inspections for fireproofing applied to structural steel members. Substrate inspection shall be done prior to application of fireproofing. Thickness tests will be taken at 25% of all sprayed beams and columns. One density test and cohesion adhesion will be taken from one column, one beam, one floor joist and one deck (each type of structural member) for every 2,500 square feet of building per floor.

- **PROJECT Management.** A project manager will be assigned to review the daily activity of inspectors/technicians, monitor the budget for special inspection services, and oversee the preparation of the final report(s) if required. All field and laboratory tests will be reviewed prior to submittal.
- **Final Reports.** Final summary report(s) will be prepared for each permit as required by the governing jurisdiction. The final report(s) will include the daily inspection reports, field tests, and a summary of the laboratory tests performed and documentation of corrective action in response to non-compliant reports. Final reports will be reviewed by a State of Nevada Registered Professional Civil Engineer and wet stamped and signed by the registered engineer.

DISPATCH

UES will be providing the above scope of services on an on-call basis. These services will only be performed for projects that are scheduled through the dispatch department. Dispatch hours are from 7:00 am till 4:00 pm, Monday thru Friday and should be scheduled at least 48-hours in advance of required inspection/testing. Scheduling can be done by phone at **702-873-3478** or via email at **LVDispatch@UniversalEngineering.com**. **At no time will dispatch be scheduled by voicemail or through field inspectors/technicians.**

It is HOSPITAL's or their representative's responsibility to schedule all required inspections/testing. If work is done or covered up without inspections/testing services being done, UES cannot be responsible for governing agency acceptance of the work. The governing agency may require special testing or removal of un-inspected/tested work.

EXHIBIT B
COST OF SERVICES

COMPANY's services will be billed on a time-and-materials basis. Inspectors will check in upon arrival to the site and hourly billing will be based on time spent at the project site, and time to complete associated paperwork. Detailed invoices will be submitted on a monthly basis with hours or units multiplied by the unit fees from UES' 2023 standard fee schedule.

Based on the information provided, our proposed estimate (within confines of defined scope), is outlined as follows:

(1) Senior Special Inspector, (1) Special Inspector/Tester, Quality Assurance Lab Testing (soils samples and compressive strength samples), Project Management and Final Reports

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed amount of **$700,000** for the Term of this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2023

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 Greyling Ins. Brokerage/EPIC 3780 Mansell Road Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com
INSURED UNIVENG Nova Geotechnical And Inspection Services, LLC 4480 W Hacienda Ave Suite 104 Las Vegas NV 89118	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company — 11150 INSURER B : Evanston Ins Co — 35378 INSURER C : LANDMARK AMER INS CO — 33138 INSURER D : StarStone Specialty Insurance Company — 44776 INSURER E : Endurance American Specialty Insurance Company — 41718 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1523008618 **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 CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	ZAGLB9255700	1/1/2023	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	ZACAT9289700 EXT30030240900	1/1/2023 1/1/2023	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto	$ 2,000,000 $ $ $ $ 2,000,000
B C	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	MKLV2EUE101545 LHA100521	1/1/2023 1/1/2023	5/1/2023 5/1/2023	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	ZAWCI9995400	1/1/2023	5/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D B	Excess GL Professional Liab Incl. Pollution Liab			77102C232ALI MKLV7PL0005710	1/1/2023 2/1/2023	1/1/2024 5/1/2024	Per Occ./Aggregate Per Claim/Aggregate	4,000,000 1,000,000

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

Re: UMC Exterior Façade and Landscape Renovation Special Inspections and Material Testing Services.
University Medical Center of Southern Nevada is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

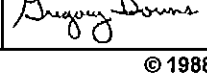
CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Legal Department
Attn: Kristine Sy
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



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Policy Number
ZAGLB9255700

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
UNIVERSAL ENGINEERING SCIENCES HOLDINGS, INC.
UNIVERSAL ENGINEERING SCIENCES MIDCO, INC.
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL (A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC.
DBA WALLACE-KUHL & ASSOCIATES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.

Policy Number
ZAGLB9255700

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-23
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

FAIC-SKLBUS-CPD (cont.)

THE NAMED INSURED ON FORM FAIC-SKLBUS-CPD IS AMENDED TO READ:

QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY
& TESTING, INC.
F/K/A SUMMIT ENGINEERING,
LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC
GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
ALPHA TESTING, LLC
AUSTIN ATI HOLDINGS INC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
ROCK ENGINEERING AND TESTING
LABORATORY, LLC
DAN BROWN AND ASSOCIATES, PC

Policy Number

ZAWCI9995400

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

OBSIDIAN GROUP HOLDINGS, LLC
OBSIDIAN GROUP ACQUISITIONS, INC.
UNIVERSAL ENGINEERING SCIENCES, LLC
F/K/A UNIVERSAL ENGINEERING SCIENCES, INC.
CENTURION CONSULTANTS HOLDINGS, INC.
CENTURION CONSULTANTS, LLC
ARIES CONSULTANTS, LLC
MCGINLEY & ASSOCIATES, INC.
GEOTEK ENGINEERING COMPANY, INC.
GFA INTERNATIONAL, INC.
DBA UNIVERSAL ENGINEERING SCIENCES
UNIVERSAL ENGINEERING INSPECTIONS, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES, LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - NORTHERN NEVADA LLC
NOVA GEOTECHNICAL AND INSPECTION SERVICES - SO CAL
(A CALIFORNIA CORPORATION)
CONTOUR ENGINEERING, LLC
IQC SOUTHWEST LLC
RIVER CITY GEOPROFESSIONALS, INC.
DBA WALLACE-KUHL & ASSOCIATES
QUALITY CONTROL CONSULTANTS, INC.
CONSTRUCTION TESTING AND ENGINEERING, INC.
CONSTRUCTION TESTING AND ENGINEERING, SOUTH, INC.
QC SOUTHWEST, INC.
SUMMIT ENGINEERING, LABORATORY & TESTING, INC.

Policy Number

ZAWCI9995400

SCHEDULE OF NAMED INSURED(S)

ARCH INSURANCE COMPANY

Named Insured OBSIDIAN GROUP HOLDINGS, LLC

Effective Date: 01-01-2023
12:01 A.M., Standard Time

Agent Name EDGEWOOD PARTNERS INSURANCE CENTER

Agent No. 34911

WC 00 00 01 A (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 A IS AMENDED TO READ:

F/K/A SUMMIT ENGINEERING,
LABORATORY & TESTING, P.C.
F/K/A SUMMIT ELT, INC.
GEOSERVICES, LLC
GEOTECHNOLOGY, LLC
GEOTECHNOLOGY EQUIPMENT, LLC
GEOTECHNOLOGY EXPLORATION, LLC

GEOTECHNOLOGY LIVING, LLC
GPR TESTING AND INSPECTION LLC
GSI ENGINEERING LLC
SPEEDIE & ASSOCIATES, LLC
ROCK ENGINEERING AND TESTING
LABORATORY, LLC
DAN BROWN AND ASSOCIATES, PC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
BY WRITTEN CONTRACT OR AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9289700

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: ZACAT9289700

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OBSIDIAN GROUP HOLDINGS, LLC

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, PRIOR TO KNOWN LOSS.	ALL PROJECTS
PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S), PRIOR TO LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: ZAGLB9255700

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2023 Policy No. ZAWCI9995400 Endorsement No.
InsuredOBSIDIAN GROUP HOLDINGS, LLC Premium

Insurance Company ARCH INSURANCE CO Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.	ALL JOBS UNDER CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-23 Policy No. **ZAWCI9995400** Endorsement No.

Insured OBSIDIAN GROUP HOLDINGS, LLC Premium $ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE:

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From the WCIRB's California Workers' Compensation Insurance Forms Manual © 1999.

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: 170

Corporate/Business Entity Name:	NOVA Geotechnical and Inspection Services LLC	
(Include d.b.a., if applicable)	dba Universal Engineering Sciences	
Street Address:	4480 West Hacienda Ave. Suite	**Website:** www.teamues.com
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name: James Bristow** **Email: jbristow@teamues.com**
Telephone No:	702-873-3478	**Fax No:**
Nevada Local Street Address: **(If different from above)**	4480 W. Hacienda Avenue, Suite 104	**Website:** www.teamues.com
City, State and Zip Code:	Las Vegas, NV 89118	**Local Fax No:** 702-873-2199
Local Telephone No:	702-873-3478	**Local POC Name:** James Bristow **Email:** jbristow@teamues.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)
Obsidian Group Holdings, Inc.		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	James Bristow Print Name
Managing Partner Title	2-1-2023 Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Master License Services Agreement, Order Form and BAA with WellSky Corporation**	**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 Agreements with WellSky Corporation for blood bank software; 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: 3000707000
Funded Pgm/Grant: N/A
Description: Subscription to WellSky Transfusion for blood bank software subscription
Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital
NRS 332.115 (1)(g) – Hardware
NRS 332.115(1)(h)– Software
Term: 5 years from the Effective Date
Amount: NTE $1,899,729.00
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Master License Services Agreement and Order Form ("Agreements") with WellSky Corporation ("WellSky") to subscribe to WellSky Transfusion Suite Site License, WellSky Transfusion Analytics, and WellSky Transfusion Concurrent User Licenses for blood bank software solutions. These solutions will provide better integration between clinical areas and the laboratory to improve effective communication, eliminate duplicate tests, and increase visibility into testing progress. WellSky will replace UMC's current blood bank software to remain compliant with the current FDA guidelines. Staff also requests authorization for the Hospital CEO to execute related amendments that are within his delegation of authority.

UMC will compensate WellSky a not-to-exceed amount of $1,899,729.00 for five (5) years from the Effective Date.

UMC's Pathology Director has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
February 22, 2023

Agenda Item #
13

WellSky Corporation is currently in the process of obtaining a Clark County business license.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

WellSky® Transfusion
ORDER FORM

This Order Form ("**Order**") is dated as of _____ ("**Effective Date**") between **WellSky Corporation** (f/k/a Mediware Information Systems, Inc.), with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") and **University Medical Center of Southern Nevada** with offices at 1800 W. Charleston Blvd. Las Vegas, NV 89102 ("**Client**"), for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated _____ ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

- Attachment 1 – Scope of Use, Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services
- Attachment 5 – Hosting Services
  - Exhibit I – Hosting Services Service Level Agreement
- Attachment 6 – Client Travel Reimbursement Policy

Any questions or changes to this Order, please contact Melis Akiz at (913) 636-5470.

Ordering Procedure:

WellSky is only able to accept wet signatures or verified electronic signatures with a date/time stamp. WellSky is not able to accept type-script font as an audit approved signature.

Please email or fax this signed Order to WellSky's Corporate Contracts Department and/or your WellSky Account Executive as follows:

LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

Melis Akiz
Melis.Akiz@wellsky.com

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA:		**WELLSKY CORPORATION:**
Signature:		Signature:
Name:		Name: Aaron Winkelmann
Title:		Title: VP & GM Blood & Biotherapies
Date:		Date:

ORDER FORM
ATTACHMENT 2
PRICING

1. Scope of Use. The Licensed Software, Cloud Services, and/or Third-Party Solutions are subject to the following maximum scope of use limits:

Type of Product	Description	Maximum Scope	Metric Definition
Subscription	WellSky Transfusion Suite Site License	1	***Site*** means a Client facility that is owned or operated 50% or more by Client.
Subscription	WellSky Transfusion Analytics	1	***Site*** means a Client facility that is owned or operated 50% or more by Client.
Subscription	WellSky Transfusion Concurrent User Licenses	4	***Users*** means the total number of concurrent end users using the Licensed Software or Cloud Service at any time.

In the event Client's scope of use exceeds those amounts set forth in the table above, Client shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement.

2. Sites.

University Medical Center of Southern Nevada
1800 W Charleston Blvd.
Las Vegas, NV 89102

3. Term.

a. Hosted Licensed Software Subscription Term: Hosted Licensed Software Subscriptions are provided for an initial five (5) year term, beginning on the Effective Date of this Order (the "**Initial Hosted Licensed Software Subscriptions Term**").

b. Annual Recurring Professional Services Term: The Annual Recurring Professional Services are provided for an initial five (5) year term, beginning on the Effective Date of this Order (the "**Initial Term**").

4. Payment Terms. All fees due under this Order shall be paid as follows:

a. Hosted Licensed Software Subscription: Licensee shall be invoiced 100% of the Hosted Licensed Software Subscription fees beginning on the Effective Date and annually thereafter.

b. Hardware: Client shall be invoiced 100% of the total Hardware fees on the Effective Date.

c. Professional Services: Client shall be invoiced the fixed fee/ fixed scope professional services fees as follows:

1. $ of the total Professional Services fees shall be invoiced on the Effective Date of this Order.

2. $ of the total Professional Services fees shall be invoiced one-hundred-twenty (120) days following the Effective Date of this Order.

3. $ of the total Professional Services fees shall be invoiced earlier of First Productive Use of the Licensed Software or two-hundred-seventy (270) days following the Effective Date of this Order.

4. $ of the total fixed fee Professional Services fees shall be invoiced two (2) years following the Effective Date of this Order (First Upgrade Services).

5. of the total fixed fee Professional Services fees shall be invoiced four (4) years following the Effective Date of this Order (Second Upgrade Services).

d. Annual Recurring Professional Services: Client shall be invoiced 100% of the Annual Recurring Professional Services fees beginning on the Effective Date and annually thereafter.

e. Shipping & Handling Fees: Shipping and handling fees for peripheral hardware are not included in this pricing. Those fees shall be billed as incurred to the Client.

f. Travel Expenses: Estimated customary travel expenses for the on-site implementation services in scope are outlined in the Investment Detail based on three (3) trips to the Client facility not to exceed 15 working days on-site. The actual travel expenses shall be billed as incurred to the Client in line with the Travel Reimbursement Policy in Attachment 6.

g. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order as set forth in the Agreement.

Please provide your accounts payable or billing contact information.

Name:
Title:
E-mail: Accountspayable@umcsn.com
Phone:

Please check one of the boxes below regarding your sales tax status:

[x] Exempt

[ ] Non-Exempt

If "Exempt" is checked above; Client is required to provide the appropriate certificate to WellSky upon Execution of this Order. Failure to provide could result in sales tax charges.

ORDER FORM
ATTACHMENT 2
PRICING

INVESTMENT DETAIL

Qty /	Component	Each	Price
Initial Annual Hosted Licensed Software Subscription			
	Transfusion Web-based Access Module Solution:		
1	Transfusion - Suite (Includes initial Site License)		
1	Transfusion Hosting Services for up to 10 Concurrent Users		
4	Transfusion Concurrent User Licenses		
1	Intelligent Integration (1 instance of standard interfaces and HL7 & Instrument Interface Validation Scripts)		
1	WellSky Transfusion Intelligent Integration to BloodTrack OnDemand Interface		
1	Bio-Rad IH-500 Instrument Interface		
1	Bio-Rad IH-24 Reader Instrument Interface		
1	Transfusion Analytics - First Site/Database		
	Third-Party Solutions		
1	Digi-Trax HemaTrax Unity (HT-UNITY) - TCP/IP Integrated		
1	Digi-Trax HemaTrax Unity (HT-UNITY-SA) - Standalone/Downtime		
1	Rhapsody Integration Engine >100 beds		
Total Initial Annual Hosted Licensed Software Subscription			**$**
Fixed Fee Professional Services			
1	Implementation Services		$
1	System Build and Configuration Resource		$
1	Mid-project Technical		$
1	Transfusion Validation Services		$
1	System Administration Training		$
1	Application Configuration Training		$
1	Data Conversion - Extract Services (SafeTrace Only)		$
1	Data Conversion - Import Services (SafeTrace Only)		$
1	MRN Conversion Services		$
1	Transfusion Slip Customization		$
1	Transfusion Analytics Implementation, Configuration & Training		$
1	End User Training Execution		$
1	End User Training Curriculum Development		$
Subtotal Fixed Fee Professional Services			**$**
	Allowance valid until:	**2/28/2023**	**$**
Total Fixed Fee Professional Services			**$**

ORDER FORM
ATTACHMENT 2
PRICING

Professional Services for Two Upgrades				
	First Upgrade Services			
1	First Transfusion Upgrade with Validation & Analytics Upgrade Services			$
		Allowance valid until:	**2/28/2023**	**$**
	Total First Upgrade Services			$
	Second Upgrade Services			
1	Second Transfusion Upgrade with Validation & Analytics Upgrade Services			$
		Allowance valid until:	**2/28/2023**	**$**
	Total Second Upgrade Services			$
Total Professional Services for Two Upgrades				**$**
Annual Recurring Professional Services Subscription				
1	WellSky Training Center - Transfusion			$
Total Annual Recurring Professional Services Subscription				**$**
Hardware				
2	Digi-Trax Blood Bank Label Printer	$		$
1	Digi-Trax Standalone / Downtime Printer	$		$
4	Digi-Trax Code Reader Handheld Scanner CR1500 (Corded)	$		$
Shipping & Handling				Billed as Incurred
Total Hardware				**$**
Estimated Travel Expenses				
1	Estimated Travel Expenses - based on three trips up to 15 days on-site			$
Total Estimated Travel Expenses				**$**
TOTAL COST				**$ 1,023,089**

Prices Quoted herein are valid until: **February 28, 2023**

ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS

A. ADDITIONAL TERMS APPLICABLE TO THE WELLSKY TRANSFUSION LICENSED SOFTWARE.

1. The license granted in this Section A is conditioned on Client's Validation and use of the Licensed Software on the Designated Platform in conformance with the FDA Clearance and the terms and conditions of this Agreement. In addition, any Updates to Regulated Licensed Software must be installed and Validated on the Designated Platform within the earlier of six (6) months (180 days) or the compliance date mandated by the FDA, if the Update was made to maintain compliance with the FDA, and within twelve (12) months of their release for all other Updates. In addition to its other remedies, WellSky may suspend or terminate the license to Regulated Licensed Software upon written notice if Client fails to comply with the foregoing condition. Regulated Licensed Software may only be Validated by Certified Personnel.

2. Client shall fulfill all of its obligations under law with respect to Validation of such Regulated Licensed Software and Updates thereto. Client, not WellSky, is responsible for the control, management, testing, Validation, compliance, and supervision of Client's use of the System, notwithstanding any anticipation, assistance, or suggestions of WellSky personnel in the form of suggested/published validation procedures and/or verbal discussions regarding the System's capabilities, functions, performance, or validation. Client shall ensure that proper controls are in place to validate data, outcomes, and results obtained through its use. Client is also solely responsible for (a) the running of sufficient validation tests of the System in the configuration with the appropriate frequency, and under the conditions of the Client facilities, the System and Hardware to assume compliance with such validation requirements in terms of policy, protocol, assumptions, and expectations, (b) the adequacy of those requirements, and (c) compliance of Client's use of the System with Applicable Law including and applicable accreditation standards. In the event WellSky continues to provide Services to Client following Client's failure to comply with its obligation to Validate, as set forth in this Order, such Services shall be provided "AS IS" without warranty of any kind and shall be in addition to any Services WellSky is otherwise required to perform.

3. WellSky represents and warrants to Client that (a) the WellSky Transfusion Software has received 510(k) clearance from the Food and Drug Administration (FDA) as blood establishment computer software; and (b) for a period of six (6) months following the Effective Date of this Order, the Licensed Software will perform the functions set forth in the FDA Clearance in all material respects.

B. DATA CONVERSION. WellSky will export a flat file of data from Client's legacy blood management software system. WellSky will load the data provided by Client into the Licensed Software for the fees described in this Order. Because the data provided to WellSky by Client does not come from a WellSky software system, WellSky cannot be responsible for the integrity of the data being loaded into the Licensed Software. Further, Client not WellSky is responsible for ensuring that the data, as provided, includes the necessary data field for use with the Licensed Software.

Client acknowledges and understands that the data that it provides for use with the Licensed Software may not be free of error and the data may not be fully transferable to the Licensed Software as a result of coding failure, field and record limitations, etc. To the extent allowed by Nevada law, Client shall indemnify, defend and hold WellSky, its officers, employees and agents harmless from and against any all claims relating to Client's use of the data and data files or WellSky's provision of assistance services under this Section B.

WELLSKY'S LIABILITY FOR DAMAGES TO RECIPIENT OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS SECTION B, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED $10,000. IN NO EVENT WILL WELLSKY OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF WELLSKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST RECIPIENT.

ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES

WellSky Transfusion Statement of Work – Initial Implementation

1 Executive Summary

WellSky Professional Services ("WellSky") and the Client will work together to implement the WellSky Transfusion solution. WellSky's Professional Services team and Client team are responsible for the planning, solution design, installation, configuration, and testing of the proposed solutions as illustrated in this Statement of Work ("SOW").

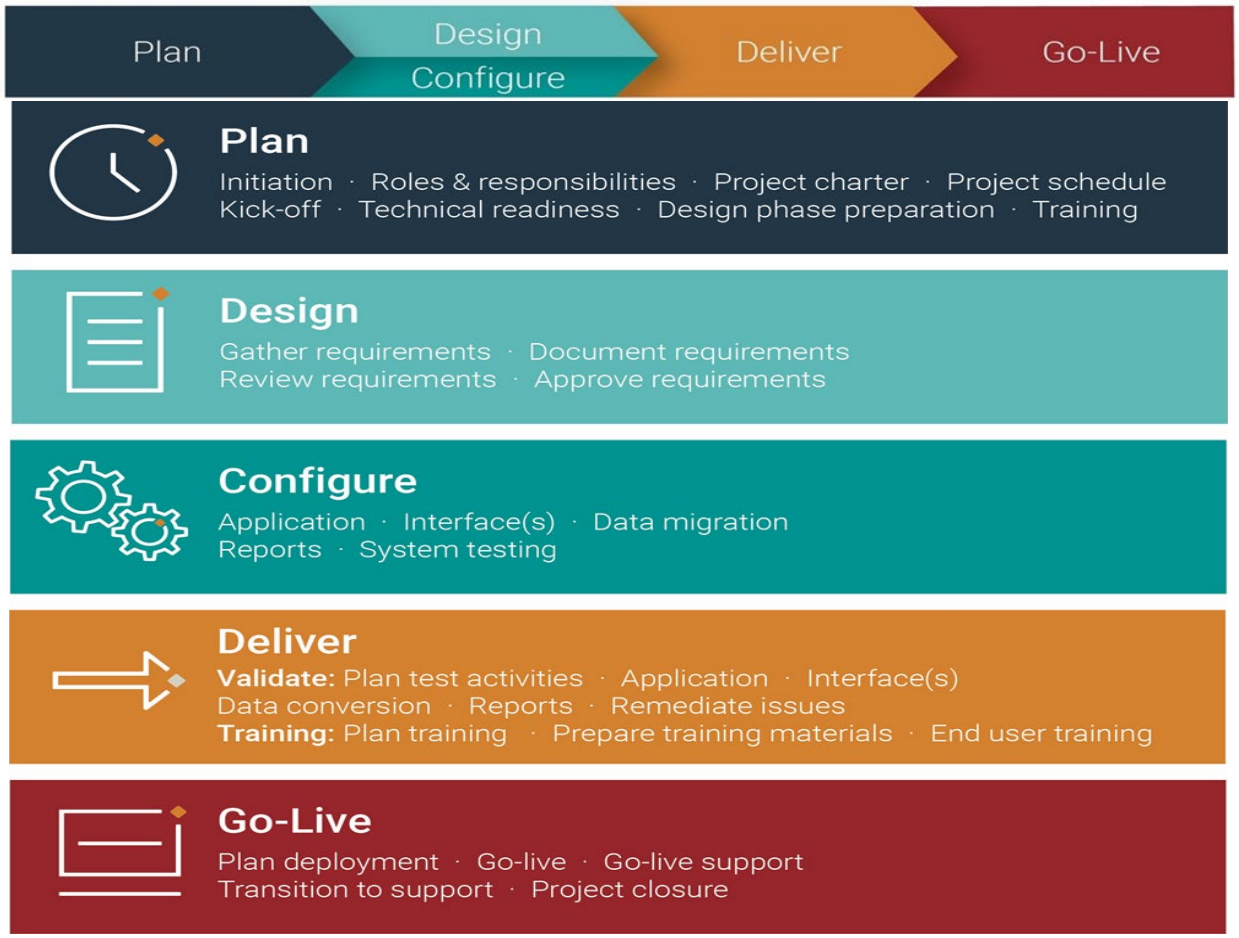
This SOW describes services to be performed for the following solutions in scope:

- To implement WellSky Transfusion and Transfusion Analytics at one (1) client facility.

1.1 Methodology

1.2 Project Methodology

- WellSky employs a proven project methodology that promotes and encourages Client education, empowerment, and ultimately product independence.
- Each phase of the project has been specifically designed to provide Clients with tools and resources not only necessary to support a successful implementation but to enable and empower Clients to support and expand their WellSky software solutions.
- Each project will consist of the following phases that will be used to benchmark implementation and project management activities through project completion.



2 WellSky Engagement Specifics

2.1 Engagement Overview

- 1 Facility
  - 1 client facility to be validated by WellSky for WellSky Transfusion
  - 1 client facility to implement WellSky Transfusion Analytics
- MTP Kitting Functionality
- Rapid Emergency Issue functionality
- 4 Transfusion Slips (There will be a standard format for all facilities; however, WellSky will adjust as necessary with facility-level information)
  - One cellular, one non-cellular, one derivative, and one downtime tag.
- 1 On-Site Application and Configuration training class (limit of 8 attendees in each class)
- 1 On-Site End User Training Execution (limit of 8 attendees in each class)
- 1 End User Training Curriculum Development Service
- 1 Remote System Administration Training
- 1 System Build and Configuration Resource
- 1 Intelligent Integration Interface to BloodTrack OnDemand

- WellSky Training Center Recurring Service – WellSky Transfusion
- 1 WellSky Transfusion Validation Services
- HL7 Interfaces
    - Inbound – Orders
    - Inbound – ADT's
    - Inbound - Results
    - Outbound – Results
    - Outbound – Billing
    - Inbound - Blood Product Transfusion Disposition (BTS)
    - Outbound - Blood Product Administration Module (BPAM)
    - Inbound - MFN (Physician)
- 2 Interfaced Instruments
    - 1 Bio-Rad IH-500 Instrument Interface
    - 1 Bio-Rad IH-24 Reader Instrument Interface
        - Instruments Antibody & Antigen Testing
- 1 Printer set up and configuration in 1 production and 1 non-production environment. Any additional printer set up or additional environments is considered out of scope.
- 1 Data migration extract services are included in scope for this project for Haemonetics SafeTrace.
    - WellSky defines a successful extract as 97% accuracy or greater.
- 1 Data migration import services are included in scope for this project for Haemonetics SafeTrace.
    - WellSky defines a successful import as 97% accuracy or greater of possible extracted data.
- Any prior / archived Cerner blood bank data is excluded from the scope of this project.

The scope of work includes the installation of 2 environments: a Test Environment and a Production Environment configured with Disaster Recovery. High Availability and Additional Environments will require a change order unless otherwise noted.

2.2 Engagement Assumptions

- After executing the Agreement, WellSky's assigned Project Manager will work with the Client to schedule the Client's overall implementation and training sessions.
- Common SOPs and overall system configuration parameters will be defined once at the main facility.
- Custom Programming including scripting and reporting is out of scope for this engagement unless otherwise noted.
- WellSky assumes this SOW covers the efforts required through the delivery of the solution. Once the solution has been delivered, the Services team will transition the client to Support at the completion of go-live support as outlined below. Any additional services beyond this time are not included in the scope and may require a change order form.
- WellSky will perform the validation tasks under the Client's purview and the services quoted include:
    - Validation Planning Activities
    - Validation Script Modifications

- Validation Script Executions
- Documentation of Observations found during Validation
- Includes Truth Table, Functional, and ABO Compatibility Matrix Validation at the first facility.
- Assumes:
  - 85% Standardization of SOPs
  - HL7, Instrument, and BloodTrack interface validation is not included.
  - Does not include data conversion validation.
  - Requires final Client review and sign-off of validation &documentation.
  - Remote access for the validation resources must be confirmed at least one (1) month prior to validation starting. If additional time is needed to confirm the connection, a scope change will be issued.

- Professional Services cancellation requests must be received ten (10) or more business days prior to any onsite engagement. Cancellation requests received nine (9) or fewer business days prior to any onsite meetings, will be charged for any travel cancellation fees.
- WellSky will work with the Client to deliver the services contained in this SOW within the timeframes of the mutually agreed upon Project Timeline identified during the Plan phase of the project. In the event that the Client is responsible for delays in project delivery, causing timeline extensions and/or extended durations of events within the agreed upon Project Timeline resulting in added services efforts or the Client is otherwise unable to begin the project within six (6) months of contract execution, additional services costs may be presented in the form of a scope change as this extends the level of effort contained within this SOW.
- Any additional Software and Services not outlined in the scope of work which are deemed necessary for Go Live may result in a change order to the project. The WellSky project manager will document these items in a formal Change Request Document and present to Client Stakeholders for approval prior to the delivery of the requested services.
- Customary travel and out-of-pocket expenses for the requested on-site implementation services are not included in the pricing. Actual travel and out-of-pocket expenses are invoiced to the Client separately, as they are incurred.
- The planned professional services to be delivered onsite are as follows:
  - Clinical Consultant: Application Configuration Training
  - Clinical Consultant: End User Training Execution
  - Clinical Consultant: Go-live / Post-Go-live Assistance

2.3 WellSky Responsibilities

WellSky Professional services will be responsible for the following:

- Managing the project's scope, schedule, and budget while providing regular updates to Client stakeholders as agreed to during the Plan phase of the project.
- Providing best practice solution recommendations.

- WellSky will provide remote professional services to build and configure the Transfusion solution under the Client's purview.
- Training the Client to enable system administration and use of the system.
- Notifying the Client of any unforeseen project delays or changes to the project schedule as soon as reasonably possible.
- WellSky is responsible for developing the End User Training Curriculum and administering the On-Site End User Training after Super User Training is completed.
- WellSky to load product codes prior to the beginning of validation.
- WellSky is responsible for providing server hardware, certificates, and sufficient permissions.
- WellSky to provide Transfusion Validation Services.

2.4 Client Responsibilities

The Client will be responsible for the following:

- Client will assign a Project Manager to coordinate implementation and related activities (including across sites) and to act as a central point of contact with WellSky.
- With signed BAA, the Client will allow the WellSky team to use SecureLink for remote connectivity to the system or work with the WellSky team to provide equivalent access that is equally accessible as SecureLink. If additional time is needed to access the environment, it could result in a change order.
- The Client and WellSky should have addressed any remote connection or security and privacy concerns as outlined in the signed agreement and BAA. WellSky employees are not authorized to sign any additional forms or contractual agreements on behalf of WellSky, nor should they have obligations separate from their employment with WellSky and directly with the Client. To the extent, there are specific provisions that the client believes have not been reasonably addressed in the signed agreement and the BAA we can work to reach mutually agreeable terms to be executed between WellSky and the Client (not the individual employees).
- Client is responsible for maintaining product codes following go live unless contracted with WellSky to maintain.
- Client is responsible for providing applicable resources to complete tasks assigned.
- Client will provide approval of data migration at least 30 days prior to scheduled go-live.
- Client will provide approval of validation at least 30 days prior to scheduled go-live.
- Client is responsible to note any potential known risks to the project (such as an EHR/LIS upgrade or AABB inspection) that could result in the disruption of the project schedule.

2.5 Resources

2.6 WellSky Team

WellSky will field a team of industry experts, technical experts, and leadership resources to ensure the overall success of the engagement. Below is a list and short description of the team that will be involved over the duration of the WellSky project as scoped in this SOW (some roles are optional depending on purchase)

(1) Executive Sponsor of Project

(1) Project Manager

- Ownership over the rollout and solution key steps
- Management over key project resourcing and efforts
- Project schedule and escalations

(1) Team Technical Lead

- Deploy Base Software
- Configure Application, Database, and Report Servers as defined in SOW
- Administer Security & Certificates

(1) Team Interface Lead

- Integration Software Install
- Configure Interfaces
- Provide QA and Testing

(1) Data Migration Technical Lead

- Data Extracts
- Data Imports
- Q&A and Report issues identified in import

(1) Analytics Lead

- Deploy Upgraded Software
- Configure Application
- Provide QA, Testing, and Go-live Support

(1) Clinical Consultant

- Licensed Clinical SME
- Onsite training coordination and execution
- Project coordination, configuration, and questions
- Testing & Go-live Support

(Multiple) Validation Resources

- Clinical SME

- Modifies validation scripts to meet the client's workflow
- Executes validation scripts
- Maintains issue list throughout the validation

2.7 Client Team

The Client will assign key personnel to adequately staff the project and ensure overall success. WellSky estimates that the below resources will be needed as part of this engagement to cover key tasks during the project:

(1) Executive Sponsor
- Key stakeholder for Client's operations
- Serves as key decision maker for Client

(1) Project Manager
- Ownership over Client tasks within the Implementation Plan
- Management over Client resourcing and decisions
- Project schedule and escalations

(1) Subject Matter Experts (Conversion Data)
- Provide insight and detail around data to be converted over to the WellSky system
- Provide cleansing and review on data prior to import of data to be imported

(1) Subject Matter Experts (Clinical & Process)
- Provide expertise around current process and content
- Review core processes and content in the system, test, build, configuration, and validation
- Approve completeness of the system prior to Go Live

(1) Client Administrator
- Own system functionality and maintenance post Go Live
- Provide the first line of technical support and triage post Go Live
- Serve as the key technical interface into the WellSky support service

3 Training and Documentation

3.1 Training

The WellSky Implementation Methodology reinforces user independence for testing, training, and support of implemented solutions. The WellSky Professional Services team will conduct the following training throughout the delivery of the project.

3.1.1 Super User Application Training

- WellSky will provide one (1) set of Super User Application Training. WellSky Transfusion Application training is four (4) days for up to eight (8) attendees performed either at the WellSky Headquarters in Overland Park, Kansas, or the Client's facility. All travel will be in compliance of Client travel policy attached hereto as Attachment 6.

- The training will be focused on increasing the Client's skills in the following areas: including the Inventory Module, Patient Specimen Module, Testing Module, Products and Derivatives, Emergency Release, Inventory Management, Registration Edits & Merges, Inventory Exception Manager, Quality Assurance, Reports, and the Automated Patient Backup Card (APBC).

3.1.2 Super User Configuration Training

- WellSky will provide one (1) set of Super User Configuration Training. WellSky Transfusion Configuration training is one (1) day for up to eight (8) attendees performed either at the WellSky Headquarters in Overland Park, Kansas, or the Client's facility.

- The training will be focused on increasing the Client's skills in the following areas: Facility Control Table, user build, interface table build/review and test family configuration.

3.1.3 System Administration Training

- WellSky will provide one (1) set of System Administration Training. WellSky Transfusion System Administration training is four (4) hours for up to eight (8) attendees and is performed remotely.

- The training will be focused on increasing the Client's skills in the following areas: Up to a half day of training on general system administration (e.g., creating users, printers, interface troubleshooting, maintenance, etc.).

3.1.4 Report Writing Training

- WellSky will provide one (1) set of Report Writing Training. WellSky Transfusion Report Writing training is four (4) hours for up to four (4) attendees and is performed remotely.

3.1.5. End User Training Curriculum Development

- WellSky will create end-user training materials to assist in end-user training based on client configuration and processes. Areas can include a predetermined set of topics including the following: System Overview, Patient Module, Registry, Active Patient, Active Patient Orders, All Patient Orders, Product Fulfillment, Specimen Module, Test Module, Active Test Tab, Test Family, QC Testing, Patient/Blood Product Testing, Inventory Module, Active Derivatives, Active Reagents, Active Blood Products, All Inventory Search, Product Processes, Blood Product History Tab, Inventory Management, Quality Assurance Module, Reports Module, and APBC.

3.1.6 End-User Training Execution

- WellSky will provide (2) days of on-site End-User Training. WellSky Transfusion End-User Training is two (2) days for up to eight (8) attendees performed at the Client's facility. All travel will be in compliance of Client travel policy attached hereto as Attachment 6.

- The training will focus on introducing the end-users to WellSky Transfusion and a predetermined set of topics including the following: System Overview, Patient Module, Registry, Active Patient, Active

  Patient Orders, All Patient Orders, Product Fulfillment, Specimen Module, Test Module, Active Test Tab, Test Family, QC Testing, Patient/Blood Product Testing, Inventory Module, Active Derivatives, Active Reagents, Active Blood Products, All Inventory Search, Product Processes, Blood Product History Tab, Inventory Management, Quality Assurance Module, Reports Module, and APBC.

3.2 Documentation

- Standard User Documentation will be provided electronically with corresponding WellSky Software.
- WellSky will provide end-user training documentation. Additional services for custom documentation may be quoted per solutions during the project and will be presented to the Client in the form of a scope change.

4 Testing and Support

4.1 Validation Testing

- WellSky will provide support for Validation Testing Support for questions that arise during validation testing, e.g.
- Additional support of Validation Testing implies additional services and is not included within the scope of the Solution.

4.2 Go-Live Support (GLS)

- WellSky will provide one (1) set of Go-Live Support at a single location as needed, not to exceed two (2) business days remotely, for the Project Manager, Technical Consultant, and Interface Consultant resources. The Clinical Consultant will be on-site not to exceed five (5) days providing Go-Live and Post-Go-Live Support. All travel will be in compliance of Client travel policy attached hereto as Attachment 6.
- Additional GLS implies additional Professional Services and is not included within the scope of this Solution.
- GLS activities include technical knowledge transfer post-Go-Live and problem resolution.
- A single Go-Live will be supported. Multiple, phased Go-Lives imply additional Professional Services and are not included within the scope of this Solution.
- GLS activities are defined and documented prior to the start of solution delivery.
- GLS must be scheduled to start within (30) days of the completion of Validation testing.
- WellSky requires that the Client provide a comprehensive GLS Plan that will be shared with all departments and support staff that will be involved in each solution Go-Live. This plan will identify the appropriate Client channels for issue resolution or escalation. The client will provide the first levels of GLS to encourage solution independence and knowledge, but issue escalation paths will include WellSky resources.

4.3 Environment Specifics

The WellSky Solutions outlined in the SOW deployed in the environments stated below. Integration between WellSky Solutions and other applications will be dependent on the availability of these environments.

- Up to one (1) Production Environment configured with Disaster Recovery
- Up to one (1) Training (non-production) Environment

5 Assumptions on Data Extraction

Data will be extracted as follows:

- Extract Source 1: Haemonetics SafeTrace
- Total Licensed Beds: 550
- WellSky will provide services to extract a predetermined set of blood bank data deemed to be clinically significant from the Client's legacy Haemonetics SafeTrace system. Data will be extracted from the legacy database and modified per the specs needed by WellSky to migrate into WellSky Transfusion.
- Scope excludes any prior / archive system data. i.e., Cerner, etc.
- Client shall be responsible for providing direct access to production data for WellSky resources.
- Client shall be responsible for providing information on the Master Patient Index.
- WellSky will provide recommendations for mapping the fields to the WellSky import specification based on prior experience.
- Client is responsible for reviewing the recommendations and identifying any adjustments needed based on the client's specific configuration and processes.
- Client is responsible for providing a crosswalk for the historical MRN with a new MRN as part of the initial data migration process.
- WellSky to perform MRN conversion as part of the implementation process with the above file if needed.
- The data extract fees quoted are for a single final go-live extract from the legacy source unless otherwise noted.

5.1 Data Extraction Field Level Details

The chart below describes the fields that will be pulled during a data extraction.

Core Data Files		Supporting Files	
Text File	**Contents**	**Text File**	**Contents**

PTNT	Patient Demographics, Incl. ABO, Rh, ABSC
PAT_INST	Patient Antibodies, Antigens, Instructions
PTNT_CMT	Patient Comments

FCLTY_CD	Facility Code

Core Data Files	
Text File	**Contents**
UNIT	Units (Req'd for Transfusion History)
UNIT_CMT	Unit Comments
SPEC_ATR	Unit Special Attributes

Supporting Files	
Text File	**Contents**
PROD_CD	Product Codes
SRC_CD	Unit Source Codes

	DATA FILES	
	Text File Name	**Contents**
PATIENT	**PTNT.txt**	Patient Demographics: IPN*, MRN, Name, Sex, DOB, ABO/Rh, ABSC_REC, etc.
	PTNT_INSTR.txt	Patient ANTIBODIES, ANTIGENS & Special Patient INSTRUCTIONS
	PTNT_CMT.txt	Unlimited Free Text Patient Comments

UNIT	**UNIT.txt**	UNIT "Demographics": IUN*, UNIT# (aka Donation ID), Product Code, ABO/Rh, Disposition
	UNIT_CMT.txt	Unlimited Free Text UNIT Comments
	SPEC_ATTR.txt	UNIT "Markers" (CMV-, IRR, etc.) and Antigens

SUPPORTING FILES
Contents
Facility Code(s)
Unit Product Codes, Descriptions, WellSky Transfusion Product GROUP, etc.
Cross-reference mapping between: Legacy Product **CODES** and Transfusion Product **GROUPS** Legacy Patient **ANTIBODY** Codes > Transfusion Patient **ANTIBODY** Codes Legacy Patient **ANTIGEN** Codes > Transfusion Patient **ANTIGEN** Codes Legacy Patient **Instructions** > Transfusion Patient **Special Instructions**

6 Project Assumptions

The below assumptions relate to all solutions included in this SOW and will be of particular interest to business process owners and the Client's project team.

6.1 Assumptions regarding project delivery

- Any work included in scope will be scheduled after this Statement of Work is fully executed.
- Changes to the scope or assumptions defined in this document may affect the cost. If changes are required, they will be presented to the Client in the form of a Change Order.
- Any additional work needed due to scope changes, new requirements, or additional requests, if agreed to by WellSky, will be quoted and a signature on a new Order Form document will be required before proceeding with the work.
- Software and services not outlined above which are necessary to satisfy business requirements not yet discovered are excluded from the scope.

6.2 Assumptions regarding project methodology

- WellSky Project Manager will be responsible for creating a Project Schedule during the planning phase, outlining the schedule for specific events and milestones of the project. The Project Schedule will include tentative dates for delivery and go live.
- WellSky will document meeting minutes and identify outstanding issues and/or decisions.
- Once the client has approved the requirements, all subsequent changes or additions to the scope mutually agreed upon will be addressed through a change request, and the effect of these changes on the agreed schedule will need to be evaluated
- The standard project estimate presupposes that project status meetings will be conducted no more frequently than every week. Additional hours will be added to the project if more frequent status meetings are requested.
- During the plan phase of the project, the WellSky Project Manager will work with the Client to identify specific requirements that will determine successful project completion and closure.
- Upon successful deployment and completion of agreed-upon milestones, the WellSky Professional Services team will transition the Client and the solution to the WellSky Support Services team within two (2) days of go live.
- The scope defined in this SOW assumes that WellSky adheres to its standard project methodology and that all project management artifacts are assumed to follow WellSky's standards. It is understood that deviation from these standards upon request from the Client may result in an adjustment of the estimated level of effort.

7 WellSky Training Center

7.1 Engagement Overview

- WellSky Training Services will engage with the Client to coordinate access to the Training Center and learning modules for WellSky Transfusion.

7.2 Training Center Description

- The Training Center provides WellSky clients with a training experience that guides them through a true learning plan.
- The Training Center contains self-paced courses organized to deliver material in an optimized order, complete with motivations and assessments along to way to keep our users positively engaged. The WellSky Training Center Course Catalog will expand as continuing education topics are identified and developed.
- Course material includes, but is not limited to:
    i. Video instruction
    ii. Training documentation
    iii. Assessments
- Select reports are available to client administrators for the purpose of managing the progress of users in the learning process.

7.3 Training Center Deployment

WellSky will work with the Client to provide the necessary services as a part of this engagement. The services shall be subject to the following:

- Pricing of the Training Center is based upon up to thirty (30) named users.
- Up to a total number of named users with log in credentials for the Client may not exceed the contracted amount thirty (30).
- The total number of naming transactions per year may not exceed the contracted amount of named users thirty (30).
- Named user identification is managed in two (2) stages, first the Initial Identification process, followed by the Ongoing Identification process.
    - Initial Identification of Named Users – A Training Center resource will coordinate with an identified Client representative to determine a list of users that will receive login credentials.
    - Ongoing Identification of Named Users – The client representative will provide user information for a named user by submitting a Training Services provided online form. A Training Center resource will process the requested form within two (2) business days.
- Course assignment is completed at the time of user identification or can be altered for an existing user by submitting an online form provided by Training Services.
- Course and User management will not be transacted outside of the standard process.

7.4 Training Center Refresh

- WellSky Training Services will perform an annual review and refresh of all courses on an annual basis, at minimum.
- Specific course components may receive periodic updates, as needed.
- Named user counts have been refreshed annually.

7.5 Engagement Assumptions

These assumptions are specific to the WellSky Training Services engagement and express WellSky's understanding of the scope of work to be performed.

- WellSky assumes that any change requested by the Client for additional requirements of services shall be estimated and itemized in a Change Request that will identify the incremental cost for additional services requested.
- WellSky assumes that all services shall be provided remotely.
- WellSky assumes that software and services not outlined above which are necessary to satisfy business requirements not yet discovered or outside the functionality or capabilities of the currently installed software are excluded from the scope. Additional such services may be represented in the form of a Change Request.
- Access to the WellSky Training Center is not limited to a business hours schedule.
- No custom-created content is included in the scope.
- Training Center content is for registered users only, sharing of this content in any way is prohibited.
- Training Center content for additional WellSky solutions or products is not included in the scope. WellSky assumes that any direct services and support within the scope of this SOW are to be performed Monday through Friday during standard business hours unless otherwise stated in this SOW. Standard business hours are defined as 8:00am – 5:00pm local time excluding weekends and observed National Holidays.

7.6 Responsibilities

WellSky Responsibilities:

- Provide initial set up of named users.
- Provide regular updates to Training Center courses.
- Manage named user counts on a yearly basis.

Client Responsibilities:

- Provide appropriate resources to engage in role identification and course assignment process.
- Manage staff's Training Center's utilization via reporting.

8 Change Management

8.1 Changes to the SOW

- Either party may elect to submit written change requests to the other party proposing changes to the SOW. All changes to the requirements and SOW will be made using agreed-to project change control procedures.

8.2 Change Order Procedure

If either of the parties wishes to alter the approved design document or this SOW, the person who request the change (the "Originator") will forward to the other party (the "Recipient") a change order, which will include the following:

1. Project identification
2. Originator's name and title
3. The date of the change order
4. Priority level of the request as either Priority 1 (Urgent) or Priority 2 (Ordinary)
5. A description of the proposed change
6. The reason for the proposed change
7. A description of the proposed change's impact on the project's scope, schedule, and/or budget.

ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES

WellSky Transfusion – Two (2) Upgrades in Five (5) Years Statement of Work

1 Executive Summary

WellSky Professional Services ("WellSky") and Client will work together to implement the WellSky Transfusion solution. WellSky's Professional Services team and Client team are responsible for the planning, solution design, installation, configuration, and testing of the proposed solutions as illustrated in this Statement of Work ("SOW").
This SOW describes upgrade services to be performed for the following solutions in scope:

- Two (2) WellSky Transfusion and Transfusion Analytics Upgrade Service over five (5) years including Transfusion Upgrade Validation Assistance

2 Methodology

2.1 Project Methodology

- WellSky employs a proven project methodology which promotes and encourages Client education, empowerment, and ultimately product independence.
- Each phase of the project has been specifically designed to provide Clients with tools and resources not only necessary to support a successful implementation, but to enable and empower Clients to support and expand their WellSky software solutions.
- Each project will consist of the following phases that will be used to benchmark implementation and project management activities through project completion.



3 WellSky Engagement Specifics

3.1 Engagement Overview

- 1 site upgrading WellSky Transfusion, Intelligent Integration, APBC, and Transfusion Analytics to one of the latest GA'd version
    - 1 site to be validated by WellSky
- Up to 4 Transfusion Slips will be updated to include any new functionality
    - One cellular, one non-cellular, one derivative, and one downtime tags
- Review a limited select set of new features available with the first upgrade
- Review of new features available with additional upgrades in scope post-first upgrade
    - Changes to the Test Families, Truth Tables, and ABORH Matrix are not included as part of this upgrade unless otherwise noted.
- Reporting
    - Upgrades to custom reports are excluded from scope unless otherwise indicated.

Scope of upgrade includes the upgrade of two (2) environments: a Test Environment and a Production Environment configured with Disaster Recovery. High Availability and Additional Environments will require a change order unless otherwise noted.

3.2 Engagement Assumptions

- After executing the Agreement, WellSky's assigned Project Manager will work with Client to schedule Client's overall implementation.
- WellSky to perform the upgrade on new servers.
- Custom Programming including scripting and reporting is out of scope for this engagement unless otherwise noted.
- WellSky Transfusion project assumes that the Client's applications with which WellSky Transfusion is integrating with are in production and not in a state of flux (ex. Application upgrades, System Migrations, etc.). Applications not available or in state of flux will be subject to Change Order to accommodate additional services work.
- Upgrade will include one upgrade during the implementation process. Multiple upgrades to different versions regardless of timeline are not in scope. If needed, a scope change will be issued.
- Any Solutions or Services not outlined above which are necessary to satisfy business requirements not yet discovered or outside the functionality or capabilities of the currently installed software are excluded from scope. Any services not explicitly identified in this SOW as Services in scope will be considered out of scope. Additional Services may be represented in the form of a Change Request.
- Services and Support within the scope of this document are to be performed Monday through Friday during standard business hours unless otherwise stated in this SOW. Standard business hours are defined as 8:00am – 5:00pm local time excluding weekends and observed Client Holidays.
- The Services provided under this SOW are independent to the software support and maintenance services ordered by Client which are provided by the WellSky Support Services Team.
- WellSky assumes this SOW covers the efforts required through delivery of the solution. Once the solution has been delivered, the Services team will transition the client back to Support at the

completion of go-live support as outlined in Section 7. Any additional services beyond this time are not included in the scope and may require a change order form.

- WellSky will perform the validation tasks under Client's purview and the services quoted include:
- Validation Planning Activities
- Validation Script Modifications
- Validation Script Executions
- Documentation of Observations found during Validation
- Includes: Truth Table and Functional Validation at the first facility. Each additional facility includes only Truth Table and Functional differences validation. ABO Compatibility Matrix is excluded from scope.
- Assumes:
- 85% Standardization of SOPs
- HL7, Instrument, and BloodTrack interface validation is not included.
- Does not include data conversion validation.
- Requires final Client review and sign-off of validation &documentation.
- Professional Services cancellation requests must be received ten (10) or more business days prior to any onsite engagement. Cancellation requests received nine (9) or fewer business days prior to any onsite meetings, will be charged for any travel cancellation fees.
- WellSky will work with Client to deliver the services contained in this SOW within the timeframes of the mutually agreed upon Project Timeline identified during the Plan phase of the project. In the event that Client is responsible for delays in project delivery, causing timeline extensions and/or extended durations of events within the agreed upon Project Timeline resulting in added services efforts or the Client is otherwise unable to begin the project within six (6) months of contract execution, additional services costs may be presented in the form of a scope change as this extends the level of effort contained within this SOW. Services do not include an upgrade after initial installation of software unless otherwise outlined in scope. Any requested upgrades would require a change in scope.
- All services outlined in this SOW must be completed within five (5) years of the initial contract execution date.
- Any additional Software and Services not outlined in the scope of work that are deemed necessary for Go Live may result in a change order to the project.

3.3 WellSky Responsibilities

WellSky Professional services will be responsible for the following:

- Managing the project's scope, schedule, and budget while providing regular updates to Client stakeholders as agreed to during the Plan phase of the project.

- Providing best practice solution recommendations.
- Working with Client to assist them while they configure the WellSky Transfusion solution.
- Notifying Client of any unforeseen project delays or changes to the project schedule as soon as reasonably possible.
- To first perform the upgrade of the WellSky Solution in the new Production environment from a copy of Production. Go Live will consist of upgrading the Database in the new Production environment as defined in the engagement.
- WellSky to provide Transfusion Upgrade Validation Services.

3.4 Client Responsibilities

The Client will be responsible for the following:

- Client is responsible for confirming the SOW meets project expectations.
- Client is responsible for communicating all timeline restrictions, deadlines, resource constraints, and other requirements to the project schedule.
- Client will assign a Project Manager to coordinate implementation and related activities (including across sites) and to act as a central point of contact with WellSky.
- Client will allow the WellSky team to use SecureLink for remote connectivity to the system or work with the WellSky team to provide equivalent access that is equally accessible as SecureLink. If additional time is needed to access the environment, it could result in a change order.
- Client is responsible for providing applicable resources to complete tasks assigned.
- Client is responsible for providing all users logging into the solution with AD/LDAP network accounts and require the users to actively log into workstations with those accounts to maintain password policies.
- Client will provide approval of validation at least 30 days prior to scheduled go-live.
- Client is responsible to note any potential known risks to the project (such as an EHR/LIS upgrade or AABB inspection) that could result in the disruption of the project schedule.
- Client is responsible for proactively managing any outsourced resource(s). WellSky expects that any outsourced activity be transparent to the WellSky project manager.

4 Resources

4.1 WellSky Team

WellSky will field a team of industry experts, technical experts, and leadership resources to ensure the overall success of the engagement. Below is a list and brief description of the team that will be involved over the duration of the WellSky project as scoped in this SOW (some roles are optional depending on purchase).

(1) Executive Sponsor of Project

(1) Project Manager
- Ownership over the roll out and solution key steps
- Management over key project resourcing and efforts
- Project schedule and escalations

(1) Technical Lead
- Deploy Upgraded Software
- Configure Application, Database and Report Servers as defined in SOW
- Administer Security & Certificates

(1) Interface Lead
- Deploy Upgraded Interface Software
- Configure Interfaces
- Provide QA, Testing and Go-live Support

(1) Clinical Consultant
- Licensed Clinical SME
- Project coordination, configuration, and questions
- Testing & Go live Support

(Multiple) Validation Resources
- Clinical SME
- Modifies validation scripts to meet client's workflow
- Executes validation scripts
- Maintains issue list throughout validation

4.2 Client Team

The Client will assign key personnel to adequately staff the project and ensure overall success. WellSky estimates that the below resources will be needed as part of this engagement to cover key tasks during the project:

(1) Executive Sponsor
- Key stakeholder for Client's operations
- Serves as key decision maker for Client

(1) Project Manager
- Ownership over Client tasks within the Implementation Plan
- Management over Client resourcing and decisions
- Project schedule and escalations

(1) Subject Matter Experts (Clinical & Process)
- Provide expertise around current process and content
- Coordinate and lead Client build/configuration of the application
- Review core processes and content in system, test, and validation
- Approve completeness of system prior to Go Live

(1) Client Administrator
- Own system functionality and maintenance post Go Live
- Provide first line of technical support and triage post Go Live
- Serve as key technical interface into the WellSky support service

5 Training and Documentation

5.1 Training

- The Clinical Consultant will deliver up to four (4) hours demonstrating new functionality as applicable.

5.2 Documentation

- Training manuals are not provided during an upgrade process. Any training manuals needed would be considered out of scope and would need a change order.

6 Validation

6.1 Validation Testing

- WellSky will perform validation tasks under the Client's purview according to the services included below:
- Validation planning activities
- Validation script modifications
- Validation script executions
- Documentation of observations found during validation
- Up to six (16) hours of validation support are included in each of the two (2) upgrades.

6.2 Validation Testing Support

- WellSky will provide remote support for up to sixteen (16) hours of testing support.
- Sign off on validation by client is required at least (30) days prior to go-live.
- Validation testing activities are defined and documented prior to the start of solution delivery.
- Validation testing phase is performed and driven by WellSky.

7 Go-Live Support (GLS)

- Unless otherwise noted, per upgrade, WellSky will provide one (1) set of Go-Live Support as needed, not to exceed two (2) days remotely, for the Project Manager, Clinical Consultant, Technical Consultant, and Interface Consultant resources.
- WellSky requires that Client provide a comprehensive GLS Plan that will be shared with all departments and support staff that will be involved in each solution Go-Live. This plan will identify the appropriate Client channels for issue resolution or escalation. Client will provide the first levels of GLS to encourage solution independence and knowledge, but issue escalation paths will include WellSky resources.

8 Environment Specifics

The WellSky Solutions outlined in the SOW will be upgraded in the environments stated below. Integration between WellSky Solutions and other applications will be dependent on availability of these environments.

- Up to one (1) Production Environment configured with Disaster Recovery
- Up to one (1) Training (non-production) Environment

ORDER FORM
ATTACHMENT 5
HOSTING SERVICES

WellSky will provide the Hosting Services as set forth below. Hosting Services will be billed to Client according to the fee schedule detailed in Attachment 1.

Environment Hosting Services:

The pricing is based on a configuration which assumes the following:

- Maximum online Concurrent Users at any given time will not exceed:
  - WellSky Transfusion: Up to 10 Concurrent Users
  - Transfusion Analytics: 1 Facility / 1 Database

The following will be provided in conjunction with WellSky's hosting partner:

- Intel-based Server(s) based on the Designated Platform specifications
  - Configured for two (2) total environments: one (1) Test/Non-Production, and one (1) Production environment configured with disaster recovery
  - Fully redundant disk storage
- Networking
  - VPN access
  - Private network access will be provided
  - Firewall protection will be provided
- Hardware
  - Ongoing hardware maintenance
- Data Center Operation
  - Normal operation of the data center will be 24x7 uninterrupted service except for scheduled maintenance and emergency maintenance.
- System backups coordinated with WellSky hosting partner
- Software updates coordinated between WellSky and Client
- Client shall provide connectivity to WellSky.
- Client to set up VPN tunnel per technical specifications to allow interface messages, custom reports and label printing.
- For security reasons, WellSky does not provide direct access to the hosted environments for report writing but instead provides a best practice version of the Transfusion database to the client to be hosted locally for building new reports. The client's report writers will work with WellSky services and support to load report files into the validation environment for testing and then into production for Live use.

WellSky Hosting Services Not Included:

- Data Replication to Client data warehouse
- WellSky Licensed Software Upgrade Services

ORDER FORM
ATTACHMENT 5
HOSTING SERVICES
EXHIBIT I – SERVICE LEVEL AGREEMENT

This Exhibit I to the Hosting Services Attachment ("Hosting Services Exhibit") sets forth the terms and conditions that govern the Hosting Services (defined below) and the Licensed Software when hosted by WellSky. Any defined terms not otherwise defined below shall have the same meaning as set forth in the Agreement.

1. Definitions.

   a. "Access Protocols" means industry standard internet access protocols through which WellSky makes the Hosting Services accessible to Client which includes, unless otherwise specified by the product or service contract, HTTPS and FTPS.

   b. "Availability" means the time in which the Licensed Software is available for use during the Measurement Window, calculated as a percentage and determined as follows:

$$\text{Availability} = \frac{\text{(Total Annual Time – Unscheduled Downtime)}}{\text{Total Annual Time}} \times 100$$

   c. "Core System Functionality" means functionality that does require real time availability for effective use of Hosting Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations.

   d. "Disaster" means a catastrophic event (or series of events that are collectively catastrophic) not caused by WellSky that results in significant or potentially significant downtime or disruption of the production environment and requires WellSky to invoke its Disaster Recovery plan. WellSky has the sole and exclusive right to declare a disaster.

   e. "Disaster Recovery" means WellSky's process to restore Availability in the event that WellSky declares a disaster. WellSky has the sole and exclusive right to declare a disaster.

   f. "Error" means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.

   g. "Fix" means the repair or replacement of object or executable code within the Licensed Software to remedy an Error.

   h. "Live/Production Instance" means Client and/or product URLs and the associated technology environment that is provided as a part of the Hosting Service for accessing live data in the Licensed Software after the First Beneficial Use date and does not include any other instances that may be used for testing, training, development, staging or any other purpose.

   i. "Non-Core System Functionality" means functionality that does not require real time availability for effective use of the Hosting Services. This explicitly includes, but is not limited to, reporting and background batch processing.

   j. "Priority 1" is the most severe error and represents a situation where all features and functions of the Hosting Services are unavailable and no practical alternate mode of operation is available.

   k. "Priority 2" indicates a problem in which certain features and functionality of the Hosting Services are not available and no practical alternate mode of operation is available.

   l. "Priority 3" is the normal next-in-line priority assignment.

m. "RPO" means the Recovery Point Objective. This is the maximum amount of potential data loss in the event of a disaster.

n. "RTO" means the Recovery Time Objective. This is the period of time to restore services from the declaration by WellSky of a disaster.

o. "Scheduled Downtime" means the total amount of time during any annual term, measured in minutes, during which the Core System Functionality is unavailable for access to Client's active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.

p. "Service Hours" means 24 hours/day, 7 days/week.

q. "Support Call" means a telephone call or email notification from Client to WellSky in respect of a Priority 1, Priority 2, or Priority 3 Error.

r. "Support Reply Time" means the elapsed time during Service Hours between the receipt of a Support Call and the target time within which WellSky begins Support as verified by a verbal or email confirmation to Client.

s. "Total Annual Time" means all minutes in the relevant annual term.

t. "Unscheduled Downtime" means the total amount of time during the applicable annual term, measured in minutes during which the Core System Functionality is unavailable for access by Client's Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client's breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client's equipment or software with the Hosting Services or Licensed Software; (iv) poor or inadequate performance of Client's systems; (v) Client's equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors, or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client's network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement). In the event of a Disaster or Client's non-compliance with the Agreement, the Availability Service Standard (and any related fee reductions) shall not apply.

u. "Workaround" means a change in the procedures followed or data supplied by Client to avoid an Error without substantially impairing Client's use of the Software.

2. Order of Precedence. In the event of a conflict between this Hosting Services Exhibit and the terms and conditions of the Agreement, this Hosting Services Exhibit shall control as it relates to the Hosting Services or the Licensed Software when hosted by WellSky.

3. Services. WellSky shall host the Licensed Software ("Hosting Services") as set forth on this Hosting Services Exhibit.

4. Term. Hosting Services are available as of the effective date of the applicable Order Form(s) and shall continue until termination of the applicable Order Form ("Term").

5. Telephone Support. WellSky shall provide Licensed Software support portal access ("Support Portal") and telephone support to assist Client with the use of the Hosting Services and to assist with issue resolution during the term of the Hosting Services. The Portal Support and telephone support will be available 24

hours a day. For the avoidance of doubt and notwithstanding anything to the contrary in the Agreement, during the Term of Hosting Services, Support of the Licensed Software shall be in accordance with this Hosting Services Exhibit, and neither Exhibit A or B of the Agreement shall apply.

6. Updates. So long as Client remains current on Support, WellSky may make Updates available to Client pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of Updates. Any enhancements or additions made to an interface as requested by Client are not part of this Hosting Services Exhibit and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Update. Professional Services related to Updates are not included in the Hosting Services and are subject to a separate mutually agreed upon Order Form between the Parties.

7. Internet Connection Dependence. The performance and availability of the Hosting Services are directly dependent upon the quality of Client's Internet connection. WellSky will aid Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider ("ISP") selection. Failure of Client's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility and should be addressed by Client directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures, and as such, this Hosting Services Exhibit only applies to those components within the WellSky Hosting Services.

8. Availability Service Standard. Following First Productive Use, WellSky shall use commercially reasonable effort to provide the Hosting Services with annual Availability for the Live/Production Instance of the Hosting Services at 99.5% in an annual term.

9. Scheduled Downtime. Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with seventy-two (72) hours' notice, or in the event of a more urgent need, WellSky may give twelve (12) hours' notice or less to resolve an immediate security need. Depending on the immediacy of the Scheduled Downtime required, the down time may be rescheduled at the request of Client if reasonably possible. It is anticipated that there will be monthly Scheduled Downtime for system maintenance on Tuesday evenings to Wednesday mornings from approximately 10:00 p.m. to 1:00 a.m. in the applicable Arizona time zone.

10. Service Levels

    a. Support Services. WellSky will provide Hosting Services and Software Support to Client pursuant to the terms of this Hosting Services Exhibit, including the following procedures.

        i. WellSky Client Support Center. Client's Authorized Contact shall report Errors or problems with the Licensed Software to WellSky's Client Support center. WellSky shall assign an Error priority level to the request during Service Hours.

        ii. Support Call Logging. WellSky shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number, and with respect to Software Support, within the Support Reply Times.

        iii. Software Support Reply Times.

            1. Support for the Hosting Services is available during Service Hours with the following Support

Reply Times:

Error Priority	Support Reply Time
Priority 1	4 hours
Priority 2	Assigned to next available programmer
Priority 3	Normal, next in line priority assignment

iv. Hosting Service Response. Following acknowledgement by WellSky in response to a Support Call with respect to a Priority 1 or 2 Error, WellSky will apply continued and uninterrupted efforts to restore Client access to Hosting Services. Following acknowledgement of a Priority 3 Error, WellSky will incorporate any necessary changes with the next release of the Licensed Software, or provide a Fix or Workaround thereto, in its sole discretion.

b. Hosting Support Exclusions. If WellSky believes that a problem reported by Client may not be due to an Error in the Hosting Services, WellSky will promptly notify Client. Support does not include services requested as a result of, or with respect to, causes which are not attributable to WellSky or the Hosting Services ("Excluded Services"). Excluded Services will require prior written approval of the Parties and be billed to Client at WellSky's rates set forth on an applicable Order Form.

11. High Availability.
Minimum of N+1 for all local data center equipment, data connections &power with full nightly offsite back-ups.

12. Disaster Recovery.

Hot DR	
Objective	Metric
RPO	≤ 1 hours
RTO	≤ 2 hours

13. Measurement and Reports.

a. Monitoring and Measurement: WellSky will monitor Availability on an ongoing basis during the Term. Availability will be calculated on an annual basis for annual term during the Term upon request. This monitoring will be performed through a combination of monitoring services, these tools are intended to serve as initial alert to WellSky. WellSky will conduct a series of tests to confirm Availability if it is alerted to potential Unscheduled Downtime.

i. If an alerting mechanism reports that the Core System Functionality is unavailable and Client confirms the unavailability, then Unscheduled Downtime will be calculated as the time between when the initial notification or alert was received until WellSky confirms availability has been restored.

ii. If an alerting mechanism reports that the Core System Functionality is potentially unavailable, but WellSky's tests and assessments confirms that is available, then the alert of potential unavailability will be dismissed and excluded from the calculation of Unscheduled Downtime.

b. System Performance Reports: Client agrees that WellSky's monitoring and measurement method and standard Availability reports are the sole and exclusive methods of measuring Availability under this Hosting Services Exhibit. No other measure shall be accepted unless validated, and mutually agreed to in writing by both Parties before implementation.

14. Client Requirements.

a. Minimum System: The service standards set forth in this Hosting Services Exhibit assume that Client and its Permitted Users, agents, and service desk personnel, as applicable, meet and remain current with all minimum requirements relating to the Hosting Services. These minimum system requirements may vary over time due to Licensed Software Upgrades provided under this Hosting Services Exhibit and other factors. As these requirements change, WellSky will inform Client such that the Client can remain compliant with these requirements.

b. Additional Client Obligations: Except as otherwise agreed between the Parties in a separate written agreement, Client is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to its receipt and use of the Hosting Services; and (ii) correctly configuring Client's systems in accordance with the Access Protocols and minimum system requirements.

TRAVEL REIMBURSEMENT POLICY

ORDER FORM
ATTACHMENT 6
CLIENT TRAVEL REIMBURSEMENT POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs. Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by UMC.
- Personal Vehicle: UMC will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed $50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by UMC or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be midsize 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

WELLSKY CORPORATION
MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the "Agreement") is entered into as of _____, (the "Effective Date"), by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("WellSky"), and **University Medical Center of Southern Nevada**, a Nevada corporation with offices at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("Client"). Each of WellSky and Client may be referred to herein individually as a "Party" and together as the "Parties." The Parties agree as follows:

1. **DEFINITIONS**. Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.

2. **LICENSED SOFTWARE**.

2.1. Licensed Software. WellSky grants to Client (a) a perpetual, non-exclusive, non-transferable, license to use the Licensed Software; or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software during the term designated in the Order Form, on the Designated Platform solely for internal business purposes and subject to the terms of this Agreement and the applicable Order Form.

2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile, or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Client may make copies of Licensed Software as necessary for back-up, testing, and archival purposes only. Client shall approve access for all Permitted Users of the Licensed Software and Third-Party Solutions and shall prevent unauthorized access and use of the Licensed Software and Third-Party Solutions. Client may not use any component of the System to provide services to third parties as a service bureau or data processor.

2.3. Installation of Designated Platform. Client shall install all components of the Designated Platform required for operation of the Licensed Software and shall complete all necessary diagnostic tests to ensure such installation of the Designated Platform is complete and successful.

3. **SERVICES.**

3.1 Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Client (a) a non-exclusive, non-assignable, limited right to access and use the Cloud Services during the Term, solely for Client's internal business operations and subject to the terms of this Agreement and the applicable Order Form; and (b) Cloud Services support as set forth in Exhibit B or in the applicable Order Form. Exhibit B does not apply to Licensed Software. Client shall not have any physical access to the Cloud Services hardware.

3.2. Support Services. For Licensed Software, WellSky shall provide the Support Services as set forth in Exhibit C or in the applicable Order Form. Exhibit C does not apply to the Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.

3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky's standard rates.

3.4. Client Responsibilities. Client shall: (a) approve access for all Permitted Users to the Cloud Services and shall prevent unauthorized access and use of the Cloud Services; (b) provide network connectivity between Client's local environment and the Cloud Services for the implementation and execution of the Cloud Services as provided in the Documentation; (c) maintain bandwidth of sufficient capacity for the operation of the Cloud Services; (d) have sole responsibility for installation, testing, and operations of Client facilities, telecommunications and internet services, equipment, and software upon Client's premises necessary for Client's use of the Cloud Services; and (e) pay all third-party access fees incurred by Client to access and use the Cloud Services. Client shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third-party; (ii) modify,

adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations.

3.5. Suspension of Services. If (a) there is a threat to the security of WellSky's systems or the Services, or (b) Client's undisputed invoices are sixty (60) days or more overdue, in addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.

4. **THIRD-PARTY SOLUTIONS AND HARDWARE**. Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Third-Party Solutions as set forth in an Order Form. Client agrees to purchase any Hardware set forth in an Order Form.

5. **PROPRIETARY RIGHTS**.

5.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Third-Party Solutions, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Client a non-exclusive, non-transferable license to use Work Product only for Client's own internal purposes in connection with the Licensed Software and Services.

5.2. Restricted Rights. The Licensed Software and Cloud Services are commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

6. **PAYMENTS BY CLIENT**.

6.1. Payment. Client shall pay all fees for the Licensed Software, System, Services, and Hardware. All invoices shall be paid net thirty (45) days following the date of the invoice.

6.2. Scope of Use. The Licensed Software, Third-Party Solutions, and Cloud Services are priced based on certain metrics (e.g. Sites, Deliverables, Patient/Client Census, and/or Permitted Users) as set forth in an Order Form. Client may only expand its use of the Licensed Software, Third-Party Solutions, and/or Cloud Services upon payment of the applicable additional license, support, and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.

6.3. Increases. All recurring fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the applicable Order Form at a rate not to exceed four percent (4%). Third-Party Solutions and Services fees may further be increased upon prior written notice to Client in the event WellSky's third-party suppliers increase such fees. The preceding limitation shall not apply to any increase in fees attributable to Client's acquisition of additional Licensed Software or Services.

6.4. Expenses. Client shall reimburse WellSky for all reasonable Client-related travel, lodging, and out-of-pocket expenses.

6.5. Shipping Fees, Taxes. Client shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

6.6. Audit. WellSky reserves the right to audit Client's use of the System and Cloud Services (remotely or on site) at a mutually agreeable time. If Client's use is greater than contracted, Client shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Client shall also pay the expenses associated with the audit**.**

7. **LIMITED WARRANTIES AND COVENANTS**.

7.1. Licensed Software Warranty. WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.

7.2. Services Warranty. WellSky warrants that (a) when operated in accordance with the Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional and Support Services in a professional manner in accordance with the applicable Documentation.

7.3. Remedy. Client's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software, repairing the Cloud Services, and/or reperforming the Professional/Support Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Client, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (b) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (c) any failure of any component of Hardware, Third-Party Solutions, or any Client-supplied software, equipment, or other third-party materials.

7.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS ALL WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CLIENT'S REQUIREMENTS. CLIENT AGREES THAT THE MANUFACTURERS OR LICENSORS OF HARDWARE AND THIRD-PARTY SOLUTIONS MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE HARDWARE AND THIRD-PARTY SOLUTIONS SUPPLIED TO CLIENT UNDER THIS AGREEMENT. WELLSKY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HARDWARE OR THIRD-PARTY SOLUTIONS.

7.5. Client Warranty. Client warrants that Client (a) has the power and authority to enter into this Agreement and bind each Client affiliate and Permitted User to the terms and conditions set forth herein, and Client shall be responsible for all acts and omissions of all Client affiliates and Permitted Users; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.

7.6. WellSky represents and warrants that (a) it is not a physician-owned entity in which a physician or immediate family member of a physician holds a direct or indirect ownership (by any contractual arrangement conferring ownership-like right) in full or part, an investment, or royalty interest if royalties are paid on purchases resulting from the royalty holder's order, (b) it does not purchase or distribute items from a physician and seeks to sell such item, pharmaceutical or biologic to Client, or (c) it is not obligated to pay a royalty to any physician related to an item purchased by Client.

8. **LIMITATION OF LIABILITY**. WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDEN-TAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CLIENT. WELLSKY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO CLIENT'S USE OF ANY VIDEO, EMAIL, TEXING AND/OR RELATED TELEPHONY SERVICES, INCLUDING ANY LIABILITY RELATED TO CLIENT DATA PROCESSED THEREIN. WELLSKY SHALL NOT BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR THE USE, APPLICATION, OR INTERPRETATION OF ANY INFORMATION, RESULTS, OR PRODUCT GENERATED BY OR RESULTING FROM THE LICENSED SOFTWARE OR SERVICES, OR ARISING FROM THE CLIENT'S USE OF THE LICENSED SOFTWARE OR SERVICES, AND DISCLAIMS ANY RESPONSIBILITY FOR ACTIONS OF CLIENT OR THEIR CARE PROVIDERS WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE, OR ANY OTHER BASIS.

9. **INDEMNIFICATION**.

9.1. WellSky Indemnity. WellSky shall defend, indemnify, and hold Client and its officers, directors, and employees harmless from and against any third-party claims, suits, liabilities, obligations, judgments, and causes of action ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third-party. If Client's use of the Licensed Software or Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Client's sole and exclusive remedy, either: (a) secure for Client the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Client, as applicable, a pro rata portion of the perpetual Licensed Software license fees amortized over a five (5) year straight line depreciated basis and/or any prepaid amounts for subscription Licensed Software and/or Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third-Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Client or third parties; (ii) use of the Licensed Software or Cloud Services with non-WellSky software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or not in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed Software, if the infringement could be avoided by use of the current release.

9.2. Client Indemnity. To the extent allowed by Nevada law, Client shall defend, indemnify, and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's use of the Licensed Software, Test Scripts, and Cloud Services, or any claim by any party receiving services from Client in connection with the Licensed Software or Cloud Services. Additionally, any indemnification by Client under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable.

9.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault

without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

10. **TERM AND TERMINATION OF LICENSE AND AGREEMENT**.

10.1. Term. If applicable, the term of the license to the Licensed Software and/or the right to access the Cloud Services is set forth in an Order Form. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement.

10.2. Termination. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in this Section 10. Either Party may terminate this Agreement and the licenses and/or right to access granted herein if: (a) the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Licensed Software, Cloud Services, and Updates or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement.

10.3. 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 Client for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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 Client gives Supplier at least one hundred and twenty (120) days' prior written notice termination. Client 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 Client 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 Client did not give notification of termination due to loss of appropriated funds.

10.4. Effect of Termination. Upon termination of this Agreement, Client shall immediately cease all use of the Licensed Software, Third-Party Solutions, and/or Cloud Services, and the licenses granted and all other rights of Client under this Agreement shall terminate and revert to WellSky. Client shall, within ten (10) days following such termination, destroy or return to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, and all WellSky Confidential Information, and certify such return or destruction in writing to WellSky. Upon request following the termination or expiration of the Agreement or the Services and for a maximum period of ninety (90) days thereafter, WellSky will make available to Client, at no additional charge, data files in WellSky's standard format containing all information entered or input by Client for or on behalf of Client, into the Licensed Software or Cloud Services. Parties may mutually agree upon another format, which may result in additional Professional Services fees at WellSky's then current rates.

10.5. Survival. The following sections shall survive termination or expiration of this Agreement: Sections 7.3 through 7.5, 8, 9, 10, 11, 12, and 13, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

11. **CONFIDENTIAL INFORMATION**.

11.1. Confidentiality Obligations. Each Party shall (a) secure and protect the Confidential Information using the same degree or greater

level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (b) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (c) require their respective employees, agents, attorneys, subcontractors, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (d) not transfer, display, convey, or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Either Party may disclose the other Party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and provide an opportunity to respond or object to the disclosure.

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

12. **REGULATORY COMPLIANCE.**

12.1. General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

12.2. HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

13. **GENERAL PROVISIONS**.

13.1. Force Majeure. Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, acts of terrorism, war, epidemic, unavailability of components, acts of governmental authorities or judicial action, compliance with laws, or material interruption in telecommunications or utility service (a "Force Majeure Event"). The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance, however, in the event that any Force Majeure Event delays a Party's performance for more than sixty (60) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

13.2. Data Use. Client hereby grants to WellSky a non-exclusive, perpetual license (a) to use the Client Data in connection with the provision of the Licensed Software or Services; and/or (b) to use the Client Data to create Deidentified Data. The license includes a right to sublicense. WellSky owns any Deidentified Data. Additionally, Client authorizes WellSky to aggregate Client Data with other WellSky client data in accordance with the Documentation.

13.3. Injunctive Relief. Client acknowledges that any breach by Client of Section 2, 3.4, or 11 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.

13.4. Professional Responsibility. Client acknowledges that the Licensed Software and/or Services, and the information supplied therein, are supplemental to (and not a substitute for) the knowledge, expertise, skill and judgment of physicians, clinicians, and/or other care providers. Client shall ensure that all care providers using the Licensed Software and/or Services are aware of the limitations of the use of the Licensed Software and/or Services. CLIENT SHALL ENSURE THAT ALL PROVIDERS USING THE LICENSED SOFTWARE AND/OR SERVICES ARE AWARE OF THE LIMITATIONS OF THE USE OF THE LICENSED SOFTWARE AND/OR SERVICES.

13.5. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an Affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Client.

13.6. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Client. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.

13.7. Export. Client agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Third-Party Solutions to a prohibited country or otherwise in violation of any such restrictions or regulations.

13.8. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Client, to the attention of Legal Department.

13.9. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

13.10. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

13.11. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.

13.12. Discounts. Client is reminded that if the purchase includes a discount or loan, Client may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).

13.13. Purchase Orders; Acceptance of Quotes; Access. If either party submits its own terms which add to, vary from, or conflict with the terms herein in each party's acceptance of a price quotation or in a purchase order, or to a party's employees, agents, and/or contractors in the course of WellSky providing the

Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

13.14. Dispute Resolution. The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, each Party agrees to cause any dispute or disagreement between them, whether with respect to the interpretation of this Agreement or with respect to the performance of either Party under this Agreement, to be considered, negotiated in good faith, and resolved as soon as possible in accordance with the following dispute resolution process. The dispute resolution process will require that each of the following steps be completed within a reasonable time.

13.14.1 Each Party will appoint a representative who will be made available for conference calls and meetings with the other Party's representative for this dispute resolution process. Each Party shall refrain from exercising its rights of termination for a reasonable time and shall continue to perform its obligations under this Agreement in order to allow the parties to settle the dispute or disagreement, provided that, if the dispute concerns a material breach, the Party alleged to be in breach has promptly commenced cure and pursues the cure in good faith. The Parties agree not to commence any action respective to their rights at law for resolution of the dispute, except for application to a court for equitable relief under Section 13.3 herein, until the dispute resolution process has been elevated to the vice president (or the organization equivalent) level and either of the vice presidents concludes, after endeavoring in good faith to resolve the dispute, that resolution through continued negotiation is not likely.

13.14.2 Neither Party shall be compensated for any time or expense related to the dispute resolution process. Neither Party may disclose the existence or results of the dispute resolution process hereunder without prior written consent signed by chief counsel of each Party. This prohibition shall not apply to disclosures to counsel, made in documents filed with a court, or required by law.

13.14.3 In the event that the procedure set forth in 13.13.1 does not result in an amicable resolution to the dispute within sixty (60) days of submission to the organizations' vice presidents, then either Party may file suit solely in any court of competent jurisdiction per the terms of Section 13.15 herein.

13.14.4 This Section 13.14 shall not apply to any dispute concerning a breach of WellSky's intellectual property.

13.15. Governing Law. This Agreement will be governed by, construed, and interpreted in accordance with the laws of County of Clark County Nevada, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Clark County Nevada.

13.16. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent; however, employment through public advertisements of open positions shall not be considered a solicitation under this Paragraph.

13.17. California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 *et seq.* ("CCPA") may be applicable to the Agreement. If applicable, WellSky shall be deemed a "service provider" under the CCPA if WellSky receives the "personal information" of any "consumer" for "processing" on Client's behalf.

13.18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

[remainder of page intentionally left blank]

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA:	**WELLSKY CORPORATION:**
_____	_____
(SIGNATURE)	
_____	
(PRINT NAME)	
_____	
(TITLE)	
_____	_____
(DATE)	(DATE)

EXHIBIT A

a. **"Affiliate"** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.

b. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software or Cloud Services, including validation requirements affecting Regulated Licensed Software/Cloud Services.

c. **"Client Data"** means all electronic data or information submitted by Client to the Licensed Software or Services but excluding Deidentified Data.

d. **"Cloud Services"** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) the WellSky hosted software and any upgrades, enhancements, or new releases thereto, (ii) hardware and other equipment at WellSky's hosting site, and (iii) use of the telephone support for Client in the operation of the Cloud Services. The term "Cloud Services" does not include Professional Services.

e. **"Concurrent User"** means each Client workstation able to simultaneously access the System at any given moment, for purposes of updating the System.

f. **"Confidential Information"** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.

g. **"Control"** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.

h. **"Deidentified Data"** means Client Data that is deidentified by WellSky and such deidentification is certified by a third-party as compliant with the deidentification standards under HIPAA or otherwise meets the deidentification requirements under HIPAA.

i. **"Designated Platform"** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.

j. **"Documentation"** means the most recent documentation of the functional operation and interoperability of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.

k. **"FDA Clearance"** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software/Cloud Services and sets forth the specific parameters of use for the Regulated Licensed Software/Cloud Services on the Designated Platform or Cloud Services operating environment, as applicable.

l. **"First Productive Use"** means the day Client begins using any part of the System or Cloud Services in a live production environment.

m. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Client from WellSky.

n. **"Licensed Software"** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Client by WellSky pursuant to this Agreement or any Order Form, but excluding all Third-Party Solutions or third-party software.

o. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Client, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

p. **"Patient/Client Census"** means the number of patients or clients that Client is treating, calculated as described in the applicable Order Form.

q. **"Permitted User"** means an authorized user of the Licensed Software, Third-Party Solutions, and/or Cloud Services as described in the applicable Order Form.

r. **"Professional Services"** means, collectively, the implementation, installation, data conversion (including extraction), validation, or training services provided by WellSky under or in connection with this Agreement.

s. **"Program Error"** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.

t. **"Regulated Licensed Software/Cloud Services"** means Licensed Software or Cloud Services that are subject to the 510(k) clearance requirements as promulgated by the United States Food and Drug Administration.

u. **"Services"** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.

v. **"Site"** means each of the Client facility or facilities specified in an Order Form and for whom Client (a) owns at least 50%, or (b) has the right to determine management direction.

w. **"Support Services"** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.

x. **"Third-Party Solutions"** shall mean those licensed software programs software-as-a-service offerings provided by a third-party, which WellSky sublicenses or grants a right to access to Client hereunder, for use with the Licensed Software or Cloud Services, and any Updates thereto, provided to Client by WellSky under the terms of this Agreement or as identified in any Order Form.

y. **"System"** shall mean the Licensed Software (all or less than all of the Licensed Software) and Third-Party Solutions, if any, and any Updates thereto.

z. **"Test Scripts"** means WellSky's test scripts designed by WellSky to assist in Client's Validation of certain Regulated Licensed Software/Cloud Services.

aa. **"Update"** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its clients who have a current Maintenance and Support Agreement. Updates do not include modules, scripts, or software that WellSky prices or markets separately.

bb. **"Upgrade"** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its clients who have current Cloud

Services subscriptions. Upgrades do not include modules, features, or any necessary Professional Services, that WellSky prices and markets separately.

cc. **"Validation"** means the procedure performed by Client to validate the Regulated Licensed Software/Cloud Services pursuant to certain rules and regulations promulgated by the Food and Drug Administration.

dd. **"Warranty Period**" means either the period set forth in an Order Form, or if not specified, twelve months from the execution of the applicable Order Form.

ee. **"Work Product"** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Client or its employees, Permitted Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

EXHIBIT B
WELLSKY CLOUD SERVICES SUPPORT TERMS

This Exhibit B sets forth certain WellSky Cloud Services support requirements. From time-to-time, these obligations may change upon notice by WellSky to Client. This Exhibit B only applies to Cloud Services. This Exhibit does not apply to Licensed Software.

1. DEFINITIONS.

1.1. **"Access Protocols"** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Client which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.

1.2. **"Core System Functionality"** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operation.

1.3. **"Non-Core System Functionality"** means functionality that does ***not*** require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing.

1.4. **"Scheduled Downtime"** means the time which the Core System Functionality is unavailable for access to Client's active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.

1.5. **"Unscheduled Downtime"** means the time during which the Core System Functionality is unavailable for access by Client's Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client's breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client's equipment or software with the Cloud Services; (iv) poor or inadequate performance of Client's systems; (v) Client's equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client's network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement).

2. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT FOR THE CLOUD SERVICES ARE AVAILABLE AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM(S) AND SHALL CONTINUE UNTIL TERMINATION OF THE APPLICABLE CLOUD SERVICES AS PERMITTED IN THE AGREEMENT AND/OR THE APPLICABLE ORDER FORM.

3. TELEPHONE SUPPORT.

WellSky shall provide telephone and portal issue support to assist Client with the use of the Cloud Services and to assist with issue resolution during the term of this Agreement. The portal support will be available 24 hours a day and telephone support will be available during the hours posted by WellSky.

4. AVAILABILITY.

After First Productive Use and during the Term, WellSky shall use commercially reasonable efforts to provide the Cloud Services via the Internet twenty-four (24) hours a day, seven (7) days a week, in accordance with the terms of the Agreement.

Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need WellSky may give less

notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, WellSky will post the standard downtime publicly for all WellSky clients.

Client acknowledges and agrees that, from time to time, the Cloud Services may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of WellSky or that are not reasonably foreseeable by WellSky, including interruption or failure of telecommunication or digital communication links or hostile network attacks. Client shall report any Unscheduled Downtime by calling WellSky client support with the provided support number within one (1) day of its occurrence.

5. UPGRADES.

During the Term of the Cloud Services, WellSky may make Upgrades available to Client pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of all Cloud Services, including without limitation, Upgrades. Any enhancements or additions made to an interface as requested by Client are not part of this Exhibit B and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Upgrade.

6. INTERNET CONNECTION DEPENDENCE.

The performance and availability of the Cloud Services are directly dependent upon the quality of Client's Internet connection. WellSky will aid the Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider ("ISP") selection. Failure of the Client's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility and should be addressed by Client directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures.

EXHIBIT C
LICENSED SOFTWARE SUPPORT TERMS

This Exhibit C sets forth certain WellSky Licensed Software support terms. From time-to-time, these obligations may change upon notice by WellSky to Client. This Exhibit C only applies to Licensed Software. This Exhibit does not apply to Cloud Services.

1. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT SERVICES ARE EFFECTIVE FOR AN INITIAL TERM OF **FIVE (5) YEARS** BEGINNING ON THE EFFECTIVE DATE OF THE ORDER FORM (THE "SUPPORT EFFECTIVE DATE") (THE "TERM").

2. SERVICE REINSTATEMENT.

In the event Support is allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay a reinstatement charge of Ten Thousand Dollars ($10,000), plus back charges for all months that Support lapsed, including appropriate late charges. Client may be responsible for expenses incurred to inspect Hardware or reload Licensed Software to the current release version after any lapse in Support.

3. SERVICES PROVIDED.

WellSky shall provide standard support services for supporting Client's live productive use of the Licensed Software set forth on an applicable Order Form on the Designated Platform. For purposes of Support, "standard support services" shall include using commercially reasonable efforts to repair or provide a work around for all reproduceable Program Errors. Standard support services shall also include providing Updates. So long as Client is current in Support fees and Client complies with the terms and conditions of the Agreement, the Licensed Software shall operate in accordance with the Documentation, in all material respects.

4. TELEPHONE SUPPORT.

a. Priority Levels. Client may request, and WellSky shall provide, reasonable technical consultation by telephone 24 hours a day, 365 days of a year. WellSky shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Client's request. That unique number shall be provided to Client for reference and communication. WellSky shall assign to technical consultation requests one of three levels of priority:

i. Level 1 is the most severe Program Error and represents a situation where all features and functions of the Licensed Software are unavailable and no practical alternate mode of operation is available. WellSky shall use commercially reasonable efforts to answer or return Level 1 calls within four (4) hours.

ii. Level 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 requests will be assigned to the next available programmer.

iii. Level 3 is the normal next-in-line priority assignment. Priority 3 requests will be worked on in the order in which they are received.

b. Problem Resolution. WellSky shall provide technical consultation solutions to Level 1, Level 2 and Level 3 issues as quickly as reasonably possible, in light of the problem. If a Level 1 or Level 2 issue requires a change to the Licensed Software, the change will be sent to Client as soon as available. If a Level 3 issue requires a change to the software, the change will be provided in a regularly scheduled Update.

c. Service Location. WellSky shall provide technical consultation from its business premises, except that WellSky, at its own discretion, may dispatch a technical services representative to Client's facility for all Program Errors that WellSky is unable to correct by providing technical consultation from WellSky's premises.

5. UPDATE.

During the Term of this Exhibit C, WellSky may make Updates available to Client. WellSky reserves the right to determine the content and availability of all software, including without limitation, Updates. Any enhancements or additions made to an interface as requested by Client are not part of this Exhibit C and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Update. All Updates may be loaded only based upon instructions provided by WellSky's client service personnel. WellSky must be notified, in writing, before the loading of operating system software updates, third-party software updates or installing new hardware to the System. WellSky shall provide assistance by telephone during normal business hours.

6. CLIENT PARTICIPATION.

WellSky's obligations are conditioned on Client fulfilling its obligations hereunder, including, without limitation:

a. Providing WellSky with all information and assistance necessary to detect, simulate or reproduce and correct any Program Errors.

b. Providing WellSky access to the System and its related operating environment for the purpose of providing WellSky services;

c. Causing all equipment and facilities which are used in connection with the operation or security of System and Hardware to be maintained properly and in good operating condition as specified by the applicable manufacturer. All charges for such media and services shall be the sole responsibility of Client.

d. Maintaining regular back-ups of data files, application source code (if applicable) and operating system software.

e. Strict compliance with the terms and conditions of the Agreement, including without limitation, the terms and restrictions on the license grant.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

BACKGROUND

A. Covered Entity and WellSky have entered into the Agreement, pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support, and other services to Covered Entity.

B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.

C. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services under the Agreement. The Agreement may from time to time require the Business Associate's receipt, Use, and/or Disclosure of Protected Health Information (PHI) from Covered Entity.

D. The provisions of this BAA are intended in their totality to implement the HIPAA regulations as they concern Business Associate Agreements. The provisions of the Agreement will remain in full force and effect and are amended by this BAA only to the extent necessary to effectuate the provisions set forth herein.

TERMS

1. **Definitions.** All capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Regulations.
   a. Business Associate shall mean WellSky Corporation.
   b. Covered Entity shall mean Client.
   c. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
   d. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
   e. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   f. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103 of the Regulations.
   g. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
   h. Security Incident shall have the same meaning given to such term in 45 CFR § 164.304.

2. **Obligations and Activities of Business Associate.**
   a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
   b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
   c. Business Associate agrees to use reasonable and appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
   d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

e. Business Associate agrees to promptly report to Covered Entity and its Chief Privacy Officer any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
f. Business Associate shall promptlynotify Covered Entity and its Chief Privacy Officer of a breach of the Privacy Rule relating to the impermissible use, acquisition, access or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. In the event of a Breach of PHI solely arising out of the acts or omissions of Business Associate or anysSubcontractor of Business Associate, Business Associate agrees to reimburse Covered Entity for the reasonable, actual costs of providing any legally required notice to Individuals affected by the Breach. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure. Business Associate shall, within sixty (60) days of discovery of a breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404.
g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed upon by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner mutually agreed upon by the parties. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations. Business Associate agrees to provide responses to security assessment questionnaires that Covered Entity may periodically, reasonably request in order to assess risks to PHI held by Business Associate.
k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the underlying agreement and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances

from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B) and in accordance with the Documentation.

e. Business Associate may de-identify any PHI, provided such de-identification conforms to the requirements of 45 CFR § 164.514(b), including without limitation any documentation requirements. Business Associate may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this BAA; provided that such Use or Disclosure is consistent with the underlying Agreement and applicable law.

f. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's user or disclosure of protected health information.

d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

5. Electronic Data Security. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any Security Incident of which it becomes aware, provided that this BAA shall constitute notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents including, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the foregoing, so long as any such incident does not result in unauthorized access, use or disclosure of PHI or material disruption of Business Associate's information systems.

6. Termination.

a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:

   1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the Agreement 30 days after written notice;
   2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the Agreement 30 days after written notice; or
   3. If neither termination nor cure is feasible, report the violation to the Secretary.

   If Covered Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity and, upon request, certify to Covered Entity that it has done so. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement.

7. Miscellaneous.

a. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.

b. Survival. The respective rights and obligations of Business Associate under Section 6(c) of this BAA shall survive the termination of this BAA.

c. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.

d. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.

e. Incorporation. Except for Covered Entity, no third-party may rely on the terms, conditions, rights, remedies, or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.

f. Governing Law. The choice of law and venue applicable to this BAA shall be the same as the choice of law and venue that are applicable to the Agreement.

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INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 4 remote/home based employees

Corporate/Business Entity Name:	WellSky Corporation		
(Include d.b.a., if applicable)			
Street Address:	11300 Switzer Road	**Website:**	https://wellsky.com/
City, State and Zip Code:	Overland Park, KS 66210	**POC Name:** **Email:**	Melis Akiz melis.akiz@wellsky.com
Telephone No:	913-307-1000	**Fax No:**	913-871-9571
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)
None		

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.

Aaron Winkelmann
Signature

Aaron Winkelmann
Print Name

VP & GM Blood & Biotherapies
Title

1/27/2023
Date

DocuSign Envelope ID: 5C670DC2-5647-4C23-8EC4-AF416A06FAE6

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment 001, 002 and 003 to Lease Agreement with PNC Bank, National Association**	**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 Amendments to Lease Agreement with PNC Bank, National Association for endoscopy scopes and video imaging equipment; authorize the Chief Executive Officer to execute future amendments or renewals; 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: Endoscopy Scopes and Video Imaging Equipment
Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital
Term: Extend to 12/28/2025
Amount: Additional NTE $1,345,873.98; new aggregate amount of NTE $1,510,873.98
Out Clause: Non-Appropriation of Funds / Budget Act & Fiscal Fund Out

BACKGROUND:

On December 28, 2022, UMC entered into a Lease Agreement ("Agreement") with PNC Bank, National Association ("PNC") for the Fujifilm Endoscopy system consisting of endoscopy scopes and video imaging equipment to be used in surgical services.

These Amendments request to extend the Agreement term to thirty-six (36) months from December 28, 2022 through December 28, 2025, increase the funding to an additional not-to-exceed amount of $1,345,873.98 to account for the extended term, and add additional contract language. Staff also requests authorization for the Hospital CEO to execute future amendments or renewals if deemed beneficial to UMC.

UMC's Director of Peri-Operative Service has reviewed and recommends approval of these Amendments. These Amendments have been approved as to form by UMC's Office of General Counsel.

PNC is not currently required to hold a Clark County business license.

These Amendments were reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
February 22, 2023

Agenda Item #
14

Lease Agreement

Dated as of December 28, 2022

Lease Number: 202555

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
University Medical Center of Southern Nevada
1800 W. Charleston BlvdLas Vegas, NV 89102

FEDERAL TAX ID
886000436

Equipment Description:

Quantity	Description	Serial No.
Quantity	AssetDescription	
Various	Fujifilm BL-7000/EC-760 /EG-740N Endoscopy System See Quote 2022-81486 8 for full list of equipment	

ActiveLeaseAssets/Item

Three Month Term, effective December 28, 2022, with one payment of $110,000.00 and one payment of $55,000.00 plus applicable tax; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee received an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term. For avoidance of doubt, this provision will not apply if not permitted pursuant to the laws of Nevada as applicable to Lessee
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss and (b) provide us with evidence upon request. Lessor understand that Lessee has a funded program on self-insurance as allowed by Chapter 41 of the Nevada Revised Statutes that is acceptable in lieu of commercial insurance.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, (a) extend the lease term or (b) purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 30 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs or (b) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. In addition, Lessee will pay Lessor a return of equipment fee equal to $400,000, which shall be immediately due and payable upon the occurrence of (a) or (b) above. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the

"Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease, with a copy sent to: UMC, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including

but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.
28. **PUBLIC RECORDS.** Lessor acknowledges that Lessee is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If Lessee receives a demand for the disclosure of any information related to this Agreement, Lessee will immediately notify Lessor of such demand and Lessor shall promptly notify Lessee of its intention (i) to seek injunctive relief in a Nevada court for protective order or (ii) to redact the confidential and proprietary portion of such information. Lessee shall provide Lessor with a reasonable period of time during which Lessor may redact any information Lessor considers to be confidential and proprietary. Lessee agrees to disclose only the redacted version of the demanded information

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

University Medical Center of Southern Nevada
("Lessee")
X Mason A
Authorized Signature
Mason Van Houweling
Print Name
Chief Executive Officer
Title:
12/29/22
Date

1800 W Charleston Blvd
Las Vegas, NV 89102

PNC Bank, National Association
("Lessor")
X Ed Rothwein
Authorized Signature
Ed Rothwein
Print Name
VP of Operations
Title:
12/30/22

655 Business Center Drive
Horsham, PA 19044

CERTIFICATE OF ACCEPTANCE

Lease Number: SequenceNumber

In compliance with the terms, conditions and provisions of Lease Agreement #202555 ("**Lease**") by and between the undersigned University Medical Center of Southern Nevada ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

University Medical Center of Southern Nevada
("Lessee")

X _____
Authorized Signature

Mason Kim Howerling
Print Name

Chief Executive Officer
Title:

Date: 12/29/22

1800 W Charleston Blvd
Las Vegas, NV 89102

CustomerCity

SCHEDULE OF PAYMENTS

Lease Number 202555

Attached to and made a part of that certain Lease-Purchase Agreement by and between PNC Bank, National Association, as Lessor, and University Medical Center of Southern Nevada , as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment
1	2/28/2023	110,000
2	3/28/2023	55,000
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

University Medical Center of Southern Nevada
("Lessee")

X Mason D

Authorized Signature

Mason Van Houweling

Print Name

Chief Executive Officer

Title:

PNC Bank, National Association
("Lessor")

By: Ed Bottwein

Title VP of Operations

OPINION OF COUNSEL

I have acted as counsel to University Medical Center of Southern Nevada ("Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF INCUMBENCY

The undersigned, duly elected and acting as in the capacity listed below ("Authorized Person") of University Medical Center of Southern Nevada ("**Customer**") hereby certifies:

1. That he/she has the power and authority to execute this Certificate of Incumbency on behalf of Customer.
2. That the following named person(s) are authorized representatives of Customer in the capacity set forth opposite each of their names.
3. That, as of the date hereof and continuing until expressly revoked in writing by an authorized representative of Customer (with such express revoking only having prospective effect), the following named person(s) each have proper power and authority to execute and deliver any document between Customer and PNC Bank, National Association, together with its successors and assigns.

AUTHORIZED REPRESENTATIVES WHO CAN SIGN LEASE, LOAN AND/OR GUARANTY DOCUMENTS

IMPORTANT INSTRUCTIONS FOR FILLING OUT THIS SECTION List the people and their title who can sign the lease, loan and/or guaranty documents The people listed here cannot be the same person signing below unless the Customer has one member or director, which in such case the person signing is certifying they are the sole member or director of the Customer.	Name (print)	Title
	Mason Van Houweling	Chief Executive Officer

I hereby attest that this information is true and correct as of the date below.

AUTHORIZED PERSON OF CUSTOMER

X Mason A

Print Name:
Mason Van Houweling

Title:
Chief Executive Officer

Date:
12/22/22

THE FOLLOWING PERSONS MAY EXECUTE THIS DOCUMENT ON BEHALF OF THE CUSTOMER DEPENDING ON THE LEGAL ENTITY FORM OF CUSTOMER:

Type of Legal Entity	Examples of Persons Who Can Sign On Behalf of Legal Entity
Corporation	President, Vice President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Member Managed)	Member, Managing Member, President, Vice President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Manager Managed)	Member, Manager, President, Vice President, Secretary, Treasurer, CEO, CFO, COO
Limited Partnership	General Partner, Managing Partner, President, Vice President, Secretary, Treasurer, CEO, CFO, COO
Partnership	General Partner, Managing Partner, Partner

PNC EQUIPMENT FINANCE

Amendment #001

December 30, 2022

University Medical Center of Southern Nevada

This Amendment is hereby made part of that certain Lease Agreement # 202555 between PNC Bank, National Association ("Lessor") and University Medical Center of Southern Nevada ("Lessee").

The Lease Agreement # 202555 is hereby amended as follows: Lease Agreement # has been changed to 202555-001

All other terms and conditions of the Lease Agreement #202555 dated 12/28/2022 remain unchanged.

A faxed, scanned or other electronic copy of this document shall be accepted to be a legal and binding agreement.

Thank you.

Regards,

PNC Bank, National Association

PNC EQUIPMENT FINANCE

AMENDMENT # 002

Financier (Lender/ Lessor): PNC Bank, National Association
Obligor (Borrower/ Lessee): University Medical Center of Southern Nevada
Agreement #: 202555-001

This Amendment ("Amendment") is made a part of and amends Agreement # ("Agreement") by and between the above-described Financier ("Financier") and the above-described Obligor ("Obligor"). Unless otherwise defined, capitalized terms shall have the definition set forth in the Agreement.

This Amendment adds various financial reporting requirements as described below. Such requirements are in addition to those contained in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement and Amendment, it is hereby agreed as follows that Obligor will provide Financier with the following financial reporting:

Financial Reporting:

Annual Financial Statements. Obligor will provide Annual Financial Statements no later than 30 days after issuance of audited Financial Statements. The Financial Statements will be prepared on an audited basis in accordance with GAAP by an independent certified public accountant selected by the Obligor and satisfactory to the Financier. If audited, the Financial Statements shall contain the unqualified opinion of an independent certified public accountant and all accountant examinations shall have been made in accordance with GAAP consistently applied from period to period.

Defined Terms:
"Financial Statements" shall mean a balance sheet, statement of cash flows and a statement of income of Obligor.
"GAAP" shall mean generally accepted accounting principles.

All of the terms, conditions and provisions contained in the Agreement to the extent not expressly inconsistent herewith, are ratified and confirmed and shall remain in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEROF, the parties have caused this Amendment to be executed on the dates set forth below.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Financier: PNC Bank, National Association

By: Micarelli
(Signature)
Alisa Micarelli
(Name)
SVP-OPS
(Title)
2-9-2023
(Date)

Obligor: University Medical Center of Southern Nevada

By:
(Signature)

(Name)

(Title)

(Date)

AMENDMENT #003

Financier (Lender/ Lessor): PNC Bank, National Association
Obligor (Borrower/ Lessee): University Medical Center of Southern Nevada
Agreement #: 202555

This Amendment ("Amendment") is made a part of and amends Agreement # ("Agreement") by and between the above described Financier ("Financier") and the above described Obligor ("Obligor"). Unless otherwise defined, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. **The Schedule of Payments will be amended and restated as follows:**

   1 payment of 110,000 followed by 1 payment of 55,000

   To:

   1 payment of 110,000, 1 payment of 55,000 followed by 33 payments of 40,784.09

2. **The second paragraph above Terms and Conditions will be amended and restated as follows:**

   3 month term with 3 payments of $55,000.00 commencing 12/28/2022 plus applicable tax; each in the amounts set forth in the attached Schedule of Payments.

   To:

   36 month term with 35 payments commencing 12/28/2022 plus applicable tax, each in the amounts set forth in the attached Schedule of Payments.

3. **Section 16 "Return of Equipment" will be amended to add the following immediately after provision (b):**

   "or (c) a non-appropriation of funds occurs as provided herein,"

4. **Section 16 "Return of Equipment" will be amended to remove the following;**

   "In addition, Lessee will pay Lessor a return of equipment fee equal to $400,000, which shall be immediately due and payable upon the occurrence of (a) or (b) above.

5. **Section 21 "Collection Expenses, Overdue Payment" will be amended to add the following;**

   If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5%, "not-to-exceed $500", of such overdue amount, limited, however, to the maximum amount allowed by law.

All of the terms, conditions and provisions contained in the Agreement to the extent not expressly inconsistent herewith, are ratified and confirmed and shall remain in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEROF, the parties have caused this Amendment to be executed on the dates set forth below.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

[SIGNATURE PAGE FOLLOWS]

Financier: PNC BANK, NATIONAL ASSOCIATION

By: _____

(Signature)
Alisa Micarelli
(Name)
SVP-OPS
(Title)
2-9-2023
(Date)

Obligor: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

(Signature)
Mason Van Houweling
(Name)
Chief Executive Officer
(Title)

(Date)

PNC EQUIPMENT FINANCE

RESOLUTION AND CERTIFICATE OF INCUMBENCY

I hereby certify to PNC Bank, National Association, its successors and assigns ("Creditor"), that I am_____the ("Authorized Person") of University Medical Center of Southern Nevada ("Customer"), a legal entity formed pursuant to the laws of_____and that the following is a true copy of resolutions duly adopted by the governing body of the Customer on the_____day of_____, 20 , and further that such resolutions are in conformity with the organizational and governing documents of the Customer and are in full force and effect on the date hereof and have not been modified or rescinded:

"RESOLVED, that the Customer is authorized to enter into financing or leasing transactions with the Creditor as a obligor to the Creditor and/or as a grantor of collateral for the purposes of security to the Creditor;" and

"FURTHER RESOLVED, that any individual listed below of this Customer be, and each of them hereby is, authorized in the name and on behalf of this Customer to finance, lease, and/or guarantying with the Creditor, on terms and conditions, in their sole discretion, may determine, and for this purpose to execute and deliver in the name and on behalf of this Customer any documentation evidencing such financing, leasing, and/or guarantying, with such changes, additions and amendments thereto as shall be approved by any individual listed below who executes the same, and such other agreements, documents and instruments, and to do all such other acts and things, as may be required to consummate this arrangement;"

"FURTHER RESOLVED, That the Authorized Person of this Customer is authorized and directed to deliver and certify to Creditor a certified copy of these resolutions and that the same are in conformity with the organizational and governing documents of this Customer; and"

"FURTHER RESOLVED, That the Creditor shall be able to rely upon these resolutions until expressly revoked by an authorized representative of this Customer only with prospective effect."

I further certify that the following persons are duly elected, qualified and acting authorized representatives of the Customer, holding the titles appearing opposite their respective names:

AUTHORIZED REPRESENTATIVES OF CUSTOMER

(NOTE: THE AUTHORIZED REPRESENTATIVES OF CUSTOMER CANNOT BE THE SAME PERSON AS THE AUTHORIZED PERSON SIGNING BELOW)

IMPORTANT INSTRUCTIONS FOR FILLING OUT THIS SECTION List the people and their title who can sign the lease, loan and/or guaranty documents The people listed here cannot be the same person signing below unless the Customer has one member or director, which in such case the person signing is certifying they are the sole member or director of the Customer.	Name (print)	Title
	Mason Van Houweling	Chief Executive Officer

I hereby attest that this information is true and correct as of this_____day of_____, 20___.

Customer: University Medical Center of Southern Nevada

X Signature

Print Name:

Title:

Date:

NOTE: THE FOLLOWING PERSONS MAY SIGN EXECUTE THIS DOCUMENT ON BEHALF OF THE CUSTOMER DEPENDING ON THE LEGAL ENTITY FORM OF CUSTOMER:

Type of Legal Entity	Examples of Persons Who Can Sign On Behalf of Legal Entity
Corporation	President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Member Managed)	Member, Managing Member, President, Secretary, Assistant Secretary, Treasurer, CEO, CFO, COO
Limited Liability Company (Manager Managed)	Member, Manager, President, Secretary, Treasurer, CEO, CFO, COO
Limited Partnership	General Partner, Managing Partner, President, Secretary, Treasurer, CEO, CFO, COO
Partnership	General Partner, Managing Partner, Partner

V20210723

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:	PNC Bank National Association	
(Include d.b.a., if applicable)		
Street Address:	300 Fifth Avenue	**Website: PNC.com**
City, State and Zip Code:	Pittsburgh, PA 15222	**POC Name:** **Email:**
Telephone No:	267-960-4008	**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)
William Demchak	CEO	
Robert Reilly	Executive VP - CFO	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? *Xx*☐ 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: STEVE JASIUKIEWICZ

Title: VP - GENERAL MANAGER — Date: 12/28/2022

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:	**Agreement for Reagent Ordering & Services Support with ELITechGroup MDx 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 Agreement with ELITechGroup MDX LLC for Reagent Ordering & Service Support; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000707000 Funded Pgm/Grant: N/A
Description: Reagent & Service Support
Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital
NRS 332.115(1)(h) – Hardware
Term: Three (3) years from the Effective Date with 3-month extension option
Amount: $2,417,995.70
Out Clause: 15 days for convenience

BACKGROUND:

This request is to enter into a new Agreement ("Agreement") with ELITechGroup MDx LLC ("EliTech") for Reagent & Service Support. EliTech will provide UMC with secure reagents and consumables annually, and service the BeGenius system used for molecular diagnostic testing done by the laboratory on a weekly basis. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option at his discretion if deemed beneficial to UMC.

UMC will compensate EliTech $2,417,995.70 for three (3) years, with the option to extend for 3-month period. Either party may terminate this Agreement for convenience with a 15-day written notice to the other.

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

EliTechGroup MDX LLC currently in the process of obtaining a Clark County business license.

Cleared for Agenda
February 22, 2023

Agenda Item #
15

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR REAGENT ORDERING & SERVICE SUPPORT

EliTech Molecular Diagnostics
NAME OF FIRM
Steve Swartzell
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
21720 23rd Drive, Ste. 150 Bothell, WA 98021
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
800-453-2725 Opt. 3
(AREA CODE) AND TELEPHONE NUMBER
mdx.orders@elitechgroup.com
E-MAIL ADDRESS

AGREEMENT FOR REAGENT & SERVICE SUPPORT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and EliTech Molecular Diagnostics. (hereinafter referred to as "COMPANY"), for Reagent Ordering & Service Support (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $2,417,995.70 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from Effective Date through three (3) years ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of $2,417,995.70. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY

performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

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

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

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

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this

Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises

F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Sangeeta Singh, telephone number (702) 671-6542 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Effect of Termination

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

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: ELITechGroup MDx LLC
21720 23rd Drive, Suite 150
Bothell, WA 98021

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI). COMPANY And HOSPITAL agree no PHI is contemplated to be

shared under this agreement.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

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

and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

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

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE)

subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

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

W. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL 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 HOSPITAL 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. HOSPITAL 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 Agreement 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 (HOSPITAL 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

Travel expenses shall not exceed $3,000 without prior written approval from HOSPITAL.

X. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY: ELITech MDx LLC

COMPANY NAME

By:_____ _____

NAME: Scott Johnston DATE: 1/18/2023

TITLE General Manager

EXHIBIT A
REAGENT ORDERING & SERVICE SUPPORT
SCOPE OF WORK

ELITechGroup
EMPOWERING IVD

PROFESSIONAL SERVICE

SOLD TO: University Medical Center of Southern Nevada

Customer #: 3UMC01

Address: 1800 W Charleston Blvd
Las Vegas, NV 89102

START DATE: 05/11/2023

Contact: Sangeeta Singh

END DATE: 05/10/2026

QTY	PART NUMBER	DESCRIPTION	SERIAL NO.	UNIT PRICE
1	M800593	3 Year ELITe Service Plan	2412110E0031C	

This form and payment must be received prior to the effective start date to avoid any lapse in coverage. Instruments not covered by warranty or service plan will require certification at applicable per call rates prior to coverage. Payment shall be made to ELITechGroup MDX LLC at 370 W 1700 S, Logan, UT 84321.

Purchase Quotation



ELITech MDx LLC
21720 23rd Drive, Suite 150
Bothell, WA 98021

Customer service:
Phone: (800) 453-2725, Option 3
Fax: (425) 482-5550

mdx.orders@elitechgroup.com
www.elitechgroup.com

Quote # / Reference: 221206-SS-02
Date issued: 12/06/2022
Expires on: undefined/undefined/NaN
Customer number:

Billing Address:

Institution: Universtiy Medical Center, Southern Nevada
Attn: Sangeeta Singh
Telephone: (702) 671-6542
E-mail: sangeeta.singh@umcsn.com
Department: Molecular Laboratory Services
Address: 1800 W Charelston Blvd
Address:
City: Las Vegas
State: Nevada
Zip: 89102

Shipping Address:

Institution: Universtiy Medical Center, Southern Nevada
Attn: Sangeeta Singh
Telephone: (702) 671-6542
E-mail: sangeeta.singh@umcsn.com
Department: Molecular Laboratory Services
Address: 1800 W Charelston Blvd
Address:
City: Las Vegas
State: Nevada
Zip: 89102

Annual Costs				
Quantity Quoted	**ELITech Part #**	**Product Description**	**Unit Price**	**Extended Price**
3	F2102-000-US	ELITe InGenius® Waste Box		
434	M100294	Filter Tips 300 (Rack of 96)		
1	800413	MGB Alert CMV 3.0 Primer Mix ASR		
1	800423	MGB Alert CMV 3.0 Probe Mix ASR		
1	800431	MGB Alert Internal Control Set IC2-C		
1	800414	MGB Alert EBV Primer Mix ASR		
1	800424	MGB Alert EBV Probe Mix ASR		
1	800427	MGB Alert Internal Control Set IC1		
1	800499	MGB Alert HHV-6 2.0 Primer Mix ASR		
1	800500	MGB Alert HHV-6 2.0 Probe Mix ASR		
1	800496	MGB Alert Internal Control Set IC2-H		
1	800418	MGB Alert VZV Primer Mix ASR		
1	800419	MGB Alert VZV Probe Mix ASR		
1	800439	MGB Alert Internal Control Set IC1-V		
1	M800737	MGB Alert Internal Control IC2 Template		
1	800497	MGB Alert Adenovirus Primer Mix ASR		
1	800498	MGB Alert Adenovirus Probe Mix ASR		
1	800495	MGB Alert Internal Control Set IC1-A		
1	800336	MGB Alert Enterovirus Primer Mix ASR		
1	800337	MGB Alert Enterovirus Probe Mix ASR		
1	800365	MGB Alert Internal Control Set (MS2-E)		
1	M400451	Parechovirus RUO Detection Reagent		
1	M800740	MGB Alert Internal Control MS2 RNA Template		
1	800437	MGB Alert B. pertusiss/PP. Primer Mix ASR		
1	800438	MGB Alert B. pertusiss/B. PP Probe mix ASR		
1	M800580	MGB Alert Internal Control Set IC2-T		
1	M800601	MGB Alert JCV Primer Mix ASR		
1	M800602	MGB Alert JCV Probe Mix ASR		
1	M800597	MGB Alert HHV8 Primer Mix ASR		
1	M800598	MGB Alert HHV8 Probe Mix ASR		
1	M800600	MGB Alert Internal Control Set IC2-8		
14	800350	MGB Alert CMV 3.0 Primer Mix ASR (480rxns)		

Qty	ELITech Part #	Product Description	Unit Price	Extended Price
14	800404	MGB Alert CMV 3.0 Probe Mix ASR (480rxns)		
14	800432	MGB Alert Internal Control Set IC2-C (480rxns)		
1	800334	MGB Alert EBV Primer Mix ASR (480rxns)		
1	800335	MGB Alert EBV Probe Mix ASR (480rxns)		
1	800360	MGB Alert Internal Control Set IC1 (480rxns)		
1	M800693	MGB Alert® Platinum Master Mix		
1	M800682	MGB Alert Parvovirus Primer Mix ASR		
1	M800683	MGB Alert Parvovirus Probe Mix ASR		
1	M800584	Elite MGB HSV 1&2 Kit		
289	INT032SP200	ELITe InGenius/BeGenius® SP 200		
289	INT032CS	ELITe InGenius/BeGenius® SP 200 C. Set		
73	INT035PCR	ELITe InGenius/BeGenius® PCR Cassette		
30	M800694	MGB Alert Platinum Master Mix (480rxns)		
139	925-CAP	SONICATION TUBE CAPS, 100/BAG		
1	M800726	MGB Alert BKV v3.0 Primer Mix, 48 rxn		
1	M800727	MGB Alert BKV v3.0 Probe Mix, 48 rxn		
1	M800728	MGB Alert Internal Control Set IC1 DSQ, 48 rxn		
16	M800732	MGB Alert BKV v3.0 Primer Mix, 480 rxn		
16	M800733	MGB Alert BKV v3.0 Probe Mix, 480 rxn		
16	M800734	MGB Alert Internal Control Set IC1 DSQ, 480 rxn		
1	M400656	PAN Aspergillus RUO Detection Reagent Mix		
1	M400853	Monkeypox-Orthopox RUO Detection Reagent Mix		

Instrumentation Total:	0.00
Annual Total:	792331.90
First Year Total:	792331.90

- The order amounts above are estimates only and are subject to change due to Hospital's needs.

EXHIBIT B
REAGENT ORDERING & SERVICE SUPPORT

INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: **REAGENT ORDERING & SERVICE SUPPORT** (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER

FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	**3.**
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

2. //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

COMPANY'S BEST KEY RATING

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	[ ] CLAIMS-MADE [X] OCCUR.						MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	[ ] POLICY [X] PROJECT [ ] LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[ ] HIRED AUTOS							$	
	[ ] NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X					[ ] WC STATU-TORY LIMITS [ ] OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$	
							E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	$(U)	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REAGENT ORDERING & SERVICE SUPPORT – CPR 8163

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: **REAGENT ORDERING & SERVICE SUPPORT**

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this Agreement, identified as **REAGENT ORDERING & SERVICE SUPPORT**;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

□ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	ElitechGroup MDX LLC	
(Include d.b.a., if applicable)		
Street Address:	21720 23rd Drive SE Suite150	**Website:** https://elitechgroudev.wpengine.com/
City, State and Zip Code:	Bothell Washington 98021	**POC Name:** **Email:** s.johnston@elitechgroup.com
Telephone No:	925-495-9492	**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)
Scott Johnston	General Manager	0%

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

Scott Johnston
Print Name

General Manager
Title

1/18/2023
Date

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

* 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:	**340B Split Billing Services Agreement and Contract Pharmacy Services Agreement with Verity Solutions Group, 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 340B Split Billing Services Agreement and the 340B Contract Pharmacy Services Agreement with Verity Solutions Group, Inc. for 340B administrator services; authorize the Chief Executive Officer to execute any extension options and amendments within his yearly 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: 3000717200 Funded Pgm/Grant: N/A
Description: 340B Split Billing Services (SB); Contract Pharmacy Services (CPS)
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
NRS 332.115(1)(h) – Software
Term: SB - 3/1/2023 to 2/28/2026; CPS - 3/1/2023 to 2/28/2026 with one 12-month renewal option

Amount:

CPS - NTE $600,000.00 per year or NTE $2,400,000.00 for four (4) years

SB -

Split Billing One-Time Fee	$4,500
Split Billing Fee ($2,888/month)	$34,656 per year
Owned Outpatient (split match) One-Time Fee	$1,800
Owned Outpatient (split match) Fee ($903/month)	$10,836 per year

SB Total cost for three (3) years is $142,776.00

Out Clause: CPS - 60 days without cause prior to the end of the Initial Term or any subsequent Renewal Term; Budget Act/Fiscal Fund Out

Cleared for Agenda
February 22, 2023

Agenda Item #
16

BACKGROUND:

This request is to enter into a new 340B Split Billing Services Agreement ("SB Agreement") and a new 340B Contract Pharmacy Services Agreement ("CPS Agreement") with Verity Solutions Group, Inc. ("Verity") to replace UMC's current 340B third party administrator to improve the delivery of discounted drugs, increase savings, and remain compliant with the current 340B program requirements.

UMC shall subscribe to the V340B Split Billing which is a virtual inventory system solution ("Solution") that offers pharmaceutical order visibility, audit trails and other reporting metrics. The Solution shall accumulate all drug dispenses, track all 340B purchases from vendors, and automatically splits replenishment orders for eligible medications into as many UMC wholesaler accounts (e.g., 340B, GPO and WAC purchasing accounts) to obtain best price logic, charge description master (CDM) mapping alerts and central distribution support. Staff also requests authorization for the Hospital CEO to execute any extension options and amendments within his yearly delegation of authority if deemed beneficial to UMC.

For the CPS Agreement, UMC shall subscribe to the web-based 340B processor services where Verity will assist UMC: (i) to register with eligible pharmacies with The Office of Pharmacy Affairs to dispense prescriptions on behalf of UMC's eligible patients, (ii) offer 340B patient discounts for the uninsured and underinsured, (iii) manages and automates 340B replenishment to enable pharmacies to self-order thus minimizing large costly inventory levels, and (iv) collect all net payments from contract pharmacies and remit payment back to UMC (net of any fees owed to Verity). Staff also requests authorization for the Hospital CEO to execute any extension options and amendments within his yearly delegation of authority if deemed beneficial to UMC.

UMC's Pharmacy Director has reviewed and recommends approval of the SB Agreement and the CPS Agreement. The agreements have been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required because these Agreements are for the provision of remote services.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

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VERITY 340B CONTRACT PHARMACY SERVICES AGREEMENT FOR HEALTHTRUST PARTICIPANTS

Agreement Summary

DATE OF OFFER: 6/23/22

This VERITY 340B CONTRACT PHARMACY SERVICES AGREEMENT ("**Agreement**") is made and effective as of March 1, 2023 ("**Effective Date**") by and between the following parties:

"Verity"	Attention: Legal Department
Verity Solutions Group, Inc.	
12131 113th Ave. NE, Suite 200	Phone: (425) 947-1940
Kirkland, Washington 98034	Fax: (425) 947-1940

"Customer"	Attention: Contracts Management
University Medical Center of Southern Nevada	Email: ContractSpecialist@umcsn.com
1800 W. Charleston Blvd	Phone: N/A
Las Vegas, NV 89102	Fax: N/A
Customer A/P and Billing Information	**Billing Address if Different from Above**
AP/Billing Contact:	Address:
Phone:	City/State/Zip:
E-mail:	

This Agreement arises out of the Purchasing Agreement between HealthTrust Purchasing Group, L.P. and Verity dated September 10, 2020 (HPG-63140) ("HealthTrust Agreement"). To the extent the terms of this Agreement conflict with the terms of the HealthTrust Agreement, the terms of this Agreement shall control.

This Agreement is comprised of the following documents and is entered into by the parties as of the Effective Date set forth above:

1. Agreement Summary
2. Standard Terms and Conditions
3. Exhibit A: Verity 340B Contract Pharmacy Description
4. Exhibit B: Pricing and Payment Terms
5. Exhibit C: Service Level Policy

Each party causes this Agreement to be executed by its duly authorized representative.

By: DocuSigned by: 3BAE5833CB5941F...	By:
Printed Name: Jon Sortland	Printed Name: Mason Van Houweling
Title: Chief Financial Officer	Title: CEO
Date: 2/3/2023	Date:
VERITY SOLUTIONS GROUP, INC.	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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Standard Terms and Conditions

1. Definitions.

1.1. "**340B Act**" refers to Section 340B of the Public Health Services Act, enacted by Section 602 of Public Law 102-585, the Veteran's Health Care Act of 1992. The 340B Act provides for price limitations on certain Covered Drugs purchased by qualified entities.

1.2. "**340B Contract Pharmacy Services**" or "**V340B Contract Pharmacy Services**" means the web-based 340B processor services further described on Exhibit A.

1.3. "**340B Savings**" means the difference between Contract Pharmacy's acquisition cost (set forth in the applicable Pharmacy Services Agreement) and Covered Entity's price under the 340B Act.

1.4. "**Accumulated Dispense**" means a Matched Dispense that is accumulated by Verity as eligible for replenishment under the 340B Act because it meets Customer's and Contract Pharmacy's agreed-upon criteria for accumulating Matched Dispenses. In the absence of written agreement otherwise, Accumulated Dispenses will include all Matched Dispenses except for (a) Medicaid fee for service claims, (b) managed Medicaid claims, or (c) claims with fill/service dates that occurred prior to the contract start date, or prior to the Covered Entity's registration date.

1.5. **"Confidential Information"** means: (a) any information marked confidential or proprietary; (b) the 340B Contract application and services, features and user interface and any non-public information relating to either party's software, business plans, designs, products, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how; and (c) the terms and conditions of this Agreement. "Confidential Information" does not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of, or inducement by the receiving party; (ii) is known and has been reduced to tangible form by the receiving party prior to the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party without reliance on the disclosing party's information/materials; or (iv) is lawfully obtained from a third party that has the right to make such disclosure.

1.6. **"Contract Pharmacy"** means a pharmacy (whether retail, specialty or otherwise) that has executed a Pharmacy Services Agreement with a Covered Entity to provide contracted pharmacy services to the Covered Entity's patients.

1.7. **"Covered Drug"** means a covered outpatient drug, as such term is defined in Section 1927(k) of the Social Security Act, 42 U.S.C. 1396r-8(k)(2) and (3).

1.8. **"Covered Entities"** means certain health care organizations eligible to purchase Covered Drugs at reduced prices under the 340B Act.

1.9. **"Customer"** means the legal entity identified on the cover page of this Agreement. The party signing this Agreement represents and warrants that it has the requisite authority to contract on behalf of and bind all Covered Entities receiving services under this Agreement, as listed on Schedule 1.

1.10. "**Customer Data**" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through 340B Contract Pharmacy Services.

1.11. **"Documentation"** means all user guides and other published written documentation provided by Verity to Customer. Documentation does not include any materials or information prepared by a third party.

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1.12. "**Matched Dispense**" means a Covered Drug dispense that was prescribed to a patient by a provider and dispensed to such patient at a Contract Pharmacy. This determination is based exclusively on Customer's encounter data, provider file, and Contract Pharmacy's claims data (all, as further described in Verity's data specifications).

1.13. "**Order**" means an order for replenishment inventory made by Customer, Contract Pharmacy or Verity via the V340B Contract Pharmacy interface, based upon available Accumulated Dispenses. Orders may be placed via the V340B Contract Pharmacy application and will be placed on Customer's 340B purchasing account; shipped to the applicable Contract Pharmacy as replenishment inventory; and invoiced by Verity to the Contract Pharmacy.

1.14. **"Pharmacy Services Agreement"** means the pharmacy services agreement that has been executed between a Covered Entity and a Contract Pharmacy that sets forth the details of the arrangement as between the parties.

1.15. **"Replenished Dispense"** means an Accumulated Dispense that has been used towards an Order for replenishment inventory.

1.16. **"Retail Contract Pharmacy"** includes any independent pharmacy, supermarket pharmacy, chain pharmacy or a mass merchandiser pharmacy having a state license to dispense medications to the general public at retail prices as a pharmacy.

1.17. **"Specialty Contract Pharmacy"** is a contract pharmacy that exclusively dispenses Specialty Drugs.

1.18. **"Specialty Drug"** is a prescription drug that V340B Contract Pharmacy recognizes as one of the following: (a) a medication that has limited access; a medication that requires special handling or storage requirements, (b) a medication that requires special handling or storage requirements, special administration or monitoring, (c) a medication that is self-injectable (non-insulin), or (d) a high cost oral medication.

1.19. "**Transaction**" means each transaction included in a Contract Pharmacy's claims data, as provided by either Contract Pharmacy or their third-party switch provider to Verity.

1.20. **"Verity Fees**" means the fees paid to Verity in exchange for a subscription to V340B Contract Pharmacy Services, as described in Exhibit B: Pricing and Payment Terms. Unless otherwise agreed to in writing, Verity Fees will be deducted from amounts remitted to Verity by Contract Pharmacy prior to remittance of funds to Customer.

All other capitalized terms have the meanings assigned to them in this Agreement.

2. 340B Contract Pharmacy Services.

Subject to the terms and conditions of this Agreement, Verity hereby grants Customer a limited, non-exclusive, non-transferable right, without the right to sublicense, to use the 340B Contract Pharmacy Services and the Documentation during the Term. In addition to any other restrictions herein, Customer will not: (a) remove, modify or obscure any proprietary rights notices on any Documentation; (b) modify or create derivative works of the Documentation; (c) electronically transfer or otherwise disclose the Documentation outside of Customer's organization; (d) use the 340B Contract Pharmacy Services in any renting, leasing or sharing arrangement or allow any third-party to have access; or (e) publish or disclose the results of any benchmark tests or other performance assessment for the 340B Contract Pharmacy Services. Any Customer Data and any materials or equipment furnished to Verity by Customer in connection with any of the 340B Contract Pharmacy Services shall be deemed proprietary to Customer.

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3. Professional Services.

In connection with the 340B Contract Pharmacy Services, Verity will provide implementation, hosting (by Amazon Web Services) and support services (collectively, "**Professional Services**") during the Term. Implementation of the 340B Contract Pharmacy Services will commence following the Effective Date of this Agreement, as agreed to between the parties. Support services will be provided in accordance with Verity's Service Level Policy, attached hereto as Exhibit C. Any Professional Services requested outside of Verity's standard services will be detailed in a mutually agreeable work order setting forth scope and fees. Verity commits to providing Covered Entity a designated account manager, biweekly working meetings and an annual business review. Verity shall maintain healthcare professional liability and managed care errors and/or omissions insurance covering negligent acts including losses arising out of the rendering of or failure to render professional services under this Agreement, whether committed or alleged to have been committed by Verity or by its employees, or others for whom Verity is legally responsible, with minimum limits of $5 million per claim or aggregate. Verity shall also maintain Technology Errors & Omissions policy which may include data privacy and security insurance/cyber liability insurance with a limit of no less than $5 million. Verity shall ensure all contractors/subcontractors working under this agreement maintain appropriate levels of insurance based on the services being provided

4. Term.

This Agreement shall commence as of the Effective Date and shall remain in effect for an initial term of thirty-six (36) months from the Effective Date ("Initial Term"). If Customer does not give at least thirty (30) days prior written notice of intent not to renew this Agreement, then at the end of the Initial Term, this Agreement shall renew automatically at then current Verity or HealthTrust pricing (as applicable) for an additional twelve (12) month period (together, the "**Term**"). Notwithstanding anything to the contrary, to the extent Verity is providing the V340B Contract Pharmacy Services to Customer, then this Agreement shall govern. All Pharmacy Services Agreements processed by Verity under this Agreement shall remain in effect in accordance with their terms until Customer notifies Verity in writing of termination.

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 Customer for the then current fiscal year under the Local Government Budget Act. The 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 the Agreement. Customer 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 Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

5. Customer Obligations.

5.1. Customer shall promptly provide reasonable assistance as Verity may reasonably request in connection with Verity's performance of its obligations under this Agreement including, without limitation, setup, implementation, testing and performance of the 340B Contract Pharmacy Services. The parties agree that all technical specifications and/or all necessary requirements of Customer essential for the setup, implementation, testing and performance of the 340B Contract Pharmacy Services have been communicated to Customer in advance of the Effective Date. In addition, Customer shall timely, upon reasonable advanced written notice to Customer, provide

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all requested data and relates files to Verity in accordance with Verity's data specifications, which may be updated from time to time ("**Verity Data Specifications**"). Customer is responsible for ensuring that all Protected Health Information, as such term is defined under the Health Insurance and Accountability Act of 1996, as amended ("HIPAA"), is encrypted at the source prior to being transmitted to Verity's sFTP server. To the extent Customer does not comply with this requirement, and the Protected Health Information is verified to have been intercepted by a third party before it is received by Verity due to Customer's unencrypted transmittal, then notwithstanding anything herein, Verity shall not be responsible for damages, penalties and costs associated with such disclosure. Furthermore, Customer agrees to timely (a) execute any documents or authorizations necessary for Verity to procure claims data from the Contract Pharmacy, (b) assist with enabling an interface between V340B Contract Pharmacy and Customer's wholesalers (via ACH transfer if required), (c) provide Verity with fully executed copies of all Pharmacy Services Agreements for which Verity is acting as the processor, (d) provide all requested data to Verity in accordance with Verity's data specifications, and (e) provide requested direction to the Verity implementation team on all configuration details. Customer may provide suggestions, comments or other input to Verity relating to V340B Contract Pharmacy Services ("**Feedback**"). Between the parties, Verity will own all Feedback and will be free to use Feedback without obligation or restriction of any kind. Customer shall also ensure that all necessary consents and approvals have been obtained in order to provide all required data to Verity in accordance with the Verity Data Specifications.

5.2. Pharmacy Services Agreements. Customer will ensure that all Pharmacy Services Agreements to which it is a party and for which Verity will act as the processor clearly sets forth the following details: (a) Contract Pharmacy dispense fees (based on an approved formula), which will be deducted from amounts due to Covered Entity unless otherwise agreed to, (b) any restrictions on which Matched Dispenses should be counted as Accumulated Dispenses , (c) the price at and/or the process by which the inventory will be replenished (e.g., reference price model, reimbursements model, etc.), (d) which Covered Drugs should be excluded from the program, (e) whether Medicaid and/or Managed Medicaid transactions will be carved in or carved out, and (e) any additional details that Verity needs to be aware of for purposes of implementing V340B Contract Pharmacy Services for Customer. Customer may enter into and terminate Pharmacy Services Agreements in its discretion; provided, that it gives Verity at least thirty (30) days advance written notice of any new or terminated relationships. Notwithstanding the foregoing, if Customer terminates a contract pharmacy engagement within ninety (90) days of go-live of that particular engagement, then Customer will pay to Verity a fee of $1,000 to cover Verity's setup costs. Customer is responsible for vetting all Contract Pharmacy partners and will be responsible for any errors or omissions on the part of any Contract Pharmacy.

5.3. Alternative Processors. To the extent Customer requests that Verity send any reports or other Customer data to a third party (e.g., Macro Helix for a Walmart engagement), Customer assumes all responsibility associated with such request including, but not limited to, entering into any required Business Associate Agreement with such third party; ensuring that any method of transmission is in compliance with applicable laws and its own policies; and ensuring that all necessary patient consents are in place for such transfer of data.

6. Fees.

6.1. Customer will pay to Verity the Verity Fees during the Term of the Agreement as described in Exhibit B: Pricing and Payment Terms. To the extent Customer intends to enter into a Pharmacy

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Services Agreement with a Contract Pharmacy that necessitates an alternative fee structure, then Customer agrees to execute an Addendum to this Agreement prior to implementing such Contract Pharmacy. Customer will also be responsible for paying any third-party fees that are imposed in connection with implementing any particular contract pharmacy relationship including, but not limited to, fees imposed by pharmacy hub providers and/or switch providers. The parties agree that Verity may deduct all Verity Fees from amounts collected from a Contract Pharmacy prior to remitting funds collected to Customer. Any offset of dispense fees as between the Contract Pharmacy and Customer will be governed by the applicable Pharmacy Services Agreement, and Verity will have no liability for Contract Pharmacy dispense fees.

6.2. Verity will use commercially reasonable efforts to collect the fees for Replenishment Inventory from each Contract Pharmacy and remit back to Covered Entity within ten (10) business days. Notwithstanding anything to the contrary, Verity will not be liable to the extent a Contract Pharmacy fails to remit funds for Replenishment Inventory, and Customer agrees to hold Verity harmless for any such losses. Any collection efforts will be the sole responsibility of Customer.

6.3. Default. If Customer fails to make any payment to Verity when due and payable under this Agreement and further fails to pay the outstanding amount within 30 days of the date of its receipt of written notice from Verity of such failure then Verity, in addition to any and all other rights available under applicable law, have the right to immediately terminate this Agreement by giving written notice to Customer.

7. Confidentiality.

Each party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information, but in no event less than a commercially reasonable degree of care. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. No ownership or license rights are granted in any Confidential Information. Notwithstanding the foregoing, either party may disclose any information in accordance with judicial or other governmental order, provided that the receiving party gives the disclosing party reasonable notice prior to such disclosure and will comply with any protective order or equivalent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Verity will not acquire any rights in any Customer Data except Verity may de-identify and collect, aggregate, compile, use and publish any data collected by Verity in performance of the 340B Contract Pharmacy Services (collectively, "**Analytics Data**"). Verity may use, disclose and retain at all times the Analytics Data in its discretion; provided that such Analytics Data shall be anonymous as to Customer, and is de-identified in accordance with the HIPAA rules. 45 CFR 164.514. The Business Associate Agreement ("BAA") between the parties, and attached hereto as **Exhibit D**, will govern any unauthorized use or disclosure by Verity, its employees, agents or subcontractors of individually identifiable information.

PUBLIC RECORDS: Verity 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 Verity has claimed to be confidential and proprietary, Customer will immediately notify Verity of such demand and Verity shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Verity shall indemnify, defend and hold harmless

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Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Verity documents in Customer's custody and control in which Verity claims to be confidential and proprietary. For the avoidance of any doubt, Verity hereby acknowledges that this Agreement will be publicly posted for approval by Customer's governing body.

8. Representations and Warranties.

8.1. Each party represents and warrants for the benefit of the other party that it is duly organized and validly existing under the laws of the state of its incorporation, has full corporate power and authority to enter into this Agreement and is duly authorized to execute and deliver this Agreement and to perform its obligations.

8.2. Each party represents and warrants that it shall comply with all applicable laws and regulations.

8.3. Customer represents and warrants that data and information provided to Verity reflects accurate and complete information and is in accordance with the Verity Data Specifications, which Customer has had an opportunity to review prior to signing this Agreement.

8.4. Verity warrants that 340B Contract Pharmacy Services will perform substantially in accordance with the Documentation and the Service Level Policy.

8.5. Verity agrees to use commercially reasonable administrative, technical, organizational and physical security measures designed to prevent unauthorized access, use, alteration or disclosure of the Customer Data that are no less rigorous than: (i) generally accepted industry security policies and standards; (ii) those used by Verity with respect to its own data; and (iii) are necessary to comply with applicable law.

9. Disclaimer of Warranty.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8 AND THE WARRANTIES IN THE HEALTHTRUST AGREEMENT, THE 340B CONTRACT PHARMACY SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTIES EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 8 AND THE WARRANTIES IN THE HEALTHTRUST AGREEMENT, VERITY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT 340B CONTRACT PHARMACY SERVICES WILL CAPTURE ALL AVAILABLE 340B ELIGIBLE DISPENSES OR ANY WARRANTY THAT A DRUG IS COMMERCIALLY AVAILABLE (I.E SUBJECT TO A DRUG SHORTAGE). Without limiting the foregoing, Customer acknowledges that it has selected Verity's V340B Contract Pharmacy Services based on its own knowledge of its internal use and legal requirements, and Verity will not be responsible for any losses caused, directly or indirectly, by the data provided by Customer or any third party to Verity, or the interruption or loss of use of 340B Contract Pharmacy Services.

10. Indemnity.

Verity will defend and indemnify Customer against any claims made by an unaffiliated third-party that the use of the 340B Contract Pharmacy Services in compliance with this Agreement infringes a valid U.S. patent, copyright or trademark or misappropriates a trade secret of such third party; provided that Customer gives Verity prompt written notice of any such claim, and control of the defense and settlement. Customer will have the right, at its option, to participate in the settlement or defense of any such claim, with its own counsel and at its own expense. Verity will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information,

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at Verity's expense. If the 340B Contract Pharmacy Services become or in Verity's opinion are likely to become the subject of an indemnified claim, Verity may at its option (a) procure for Customer the right to continue using the 340B Contract Pharmacy Services; (b) replace or modify the 340B Contract Pharmacy Services so that they become non-infringing; or (c) terminate Customer's rights to use and access the allegedly infringing 340B Contract Pharmacy Services and refund any payments made for future periods. The foregoing states the entire liability of Verity with respect to infringement or misappropriation of intellectual property rights.

11. Limitation of Liability and Limitation on Damages.

11.1. EXCEPT FOR: (I) THE INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 10, (II) A BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 7, (III) VERITY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (IV) A MATTER COVERED UNDER THE INFORMATION SECURITY AGREEMENT BETWEEN VERITY AND HEALTHTRUST PURCHASING GROUP, L.P., VERITY'S TOTAL LIABILITY, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED TWO MILLION DOLLARS.

11.2. EXCEPT FOR: (I) THE INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 10, (II) A BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 7, (III) VERITY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (IV) A MATTER COVERED UNDER THE INFORMATION SECURITY AGREEMENT BETWEEN VERITY AND HEALTHTRUST PURCHASING GROUP, L.P., IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE PRODUCTS OR IN ANY OTHER WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Termination.

12.1. Either party may terminate this Agreement thirty (30) days after providing notice to the other party of any material breach of this Agreement, if that breach remains uncured by the end of the thirty (30) day period, or sixty (60) days after providing notice for its convenience.

12.2. Either party may terminate this Agreement at any time if there are no longer any Pharmacy Services Agreements being managed by Verity by providing Verity with sixty (60) days advance written notice.

Upon termination, Customer will timely pay all outstanding Verity Fees up to the date of termination including, but not limited to, all fees paid by Verity for switch data purchased prior to the date of termination. Within ten (10) days following expiration or termination of this Agreement, each party will return to the disclosing party all full and or partial copies of the Documentation and any Confidential Information in the receiving party's possession.

12.3. Promptly after termination of, or the expiration of the term of this Agreement, Verity will make available to Customer data exports for Customer to download all Customer's Data stored by Verity during the Term of this Agreement for historical purposes. The format of the data will be Microsoft Excel and/or .csv files. Customer will also be granted one (1) year of read only access through the online Verity customer portal. Access shall allow customer to utilize all online tools to view data and generate system reports and/or data exports.

13. Assignment.

Neither party shall directly or indirectly, sell, assign, transfer, pledge or encumber any of its rights or delegate any of its duties or obligations under this Agreement, including any transfer of rights due to

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change of operation or control of a party either by merger, acquisition, or operation of law whereby the current controlling person or group no longer directs its operations, without the prior written consent of the other party. Any purported transfer in violation of this Section will be null and void.

14. Notices and Requests.

All notices, authorizations, reports, statements and requests in connection with this Agreement will be deemed received: (a) five days after the day they are deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (b) sent by overnight courier, charges prepaid; and addressed as to each of the parties at the addresses listed in the Agreement Summary attached hereto.

15. Governing Law; Attorney's Fees.

If not otherwise provided herein, the laws of the State where the Customer is located shall govern this Agreement and Verity consents to the exclusive jurisdiction in the state and federal courts sitting of such State.

16. Severability.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

17. Independent Contractors.

Verity and Customer are independent parties and this Agreement creates a non-exclusive relationship. Nothing in this Agreement creates an employer-employee relationship, a partnership, or a joint venture between the parties.

18. Subcontractors.

Verity may, in its sole discretion, engage the services of one or more subcontractors to perform any of its duties under this Agreement; provided that Verity will remain responsible to Customer for any services provided by such subcontractors hereunder.

19. Force Majeure.

Failure of either party to perform its obligations under this Agreement (except the obligation to make payments) will not subject such party to any liability to the other if such failure is caused by acts of God, transportation conditions, materials shortages, supplier delays, riot, sabotage, embargo, strikes or any other cause beyond the reasonable control of such party. Verity shall immediately provide notice to Customer that a force majeure event has occurred and to the extent acceptable to Customer, the parties will adjust applicable performance time periods referenced herein accordingly so that neither party is held liable for the failure to meet such dates as a result of a force majeure event. The affected party will resume the performance of its obligations as soon as practicable after the force majeure event has ceased; provided however that if Verity is not able to continue providing services 60 days after declaring a force majeure event, Customer shall have the right to immediately terminate this Agreement.

20. Taxes.

All amounts payable under this Agreement are exclusive of any sales, use and all other taxes or duties, whether currently imposed or imposed in the future (but excluding taxes on Verity net income) (collectively "**Taxes**"). Customer will be responsible for all Taxes without offset or deduction.

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21. **Intentionally Omitted**.

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22. **Prior Agreement.** Any prior agreement, purchase order or other terms and condition between the parties with regard to the provision of Contract Pharmacy services ("Prior Agreement") is hereby superseded by this Agreement and the Prior Agreement is hereby terminated.

23. **Entire Agreement**.

This Agreement and the HealthTrust Purchasing Agreement constitute the complete understanding between Verity and Customer with respect to its subject matter, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements. This Agreement may not be amended except in a paper writing (e.g., not via email) duly signed by authorized representatives of Verity and Customer respectively.

24. **Survival.** Upon expiration or termination of this Agreement, those terms that should be reasonably construed to survive the termination of this Agreement shall survive.

25. **Non-Excluded Healthcare Provider**

Verity 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. Verity 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 Verity or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").

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Schedule 1
List of Customer Covered Entities

1. University Medical Center of Southern Nevada
   1800 W. Charleston Blvd
   Las Vegas, NV 89102
   340B ID Number: DSH290007

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EXHIBIT A

V340B® Contract Pharmacy Product Description

At a high level, Verity 340B™ Contract Pharmacy Services includes the following features and services:

- Upon request, Verity Solutions shall assist Covered Entity with registering each Contract Pharmacy relationship with The Office of Pharmacy Affairs during one of the quarterly registration periods; provided, that per the US Department of Health and Human Services regulations, Covered Entity is ultimately responsible for completing and verifying all Contract Pharmacy registrations.
- V340B Contract Pharmacy shall identify all Matched Dispenses and track all Accumulated Dispenses based upon Covered Entity's and Contract Pharmacy's Pharmacy Services Agreement as well as the data provided by Covered Entity and Contract Pharmacy.
- V340B shall facilitate orders for replenishment inventory on Covered Entity's wholesaler account for shipment to Contract Pharmacy, and all Accumulated Dispenses at contract pharmacy shall be decremented accordingly.
- V340B shall make available an invoice to Contract Pharmacy for payment of the replenishment inventory at a price agreed to between Covered Entity and Contract Pharmacy and set forth in the applicable Pharmacy Services Agreement.
- Unless otherwise agreed by Verity, Verity Solutions shall collect all payments from Contract Pharmacy net of any dispense fees owed to Contract Pharmacy (as set forth in the applicable Pharmacy Services Agreement), and shall remit payment back to Covered Entity net of any fees owed to Verity Solutions.
- Covered Entity will have the ability to view within the V340B web portal all Matched Dispenses, Accumulated Dispenses, Replenished Dispenses, invoices, dispense fees and associated savings among other metrics.

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Exhibit B

Verity Fees: Pricing and Payment Terms

1. Retail Contract Pharmacy

Fee Type	Amount
Monthly administrative fee per each distinct Contract Pharmacy location (i.e., physical address)	$1,100*

2. Specialty Contract Pharmacy – Strategic & Community Markets (except FQHC)

Fee Type	Amount
Monthly administrative fee per Specialty Contract Pharmacy entity (per pharmacy physical location)	$1,250.00

3. Home Infusion Contract Pharmacy

Fee Type	Amount
Monthly administrative fee per Contract Pharmacy entity (per pharmacy physical location)	$1,250.00

4. Pharmacy Home Delivery

Fee Type	Amount
Monthly administrative fee per Contract Pharmacy entity (per pharmacy physical location)	$1,250.00

5. Hemophilia Contract Pharmacy

Fee Type	Amount
Per assay unit replenished	$0.025
Reversal fee	$0.012
Implementation fee	$12,000.00

6. Referral Claims Capture

Fee Type	Amount
Referral Claim Capture for: Retail Contract Pharmacy, Specialty Contract Pharmacy & Home Infusion Contract Pharmacy Referral Dispenses. Fee is assessed when the eligible referral script is used to back a replenishment order. (Percentage of gross 340B Savings based on reimburse amount or reference price less CE acquisition cost.)	7.5%

7. Verity Care Card

Fee Type	Amount
Per Net Claim*	$1.50

*For purposes of the Verity Care Card, a "**Net Claim**" is a paid prescription through the system where each positive claim (paid) is counted as +1 and each negative claim (reversal) is counted as -1. Rejected claims are not counted within this total. Verity's subcontractor, ProCare, assists in the management and administration of the Verity Care Card, and as such, Customer consents to transfer of Customer information and data to ProCare. Care Card terms and conditions are as set by ProCare and available to Customer upon request. Customer assumes

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all responsibility and risk associated with (a) Care Card eligibility determination, (b) loss or transfer of the Care Card, and (c) misuse of the Care Card. Customer is solely responsible for reimbursing Verity for all VCC paid prescriptions. Invoices shall be sent bi-monthly, with payment due in full within ten (10) days of invoice date. Notwithstanding anything to the contrary, Customer will pay a 1.5% penalty on the outstanding balance if payment is not received within such timeframe.

All Verity Fees above apply per each separate Covered Entity covered under this Agreement. All Verity Fees will begin accruing immediately upon your first Accumulated Dispense in V340B Contract Pharmacy; provided, that, Verity will not begin invoicing until after implementation of the applicable contract pharmacy.

All Verity Fees above apply per each separate Covered Entity covered under this Agreement. All Verity Fees will begin accruing immediately upon your first Accumulated Dispense in V340B Contract Pharmacy; provided, that, Verity will not begin invoicing until after implementation of the applicable contract pharmacy.

*Within thirty (30) days following any calendar quarter during the term, Customer may request in writing a report showing monthly fees vs. 340B Savings for any particular CE/CP relationship. To the extent the quarterly fee of $3,300 exceeds 50% of 340B Savings for any given CE/CP relationship during that calendar quarter, then Customer may request in writing within thirty (30) days of receiving said report that a credit be applied that is equal the amount by which $3,300 exceeds 50% of quarterly 340B Savings. The preceding notwithstanding, Verity shall receive a minimum monthly fee of $300 for any given CE/CP relationship.

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Exhibit C

Service Level Policy

VERITY SERVICE LEVEL POLICY

This Verity Service Level Policy ("**Service Policy**") will apply to Customer's production environment of the Verity 340B Cloud Services during Customer's subscription term. All capitalized terms used herein and not separately defined with have the meanings given to them in Customer's master services agreement ("**Master Agreement**"). This Service Policy may be updated from time to time, in Verity's discretion.

1. Definitions. When used in this Service Policy, the following capitalized terms will have the following meanings:

"**Downtime**" means the Verity 340B Cloud Services are not available for use according to Verity's performance and monitoring services. Downtime does not include Emergency Downtime or Scheduled Downtime.

"**Emergency Downtime**" means those times where Verity becomes aware of a vulnerability which Verity deems to require immediate remediation and, as a result, the Verity 340B Cloud Services are temporarily unavailable in order for Verity to address the vulnerability.

"**Monthly Uptime Percentage**" means the total number of minutes in the calendar month, minus the number of minutes of Downtime during the calendar month, divided by the total number of minutes in the calendar month, times 100.

"**Scheduled Downtime**" means those times where Verity notifies Customer of periods of system Downtime in advance of such Downtime. There will be no more than thirty (30) hours of scheduled Downtown per calendar year.

"**Service Credit**" means the credit that may be provided to Customer according to the following schedule:

One Week Credit (99.4% - 97%)	Includes seven (7) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 99.4% and 97%.
Two Week Credit (96.9% - 92%)	Includes fourteen (14) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 96.9% and 92%.
One Month Credit (<92%)	Includes thirty (30) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is less than 92%.

"**Verity 340B Cloud Services**" means the cloud-based software ordered by Customer pursuant to the Master Agreement and made available to Customer over the internet by Verity Solutions.

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2. Verity's Uptime Commitment. The 340B Cloud Services will be available to Customer 99.5% of the time in any calendar month not taking into account any Scheduled Downtime or Emergency Downtime ("**Uptime Commitment**"). If Verity fails to meet its Uptime Commitment in a given calendar month during Customer's subscription term and while Customer is in compliance with its Master Agreement, then as Customer's sole and exclusive remedy, Customer may be eligible for a Service Credit.

2.1 Procedures for Service Credits. In order to receive a Service Credit, Customer must notify Verity in writing within thirty (30) days of the day Customer becomes eligible to receive a Service Credit. Verity will review any request for a Service Credit within thirty (30) days, and to the extent a Service Credit is owed (as determined by Verity's monitoring services), Verity will apply the same to a future billing cycle. Service Credits may only be applied to Customer's invoice, and may not be exchanged for monetary compensation. Service Credits are the sole and exclusive remedy for failure to meet the Uptime Commitment.

2.2 Exclusions. The Uptime Commitment does not apply to any performance issues: (a) caused by factors outside of Verity's reasonable control; (b) that resulted from any actions or inactions from Customer or any third parties including Verity's hosting infrastructure contractors; or (c) that resulted from Customer's equipment and/or third party equipment not within the control of Verity. The Uptime Commitment also does not apply during any period that Customer is not paying subscription fees to Verity (e.g., a free trial period).

3. Product Releases. During Customer's subscription term so long as Customer is in compliance with all terms of its agreement(s) with Verity, Customer will have access to to all generally available fixes, patches, updates and upgraded versions of the Verity 340B Cloud Services in accordance with Verity's product roadmap and release cycle. Where practical, Verity will schedule such activities during Scheduled Downtime.

4. Customer Support. As part of Customer's subscription to the Verity 340B Cloud Services, Verity provides product support for issues related to the Verity 340B Cloud Services ("**Support**"). For clarity, Support does not include (a) assisting Customer with preparing its data for submission to Verity, (b) remediating incorrect data, (c) retrieving any data or reports from the system on Customer's behalf, (d) assisting Customer with a change to Customer's EMR (version or product), (e) adding a new or changing an existing wholesaler account outside of what is included in Customer's implementation package, or (f) any other requests that relate to Customer adding or changing third-party hardware or software. All Support will be provided remotely utilizing screen share, phone and email. Customer shall designate a primary point of contact for all Support requests, and the primary contact should be familiar with and trained on the Verity 340B Cloud Services.

4.1. Standard Support Hours. Verity's customer support desk is staffed during the following days/times ("**Standard Support Hours**") (all times are Pacific Standard Time):

- Monday thru Friday: 5:00 a.m. to 6:00 p.m.
- Saturday, Sunday: 8:00 a.m. to 4:00 p.m.
- Holidays: 8:00 a.m. to 1:00 p.m.

For Severity 1 Support issues, Verity may also assign resources during the following additional days/times: Mon thru Friday from 4:00 a.m. thru 8:00 a.m. and again from 5:00 p.m. thru 8:00 p.m. ("**On Call Hours**")

4.2 Submitting Support Requests. Requests for support must include all pertinent information including, but not limited to subject, contact name, site name, product name and a detailed description of the

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issue. Customer must be available to answer questions and assist Verity with duplicating the issue and testing any resolution. All requests for Support should be submitted to Verity via any of the following methods:

Method	Contact	Hours
Email:	support@verity340b.com	Support requests may be submitted by email at all times (24x7x365)
Telephone:	1-800-581-1378	Support requests may be submitted over the phone during Verity Standard Support Hours
Customer Support Portal:	Via the *Feedback & Support* link in the V340B application; or: *https://verity340b.force.com/CustomerSolutions/login*	Support requests may be submitted thru the Customer support portal at all times (24x7x365)

4.3 Response Time. All Support issues reported by Customer shall be assigned a severity level ("**Severity Level**") at the time the Support request is received via one of the methods described in Section 4.2. Verity will use commercially reasonable efforts to respond to and resolve all requests for Support within a reasonable period of time during Standard Support Hours, with it being understood that the below target timelines are estimates only.

Severity Level	Description	Target Initial Response Time
Severity 1	Production application down (not including during Scheduled Downtime or Emergency Downtime) and/or material malfunction of the application that is impacting critical business functions	Within 1 hour from receipt of Support request during Standard Support Hours and On Call Hours
Severity 2	Material degradation of the application performance or functionality	Within 4 hours from receipt of Support request during Standard Support Hours
Severity 3	Issue or question with limited business impact	Within 8 hours from Support request during Standard Support Hours

Customer will have the ability to monitor status of all Support requests, however submitted, via the Verity Customer Support Portal.

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subscription term and while Customer is in compliance with its Master Agreement, then as Customer's sole and exclusive remedy, Customer may be eligible for a Service Credit.

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4. Customer Support. As part of Customer's subscription to the Verity 340B Cloud Services, Verity provides product support for issues related to the Verity 340B Cloud Services ("**Support**"). For clarity, Support does not include (a) assisting Customer with preparing its data for submission to Verity, (b) remediating incorrect data, (c) retrieving any data or reports from the system on Customer's behalf, (d) assisting Customer with a change to Customer's EMR (version or product), (e) adding a new or changing an existing wholesaler account outside of what is included in Customer's implementation package, or (f) any other requests that relate to Customer adding or changing third-party hardware or software. All Support will be provided remotely utilizing screen share, phone and email. Customer shall designate a primary point of contact for all Support requests, and the primary contact should be familiar with and trained on the Verity 340B Cloud Services.

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- Saturday, Sunday: 8:00 a.m. to 4:00 p.m.
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For Severity 1 Support issues, Verity may also assign resources during the following additional days/times: Mon thru Friday from 4:00 a.m. thru 8:00 a.m. and again from 5:00 p.m. thru 8:00 p.m. ("**On Call Hours**")

4.2 Submitting Support Requests. Requests for support must include all pertinent information including, but not limited to subject, contact name, site name, product name and a detailed description of the issue. Customer must be available to answer questions and assist Verity with duplicating the issue and testing any resolution. All requests for Support should be submitted to Verity via any of the following methods:

Method	Contact	Hours

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Email:	support@verity340b.com	Support requests may be submitted by email at all times (24x7x365)
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Customer Support Portal:	Via the *Feedback & Support* link in the V340B application; or: *https://verity340b.force.com/CustomerSolutions/login*	Support requests may be submitted thru the Customer support portal at all times (24x7x365)

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Severity 3	Issue or question with limited business impact	Within 8 hours from Support request during Standard Support Hours

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VERITY 340B SPLIT BILLING SERVICES AGREEMENT FOR HEALTHTRUST PARTICIPANTS

Agreement Summary

DATE OF OFFER: 6/23/22

This VERITY 340B SPLIT BILLING SERVICES AGREEMENT ("**Agreement**") is made and effective as of March 1, 2023 ("**Effective Date**") by and between the following parties:

"Verity"	Attention: Legal Department
Verity Solutions Group, Inc.	
12131 113th Ave. NE, Suite 200	Phone: (425) 947-1940
Kirkland, Washington 98034	Fax: (425) 947-1940

"Customer"	Attention: Contracts Management
University Medical Center of Southern Nevada	Email: ContractSpecialist@umcsn.com
1800 W. Charleston Blvd	Phone: N/A
Las Vegas, NV 89102	Fax: N/A
Customer A/P and Billing Information	**Billing Address if Different from Above**
AP/Billing Contact:	Address:
Phone:	City/State/Zip:
E-mail:	

This Agreement arises out of the Purchasing Agreement between HealthTrust Purchasing Group, L.P. and Verity dated September 10, 2020 (HPG-63140) ("HealthTrust Agreement"). To the extent the terms of this Agreement conflict with the terms of the HealthTrust Agreement, the terms of this Agreement shall control.

This Agreement is comprised of the following documents and is entered into by the parties as of the Effective Date set forth above:

1. Agreement Summary
2. Standard Terms and Conditions
3. Exhibit A: Verity 340B Split Billing
4. Exhibit B: Pricing and Payment Terms
5. Exhibit C: Service Level Policy

Each party causes this Agreement to be executed by its duly authorized representative.

By: DocuSigned by: 3BAE5833CB594...	By:
Printed Name: Jon Sortland	Printed Name: Mason Van Houweling
Title: Chief Financial Officer	Title: CEO
Date: 2/3/2023	Date:
VERITY SOLUTIONS GROUP, INC.	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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Standard Terms and Conditions

1. Definitions.

1.1. **"340B Act"** refers to Section 340B of the Public Health Services Act, enacted by Section 6-2 of Public Law 102-585, the Veteran's Health Care Act of 1992. The 340B Act provides for price limitations on certain drugs purchased by qualified entities.

1.2. **"340B Services"** means the web-based 340B management solution further described on Exhibit A that is made available by Verity to Customer during the Term pursuant to this Agreement.

1.3. **"Confidential Information"** means: (a) any information marked confidential or proprietary; (b) the 340B Services and any non-public information relating to either party's software, products, services, business plans, designs, customers, partners, costs, prices, finances, marketing plans, business opportunities, personnel, research development or know-how; and (c) the terms and conditions of this Agreement. "Confidential Information" does not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of, or inducement by the receiving party; (ii) is known and has been reduced to tangible form by the receiving party prior to the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; or (iv) is lawfully obtained from a third party that has the right to make such disclosure.

1.4. **"Covered Entity"** means a health care organization that is eligible to purchase certain drugs at reduced prices under the 340B Act.

1.5. "**Customer Data**" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through 340B Contract Pharmacy Services.

1.6. **"Documentation"** means all user guides and other published written documentation provided by Verity to Customer. Documentation does not include any materials or information prepared by a third party.

1.7. **"Location"** means a particular Customer site that is enrolled in 340B Services, as set forth on Exhibit B.

1.8. **"Setup Fee"** means one-time implementation charge as described in Exhibit B.

1.9. **"Subscription Fees**" means the recurring monthly fees paid in exchange for the 340B Services, as described in Exhibit B.

All other capitalized terms have the meanings assigned to them in this Agreement.

2. 340B Services.

Subject to the terms and conditions of this Agreement, Verity hereby grants Customer a limited, non-exclusive, non-transferable right, without the right to sublicense, to use the 340B Services and the Documentation during the Term. In addition to any other restrictions herein, Customer will not: (a) remove, modify or obscure any proprietary rights notices on any Documentation; (b) modify or create derivative works of the Documentation; (c) electronically transfer or otherwise disclose the Documentation outside of Customer's organization; (c) use the 340B Services in any renting, leasing or sharing arrangement or allow any third-party to have access; or (d) publish or disclose the results of any benchmark tests or other performance assessment for the 340B Services. Any Customer Data and any materials or equipment furnished to Verity by Customer in connection with any of the 340B Contract Pharmacy Services shall be deemed proprietary to Customer.

3. Professional Services.

In connection with the 340B Services, Verity will provide implementation, hosting (by Amazon Web Services) and support services (collectively, "**Professional Services**") during the Term. Implementation

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of the 340B Services will commence following the Effective Date of this Agreement, as agreed to between the parties. Support services for the 340B Services will be provided in accordance with Verity's Service Level Policy, attached hereto as Exhibit C. Any Professional Services requested outside of Verity's standard services will be detailed in a mutually agreeable work order setting forth scope and fees. Verity shall maintain healthcare professional liability managed care errors and/or omissions insurance covering negligent acts including losses arising out of the rendering of or failure to render professional services under this Agreement, whether committed or alleged to have been committed by Verity or by its employees, or others for whom Verity is legally responsible, with minimum limits of $5 million per claim or aggregate. Verity shall also maintain a Technology Errors & Omissions policy wwith a limit of no less than $5 million. Verity shall ensure all contractors/subcontractors working under this agreement maintain appropriate levels of insurance based on the services being provided.

4. Term.

This Agreement shall commence as of the Effective Date and shall remain in effect for an initial term of thirty-six (36) months from the Effective Date ("Initial Term"). Notwithstanding anything to the contrary, to the extent Verity is providing the 340B Services to Customer, then this Agreement shall govern.

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 Customer for the then current fiscal year under the Local Government Budget Act. The 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 the Agreement. Customer 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 Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

5. Customer Obligations.

5.1. Customer shall promptly provide reasonable assistance as Verity may reasonably request in connection with Verity's performance of its obligations under this Agreement, including without limitation, setup, implementation, testing and performance of the 340B Services. The parties agree that all technical specifications and/or all necessary requirements of Customer essential for the setup, implementation, testing and performance of the 340B Contract Pharmacy Services have been communicated to Customer in advance of the Effective Date. In addition, Customer shall timely, upon reasonable advanced written notice to Customer, provide all requested data and related files to Verity in accordance with Verity's data specifications, which may be updated from time to time ("**Verity Data Specifications**"). Customer is responsible for ensuring that all Protected Health Information as that term is defined under the Health Insurance and Accountability Act of 1996, as amended ("HIPAA"), is encrypted at the source prior to being transmitted to Verity's sFTP server. To the extent Customer does not comply with this requirement, and the Protected Health Information is verified to have been intercepted before it is received by Verity due to Customer's unencrypted transmittal, then notwithstanding any limitations on liability herein, Verity shall not be responsible for damages, penalties and costs associated with such transmission.

5.2. Customer shall ensure that all necessary consents and approvals have been obtained in order to provide all required data to Verity in accordance with the Verity Data Specifications.

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5.3. Customer may provide suggestions, comments or other input to Verity relating to the 340B Services ("**Feedback**"). Between the parties, Verity will own all Feedback and will be free to use Feedback without obligation or restriction of any kind.

6. Fees.

6.1. Customer will pay to Verity a one-time Setup Fee and monthly Subscription Fees during the Term of the Agreement, as described in Exhibit B. All payments made pursuant to this Agreement will be in United States dollars without any rights of offset. Customer shall reimburse Verity for all reasonable costs associated with collection of unpaid fees.

6.2. If Customer fails to make any payment to Verity when due and payable under this Agreement and fails to pay within 30 days of the date of its receipt of written notice from Verity of such failure, Verity shall have the right to immediately terminate this Agreement and/or suspend the 340B Services or Professional Services.

7. Confidentiality.

Each party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information, but in no event less than a commercially reasonable degree of care. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. No ownership or license rights are granted in any Confidential Information. Notwithstanding the foregoing, either party may disclose any information in accordance with judicial or other governmental order, provided that the receiving party gives the disclosing party reasonable notice prior to such disclosure and will comply with any protective order or equivalent. Notwithstanding anything to the contrary, Customer also acknowledges and agrees that Verity will not acquire any rights in any Customer Data except Verity may de-identify and collect, aggregate, compile, use and publish any data and system outputs collected by Verity in performance of the 340B Services (collectively, "**Analytics Data**"). Verity may use, disclose and retain at all times the Analytics Data in its discretion; provided that such Analytics Data shall be anonymous as to Customer, and is de-identified in accordance with the HIPAA rules. 45 CFR 164.514. The Business Associate Agreement ("BAA") between the parties, and attached hereto as **Exhibit D**, will govern any unauthorized use or disclosure by Verity, its employees, agents or subcontractors of individually identifiable information.

PUBLIC RECORDS: Verity 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 Verity has claimed to be confidential and proprietary, Customer will immediately notify Verity of such demand and Verity shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Verity shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Verity documents in Customer's custody and control in which Verity claims to be confidential and proprietary. For the avoidance of any doubt, Verity hereby acknowledges that this Agreement will be publicly posted for approval by Customer's governing body.

8. Representations and Warranties.

8.1. Each party represents and warrants for the benefit of the other party that it is duly organized and validly existing under the laws of the state of its incorporation, has full corporate power and

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authority to enter into this Agreement and is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.

8.2. Each party represents and warrants that it shall ll comply with all applicable laws and regulations.

8.3. Customer represents and warrants that all data and information provided to Verity reflects accurate and complete information and is in accordance with the Verity Data Specifications.

8.4. Verity warrants that the 340B Services will perform substantially in accordance with the Documentation and the Service Level Policy.

8.5. Verity agrees to use commercially reasonable administrative, technical, organizational and physical security measures designed to prevent unauthorized access, use, alteration or disclosure of the Customer Data that are no less rigorous than: (i) generally accepted industry security policies and standards; (ii) those used by Verity with respect to its own data; and (iii) are necessary to comply with applicable law.

9. Disclaimer of Warranty.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8 AND THE WARRANTIES IN THE HEALTHTRUST AGREEMENT, THE 340B SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTIES EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 8 AND THE WARRANTIES IN THE HEALTHTRUST AGREEMENT, VERITY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE 340B SERVICES WILL CAPTURE ALL AVAILABLE 340B ELIGIBLE DISPENSES OR ANY WARRANTY THAT A DRUG IS COMMERCIALLY AVAILABLE (I.E SUBJECT TO A DRUG SHORTAGE). Without limiting the foregoing, Customer acknowledges that it has selected the 340B Services based on its own knowledge of its internal use and legal requirements, and Verity will not be responsible for any losses caused, directly or indirectly, by the data provided by Customer to Verity for the 340B Services or the interruption or loss of use of the 340B Services.

10. Indemnity.

Verity will defend and indemnify Customer against any claims made by an unaffiliated third-party that the use of the 340B Services in compliance with this Agreement infringes a valid U.S. patent, copyright, or trademark or misappropriates a trade secret of such third party; provided that Customer gives Verity prompt written notice of any such claim, and control of the defense and settlement. Customer will have the right, at its option, to participate in the settlement or defense of any such claim, with its own counsel and at its own expense. Verity will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at Verity's expense. If the 340b Services become or, in Verity's opinion, are likely to become the subject of an indemnified claim, Verity may at its option (a) procure for Customer the right to continue using the 340B Services; (b) replace or modify the 340B Services so that they become non-infringing; or (c) terminate customer's rights to access and use the allegedly infringing 340B Services and refund any payments made for future periods. The foregoing states the entire liability of Verity with respect to infringement or misappropriation of intellectual property rights.

11. Limitation of Liability and Limitation on Damages.

11.1. EXCEPT FOR: (I) THE INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 10, (II) A BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 7, (III) VERITY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (IV) A MATTER COVERED UNDER THE INFORMATION SECURITY AGREEMENT BETWEEN VERITY AND HEALTHTRUST PURCHASING GROUP, L.P., VERITY'S TOTAL LIABILITY, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED TWO MILLION DOLLARS.

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11.2. EXCEPT FOR: (I) THE INDEMNIFICATION OBGLIGATION EXPRESSLY SET FORTH IN SECTION 10, (II) A BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 7, (III) VERITY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, OR (IV) A MATTER COVERED UNDER THE INFORMATION SECURITY AGREEMENT BETWEEN VERITY AND HEALTHTRUST PURCHASING GROUP, L.P., IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE PRODUCTS OR IN ANY OTHER WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Termination.

12.1. Either party may terminate this Agreement thirty (30) days after providing notice to the other party of any material breach of this Agreement, if that breach remains uncured by the end of the thirty (30) day period.

12.2. Either party may terminate this Agreement at the end of the initial term or a subsequent renewal term by providing written notice to the other party at least sixty (60) days prior to the end of the then current term.

12.3. Customer may, at its option and upon at least sixty (60) days prior written notice, terminate this Agreement with respect to a specific Location if such Location becomes ineligible for 340B pricing, ceases operations or in the event legislation, rules, regulation or other government laws are enacted which extend 340B pricing to inpatient services.

12.4. Within ten (10) days following expiration or termination of this Agreement, each party will return to the disclosing party all full and or partial copies of the Documentation and any Confidential Information in the receiving party's possession.

12.5. Promptly after termination of, or the expiration of the term of this Agreement, Verity will make available to Customer data exports for Customer to download all Customer's Data stored by Verity during the Term of this Agreement for historical purposes. The format of the data will be… Microsoft Excel and/or .csv files. Customer will also be granted one (1) year of read only access through the online Verity customer portal. Access shall allow customer to utilize all online tools to view data and generate system reports and/or data exports.

13. Assignment.

Neither party shall, directly or indirectly, sell, assign, transfer, pledge or encumber any of its rights or delegate any of its duties or obligations under this Agreement, including any transfer of rights due to change of operation or control of a party either by merger, acquisition, or operation of law whereby the current controlling person or group no longer directs its operations, without the prior written consent of the other party. Any purported transfer in violation of this Section will be null and void.

14. Notices and Requests.

All notices, authorizations, reports, statements and requests in connection with this Agreement will be deemed received: (a) five days after the day they are deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (b) sent by overnight courier, charges prepaid; and addressed as to each of the parties at the addresses listed in the Agreement Summary above.

15. Governing Law; Attorney's Fees.

If not otherwise provided herein, the laws of the State where the Customer is located shall govern this Agreement and Verity consents to the exclusive jurisdiction in the state and federal courts sitting in such State.

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16. Severability.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

17. Independent Contractors.

Verity and Customer are independent parties and this Agreement creates a non-exclusive relationship. Nothing in this Agreement creates an employer-employee relationship, a partnership, or a joint venture between the parties.

18. Subcontractors.

Verity may, in its sole discretion, engage the services of one or more subcontractors to perform any of its duties under this Agreement; provided that Verity will remain responsible to Customer for any services provided by such subcontractors hereunder.

19. Force Majeure.

Failure of either party to perform its obligations under this Agreement (except the obligation to make payments) will not subject such party to any liability to the other if such failure is caused by acts of God, transportation conditions, materials shortages, supplier delays, riot, sabotage, embargo, strikes or any other cause beyond the reasonable control of such party. Verity shall immediately provide notice to Customer that a force majeure event has occurred and to the extent acceptable to Customer the parties will adjust applicable performance time periods referenced herein accordingly so that neither party is held liable for the failure to meet such dates as a result of a force majeure event. The affected party will resume the performance of its obligations as soon as practicable after the force majeure event has ceased; provided however that if Verity is not able to continue providing services 60 days after declaring a force majeure event, Customer shall have the right to immediately terminate this Agreement.

20. Taxes.

All amounts payable under this Agreement are exclusive of any sales, use and all other taxes or duties, whether currently imposed or imposed in the future (but excluding taxes on Verity net income) (collectively "**Taxes**"). Customer will be responsible for all Taxes without offset or deduction.

21. Intentionally Omitted.

22. Prior Agreement.

Customer and Verity previously entered into a Software License and Support Agreement dated July 20, 2006 (the "Prior Agreement"). The terms and conditions of the Prior Agreement are hereby superseded by this Agreement and the Prior Agreement is hereby terminated.

23. Entire Agreement.

This Agreement and the HealthTrust Purchasing Agreement constitute the complete understanding between Verity and Customer with respect to its subject matter, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements. This Agreement may not be amended except in a paper writing (e.g., not via email) duly signed by authorized representatives of Verity and Customer respectively.

24. Survival.

Upon expiration or termination of this Agreement, those terms that should be reasonably construed to survive the termination of this Agreement shall survive.

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25. Non-Excluded Healthcare Provider.

Verity 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. Verity 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 Verity or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").

-End of Standard Terms and Conditions-

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Exhibit A

Verity 340B Split Billing

V340B Split Billing is a virtual inventory system that enables Covered Entities to participate in and manage compliance with the 340B Act without maintaining multiple physical drug inventories. V340B Split Billing accumulates all drug dispenses and sorts them into outpatient and inpatient accumulators and optionally filters Medicaid transactions based on the data provided by Covered Entity including eligible outpatient dispenses. Additional configuration allows for filtering by 340B eligible and ineligible locations. V340B Split Billing facilitates ordering of replenishment inventory on Covered Entity's wholesaler account by intercepting and splitting purchase orders among Covered Entity's 340B, GPO (if applicable) and WAC purchasing accounts. The user interface allows Covered Entity to have visibility into drug accumulations, order history, savings and costs among other metrics. Finally, V340B Split Billing keeps a complete audit trail for maximum compliance. Verity's standard offering includes the following features and services:

- A dedicated and knowledgeable support team
- Monthly business reviews with a dedicated account manager (*bi-weekly for 6 months after go-live)*
- Access to all supported wholesalers and EDI interfaces
- Enterprise view and reporting for multi-site facilities
- Unlimited access to test environment
- Remote HRSA audit support (*onsite support available with travel costs)*

Additional add-on features and services described on Exhibit B to the extent applicable.

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Exhibit B

Pricing and Payment Terms

Location/Address For Each Accumulator	340B ID Number	Setup Option	Shared Accumulator	Subscription Fee (monthly)	Setup Fee (one-time)
University Medical Center of Souther Nevada 1800 W. Charleston Blvd Las Vegas, NV 89102	DSH290007	X Split Billing __ Owned Outpatient (split match) __ Own Use	___ Yes X No	$2,888	$4,500
University Medical Center of Souther Nevada 1800 W. Charleston Blvd Las Vegas, NV 89102	DSH290007	__ Split Billing X Owned Outpatient (split match) __ Own Use	___ Yes X No	$903	$1,800

Payment Terms

The Setup Fee is a one-time charge payable upon the Effective Date and applies to the original installation at each distinct location identified above. Such amount is due on the Effective Date. Payments are due upon receipt of invoice. The "Owned Outpatient (split match)" is an optional service that may be added at a later date should the covered entity desire or have need for such services. Billing for these services will commence upon implementation.

The Subscription Fees are due and payable on the Effective Datethe . Subscription fees are due the first of each subsequent month. Payments are due upon receipt of invoice. The Subscription Fee are assessed on a per Location basis, which generally corresponds with the number of distinct accumulators. After the first payment, remaining Subscription Fees are invoiced and payable on the first of each subsequent month.

V340B Environment Set Up Actions – occurs prior to commencement of Subscription Fees:

- Discovery / Kick Off call executed
- Customer account set up and V340B login/passwords provided to client

If Customer wishes to add another Location, such Location may sign an addendum to this Agreement to avoid renegotiation of the terms; provided however that the Effective Date, Term and Payment Term obligations will be defined in the addendum. For purposes of clarity, if a new Location wishes to start using the Product, it will be obligated to pay a Set Up Fee and a monthly Subscription Fee at then current prices.

Payments

Customer's payments will be made by check or wire transfer of immediately available funds to the address or account designated below or such other address or account identified in writing by Verity from time to time.

Payment by check should be overnight mailed to: Payment by wire transfer should be made to:

Verity Solutions Group, Inc.
PO Box 631392
Cincinnati, OH 45263-1392

Verity Solutions Group, Inc.
(Account information provided upon request)

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Exhibit C

Service Level Policy

This Verity Service Level Policy ("**Service Policy**") will apply to Customer's production environment of the Verity 340B Cloud Services during Customer's subscription term. All capitalized terms used herein and not separately defined with have the meanings given to them in Customer's master services agreement ("**Master Agreement**"). This Service Policy may be updated from time to time, in Verity's discretion.

1. Definitions. When used in this Service Policy, the following capitalized terms will have the following meanings:

"**Downtime**" means the Verity 340B Cloud Services are not available for use according to Verity's performance and monitoring services. Downtime does not include Emergency Downtime or Scheduled Downtime.

"**Emergency Downtime**" means those times where Verity becomes aware of a vulnerability which Verity deems to require immediate remediation and, as a result, the Verity 340B Cloud Services are temporarily unavailable in order for Verity to address the vulnerability.

"**Monthly Uptime Percentage**" means the total number of minutes in the calendar month, minus the number of minutes of Downtime during the calendar month, divided by the total number of minutes in the calendar month, times 100.

"**Scheduled Downtime**" means those times where Verity notifies Customer of periods of system Downtime in advance of such Downtime. There will be no more than thirty (30) hours of scheduled Downtown per calendar year.

"**Service Credit**" means the credit that may be provided to Customer according to the following schedule:

One Week Credit (99.4% - 97%)	Includes seven (7) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 99.4% and 97%.
Two Week Credit (96.9% - 92%)	Includes fourteen (14) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 96.9% and 92%.
One Month Credit (<92%)	Includes thirty (30) days of Verity 340B Cloud Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is less than 92%.

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"**Verity 340B Cloud Services**" means the cloud-based software ordered by Customer pursuant to the Master Agreement and made available to Customer over the internet by Verity Solutions.

2. Verity's Uptime Commitment. The 340B Cloud Services will be available to Customer 99.5% of the time in any calendar month not taking into account any Scheduled Downtime or Emergency Downtime ("**Uptime Commitment**"). If Verity fails to meet its Uptime Commitment in a given calendar month during Customer's subscription term and while Customer is in compliance with its Master Agreement, then as Customer's sole and exclusive remedy, Customer may be eligible for a Service Credit.

2.1 Procedures for Service Credits. In order to receive a Service Credit, Customer must notify Verity in writing within thirty (30) days of the day Customer becomes eligible to receive a Service Credit. Verity will review any request for a Service Credit within thirty (30) days, and to the extent a Service Credit is owed (as determined by Verity's monitoring services), Verity will apply the same to a future billing cycle. Service Credits may only be applied to Customer's invoice, and may not be exchanged for monetary compensation. Service Credits are the sole and exclusive remedy for failure to meet the Uptime Commitment.

2.2 Exclusions. The Uptime Commitment does not apply to any performance issues: (a) caused by factors outside of Verity's reasonable control; (b) that resulted from any actions or inactions from Customer or any third parties including Verity's hosting infrastructure contractors; or (c) that resulted from Customer's equipment and/or third party equipment not within the control of Verity. The Uptime Commitment also does not apply during any period that Customer is not paying subscription fees to Verity (e.g., a free trial period).

3. Product Releases. During Customer's subscription term so long as Customer is in compliance with all terms of its agreement(s) with Verity, Customer will have access to to all generally available fixes, patches, updates and upgraded versions of the Verity 340B Cloud Services in accordance with Verity's product roadmap and release cycle. Where practical, Verity will schedule such activities during Scheduled Downtime.

4. Customer Support. As part of Customer's subscription to the Verity 340B Cloud Services, Verity provides product support for issues related to the Verity 340B Cloud Services ("**Support**"). For clarity, Support does not include (a) assisting Customer with preparing its data for submission to Verity, (b) remediating incorrect data, (c) retrieving any data or reports from the system on Customer's behalf, (d) assisting Customer with a change to Customer's EMR (version or product), (e) adding a new or changing an existing wholesaler account outside of what is included in Customer's implementation package, or (f) any other requests that relate to Customer adding or changing third-party hardware or software. All Support will be provided remotely utilizing screen share, phone and email. Customer shall designate a primary point of contact for all Support requests, and the primary contact should be familiar with and trained on the Verity 340B Cloud Services.

4.1. Standard Support Hours. Verity's customer support desk is staffed during the following days/times ("**Standard Support Hours**") (all times are Pacific Standard Time):

- Monday thru Friday: 5:00 a.m. to 6:00 p.m.
- Saturday, Sunday: 8:00 a.m. to 4:00 p.m.

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- Holidays: 8:00 a.m. to 1:00 p.m.

For Severity 1 Support issues, Verity may also assign resources during the following additional days/times: Mon thru Friday from 4:00 a.m. thru 8:00 a.m. and again from 5:00 p.m. thru 8:00 p.m. ("**On Call Hours**")

4.2 Submitting Support Requests. Requests for support must include all pertinent information including, but not limited to subject, contact name, site name, product name and a detailed description of the issue. Customer must be available to answer questions and assist Verity with duplicating the issue and testing any resolution. All requests for Support should be submitted to Verity via any of the following methods:

Method	Contact	Hours
Email:	support@verity340b.com	Support requests may be submitted by email at all times (24x7x365)
Telephone:	1-800-581-1378	Support requests may be submitted over the phone during Verity Standard Support Hours
Customer Support Portal:	Via the *Feedback & Support* link in the V340B application; or: *https://verity340b.force.com/CustomerSolutions/login*	Support requests may be submitted thru the Customer support portal at all times (24x7x365)

4.3 Response Time. All Support issues reported by Customer shall be assigned a severity level ("**Severity Level**") at the time the Support request is received via one of the methods described in Section 4.2. Verity will use commercially reasonable efforts to respond to and resolve all requests for Support within a reasonable period of time during Standard Support Hours, with it being understood that the below target timelines are estimates only.

Severity Level	Description	Target Initial Response Time
Severity 1	Production application down (not including during Scheduled Downtime or Emergency Downtime) and/or material malfunction of the application that is impacting critical business functions	Within 1 hour from receipt of Support request during Standard Support Hours and On Call Hours
Severity 2	Material degradation of the application performance or functionality	Within 4 hours from receipt of Support request during Standard Support Hours
Severity 3	Issue or question with limited business impact	Within 8 hours from Support request during Standard Support Hours

Customer will have the ability to monitor status of all Support requests, however submitted, via the Verity Customer Support Portal.

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Business Associate Agreement

This Agreement is made effective the 1st of March, 2023, 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 **Verity Solutions Group, Inc**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"Designated Record Set" means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

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

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"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;

(ii) to provide data aggregation services relating to the health care operations of Covered Entity; or

(iii) 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).

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(c) Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of the Privacy Rule. De-identified information does not constitute PHI and is not subject the terms of this Agreement.

(d) 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).

(e) 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.

(f) If the Covered Entity requests that Business Associate amend any Individual's (as that term is defined at 45 CFR 160.103) PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526. In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request. All decisions to amend or deny requests for amendments to PHI shall be solely the responsibility of the Covered Entity.

(g) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(h) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522.

(i) Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule, Security Rule or HITECH Act if done by Covered Entity.

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

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procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any 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 promptly upon discovery of the Breach, and

(ii) Within sixty (60) 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 subject to the limitations of liability set forth in this Agreement.

(c) Notwithstanding anything to the contrary, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under paragraphs (a) or (b) above would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section IV for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate that the required notification under this paragraph was made.

(d) Covered Entity acknowledges and agrees that it shall be the sole responsibility of Covered Entity to ensure that the network it uses for transmission of electronic information between Covered Entity and Business Associate is secure. Business Associate shall not be responsible for any unauthorized access to, or use of PHI, through the Covered Entity's network.

V. RIGHT TO AUDIT

(a) Business Associate agrees 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:

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(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 regarding an Individual during the six (6) years prior to the date on which the accounting was requested by Covered Entity 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 thirty (30) days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, if a Party to this Agreement (the "non-breaching party") determines that the other Party has breached a material term of this Agreement (the "breaching party"), the non-breaching party shall notify the breaching party and provide the breaching party an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of the breaching party to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement by the non-breaching party.

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 this Agreement designed to safeguard PHI 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, until Business Associate has performed all obligations under this Agreement..

Notwithstanding anything to the contrary, Business Associate's total aggregate liability under this Agreement shall not exceed Two Hundred and Fifty Thousand Dollars ($250,000).

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

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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 (30) 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 (30) 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.

This Agreement may be executed by facsimile or electronic signature and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, (iii) transmitted by pre-paid, overnight delivery with delivery tracking service, or (iv) transmitted by facsimile transmission. All notices and other communications shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) three (3) business days after the date of posting if transmitted by mail, (iii) the business day after the date of transmission if by overnight delivery with proof of delivery, or (iv) the date of transmission if transmitted by facsimile transmission, with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission, addressed to the Parties at the addresses below:

Business Associate:	Covered Entity:
Verity Solutions Group, Inc.	
12131 113th Ave NE, Suite 200	_____
Kirkland WA 98034	_____
Attn: Legal	_____
Fax:	Attn: _____
	Fax: _____

or to such other address, or to the attention of such other person(s) or officer(s), as either Party may designate by written notice to the other Party.

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Rule, the Security Rule, and the HITECH Act. All references herein to specific statutes, laws, rules and regulations shall be deemed to include amendments thereto made from time to time after the date hereof. Notwithstanding anything to the contrary herein or in the Underlying Agreement and

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subject to the limitation of liability provisions in this Agreement, the parties intend for all limitations on liability and damages in the Underlying Agreement to also apply to any breach or nonperformance of the obligations set forth in this Agreement.

[Signature page to follow]

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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: DocuSigned by: _____
3BAE5833CB5941F...

Title: Chief Financial Officer

Date: 2/6/2023

February 8th, 2023

Kristine Sy
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding 340B Services.

Dear Ms. Sy

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 340B Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the 340B Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the 340B Services category. A contract was executed with Verity Solutions and Turnkey Pharmaceutical Solutions in November of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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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.

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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) 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: 0

Corporate/Business Entity Name:	Verity Solutions Group, Inc	
(Include d.b.a., if applicable)	Verity, Verity Solutions	
Street Address:	12131 113th Ave NE	**Website: https://www.verity340b.com/**
City, State and Zip Code:	Kirkland, WA 98034	**POC Name: Bill Chamerlik** **Email: bchamerlik@verity340b.com**
Telephone No:	1-800-581-1378	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David M. Cordani	Chairman, President & CEO of Cigna	N/A – Publicly Traded Corp.
William, J. DeLaney	Former CEO of Sysco Corp.	N/A – Publicly Traded Corp.
Elder Granger	Retired CEO of The 5Ps LLC	N/A – Publicly Traded Corp.

****Please see the remainder of Corporate Officer & Directors in attached Exhibit A****

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
3BAE5833CB5941F...

Jon Sortland
Print Name

Chief Financial Officer
Title

8/26/2022
Date

REVISED 7/25/2014

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DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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

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Exhibit A

The following individuals are members of the Board of Directors as of May 2022:

David M. Cordani, Chairman, President, and Chief Executive Officer of Cigna

William J. DeLaney, Former Chief Executive Officer of Sysco Corporation

Eric J. Foss, Former Chairman, President, Chief Executive Officer of ARAMARK Corporation

Elder Granger, MD, MG, USA (Retired), President and Chief Executive Officer, The 5Ps, L.L.C.

Neesha Hathi, Chief Digital Officer, Managing Director at Charles Schwab Corporation

George Kurian, President and Chief Executive Officer, NetApp, Inc.

Kathleen M. Mazzarella, Chairman, President and Chief Executive Officer, Graybar Electric Company, Inc.

Mark B. McClellan, MD, PhD, Director, Duke-Robert J. Margolis, MD, Center for Health Policy

Kimberly A. Ross, Former Chief Financial Officer of Baker Hughes

Eric C. Wiseman, Lead Independent Director of Cigna; Former Executive Chairman, President and Chief Executive Officer of VF Corporation

Donna F. Zarcone, Former President and Chief Executive Officer of The Economic Club of Chicago

Information about our Executive Officers The principal occupations and employment histories of our executive officers (as of February 23, 2022) are listed below.

CHARLES G. BERG, 64, President, Government Business of Cigna beginning January 2022; Executive Chairman of DaVita Medical Group from November 2016until December 2017; and Non-Executive Chairman of WellCare Health Plans, Inc. from January 2011 until May 2013.

DAVID M. CORDANI, 56, Chairman of the Board of Cigna beginning January 2022; Chief Executive Officer beginning December 2009; Director since October 2009;President beginning June 2008; and Chief Operating Officer from June 2008 until December 2009.

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DISCLOSURE OF RELATIONSHIP

NOELLE K. EDER, 52, Executive Vice President, Global Chief Information Officer of Cigna beginning September 2020; Executive Vice President, Chief Informationand Digital Officer at Hilton Worldwide Holdings from March 2018 until August 2020; Executive Vice President, Chief Card Customer Experience Officer at CapitalOne Financial Corporation from November 2016 until 2018; and Executive Vice President, Customer Experience and Operations at Capital One Financial Corporationfrom September 2014 until November 2016.

BRIAN C. EVANKO, 45, Executive Vice President and Chief Financial Officer beginning January 2021; President, Government Business from November 2017 toJanuary 2021; and President, U.S. Individual Business from August 2013 to November 2017.

NICOLE S. JONES, 51, Executive Vice President and General Counsel of Cigna beginning June 2011; Senior Vice President and General Counsel of Lincoln FinancialGroup from May 2010 until June 2011; Vice President and Deputy General Counsel of Cigna from April 2008 until May 2010; and Corporate Secretary of Cigna fromSeptember 2006 until April 2010.

JOHN M. MURABITO, 63, Executive Vice President and Chief Administrative Officer beginning August 2021; and Executive Vice President, Human Resources andServices from August 2003 until August 2021.

EVERETT NEVILLE, 57, Executive Vice President, Strategy, Corporate Development & Solutions beginning October 2021; Executive Vice President, Strategy andBusiness Development from January 2021 to October 2021; Senior Vice President, Value Creation and Solutions from January 2020 until January 2021; Chief ValueOfficer from December 2018 until January 2020; Executive Vice President, Strategy, Supply Chain & Specialty, Express Scripts from January 2018 until December2018; Senior Vice President, Strategy, Supply Chain & Specialty from November 2016 until January 2018; and Senior Vice President, Supply Chain from March 2015until November 2016.

ERIC P. PALMER, 45, President and Chief Executive Officer of Evernorth beginning January 2022; President and Chief Operating Officer, Evernorth from January2021 until December 2021; Executive Vice President and Chief Financial Officer from June 2017 to January 2021; Deputy Chief Financial Officer from February 2017until June 2017; Senior Vice President, Chief Business Financial Officer from November 2015 to February 2017; and Vice President, Business Financial Officer,Health Care from April 2012 to November 2015.

CYNTHIA RYAN, 48, Executive Vice President, Chief Human Resources Officer beginning August 2021; Senior Vice President, Human Resources from December2018 to August 2021; Vice President, Human Resources from January 2017 to December 2018; and Vice President, Talent Management from May 2014 to January2017.

JASON D. SADLER, 53, President, International Markets beginning June 2014; and President, Global Individual Health, Life and Accident from July 2010 until June2014.

PAUL SANFORD, 54, Executive Vice President, Operations beginning September 2021; Senior Vice President, Operations and Solutions Delivery from January 2021to September 2021; Senior Vice President, Solutions Delivery from January 2019 to December 2020; Vice President, Solutions Delivery from February 2017 toDecember 2018; and Vice President, Operating Effectiveness from September 2008 to February 2017.

MICHAEL W. TRIPLETT, 60, President, U.S. Commercial beginning February 2017; and Regional Segment Lead from June 2009 to February 2017.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Agreement for Contractor Services with T Evans RNFA, 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 Agreement with T Evans RNFA, LLC for Contractor Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Registered Nurse First Assistant for Cardiovascular Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 2/23/2023 to 2/22/2024 with a 3-month extension option
Amount: NTE $399,996.00 annually or potential NTE $1,199.988.00 annually for (3) CVT-RNFA
Out Clause: 15 days w/o cause

BACKGROUND:

This request is to enter into a new Agreement ("Agreement") for Contractor Services with T Evans RNFA, LLC ("Evans") to provide up to three (3) Cardiovascular Thoracic ("CVT") Registered Nurse First Assistant ("RNFA") services, and all the functions and roles that fall within the scope of practice of a CVT-RNFA, including but not limited to endoscopic vessel harvesting, training, and proctoring. Staff also requests authorization for the Hospital CEO to exercise the extension option at his discretion if deemed beneficial to UMC.

UMC will compensate Evans a not-to-exceed amount of $399,996.00 annually or a potential aggregate not-to-exceed amount of $1,199,988.00 annually for three CVT-RNFA for one (1) year from February 23, 2023 through February 22, 2024, with the option to extend up to an additional three (3) months. Either party may terminate this Agreement with a 15-day written notice to the other.

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
February 22, 2023

Agenda Item #
17

Evans is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR CONTRACTOR SERVICES

T EVANS RNFA, LLC
NAME OF FIRM
Lucretia Evans, Business Manager
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3126 E. Lake Crescent Dr. Kingwood, TX 77339
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(281) 964-5933
(AREA CODE) AND TELEPHONE NUMBER
tevansrnfa@gmail.com
E-MAIL ADDRESS

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement (the "Agreement") is made and entered into as of February 23, 2023 (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and T Evans RNFA, LLC (hereinafter referred to as "CONTRACTOR"), for Contractor services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $1,199,988 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and CONTRACTOR agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain CONTRACTOR for the period from Effective Date through February 22, 2024 ("Term"). During this period, CONTRACTOR agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of $1,199,988. It is expressly understood that the entire Scope of Work defined in **Exhibit A** will be requested by HOSPITAL and be completed by CONTRACTOR.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if CONTRACTOR fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
   c. HOSPITAL's representative shall notify CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONTRACTOR must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, CONTRACTOR will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. HOSPITAL shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
5. HOSPITAL shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
6. Invoices shall be submitted to: **University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.**

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

No services for which an additional compensation will be charged by CONTRACTOR shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF CONTRACTOR

A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment and compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. CONTRACTOR will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Contracted Non-Employee Requirements policy, and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon CONTRACTOR request. CONTRACTOR must either register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities or CONTRACTOR may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. CONTRACTOR's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.

C. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

SECTION VI: SUBCONTRACTS

Services specified by this Agreement shall not be subcontracted by CONTRACTOR, without prior written approval of HOSPITAL.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Agreement and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict

with their other responsibilities.

B. The services performed by CONTRACTOR under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Janet David-Lustina, Director of Peri-Operative Service, telephone number (702) 888-2574 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to CONTRACTOR. It is understood that HOSPITAL's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist CONTRACTOR in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. CONTRACTOR will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION VIII: TERMINATION

A. Termination

1. Termination for Cause

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

a. not less than ten (10) calendar days written notice of intent to terminate; and

b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after CONTRACTOR is given not less than fifteen (15) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

SECTION IX: INSURANCE

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

SECTION X: NOTICES

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

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

TO CONTRACTOR: T Evans RNFA, LLC
Attn: Lucretia Evans
3126 E. Lake Crescent Dr.
Kingwood, TX 77339

SECTION XI: MISCELLANEOUS

A. Amendments

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

B. Complete Agreement

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

C. Counterparts

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

D. Governing Law / Venue

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

E. HIPAA

Both parties hereto agree to comply with all applicable provisions of Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time ("HIPAA"). In handling Protected Health Information ("PHI") as defined by applicable federal regulation, CONTRACTOR will be instructed to follow guidelines set by HOSPITAL, the covered entity, and immediately be required to execute confidentiality or HIPAA Compliance Agreements.

F. Indemnity

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

G. Independent Contractor

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

H. Insurance

Each party will maintain, throughout the Term, the types of insurance customary and appropriate, in the amount necessary to cover its obligations and responsibilities under this agreement or as required by Nevada law.

I. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

CONTRACTOR:

By:_____ 2/9/2022

THADEUS EVANS DATE

EXHIBIT A
RNFA
SCOPE OF WORK

WORK TO BE PERFOMRED:

A. CONTRACTOR will provide, upon Hospital's option, the services of up to three (3) individual Cardiovascular Thoracic (CVT) Registered Nurse First Assist (RNFA) professionals, who will perform the function(s) and role(s) that falls within the scope of practice of a CVT-RNFA including but not limited to endoscopic vessel harvesting, training and proctoring as needed to cover Hospital's Operating Room Department Heart Program. Monday – Friday with on-call rotation based on department operational practice.

PRICING:

A. Description
    1. Cost per First Assist not-to-exceed $33,333 monthly and $399,996 annually. Total Cost for three First Assist not-to-exceed $99,999 monthly and $1,199,988 annually. This includes moving, travel, housing, utilities, car rental, professional liability insurance, Nevada licensing fees, and other expenses incurred by CONTRACTOR.

EXHIBIT B
RNFA
INSURANCE REQUIREMENTS

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

A. **Format/Time**: CONTRACTOR shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. CONTRACTOR's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: CONTRACTOR's general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, 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. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, CONTRACTOR shall maintain coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: CONTRACTOR shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: CONTRACTOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONTRACTOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that CONTRACTOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If CONTRACTOR fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order CONTRACTOR to stop the work, declare CONTRACTOR in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under this Agreement.

L. **Additional Insurance**: CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by CONTRACTOR, its subcontractors or anyone employed, directed or supervised by CONTRACTOR.

N. **Cost**: CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by CONTRACTOR's Insurance CONTRACTOR representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. CONTRACTOR's name, complete address, phone and fax numbers.

3. Insurance CONTRACTOR's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit

6. Worker's Compensation: The CONTRACTOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: RNFA (8285) (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by CONTRACTOR hereunder shall be on a per policy basis; (2) CONTRACTOR shall provide evidence of all such coverages upon request; (3) CONTRACTOR agrees to provide HOSPITAL with a written notice of cancellation in accordance with CONTRACTOR'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of CONTRACTOR"; and (5) CONTRACTOR reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

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:	T EVANS RNFA, LLC	
(Include d.b.a., if applicable)		
Street Address:	3126 E. LAKE CRESCENT DR.	**Website: N/A**
City, State and Zip Code:	KINGWOOD, TX 77339	**POC Name: LUCRETIA EVANS** **Email:** TEVANSRNFA@GMAIL.COM
Telephone No:	(281) 964-5933	**Fax No: N/A**
Nevada Local Street Address: **(If different from above)**	7500 PINTO BLUFF ST.	**Website: N/A**
City, State and Zip Code:	LAS VEGAS, NV 89131	**Local Fax No:**
Local Telephone No:	(281) 964-5933	**Local POC Name: LUCRETIA EVANS** **Email:** TEVANSRNFA@GMAIL.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)
THADEUS J EVANS	PARTNER	50%
LUCRETIA EVANS	PARTNER	50%

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

   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)?

   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.

Lucretia Evans
Signature

LUCRETIA EVANS
Print Name

PARTNER
Title

02/14/2023
Date

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
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 One to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC**	**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 One to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for anesthesia locum tenens and CRNA staffing services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 & 3000704000 Funded Pgm/Grant: N/A
Description: Anesthesia Locum Tenens and CRNA Staffing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 1 – extend from 5/17/2023 to 12/31/2023
Amount: Amendment 1 – additional NTE $11,050,000.00; new aggregate amount of NTE $16,000,000.00
Out Clause: 30 days with cause or 60 days without cause

BACKGROUND:

On November 16, 2022, the Governing Board approved the Master Professional Services Agreement ("Agreement") with Medicus Healthcare Solutions, LLC ("Medicus") to provide a full range of trauma and/or surgical anesthesiology services including, but not limited to, UMC's Departments of Anesthesiology, Trauma, Emergency Room, Radiology, Cardiac Catheterization Lab, Burn Unit and/or Surgery. The initial Agreement term is from November 16, 2022 through May 16, 2023, with three (3) renewal periods of six (6) months each unless terminated with cause with a 30-day notice or without cause with a 60-day notice, with a not-to-exceed amount of $4,950,000.00.

This Amendment One requests to extend the Agreement term through December 31, 2023, increase the funding to an additional not-to-exceed amount of $11,050,000.00, and update the fee schedule. Staff also requests authorization for the Hospital CEO to execute amendments within the not-to-exceed amount of this Agreement.

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

Cleared for Agenda
February 22, 2023

Agenda Item #
18

Medicus currently holds a Clark County Vendor Registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 15, 2023 meeting and recommended for approval by the Board of Hospital Trustees.

medicus
healthcare solutions

Amendment One to Master Professional Services Agreement

This Amendment One ("Amendment") is made as of March 21, 2023 (the "Amendment Effective Date") by and among **Medicus Healthcare Solutions, LLC**, a New Hampshire limited liability company with a principal place of business at **22 Roulston Rd., Windham, NH 03087** [referred to herein as "Medicus"] and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with a principal place of business at **1800 W. Charleston Blvd., Las Vegas, NV 89102** [referred to herein as "Client"].

WHEREAS, Medicus and Client entered into a Master Professional Services Agreement, with a Statement of Work (SOW) to provide anesthesia locum tenens and CRNA advanced practitioners both effective on November 16, 2022 (collectively the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

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

1. Section 2.1 Term, the end date of May 16, 2023 shall be replaced with December 31, 2023.

2. Exhibit B (Statement of Work), Section 4 Fees, shall be deleted in its entirety and replaced with the following:

   Fees. In consideration of the additional services provided hereunder (Transition Management Services as described in Section 2 hereto), Client shall pay Medicus a Management Fee equal to twelve percent (12%) of the total locum tenens fees (excluding travel expenses) paid hereunder. The Management Fee shall be included within the biweekly invoice sent to Client for each Practitioner's services.

   The Transition Services pricing model is as follows for this engagement:

   - Provider Hourly Rate:
     - General OR: $485.00 per hour
     - Peds: $515.00 per hour
   - Provider On Call/Pager Rate:
     - Trauma 1: 1.25% per hour of Provider hourly rate
     - Trauma 2: $1,500.00 to hold pager
     - Trauma 3: $1,500.00 to hold pager
   - Provider Call Back Rate: Call Back – Overtime hourly rate
   - Medical Malpractice Coverage Hourly Rate: $18.00 per hour
   - Overtime and Holiday Rate: Time and a half
   - Client will retain all receivables from the professional billing completed for the coverage that Medicus' Providers provide.
   - Weekend On Call Rate: $2,250.00 per shift

   **The rates listed above will also apply to the Schedule 1 Anesthesia Transition Management Proposal.*

   **Rates listed above are subject to change based on market conditions with sixty (60) days prior written notice to Client.*

   During the SOW Term of this Agreement, Client will compensate Medicus in an amount not-to-exceed Sixteen Million Dollars ($16,000,000.00).

3. Exhibit B (Statement of Work), Section 6 SOW Term, the end date of May 16, 2023 shall be replaced with December 31, 2023.

All other provisions of the Agreement not conflicting with this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment as of the Amendment Effective Date. Each person who signs this Amendment below represents that such person is fully authorized to sign this Amendment on behalf of the applicable party.

Medicus

Name: Heather Croke

Signature: DocuSigned by: Heather Croke C177F7[illegible]0485...

Date: 1/24/2023 | 7:53 PM EST

Title: CPO

Client:

Name: Mason Van Houweling

Signature: _____

Date: _____

Title: Chief Executive Officer

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Medicus Healthcare Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	22 Roulston Road	Website: medicushcs.com
City, State and Zip Code:	Windham, NH 03087	POC Name: Ken Goodnow Email: kgoodnow@medicushcs.com
Telephone No:	603-328-6255	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)
Joe Materese	Chairman of the Board	26.7%

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.

Ryann Trainor
8DB71D9FB5A3466...

Signature

Ryann Trainor

Print Name

Contracts Manager

Title

11/16/2022 | 12:40 PM EST

Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Chairman's Comments**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive introduction and opening comments from Chairman John O'Reilly regarding the Governing Board 2023 Action Plan; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Receive opening comments from Chairman John O'Reilly.

Cleared for Agenda
February 23, 2022

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Patient's Experience**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a presentation regarding a UMC patient's experience; and direct staff accordingly. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 22, 2023

Agenda Item #
20

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Legislative Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive update from Senator Fabian Doñate, Chair of the Senate Health and Human Services Committee, regarding the current Nevada Legislative session; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Board will receive a presentation from Senator Fabian Doñate, Co-Majority Whip - District 10 and Chair of the Senate Health and Human Services Committee, regarding the current Nevada Legislative session.

Cleared for Agenda
February 22, 2023

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Clinical Trials Research Presentation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

Ron Roemer will provide an update on clinical trials research and future activities.

Cleared for Agenda
February 23, 2022

Agenda Item #
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Clinical Trials Office

UMC Governing Board

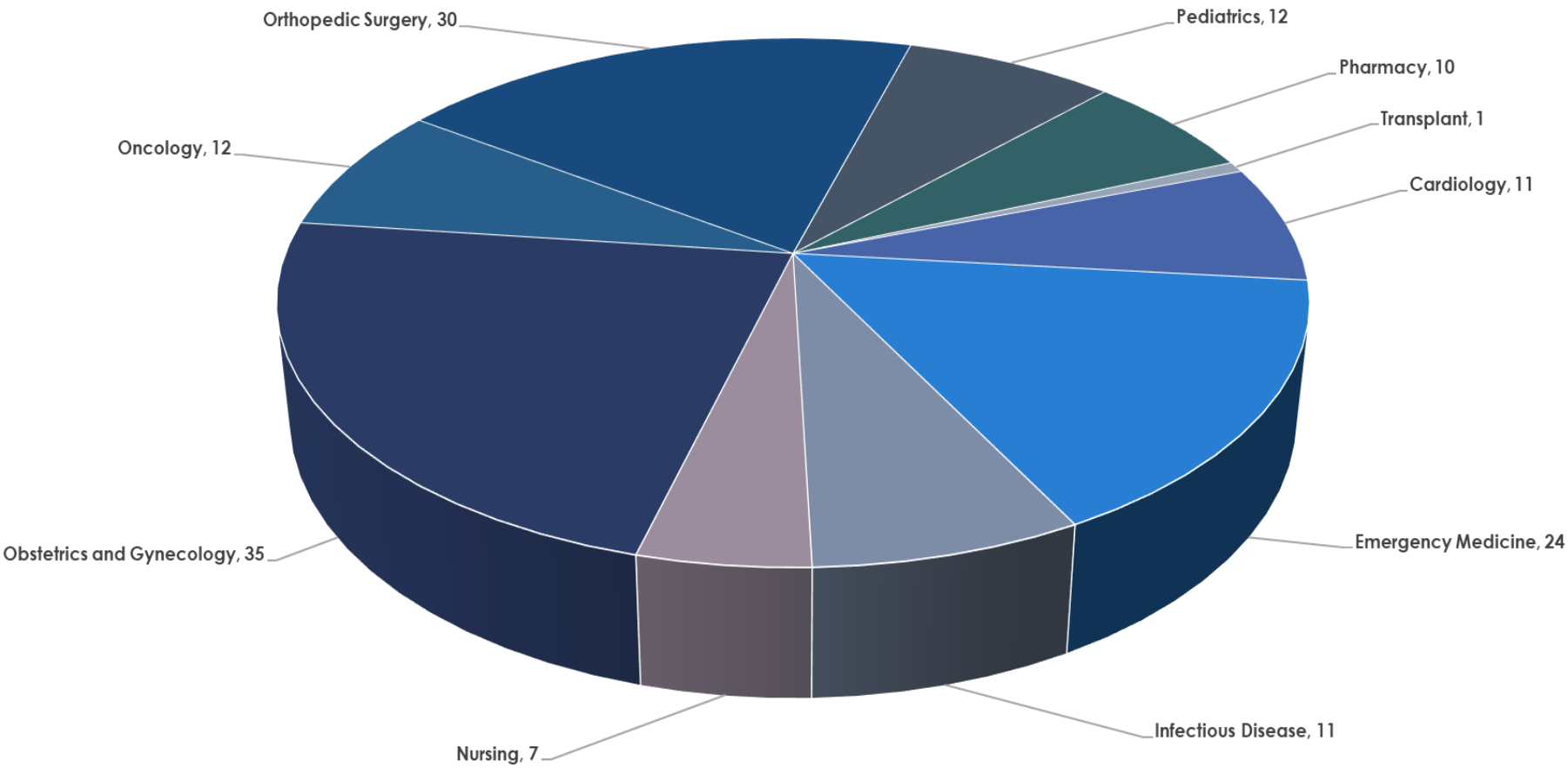
Clinical Research Annual Report

February 22, 2023

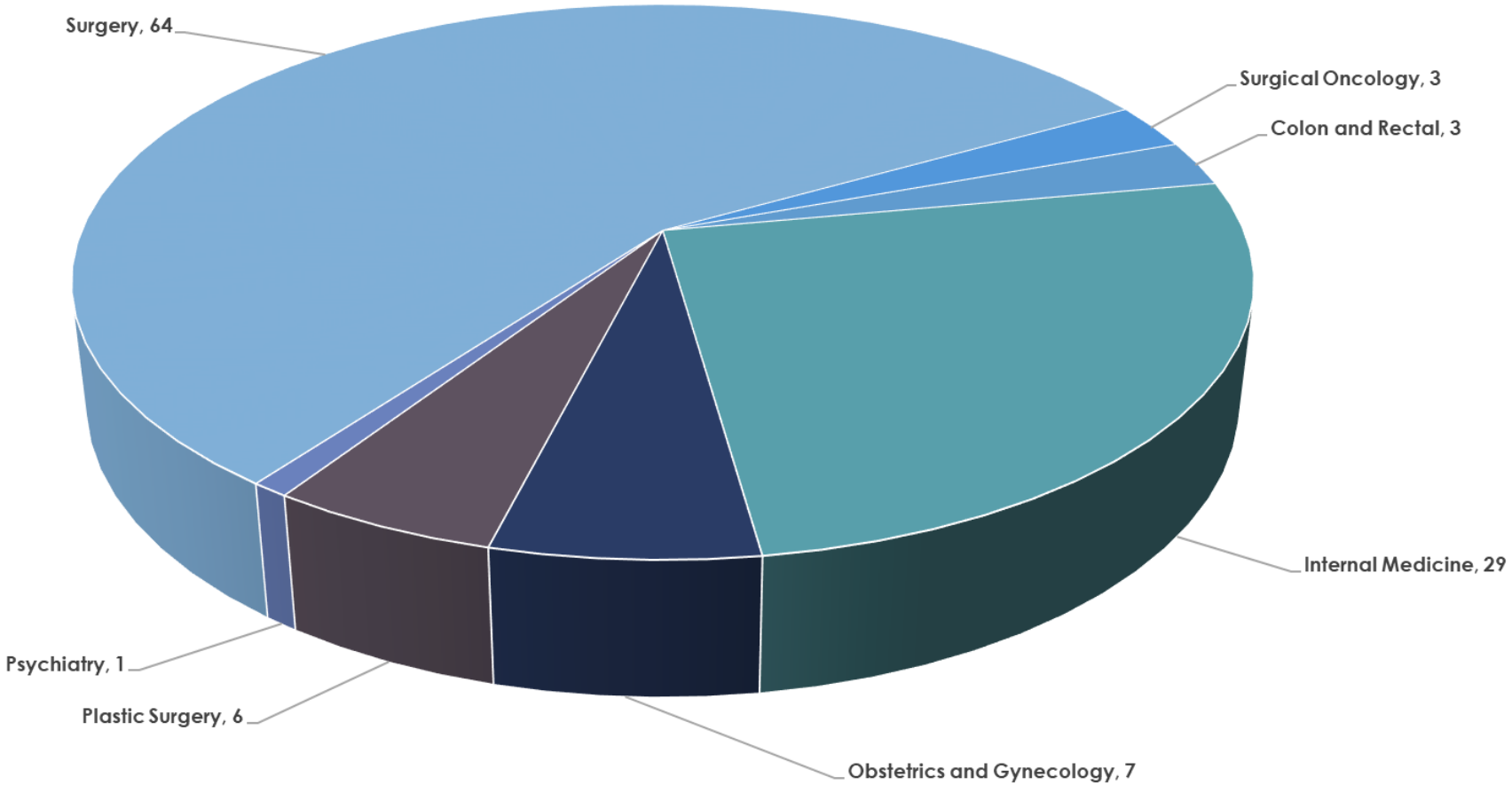
CTO and IRB 2022 Data

UMC Clinical Trials Office (CTO)
UMC Institutional Review Board (IRB)

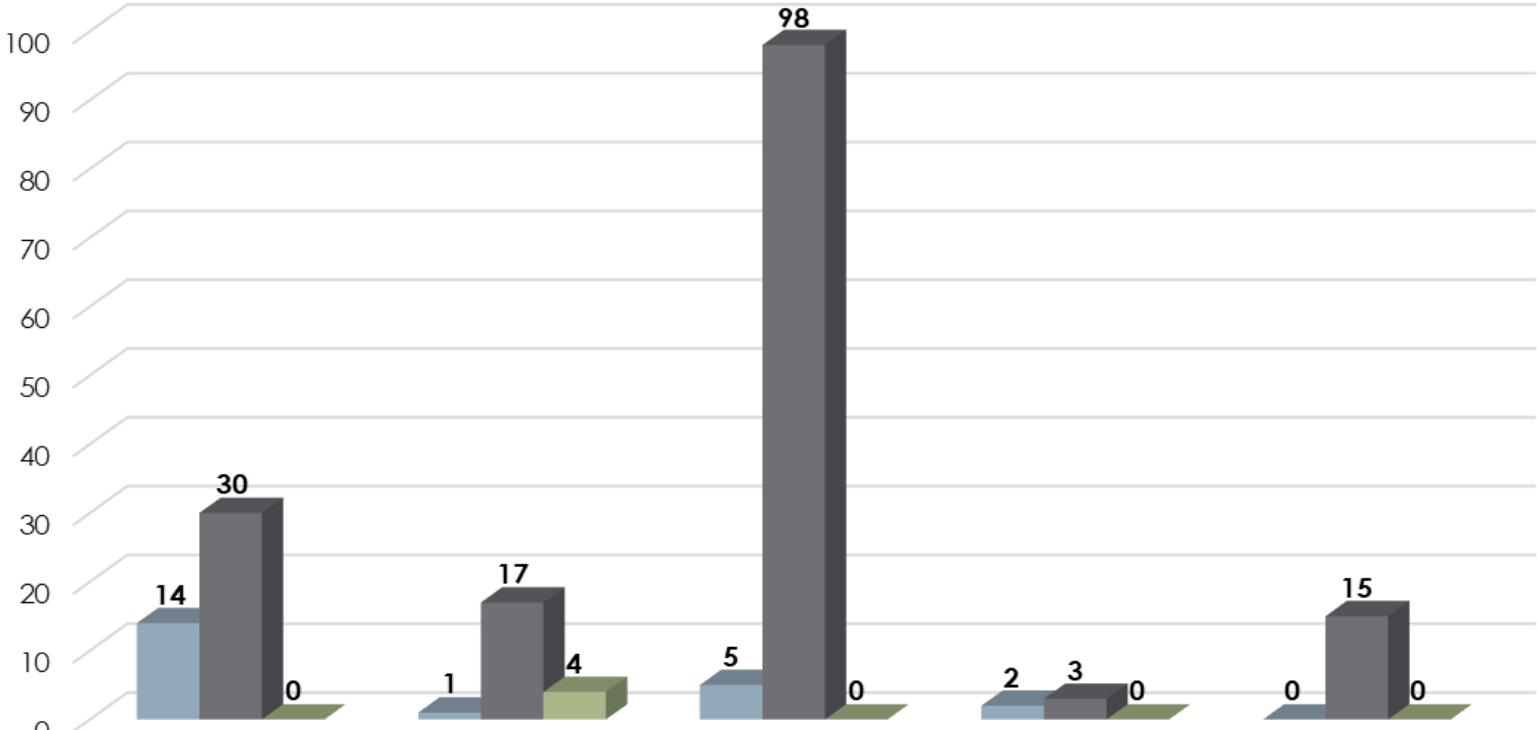
Active IRB Studies by Department UMC



Active IRB Studies by Department UNLV

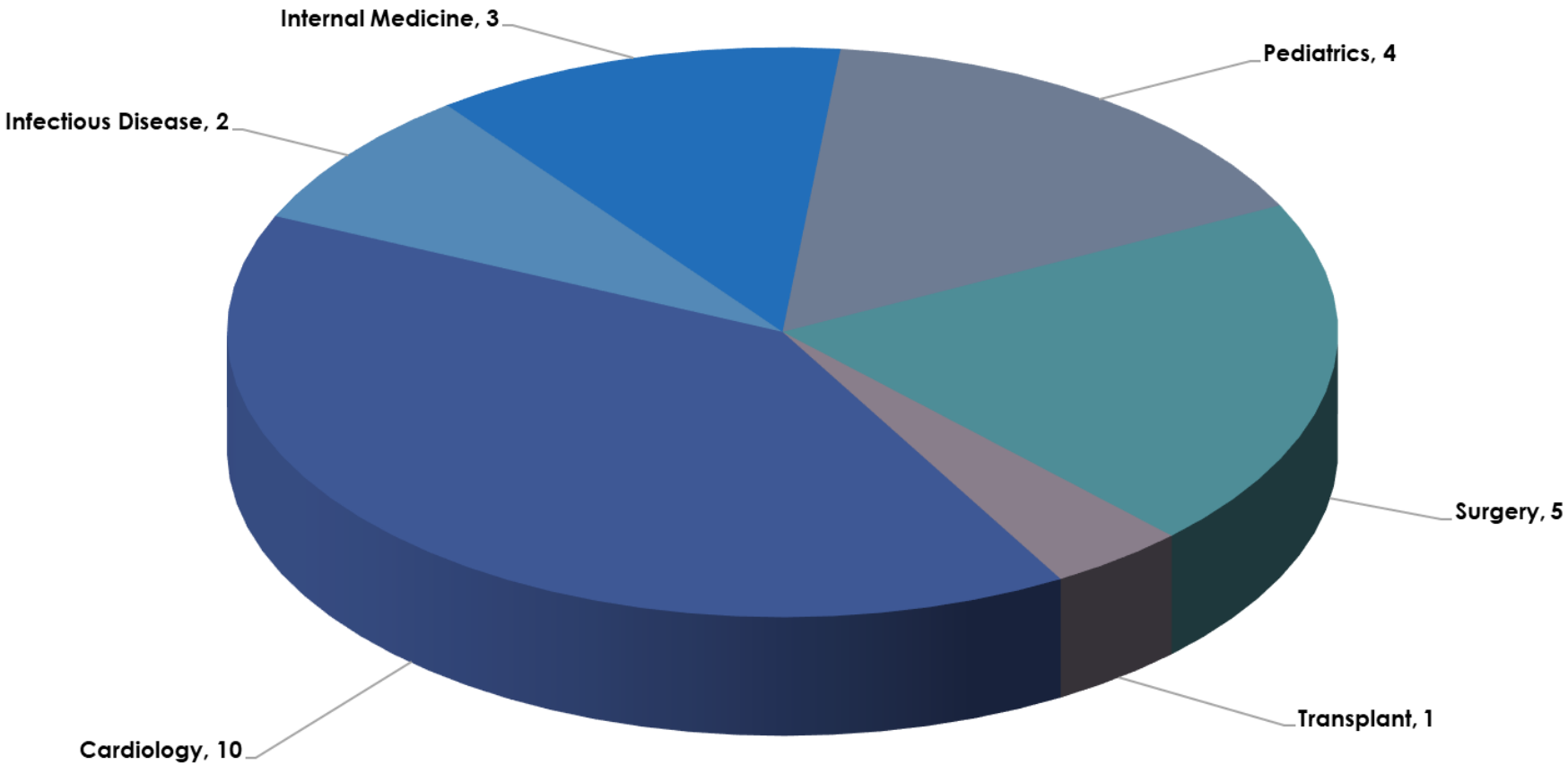


IRB Submissions December 1, 2021 through November 2022

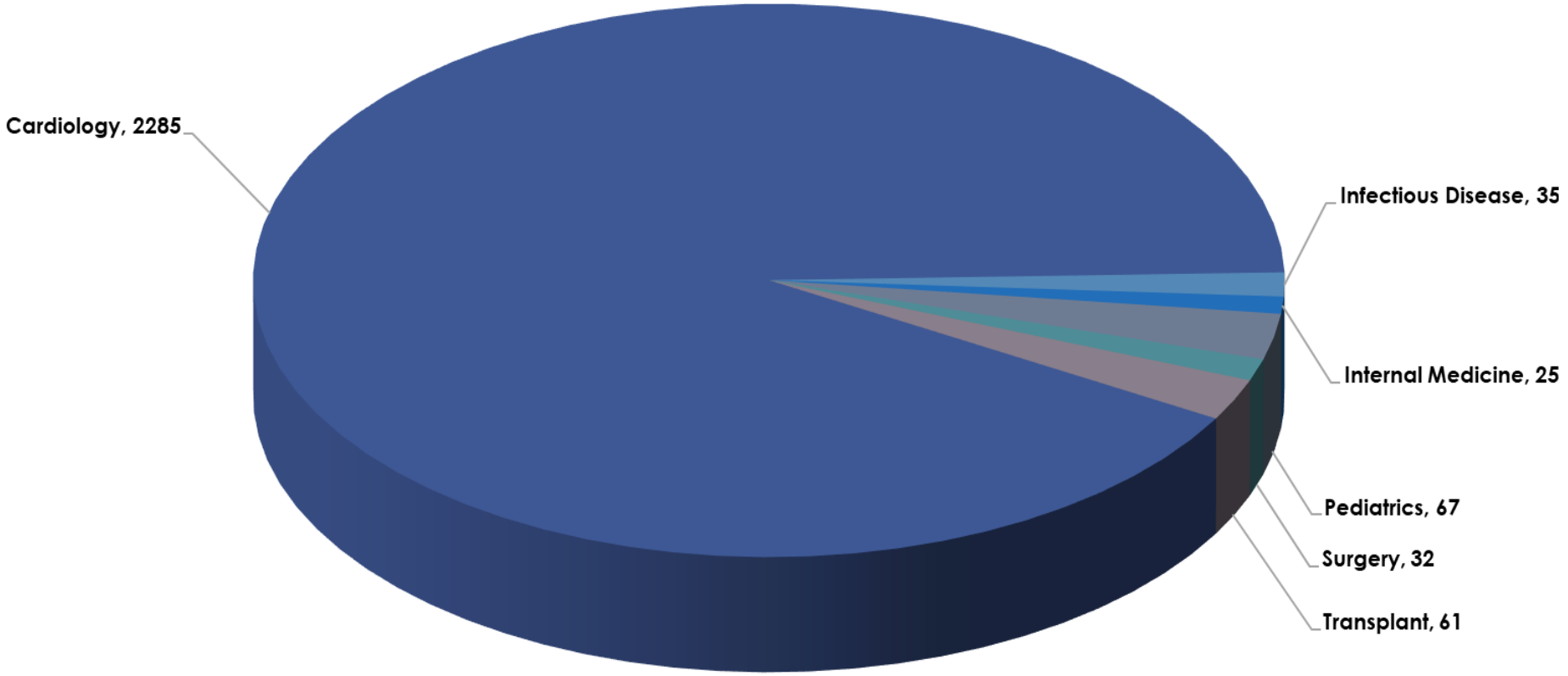


	Continuing Review	Initial Review	Amendment	Adverse Event	Study Closure
Full Board	14	1	5	2	0
Expedited	30	17	98	3	15
Exempt	0	4	0	0	0

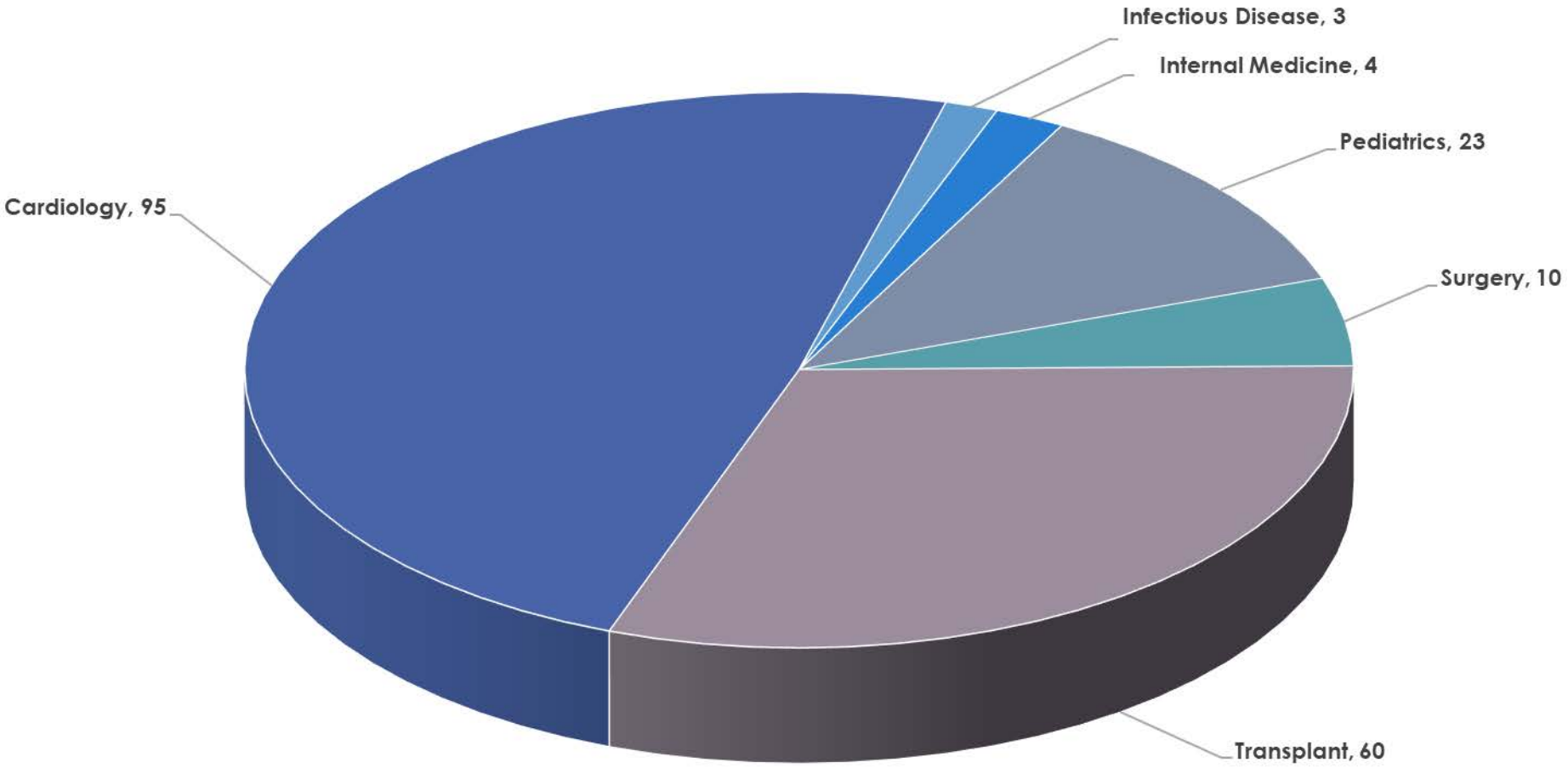
Active CTO Studies by Department



Screening by Department



Enrollment by Department



DISCUSSION / QUESTIONS ?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – 340B Program**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational presentation from Jamie King, Director of Pharmacy, regarding the 340B Program at UMC; and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the 340B Program.

Cleared for Agenda
February 22, 2023

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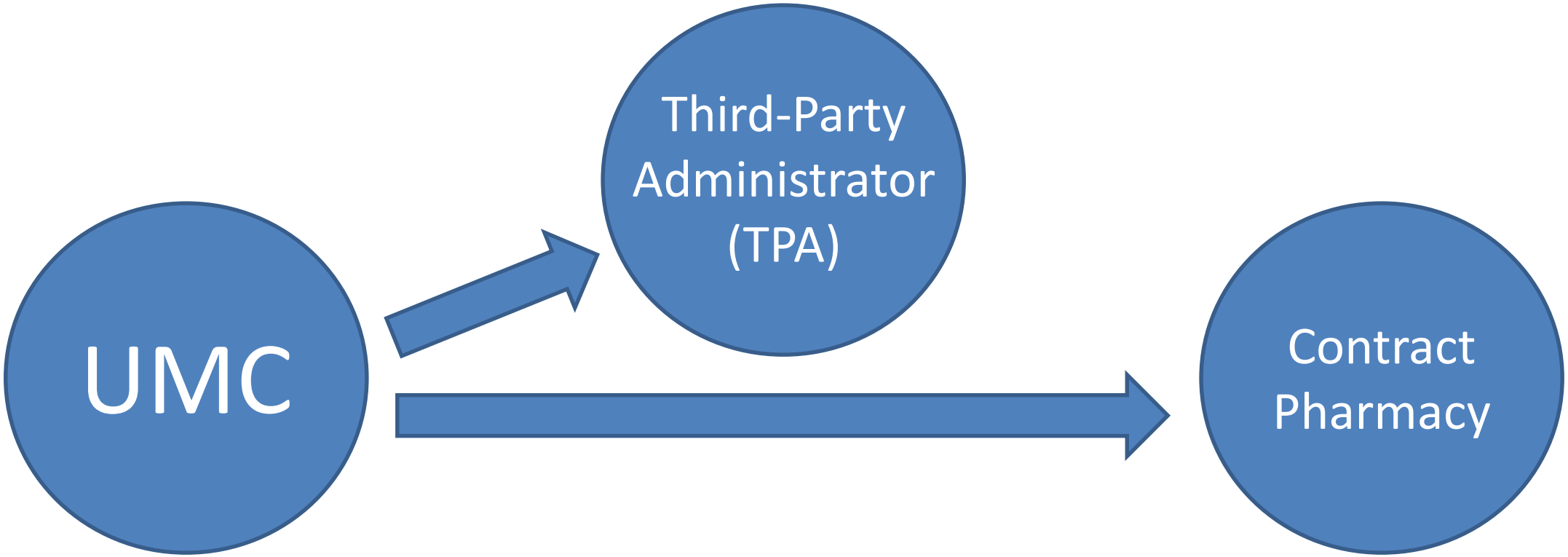
What is 340B?

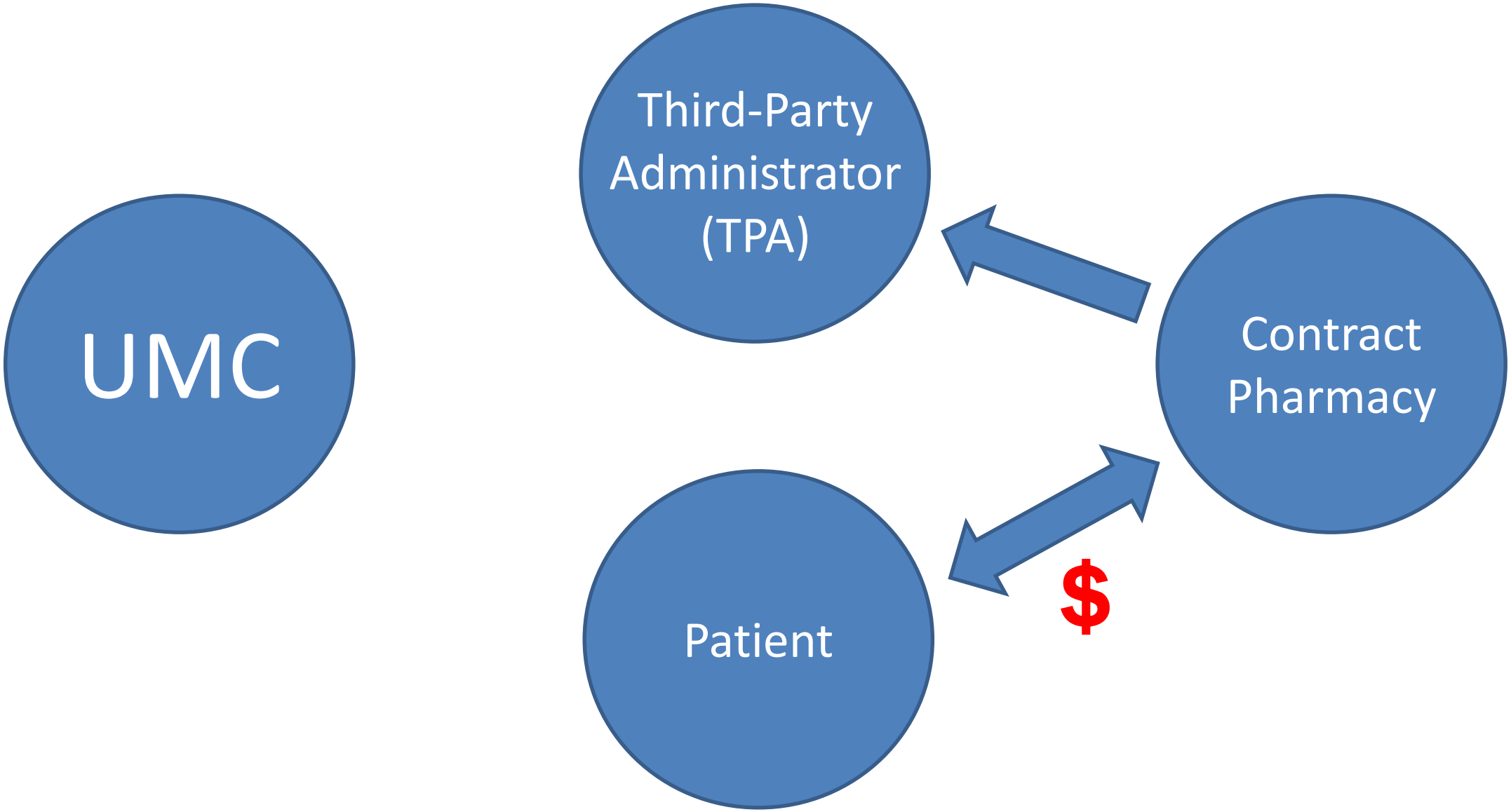
- Requires pharmaceutical manufacturers to provide discounts on covered OUTPATIENT drugs for “covered entities”
  - Typically 40-60% savings, although some drugs cost as little as $0.01
- Allows hospitals to stretch scarce federal dollars to take care of vulnerable populations
- HRSA has significant compliance requirements for “covered entities” (handled by dedicated staff at UMC)

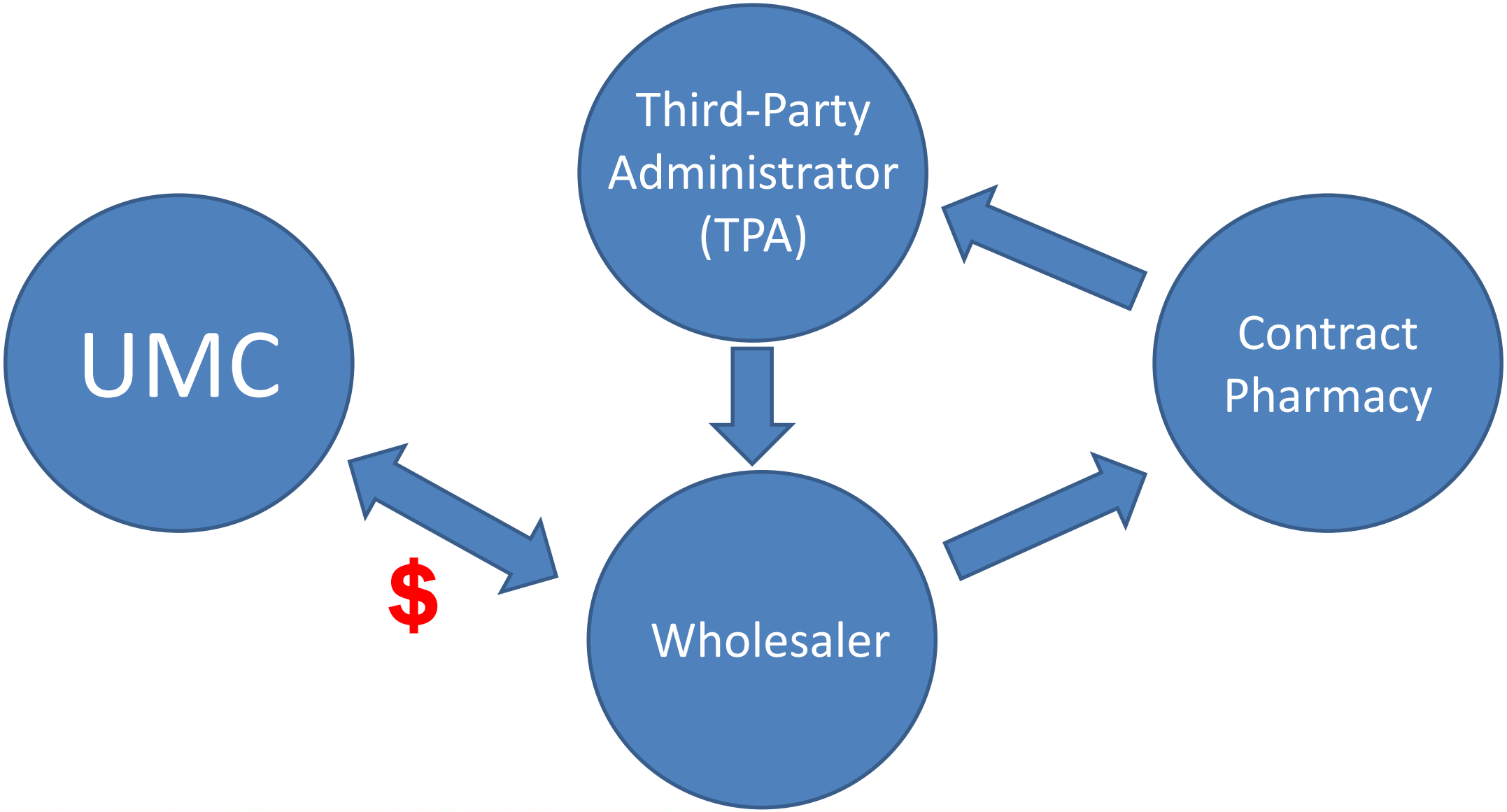
340B at UMC

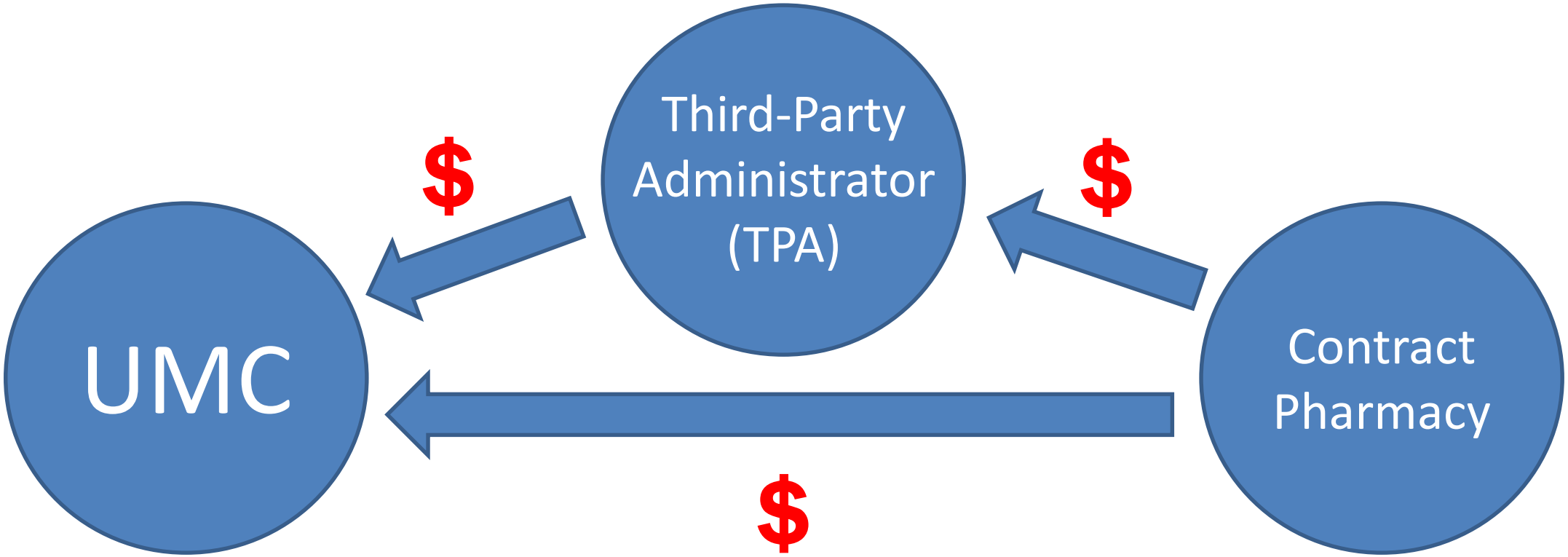
- Joined July 1994
- Allows us to purchase discounted drugs for outpatients at UMC
  - Outpatient surgery
  - Emergency
  - Clinics / Outpatient Infusions
- Contract pharmacy arrangements allow us to retain savings for UMC patient prescriptions in the community
- Referral prescriptions may be captured with appropriate follow-up and documentation
  - UMC just signed with a vendor to help with referral capture
  - Expected $200-600K/year in additional net savings

$11.4 million net savings in FY21


UMC
Third-Party Administrator (TPA)
Contract Pharmacy


UMC
Third-Party Administrator (TPA)
Contract Pharmacy
Patient
$


Third-Party Administrator (TPA)
UMC
Contract Pharmacy
$
Wholesaler


Third-Party Administrator (TPA)
$
$
UMC
Contract Pharmacy
$

Contract Pharmacy Savings

Patient/Insurance Payment

- Contract Pharmacy Fees
- TPA fees
- 340B Replenishment Drug Cost

Net Savings to UMC

Gross Savings (ie, check sent to UMC)

CMS decreased payment

January 1, 2018	CMS instituted an adjusted payment of the Average Sales Price (ASP) minus 22.5% for certain separately payable drugs (compared to ASP + 6% for non-340B hospitals)
June 15, 2022	Supreme Court ruled that CMS overstepped it's authority in cutting 340B reimbursement for hospitals in 2018 and 2019
July 15, 2022	CMS released Hospital OPPS Proposed Rule for CY2023 stating intent to reinstate pricing for 340B drugs in 2023
September 28, 2022	Federal court ruled that cuts from CMS to 2022 reimbursement for drugs under the 340B Drug Pricing Program must stop immediately
January 10, 2023	District court ruled that CMS can propose appropriate repayment for 2018-2021, likely to be finalized in fall of 2023

- Estimated repayment for January 2018-May 2022 is $740K, quarterly increase of $90K

Attacks on Contract Pharmacies

- Manufacturers have refused or restricted access to 340B pricing with contract pharmacies
  - Many are requiring data submission to 340B ESP
- March 2021 – 225 members of House signed a bipartisan letter urging HHS to protect the 340B program
- May 2022 – HRSA notice to manufacturers
- November 2022 – two decisions, one in favor of HHS, one in favor of manufacturers
- January 2023 – appeals court decided in favor of manufacturer

Impact to UMC from Attacks

- February 1, 2023 – 2 additional manufacturers added restrictions/refusal for contract pharmacies
- Johnson & Johnson added additional restrictions requiring UMC to designate one single contract pharmacy with them
  - Decrease in net savings/revenue ~ $450K
- Overall participation in the 340B ESP program has recouped ~ $200K/month net savings
- 96% of savings at UMC comes from contract pharmacy

Next Steps for UMC

- Joined 340B Health – advocacy and education
- Transparent 340B program in alignment with AHA Pledge
- Reopen outpatient pharmacy, which bypasses contract pharmacy arrangements for those prescriptions we can retain
- Work with legislators to protect the 340B program

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Supply Chain Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a presentation from Douglas Moser, Director of Materials Management regarding Supply Chain; and direct staff accordingly. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

Review and discuss the issues related to the global supply chain and the effects it has had on UMC.

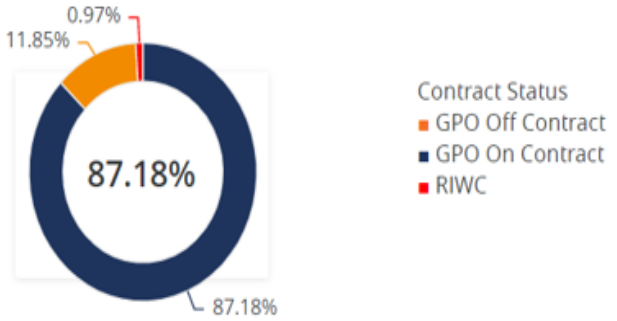
Cleared for Agenda
February 22, 2023

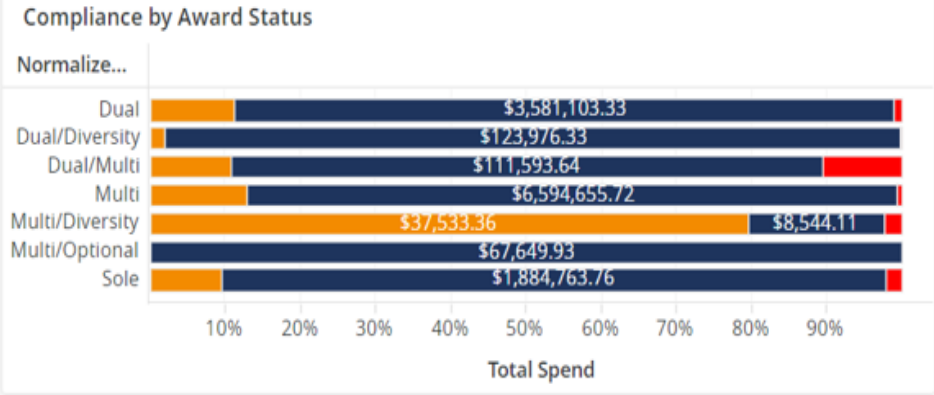
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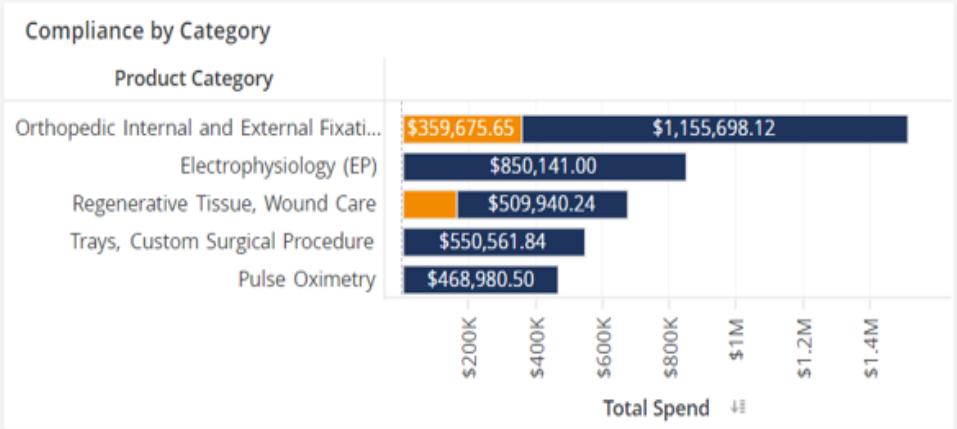


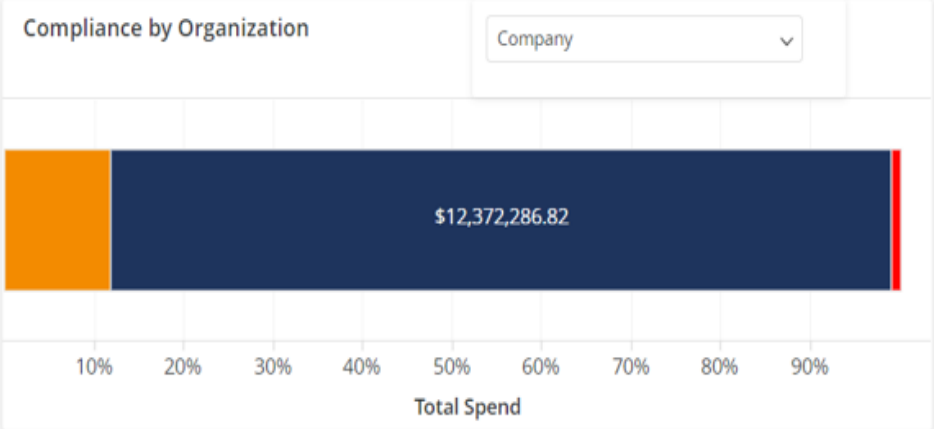
UMC HealthTrust Contract Compliance Trend											
Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	
75.4%	76.6%	64.1%	68.8%	81.9%	80.6%	85.0%	83.4%	85.8%	88.5%	87.2%	

Total Spend	Compliant Eligible Spend	On Contract Spend	Off Contract Spend
$18,978,831	$14,191,005	$12,372,287	$1,818,718









HealthTrust Market and Pricing Outlook for 2023/2024

- Mergers and Acquisitions activity will likely rebound in 2023
  - Activity slows in 2022 as companies face rapidly changing market conditions
- Simplification of operations/manufacturing
  - BD continues to simplify their product portfolio
  - Argon exits specialty procedure tray business
  - Baxter to focus on simplifying manufacturing footprint
  - Increasing commitment to Environmental Sustainability and Governance
  - Climate Impacts, global health equity, Diversity equity and inclusion
- Supplier Price Strategy
  - Push for increases continues
  - More stringent management of compliance to tier/LOC requirements
- Global Supply Chain Dynamics
  - US/China Tariffs
  - China/Taiwan
    - Semiconductors largest risk
  - China's removal of Zero-Tolerance Covid Policy
  - Russia/Ukraine War
  - Ocean Freight
    - Rates down to pre-pandemic levels
  - Raw Materials
    - Most are still elevated but we are seeing some prices falling
  - Ethylene Oxide Sterilization
    - EPA working to revise rules and strengthen monitoring
    - Sterilization capacity is limited, driving up costs
- General Price Outlook
  - Inflationary pressure will lessen our overall results for 2023/2024
  - Despite these factors aggregate savings are projected to be conservatively positive (0 – 3% in aggregate)
  - Pharmacy, Pharmacy Benefits Management (PBM) and Medical Device sourcing will likely yield greatest results

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Organizational Performance Goals for FY23**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the status of FY23 Organizational Performance Goals; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on FY23 Performance goals.

Cleared for Agenda
February 22, 2023

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for January FY23 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report for January FY23; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

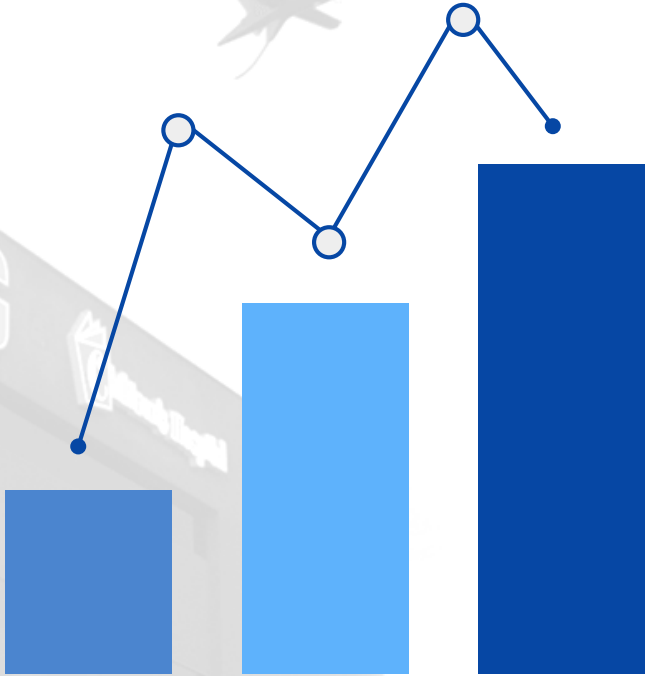
The Governing Board will receive an update on January FY23 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
February 22, 2023

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January 2023 Financials

GB Meeting



KEY INDICATORS – JAN

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,213	18,069	11.86%	20,361	(148)	(0.73%)
Total Admissions	1,999	1,916	4.32%	1,827	172	9.41%
Observation Cases	804	1,097	(26.71%)	1,097	(293)	(26.71%)
AADC	652	583	11.86%	657	(5)	(0.73%)
ALOS (Admits)	7.12	6.16	15.57%	7.47	(0.35)	(4.69%)
ALOS (Obs)	0.97	1.42	(31.78%)	1.42	(0.45)	(31.78%)
Hospital CMI	1.79	2.14	(16.30%)	2.07	(0.29)	(13.79%)
Medicare CMI	1.89	2.26	(16.50%)	2.20	(0.31)	(13.99%)
IP Surgery Cases	742	791	(6.15%)	754	(12)	(1.59%)
OP Surgery Cases	376	434	(13.43%)	171	205	119.88%
Transplants	16	12	33.33%	12	4	33.33%
Total ER Visits	8,991	8,967	0.27%	8,706	285	3.27%
ED to Admission	11.36%	-	-	7.37%	3.98%	-
ED to Observation	11.10%	-	-	12.86%	(1.76%)	-
ED to Adm/Obs	22.46%	-	-	20.24%	2.22%	-
Quick Cares	16,787	20,528	(18.23%)	19,473	(2,687)	(13.80%)
Primary Care	6,842	5,158	32.65%	4,831	2,011	41.63%
UMC Telehealth - QC	526	195	169.74%	27	499	1848.15%
OP Ortho Clinic	1,431	-	100.00%	-	1,431	100.00%
Deliveries	137	107	27.89%	104	33	31.73%

SUMMARY INCOME STATEMENT – JAN

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$71,809,676	$66,776,755	$5,032,921	7.54%	↑
Net Patient Revenue as a % of Gross	19.30%	19.12%	0.18%	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$73,236,908	$66,191,280	($7,045,628)	(10.64%)	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($1,427,232)**	**$585,475**	**($2,012,708)**	**(343.77%)**	↓
Add back: Depr & Amort.	$3,231,432	$2,946,678	($284,754)	(9.66%)	↓
Tot Inc from Ops plus Depr & Amort.	**$1,804,199**	**$3,532,153**	**($1,727,954)**	**(48.92%)**	↓
Operating Margin (w/Depr & Amort.)	**2.51%**	**5.29%**	**(2.78%)**	-	

SUMMARY INCOME STATEMENT – YTD JAN

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$481,387,591	$465,956,340	$15,431,251	3.31%	↑
Net Patient Revenue as a % of Gross	18.15%	18.67%	(0.51%)	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$487,631,817	$464,937,023	($22,694,793)	(4.88%)	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($6,244,226)**	**$1,019,316**	**($7,263,542)**	**(712.59%)**	↓
Add back: Depr & Amort.	$20,542,562	$20,267,890	($274,672)	(1.36%)	↓
Tot Inc from Ops plus Depr & Amort.	**$14,298,336**	**$21,287,206**	**($6,988,870)**	**(32.83%)**	↓
Operating Margin (w/Depr & Amort.)	**2.97%**	**4.57%**	**(1.60%)**		

SALARY & BENEFIT EXPENSE – JAN

	Actual	Budget	Variance	% Variance	
Salaries	$27,977,977	$25,061,389	($2,916,588)	(11.64%)	
Benefits	$12,425,560	$12,108,342	($317,219)	(2.62%)	
Overtime	$936,255	$875,404	($60,851)	(6.95%)	
Contract Labor	$1,297,646	$847,614	($450,032)	(53.09%)	
TOTAL	**$42,637,439**	**$38,892,749**	**($3,744,690)**	**(9.63%)**	

EXPENSES – JAN

	Actual	Budget	Variance	% Variance	
Professional Fees	$3,628,471	$3,803,795	$175,324	4.61%	↑
Supplies	$13,377,441	$11,590,137	($1,787,304)	(15.42%)	↓
Purchased Services	$6,998,909	$5,940,506	($1,058,403)	(17.82%)	↓
Depreciation	$2,692,627	$2,316,854	($375,773)	(16.22%)	↓
Amortization	$538,804	$629,824	$91,020	14.45%	↑
Repairs & Maintenance	$831,467	$914,217	$82,750	9.05%	↑
Utilities	$697,424	$376,365	($321,059)	(85.31%)	↓
Other Expenses	$1,394,266	$1,535,979	$141,713	9.23%	↑
Rental	$440,061	$190,854	($249,207)	(130.57%)	↓
Total Other Expenses	**$30,599,470**	**$27,298,531**	**($3,300,938)**	**(12.09%)**	↓

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Receive an update from Meena Vohra, M.D.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Chief of Staff, Meena Vohra, M.D., will provide a Medical Staff update.

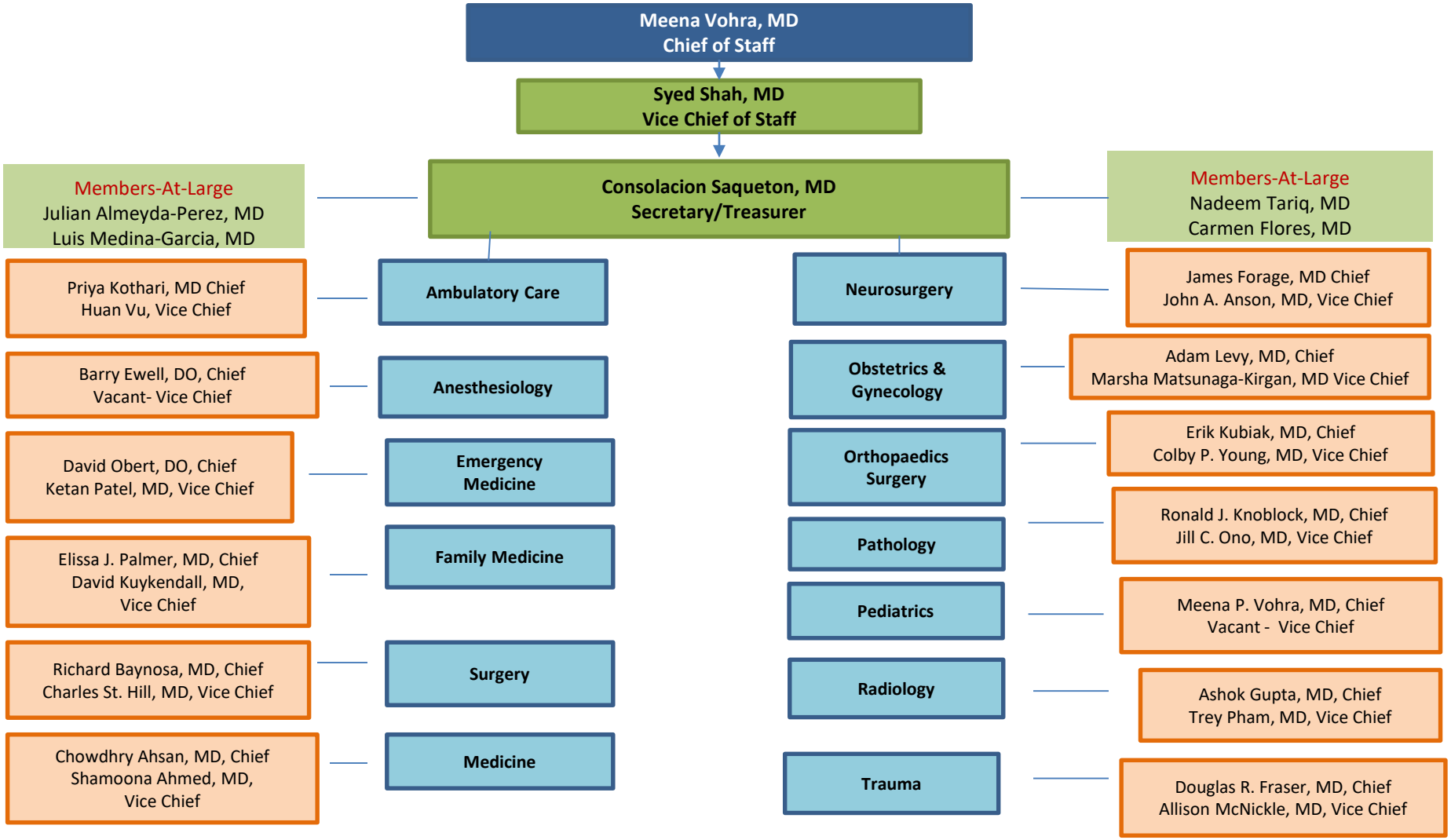
Cleared for Agenda
February 22, 2023

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UMC
UNIVERSITY MEDICAL CENTER

Chief of Staff Report

UMC MEDICAL STAFF ORGANIZATIONAL CHART-2023



MEDICAL STAFF OFFICE ACCOMPLISHMENTS

- 15 Day Medical Record Delinquency Rate – decreased from 80% to 4.19%%
- Department Chiefs' Involvement – Reporting at MEC
- Urgent Button for Radiological procedures
- Extra Computer for Physician Dictation Room
- IT/EPIC/HIM Staff Available in the Physicians' Lounge
- Finalized adult ICU Admit/DC Criteria - decreased MERT calls and improved patient care

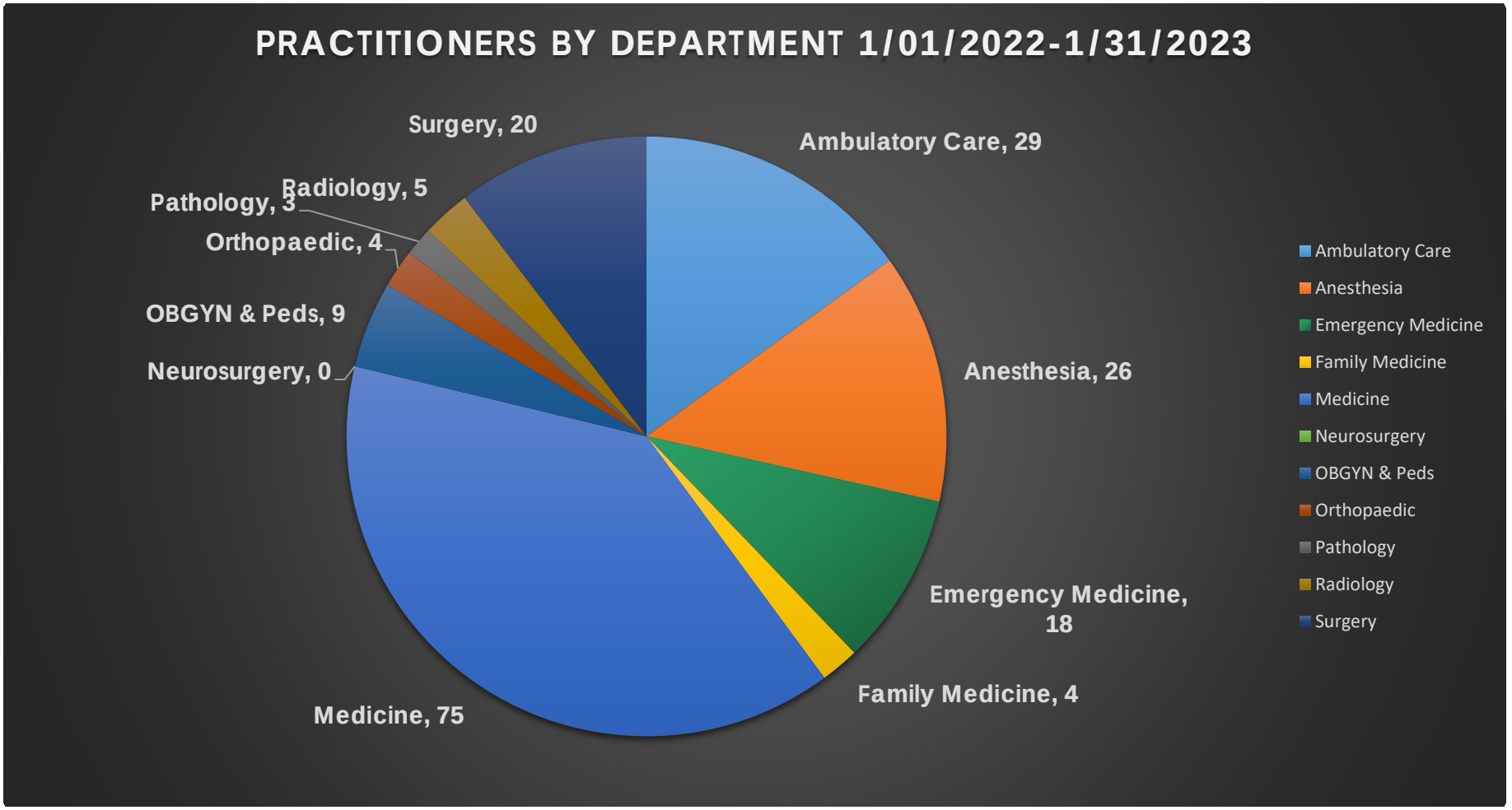
MEDICAL STAFF OFFICE ACCOMPLISHMENTS

- ED Consultation Workflow
- Delineation of Privileges Revisions- Internal Medicine Department, Ambulatory Care Department, Transplant Surgery (working on other Departments)
- Policies – updated several Policies (at least 200)
- Security enhancement
- Department Meetings reinstituted
- Medical Staff & Hospital Committee membership updated

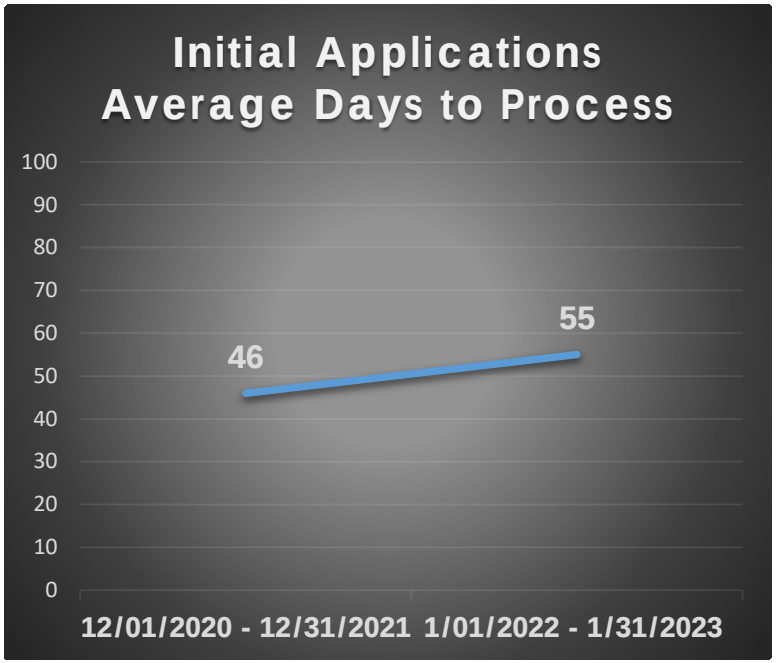
WORK IN PROGRESS

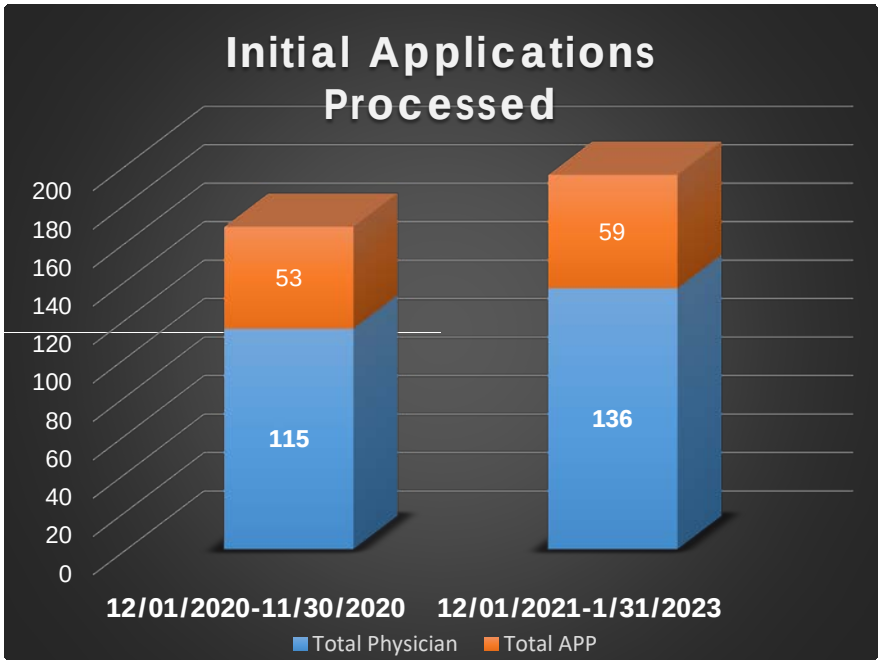
- Verbal Order Compliance – Attendings need to sign within 48 hours
- H & P Compliance – **Neonatology – only Department to meet Threshold of greater than 85% - Attendings need to co-sign within 24 hours**
- Brief Op Note/ Operative/Procedure Note Compliance – Average 50%; need 100% Compliance- required by The Joint Commission- Attendings need to co-sign before transfer to the next level of care
  Neurosurgery 100% Compliance
- Educational/Informational Note Holders - in Physicians' Lounge
- CVCU/IMC Admit/DC Criteria

NEWLY CREDENTIALED PRACTITIONERS



CREDENTIALING APPLICATION PROCESSING





- Emergency/Temporary Privileges granted – 5 CVT Surgeons; 21 Anesthesiologists

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Kirk Kerkorian School of Medicine Dean's Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. ***(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
February 22, 2023

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**CEO Update**	**Back-up:**
Petitioner:	Mason Van Houweling, 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 Van Houweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
February 22, 2023

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UNIVERSITY MEDICAL CENTER

CEO Update
February 2023

CEO Update

- UMC Center for Transplantation
- Lions Burn Care Reverification
- Anesthesia – 33 providers to date
- ED CT/X-ray an Trauma IR replacement project kickoff next week
- Aliante Grand Opening – February 28th at 10:00 am
- RJ Op Ed – Metropolitan Anchor Hospitals
- Nevada Healthcare Legislative Guide
- PERS Contribution Changes
- Leadership Symposium
- Real Vegas "Most Magnificent Men" – February 23rd at 6:00 Echo and Rig

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Chairman's Closing Comments**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive closing comments from Chairman John O'Reilly; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 22, 2023

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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
February 22, 2023

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board go into closed session pursuant to NRS 450.140(3), to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
February 22, 2023

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