UMC Governing Board Meeting

Wednesday, March 31, 2021 2:00 pm

Delta Point Emerald Suite

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
March 31, 2021, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, March 31, 2021, commencing at 2:00 p.m. at the location listed above to consider the following:

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

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

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

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

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 special meeting and the regular meeting of the UMC Governing Board held on February 24, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the March 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 23, 2021; and take action as deemed appropriate. *(For possible action)*

5. Approve the Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

6. Approve the Agreement for COG Cubicle Curtains with Emerald Utah, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

7. Approve the Amendment One to Custom Equipment Purchase Option A Agreement with Sysmex America, Inc. for XN-9100 Hematology Equipment Reagents; and take action as deemed appropriate. *(For possible action)*

8. Approve the Enterprise Service Agreement, Quotation, and Business Associate Agreement with American Well Corporation for a telemedicine technology platform; authorize the Chief Executive Officer to sign the Agreements; and take action as deemed appropriate. *(For possible action)*

9. Approve the Amendment to Agreement for Maintenance, Software/Hardware, Purchase and Services and Quotation with Extreme Networks, Inc. for data network equipment and services; authorize the Chief Executive Officer to sign the Amendment; and take action as deemed appropriate. *(For possible action))*

SECTION 3: BUSINESS ITEMS

10. Recognize and receive a donation in the amount of $10,124.00 from the local Farmer Boys Restaurants following the company's third annual fundraiser for UMC Children's Hospital; and take any action deemed appropriate. *(For possible action)*

11. Receive training from Maria Sexton, Chief Information Officer, regarding UMC's Information Technology and Information Security Programs; and take any action deemed appropriate. *(For possible action)*

12. Review and discuss the Governing Board 2021 Action Plan, to include a presentation from Dawn Babilonia, UNLV Healthcare Administration Intern, regarding UMC's Employee Engagement Survey; and take any action deemed appropriate. *(For possible action)*

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

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

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

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

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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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 Special Meeting
February 24, 2021

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, February 24, 2021
10:00 AM.

The University Medical Center Governing Board met in special session, at the location and date above, at the hour of 10:00 AM. The meeting was called to order at the hour of 10:00 AM 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
Robyn Caspersen
Harry Hagerty
Laura Lopez-Hobbs
Christian Haase
Renee Franklin
Jeff Ellis – via WebEx
Mary Lynn Palenik – via WebEx

Ex-Officio Members:

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

Absent:
None

Others Present:
Mason VanHouweling, Chief Executive Officer
Michelle White, Chief of Staff – Office of the Governor
Jim Murren, Chairman of the COVID-19 Response, Relief & Recovery Task Force
John Steinbeck, Fire chief, Clark County Fire Dept.
Carissa Rey, Academic and External Affairs Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Patricia Scott, Clinical Quality Director
Danita Cohen, Experience
Debra Fox, CNO
Kurt Houser, CHRO

Susan Pitz, General Counsel
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Agenda *(For possible action)*

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

SECTION 3: BUSINESS ITEMS

ITEM NO. 3 Introduction and opening comments from Chairman John O'Reilly.

Chairman O'Reilly thanked everyone for their attendance and their participation in the survey process to help identify areas for improvement for the year. The goal for this Board is to identify action items and implement action plans which will allow UMC to be even more improved in 2021 after COVID.

He added that there are many lessons that have been learned during 2020. Through this dialog and with additional focus, the Governing Board can supplement what is done effectively every month at the Committee level to improve the hospital and the community.

ITEM NO. 4 Receive a report from UMC CEO a report from UMC CEO, Mason Van Houweling, regarding the Southern Nevada healthcare environment and market assessment; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Market Competitor Activity

Mason Van Houweling, CEO provided an overview of the Las Vegas healthcare market and the activities of the major hospital systems in Clark County, which includes Hospital Corporation of America (HCA), Universal Health Services (UHS), Dignity Health, Intermountain and several other facilities. He gave a breakdown of each facility bed count, services provided and strategic activities.

FINAL ACTION: None

ITEM NO. 5 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee, and take any action deemed appropriate. ***(For possible action)***

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

DISCUSSION:

The meeting was held on February 8, 2021 at 3:02 pm. There was a quorum of members in attendance. There was no public comment. The minutes of the December 7, 2020 meeting were approved and the agenda was approved.

Updates on the Magnet journey and the NDNQI RN survey were presented by Deb Fox. Nurses are required to participate and the minimum requirement for participation is 51% and the UMC goal of 90% was achieved and exceeded. There has been improvement in most areas categories of Magnet status.

JoAnna Dean and Jovi Romitio provided additional information regarding patient experience relating to HCAHPS scores. Four categories within HCAHPS which require improvement, were selected for training; education and action plans have been implemented in all 48 nursing units to reflect improvement in these categories. Benchmarks must be achieved in order to reach Magnet status.

Ron Roemer, Director of Research, provided the committee with an update on clinical trials at UMC. There have been more new studies in FY2021 than in all of 2020. The total number of patients enrolled has also increased. Currently UMC has 156 active studies and UNLV has 76. There are 2 COVID studies under investigation.

Patty Scott provided the Quality, Safety and Regulatory update. The patient experience team has been working on COVID related duties for 1 year, including screening, testing and vaccinations. A review of HCAHPS and ICARE4U initiatives was provided. Also reviewed were 3rd quarter 2020 grievances and CEO performance objectives.

Policies and procedures were approved, along with contract evaluation. The committee unanimously approved the activities of the UMC Policy and Procedures Committee meeting from November 30, 2020.

Lastly, emerging issues included an invitation to Ron Roemer to provide updates regarding clinical studies and to continue receiving updates on Magnet status. There was no public comment and the meeting adjourned at 4:30 pm.

FINAL ACTION: None

ITEM NO. 6 Discuss 2021 initiatives of the Governing Board Clinical Quality and Professional Affairs Committee, to include community outreach goals and

quality initiatives; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Quality Presentation
- Experience Update
- PTE and Magnet Details

DISCUSSION:

Patty Scott described the culture of safety that is provided through the Clinical Quality Committee. The committee establishes the framework necessary to promote a culture of quality, safety, transparency and reliability. This is a continuous learning organization. Leadership has been directly engaged with progress with Magnet and Patient Experience. Focus areas of performance improvement and accomplishments were discussed.

Danita Cohen, Chief Experience Officer, talked about the goal of inspiring a post-pandemic culture that focuses on the patient experience and not solely on COVID-related safety measures. She highlighted the comments received from patients who have visited the testing and vaccination sites. She noted that almost 1 million tests have been performed and approximately 26K vaccinations have been administered. An overview of the community outreach events, awards and recognitions were reviewed. Lastly, she spoke about the UMC Foundation donations received.

Deb Fox, Chief Nursing Officer, provided the theoretical highlights of Pathways to Excellence (PTE) and Magnet designations. UMC is one of only five hospitals in the US that is doing a dual journey, meaning we are maintaining the Pathways designation while we are on the Magnet journey. This is now recognized as an international designation. It has been a strategy to achieve PTE first and there are only 196 PTE facilities in the US. Within Nevada, there are 5 Pathways facilities.

The Magnet journey was next discussed. Ms. Fox stated that despite challenges, the nursing staff has met most benchmarks on the survey and has had a 93% response rate. This designation is the highest and most prestigious credential a healthcare organization can receive. There are 461 Magnet hospitals, representing 7.6% of all licensed facilities as of 2020. Only about 3% of Magnet hospitals are successfully re-designated. Lastly, she detailed where we are in the application journey.

At this time, the Board proceeded to Item 9 to have a round table discussion with community leaders.

ITEM NO. 9 Roundtable discussion on Nevada's Covid-19 response with community leaders; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Chair O'Reilly introduced Governor's Chief of Staff, Michelle White, Chairman Jim Murren and Fire Chief John Steinbeck as the community leaders participating in the roundtable discussion.

Chief White began the discussion by reflecting on the coordinated effort taken by leaders from the state, including those from healthcare, private and public sectors, emergency response and the National Guard, to come together and develop the response needed to tackle the COVID crisis. She noted some of the challenges that the state faced in acquiring PPE and the difficult decisions that were made while navigating through this crisis. There is optimism in the roadmap to recovery and kick-off of a safe re-opening plan. The focus now is on vaccinations and a long term transition to "back to normal", economic recovery and the future of the State.

Chairman Murren provided an overview of where we were a year ago because it informs how we should move forward in the future. He described development of teams to help acquire PPE, the $10.8 million in funds raised to make purchases of PPE and assistance from resources in the private sector which helped keep Nevada safe. Testing capacity in the state was discussed. He highlighted the work done at UMC and the PCR COVID specific lab, which can test 10K people a day. The app COVID Trace, which was developed to assist in efforts with contact tracing, has been downloaded by nearly 700K Nevadans. The Connected Kids internet initiative and vaccination roll out initiatives were next highlighted. He concluded that Nevada, Las Vegas, should be considered the health safety capital of America. A layering approach of facilities readiness is being created to provide solutions will mitigate the challenge of COVID. He also sees an optimistic future.

Chief Steinbeck took an opportunity to thank Chairman Murren and Chief White for their support. He shared his appreciation for the partnership with UMC and the availability of PPE and testing to assist emergency management. The opportunity to provide protection to the staff and the community has been empowering. He added that this is the most important effort that we will ever be a part of in our community's history. The Chief shared his experiences in helping at the testing sites. Recovery begins long before the emergency and his hope is that we come back stronger than before.

Chairman O'Reilly asked that the panel focus on the economic disaster that has been imposed on the community and other challenges that have immersed the community. He also asked what are top items that the state, hospital and community can focus on to avoid economic disasters in the future and the possible prevention measures in place.

Chief White noted that this was a public health crisis before it became apparent that it was so much more than that with many devastating impacts. There is a noticeable difference in the economic impact between southern Nevada as compared to northern Nevada. The reality is that the state needs to have a concentrated effort on southern Nevada based on the data that has been received. The state of Nevada could suffer if southern Nevada does not have a

strong recovery. She continued with the plans moving forward in supporting the businesses, the conventions and the education system.

Chairman Murren spoke briefly about the top important items that we can focus on to avoid the economic disasters that could happen in the future. Continue to build testing capacity and ensure we are invested in resources. There needs to be investment in the school system statewide with the same health safety requirements. Lastly, we need to have consumer confidence, which is the key to the state's economy.

Chairman O'Reilly agreed that we can and need to be the health safety destination of America.

Chief Steinbeck agreed with the statements of Chief White and Chairman Murren. He added that we have the best safety codes requirements in the world. He noted the importance of the vaccination efforts and said we should focus now on public messaging, the importance of getting vaccinated and improvement in the testing process, as well as public health. Lastly, he said if there are no jobs there is no recovery.

Chairman O'Reilly stated consumer confidence and safety is important. He added that we can change the world of healthcare and fast track construction.

Chief White concluded by thanking the Board for inviting her and by providing the most recent statistics on increases in vaccine acceptance, allocations and community outreach. Nevada has the 9th highest vaccination utilization rate and we will continue to work together to make sure that we are reaching every community.

Chairman Murren stated that we can't eliminate COVID, but we can take steps to mitigate the spread. He added that competence is critical. We need to implement comprehensive strategies. The solutions will need to be multi-layered. He noted the importance of following the CDC guidelines and best practices. He concluded that if we work toward these goals, we can become the destination for the world.

Chief Steinbeck stated it is an honor to be here and we want to be first in getting the vaccine out and we have to make it easy and accessible and people need to be involved in the plans for recovery moving forward.

Chair O'Reilly thanked the panel for attending and for their commitment to the state.

FINAL ACTION: None

At this time, we returned to continue Item 6.

ITEM NO. 6 Continued

DISCUSSION:

Member Mackay thanked Ms. Scott, Ms. Cohen and Ms. Fox for their presentations and well as acknowledging Members Franklin, Hobbs and Ellis for the value they bring to the Committee and the Board.

He continued this item by relating comments from a veteran UMC nurse he interviewed regarding her views about the quest for Magnet status. She noted the positive change in attitude among the nursing staff because of the ICARE program, as well as the achievement in Pathways. He concluded stating the nursing staff and the patient experience staff appreciate the continued Governing Board support in their quest for Magnet status.

FINAL ACTION: None

ITEM NO. 7 Receive a report from the Medical Staff's roles and responsibilities at UMC from Chief of Staff Frederick Lippmann, M.D.; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Chief of Staff Report

DISCUSSION:

Dr. Lippmann, UMC Chief of Staff, provided an overview of the Medical Dental Staff activities and explained how the committee affects the operations of the hospital. The medical staff organization chart was reviewed. A breakdown of the Physician and Advanced Practice Professional staff was provided, as well as the responsibilities of the Department Chiefs and Medical Executive Committee members.

Department Chief recommends criteria for the delineation of privileges, reviews applications and recommends credentialing. These are then forwarded to the Medical Executive Committee. There are currently 198 Physician and 35 APP initial applicants at UMC. The average length of time to process files is 49 days.

Medical Staff Professionals gather all required information per the Bylaws for review and approval by the Department Chief, such as license verifications, education and training, competencies and any red flags. There are approximately 200 initial applicants and 600 reappointments processed each year.

Member Hagerty asked how the medical staff organization chart aligns with commercial partnerships. The conversation continued regarding the business relations and obligations. Chairman O'Reilly added that we could review what individuals on the organization chart are doing as relates to the business aspects and what can be done to assist them, such as training and coaching.

FINAL ACTION: None

ITEM NO. 8 Discuss 2021 initiatives of the Governing Board Human Resources and Executive Compensation Committee, to include employee workforce initiatives; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- FY21 HR Goals and Initiatives

DISCUSSION:

Member Ellis opened the conversation by relating how the HR Committee has evolved and the workforce initiatives have broadened over the years. He added this is the place people really want to work.

Kurt Houser, HR Director reviewed the HR initiatives that have been put in place for FY2021 and how these have continued to evolve the workforce. Mr. Houser reviewed the HR goals for 2021 and provided an overview of the benefits that are extended to UMC employees. The conversation continued regarding the staffing model.

Chair O'Reilly suggested each committee Chair should focus on priorities for 2021 that could make the most difference in the success of UMC.

FINAL ACTION: None

SECTION 3: CLOSED SESSION

ITEM NO. 10 Go into closed session, pursuant to NRS 241.015(3)(b), to receive training regarding the legal obligations of the public body and to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving matters over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

FINAL ACTION: None

COMMENTS BY THE GENERAL PUBLIC:

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

There being no further business to come before the Board at this time, at the hour of 12:28 PM. Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli, Governing Board Secretary

University Medical Center of Southern Nevada
Governing Board
February 24, 2021

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, February 24, 2021
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:00 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
Robyn Caspersen
Harry Hagerty
Laura Lopez-Hobbs
Christian Haase
Renee Franklin
Jeff Ellis – via phone
Mary Lynn Palenik – via phone

Ex-Officio Members:

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

Absent:
None

Others Present:
Mason VanHouweling, Chief Executive Officer
Matthew Maddox, CEO of Wynn Resorts
Carissa Rey, Academic and External Affairs Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Board Secretary
Brad Friedmutter, Friedmutter Group
Bob Carino, Friedmutter Group
Ryan Gallegos, Friedmutter Group - via phone
Chris Knotz, Friedmutter Group - via phone

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the Governing Board on January 27, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

Chair O'Reilly requested to hold out Item 19 for separate discussion.

FINAL ACTION:

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

SECTION 2. CONSENT ITEMS

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

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

ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meeting held on November 30, 2020; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 6 Approve the Fiscal Year 2020 Audit Report from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- BDO Audit Report

ITEM NO. 7 Ratify the Addendum 1 to Provider Agreement with P3 Health Partners-Nevada signed by the Chief Executive Officer; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Provider Agreement – Addendum One

ITEM NO. 8 Approve the Hospital Services Agreement with LifePrint Health, Inc. d/b/a OptumCare; and authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 9 Approve the Sixth Amendment to Memorandum of Understanding with HCP IPA Nevada, LLC; and authorize the Chief Executive Officer to sign the Amendment; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Sixth Amendment

ITEM NO. 10 Approve the Master Services Agreement with Versalus Health, LLC; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 11 Review and approve the award for RFP No. 2020-12 Chronic Care Management to ViziHealth Solutions, Inc. D/B/A Carepointe; authorize the Chief Executive Officer to sign the Service Agreement for Chronic Care Management; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- RFP 2020-12 Chronic Care Management Service Agreement

ITEM NO. 12 Approve the Amendment Three to Agreement for Consulting Services with United Audit Systems, Inc. d/b/a UASI for coding and auditing services; and authorize the Chief Executive Officer to sign the Amendment; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment Three

ITEM NO. 13 Approve the Agreement for Medical Coding Support with Fort Topco, Inc. d/b/a AGS Health, LLC; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- AGS Health Agreement

ITEM NO. 14 Approve the First Amendment to the Agreement for Advertising & Marketing Services with R&R/CRR Holdings, LLP d/b/a B&P Advertising; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- First Amendment
- Disclosure of Ownership
- Incremental Budget – Attachment A

ITEM NO. 15 Approve the Professional Services Agreement for Radiology Clinical Coverage with Ellis, Bandt, Birkin, Kollins & Wong, PLLC d/b/a Desert Radiology; and authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 16 Approve the Professional Services Agreement for Cardiology Clinical Coverage with Nevada Heart and Vascular Center (Resh), LLP; and authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 17 Approve the Professional Services Agreement for Hospitalist Clinical Coverage with RABessler, M.D., PC d/b/a Sound Physicians of Nevada II; and authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 18 Approve the Microsoft Enterprise Agreement, Enterprise Enrollment, and Pricing Proposal with CDW Government; and authorize the Chief Executive Officer to sign the Agreements and process any additional fund requests for the annual true-ups that are within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Enterprise Agreement
- Enterprise Enrollment
- Previous Enrollment Agreement Form
- Amendment to Contract Documents
- Enterprise Enrollment Product Selection Form
- Program Signature Form
- Quote Confirmation
- Sourcing Letter
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Hagerty to approve the Items 4-18 on the Consent Agenda as recommended. Motion carried by unanimous vote.

Agenda Item 19 will be discussed during the CEO Update.

SECTION 3: BUSINESS ITEMS

At this time, Item 21 was taken out of order.

ITEM NO. 21 Receive training from Rani Gill, Compliance Officer, to include ethical principles and values provided to UMC's patients and their families; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Rani Gill, Compliance Officer provided an overview of the ethical principles and values provided to UMC patients and families. She began by stating that ethics is knowing the difference between what you have a right to do and what is right to do. Healthcare ethics and compliance promotes the rights of patients and provides quality of care and treatment free of financial influence.

The history of compliance programs and how it is built on ethical behavior was provided. This is a value-oriented program. She continued by explaining the four ethical principles of autonomy, non-maleficence, beneficence and justice, and how they relate to our patients and families. Freedom to choose is a patient's ethical right and an ethical obligation of the hospital. Patients' rights are published throughout the facility.

Employees and medical staff are required to avoid conflicts of interest. This is a fiduciary responsibility of the Governing Board. She continued by highlighting ethical principles in the Stark Law, regulatory protections and being fiscally responsible. Conflicts of interest responsibilities of the Governing Board were also reviewed.

FINAL ACTION: None

At this time, the discussion returned to Item 20.

ITEM NO. 20 Receive a presentation from Matthew Maddox, CEO of Wynn Resorts, Ltd., on community outreach with UMC; and take any action deemed appropriate. *(For possible action)*

Chairman O'Reilly thanked Matthew Maddox for his dedication and commitment to the community and employees, as well as working with UMC.

Mr. Van Houweling added that Mr. Maddox and the Wynn staff have been a pleasure to work with and reflected on the collaboration of working with him over the past year.

Mr. Maddox provided an overview of the events that took place in preparation of the COVID outbreak hitting Las Vegas and the steps taken to set up testing, a health and safety plan, as well as the extraordinary operational plans put in place for testing and vaccinations in order to establish efficiency and comfort for employees and hotel.

A PCR Lab was installed on site, which will provide the ability to process approximately 4-5K tests per week. The goal is to show the State that it is safe to come back to Las Vegas and will allow the Wynn to be an additional resource for the city. He noted the increase in capacity in airlines and hotel room bookings. A conversation ensued regarding the process moving forward and the challenges in reopening the city safely.

Chair O'Reilly added that with every challenge, we have greater opportunities.

At this time, Members Franklin and Hobbs expressed their appreciation to Mr. Maddox for the staff and shared positive experiences they have encountered when visiting and assisting with the operations at the Encore site location.

FINAL ACTION: None

ITEM NO. 22 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Member Caspersen provided a summary from the February 17, 2021 meeting.

There was no public comment, a quorum of members was present, and the minutes from January 20, 2021 and agenda were approved.

Member Caspersen explained the process of approving and or ratifying contracts during the Audit and Finance Committee meeting. She also provided an explanation of the financial statement provided to the Governing Board. A review of COVID related expenses were reviewed. Adjusted patient days, payor mix and admissions have been strong and consistent. Outpatient and inpatient surgeries are trending well. Trends in ED visits and quick care and primary care locations were discussed.

The Committee also addressed CEO performance goals and objectives for FY 2020, which is on track to exceed budget. SWB is also being managed well. The budget process for FY22 is beginning.

There were no emerging issues identified and no public comments**.**

FINAL ACTION: None

ITEM NO. 23 Discuss 2021 initiatives of the Governing Board Audit and Finance Committee, to include updates on Epic and Kaufman Hall; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoints

DISCUSSION:

Epic Electronic Health Record Briefing

Maria Sexton, CIO, began the discussion by providing an update on the Epic Electronic Health Record (EHR) process. She explained the organizational objectives of Epic and the strategic planning that has been put in place to embrace process changes and build on functionality. She added that governance is key and decisions are made at the strategic and tactical levels throughout the organization.

Implementations in FY21 of Phoenix, Beaker, Cosmos and Healthy Planet systems were reviewed.

Some of the strategic initiatives, which include texting ability of quick care wait times, virtual appointment requests and check-in, standardized Epic data exchange options and expanded telemedicine services were discussed.

Syntellis Modules (Kaufman Hall)

Next, Jennifer Wakem, CFO, provided a presentation on the financial software system that UMC uses to get hospital data. This software helps with efficiency and service line profitability.

She briefly provided an overview of the five modules UMC uses, cost accounting, decision support, budgeting, financial planning and productivity.

Chair O'Reilly asked if sample reports are submitted to the Committee. Ms. Wakem responded that reports are provided to the Strategy Committee.

The conversation continued regarding the hospital statistics that are provided through Kaufman Hall.

FINAL ACTION: None

ITEM NO. 24 Receive the monthly financial report for January FY21; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- January FY21 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for January FY21. This was a very good month and we are doing well compared to prior year.

- Key Indicators for January was discussed.

- Admissions were down 20%. The adjusted average daily census was 576. Volumes have been good and acuity has been high. Hospital CMI was 1.97 and Medicare was 2.08.

- Inpatient surgeries were down 1% and outpatient surgeries were down 5%. Quick care and ER visits continue to be down over prior year. ED to admission conversion rate increased 3% over prior year.

- The unemployment national average is 6.7%. Nevada continues to be well above at 9.2%. Ms. Wakem next shared statistics of the unemployment rates over the past 15 years to compare where we are now.

- The summary income statement for January was positive. There was no significant payor mix deterioration for the month.

- Year to date for January we are at a loss of $22.3 million. We are working on cost savings measures with respect to COVID purchases.

- Salaries, wages and benefits for January was above prior year $1.5 million. Opportunities to improve were in contract labor and overtime. The adjusted ADC of 576 created the need for overtime and contract labor.

- In all other expenses, Ms. Wakem stated that COVID related expenses are the key drivers for the expenses.

- There have been more than 800K COVID tests from May 2020 to January 2021.

FINAL ACTION: None

ITEM NO. 25 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

None

DISCUSSION:

Member Hagerty addressed the Board evaluation scores relating to Strategy. The goal is to be the leading academic medical center in southern Nevada, by

leading in the service lines that are important to the community as it evolves. He added that the sacred six service lines may not remain the same and flexibility is needed as the community evolves. He stated that we should consider the investments along the lines of our strategic initiatives moving forward.

Mr. Hagerty continued with a report of the Strategic Planning Committee meeting. The Committee met on February 4, 2021 meeting at 9:00 am. There was no public comment, a quorum of members was present, and the minutes and agenda were approved.

An update was provided on inpatient market positions. Our inpatient market share in 2020 decreased to 8.4% and we were 5th overall. Medicaid was the largest payor at 43.5% and together with Medicare, CMS accounted for 70.4% of our inpatient revenue.

There has been good growth in ambulatory and in general surgery showed a significant drop in the market share, due to the suspension of elective surgeries and the rise in COVID infections. He continued by reporting on the statistics in orthopedics, cardiac services, oncology and pediatrics.

A report was received on UMC's response to the COVID crisis.

Lastly, the Committee reviewed the CEO performance objectives.

There were no emerging issues identified and no public comments and the meeting adjourned.

FINAL ACTION: None

ITEM NO. 26 Discuss 2021 initiatives of the Governing Board Strategic Planning Committee, to include the Sacred Six service lines and advancement of the Academic Health Center; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Tony Marinello, Chief Operating Officer, reviewed the FY 2021 Strategic Committee goals. He provided an update on the ambulatory clinics and the expansion of services and locations.

A review of the strategic plans of the six focus areas of cardiology, general surgery, oncology, orthopedics and pediatrics was discussed.

He concluded his report by talking about the future endeavors between UNLV and UMC to become the premier Academic Health Center. Partnership opportunities include joint branding, service line expansion, cost savings, future shared services and collaboration between surgeons and UMC to drive efficiencies, flow and resource management.

Member Hagerty commended the team on the advancements in measuring the service lines to make them profitable.

Chair O'Reilly added that along with telemedicine, the lab could be added as one of the sacred six. Member Hagerty agreed and stated that it could be used in marketing all of the service lines.

FINAL ACTION: None

ITEM NO. 27 Receive an update on the University of Nevada, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Dean Kahn announced that the SOM has received notice of full accreditation. He added that they are one of two schools that have reached this achievement. This is great news for the partnership, the university and the community.

Part of the top tier program for the university includes the Academic Health Center. A new role of Vice President of Health Affairs has been created to help move the program forward.

Construction of the new building is ahead of schedule and due to take occupancy late summer or early fall of 2022.

In an effort to train physicians for the future, they are going to start combined programs with the School of Public Health and the School of Business with the MD programs. These combined degree programs are set to be operational during the upcoming academic year.

FINAL ACTION: None

At this time, the Board returned to discuss Consent Item 19

ITEM NO. 19 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with the Clark County Department of Aviation for leased space at McCarran International Airport; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

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

DISCUSSION:

Mr. Van Howeling spoke about the opportunity that has become available to expand service into McCarran Airport to add a travel medicine clinic at LAS with UMC branding. This is to include branding of hand sanitizers. Lab testing and other technology platforms are being explored. This will also provide a clinic for use to the airport employees.

Member Hasse advised that he will abstain due to his construction interests.

FINAL ACTION:

A motion was made by Member Franklin to approve Consent Item 19, and make a recommendation to the Board of Hospital Trustees to approve the agreement. Motion carried by majority vote. Member Haase abstains.

ITEM NO. 28 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- CEO Update

DISCUSSION:

Mr. Van Houweling updated the Board that the vaccines administered to date are approximately 30K. The 65 and older population are being vaccinated. There have been approximately 970K COVID-19 tests performed. He noted that testing is going down and the LVCC testing site will be absorbed by clinics and UMC's Advanced Center for Health.

The COVID-19 Recovery Clinic, to support patients with post-COVID issues, will be opening March 1st at the existing location of Sunset Primary Care. The hours of operation will be 6pm – 11pm. Initial visits will be 40 minutes and follow-up visits will be 20 minutes. Another location is set to open at the Centennial location. This is an important service for the community

Dr. Lippmann echoed the sentiment that community support is needed and it has been recognized that individuals are suffering long term medical, psychological and economic difficulties and these matters need to be addressed.

Visitation in the hospital has been reinstated with limited hours and guests.

Lastly, he highlighted HLI and Wellness Center Manager, Amy Runge for being honored as Vegas Inc. Magazine "Healthcare Headliners" for UMC. Congratulations!

FINAL ACTION: None

ITEM NO. 29 Closing comments by Chairman John O'Reilly and directions to staff on the Governing Board Annual Governance Improvement Plan; and take any action deemed appropriate. *(For possible action)*

DISCUSSION:

Chair O'Reilly suggested that we have a standing agenda item titled "Governing Board 2021 Action Plan" and share input that can be received from the committees through their Committee Chair and have particular items that would be meaningful for discussion at the Board level and to select highlighted items for discussion that may require Board action

This is not to duplicate what is already being done at the committee level, but will be in addition to the committee's activities. This could include an action plan for the community, with lessons learned from the COVID experience, to minimize the economic devastation that has been experienced.

Member Hagerty mentioned that there are subjects that are sensitive and are less easily discussed in a public forum. Chair O'Reilly stated that those topics could be discussed in a closed meeting session to the extent permitted by open meeting requirements.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 30 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

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

There being no further business to come before the Board at this time, at the hour of 4:00 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 31 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)*

The meeting was reconvened in closed session at 4:12 PM.

At the hour of 5:20 PM, the closed session on the above topic ended.

FINAL ACTION: No action was taken by the Board.

There being no further business to come before the Board at this time, at the hour of 5:20 PM. Chair O'Reilly adjourned the meeting.

Minutes Prepared by Stephanie Ceccarelli

APPROVED:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason VanHouweling

Recommendation:

Approve the March 18, 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) March 23, 2021. (For possible action)

FISCAL IMPACT:

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

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the March 18, 2021 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

A. Revision to the Anesthesia Delineation of Privileges

B. Revision to the Surgery Delineation of Privileges

C. Revision to the APP Ambulatory Care Delineation of Privileges

D. Revision to the Adult Emergency Medicine Delineation of Privileges

The MEC reviewed and approved these credentialing activities at the March 23, 2021 meeting.

Cleared for Agenda
March 31, 2021

Agenda Item #

4

DATE: **March 25, 2021**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **March 18, 2021 Credentialing Activities (March 31, 2021 Governing Board Meeting)**

I. **New Business**

A. Revision to the Anesthesia Delineation of Privileges

B. Revision to the Surgery Delineation of Privileges

C. Revision to the APP Ambulatory Care Delineation of Privileges

D. Revision to the Adult Emergency Medicine Delineation of Privileges

II. **CREDENTIALS**

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Calvo	Charles	M	MD	03/18/2021 - 01/31/2023	Surgery / Ophthalmology	Retina Consultants of Nevada	Category 1
2	Dixit	Shanker	N	MD	03/18/2021 - 02/28/2023	Medicine / Neurology	Neurology Center of Las Vegas	Category 1
3	Moore	Louis		MD	03/18/2021 - 07/31/2022	Radiology	Desert Radiologists	Category 1
4	Polce	Dean		DO	03/18/2021 - 11/30/2022	Anesthesiology	US Anesthesia Partners	Category 1
5	Wheeler	Adam	P	MD	03/18/2021 - 04/30/2022	Pediatrics	Children's Heart Center of Nevada	Category 1

B. REAPPOINTMENTS TO STAFF

1	Acherman	Ruben	J	MD	05/01/2021 - 04/30/2023	Pediatrics/Cardiology	Affiliate Membership and Privileges	Children's Heart Center
2	Anakwa	Cyclopea		MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Sound Physicians
3	Araujo	Carlos	W	MD	05/01/2021- 04/30/2022	Medicine/Hematology/ Oncology	Affiliate Membership and Privileges	OptumCare Cancer Care
4	Arif	Salman		MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care

5	Bell	Nicholas		DO	05/01/2021-04/30/2022	Radiology	Affiliate Membership & Privileges	Desert Radiologists
6	Berry	Keith	A	MD	05/01/2021-04/30/2022	Surgery/General Surgery	Affiliate on Leave of Absence	UNLV Surgery
7	Bledsoe	Bryan	E	DO	05/01/2021 - 04/30/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
8	Blum	Keith	S	DO	05/01/2021 - 04/30/2023	Neurosurgery & Trauma Neurosurgery	Active Membership and Privileges	Las Vegas Neurosurgery Associates
9	Bracey	Jefferson	D	DO	05/01/2021 - 04/30/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
10	Brown	Steven	E	MD	05/01/2021 - 04/30/2023	Anesthesiology	Affiliate Membership & Privileges	OptumCare Anesthesia
11	Ciccolo	Michael	L	MD	05/01/2021 - 04/30/2023	Surgery/Cardiovascular/Thoracic Surgery	Affiliate Membership & Privileges	Children's Heart Center
12	Coker	Howard		MD	05/01/2021 - 04/30/2023	Ambulatory Care	Affiliate Membership and Privileges	UMC-Spring Valley Primary Care
13	Cordero-Mauban	Eileen	M	MD	05/01/2021 - 04/30/2023	Ambulatory Care	Affiliate Membership and Privileges	UMC-Sunset Primary Care
14	Holtz	Michael		MD	05/01/2021 - 04/30/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
15	Hoye	Stephen	L	MD	05/01/2021 - 04/30/2023	Radiology	Active Membership and Privileges	Desert Radiologists
16	Hsieh	Geoffrey	C	MD	05/01/2021 - 04/30/2023	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Cancer Center
17	Jilani	Jawad		DO	05/01/2021-04/30/2022	Medicine/Gastroenter - ology	Affiliate Membership and Privileges	Digestive Associates

18	Kalla	Sunil		MD	05/01/2021 - 04/30/2023	Medicine/Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center
19	Khavkin	Albert	M	DO	05/01/2021 - 04/30/2023	Anesthesiology	Affiliate Membership & Privileges	Albert Khavkin, Ltd
20	Leung	John	W	MD	05/01/2021 - 04/30/2023	Anesthesiology	Affiliate Membership & Privileges	Surgical Anesthesia Services
21	Liang	Henry	H	DO	05/01/2021 - 04/30/2023	Anesthesiology	Affiliate Membership & Privileges	PBS Anesthesia
22	Lopez	Nelson		DO	05/01/2021 - 04/30/2023	Surgery/Ophthal-mology	Affiliate Membership & Privileges	Lopez Eye Institute
23	Martin	Ashley	Y	DO	05/01/2021 - 04/30/2023	Surgery/General Surgery	Affiliate Initial FPPE Membership and Privileges	Mike O'Callaghan Military Medical Center
24	Noman	Ahmad		MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	AHMAD NOMAN MD, P.C.
25	Ogunleye	Foluso		MD	05/01/2021 - 04/30/2023	Medicine/Hematology/ Oncology	Affiliate Membership and Privileges	Optum Care Cancer Center
26	Pasion	Jariel		MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Sound Physicians
27	Patel	Dimal		MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine
28	Ratnasabapathy	Ramalingam		MD	05/01/2021 - 04/30/2023	Medicine/Hematology/ Oncology	Affiliate Membership and Privileges	Cancer & Blood Specialists of Nevada
29	Rouweyha	Rajy	M	MD	05/01/2021 - 04/30/2023	Surgery/Ophthal-mology	Affiliate Membership & Privileges	Nevada Eye Physicians
30	Samrao	Damanzo opinder	K	MD	05/01/2021 - 04/30/2023	Pathology	Affiliate Membership & Privileges	Laboratory Medicine Consultants
31	Schein	Joel		MD	05/01/2021 - 04/30/2023	Radiology	Affiliate Membership & Privileges	Desert Radiologists

32	Sohail	Irfan		MD	05/01/2021 - 04/30/2023	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
33	Stewart	Paul	A	MD	05/01/2021 - 04/30/2023	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Pulmonary Associates
34	Vera	Ada	I	DPM	05/01/2021 - 04/30/2023	Orthopaedic Surgery/Podiatry	Affiliate Membership & Privileges	Southern Nevada Foot & Ankle
35	Weismiller	David		MD	05/01/2021 - 04/30/2023	Family Medicine	Active Membership and Privileges	UNLV Family Medicine
36	Yacoub	Mais		MD	05/01/2021- 04/30/2022	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care
37	Yu	Kevin		DO	05/01/2021 - 04/30/2023	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
38	Zipf	David	R	MD	05/01/2021 - 04/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Nevada Hospitalist Group

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Bracey	Jefferson	D	DO	05/01/2021 - 04/30/2023	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine	New Privilege: Pediatric Cross Coverage
2	Jilani	Jawad		DO	05/01/2021- 04/30/2022	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates	Withdraw: Enteric Stent Placement (esophagus, colon, small bowel), Motility Studies - Esophageal, Motility Studies - Gastroduodenal, Physiology Studies - 24 pH Monitoring, Physiology Studies - Gastric Analysis, Physiology -

									Pancreatic Function Tests, Pneumatic Dilation of Lower Esophageal Sphincter for Achalasia

D. EXTENSION OF INITIAL FPPE

1	Ching	Wilbert		MD	Family Medicine	Extension of Initial FPPE through September 15, 2021 due to not being able to provide cases
2	Fielden	Scott	D	MD	Anesthesiology	Extension of Initial FPPE through September 15, 2021 due to not being able to provide cases

E. CHANGE IN STAFF STATUS/COMPLETION OF INITIAL FPPE

1	Alnajjar	Eva		MD	Obstetrics and Gynecology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
2	Cortes	Daisy		MD	Pediatrics/Onc-ology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
3	Dente	Paul		DO	Obstetrics and Gynecology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
4	Iway	Edsel		MD	Medicine/Internal Medicine	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

5	Johnson	Craig	B	DO	Anesthesiology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
6	Liebig	Jonathan		MD	Surgery/General Surgery	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
7	Lingegowda	Vijaykumar		MD	Medicine/Nep-rology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
8	Malamet	Peter		DO	Emergency Medicine/Adult Emergency Medicine	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
9	McAllister	Frank	J	DO	Ambulatory Care	From Affiliate with Membership and Privileges to Active with Membership and Privileges
10	Morrison	Chad		DO	Surgery/General Surgery	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
11	Pombier	Kathleen		MD	Obstetrics and Gynecology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
12	Richards	Evan	J	MD	Anesthesiology	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

13	Romero	Arthur		MD	Medicine/Pulmonary Medicine/Respiratory Care	From Affiliate with Membership and Privileges to Active with Membership and Privileges
14	Subramanyam	Nanjunda	S	MD	Ambulatory Care	Honorary
15	Ward	Brian	C	MD	Surgery/General Surgery	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
16	Yeung	Justin		MD	Ambulatory Care	Release from Initial FPPE Affiliate Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE

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

1	Jeong	William		MD	Neurosurgery	New Department: Trauma Neurosurgery
2	Noureddin	Nabil		MD	Medicine/Internal Medicine	New Department: Ambulatory Care
3	Shafi	Amaan		MD	Medicine/Internal Medicine	New Department: Ambulatory Care
4	Tarquino	Mario	F	MD	Anesthesiology & Trauma Anesthesiology	Withdraw: Trauma Anesthesiology
5	Tselikis	Nicholas		MD	Medicine/Cardiology	New Privilege: Trans catheter Aortic Valve Replacement (TAVR)
6	Zhou	Anthony		MD	Anesthesiology & Trauma Anesthesiology	Withdraw: Trauma Anesthesiology

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

1	Belete	Hewan	A	MD	Anesthesiology & Trauma Anesthesiology	New Privilege: Trauma Anesthesia
2	Bratton	Anthony		MD	Orthopaedic Surgery/Orthopaedic Surgery	New Privilege: Trauma Orthopaedic Surgery

3	Giles	Garren		DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	New Privilege: Trauma Privileges
4	Hansen	Benjamin		MD	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	New Privilege: Trauma Orthopaedic Surgery
5	Lim	Thomas		MD	Medicine/Nephrology	New Privilege:- Telemedicine
6	Whitney	Ryan	B	MD	Anesthesiology	New Privilege: Trauma Anesthesia
7	Williams	Sean		DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	New Privilege: Trauma Privileges

H. REQUEST FOR RESIGNATION

1	Adolfo	Edwin	N	MD	Anesthesiology	Change in Practice Needs and Credentialing Fee
2	Cordero-Yordan	Herbert		MD	Medicine/Cardiology	Change in practice needs
3	Stewart	William	T	MD	Orthopaedic Surgery/Orthopaedic Surgery	Retired
4	Thach	Allen	B	MD	Surgery/Ophthalmology	Retired
5	Woody	Parker	W	DO	Medicine/Internal Medicine	Military Separation

I. REMOVAL FROM STAFF

1	Ansevin	Carl		MD	Medicine/Neurology	No longer needs privileges
2	Aung	Soe		MD	Medicine/Neurology	No longer needs privileges
3	Chen	Kim	D	DO	Anesthesiology	Failure to Maintain Current Licensures
4	Cohen	Jeffrey		MD	Medicine/Neurology	No longer needs privileges
5	Ghavami	Forough	S	DO	Medicine/Neurology	No longer needs privileges
6	Hussain Khan	Shahrukh		MD	Medicine/Internal Medicine	Failure to Complete

						Reappointment Application
7	Lakshminarayan	Gowri		MD	Medicine/Neurology	No longer needs privileges
8	Maggio	Vijay		MD	Medicine/Neurology	No longer needs privileges
9	Millson	Christopher	G	MD	Anesthesiology	Failure to Complete Initial FPPE
10	Pape	Frank	G	DO	Emergency Medicine/Adult Emergency Medicine	Failure to provide current malpractice insurance
11	Robison	David	E	MD	Anesthesiology	Failure to Complete Reappointment Application
12	Ross	Mark		MD	Medicine/Neurology	Failure to Complete Initial FPPE
13	Shneker	Bassel		MD	Medicine/Neurology	No longer needs privileges
14	Snook	Brandon	T	MD	Surgery/General Surgery & Trauma Surgery & Trauma Critical Care	Failure to Maintain Current Licensures
15	Tsimerinov	Evgency	I	MD	Medicine/Neurology	No longer needs privileges

J. LOW VOLUME PROVIDERS

1	Acherman	Ruben		MD	Pediatrics
2	Arif	Salman		MD	Medicine/Internal Medicine
3	Blanchard	Lucius		MD	Medicine/Dermatology
4	Bubb	Chard		MD	Medicine/Endocrinology Metabolic Diseases
5	Ching	Wilbert		MD	Family Medicine
6	Dawn	Buddhadeb		MD	Medicine/Cardiology
7	De Asis	Chriscile		MD	Medicine/Internal Medicine
8	Downes	Christopher		MD	Family Medicine
9	Gabler	Mackenzie		MD	Emergency Medicine/Adult Emergency Medicine
10	Giacobbe	Lauren	E	MD	Obstetrics and Gynecology
11	Hsieh	Geoffrey	C	MD	Obstetrics and Gynecology
12	Huang	Wilson	H	MD	Obstetrics and Gynecology
13	Kalla	Sunil		MD	Medicine/Cardiology

14	Lakshminarayan	Gowri		MD	Medicine/Neurology
15	Mohammed	Ashraf	M	MD	Medicine/Nephrology
16	Nandikanti	Deepak	K	MD	Medicine/Nephrology
17	Narula	Dhiraj	D	MD	Medicine/Cardiology
18	Nasiak	Michael	A	MD	Medicine/Internal Medicine
19	Navratil	David		MD	Medicine/Cardiology
20	Noman	Ahmad		MD	Medicine/Internal Medicine
21	Ovuworie	Cyril	A	MD	Medicine/Nephrology
22	Peterson	Aseem	V	DO	Medicine/Internal Medicine
23	Qureshi	Amir	Z	MD	Medicine/Infectious Disease
24	Raju	Sujatha		MD	Medicine/Nephrology
25	Ross	Mark		MD	Medicine/Neurology
26	Shah	Russell	J	MD	Medicine/Neurology
27	Sohail	Irfan		MD	Medicine/Nephrology
28	Takieddine	Marwan	A	MD	Medicine/Nephrology
29	Truc	Teddy	T	MD	Medicine/Internal Medicine
30	Wilkes	Paul	T	MD	Obstetrics and Gynecology
31	Zipf	David	R	MD	Medicine/Internal Medicine

K. REQUEST FOR LEAVE OF ABSENCE

1	Hansen	Mark	C	MD	Medicine/Pulmonary Medicine/Respiratory Care	Military leave
2	Lewis	Jeffrey	D	MD	Surgery/General Surgery	Military Leave

L. REQUEST FOR RETURN FROM LEAVE OF ABSENCE

1	Berry	Keith	MD	Surgery/General Surgery	Return from Leave of Absence
2	Makas	Christi	DO	Emergency Medicine/Adult Emergency Medicine	Return from Leave of Absence

M. ADVANCED PRACTICE PROFESSIONAL INITIAL

1	Bryant	Nicholas	M	PAC	03/18/2021 - 04/30/2022	Radiology	Desert Radiologists	Rajneesh Agrawal, MD	Category 1
2	DelCasino Jr.	Stephen	J	PAC	03/18/2021 - 07/31/2022	Surgery/Urology	Las Vegas Urology	William Wise, MD	Category 1

3	Taylor	Ryan	N	PAC	03/18/2021 - 08/31/2022	Medicine/Pulm-onary/Respiratory Care	Mike O'Callaghan Military Medical Center	Matthew Fain, MD	Category 1
4	Welch	Thomas	W	CRNA	03/18/2021 - 11/30/2022	Anesthesiology	Valley Anesthesiol ogy Consultants	Garland Cowan, MD	Category 1

N. ADVANCED PRACTICE PROFESSIONAL REAPPOINTMENT

1	Baizas	Carla	E	CRNA	05/01/2021 - 06/30/2022	Anesthesiology	OptumCare Anesthesia	Barry Ewell, DO
2	Garcia	Lorraine	M	CNM	05/01/2021 - 04/30/2023	Obstetrics & Gynecology	Annette F. Mayes, MD, PC	APP Independen t Privileges
3	Hansen	Brian		CRNA	05/01/2021 - 11/30/2022	Anesthesiology	OptumCare Anesthesia	Barry Ewell, DO

O. ADVANCED PRACTICE PROFESSIONAL CHANGE IN STATUS

1	Coleman	Avelina	V	APRN	Ambulatory Care	UMC Southern Highlands Primary Care	APP Independent Privileges to APP Active Membership and Privileges
2	Walker	Tanya		APRN	Ambulatory Care	UMC Southern Highlands Primary Care	Release from APP Initial FPPE to APP Dependent Privileges

P. ADVANCED PRACTICE PROFESSIONAL EXTENSION OF INITIAL FPPE

1	Hansen	Andrew	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Extend Initial FPPE through September 16, 2021 due to not being able to provide cases	Carl Lobato, MD
2	Mobley	Nikesha	DNP, APRN	Surgery/General Surgery	Las Vegas Bariatrics	Extend Initial FPPE through September 16, 2021 due to not being able to provide cases	N/A

Q. ADVANCED PRACTICE PROFESSIONAL COMPLETION OF FPPE

1	Andersen	Allison	APRN	Surgery/General Surgery & Trauma/Surgery	University Medical Center of So Nevada	Trauma Department and Privileges

R. ADVANCED PRACTICE PROFESSIONAL LOW VOLUME

1	Afrim-Antwi	Edmund	APRN	Orthopaedic Surgery	Desert Orthopaedic Center
2	Bautch	Becky	APRN	Medicine/Pulmonary/Respiratory Care	Mike O'Callaghan Military Medical Center
3	Hales	Aaron	APRN	Ambulatory Care	Optum Home Assessments Program
4	Hansen	Andrew	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center
5	Mobley	Nikesha	DNP, APRN	Surgery/General Surgery	Las Vegas Bariatrics

S. ADVANCED PRACTICE PROFESSIONAL CHANGE IN SPONSOR

1	Joseph	Mariamma	L	PAC	Ambulatory Care	UMC Blue Diamond Quick Care	Remove Sara Estrin, MD and Add Michele DiLauro, MD

T. ADVANCED PRACTICE PROFESSIONAL RESIGNATION

1	Yee	Audrick	APRN	Medicine/Pulmonary/Respiratory Care	Nellis Air Force Base	Effective 03/04/2021 - No Scheduled SMART training

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	Barry Ewell, D.O. Chief of Anesthesiology
SUBJECT:	Anesthesia DOP
DATE:	March 22, 2021

At its meeting on March 3, 2021, the Anesthesia Committee approved the revisions to the Anesthesia DOP to include 10 cases required.

Barry Ewell, D.O
Chief of Anesthesia

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

NAME: _____

☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ **TO:** _____

The establishment of procedures in the Department of Anesthesia shall be in accordance with the Bylaws of the Medical and Dental Staff, and shall meet the following minimum criteria:

Basic Education: MD or DO, with documentation of all accredited colleges attended.

Minimum Formal Training: Successful completion of an accredited ACGME or AOA Residency training program in anesthesiology;
On initial application, must be Board certified by the American Board of Anesthesiology as certified by the American Board of Medical Specialties **OR** equivalent by the American Osteopathic Board of Anesthesiology **OR** in active participation of the ABA examination system or equivalent Osteopathic Board exam system. In addition,

- Candidates must be Board Certified within seven (7) years of completion of residency or fellowship.
- All non-Board Certified Anesthesiologists, on staff at UMC prior to January 1, 2019, will continue to maintain staff membership in the Department of Anesthesia.

Experience: **Must be able to demonstrate that he/she has performed ten (10) representative procedures, treatment, or therapy for defined privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.**

Provider will be required to maintain current ACLS from American Heart Association or ALS from American Red Cross Certification

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

For Medical Directors Use Only (Please check box): ☐

Qualifications:	• Active member of the Medical and Dental Staff in good standing. • Maintain approved privileges for respective specialty. • Anesthesia Boarded and in active Anesthesiology practice at UMC.

If you meet the above criteria, you may request the following **CORE** privileges:

CORE PRIVILEGES				
Privilege	**Special requirements**	**R=Requested**	**A=Approved**	**C=Approved with Conditions**
ANESTHESIA CORE: Core privileges in anesthesiology for pediatric and adult patients (excluding special privileges for pediatric anesthesia) include:				

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	Daniel Kirgan, M.D. Chief of Surgery
SUBJECT:	Surgery DOP's
DATE:	March 22, 2021

With approval from the Surgery Committee Members, the following revision was approved.

Upon request, must be able to demonstrate that he/she has performed a sufficient number ten (10) representative of procedures, treatments, or therapy, for defined privileges requested in the past 24 months to be able to assess his or her clinical competence.

Ophthalmology will be revised to 6 cases instead of "sufficient".

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF CARDIOVASCULAR/THORACIC SURGERY
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

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

The establishment of privileges and procedures in the Department of Surgery, Section of Cardiovascular/Thoracic Surgery shall be in accordance with the Bylaws of the Medical and Dental Staff. Surgeons in the Department of Surgery, Section of Cardiovascular/Thoracic Surgery have privileges to admit and treat adult and pediatric patients and to direct the course of treatment for the conditions for which these patients are admitted.

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must be a member of the Medical and Dental Staff, the Department of Surgery, Section of Cardiovascular/Thoracic Surgery and meet the following minimum criteria:

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

Minimal Formal Training: Successful completion of an accredited ACGME or AOA Residency training program in CVT surgery.
(Initial Application) Board Certified by the American Board of Thoracic Surgery or board certified within 5 years of completion of residency or fellowship.

Experience: Demonstrated current practice in the management of patients.
Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence. ~~upon request~~.

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

If you meet the above criteria, you may request the following **CORE** privileges:

CORE PRIVILEGES

I hereby request "**CORE**" Cardiovascular/Thoracic Surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete, list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
AMBULATORY MEDICINE (Outpatient Services Only): For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Surgery /Cardiovascular/Thoracic Surgery Section Delineation of Privileges.				
BASIC CV/TH PRIVILEGES: Admit patients with CV/TH related problems. Provide consultation on patients with CV/TH related problems. Order diagnostic studies and procedures related to CV/TH problems. Treat patients with CV/TH problems				
CARDIAC PROCEDURES: Pericardium, Pericardiocentesis, Pacemaker insertion, Aortic arch, Acquired cardiac (valve surgery, aorta coronary bypass, complications of myocardial infarction), Congenital cardiac simple ductus ASD and coarctation, Congenital cardiac complex VSD, TGA, AV canal, AS, PS, Endomyocardial biopsy, Supervision of Cardiopulmonary Bypass, Maze, Percutaneous Tracheostomy, and Extracorporeal Membrane Oxygenation (ECMO).	*On initial application, the physician will be required to provide documentation of 50 cardiac procedures*			
THORACIC PROCEDURES: Esophagus, Thymus, Trachea, Thoracentesis, Bronchoscopy (rigid, fiberoptic), Mediastinoscopy, Thoracoscopy, Thoracostomy, Thoracostomy with lung resection, and complex wound management				
VASCULAR PROCEDURES: Venous, Peripheral arterial, Carotid, Aorta distal to arch, IABP insertion, IVC umbrella				

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF GENERAL SURGERY
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

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

The establishment of privileges and procedures in the Department of Surgery shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Surgery have privileges to admit, treat adult and pediatric patients and to direct the course of treatment for the condition for which these patients are admitted.

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must be a member of the Medical and Dental Staff, the Department of Surgery and meet the following criteria.

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

Minimal Formal Training: Successful completion of an accredited ACGME or AOA Residency training program in surgery;
On initial application, must be Board certified by the American Board of Surgery as certified by the American Board of Medical Specialist (or equivalent by the American Osteopathic Association) or the American Board of Physician Specialties or Board Certified within 5 years of completion of residency or fellowship.
Board Certification is not required for Transplant Surgeons.

Experience: Upon request, m~~M~~ust be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence. ~~upon request.~~

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

Privilege	Special Requirements	R=Requested	A=Approved	C=Approved with Conditions
AMBULATORY MEDICINE (Outpatient Services Only): For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of General Surgery Delineation of Privileges.				
CORE general surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, and/or pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:				

UNIVERSITY MEDICAL CENTER
LAS VEGAS, NEVADA
DEPARTMENT OF SURGERY
OPHTHALMOLOGY SECTION
DELINEATION OF PRIVILEGES

NAME: _____ First Application_____
Renewed_____

Effective _____/_____/_____ TO _____/_____/_____

PRIVILEGES IN OPHTHALMOLOGY

The establishment of privileges and procedures in the Department of Surgery/Section of Ophthalmology shall be in accordance with the Bylaws of the Medical and Dental Staff. Surgeons in the Department of Surgery have privileges to admit, treat, consult, or follow adult and pediatric patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center of Southern Nevada.

Eligibility Criteria: To be eligible to request privileges in the Surgery Department, Ophthalmology Section, the applicant must be a member of the Medical and Dental Staff, and meet the following minimum criteria:

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

Minimal Formal Training: Successful completion of an accredited ACGME or AOA Residency training program in Ophthalmology.
Certification by the Ophthalmology Subspecialty Board of Surgery approved by the Committee for Graduate Medical Education or prior AMA or AOA committees on medical education as follows:

- All candidates for Board Certification who complete residency training in 2012 and after must successfully complete the written and oral examinations within seven years of completion of residency or
- All candidates who completed residency prior to 2012 must successfully complete the written and oral examinations by December 31, 2018.

Exclusions to this requirement can be made at the Surgery Committee's discretion for unique and needed specialties and will be reviewed and approved by the Surgery Committee and Medical Executive Committee at each application for reappointment.

Experience: Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a~~ six (6) cases~~sufficient number~~ of procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence.

If you meet the above criteria, you may request the following CORE privileges:

CORE PRIVILEGES IN OPHTHALMOLOGY

History & Physical: Competent to perform patient's medical history and physical examination.
I hereby request **CORE** Ophthalmology privileges that include the performance of surgical procedures (including admission, consultation, work-up, pre- and post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but of necessity not complete, list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF ORAL AND MAXILLOFACIAL SURGERY (OMS)
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

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

The establishment of privileges and procedures in the Department of Surgery/Section of Oral Maxillofacial Surgery and Dentistry shall be in accordance with the Bylaws of the Medical Staff.

CORE PRIVILEGES

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

Basic Education: DDS or DMD

Minimum Formal Training:

1. General Dentistry Graduation from a school of dentistry accredited by the Commission of Dental Accreditation (Minimum for General Dentistry only).

2. SPECIALIST: Graduation from a school of dentistry and related residency accredited by the Commission of Dental Accreditation and successfully passing the Board certification within five (5) years of appointment **OR**

All Non-Board Certified Dental Specialist or Oral and Maxillofacial Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Oral and Maxillofacial Surgery.

After initial certification, recertification is not required (this includes all specialty dentistry boards).

Experience: Upon request, ~~M~~member must be a dentist as demonstrated by current practice in the management of patients, and demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence. ~~upon request.~~

History & Physical: Oral Maxillofacial surgeons are competent to perform patient's medical history and physical examinations. Dentists are responsible for the part of their patient's History & Physical exam that relates to Dentistry.

If you meet the above criteria, you may request the following CORE privileges:

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
I hereby request "CORE" privileges which include the performance of surgical procedures including admission, consultation, work-up, pre-operative care to correct or treat conditions, illnesses or injuries relating to my specialty. Dentists who do not have full History and Physical privileges will be required to co-admit. It is understood that the list of procedures is representative of that area of medical practice and should not be construed as containing all such procedures in that area. Procedures indicated are representative of the practitioner's capability and other procedures of a similar nature which are not listed or have been inadvertently omitted by the requesting practitioner, which require similar training and experience, are assumed to be granted within the scope of the said privileges.				

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF OTOLARYNGOLOGY
DELINEATION OF PRIVILEGES

NAME: _____

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

Effective FROM: _____ **TO:** _____

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

CORE PRIVILEGES

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

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

Minimal Formal Training Successful completion of an accredited ACGME or AOA Residency training program in Otolaryngology Surgery.

Certification by the American Board of Otolaryngology approved by the Committee for Graduate Medical Education or prior AMA or AOA committees on medical education
OR
Meet criteria requirements for admission to the American Board of Otolaryngology and passing the certifying examination within five (5) years of appointment.

OR

All Non-Board Certified Otolaryngology Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Otolaryngology Surgery

Experience: Physician must be a surgeon as demonstrated by current practice in the management of patients. Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence~~, upon request.~~

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

If you meet the above criteria, you may request the following CORE privileges:

I hereby request **CORE** Otolaryngology Surgery privileges that include the performance of surgical procedures (including admission, consultation, work-up, pre- and post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these procedures.

CORE PRIVILEGES				
PRIVILEGE	**SPECIAL REQUIREMENTS**	**R=REQUESTED**	**A=APPROVED**	**C=APPROVED W/CONDITIONS**
Lip shave, wedge resection, neck I & D abscess, excision - benign and skin lesions, myringotomy, myringoplasty, grafts-split and full thickness skin-composite-dermal, scar revisions, Laryngoscopy, Esophagoscopy-diagnostic-w/foreign body removal, structure dilatation, tonsils and adenoids, adenoidectomy, tonsillectomy, T&A, Nasal polypectomy, submucous resection, nasal septoplasty, turbinectomy, Antrotomy, Caldwell Luc, Tracheotomy, Local and Regional Random Flaps, and complex wound management				
PRIVILEGE	**SPECIAL**	**R=REQUESTE**	**A=APPROVE**	**C=APPROVED**

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF PEDIATRIC SURGERY
DELINEATION OF PRIVILEGES

NAME: _____

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

Effective FROM: _____ **TO:** _____

The establishment of privileges and procedures in the Department of Surgery shall be in accordance with the Bylaws of the Medical and Dental Staff in the Department of Surgery have privileges to admit, and treat pediatric patients and to direct the course of treatment for the condition for which these patients are admitted.

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must be a member of the Medical and Dental Staff, the Department of Surgery and meet the following criteria.

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

Minimal Formal Training: Successful completion of an accredited ACGME or AOA;
Residency training program in surgery;
On initial application, must be Board certified by the American Board of Surgery as certified by the American Board of Medical Specialist (or equivalent by the American Osteopathic Association) or eligible to sit for Board as defined by successful completion of Part I of the certification examination and, thereafter certified within five (5) years;
OR
Active participation in the examination process leading to subspecialty certification in pediatric surgery by the American Board of Surgery; AND
Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) accredited post-graduate training program in pediatric surgery or its equivalent (The Royal College of Physicians and Surgeons of Canada).

Experience: Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence.

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

If you meet the above criteria, you may request the following:

CORE PRIVILEGES				
I hereby request **CORE** general surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:				
PRIVILEGE	SPECIAL REQUIREMENTS	**R= REQUESTED**	**A= APPROVED**	**C=APPROVED W/CONDITIONS**
Pediatric General Surgery Privileges: Admit, perform history/physical exam and provide consultation on patients with pediatric general surgery related problems. Provide surgical (including pre and post-operative) care to premature newborn infants, children, and adolescents to correct various conditions, disorders, and injuries. Order diagnostic studies/procedures related to pediatric general surgery related problems. Supervise/teach medical students, residents and Allied Health Professionals on the Pediatric Surgery Service.				

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF PLASTIC SURGERY
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

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

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

CORE PRIVILEGES

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

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

Minimal Formal Training

-Completion of a Plastic Surgery residency approved by the Accreditation Council for Graduate Medical Education or prior AMA or AOA committees on medical education not to include proctorship, AND
-Meet criteria requirements for admission to the American Board of Plastic Surgery, and passing the certifying examination within five (5) years of appointment.
-All Non-Board Certified Plastic Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Plastic and Reconstructive Surgery.

Experience:

- Surgeon as demonstrated by current practice in the management of patients.
- Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence~~, upon request~~.

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

If you meet the above criteria, you may request the following **CORE** privileges:

CORE PRIVILEGES

I hereby request "**CORE**" Plastic and Reconstructive Surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, pre- and post-operative care) for patients of all ages presenting with both congenital and acquired defects of the body's soft tissue including the functional and aesthetic management and the provision of consultations. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/ CONDITIONS
Integumentary System-Lacerations, Avulsions, Complex Wound Management				
Musculosketal - General				
Breast-Reduction, reconstruction for cancer, Flaps, implants				

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF UROLOGY
DELINEATION OF PRIVILEGES

NAME: _____

Effective FROM: _____ **TO:** _____

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

PRIVILEGES IN UROLOGY

The establishment of privileges and procedures in the Department of Surgery/Section of Urology shall be in accordance with the Bylaws of the Medical and Dental Staff. Surgeons in the Department of Surgery have privileges to admit, treat, consult, or follow adult and pediatric patients as defined by the Medical and Dental Staff Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center of Southern Nevada.

Eligibility Criteria: To be eligible to request privileges in the Surgery Department, Urology Section, the applicant must be a member of the Medical and Dental Staff, and meet the following minimum criteria:

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

Minimal Formal Training Successful completion of an accredited ACGME or AOA Residency training program in Urology.

Certification by the American Board of Urology approved by the Committee for Graduate Medical Education or prior AMA or AOA committees on medical education. **OR**
Meet criteria requirements for admission to the American Board of Urology, and passing the certifying examination within five (5) years of completion of residency.

Experience: Upon request, ~~M~~must be able to demonstrate that he/she has performed ~~a sufficient number of~~ ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence ~~upon request~~.

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

If you meet the above criteria, you may request the following **CORE** privileges:

CORE PRIVILEGES

I hereby request "**CORE**" Urology privileges that include the performance of surgical procedures (including admission, consultation, workup, pre- and post-operative care, diagnosis) to correct or treat conditions, illnesses or injuries. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within the **CORE** privileges.

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
AMBULATORY MEDICINE (Outpatient Services Only): For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Surgery / Section of Urology Delineation of Privileges.				
CORE privileges include the following: ***Open Intraabdominal Urologic procedures:** Nephrectomy with or without Ureterectomy Pyeloplasty; Adrenalectomy; Ureterectomy, Uretomy, Ureteroenterosmy, Ureteroneosytostomy, Radical Cystectomy, Intestinal Conduit and Continent Urinary Diversion, Bowel Resection as a Component of Urological Procedure, Complex Wound Management, Percutaneous Interventional procedures including urinary drainage procedures, stents and tumor ablation				
***Open Prostatectomy**- Suprapubic; Retropubic; Perineal, Radical Prostatectomy Retropubic - Perianal (with or without pelvic Lymphadenectomy)				

MEMORANDUM

DEPARTMENT

TO: Governing Board

FROM: APP Department / DaNae Griese, MSS

SUBJECT: APP Delineation of Privileges (DOP) /Ambulatory Care Department

DATE: 3/18/2021

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

- Excision Ingrown Toenail
- Skin Biopsy

UNIVERSITY MEDICAL CENTER
LAS VEGAS, NEVADA
ADVANCED PRACTICE PROFESSIONAL DELINEATION OF PRIVILEGES (DOP)
APRN/PAC

DEPARTMENT: AMBULATORY CARE

Applicant (print or type): _____

Supervising/Collaborating Physician (if applicable): _____

Position Summary:

An Advanced Practice Professional (APP) practices medicine with a supervising/collaborating physician or independently as an APRN. APP responsibilities depend on the type of specialty, level of experience, working relationship with physicians, UMC bylaws and Nevada statutes. APP categories include Physician Assistant (PA), Certified Registered Nurse Anesthetist (CRNA), and Advanced Practice Registered Nurse (APRN).

Scope of Practice:

May include but not limited to taking medical histories, performing physical exams, ordering tests, diagnosing and treating illnesses, counseling patients, promoting wellness, and assisting in surgery.
For APPs with supervising/collaborating physicians, all privileges requested must be within the scope and privileges of their supervising/collaborating physician.

Advanced Practice Registered Nurses (APRN) will independently complete appropriate medical record documentation without the need for physician co-signature for those activities which are within their scope of practice and in accordance with Nevada Law.

APPs will abide by UMC Medical Staff bylaws, rules and regulations, department standards of practice, and UMC policies in all areas concerning qualifications, credentialing and documentation.

ADVANCED PRACTICE PROFESSIONAL CORE PRIVILEGES

This list is a sampling of procedures included in the core. This is not intended to be a comprehensive list but rather reflective of the categories/types of procedures included in the core.

ADVANCED PRACTICE PROFESSIONAL GENERAL CLINICAL PRIVILEGES	Requested	Granted	Conditions
Adult & Pediatric Patients – Initial and ongoing assessment of patients' medical, physical, and psychosocial status.			
Take patient medical history and perform a physical examination.			
Initiate a treatment plan, order diagnostic tests, laboratory and radiologic studies, prescribe medications, therapies and treatments.			
Provide patient education and counseling covering topics such as the patient's illness or injuries, test results, prognosis, and/or health status. Communicate disease trajectory and discharge teaching.			
Cleanse and debride wounds, suture lacerations, remove sutures and staples.			
Perform venipuncture.			
Interpret electrocardiogram tracing.			
Apply and remove orthopaedic splints, casts and traction			

ADVANCED PRACTICE PROFESSIONAL
AMBULATORY CARE

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

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

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

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

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

ACKNOWLEDGEMENT OF PRACTITIONER:

APRN: I have reviewed the above Department Privileges, Procedures. I agree to abide by UMC Medical and Dental Staff Bylaws, department standards of practice, policies and respect the confidential nature of medical information.

Applicant Date

Print Name

PA/CRNA: I have reviewed and discussed with my /Supervising/Collaborating physician my Privilege List and what is expected of me. I agree to abide by the Medical and Dental Staff Bylaws Standards of Practice, Policies, Procedures and respect the confidential nature of medical information.

Applicant Date

Print Name

See Medical and Dental Staff Bylaws Rules and Regulations, Standards of Practice

Supervising/Collaborating Physician Date

ADDITIONAL SUPERVISING/COLLABORATING SIGNATURE DATE

Print or Type Supervising/Collaborating Name

ADDITIONAL SUPERVISING/COLLABORATING SIGNATURE DATE

Print or Type Supervising/Collaborating Name

ADDITIONAL SUPERVISING/COLLABORATING SIGNATURE DATE

Print or Type Supervising/Collaborating Name

DEPARTMENT CHIEF Date

Advanced Practice Professional Committee Chairperson Date

MEMORANDUM

DEPARTMENT

TO:	Governing Board
FROM:	Emergency Medicine Department / DaNae Griese, MSS
SUBJECT:	Adult Delineation of Privileges Revisions
DATE:	March 22, 2021

The Emergency Medicine Department on 3/16/2021 recommended the following revisions to the DOP:

- Add to Experience: twenty-five (25) cases within the past twenty-four (24) months. Any combination of emergency medicine procedures may be submitted at initial appointment and reappointment.

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

NAME: _____

Effective FROM: _____ TO: _____

☐ Initial Application
☐ Reappointment
☐ Additional Privilege

The establishment of privileges and procedures in the Department of Emergency Medicine shall be in accordance with the Bylaws of the Medical and Dental Staff.

CORE PRIVILEGES IN EMERGENCY MEDICINE

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

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

Minimal Formal Training: All physician members practicing emergency medicine in the adult emergency department must be Board Certified or Board Eligible (up to 3 years of eligibility) by the American Board of Emergency Medicine or the American Osteopathic Board of Emergency Medicine.
Training and/or experience and competence on the level commensurate with that provided by specialty training.

Experience: Physicians must be able to demonstrate that he/she has performed 25 cases within the past twenty-four months (24). ~~A~~any combination of emergency medicine ~~sufficient number of~~ procedures may be submitted to assess in his/her clinical competence at initial appointment and reappointment~~.~~

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

For Medical Directors Use Only (Please check box): ☐

Qualifications:	• Active member of the Medical and Dental Staff in good standing. • Maintain approved privileges for respective specialty. • Emergency Boarded and active Emergency/Trauma practice at UMC.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
REFER & FOLLOW: **MAY** read patients chart; may write notes in patient chart; may talk to patient and patients' caregivers; may consult with Attending Physician; **MAY NOT** admit patients; may not write orders in patient chart; may not manage patient care; may not function as Sponsor of an Advanced Practice Professionals	Non Contracted Emergency Medicine Physicians, Recommended by the Chief/Vice Chief of Emergency Medicine Department for Special Sports Events ONLY			

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement with Southern Nevada Health District**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding and University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5421.006 Fund Name: SNHD EHE (ending HIV Epidemic)
Fund Center: 3000726300 Funded Pgm/Grant: N/A
Description: HIV Prevention Activities Health Department based program
Bid/RFP/CBE: N/A
Term: 3/31/2021 – 7/31/2021
Amount: UMC to receive NTE $1,263,982.00
Out Clause: 30 days without cause

BACKGROUND:

This request is for approval of a Professional Services Agreement where UMC is a sub-recipient of Southern Nevada Health District's ("SNHD") grant funds received from the Centers for Disease Control and Prevention to develop partnerships with community based organizations to assist with SNHD's efforts in southern Nevada to diagnose patients with HIV, STIs, and Hepatitis, provide treatment for said patients, reduce HIV transmission through evidenced-based prevention practices, respond quickly to HIV outbreaks, and identify and link candidates for PreP/PEP Services.

The performance period for reimbursement from this grant is from December 1, 2020 through July 31, 2021.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 24, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 31, 2021

Agenda Item #
5

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C2100081

This Professional Services Agreement ("Agreement"), is made and entered into by and between the Southern Nevada Health District ("Health District") and the University Medical Center of Southern Nevada, Inc. ("Contractor") (individually "Party" and collectively "Parties").

RECITALS

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes ("NRS"), Chapter 439, with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, Contractor serves as the anchor hospital of the Las Vegas Medical District, and operates nine (9) external quick care clinics located throughout Clark County; providing life-saving medical care to southern Nevada community members and visitors; and

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number NU62PS924642, CFDA Number 93.940–HIV Prevention Activities Health Department Based, program entitled Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States, awarded July 23, 2020, and as amended on August 20, 2020 and October 9, 2020, with a total amount awarded to Health District of $2,144,080 (the "Grant"); and

WHEREAS, as part of the CDC's Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States, Health District will develop partnerships with community-based organizations to assist with Health District's efforts in southern Nevada to i) diagnose all individuals with HIV; ii) provide treatment to all individuals living with HIV, STIs and Hepatitis; iii) reduce HIV transmission through evidence-based prevention practices; iv) respond quickly to HIV outbreaks; and v) identify candidates for PrEP/PEP services and offer linkage to such services; and

WHEREAS, as a sub-recipient of Grant funds, Contractor will collaborate with Health District to support Grant deliverables.

NOW THEREFORE, the Parties mutually agree as follows:

1) TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective from the date of the last signature affixed hereto through July 31, 2021, unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended by mutual

written agreement by the Parties.

1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination by cause will eliminate the thirty (30) day wait period outlined in Subsection 1.01 of this Agreement.

1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice, but has not been paid.

1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

1.05 This Agreement may only be amended, modified, or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT
ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

3) COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is $1,263,982 all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.

4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. Contractor will provide Services to Health District under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between Health District and Contractor will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.

5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, and during Contractor's regular business hours, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must

be available prior to Health District's visit. In the event a regulatory body requests access to Contractor records for fiscal monitoring, Health District will provide as much advance written notice to Contractor as is reasonably possible. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the Contractor in writing.

6) FEDERAL AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.

6.01 Contractor must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

6.02 If Contractor is a local government or non-profit organization that expends $750,000 or more in federal awards during its fiscal year, the Contractor is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR §200.501.

6.03 If Contractor expends total federal awards of less than the threshold established by 2 CFR §200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

6.04 Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to contracts@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

6.05 Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

6.06 Audit documentation and audit reports must be retained by the Contractor's auditor for a minimum of five years from the date of issuance of the audit report, unless the Contractor's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

7) BOOKS AND RECORDS.

7.01 Each Party shall keep and maintain under generally accepted accounting principles

full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years from the date of termination of this Agreement; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

7.02 Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.

8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District Contract Administrator Legal Department 280 S. Decatur Blvd Las Vegas, NV 89107	University Medical Center of Southern Nevada Attention: Contracts Management 901 Rancho Lane, Suite 265 Las Vegas, NV 89102

9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiably information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

10) MUTUAL COOPERATION. Each Party shall fully cooperate with the other in the furtherance of this Agreement, and will provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

10.01 The Parties shall take additional actions or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

12) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

13) GENERAL PROVISIONS.

13.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

13.02 ASSIGNMENT. Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.

13.03 USE OF NAME AND LOGO. Neither Party is authorized to use the name, mark, logo, design or other symbol of the other Party for any purpose without the other Party's prior written consent. The Parties each agree that the other Party, in its sole discretion, may impose restrictions on the use of its respective name and/or logo. The Parties each agree that the other Party retains the right to terminate the right to use its respective name and/or logo, with or without cause.

13.04 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

13.05 STATEMENT OF ELIGIBILITY, REFERRAL, AND DISCLAIMER.

a) The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

b) The Parties acknowledge that the payment or receipt of any remuneration, direct or indirect, to induce the referral of any patient or for the purpose of purchasing either goods or services reimbursable under the federal Medicare or state Medicaid programs is prohibited. The Parties expressly agree that no purpose of this Agreement is to induce referrals or health care business.

c) The Parties further acknowledge that patients have the right of freedom of choice to choose a vendor for services, including medical services from private physicians. The Parties shall take such reasonable steps as may be necessary and appropriate to ensure such freedom of choice, including advising the patient as

to the availability of such services from other sources in the community and conforming to all requirements of law.

13.06 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

13.07 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to Health District any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier to tier up to the non-Federal award.

13.08 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.

13.09 COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation, orders and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200.

13.10 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

13.11 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.

13.12 LIMITED LIABILITY. The Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.

13.13 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

13.14 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.

13.15 PUBLIC RECORDS. The Parties are public entities subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.

13.16 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

13.17 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

By:_____
Fermin Leguen, MD, MPH
District Health Officer
Health District DUNS: 137055492

Date:_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Mason VanHouweling
Chief Executive Officer
Contractor DUNS: 066677535

Date:_____

APPROVED AS TO FORM:

By:_____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

ATTACHMENT A
Scope of Work

Performance Period December 1, 2020 - July 31, 2021

A. Description of Services, Scope of Work and Deliverables

A.1 Contractor will:

(a) Push agreed-upon strategies forward as outlined in the State of Nevada HIV plan concerning opt-out testing for HIV, STIs and Hepatitis, identifying key personnel that will sustain these efforts in quick care clinic and hospital settings.

(b) Develop modifications to its electronic medical records system to identify patients at risk for HIV, STIs, and/or Hepatitis through screening questions asked while medical history is collected by Contractor's medical personnel during patient visits to Contractor's hospital Emergency Room ("ER") and nine (9) external Quick Care clinics ("Quick Care(s)").

(c) Upon receiving training curriculum designed by Nevada AIDS Education and Training Center and Health District, train Contractor's medical personnel on disease identification, client-centered approaches to disease management, rapid treatments approaches for HIV, STIs and Hepatitis, linkage to care for HIV treatments and PrEP/PEP for those at risk for HIV acquisition.

(d) Upon disease identification, offer rapid treatment/care services, or if Quick Care clinic is not set up for immediate treatment of HIV, STIs, Hepatitis and/or PrEP/PEP services, provide same-day navigation to UMC Wellness Center ("Wellness Center").

(e) Upon identifying individuals at-risk for HIV with negative HIV test results, offer such individuals linkage to PrEP/PEP services at designated Quick Care sites and/or at Wellness Center.

(f) Begin onboarding of Contractor's ER and each of its Quick Cares to offer integrated services for HIV, STIs, and Hepatitis throughout Clark County, while establishing the ER and Quick Cares collectively as a primary HIV screening site for targeted zip codes in Clark County.

(g) Meet with Health District monthly for collaboration, brain-storming of ideas, support, and to review work plan progress to date including evaluation outcomes for each objective, as well as project successes and challenges.

(h) Complete and submit the reporting template provided by Health District for submittal to Health District by due dates to be

designated by Health District.

A.2 Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

ATTACHMENT B
PAYMENT

A. Payments to Contractor for services performed during Budget Period December 1, 2020 through July 31, 2021 are not-to-exceed **$1,263,982**. Categorized Not-To-Exceed amounts eligible for reimbursement to Contractor for work actually performed and billed are detailed below:

NOT-TO-EXCEED DETAILS OF DIRECT COSTS FOR BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2021			
Category: PERSONNEL, Salary	FTE (0.0-6.0)	Annual Salary (for reference only)	Amount not-to-exceed
Project Manager	.05	$165,000	$82,500
LPN	6	$62,573	$375,438
Care Management Support Specialist	2	$47,549	$95,098
Admissions Representative	2	$47,549	$95,098
Subtotal Salaries Not-to-Exceed:			**$648,134**
Category: PERSONNEL, Fringe Benefits	FTE (0.0-6.0)	Forty Percent (40%) of Annual Salary (for reference only)	Amount not-to-exceed
Project Manager	.05	$66,000	$33,000
LPN	6	$25,029	$150,175
Care Management Support Specialist	2	$19,020	$38,039
Admissions Representative	2	$19,020	$38,039
Subtotal Fringe Not-to-Exceed:			**$259,254**
Total Salary and Fringe Not-to-Exceed:			**$907,388**
Category: TRAVEL	FTE (0.0-10)	Rate reimbursable per mile	Amount not-to-exceed
Mileage, 1,400 miles available for reimbursement to each FTE	10	$0.575	$8,050
Epic System Training Travel Reimbursement			$10,000
Total Travel Not-to-Exceed:			**$18,050**
Category: EQUIPMENT			Amount not-to-exceed
IT, Epic updates capturing risk and referrals for PrEP and PEP. In addition to telemedicine platform, IT support and			

	surveillance connection to Epi Trax; computer equipment for Project Manager			$70,000
	Total Equipment Not-to-Exceed:			**$70,000**
	Category: SUPPLIES			Amount not-to-exceed
	Testing- HIV/Syphilis/HEP/Rapid * Insti Rapid HIV tests $599.50 for a box of 50 (11.99 each/individually) * Insti Controls $77.00 each *Orasure Technologies/Hep C $18.95 per test. *Orasure Technologies/control $40.00 each. *Aptimas/STD Testing $50.00 per box of 50 * Chlamydia/Gonorrhea site specific testing oral/urine/anal *Urine Cups w/lids $43.06 per box of 500 cups *Condoms $88.00 per case of 1000 * Lube $52.00 per case of 1000			$100,000
	Medical Supplies-Band-Aids, cotton balls, alcohol swabs, tourniquets, vacutainers, tubes			$30,000
	Printing for STD, PrEP and PeP tool kits, posters, HIV packets, possible media spots			$30,000
	Total Supplies Not-to-Exceed			**$160,000**
	DIRECT COSTS SUBTOTAL:			**$1,155,438**
	Category: INDIRECT COSTS		Adjusted Direct Costs (for reference only)	Amount not-to-exceed
	Administrative costs: 10% of Direct Costs, excluding Category: Equipment		$1,085,438	$108,544
	Total Indirect:			**$108,544**
	NOT TO EXCEED TOTAL FOR BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2021			**$1,263,982**

A.1 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.

A.2 Expenses incurred by Contractor after the end date of each Budget Period will not be eligible for reimbursement from funds allocated to the respective Budget Period.

A.3 Contractor will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.

(a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.

(b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

(c) Invoices are subject to approval by Health District project and fiscal staff.

(d) Contractor is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.

(e) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

A.4 Health District will not be liable for interest charges on late payments.

A.5 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

A. As a subrecipient receiving reimbursement made with Grant funds, Contractor agrees to ensure its compliance with the following Grant specific requirements:

A.1 Grant funds will not be used to supplant existing financial support for Contractor programs.

A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

Southern Nevada Health District
Legal Department, Attention: Sr. Compliance Specialist
280 S. Decatur Blvd.
Las Vegas, NV 89107

AND

CDC, Office of Grants Services
Anthony Fultz, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 1-Office of Infectious Disease
2939 Flowers Rd MSTV-2
Atlanta, GA 30341
Email: afultz@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (*See* 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

B. In addition to federal laws, regulations and policies, Contractor agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research

awards located at:

https://www.cdc.gov/grants/federalregulationpolicies/index.html.

C. Contractor agrees to ensure its compliance as applicable with provisions of Notice of Funding Opportunity PS20-2010 Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States ("NOFO") Terms and Conditions. A full copy of PS20-2010 can be found at

https://www.cdc.gov/hiv/pdf/funding/announcements/ps20-2010/CDC-RFA-PS20-2010.pdf

Provisions of Notice of Funding Opportunity PS20-2010 include, but are not limited to the following:

C.1 Grant funds may not be used for research.

C.2 Grant funds may not be used for clinical care except as allowed by law.

C.3 Grant funds may be used only for reasonable program purposes, including personnel, travel, supplies and services as detailed in this Agreement.

C.4 Generally, Grant funds may not be used to purchase furniture or equipment, unless any such proposed spending is clearly identified in this Agreement.

C.5 Reimbursement of costs preceding the beginning of the defined performance period is not permitted without prior written authorization from Health District.

C.6 Other than for normal and recognized executive-legislative relationships, Grant funds may not be used for:

(a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

(b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

C.7 Contractor must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement (*see* below Section G of this Attachment C), as appropriate. Brief descriptions of relevant provisions are available at http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17.

(a) The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75

D. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through

200.327 Contract Provisions as applicable.

E. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:

E.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

E.2 TERMINATION. All federally funded contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

E.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

E.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed

in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

E.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

E.10 Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

E.11 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

E.12 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

F.1 *See* Public Law 115—232, section 889 for additional information.

F.2 *See* also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

G. HHS SPECIFIC REQUIREMENTS. Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. Contractor further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at:

http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Applicable terms and conditions may include, but not be limited to, the following:

G.1 ACTIVITIES ABROAD. Contractor must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

G.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

G.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

G.4 CONTROLLED SUBSTANCES. Contractor is prohibited from knowingly using

appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

G.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

G.6 LIMITED ENGLISH PROFICIENCY. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

G.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also

applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

G.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

G.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

G.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

G.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

G.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

G.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

G.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

G.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Agreement for COG Cubicle Curtains with Emerald Utah, LLC**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Agreement for COG Cubicle Curtains with Emerald Utah, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Center: 3000846000
Term: March 1, 2021 to February 28, 2026
Out Clause: 15 days w/o cause
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Amount: NTE $1,238,760.00

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

BACKGROUND:

UMC wishes to engage Emerald Utah, LLC to provide a full service program that on a quarterly basis removes, launders and replaces cubical curtains and the applicable mesh, in accordance with the Centers of Disease Control recommendations. The term of the Agreement is for five (5) years and may be terminated at any time for convenience upon fifteen (15) days written notice. Staff also requests approval for the CEO to exercise the extension option if deemed beneficial to UMC.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of EVS has reviewed the Agreement and recommend approval by the Governing Board.

The Agreement has been approved as to form by UMC's Office of General Counsel.

Emerald Utah, LLC currently holds a Clark County business license.

Cleared for Agenda
March 31, 2021

Agenda Item #
6

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 24, 2021 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR COG CUBICLE CURTAINS

EMERALD UTAH LLC
NAME OF FIRM
Jaye Park, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3146 Deseret Dr., St. George, UT 84790
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
435-652-3076
(AREA CODE) AND TELEPHONE NUMBER
JPark@emeraldus.com
E-MAIL ADDRESS

AGREEMENT FOR COG CUBICLE CURTAINS PROJECT

This Agreement (the "Agreement") is made and entered into as March 1, 2021, (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 EMERALD UTAH LLC (hereinafter referred to as "COMPANY"), for HOSPITAL'S COG CUBICLE CURTAINS project (hereinafter referred to as "PROJECT") and is entered into in connection with that certain Purchasing Agreement, HPG-42852, dated February 01, 2019, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and COMPANY ("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. In the event of a conflict between the terms 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. The date as of which either party is no longer a member of HealthTrust the agreement terminates.

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 $1,238,760.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

The term of this Agreement ("Term") shall be for five (5) years, commencing on the "Effective Date". COMPANY agrees to provide services as required by HOSPITAL during the Term and scope of this Agreement. HOSPITAL reserves the right to extend this Agreement for up to an additional six (6) 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 in accordance with the Fee Schedule (**Exhibit A**) for a total not-to-exceed amount of **$1,238,760** for the Term of the Agreement. HOSPITAL's obligation to pay COMPANY cannot exceed the annual not-to-exceed amounts (refer to **Exhibit A** on annual breakdown). 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 ninety (90) calendar days after completion of PROJECT and 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 the Total Bid Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with 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 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. COMPANY is not responsible for damage to COG cubicle curtains when the HOSPITAL provided guidelines are followed as outlined in Exhibit A.
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 standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request.

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. 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.

H. 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.

I. 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.

M. Motor vehicles used for delivery of clean linens will be disinfected on a daily basis, as well as any time soiled linens have been transported in the motor vehicle.

N. At HOSPITAL's request, COMPANY will provide within a reasonable timeframe all financial information related to its operations at UMC, including but not limited to financial reports and results.

O. 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, **Director of Environmental Services**, telephone number (702) 765-7930 or their designee. HOSPITAL's representative may delegate any or all of their responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

C. In the event that COMPANY fails to comply with the mutually agreed upon program schedule, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of $100.00 for each calendar day of delay until such reasonable time may be required for final completion of the work, together with any increased cost incurred by HOSPITAL in completing the work.

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 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 B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: Emerald Utah LLC
Attn: General Manager
3146 Deseret Dr.
St. George, UT 84790

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 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.

C. Request to Remove an Employee of COMPANY

HOSPITAL, at any time, may make a written request to remove an employee of COMPANY from working at HOSPITAL if (1) deemed to be an immediate threat to the health or welfare of HOSPITAL's patients, staff members, visitors or to the HOSPITAL's operations; (2) whose performance is unsatisfactory; (3) whose personal characteristics prevent desirable relationships within HOSPITAL; or (4) who fails to adhere to HOSPITAL's existing policies, rules and regulations

D. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

E. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

F. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

G. Indemnity

COMPANY agrees to protect, indemnify, defend, and hold HOSPITAL harmless from and against all liability imposed upon or incurred by third parties, including judgments, court costs, penalties, interest, as well as reasonable legal fees and related expenses incurred in the defense of same caused by the acts or omissions of the other Party, or their agents, servants, employees, or staff in the

performance of the terms of this Agreement. To the extent expressly authorized by Nevada law, HOSPITAL agrees to protect, indemnify, defend, and hold COMPANY harmless from and against all liability imposed upon or incurred by COMPANY by third parties, including judgments, court costs, penalties, interest, as well as reasonable legal fees and related expenses incurred in the defense of same caused by the acts or omissions of HOSPITAL, or their agents, servants, employees, or staff in the performance of the terms of this Agreement

H. Governing Law

Nevada law shall govern the interpretation of this Agreement.

I. 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.

J. 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.

K. 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 Supplier and to verify the nature of the services being invoiced, but does not include the right to review personal information of Supplier's employees, or proprietary information of Supplier, including but not limited to Supplier's underlying cost, markup or overhead rates.

L. 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.

M. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL 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 items 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 items or services hereunder. COMPANY represents and warrants to HOSPITAL 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 COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

U. Failure to Deliver

In the event that COMPANY fails to deliver the product and/or service in accordance with the terms and conditions of this Agreement, HOSPITAL shall have the option to either terminate this Agreement or temporarily procure the product and/or service from another supplier. If the product and/or service is procured from another supplier, COMPANY shall pay to HOSPITAL any difference between the pricing herein and the price paid to the other supplier.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of March 1, 2021.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

EMERALD UTAH, LLC

By: Jaye Park 3/15/21

JAYE PARK
President

DATE

EXHIBIT A
COG CUBICLE CURTAINS
SCOPE OF WORK

WORK TO BE PERFORMED:

Both Parties agree that the following laundering and presentation guidelines will be met when processing the COG cubicle curtains outlined in this Exhibit A.

Wet Cleaning

Use mild soap or detergent in warm water, not to exceed 160º F (synthetic setting).
Use high water level with mild agitation.
Extract gently. Do not bleach.
You cannot wet clean a drapery that is black out or thermal lined as they can only be dry cleaned

Drying

Air, cabinet or tumble dry at low temperature. Do not exceed 3-5 minutes on synthetic cycle at maximum of 160º F.
Hang or fold immediately after drying.
For open weave draperies (such as casements, sheers and lenos) air or cabinet dry on pin frame or curtain stretcher.

Finishing

Hand or machine fold, stack into bundles and tie for return delivery.
Avoid prolonged contact with heat.
No finishing if fabric is re-hung at termination of drying cycle. Occasional light touchup with hand iron (275 degrees F. maximum) may be desired.

The following is a picture representative of the delivered, laundered product:

Both Parties agree that the timeframe outlined below will be followed for the laundering of the COG cubicle curtains.

COG cubicle curtains will be laundered one time per year. Each Customer Tower will be assigned a Group ID. Processing of the COG cubicle curtains for each Group will occur during the quarter as outlined below. The COG cubicle curtains will be processed on a mutually agreed upon date within the quarter for which the Group falls.

Group A (Trauma tower/ICU's): 1st quarter
Group B (7 Story Tower): 2nd quarter
Group C (Southeast Building): 3rd quarter
Group D (South and round Building): 4th quarter

PRICING:

Description	**Unit Price**
Curtain, Small (69"x92" or smaller)	[redacted]
Curtain, Medium (between 5.75' and 9' wide)	[redacted]
Curtain, Large (larger than 9' wide)	[redacted]
Curtain Mesh	[redacted]
Curtain Removal/Replacement	[redacted]

Annual Expense

Year 1	$	247,752.00
Year 2	$	247,752.00
Year 3	$	247,752.00
Year 4	$	247,752.00
Year 5	$	247,752.00

Not to Exceed (NTE) Price: $1,238,760.00

ADDITIONAL CLARIFICATION/EXCLUSIONS:

COMPANY is not responsible for damage to COG cubicle curtains when following the guidelines outlined herein. If COG items are damage beyond repair by sole fault of COMPANY, then COMPANY will issue a credit to HOSPITAL for HOSPITAL'S cost for the item.

EXHIBIT B
COG CUBICLE CURTAINS
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: COG Cubicle Curtain Project (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.

Client#: 540881 EMERATEXTI11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
9171 Towne Centre Drive, #100
San Diego, CA 92122

CONTACT NAME: Margarita A. Casillas
PHONE (A/C, No, Ext): 858-768-4080 FAX (A/C, No): 858-452-7530
E-MAIL ADDRESS: Margarita.Casillas@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Ins Co	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Encore Textile Services, LLC
420 Industrial Drive
Livingston, CA 95334

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		CPO180086400	07/25/2020	07/25/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		CPO180086400	07/25/2020	07/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC180086500	07/25/2020	07/25/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
University Medical Center of Southern Nevada is included as Additional Insured for General Liability where required by written contract or agreement per the attached endorsement.

CERTIFICATE HOLDER
University Medical Center of
Southern Nevada
1800 W. Charleston Boulevard
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

General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO180086400	07/25/2020	07/25/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

a. Is newly acquired or formed during the policy period;

b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II** – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II** – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II** – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II** – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II** – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II** – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II** – Who Is An Insured;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

a. Fire;

b. Lightning;

c. Explosion;

d. Windstorm or hail;

e. Smoke;

f. Aircraft or vehicles;

g. Vandalism;

h. Weight of snow, ice or sleet;

i. Leakage from fire extinguishing equipment, including sprinklers; or

j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I** – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

(a) You;

(b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and

(c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV** – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV** – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section **IV** – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

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

X□ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	X 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: 6

Corporate/Business Entity Name:	Emerald Utah LLC	
(Include d.b.a., if applicable)	N/A	
Street Address:	3146 E Desert Dr	**Website: WWW.Emeraldus.com**
City, State and Zip Code:	St. George, Utah 84790	**POC Name: Dan Leavy** **Email: dleavy@emeraldus.com**
Telephone No:	760-455-1690	**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)
HIGHLAND WASH PARTNERS, LP		79.91%
HIGHLAND WASH ROLL PARTNERS. LP		16.66%

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

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

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

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

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

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

Signature — Dan Leavy

Print Name — Daniel Leavy

Vice President

Title

2/10/2021

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

Daniel Leavy

Print Name
Authorized Department Representative

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.

February 8th, 2021

Fran Heiy
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Laundry & Linen Services.

Dear Ms. Heiy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Laundry & 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 & Linen Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Laundry & Linen Services category. A contract was executed with Emerald Textiles, Crothall, Alsco, Medtegrity, Aramark, Novo Health, Angelica, Texas Textile Services and Crown Healthcare Laundry Service in February of 2019. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to Custom Equipment Purchase Option A Agreement with Sysmex America, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Amendment One to Custom Equipment Purchase Option A Agreement with Sysmex America, Inc. for XN-9100 Hematology Equipment Reagents; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000707000 Funded Pgm/Grant: N/A
Description: Sysmex XN-9100 Automated Hematology System Reagents
Bid/RFP/CBE: NRS 450.525 and NRS 450.530 – HPG
Term: Amendment 1 – same Term
Amount: Amendment 1 – additional NTE $120,000 per year to be prorated commencing April 1, 2021 or additional potential aggregate is NTE $640,000

Start Date	End Date	Additional Amount
4/1/2021	8/5/2021	NTE $40,000
8/6/2021	8/5/2022	NTE $120,000
8/6/2022	8/5/2023	NTE $120,000
8/6/2023	8/5/2024	NTE $120,000
8/6/2024 (1st Extension)	8/5/2025	NTE $120,000
8/6/2025 (2nd Extension)	8/5/2026	NTE $120,000
	Total	**NTE $640,000**

Out Clause: 30 days w/o cause

BACKGROUND:

On May 29, 2019, the Governing Board approved the purchase, installation and maintenance of the Sysmex XN-9100 Automated Hematology System ("Agreement") for the Laboratory Department to help automate and increase turnaround times on body fluid cell analysis. The Agreement term is from August 6, 2019 through August 5, 2024 with two, 1-year extension options.

Cleared for Agenda
March 31, 2021

Agenda Item #
7

This Amendment 1 requests to add an additional funding of not to exceed (NTE) $120,000 per year or a new NTE total of $200,000 per year commencing April 1, 2021 (to be prorated by the Agreement's anniversary period) for the purchase of necessary reagents. UMC has the option to terminate for convenience with a 30-day written notice to Sysmex.

The hematology reagents are being purchased under HPG contract #500308. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Sysmex America currently holds a Clark County vendor registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 24, 2021 meeting and recommended for approval by the Governing Board.

AMENDMENT ONE TO CUSTOM EQUIPMENT PURCHASE Option A AGREEMENT

This Amendment One ("Amendment") is made and entered into as of this 31st day of March, 2021, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**Customer**") and SYSMEX AMERICA, INC. (hereinafter referred to as "**Sysmex**").

RECITALS:

WHEREAS, the parties entered into a Custom Equipment Purchase Option A Agreement for the Sysmex XN-9100 Automated Hematology System, with an Installation Completion Notice date of August 6, 2019 (hereinafter referred to as "**Agreement**"); and

WHEREAS, the parties desire to amend the Agreement with this Amendment One.

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 II (C)(2), Reagents & Controls NOTE on page 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

   NOTE: For purchase of Reagents, Customer's NTE budget is $200,000 per year for the Term of this Agreement commencing April 1, 2021.

2. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment One, the terms and conditions of this Amendment One shall govern, prevail, and control. All references to the Agreement shall include this Amendment One.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

SYSMEX AMERICA, INC.

By: Savontaye Dunn
Savontaye Dunn
Sales & Government Contracts Manager

HEALTHTRUST

April 25th, 2019

Kristine Sy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Hematology Testing Systems.

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 Hematology Testing Systems. 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 are 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 Hematology Testing Systems category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Hematology Testing Systems were Beckman Coulter, Sysmex and Siemens. Contracts were executed in February 2018 with Sysmex and Beckman Coulter.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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: 1

Corporate/Business Entity Name:	Sysmex America, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	577 Aptakisic Road	**Website: www.sysmex.com/us**
City, State and Zip Code:	Lincolnshire, IL 60069	**POC Name: Pat Charky** **Email: charkyp@sysmex.com**
Telephone No:	(800) 379-7639	**Fax No: N/A**
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)
Sysmex America, Inc.	Foreign Corporation	N/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.

Addie Johnson
Signature

Addie Johnson
Print Name

Manager, Sales Contracts
Title

April 26, 2019
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
Ralph Taylor, CEO, Director	N/A	N/A	N/A
Alexandre Garini, CFO, Director	N/a	N/A	N/A
Andrew Hay, COO, Director	N/A	N/A	N/A
Andre Ezers, EVP, Corp Secretary, Director	N/A	N/A	N/A
John Kershaw, Chairman	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:	**Enterprise Service Agreement, Quotation, and Business Associate Agreement with American Well Corporation**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Enterprise Service Agreement, Quotation, and Business Associate Agreement with American Well Corporation for a telemedicine technology platform; authorize the Chief Executive Officer to sign the Agreements; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 & 5420.000
Fund Name: Clark County Capital Equipment Transfer & UMC Operating
Fund Center: 3000999901 & 3000854000
Funded Pgm/Grant: N/A
Description: Telemedicine Technology Platform
Bid/RFP/CBE: NRS 332.115.1 (h) Computer Software
Term: Two (2) Years with the option to renew for three (3) additional one (1) year periods at a 3% increase per year
Amount: $913,000 for Initial Term. Potential aggregate for five (5) years is $2,138,696.40.
Out Clause: Fiscal Fund Out/Breach

BACKGROUND:

This request is for approval of an Enterprise Service Agreement and Quotation with American Well Corporation ("Amwell") that will allow UMC to contract for a telemedicine technology platform and implementation services. Amwell will implement, setup and host the Amwell platform that will integrate with UMC's current EHR system to deliver live telehealth consults to patients. The Service Brief attached to the Quotation outlines the deliverables and projected milestone timelines for implementation of the system.

The term of the Agreement two (2) years from the date the Agreement is last signed and includes the option to renew for three (3) additional one (1) year periods by mutual written agreement. The cost includes one-time service fees of $143,000 and annual fees of $385,000 for a total of $913,000 for the 2-year term. Potential aggregate for five (5) years is $2,138,696.40. Either party may terminate for cause with thirty (30) days' advanced written notice. Staff also requests approval for the Chief Executive Officer to exercise any term renewal options at his discretion if deemed beneficial to UMC.

Cleared for Agenda
March 31, 2021

Agenda Item #
8

In accordance with NRS 332.115(1) (h), the competitive bidding process is not required for computer software.

UMCSN's Chief Information Officer has reviewed and recommends approval of the Enterprise Service Agreement and Quotation.

The Enterprise Service Agreement, Quotation, and Business Associate Agreement have been approved as to form by UMC's Office of General Counsel.

American Well Corporation is in the process of obtaining a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 24, 2021 meeting and recommended for approval by the Governing Board.

AMWELL ENTERPRISE SERVICE AGREEMENT FOR HEALTH SYSTEMS

This Enterprise Service Agreement ("**Agreement**") is entered into between American Well Corporation, a Delaware corporation, with its principal offices located at 75 State Street, Boston, MA 02109 ("**Amwell**"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("**Customer**") and is effective as of the date of the later signature below ("**Effective Date**").

WHEREAS, Customer desires for its contracted or employed healthcare providers delivering care under its brand (each a "**Provider**") to provide direct to consumer healthcare and related clinical services ("**Health Services**") to or for any person who is a pre-existing Patient of a Provider or a direct-to-consumer patient seeking a Provider via Module(s) of the Service (as defined below); and

[redacted]

WHEREAS, Amwell shall also provide hosting, operations, maintenance and certain system support, marketing and communications, account management and certain Professional Services (as defined below) with respect to the Service;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. **DEFINITIONS.**

[redacted]

b. **Authorized User** means a Provider, Patient or an employee of Customer having permission-based access to manage the Service, including viewing and managing user accounts, managing configurations, accessing reports and monitoring utilization.

c. **Hospital Module** means a Module that supports Consultations between Providers, e.g. Telestroke, School Health, Acute Behavioral Health, Specialty Consults and ED Triage Modules.

d. **Consultation** or **visit** means an Amwell Home Consultation or an Amwell Hospital Consultation, each as defined in the Documentation.

e. **Deliverables** means any reports, analyses, scripts, code or other work results which have been delivered by Amwell to Customer within the framework of fulfilling obligations under a Statement of Work or Service Brief.

f. **Home Module** means a Module that supports Consultations between Providers and Patients, e.g. Urgent Care, Scheduled Visits, Behavioral Health, Retail Health Modules.

g. **Documentation** means the Enterprise Product Description Document, attached hereto as Exhibit A.

h. **Hosting Operations Guide** means the current version of the Amwell Enterprise Hosting Operations Guide attached hereto as Exhibit B.

[redacted]

j. **Patient** means the person(s) receiving or registered to receive medical treatment from

Customer and which will access the Service to contact Customer or a Provider.

k. **Patient Data** means all Protected Health Information and all other information maintained via the Service pertaining to the Patient (collectively, such Patient Data constitutes the Patient's Designated Record Set under HIPAA (pursuant to 45 C.F.R. § 164.501) and medical record(s) for purposes of applicable state law).

l. **Professional Services** means professional, educational, operational and technical services provided by Amwell to Customer on a project basis pursuant to a Statement of Work or Service Brief that will be referenced in a Quotation.

m. **Quotation** means the master quotation, executed by the Parties hereto, that sets forth the products and services purchased by Customer.

[redacted]

o. **Service** means the services provided by Amwell using its proprietary online care software that facilitates web-based, mobile and phone communication between the Patient and Provider and/or Provider and Provider via Modules.

p. **Services Brief** means a short form services description for standard Professional Services that incorporates this Agreement by reference, is included in a Quotation and is separately made available to Customer.

q. **Statement of Work** means a long form services specification for Professional Services that incorporates this Agreement by reference, is included in a Quotation and is separately executed by Amwell and Customer.

r. **Term**. The Term will commence on the Effective Date and will continue in effect for two (2) years ("Initial Term"). Thereafter, this Agreement may be renewed for three (3) additional one (1) year periods by mutual written agreement of both parties at least sixty (60) days prior to expiration of the preceding term ("Renewal Term").

s. **Territory** means United States.

[redacted]

2. **ACCESS AND USE OF THE SERVICE; PROPRIETARY RIGHTS**

2.1 Right to Access and Use the Service**.** Subject to (a) Customer's payment to Amwell of all fees for the Service and (b) Customer's compliance with the terms of the Agreement and the applicable Quotation(s), [redacted]

[redacted]

2.2 Grant of License in Deliverables. Subject to (a) Customer's payment to Amwell of all applicable Professional Services fees, (b) Customer's compliance with the terms of the Agreement, any applicable Statement(s) of Work and Service Brief(s), and (c) Amwell's Proprietary Rights incorporated into any Deliverables, Amwell grants Customer a non-exclusive, non-transferable, nonsublicensable license to use, copy, and create derivative works from the Deliverables for Customer's internal business operations, as contemplated by the applicable Statement(s) of Work and/or Service Brief(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) the Service; or (iii) other products or services provided by Amwell pursuant to a separate agreement.

2.3 Restrictions**.** Customer will not (i) sell, lease, provide service bureau or timeshare services, distribute or otherwise make the Service available (x) to third parties other than an individual who is an Authorized User or (y) outside the Territory, (ii) copy, reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Service, or its structural framework, or (iii) modify or create derivative works of the Service or use the Service and Modules in whole or in part for any purpose except as expressly provided under this Agreement. Each Patient must read and agree to a Service Terms of Use which contains terms mutually agreed to by the parties. Customer is responsible for its Providers' compliance with the terms set forth herein.

2.4 Reservation of Rights. Amwell will at all times solely and exclusively own all right, title, and interest in and to the Service, Documentation, Deliverables and all Proprietary Rights in the foregoing, including but not limited to any and all modifications and derivative works thereof. Amwell shall not be limited in developing, using or marketing services or products which are similar to any Deliverables or Professional Services provided hereunder, or, subject to Amwell's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects or customers. No implied licenses are granted.

3. **THIRD PARTY COMPONENTS.** With the exception of the following two components, all third-party components utilized by the Service are provided to Customer in consideration of its payment of the Base Operating Fee.

   3.1 Payment Processing. Prior to implementing a Home Module that is staffed by Customer Providers, Customer will need to enter into a direct merchant agreement with one of Amwell's integrated merchant card processor partners – TSYS or PayPal – for processing of credit card payments by Patients. Associated fees will be charged directly to Customer by the merchant card processor partner.

   3.2 Surescripts. In order to utilize Surescripts E-Prescribing services for Home Modules, Customer hereby agrees to the terms of the Surescripts Addendum attached hereto as Exhibit D. Amwell shall require that Surescripts be contractually bound to provide substantially the same level of protection with respect to Customer Data and Patient Data as provided by the terms of this Agreement and as required by law.

4. **MAINTENANCE & SUPPORT.** Maintenance and Support of the Service is included in the Base Operating Fee and includes the hosting of Customer's instance of the Service, including third party components, cyber security and data protection operations and support and maintenance services as set forth in the Hosting Operations Guide. Any travel or expenses shall be paid pursuant to Customer's Travel Reimbursement Policy attached hereto as Exhibit C.
5. **PAYMENT TERMS; TAXES.** Except as otherwise set forth in the applicable Quotation, all payments are due in United States Dollars within thirty (30) days of receipt of invoice. Customer is responsible for all applicable taxes where a valid tax-exempt certificate is not provided, governmental charges and surcharges due or assessed with respect to amounts payable by Customer hereunder (other than Amwell's income taxes).
6. **TERMINATION.** Either party may terminate this Agreement by written notice to the other if the other party has failed to cure a material breach, including without limitation a breach by Customer of its payment obligations, within thirty (30) days of receipt of notice of such breach. Customer shall pay to Amwell all undisputed fees and expenses due to Amwell from the Effective Date of the Order Form through the effective date of termination. Amwell will not be obligated to refund Customer in whole, or

on a pro-rated basis, for fees and expenses paid prior to the effective date of termination.

a. Effect of Termination.
    i. Upon termination of this Agreement: (i) Amwell will cease providing Customer with the Service and Customer's and Authorized Users' access to the Service shall terminate; (ii) Customer will return to Amwell all copies of the Documentation and any other Amwell confidential information in Customer's possession; and (iii) Customer will immediately pay all amounts owed. Sections 1, 2.2, 2.4, 3.2, 5, 6, 7.2, 8, 9, 10.3, 11-14, 16, 17 and Section 4(c) of Exhibit C survive termination of this Agreement.
    ii. Upon any expiration or termination of this Agreement, Amwell shall retain all Patient Data for a contemplated period of six years following termination of this Agreement. For the duration of this six-year retention period, Customer's Patients may authorize the use and/or disclosure of, or request access to, any or all Patient Data retained by Amwell on behalf of the Customer (including any Patient Data which Amwell possesses as of the date of termination of this Agreement, as well as any other Patient Data maintained post-termination at the direction of the Customer) and, pursuant to any such Patient's authorization for Amwell to use and/or disclose, or request to provide access to, such Patient Data, Amwell shall deliver such Patient Data to any such Patient in electronic form, unless the Patient specifically requests an alternate medium in accordance with such Patient's authorization to use and/or disclose, or request for access to, the Patient Data. In accordance with any Patient's written authorization to use and/or disclose his or her Patient Data, Amwell may disclose such Patient Data to a designated third-party. Amwell shall provide a Customer's Patient with access to his or her Patient Data in accordance with HIPAA's right to access requirement under 45 C.F.R. § 164.525.

b. 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 Customer's financial commitments under the Agreement. Specifically, CUSTOMER agrees that in the event that the moneys appropriated to Customer are not sufficient to pay Amwell in full, (i) the percentage discount offered to Amwell for future services will be the same as that offered to its other vendors and (ii) no other vendor will be given priority to such moneys before Amwell. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year unless otherwise amended by the parties. 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.

7. **CUSTOMER OBLIGATIONS.**

7.1 Business Support. Customer may agree to Amwell's reasonable requests to serve as a reference for the Service.

7.2 Compliance with Laws. Customer will ensure that all Customer Providers (but not Provider associated with Online Care Network II, PC "OCN", Amwell's clinical affiliate) (i) are duly licensed to provide Health Services where they are practicing and are otherwise properly credentialed, (ii) are at all times employed or contracted by Customer and have agreed to the Terms of Use, and (iii) that all Providers carry professional liability insurance in at least the minimum amount required by law. Subject to Amwell's obligations as a Business Associate (as defined in the Health Insurance Portability

and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively "**HIPAA**")), Customer is responsible for compliance with all applicable laws and regulations concerning or related to the practice of medicine or the provision of Customer Data to Amwell hereunder. Amwell shall comply with the privacy, security and security breach notification provisions applicable to a "business associate" under HIPAA and under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") (Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)), and any regulations promulgated thereunder, including any amendments. The provisions of the BAA will prevail over any conflicting provisions of this section.

8. **DATA.** As between Amwell and Customer, Customer retains all right, title and ownership in the data and information inputted into the Service by Customer and any Authorized User ("**Customer Data**"). Amwell may keep one copy of Customer Data after termination of this Agreement for purposes of resolving disputes and for internal business purposes related to delivery, support and testing of the Service. Amwell 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 Amwell with respect to its own data; and (iii) are necessary to comply with applicable law.
9. **MUTUAL CONFIDENTIALITY.** The terms of the Non-Disclosure or Confidentiality Agreement (the "**NDA**"), between the parties are hereby incorporated herein, and each party hereby confirms its obligations under the NDA.
10. **WARRANTY AND DISCLAIMERS.**

10.1 Warranty. During the Term, Amwell warrants to Customer that it shall perform the Service (i) in a workmanlike manner and in accordance with generally accepted industry standards and (ii) substantially in accordance with the Documentation (the "Service Warranty"). Additionally, Amwell warrants to Customer shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards ("Professional Services Warranty"). Amwell warrants that the Service, furnished hereunder and used within the scope of this Agreement, shall not infringe or misappropriate a U.S. patent, copyright, trademark or trade secret of a third party. Notwithstanding anything set forth herein, Customer's sole and exclusive remedy in the event of a breach of the foregoing sentence is to invoke Amwell's indemnification obligations under Section 11.

10.2 Exclusive Remedy.

(i) Customer will report any non-conformity with the Service Warranty to Amwell in accordance with the Hosting Operations Guide, as applicable, within ten (10) days after the date on which such failure first occurs. If Amwell fails to remedy a non- conformity within thirty (30) days of such notice, then Amwell's entire liability and Customer's sole and exclusive remedy for such failure, shall be for Customer to terminate the Agreement by written notice to Amwell and receive a pro rata refund of any prepaid fees.

(ii) Customer will report any non-conformity with the Professional Services Warranty within ten (10) days after the performance of the applicable portion of the Professional Services. Amwell's entire liability, and Customer's sole remedy, for Amwell's failure to so perform shall be for Amwell to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable Statement of Work or Service Brief and refund that portion of any fees received that correspond to such failure to perform.

10.3 Disclaimer. AMWELL DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN RESPECT OF THE SERVICE. EXCEPT AS PROVIDED IN SECTION 10.1 AND 10.2, AMWELL PROVIDES ALL PRODUCTS AND SERVICES TO CUSTOMER "AS IS", WITH NO OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. AMWELL DOES NOT WARRANT THE SERVICE WILL BE ERROR-FREE OR PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION OR WITH CONTINUOUS ACCESS. Amwell will have no obligation to Customer under Sections 10.1 or 10.2, or otherwise, if the failure of the services to meet the applicable warranty can be attributable to causes that are not the responsibility of

Amwell.

11. **INDEMNIFICATION.**

11.1 Obligation. Amwell shall (i) defend Customer, its directors, officers and employees (collectively "Customer Entities") from and against any and all third party claims brought against the Customer Entities alleging that the Service infringes a United States patent or copyright or misappropriates any trade secrets and (ii) pay resulting costs, damages, and reasonable attorney fees finally awarded under such claims or agreed upon in settlement of such claims, provided that Customer notifies Amwell promptly in writing of the claims and provides all necessary assistance, information and authority to perform the above. Amwell shall have sole control of the defense with respect to any such claim (including settlement of such claim). Amwell shall not settle any such claim without Customer's prior written consent, except that no such consent shall be required if such settlement expressly and unconditionally releases the Customer Entities from all liabilities and obligations with respect to such claim, without prejudice. If any portion of the Service, in the opinion of Amwell, is likely to or does become the subject of a claim of infringement, Amwell shall have the right, at its sole option and expense, to: (i) modify the Service to be non-infringing; (ii) obtain for Customer a right to continue using the Service; or (iii) terminate the Agreement and refund to Customer the pro rata portion of the pre-paid fees that corresponds to the period of Service discontinuation.

11.2 Exclusions. Amwell shall have no obligation to indemnify Customer under Section 11.1 with respect to any claim to the extent based upon (i) any modification of the Service by a party other than Amwell, unless such modification was at Amwell's direction; or (ii) the combination, operation or use of the Service with a software program(s) or data not part of the Service if the claim would have been avoided had such combination, operation or use not occurred.

11.3 Above Remedies Exclusive. Customer agrees that the remedies set forth in Sections 11.1 and 11.2 constitute Customer's sole and exclusive remedies and Amwell's sole obligations in the event of third-party claims of intellectual property infringement regarding the Service.

12. **END USER CLAIMS.** In the event of any third party claims brought against Amwell, its directors, officers, employees, and affiliates (collectively, "**AW Entities**") arising from: (i) the use by any AW Entities of Customer Data or a Customer trademark, or (ii) use of the Service by Customer or any Authorized User in violation of the Service Terms of Use or this Agreement, Customer shall be responsible for all resulting costs, damages, and reasonable attorney fees.

13. **LIMITATIONS OF LIABILITY.**

13.1 Exclusions of Damages. IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING THE COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. This Section will not apply to amounts owed in respect of a party's indemnification obligations in Sections 11 or 12, or for claims arising under Section 2 (Access and Use of the Service) or to amounts payable by Customer hereunder. CUSTOMER ACKNOWLEDGES AND AGREES THAT AMWELL IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT AMWELL IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE. ACCORDINGLY, ALL MEDICAL DIAGNOSTIC AND TREATMENT DECISIONS ARE THE RESPONSIBLITY OF CUSTOMER AND/OR PROVIDERS. AMWELL EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE.

13.2 Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO

AMWELL UNDER THIS AGREEMENT AS OF THE DATE OF SUCH CLAIM. This Section will not apply to amounts owed in respect of a party's indemnification obligations in Sections 11 or 12, or for claims arising under Section 2 (Access and Use of the Service) or to amounts payable by Customer hereunder.

14. **GOVERNING LAW; VENUE**. Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

15. **TRADEMARKS**. As described in the Documentation, Customer may configure or request Amwell to

configure the Service with a logo or other trademark, tradename, or newly developed product name of Customer or one of Customer's client (each a "**Customer Mark**"). If so configured, Customer grants Amwell the right to display the Customer Mark in the provision of the Services. Amwell acknowledges the ownership of Customer or such Customer's client, as applicable, in the Customer Marks and agrees that all use of the Customer Marks (i) shall be in accordance with quality control guidelines provided by Customer, and (ii) shall inure to the benefit, and be on behalf, of Customer or such Customer's client. Amwell acknowledges that its utilization of the Customer Marks shall not create in it, nor shall it represent it has, any right, title, or interest in or to such Customer Marks other than the rights expressly granted herein. The Amwell logo, in at 10-point font, if text, or at least 176 by 32 pixels, if pictures, shall appear on every page of the Service.

16. **INSURANCE.** During the Term, Amwell shall maintain policies providing the types of insurance identified below. All policies will be with insurance carriers rated A-VIII or better with AM Best.
    a. Commercial General Liability including bodily injury, property damage, personal injury, products/completed operations liability and contractual liability with minimum limits of [redacted]
    b. Workers' Compensation with statutory limits and Employers' Liability with minimum limits of [redacted]
    c. Automobile Liability including bodily injury and property damage [redacted] single limit, for non-owned and hired automobiles.
    d. Commercial Umbrella Excess Liability, in excess of the Commercial General Liability, Automobile Liability and Employer Liability policies, with minimum limits of [redacted].
    e. Amwell, including OCN, shall maintain Errors & Omissions Liability including Technology Errors and Omissions, Network Security Liability and Privacy & Cyber Liability, with limits of [redacted].
    f. Amwell, including OCN, shall maintain Medical Malpractice with minimum limits of [redacted].

    Upon request, Amwell will furnish a certificate of insurance to Customer showing compliance with the foregoing. Further, Amwell shall endeavor to provide notice to Customer in the event of a cancellation of the coverage listed above that is to the detriment of Customer. Customer shall be named as an Additional Insured on the Commercial General Liability, Automobile Liability and Commercial Umbrella Excess Liability policies referenced above. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall be primary and non-contributory to any insurance coverage maintained by Customer, but only to the extent of Amwell's sole negligence. The Commercial General Liability, Automobile Liability and Commercial Umbrella Excess Liability policies shall provide a waiver of subrogation in favor of Customer.

17. **MISCELLANEOUS**. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this set forth in an executed written agreement within thirty (30) days of receipt of notice from one party to the other party setting forth the proposed changes. The failure on the part of either party to exercise any right or remedy will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any breach will be deemed to imply or constitute a waiver of any other breach, whether of a similar nature or otherwise. Notices and other communications required or permitted under this Agreement will be in writing and will be sufficiently given if: (i) delivered personally, (ii) mailed by certified or registered mail return receipt requested, postage prepaid, or (iii) sent by overnight guaranteed delivery service, and addressed to the party's name, contact person, and address as set forth on the cover and signature pages hereto or to such other address or addressee as either party may from time to time designate

by written notice. Any such notice or other communication will be deemed to be given as of the date it is delivered to the recipient. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired. If Amwell is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, Amwell's obligations under this Agreement will be excused during the duration of any such event. This Agreement will be binding upon and inure to the benefit of the respective, permitted successors of each party. Neither party may assign or otherwise transfer, including, without limitation, by operation of law, change in control, corporate reorganization, merger, sale of all or substantially all assets, this Agreement, in whole or in part; except that Amwell may assign this Agreement without the consent of Customer to an affiliate or in conjunction with a corporate reorganization, merger or sale of substantially all of its assets upon written notice to Customer. Each party is an independent contractor, and nothing herein will be deemed to constitute the parties as partners, agents or joint ventures. In the event of a conflict between this Agreement, a Quotation and/or a Statement of Work or Service Brief, the documents shall control in the following order: (a) the Quotation, (b) this Agreement and (c) the Service Brief or Statement of Work. This Agreement embodies the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. This Agreement may be executed in duplicate and either copy or both copies are considered originals. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity will be a direct or indirect beneficiary of or will have any direct or indirect cause of action or claim in connection with this Agreement.

18. PUBLIC RECORDS: Amwell 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 Amwell has claimed to be confidential and proprietary, CUSTOMER will immediately notify Amwell of such demand and Amwell shall immediately notify CUSTOMER of its intention to seek injunctive relief in a Nevada court for protective order. Amwell shall (i) defend Customer Entities from and against any and all third party claims regarding or related to any demand for the disclosure of Amwell documents in CUSTOMER's custody and control and (ii) pay resulting costs, damages, and reasonable attorney fees finally awarded under such claims or agreed upon in settlement of such claims, provided that Customer notifies Amwell promptly in writing of the claims and provides all necessary assistance, information and authority to perform the above. Amwell shall have sole control of the defense with respect to any such claim (including settlement of such claim). Amwell shall not settle any such claim without Customer's prior written consent, except that no such consent shall be required if such settlement expressly and unconditionally releases the Customer Entities from all liabilities and obligations with respect to such claim, without prejudice.
19. NON-EXCLUDED HEALTHCARE PROVIDER: Amwell represents and warrants to CUSTOMER that neither it nor any of OCN's Providers (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. Amwell 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 Amwell or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the Effective Date.

AMERICAN WELL CORPORATION **University Medical Center of Southern Nevada**

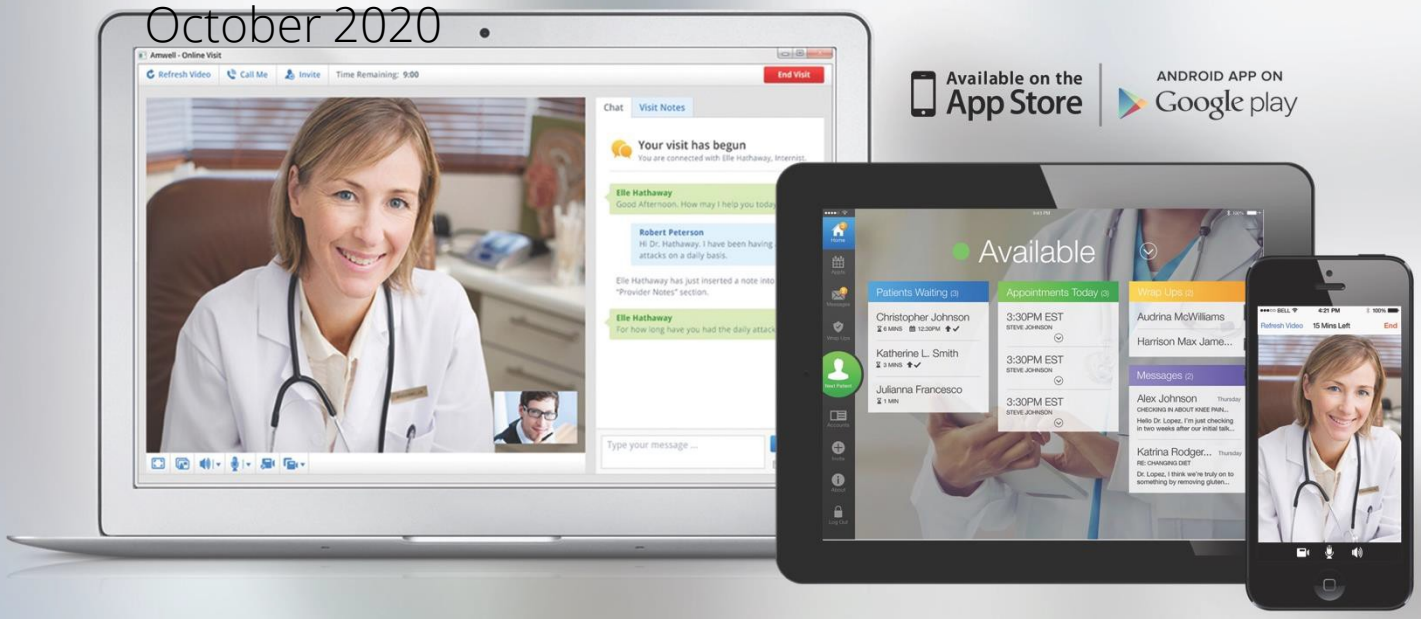
Signed:_____	Signed:
Name: Brad Gay	Name: Mason Van Houweling
Title: General Counsel	Title: CEO
Date:	Date:
Address: 75 State Street, Boston, MA 02109	Address: 1801 W. Charleston Blvd. Las Vegas, NV 89102
Phone/Fax/Email: 617-204-3500	Phone/Fax/Email:

EXHIBIT A

Enterprise

Package Description

October 2020



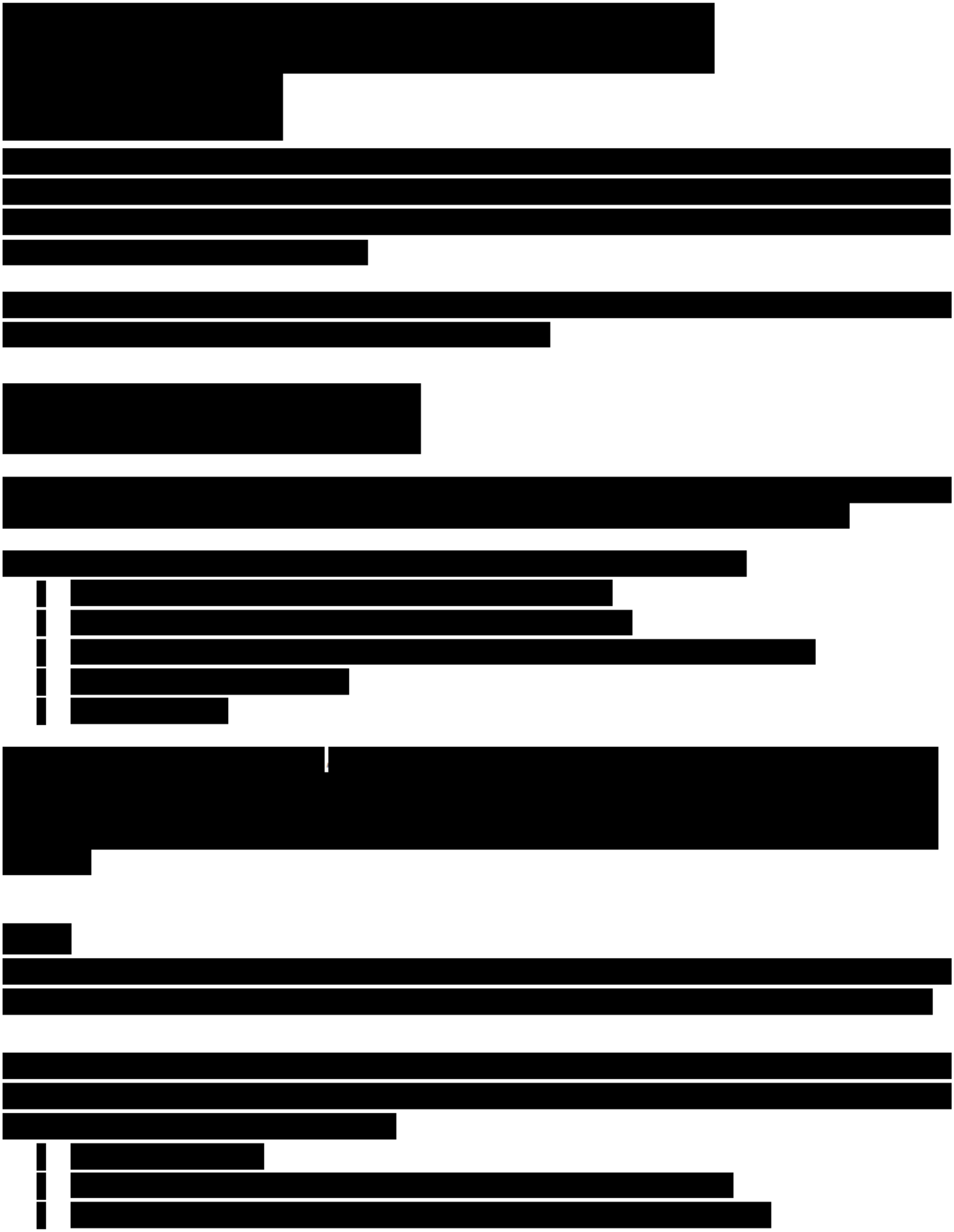


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EXHIBIT B

HOSTING OPERATIONS GUIDE

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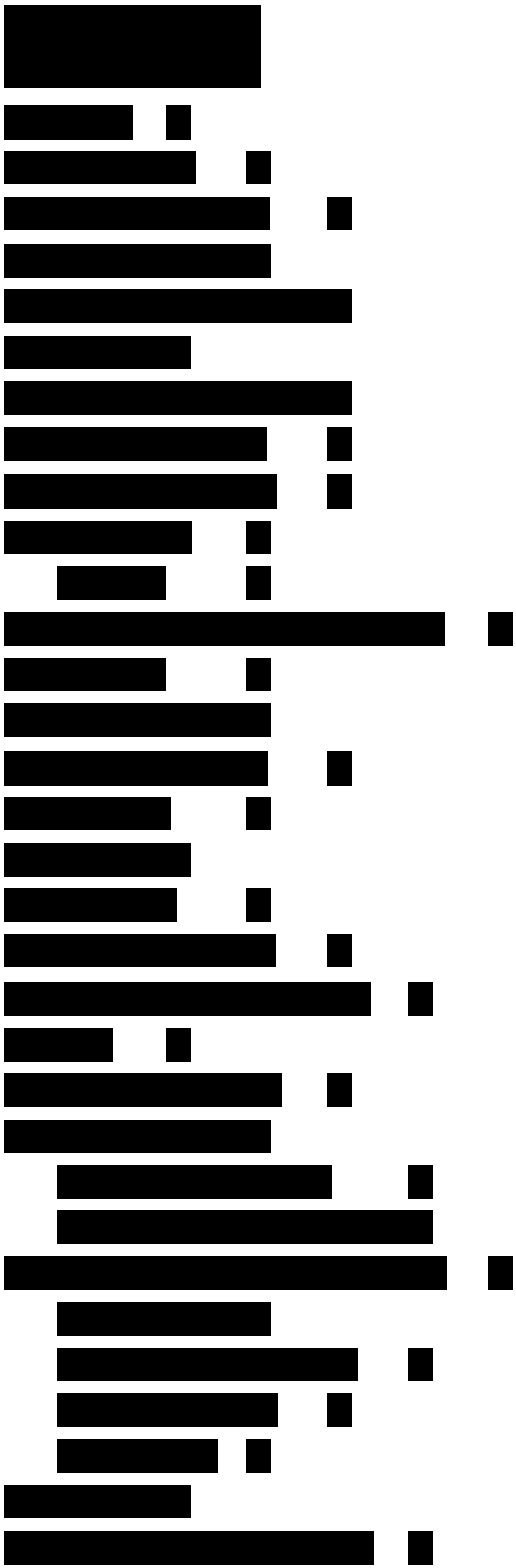

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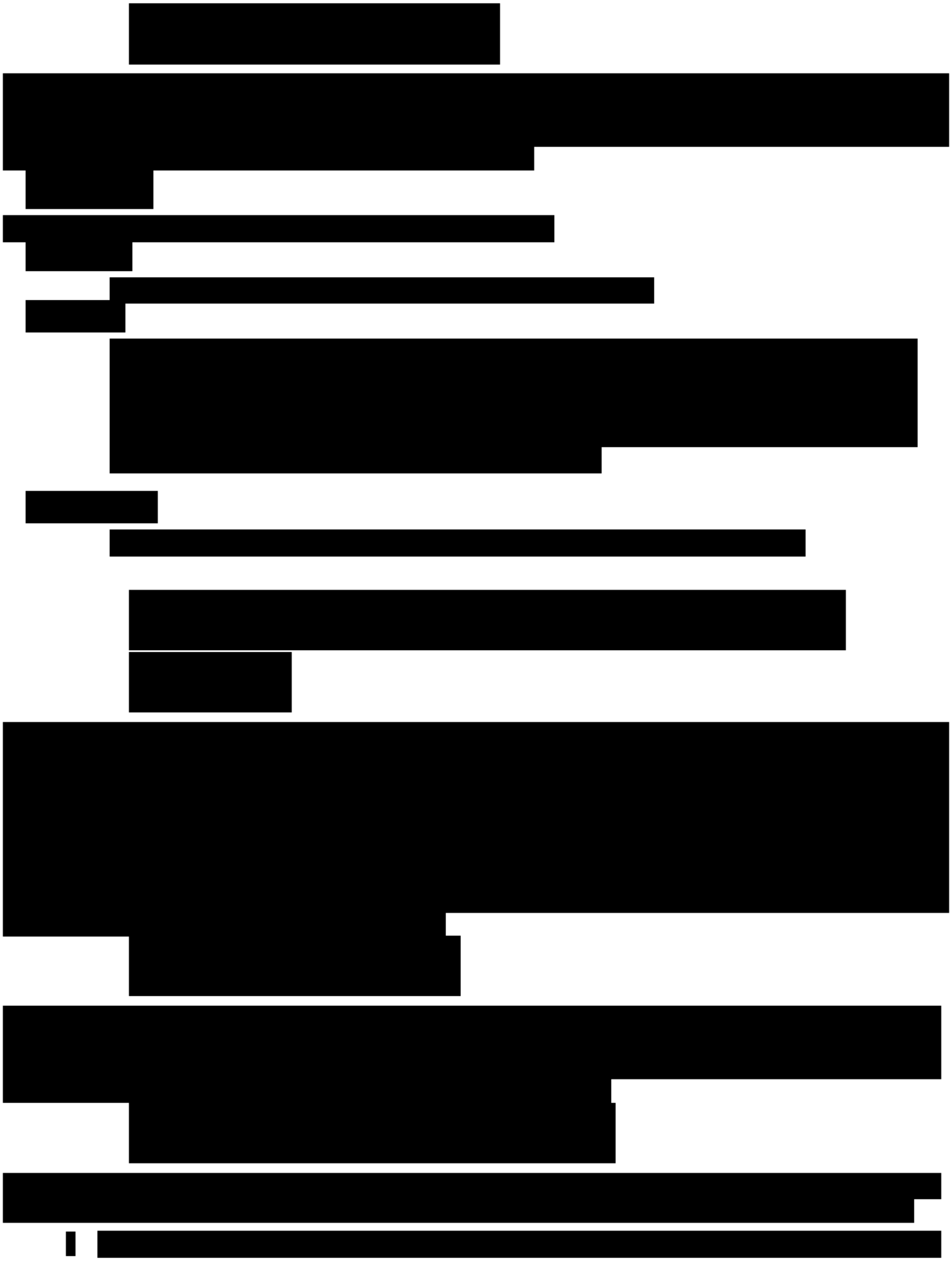

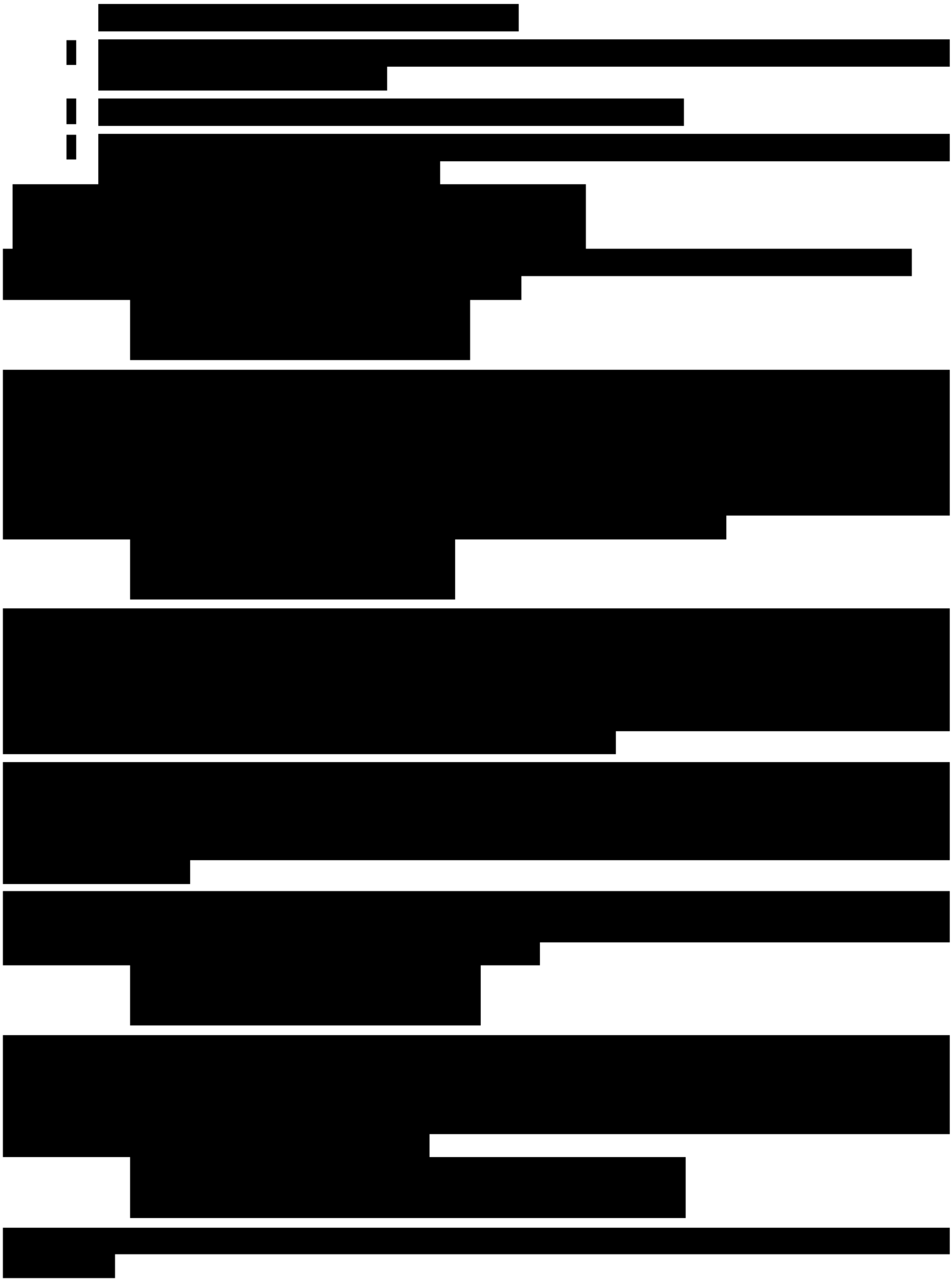

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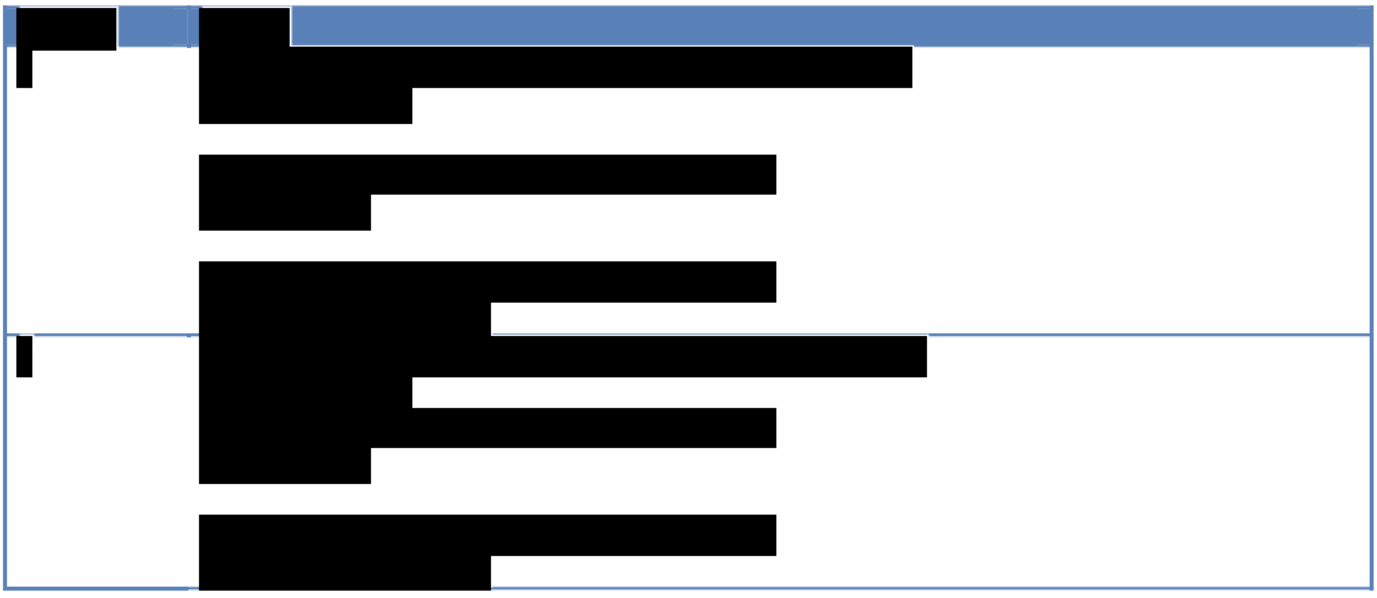

Notice of Ownership

All materials contained herein are the property of American Well Corporation and are copyrighted under United States law and applicable international copyright laws and treaty provisions. The materials contained herein are not work product or “work for hire” on behalf of any third party. The materials contained herein constitute the confidential information of American Well Corporation, except for specific data elements provided by third parties, which are the confidential information of such third parties. The content contained herein results from the application of American Well proprietary processes, analytical frameworks, algorithms, business methods, solution construction aids and templates, all of which are and remain the property of American Well Corporation.

Trademark Notice

All of the trademarks, service marks and logos displayed on these materials (the "Trademark(s)") are registered and unregistered trademarks of American Well Corporation or third parties who have licensed their Trademarks to American Well Corporation. Except as expressly stated in these terms and conditions, you may not reproduce, display or otherwise use any Trademark without first obtaining American Well Corporation’s written permission.

Exhibit C
Travel Reimbursement

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 the lesser of $60 per day or the U.S. General Services Administration (GSA) rates and daily limits for the zip code in which the client site is located. This includes a 15% tip.

Lodging: Lodging will either be booked by UMC or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid- size or smaller. UMC will reimburse up to $150 per week. Return re-fuel cap of $50 per vehicle.

For reimbursable items over twenty-five dollars ($25), 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

Travel expenses shall not exceed $XXXX.00 without prior written approval from UMC.

UMCSN - Contracts Management

Approved Version

June 2016

EXHIBIT D

[INSERT SURESCRIPTS ADDENDUM]

EXHIBIT E

AMWELL NOW ADDENDUM

TO

ENTERPRISE SERVICE AGREEMENT

WHEREAS, Amwell wishes to make available the Amwell Now service offering (Product Code AW-MOD-AN3) ("Amwell Now") to Customer for use by Customer's Authorized Users to deliver Services within the Territory; and Customer wishes for its Authorized Users to access and use Amwell Now.

NOW THEREFORE, the parties agree as follows:

1. Access Grant; Licensed Usage. [redacted]

2. Definitions and Interpretation.
    a. Except as otherwise provided herein, references in the Agreement to the "Service" are deemed to include Amwell Now.
    b. Solely as it pertains to Amwell Now, the defined term "Documentation" means the Amwell Now Product Description, attached below.

3. Exclusions. The following do not apply to Amwell Now:
    a. Provisions that apply exclusively to the features and functions of Amwell's Enterprise Platform (e.g. payment processing, e-prescribing functionality, etc.), or other products and services of Amwell

Appendix A

Amwell Now Product Description

[redacted]

[redacted]

American Well Master Quotation

Quotation Date:	March 10, 2021
Quotation Number:	Q-SW00138-1
Quotation Expires:	May 9, 2021

Prepared by:	Mike Lemovitz
Email:	mike.lemovitz@amwell.com
Phone:	617.470.1555

Customer Name:	University Medical Center (UMC) Of Southern Nevada
Contact Name:	Maria Sexton
Email:	maria.sexton@umcsn.com
Phone:	(702) 813-7132

This Quotation: (i) expires on the expiration date stated above unless signed by both parties; and (ii) is subject to the terms & conditions set forth below.

Billing Address:

Name:	University Medical Center (UMC) Of Southern Nevada
Address:	1800 W Charleston Blvd
City, State, Zip:	Las Vegas, Nevada 89102
AP Email:	maria.sexton@umcsn.com

Delivery Address:

Name:	University Medical Center (UMC) Of Southern Nevada
Address:	1800 W Charleston Blvd
City, State, Zip:	Las Vegas, Nevada 89102

	Product Name	Product Code	Terms of Service	Quantity	Price	Extended Price
One-time	Set-up	AW-ST-SU	Attachment 1	1	[redacted]	[redacted]
	Connect EHR integration package - Set-Up	AW-I-EHRCON-SU	Attachment 2 Attachment 3	1	[redacted]	[redacted]
	Single Sign-On Integration - Provider Access Fee (Home)	AW-I-SSO-DTP-PRO	Attachment 4	1	[redacted]	[redacted]
	On-Demand Encounters (Home)	AW-I-ODE	Attachment 5	1	[redacted]	[redacted]
	Visit Summary Export (Home)	AW-I-VSE	Attachment 6	1	[redacted]	[redacted]
	Patient Registration (Home)	AW-I-BDPI	Attachment 7	1	[redacted]	[redacted]
					One-Time Services Subtotal:	**$ 143,000.00**

	Product Name	Product Code	Term (Months)	Terms of Service	Quantity	Price	Extended Price
Annual*^	Base Operating Fee	AW-ST-PRO-OP	24	Governing Agreement	1	[redacted]	[redacted]
	Attract and Retain - Urgent Care + Scheduled Visit Modules	AW-AR-MOD	24	Attachment A Attachment B	1	[redacted]	
	Specialty Consult Module	AW-SC-MOD	24	Attachment C	1		
	EHR integration package w/Connect EHR - Operating	AW-I-EHR-CONN1	24	Attachment 2 Attachment 3	1	[redacted]	[redacted]
					Annual Services Subtotal:		**$ 385,000.00**
TOTAL YEAR 1 FEES							**$ 528,000.00**
TOTAL TWO YEAR INVESTMENT							**$ 913,000.00**

Terms and Conditions	
Governing Agreement	This Quotation (the "Quote") is entered into pursuant to the terms and conditions of (i) the Enterprise Service Agreement between Customer and American Well Corporation dated on or about_____(the "Agreement"), and (ii) the referenced documents at the Attachments listed on this Quote. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.
Initial Term	Twenty-four (24) months from the Effective Date of the Agreement.

American Well Master Quotation

Quotation Date:	March 10, 2021
Quotation Number:	Q-SW00138-1
Quotation Expires:	May 9, 2021

Renewal Terms	This Agreement may be renewed for three (3) additional one (1) year periods by mutual written agreement of both parties at least sixty (60) days prior to expiration of the preceding term ("Renewal Term"). Prior to the commencement of a Renewal Term, American Well is entitled to update the pricing herein. [redacted]
Payment Terms	Net thirty (30) days. The One Time and first year Annual fees will be invoiced on Effective Date. The Annual Fees shall be invoiced in full on each anniversary of the Effective Date which occurs during the Term.
Other Terms of Service	

IN WITNESS WHEREOF, the Terms and Conditions of this Quotation are acknowledged and agreed to in their entirety by each party's duly authorized representative:

AMERICAN WELL CORPORATION		**CUSTOMER**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	

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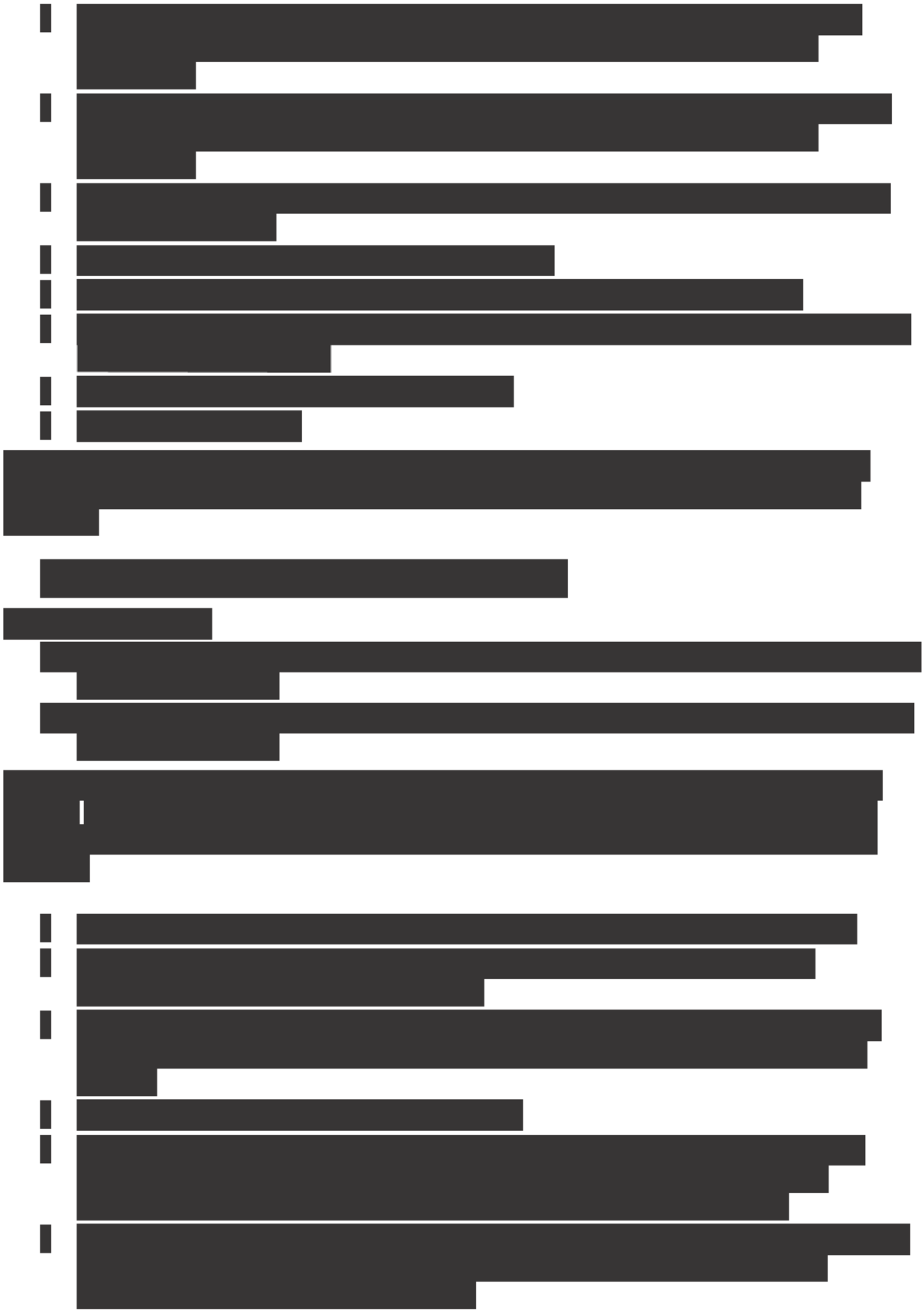
Amwell Service Brief

Setup & Implementation

Amwell Service Brief

HL7 Integration Package – Amwell Home and Hospital



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5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 14-16 weeks, beginning with the integration kickoff meeting to begin discovery and design (the "**Discovery Session**"). The Amwell Implementation Manager will partner with the Amwell Integration Lead, subject matter experts, and other members of the integration team, as well as Customer's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to Customer. The actual project schedule and duration is subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline
[redacted]	Amwell and Customer	Email Approval	2 weeks
	Amwell	Email Approval	3 weeks
	Amwell and Customer	Email Approval	1 week
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks
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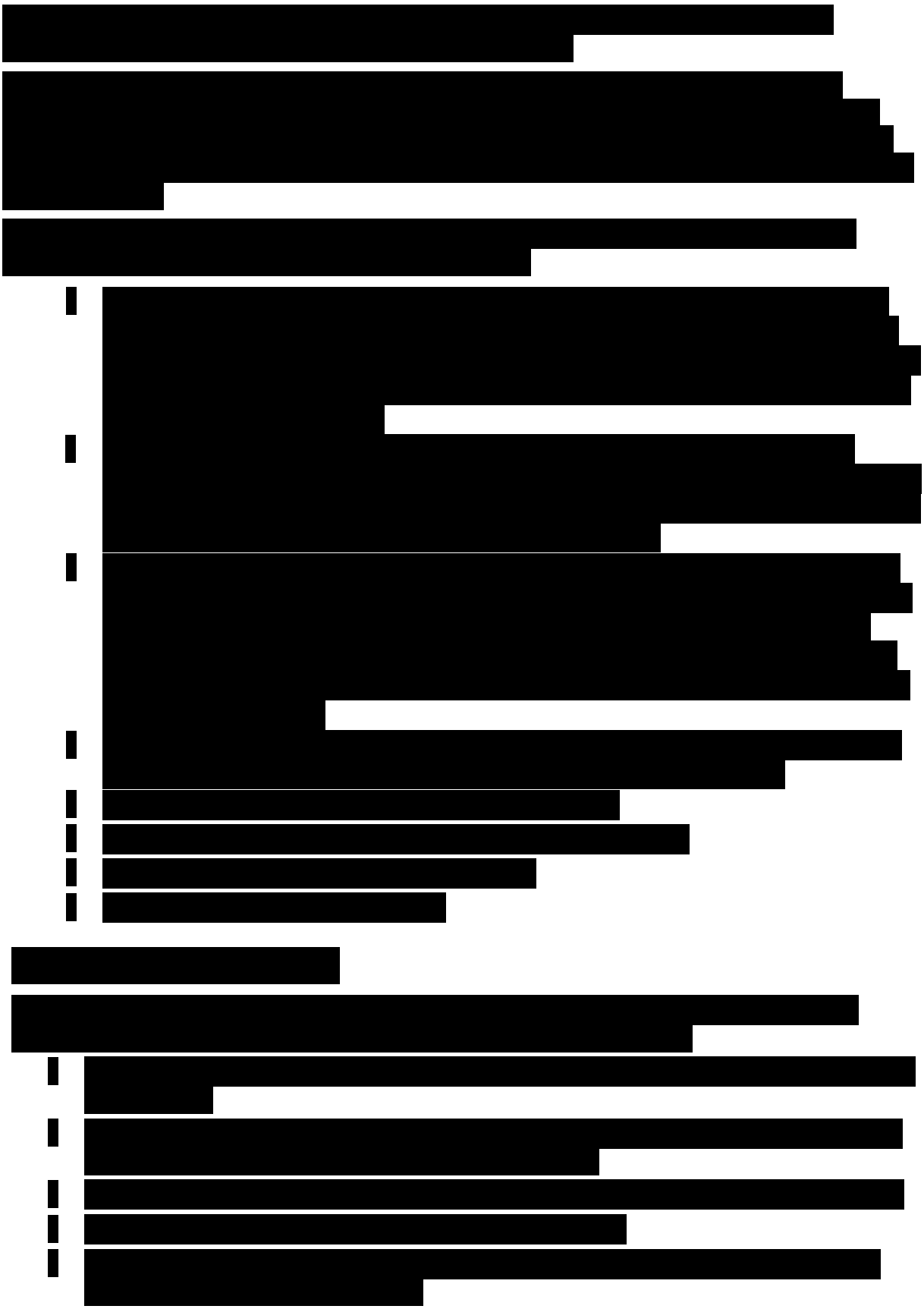
[redacted]

Amwell Service Brief

Amwell Connect EHR Integration

[redacted]



6. Deliverables & Projected Milestone Timelines

The estimated timeline for the Amwell CAL integration project is 8 weeks and can only begin after Epic has configured Customer's Epic system to enable video visit functionality. Once enabled, Amwell will hold the Discovery Session with Customer to begin reviewing and designing CAL configurations. The actual project schedule and duration are subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Project Manager for

critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline
[redacted]	Amwell and Customer	Email Approval	2 weeks
	Amwell and Customer	Email Approval	1 week
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	1 week
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks

[redacted]

Amwell Service Brief

Provider Web SSO Integration – Amwell Home

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5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 12-14 weeks, beginning with the integration kickoff meeting to begin discovery and design (the "**Discovery Session**"). The Amwell Implementation Manager will partner with the Amwell Integration Lead, subject matter experts, and other members of the integration team, as well as Customer's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to Customer. The actual project schedule and duration is subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline
[redacted]	Amwell and Customer	Email Approval	2 weeks
	Amwell	Email Approval	2 weeks
	Amwell and Customer	Email Approval	1 week
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks

[redacted]	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	1 weeks
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks

Amwell Service Brief

On Demand Encounters Integration – Amwell Home

[redacted]

5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 14-16 weeks, beginning with the integration kickoff meeting to begin discovery and design (the "**Discovery Session**"). The Amwell Implementation Manager will partner with the Amwell Integration Lead, subject matter experts, and other members of the integration team, as well as Customer's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to Customer. The actual project schedule and duration is subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline
[redacted]	Amwell and Customer	Email Approval	2 weeks
	Amwell	Email Approval	3 weeks
	Amwell and Customer	Email Approval	1 week
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks

Amwell Service Brief

Visit Summary Export Integration – Amwell Home

5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 14-16 weeks, beginning with the integration kickoff meeting to begin discovery and design (the "**Discovery Session**"). The Amwell Implementation Manager will partner with the Amwell Integration Lead, subject matter experts, and other members of the integration team, as well as Customer's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to Customer. The actual project schedule and duration is subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

Milestone	Owner	Approval Action	Target Timeline

[redacted]

Amwell and Customer	Email Approval	2 weeks
Amwell	Email Approval	3 weeks
Amwell and Customer	Email Approval	1 week
Amwell and Customer	Signed Acceptance Gate Form	2 weeks
Amwell	Email Approval	2 weeks
Amwell and Customer	Signed Acceptance Gate Form	2 weeks
Amwell	Email Approval	2 weeks
Amwell and Customer	Signed Acceptance Gate Form	2 weeks

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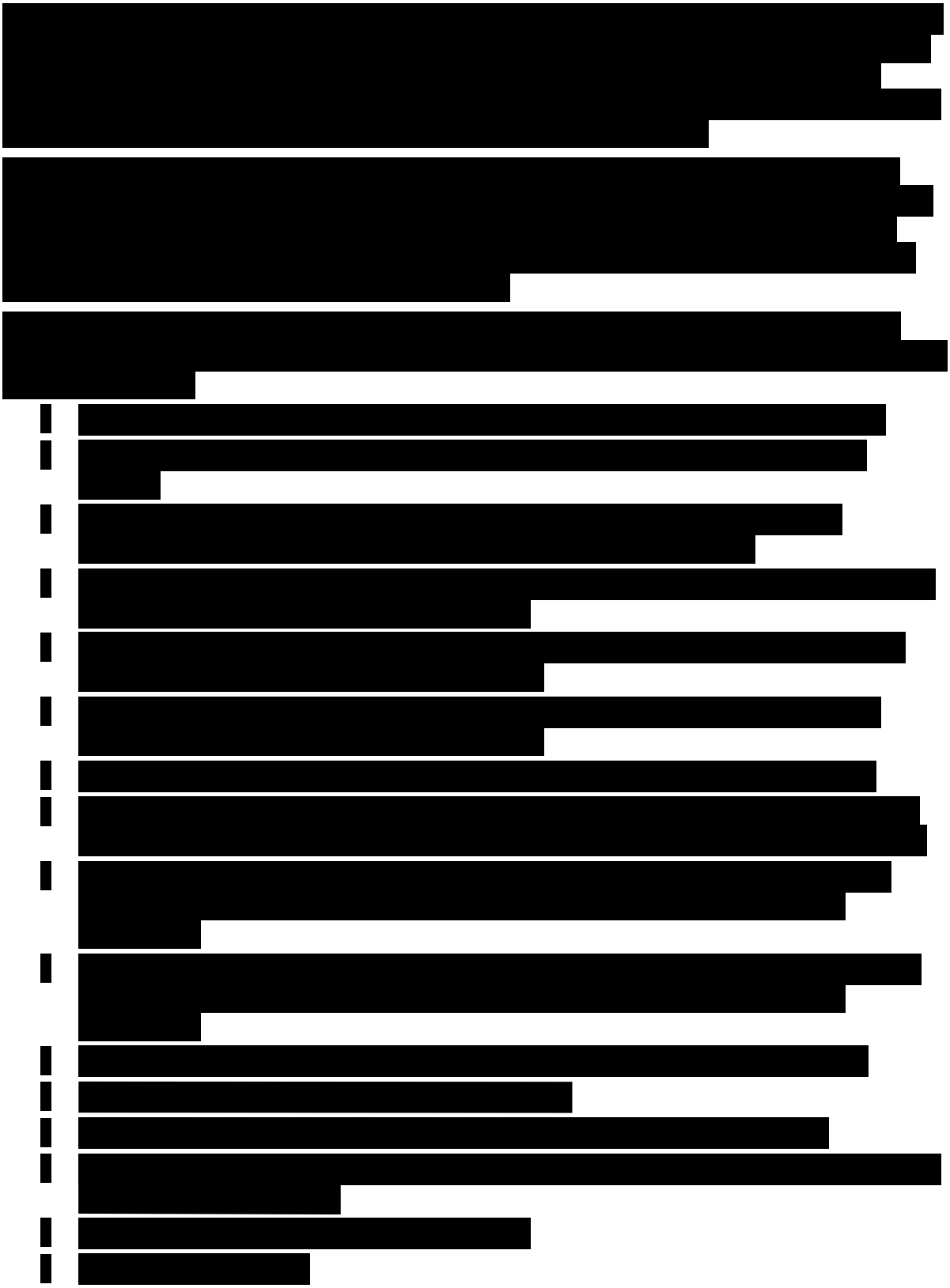
Amwell Service Brief

Patient Registration Integration – Amwell Home



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5. Deliverables & Projected Milestone Timelines

The estimated timeline for the integration project is 14-16 weeks, beginning with the integration kickoff meeting to begin discovery and design (the "**Discovery Session**"). The Amwell Implementation Manager will partner with the Amwell Integration Lead, subject matter experts, and other members of the integration team, as well as Customer's project manager, to develop a detailed project work plan and schedule, which will incorporate the considerations and assumptions that are unique to Customer. The actual project schedule and duration is subject to change based on changes to Customer's: staffing, available funding, failure to comply with due dates established by the Amwell Implementation Manager for critical path deliverables, or changes to any of the assumptions documented in this Service Brief. The projected milestones and timeline for the implementation of the work outlined above are as follows:

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	Amwell and Customer	Signed Acceptance Gate Form	2 weeks
	Amwell	Email Approval	2 weeks
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	Amwell	Email Approval	2 weeks
	Amwell and Customer	Signed Acceptance Gate Form	2 weeks

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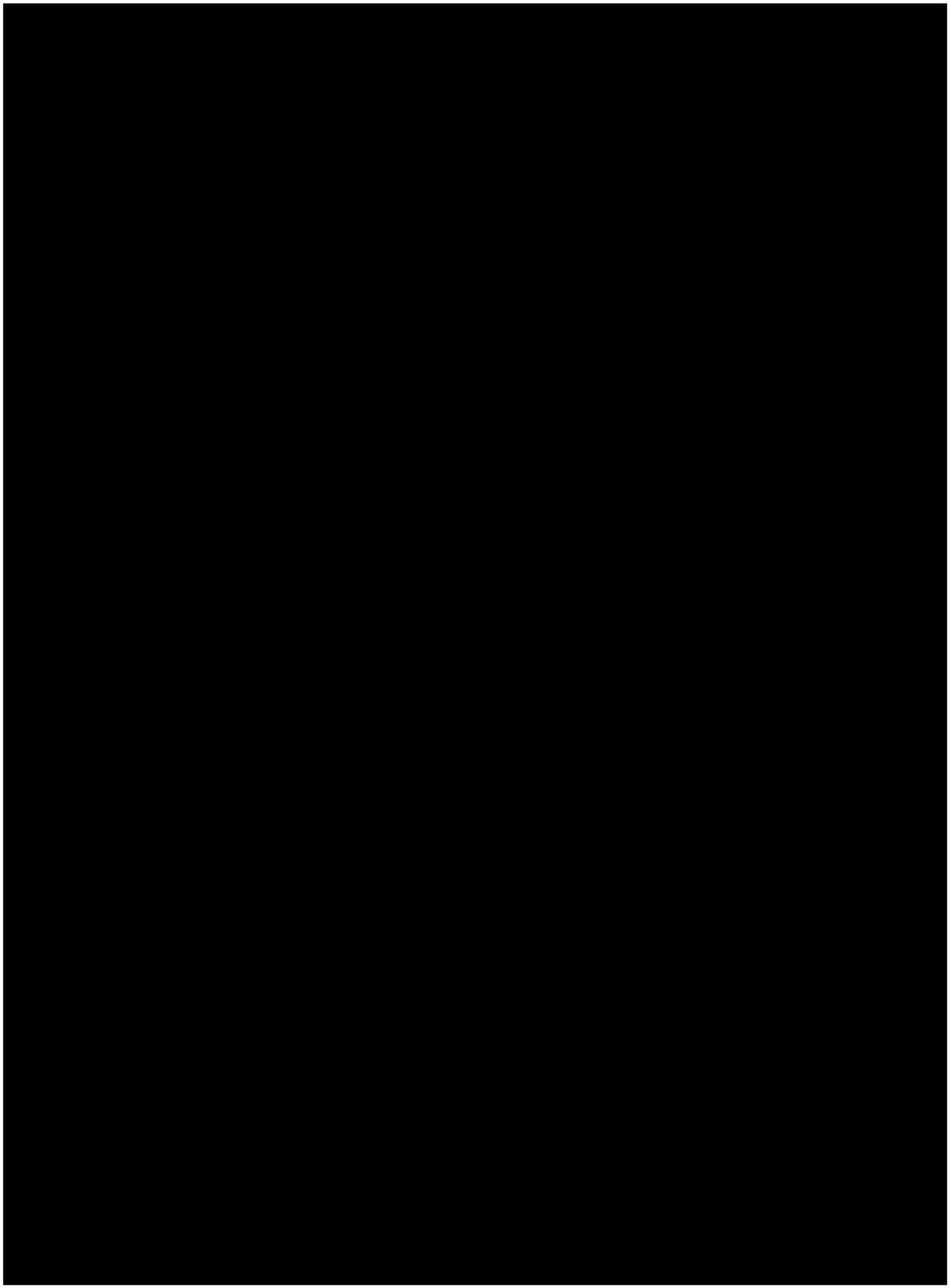

Attachment B

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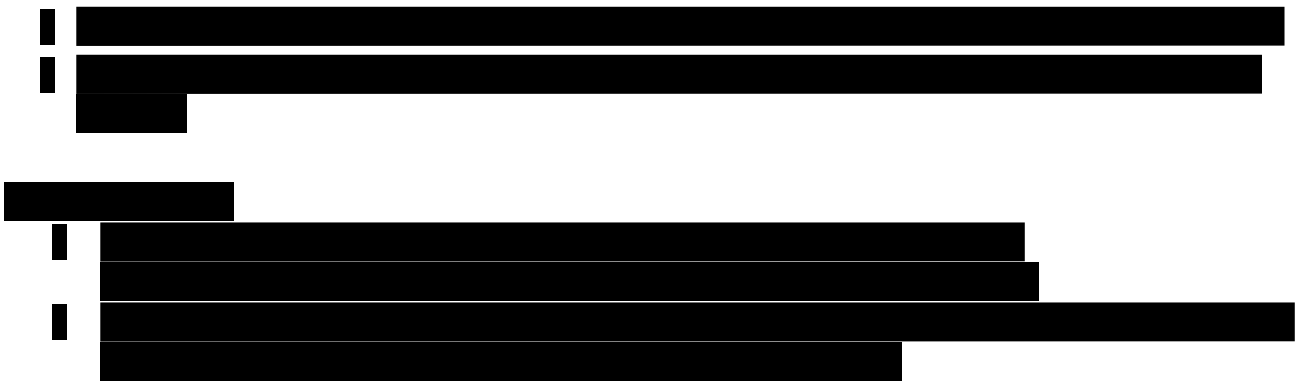

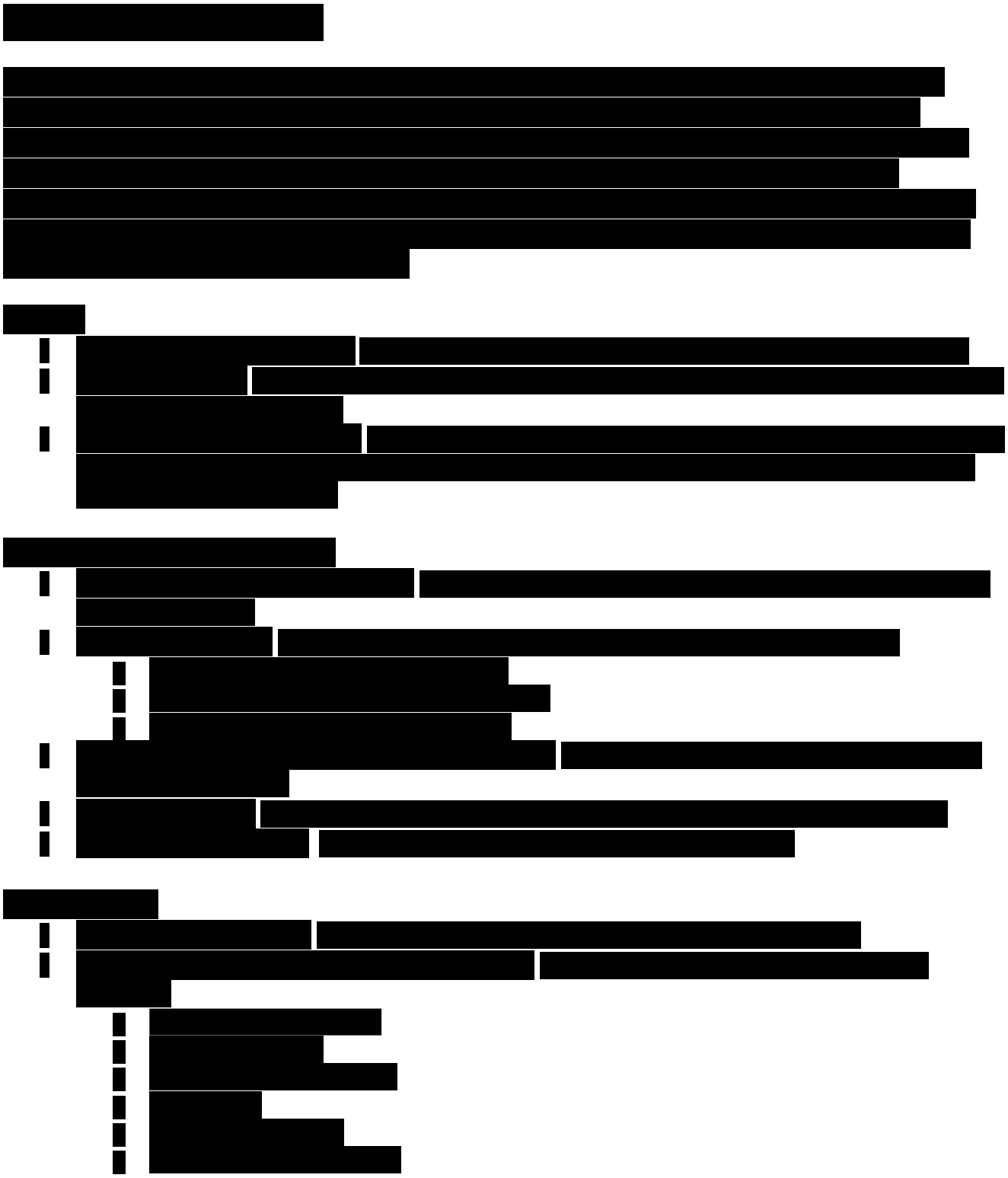

Business Associate Agreement

This Agreement is made effective the 31st of March, 2021, 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 **American Well Corporation**, a Delaware corporation, whose principal address is 75 State Street, 26th Floor, Boston, Massachusetts 02109, 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; and

WHEREAS, the Covered Entity will provide Business Associate with certain data in both hard copy and electronic form, for the purpose of evaluating the suitability of a potential business relationship between the Parties involving the utilization of Business Associate's software and services in supporting Covered Entity's Telemedicine Program, which shall be considered the Underlying Agreement; and

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.

"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, Protected Health Information, Required By Law, 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

substantially 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 (excluding payment by Covered Entity for services provided by Business Associate pursuant to the Underlying Agreement); or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

(e) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; provided, however, that such disclosures are Required By Law, or Business Associate obtains written 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.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls designed 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 designed 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 Security Incident involving access to PHI upon discovery of the Security Incident.

(b) When a Breach of PHI in Business Associate's possession or control occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity in order to determine whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services as may be Required By Law, and

(iv) To pay all reasonable third party costs incurred by Covered Entity associated with notifications Required By Law to affected individuals and reasonable third party costs associated with mitigating potential harmful effects to affected individuals, which mitigation is Required by Law.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely responses to reasonable HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities.

(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 in writing 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 Business Associate has violated any material term of this Agreement and such violation cannot be cured within a reasonable amount of time. .

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE: American Well Corporation
By:_____ Mason Van Houweling	By:_____ Brad Gay
Title: CEO	Title: General Counsel
Date:_____	Date:_____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	American Well Corporation	
(Include d.b.a., if applicable)	Amwell	
Street Address:	75 State Street, Floor 26	**Website:** amwell.com
City, State and Zip Code:	Boston, MA 02109	**POC Name:** Mike Lemovitz **Email:** Mike.Lemovitz@amwell.com
Telephone No:	617.470.1555	**Fax No: 617.428.4917**
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)
N/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.

Signature

Brad Gay
Print Name

SVP & General Counsel
Title

2/5/2021
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment to Agreement for Maintenance, Software/Hardware, Purchase and Services and Quotation with Extreme Networks, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Amendment to Agreement for Maintenance, Software/Hardware, Purchase and Services and Quotation with Extreme Networks, Inc. for data network equipment and services; authorize the Chief Executive Officer to sign the Amendment; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.11 & 5420.000
Fund Name: UMC Operating Fund & Clark County Capital Equipment Transfer
Fund Center: 3000999901 & 3000854000
Funded Pgm/Grant: N/A
Description: Computer Hardware Purchase
Bid/RFP/CBE: NRS 332.115.1 (g) Computer Hardware, (h) Computer Software
Term: Ten (10) Years
Amount: $697,330.11
Out Clause: Fiscal Fund Out/Breach

BACKGROUND:

In May, 2016, UMC entered into an Agreement for Maintenance, Software/Hardware, Purchase and Services ("Agreement") with Extreme Networks, Inc. to purchase computers hardware and software. This request consists of an Amendment to extend the term of the Agreement for five (5) years through May 9, 2026, and to approve Quotation EXT-3191112228 for $697,330.11 to allow UMC to replace operationally critical end of life data network infrastructure equipment.

In accordance with NRS 332.115(1)(g) and (h), the competitive bidding process is not required for computer hardware and software.

UMCSN's Director of Information Technology has reviewed and recommends approval of the Amendment and Quotation.

The Amendment and Quotation have been approved as to form by UMC's Office of General Counsel.

Extreme Networks, Inc. currently holds a Clark County business license.

Cleared for Agenda
March 31, 2021

Agenda Item #
9

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 24, 2021 meeting and recommended for approval by the Governing Board.

QUOTATION

Quote:	EXT-3191112228	**Currency:**	USD
Quote Name:	UMC - 2020 Fabric EOSL Upgrade WO Edge	**Exchange Rate:**	1.0
Rev. Number:	5	**Terms:**	
Quote Type:	Standard Quote	**Valid Dates:**	22-Oct-2020 - 31-Mar-2021

All Terms For This Quote Will Be Governed By UMCSN CONTRACT ID 325825. Please Reference Contract # and Quote # on all PO's Pricing Valid Through 3.31.2021

Prepared For		Sales Contacts		
Quote To:	University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	**Name:**	Justin Strong	Jennifer McLean
Contact:	William Steck II	**Title:**	SR ACCOUNT EXECUTIVE	MGR OF INSIDE SALES
Phone:	+1(702) 383-7840	**Phone:**	(801) 703-3614	+1 509-475-8203
Cell:		**Cell:**		+1 509-475-8203
Fax:	(702) 895-3850	**Fax:**		+1 509-267-0627
Email:	william.steckii@umcsn.com	**Email:**	jstrong@extremenetworks.com	jmclean@extremenetworks.com

Part Summary

This summary lists all unique parts contained in the quote.
The quantities are rolled up to show aggregated counts of each part.

Description	Part Number	Qty
X450-G2-48p-10GE4-Base	16179	47
EW NBD AHR 16179	97004-16179	47
Summit Fan module FB	10945	47
Summit 1100W AC PSU FB	10941	98
PWR CORD,15A,USA,NEMA5-15,C15	10099	93
1m QSFP+ Passive Copper Cable	10312	6
0.5m QSFP+ Passive Copper Cable	10311	31
3m QSFP+ Passive Copper Cable	10313	6
VSP 7400-48Y-8C-AC-F	VSP7400-48Y-8C-AC-F	18

EW NBD AHR H35313	97004-H35313	18
VSP Premier License	VSP-PRMR-LIC-P	18
VSP/SLX 750W AC PSU Front to Bk airflow	XN-ACPWR-750W-F	18
Pwr Cord,10A,NEMA 5-15P,C13	10061	36
100Gb, DAC QSFP28-QSFP28 1m	10411	12
100Gb, DAC QSFP28-QSFP28 5m	10414	4
Two Post NEBS Kit for SLX9150	XN-2P-RKMT299	10
4-Post Rail Kit for SLX 9740-40C	XN-4P-RKMT302	5
100Gb, DAC QSFP28-QSFP28 3m	10413	5
5520 24port 802.3bt 90w PoE Switch	5520-24W	3
EW NBD AHR 5520-24W	97004-5520-24W	3
Premier License for 5000 series switches	5000-PRMR-LIC-P	3
TAC OS 5000-PRMR-LIC	97000-5000-PRMR-LIC	3
1m SFP+ Cable	10304	4
10Gb SFP+ 10GBASE-T	10338	8
SR SFP+ module	10301	8
LR SFP+ module	10302	12
100G SWDM4 QSFP28 100m	100G-SWDM4-QSFP100M	12
Summit 715W PoE AC PSU FB	10951	1
EXTREME SERVICE UNITS, 20-PACK	PS-ESU-20	2
Remote (ESU) Extreme Service Unit	PS-ESU-REMOTE	26

#	Part Number	Covd. Item	Qty	Description	Duration	Net Price	Extended Net Price
				AS IDF			
1	16179		3	X450-G2-48p-10GE4-Base		$3,306.14	$9,918.41
2	97004-16179	16179	3	EW NBD AHR 16179	365	$336.00	$1,008.00
3	10945		3	Summit Fan module FB		$147.85	$443.56
4	10941		6	Summit 1100W AC PSU FB		$529.80	$3,178.82
5	10099		6	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$71.46
6	10312		1	1m QSFP+ Passive Copper Cable		$163.05	$163.05
7	10311		2	0.5m QSFP+ Passive Copper Cable		$125.26	$250.53
				BO IDF			

8	16179		3	X450-G2-48p-10GE4-Base		$3,306.14	$9,918.41
9	97004-16179	16179	3	EW NBD AHR 16179	365	$336.00	$1,008.00
10	10945		3	Summit Fan module FB		$147.85	$443.56
11	10941		6	Summit 1100W AC PSU FB		$529.80	$3,178.82
12	10312		3	1m QSFP+ Passive Copper Cable		$163.05	$489.14
				E.R.1st Floor			
13	16179		5	X450-G2-48p-10GE4-Base		$3,306.14	$16,530.67
14	97004-16179	16179	5	EW NBD AHR 16179	365	$336.00	$1,680.00
15	10945		5	Summit Fan module FB		$147.85	$739.26
16	10941		10	Summit 1100W AC PSU FB		$529.80	$5,298.03
17	10099		10	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$119.10
18	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
19	10311		4	0.5m QSFP+ Passive Copper Cable		$125.26	$501.05
				Main 3rd Floor West S4			
20	16179		2	X450-G2-48p-10GE4-Base		$3,306.14	$6,612.27
21	97004-16179	16179	2	EW NBD AHR 16179	365	$336.00	$672.00
22	10945		2	Summit Fan module FB		$147.85	$295.70
23	10941		4	Summit 1100W AC PSU FB		$529.80	$2,119.21
24	10099		4	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$47.64
25	10311		2	0.5m QSFP+ Passive Copper Cable		$125.26	$250.53
				Server Farm S8 1			
26	VSP7400-48Y-8C-AC-F		2	VSP 7400-48Y-8C-AC-F		$10,676.15	$21,352.29
27	97004-H35313	VSP7400-48Y-8C-AC-F	2	EW NBD AHR H35313	365	$1,316.00	$2,632.00
28	VSP-PRMR-LIC-P		2	VSP Premier License		$3,078.20	$6,156.39
29	XN-ACPWR-750W-F		2	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$1,227.99
30	10061		4	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$29.57
31	10411		2	100Gb, DAC QSFP28-QSFP28 1m		$148.67	$297.35
32	10414		2	100Gb, DAC QSFP28-QSFP28 5m		$365.52	$731.05
33	XN-2P-RKMT299		2	Two Post NEBS Kit for SLX9150		$88.30	$176.60
				Server Farm S8-2			
34	VSP7400-48Y-8C-AC-F		5	VSP 7400-48Y-8C-AC-F		$10,676.15	$53,380.73
35	97004-H35313	VSP7400-48Y-8C-AC-F	5	EW NBD AHR H35313	365	$1,316.00	$6,580.00
36	VSP-PRMR-LIC-P		5	VSP Premier License		$3,078.20	$15,390.98

37	XN-ACPWR-750W-F		5	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$3,069.98
38	10061		10	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$73.93
39	XN-4P-RKMT302		5	4-Post Rail Kit for SLX 9740-40C		$379.90	$1,899.49
40	10411		6	100Gb, DAC QSFP28-QSFP28 1m		$148.67	$892.04
41	10413		2	100Gb, DAC QSFP28-QSFP28 3m		$251.76	$503.52
				UMC 4th Floor Trauma S8			
42	16179		4	X450-G2-48p-10GE4-Base		$3,306.14	$13,224.54
43	97004-16179	16179	4	EW NBD AHR 16179	365	$336.00	$1,344.00
44	10945		4	Summit Fan module FB		$147.85	$591.41
45	10941		8	Summit 1100W AC PSU FB		$529.80	$4,238.42
46	10099		8	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$95.28
47	10311		3	0.5m QSFP+ Passive Copper Cable		$125.26	$375.79
48	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
				UMC ASU 3rd Floor S4			
49	16179		4	X450-G2-48p-10GE4-Base		$3,306.14	$13,224.54
50	97004-16179	16179	4	EW NBD AHR 16179	365	$336.00	$1,344.00
51	10945		4	Summit Fan module FB		$147.85	$591.41
52	10941		8	Summit 1100W AC PSU FB		$529.80	$4,238.42
53	10099		8	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$95.28
54	10311		3	0.5m QSFP+ Passive Copper Cable		$125.26	$375.79
55	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
				UMC B2000 3rd Floor D309 S4			
56	16179		4	X450-G2-48p-10GE4-Base		$3,306.14	$13,224.54
57	97004-16179	16179	4	EW NBD AHR 16179	365	$336.00	$1,344.00
58	10945		4	Summit Fan module FB		$147.85	$591.41
59	10941		8	Summit 1100W AC PSU FB		$529.80	$4,238.42
60	10099		8	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$95.28
61	10311		3	0.5m QSFP+ Passive Copper Cable		$125.26	$375.79
62	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
				UMC Centennial Hills S4			
63	5520-24W		1	5520 24port 802.3bt 90w PoE Switch		$2,297.87	$2,297.87
64	97004-5520-24W	5520-24W	1	EW NBD AHR 5520-24W	365	$336.00	$336.00
65	5000-PRMR-LIC-P		1	Premier License for 5000 series switches		$1,024.70	$1,024.70
66	97000-5000-PRMR-LIC	5000-PRMR-LIC-P	1	TAC OS 5000-PRMR-LIC	365	$120.00	$120.00
67	10941		6	Summit 1100W AC PSU FB		$529.80	$3,178.82
68	10099		6	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$71.46

69	16179		2	X450-G2-48p-10GE4-Base		$3,306.14	$6,612.27
70	97004-16179	16179	2	EW NBD AHR 16179	365	$336.00	$672.00
71	10945		2	Summit Fan module FB		$147.85	$295.70
72	10304		2	1m SFP+ Cable		$60.78	$121.57
				UMC Centennial PC			
73	5520-24W		1	5520 24port 802.3bt 90w PoE Switch		$2,297.87	$2,297.87
74	97004-5520-24W	5520-24W	1	EW NBD AHR 5520-24W	365	$336.00	$336.00
75	5000-PRMR-LIC-P		1	Premier License for 5000 series switches		$1,024.70	$1,024.70
76	97000-5000-PRMR-LIC	5000-PRMR-LIC-P	1	TAC OS 5000-PRMR-LIC	365	$120.00	$120.00
77	10941		6	Summit 1100W AC PSU FB		$529.80	$3,178.82
78	10099		6	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$71.46
79	16179		2	X450-G2-48p-10GE4-Base		$3,306.14	$6,612.27
80	97004-16179	16179	2	EW NBD AHR 16179	365	$336.00	$672.00
81	10945		2	Summit Fan module FB		$147.85	$295.70
82	10304		2	1m SFP+ Cable		$60.78	$121.57
				UMC Core 5			
83	VSP7400-48Y-8C-AC-F		2	VSP 7400-48Y-8C-AC-F		$10,676.15	$21,352.29
84	97004-H35313	VSP7400-48Y-8C-AC-F	2	EW NBD AHR H35313	365	$1,316.00	$2,632.00
85	VSP-PRMR-LIC-P		2	VSP Premier License		$3,078.20	$6,156.39
86	XN-ACPWR-750W-F		2	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$1,227.99
87	10061		4	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$29.57
88	10338		4	10Gb SFP+ 10GBASE-T		$685.46	$2,741.83
89	10301		4	SR SFP+ module		$546.23	$2,184.92
90	10302		4	LR SFP+ module		$911.75	$3,647.02
91	100G-SWDM4-QSFP100M		6	100G SWDM4 QSFP28 100m		$1,640.75	$9,844.48
92	XN-2P-RKMT299		2	Two Post NEBS Kit for SLX9150		$88.30	$176.60
				UMC Core 6			
93	VSP7400-48Y-8C-AC-F		2	VSP 7400-48Y-8C-AC-F		$10,676.15	$21,352.29
94	97004-H35313	VSP7400-48Y-8C-AC-F	2	EW NBD AHR H35313	365	$1,316.00	$2,632.00
95	VSP-PRMR-LIC-P		2	VSP Premier License		$3,078.20	$6,156.39
96	XN-ACPWR-750W-F		2	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$1,227.99

97	10061		4	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$29.57
98	10338		4	10Gb SFP+ 10GBASE-T		$685.46	$2,741.83
99	10301		4	SR SFP+ module		$546.23	$2,184.92
100	10302		4	LR SFP+ module		$911.75	$3,647.02
101	100G-SWDM4-QSFP100M		6	100G SWDM4 QSFP28 100m		$1,640.75	$9,844.48
102	XN-2P-RKMT299		2	Two Post NEBS Kit for SLX9150		$88.30	$176.60
				UMC Main 5th Floor West S4			
103	16179		4	X450-G2-48p-10GE4-Base		$3,306.14	$13,224.54
104	97004-16179	16179	4	EW NBD AHR 16179	365	$336.00	$1,344.00
105	10945		4	Summit Fan module FB		$147.85	$591.41
106	10941		8	Summit 1100W AC PSU FB		$529.80	$4,238.42
107	10099		8	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$95.28
108	10311		3	0.5m QSFP+ Passive Copper Cable		$125.26	$375.79
109	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
				UMC NE Tower 1st C127			
110	16179		7	X450-G2-48p-10GE4-Base		$3,306.14	$23,142.95
111	97004-16179	16179	7	EW NBD AHR 16179	365	$336.00	$2,352.00
112	10945		7	Summit Fan module FB		$147.85	$1,034.96
113	10941		14	Summit 1100W AC PSU FB		$529.80	$7,417.24
114	10099		14	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$166.74
115	10311		6	0.5m QSFP+ Passive Copper Cable		$125.26	$751.58
116	10313		1	3m QSFP+ Passive Copper Cable		$248.06	$248.06
				UMC PPC S4			
117	16179		3	X450-G2-48p-10GE4-Base		$3,306.14	$9,918.41
118	97004-16179	16179	3	EW NBD AHR 16179	365	$336.00	$1,008.00
119	10945		3	Summit Fan module FB		$147.85	$443.56
120	10941		6	Summit 1100W AC PSU FB		$529.80	$3,178.82
121	10099		6	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$71.46
122	10312		1	1m QSFP+ Passive Copper Cable		$163.05	$163.05
123	10311		2	0.5m QSFP+ Passive Copper Cable		$125.26	$250.53
				UMC Server Farm S4 3			
124	VSP7400-48Y-8C-AC-F		3	VSP 7400-48Y-8C-AC-F		$10,676.15	$32,028.44
125	97004-H35313	VSP7400-48Y-8C-AC-F	3	EW NBD AHR H35313	365	$1,316.00	$3,948.00
126	VSP-PRMR-LIC-P		3	VSP Premier License		$3,078.20	$9,234.59

127	XN-ACPWR-750W-F		3	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$1,841.99
128	10061		6	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$44.36
129	10413		3	100Gb, DAC QSFP28-QSFP28 3m		$251.76	$755.28
130	10414		2	100Gb, DAC QSFP28-QSFP28 5m		$365.52	$731.05
				UMC South Highland			
131	5520-24W		1	5520 24port 802.3bt 90w PoE Switch		$2,297.87	$2,297.87
132	97004-5520-24W	5520-24W	1	EW NBD AHR 5520-24W	365	$336.00	$336.00
133	5000-PRMR-LIC-P		1	Premier License for 5000 series switches		$1,024.70	$1,024.70
134	97000-5000-PRMR-LIC	5000-PRMR-LIC-P	1	TAC OS 5000-PRMR-LIC	365	$120.00	$120.00
135	10951		1	Summit 715W PoE AC PSU FB		$448.48	$448.48
136	10099		1	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$11.91
				UMC SuperNap S8			
137	VSP7400-48Y-8C-AC-F		4	VSP 7400-48Y-8C-AC-F		$10,676.15	$42,704.59
138	97004-H35313	VSP7400-48Y-8C-AC-F	4	EW NBD AHR H35313	365	$1,316.00	$5,264.00
139	VSP-PRMR-LIC-P		4	VSP Premier License		$3,078.20	$12,312.79
140	XN-ACPWR-750W-F		4	VSP/SLX 750W AC PSU Front to Bk airflow		$614.00	$2,455.99
141	10061		8	Pwr Cord,10A,NEMA 5-15P,C13		$7.39	$59.14
142	10302		4	LR SFP+ module		$911.75	$3,647.02
143	XN-2P-RKMT299		4	Two Post NEBS Kit for SLX9150		$88.30	$353.20
144	10411		4	100Gb, DAC QSFP28-QSFP28 1m		$148.67	$594.69
				UMC Trauma 5th Floor S4			
145	16179		4	X450-G2-48p-10GE4-Base		$3,306.14	$13,224.54
146	97004-16179	16179	4	EW NBD AHR 16179	365	$336.00	$1,344.00
147	10945		4	Summit Fan module FB		$147.85	$591.41
148	10941		8	Summit 1100W AC PSU FB		$529.80	$4,238.42
149	10099		8	PWR CORD,15A,USA,NEMA5-15,C15		$11.91	$95.28
150	10311		3	0.5m QSFP+ Passive Copper Cable		$125.26	$375.79
151	10312		1	1m QSFP+ Passive Copper Cable		$163.05	$163.05
152	PS-ESU-20		2	EXTREME SERVICE UNITS, 20-PACK	365	$40,000.00	$80,000.00
153	PS-ESU-REMOTE		26	Remote (ESU) Extreme Service Unit	365	$1,440.00	$37,440.00

Product Subtotal	**$539,042.11**
Service Subtotal	**$40,848.00**
Training Subtotal	**$0.00**
Professional Services Subtotal	**$117,440.00**
Subscription Subtotal	**$0.00**
Total	**$697,330.11**
	plus applicable tax

This quote is governed solely by an applicable purchase and/or services agreement in effect between purchaser and Extreme, if any, or in the absence of such an agreement, Extreme Networks' Standard Terms of Sale and Services (as published at the following link: http://www.extremenetworks.com/company/legal) and, if applicable, Extreme Networks' Professional Services Terms and Conditions (as published at the following link: http://learn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf) shall govern in the event of any conflict with your order notwithstanding any terms to the contrary on Customer's purchase order. Extreme Networks hereby rejects any customer terms and conditions that may be submitted in accordance with acceptance of this quote.

TERMS AND CONDITIONS OF SALE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, "PRODUCTS" REFERS TO: (A) EXTREME PRODUCTS, (B) CONSULTING, SUPPORT AND MAINTENANCE SERVICES PACKAGES AS IDENTIFIED ON EXTREME'S PRICE LIST; (C) ANY NON-EXTREME PRODUCTS THAT ARE BRANDED BY A THIRD PARTY ENTITY (A "THIRD PARTY") AND SOLD BY EXTREME HEREUNDER (THE "THIRD PARTY PRODUCTS"), (D) ANY SOFTWARE CONTAINED IN EXTREME PRODUCTS AND ANY UPDATES THERETO (THE "EXTREME SOFTWARE") AND (E) ANY SOFTWARE CONTAINED IN THIRD PARTY PRODUCTS, AND ANY UPDATES THERETO (THE "THIRD PARTY SOFTWARE")(THE EXTREME SOFTWARE AND THIRD PARTY SOFTWARE SHALL BE REFERRED TO TOGETHER AS THE "SOFTWARE"). SERVICES AS DEFINED IN SECTION (B) ABOVE, AND PROFESSIONAL CONSULTING SERVICES AVAILABLE FOR PURCHASE (COLLECTIVELY, "SERVICES"), SHALL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS AS REFERENCED HEREIN. USE OR RESALE OF THE PRODUCTS CONSTITUTES ACCEPTANCE BY YOU ("PURCHASER") OF THESE TERMS AND CONDITIONS. EXTREME SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT AND/OR CONFLICTING PROVISIONS IN ANY AGREEMENT (INCLUDING WITHOUT LIMITATION ANY RESELLER OR DISTRIBUTOR AGREEMENT BETWEEN PURCHASER AND EXTREME NETWORKS), ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE FROM PURCHASER UNLESS EXPRESSLY AGREED TO IN WRITING BY EXTREME.

"Extreme" shall mean Extreme Networks, Inc., and its approved subsidiaries (including Extreme Networks Ireland Limited) that are authorized to accept purchase orders hereunder as further identified in Purchaser's applicable order documentation.

1. Prices

The price of the Products shall be set forth in Extreme's price list then in effect when Extreme accepts Purchaser's order or when such items are shipped, whichever is lower, less any applicable discount. Extreme reserves the right to change its price list without prior notice. Prices do not include freight, insurance, or other similar charges. Any such charges will be added to the price or separately invoiced to Purchaser. Prices, associated costs, fees and charges, if any, and terms and conditions attributable to Services (including both professional services and support / maintenance Services) are as published here: http://www.extremenetworks.com/support/policies

2. Payment Terms

Purchaser shall pay all invoices issued under this Agreement within thirty (30) days from date of invoice. Shipments, deliveries, and performance of work will at all times be subject to the approval of Extreme's credit department and Extreme may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Extreme. Purchaser hereby grants a security interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to Extreme. Purchaser agrees to execute any financing statements, continuation statements, or other documents as Extreme requests to protect its security interest.

3. Taxes

Purchaser will pay or reimburse Extreme for all sales, use, value-added and other taxes (except taxes on Extreme's net income), and all customs, duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Products or licensing of the Software to Purchaser, or upon payment to Extreme under this Agreement.

4. Shipment and Delivery

4.1. Shipment of Products

Extreme will use commercially reasonable efforts to ship the Products at the times requested in purchase orders accepted by Extreme (in partial or full shipments); provided, however, in the event of shortages of labor, energy, components, raw materials or supplies or interruption of Extreme Networks' production or for reasons beyond Extreme Networks' reasonable control, shipment may be delayed by Extreme Networks without liability. Without liability to any person and without prejudice to any other remedy, Extreme may withhold or delay shipment of any order if you are late in payment or are otherwise in default under this Agreement.

4.2. Delivery and Acceptance of Products

Extreme will deliver Products to Purchaser as follows: All shipments will be made ExWorks (Extreme's place of shipment), except (a) for shipments within the United States shall be FOB Origin (Extreme's place of shipment); (b) for shipments within member countries of the European Union shall be CIP Consignee; and (c) for shipments to the rest of Europe, Middle East and Africa shall be CIP Airport. Deliveries scheduled for ultimate destination Russia and additional countries of the Commonwealth of Independent States (CIS) shall only be delivered in the European Union. All shipping terms described above are per Incoterms 2010.

Buyer shall identify mode of shipment and carrier in the accepted purchase order for ExWorks and FOB Origin shipments. Extreme will select the mode of shipment and the carrier for CIP terms. All Products ordered under this Agreement will be deemed accepted by Distributor upon delivery by Extreme to the carrier under all Incoterms. Risk of loss or damage, and title to Products (except with regard to title of software) will pass to Distributor in accordance with the Incoterms set forth above. Distributor will instruct Extreme at the time of the order as to which carrier Extreme should use to transport Products under ExWorks and FOB Origin Incoterms. Distributor will pay all costs, including, without limitation, costs of transportation, insurance, export and import fees, customs brokerage expenses and similar charges in accordance with the ExWorks and FOB Origin Incoterms. Extreme will select carrier and mode of transport under all CIP Incoterms. Distributor, at its expense, will make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector under all Incoterms.

5. License

The Extreme Software is licensed subject to the terms and conditions of the then-current Extreme End User License Agreement for such Software in effect at the time the Software is provided. In the case of Third Party Software, the Third Party Software is licensed by the third party to the Purchaser subject to any applicable terms and conditions. Purchaser agrees that Purchaser will not attempt, and if Purchaser is a corporation, Purchaser will use Purchaser's best efforts to prevent Purchaser's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

6. Warranty to Purchaser for Extreme Products

6.1. Limited Warranty

Extreme warrants Extreme Products solely to Purchasers and pursuant to the terms and conditions of the warranty as published on Extreme's website under Extreme Networks Support Policies and Guidelines and applicable End User License Agreement as posted at http://www.extremenetworks.com, and/or is delivered with the Extreme Products. In the event of a failure of any Extreme Product to comply with the foregoing warranty during the applicable warranty period (a "Defect"), Extreme shall, at its option, repair or replace the Extreme Product or refund the fees paid by Purchaser for such Extreme Product (following Purchaser's return of the Extreme Product), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. The foregoing sets forth Purchaser's sole and exclusive remedies for a breach of the above limited warranties. Extreme makes no warranty as to the Third Party Products and Third Party Software.

6.2. Return Procedures

Third Party Products are not returnable to Extreme. Extreme Products shall be non-returnable except as provided in Section 6.1 ("Limited Warranty") or under a current maintenance support entitlement. Prior to any return by Purchaser of any Extreme Product, Purchaser shall obtain a return material authorization ("RMA") from Extreme. Purchaser shall return the entire contents of the defective Extreme Product and dated proof of purchase for the defective Extreme Product, if requested by Extreme, marked with the RMA number, to Extreme's designated repair facility, freight prepaid within thirty (30) days of receipt of the RMA, with a written statement describing the Defect. Extreme shall only be obligated under its warranty for Extreme Products with Defects which are reproducible by Extreme in the execution environment. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the warranty program or support plan purchased for such Extreme Product. Extreme may refuse any Extreme Product not accompanied by an RMA and such refused shipments will be returned to Purchaser freight collect. Purchaser retains sole responsibility for risk of loss or damage to Extreme Products during shipment to and from Extreme hereunder. Replacement products will be warranted for the remaining warranty period of the original Product.

6.3. Disclaimer of Warranties

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND EXTREME AND ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING PRODUCTS, EXCEPT TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MECHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING PROVISIONS, EXTREME MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

7. Maintenance

Purchaser may obtain maintenance and support services for Extreme Products by contacting Extreme for the appropriate maintenance agreement, subject to the terms thereof. Such terms and conditions are as further described in Extreme's terms of support published here: http://www.extremenetworks.com/company/legal/terms-of-support/. Extreme may, in its sole discretion, impose additional charges for updates and new versions of Extreme Products that encompass features or functions not performed by the Extreme Products as originally sold to Purchaser. Maintenance and support services for Extreme Products will be provided to Purchaser in accordance with the terms and conditions associated with such service. Extreme will not provide any maintenance or support services for Third Party Products. Maintenance and/or support services may be provided by Third Party subject to any applicable Third Party terms and conditions.

8. Limitation of Liability

IN NO EVENT WILL EXTREME BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXTREME'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE TOTAL PAYMENTS TO EXTREME UNDER THIS AGREEMENT FOR THE RELEVANT PRODUCTS. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS MAY NOT APPLY TO PURCHASER.

9. Confidential Information

Purchaser agrees to exercise at least the same degree of care to safeguard the confidentiality of the Products and any other confidential information of Extreme as Purchaser would exercise to safeguard the confidentiality of Purchaser's confidential information, but not less than reasonable care. Purchaser agrees not to (i) disclose to any third party any confidential information of Extreme; (ii) reproduce the Products or any portion thereof in any form or medium, or (iii) use the Products or other confidential information of Extreme for any purpose not specified in this Agreement. Purchaser warrants that all persons having access to the Products or other confidential information of Extreme under this Agreement will abide by the obligations set forth in this Section 9. Purchaser agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Products, its containers or Documentation. Purchaser agrees to comply with all legends that appear on or in the Products.

10. Term and Termination

The term of this Agreement shall continue unless terminated in accordance with this Section. Extreme may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Purchaser; or (ii) any material default by Purchaser of this Agreement not cured within thirty (30) days after Purchaser receives written notice thereof.

11. Export Control

In exercising its rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products by the US and any country or organization or nations within whose jurisdiction Purchaser operates or does business.

12. Government Rights

If Products are being acquired by the U.S. Government, the Software and related Documentation is commercial computer software and commercial computer software documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors.

13. General Provisions

Purchaser shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Extreme. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral.

AMENDMENT TO
AGREEMENT FOR MAINTENANCE, SOFTWARE/HARDWARE, PURCHASE AND SERVICES

This Amendment (the "Amendment") is effective as of the last date of signature below ("Amendment Effective Date"), and amends the terms of the Agreement for Maintenance, Software/Hardware, Purchase and Services, UMCSN Contract ID 325825, dated May 11, 2016, by and between Extreme Networks, Inc., a Delaware corporation ("Contractor" or "Extreme"), with offices located at 6480 Via Del Oro, San Jose, CA 95119, and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (the "Hospital"). Extreme and Hospital are sometimes individually referred to in this Amendment as a "Party" and, collectively, as the "Parties." Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Agreement.

WHEREAS, Hospital and Extreme desire to modify the Agreement to extend the term of the Agreement and update terms regarding professional services; and

NOW, THEREFORE, for each Party's promises and covenants herein being a sufficient consideration, the Parties hereby agree as follows:

1. The term of the Agreement, set forth in Section 1 ("Term") is hereby extended for a period of five (5) years, beginning on May 10th, 2021, the last day of the initial term of the Agreement.

2. The information contained on the cover page of the Agreement regarding Contractor Account Executive Zach Beecher is deleted in its entirety and replaced with the following Contractor Account Executive information:

   Justin Strong
   Senior Account Executive – Extreme
   jstrong@extremenetworks.com
   Mobile: 801-703-3614

3. The first two paragraphs of Section C ("Professional Services") of Exhibit A ("Scope of Work") are deleted in their entirety and replaced with the following:

   "Professional Services: Contractor agrees to provide Hospital with Professional Services, in regards to special projects, upgrades, modifications, training and installation. Services are measured by Extreme Service Units ("ESU") at the rate of $2,000 per each Onsite ESU and $1,440 per each Remote ESU. By purchasing ESUs, Hospital gains access to Contractor's entire portfolio of professional services and training offered for up to one (1) year from date of purchase.

   Onsite ESU Description:
   - Onsite Engineer support equals 1 ESU for every 8 hours of onsite work**.
   - Onsite Project Manager support equals 1 ESU for every 8 hours of onsite work**.
   - One open enrollment training session per unit.
   - Customized training course delivered at your location or at a corporate location at a custom price.

   Remote ESU Description:
   - Remote Engineer support equals 1 ESU for every 8 hours of remote support.
   - Remote Project Manager support equals 1 ESU for every 8 hours of remote support."

The remainder of Section C ("Professional Services") of Exhibit A ("Scope of Work") is unchanged.

4. Except as expressly amended herein, all terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, agree to the terms set forth in this Amendment as of the Amendment Effective Date.

University Medical Center of Southern Nevada

By: _____

Name: Mason Van Houweling

Title: CEO

Date:

Extreme Networks, Inc.

By: _____

Name:

Title:

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: 5

Corporate/Business Entity Name:	Extreme Networks, Inc.		
(Include d.b.a., if applicable)			
Street Address:	6480 Via del Oro	**Website:**	www.extremenetworks.com
City, State and Zip Code:	San Jose, CA 95119	**POC Name:**	Justin Strong
		Email:	jstrong@extremenetworks.com
Telephone No:	801-703-3614	**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)
Edward B. Meyercord	President and CEO; Board of Directors Member	
Katayoun Motiey	Chief Administrative Officer and Sustainability Officer	
Remi Thomas	Chief Financial Officer	
Joe Vitalone	Chief Revenue Officer	
Ed Kenney	Board of Directors Member	
Charles Carinalli	Board of Directors Member	
Kathleen Holmgren	Board of Directors Member	
Raj Khanna	Board of Directors Member	
Ingrid Burton	Board of Directors Member	
John Shoemaker	Board of Directors Member	

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.)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:

23987154AD504E8...
Signature

Pete Doolittle
Print Name

SVP sales
Title

March 9, 2021 | 1:47:16 PM PST
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Recognize Farmer Boys Restaurants and Receive a Donation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recognize and receive a donation in the amount of $10,124.00 from the local Farmer Boys Restaurants following the company's third annual fundraiser for UMC Children's Hospital; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 7290.103
Fund Center: Restricted - Other

Fund Name: CHNV Restricted Fund
Amount: $ 10,124.00

BACKGROUND:

Acknowledge donation to UMC Children's Hospital from Farmer Boys Restaurants.

Cleared for Agenda
March 31, 2021

Agenda Item #
10

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Receive Education UMC's Information Security Program**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive training from Maria Sexton, UMC Chief Information Officer, regarding UMC's Information Technology and Information Security Programs; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Maria Sexton, Chief Information Officer, will provide training on UMC's Information Technology and Information Security Programs.

Cleared for Agenda
March 31, 2021

Agenda Item #
11

UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

UMC Governing Board Meeting
3/31/2021

IT Division Briefing

Maria Sexton

Chief Information Officer

Agenda

- General Overview of the IT Division
- COVID-19 Support
- Past 12-months
- Next 12-months
- And Beyond…
- Questions

General Overview of the IT Division

- *EHR Services*
  - Epic Business Applications Management
  - Epic Clinical Applications Management
  - Epic Environment Management/Data Courier
  - Interface Support
  - Training
- *Information Security*
  - Access Management
  - Security Operations
- *Project Management Office*
- *Information Technology*
  - Analytics and Reporting
  - Applications Support
  - Business Intelligence
  - Database Management
  - Desktop Support
  - 24x7 IT Support Center
  - Network Engineering
  - Programming
  - System Administration
  - Telecommunications
  - Web Development

General Overview of the IT Division (cont'd)

- *Microsoft Environment (Windows Operating System, SQL Databases, Exchange Email)*
- *VMWare Virtualization*
- *Extreme Network Infrastructure*
- *Cox Communications Wide Area Network Circuits*
- *Lumen Technologies (formerly CenturyLink) Land Line Phone Services*
- *T-Mobile Cellular Carrier*
- *Redundant Data Centers, On Premise and Co-location Facility*

- *Stats*
  - Number of Servers = 875
  - Number of Workstations = 5,000+
  - Number of Network User Accounts = 10,000+
  - Number of Epic Accounts = 10,200+
  - Number of Mailboxes = 4,300+
  - Calls to IT Support Center = 1,100/week
  - Service Tickets Opened = 1,244/week
  - Service Tickets Closed = 1,226/week
  - Email Received per Month = 600,000+
  - Number of Active Projects = 41
  - Amount of Managed Data = 750 TB

COVID-19 Support

- *Testing*
  - Designed, Installed and Support Technology for COVID-19 Testing Facilities at Las Vegas Convention Center, Orleans Parking Garage, Texas Station Parking Garage, Thomas & Mack Parking Garage, Thomas & Mack Arena, Cashman Center, and Stan Fulton Bldg. at UNLV
  - Built Online Registration Portals for the Public and Corporate Partners to Schedule COVID-19 Testing in both English and Spanish
  - Designed Validation System to Ensure Authorized Affiliates of Corporate Partners' Schedule COVID-19 Testing
  - Built Epic Open Scheduling to Allow Individuals to Self-register for COVID-19 Testing
  - Built Epic Workflows for COVID-19 Testing of the Public and the Employees of Corporate Partners
  - Built Epic Workflows for COVID-19 Pre-employment Testing of Prospective Employees of Corporate Partners
  - Implemented Experian Precise ID to Expedite Epic MyChart Access Activation
  - Developed and Automated Delivery of Testing Results to Corporate Partners
  - Implemented Results Texting Capability, Positives and Negatives in both English and Spanish
- *Vaccines*
  - Built Online Registration Portal for COVID-19 Vaccines
  - Built Epic Open Scheduling to Allow Individuals to Self-register for COVID-19 Vaccine
  - Installed and Support UMC Technology at Encore Vaccine Clinic
  - Built "Silent Scheduling" to Support Automated Scheduling of Second Vaccine Dose
- *Built Workflow for Infusion Therapy Clinic*
- *Built Workflow for COVID-19 Recovery Clinic*
- *Built (25) Surge Departments in Epic, Total of 100 Rooms and 750 Beds*
- *Implemented Telemedicine to Support COVID-19 Assessments of Patients and UMC Employees*

Past 12-months

- *Epic Phoenix Transplant System*
- *Enhanced Secure Email System with Robust Phishing, Impersonation and Malware Defenses*
- *Identity and Access Management System to Improve Employee Onboarding, Transfer and Offboarding*
- *3M 360 Encompass for Computer-assisted Coding and Clinical Documentation Improvement*
- *Bottomline for Electronic Forms Management and Electronic Signature Capture for Patients*
- *Thermal Scanners for Temp Screening at Clinics*
- *Philips C-arm TAVR for Cardiology*
- *Physician Dictation on Mobile Devices with Haiku/Canto*
- *Lippincott Evidence Based Patient Care Procedures and Best Practices*
- *Beacon Lite/Intellidose for Oncology*
- *BD IV Prep for Pharmacy Medication Dispensing*

Next 12-months

- *Upgraded and Expanded Wide Area Network Circuits, and Improved Resiliency*
- *Data Network Equipment Refresh*
- *New Philips Monitors Throughout the Hospital*
- *Remodel of 7th Floor Perinatal Unit and NICU*
- *Epic Beaker Lab System*
- *Epic Cosmos Data Mining for Treatment effectiveness*
- *Quick Care Wait Time/Place in Line Texting*
- *Enterprise Staff Scheduling Including Mobile App*
- *iPayables for Efficient Accounts Payable Processing*
- *Redesigned UMCSN.COM and CHNV.ORG Web Sites*
- *OnBase Document Management System*

And Beyond…

- *Virtualized Workstations to Support "Work from Anywhere"*
- *Increased Utilization of Cloud Hosted and SaaS (Software as a Service) Solutions*
- *Transition to Subscription-based Services to Respond to Shifting Organizational Objectives*
- *Continued Investment in Epic Technology and Processes*
- *Expanded Information Security Program to Address Growing Threats*
- *Enhanced Data Analytics and Reporting*
- *Efficient and Cost Effective Data Management and Archiving*
- *Telemedicine Program Expansion*
- *Improved MyChart Patient Portal and Increased Adoption*

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Governing Board 2021 Action Plan**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2021 Action Plan, to include a presentation from Dawn Babilonia, UNLV Healthcare Administration Intern, regarding UMC's Employee Engagement Survey; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Review and discuss the Governing Board Action Plan for 2021 to include a presentation from UNLV Healthcare Administration Intern, Dawn Babilonia, regarding UMC's employee engagement survey.

Cleared for Agenda
March 31, 2021

Agenda Item #
12

2021 Employee Engagement Survey

UMC
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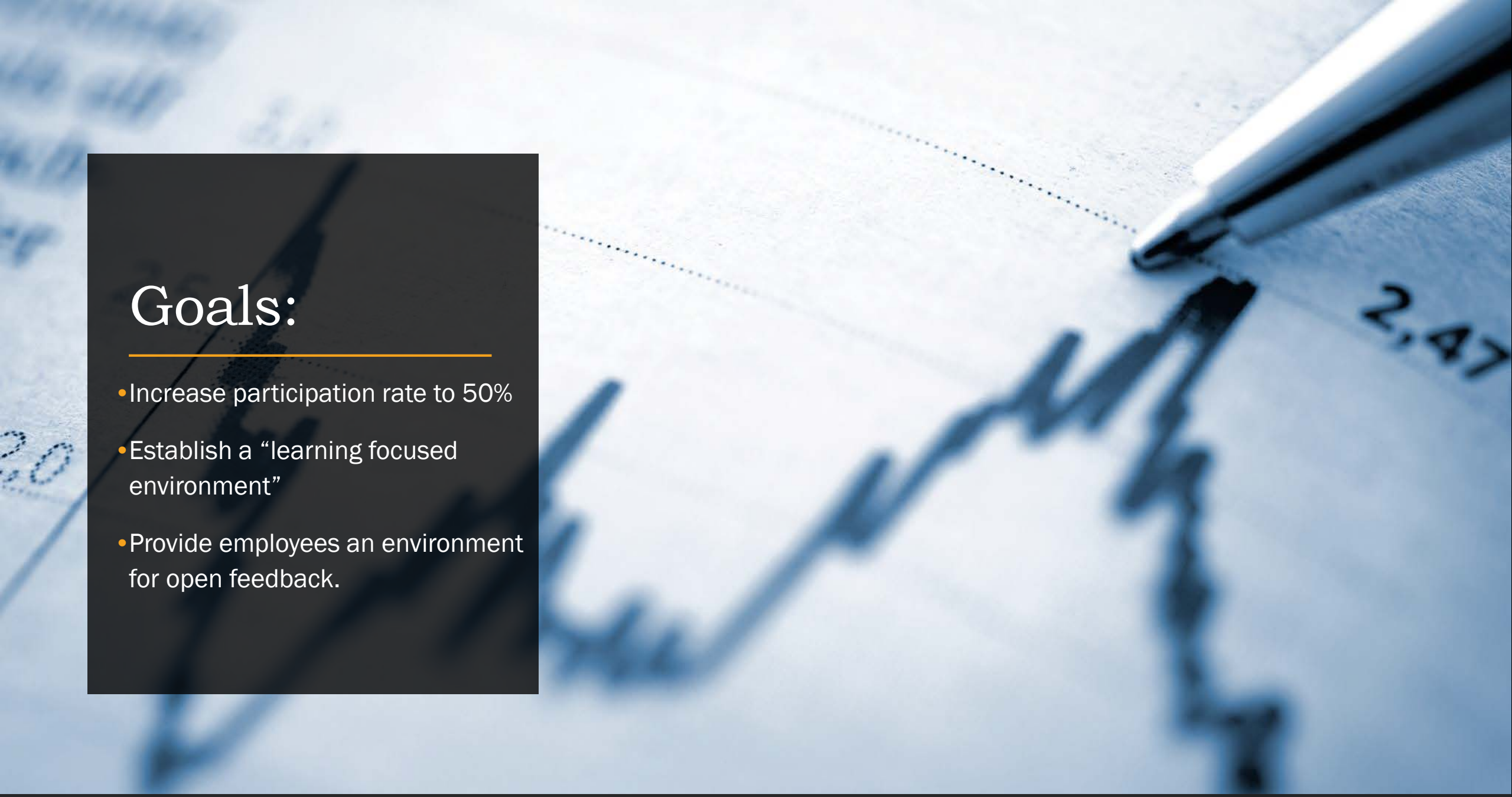
Survey Design:

- Press-Ganey
- Confidential
- Includes Safety, COVID-19 Crisis and UMC-Specific Questions
- Approximate time of completion 20 minutes
- Will run from April 5 – 30, 2021



Goals:

- Increase participation rate to 50%
- Establish a “learning focused environment”
- Provide employees an environment for open feedback.

MARKETING:

THE PULSE, INTRANET, AND DIGITALS THROUGHOUT THE HOSPITAL

QR CODES & EMAIL LINK

EXTRA LAPTOPS AVAILABLE FOR USE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March 24, 2021 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
March 31, 2021

Agenda Item #
13

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for February FY21 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the monthly financial report for February FY21; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on February FY 21 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
March 31, 2021

Agenda Item #
14

UNIVERSITY MEDICAL CENTER

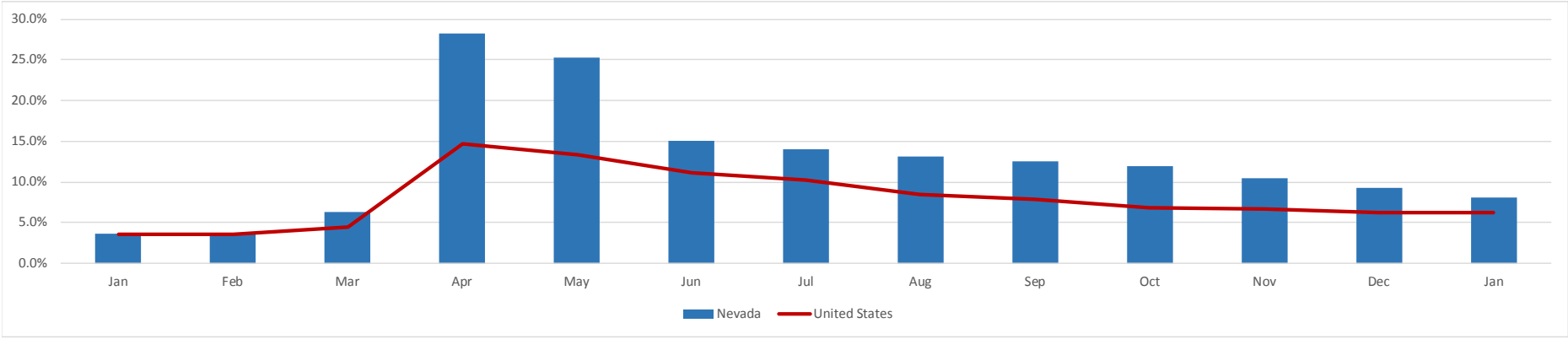
February 2021 Financials

KEY INDICATORS – FEB

Current Month	Actual	Budget	% Variance	Prior Year	Variance	% Variance
APDs	14,884	10,137	46.83%	15,322	(438)	(2.86%)
Total Admissions	1,452	1,273	14.06%	1,736	(284)	(16.36%)
Observation Cases	1,041	1,217	(14.46%)	1,217	(176)	(14.46%)
AADC	532	362	46.83%	528	4	0.68%
ALOS (Admits)	6.99	5.65	23.84%	5.71	1.28	22.47%
ALOS (Obs)	1.42	1.37	3.66%	1.37	0.05	3.66%
Hospital CMI	2.15	1.88	14.19%	1.77	0.38	21.29%
Medicare CMI	2.11	1.81	16.67%	1.82	0.29	16.03%
IP Surgery Cases	676	429	57.58%	729	(53)	(7.27%)
OP Surgery Cases	534	65	721.54%	478	56	11.72%
Transplants	11	4	175.00%	4	7	175.00%
Total ER Visits	6,890	4,523	52.33%	9,480	(2,590)	(27.32%)
ED to Admission	8.21%	-	-	7.16%	1.05%	-
ED to Observation	14.18%	-	-	12.22%	1.96%	-
ED to Adm/Obs	22.39%	-	-	19.38%	3.02%	-
Quick Cares	10,323	7,893	30.79%	17,809	(7,486)	(42.03%)
Primary Care	5,192	1,948	166.53%	5,728	(536)	(9.36%)
Deliveries	94	95	(1.05%)	119	(25)	(21.01%)

UNEMPLOYMENT RATE TREND

State	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
United States	3.6%	3.5%	4.4%	14.7%	13.3%	11.1%	10.2%	8.4%	7.9%	6.9%	6.7%	6.3%	6.2%
Hawaii	2.7%	2.7%	2.6%	22.3%	23.5%	13.9%	13.1%	12.5%	15.1%	14.3%	10.4%	9.3%	10.2%
Nevada	3.6%	3.6%	6.3%	28.3%	25.3%	15.0%	14.0%	13.2%	12.6%	12.0%	10.4%	9.2%	8.1%
Rhode Island	3.1%	2.5%	4.6%	17.0%	16.4%	12.4%	11.2%	12.8%	10.5%	7.0%	7.3%	8.1%	7.2%
Michigan	3.8%	3.1%	4.1%	22.7%	21.3%	14.8%	8.7%	8.7%	8.5%	5.5%	7.0%	7.5%	5.7%
Indiana	3.1%	2.8%	3.2%	16.9%	12.3%	11.2%	7.8%	6.4%	6.2%	5.0%	5.1%	4.3%	4.2%
Nebraska	3.9%	3.6%	4.2%	8.2%	5.3%	6.7%	4.8%	4.0%	3.5%	3.0%	3.0%	3.0%	3.2%
Vermont	2.4%	2.6%	3.2%	15.6%	12.8%	9.4%	8.3%	4.8%	4.2%	3.2%	3.0%	3.1%	3.2%
Iowa	2.8%	3.1%	3.7%	10.2%	10.2%	8.0%	6.6%	6.0%	4.7%	3.6%	3.8%	3.1%	3.5%
South Dakota	3.4%	3.4%	3.3%	10.2%	9.4%	7.2%	6.3%	4.8%	4.1%	3.6%	3.5%	3.0%	3.1%
Utah	2.5%	3.4%	3.6%	9.7%	8.6%	5.1%	4.5%	4.1%	5.0%	4.1%	4.3%	3.6%	3.1%



SUMMARY INCOME STATEMENT - FEB

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	$56,863,495	$39,019,190	45.73% ↑	$52,884,181	$3,979,313	7.52% ↑
Net Patient Revenue as a % of Gross	19.18%	18.18%	-	18.71%	0.48%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$58,533,951	$56,969,238	(2.75%) ↓	$54,358,634	($4,175,317)	(7.68%) ↓

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	($1,670,457)	($17,950,049)	90.69% ↑	($1,474,453)	($196,004)	(13.29%) ↓
Add back: Depr & Amort.	$2,046,825	$2,179,280	6.08% ↑	$1,833,639	($213,186)	(11.63%) ↓
Tot Inc from Ops plus Depr & Amort.	**$376,368**	**($15,770,769)**	**102.39%** ↑	**$359,186**	**$17,182**	**4.78%** ↑

SUMMARY INCOME STATEMENT - YTD FEB

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	$502,904,165	$312,024,886	61.17% ↑	$446,039,596	$56,864,569	12.75% ↑
Net Patient Revenue as a % of Gross	19.11%	16.47%	-	18.09%	1.03%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$540,406,549	$474,110,476	(13.98%) ↓	$454,171,145	($86,235,405)	(18.99%) ↓

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	($37,502,384)	($162,085,590)	76.86% ↑	($8,131,549)	($29,370,835)	(361.20%) ↓
Add back: Depr & Amort.	$15,610,529	$16,774,041	6.94% ↑	$14,836,065	($774,464)	(5.22%) ↓
Tot Inc from Ops plus Depr & Amort.	**($21,891,856)**	**($145,311,549)**	**84.93%** ↑	**$6,704,516**	**($28,596,371)**	**(426.52%)** ↓

SALARY & BENEFIT EXPENSE - FEB

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Salaries	$20,694,679	$22,499,089	8.02%	$21,904,891	$1,210,213	5.52%
Benefits	$9,833,033	$11,028,967	10.84%	$10,526,667	$693,634	6.59%
Overtime	$1,363,217	$787,476	(73.11%)	$695,632	($667,585)	(95.97%)
Contract Labor	$1,796,042	$269,456	(566.54%)	$218,927	($1,577,115)	(720.38%)
TOTAL	**$33,686,970**	**$34,584,988**	**2.60%**	**$33,346,118**	**($340,852)**	**(1.02%)**

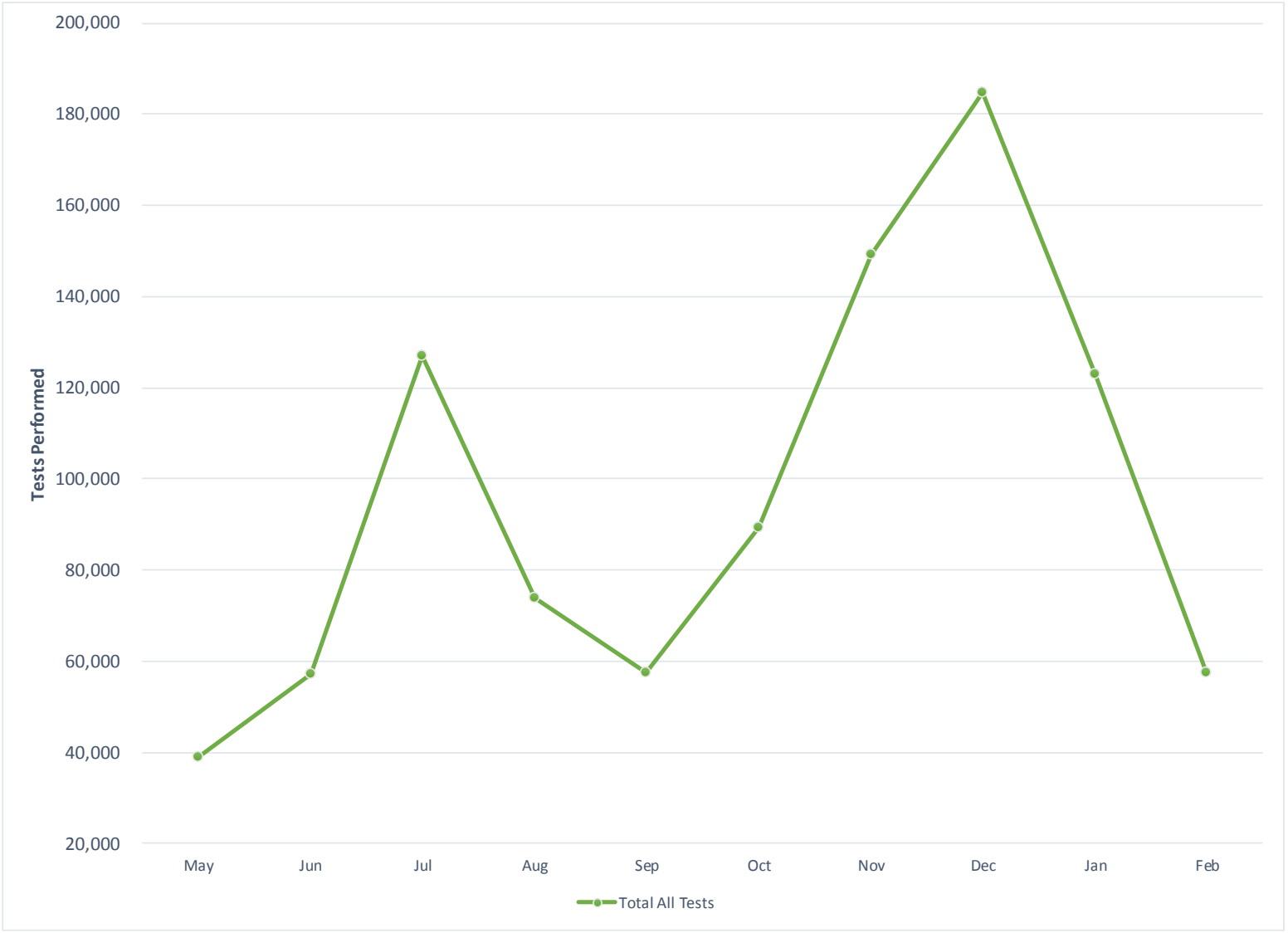
EXPENSES - FEB

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Professional Fees	$3,505,740	$3,495,801	(0.28%)	$3,647,187	$141,447	3.88%
Supplies	$11,035,470	$8,219,281	(34.26%)	$7,910,554	($3,124,916)	(39.50%)
Purchased Services	$5,722,853	$5,605,992	(2.08%)	$5,468,094	($254,760)	(4.66%)
Depreciation & Amortization	$2,046,825	$2,179,280	6.08%	$1,833,639	($213,186)	(11.63%)
Repairs & Maintenance	$645,206	$651,077	0.90%	$368,170	($277,036)	(75.25%)
Utilities	$287,549	$289,998	0.84%	$242,719	($44,830)	(18.47%)
Other Expenses	$1,236,872	$1,266,833	2.37%	$1,230,332	($6,540)	(0.53%)
Rental/Leases	$366,467	$675,988	45.79%	$311,822	($54,646)	(17.52%)
Total Other Expenses	**$24,846,981**	**$22,384,250**	**(11.00%)**	**$21,012,516**	**($3,834,465)**	**(18.25%)**

COVID EXPENSES

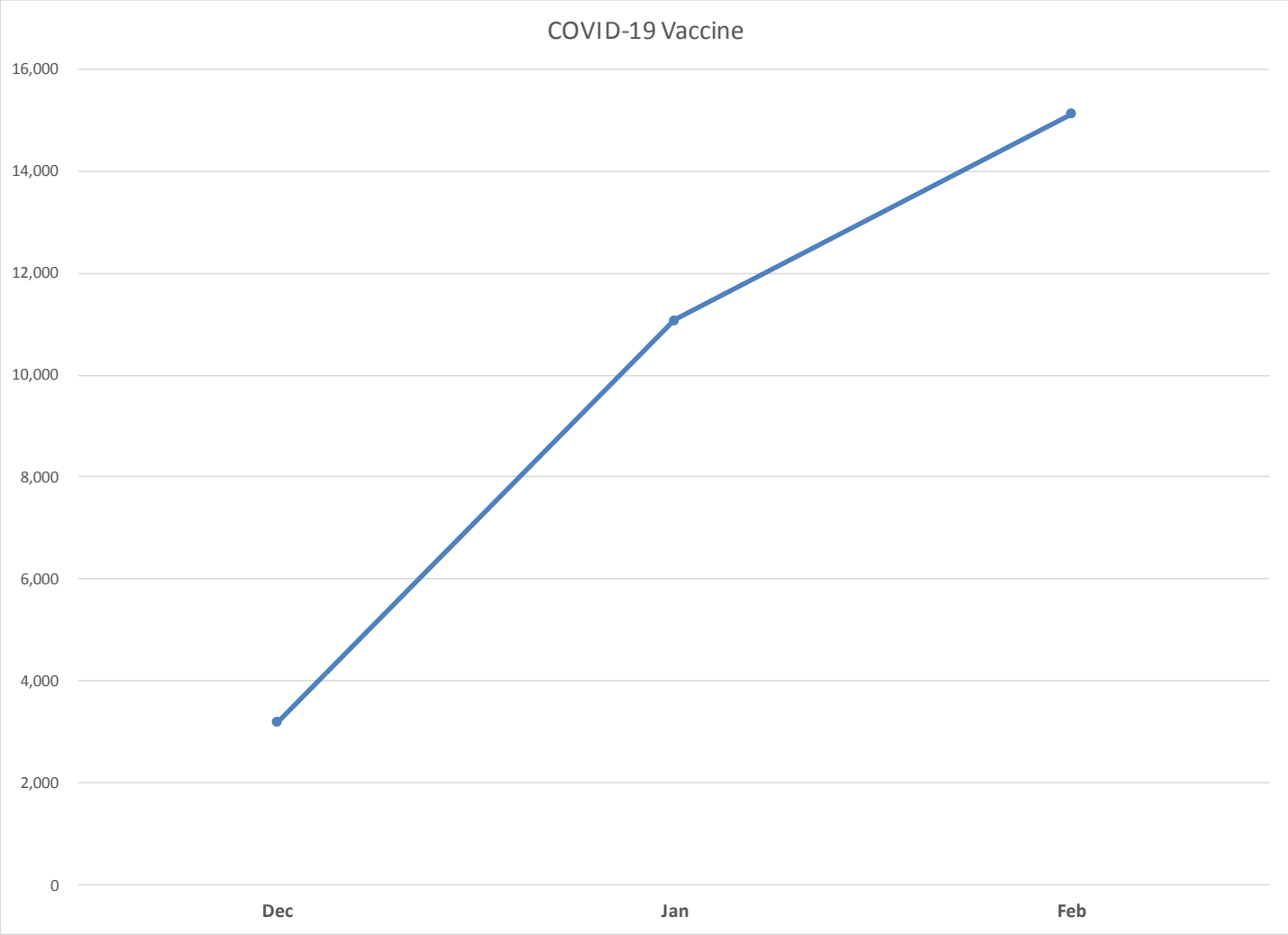
	YTD FY20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	YTD FY21
Salaries	**$7,030,841**	$2,692,796	$2,230,014	$1,578,500	$1,450,899	$2,147,836	$2,485,473	$1,428,035	$1,611,169	**$15,624,723**
Benefits	**$206,943**	$94,906	$134,774	$87,691	$140,298	$195,833	$288,559	$295,434	$142,239	**$1,379,732**
Overtime	**$642,975**	$652,041	$270,127	$42,389	$74,287	$144,293	$530,451	$698,087	$305,561	**$2,717,236**
Contract Labor	**$0**	$0	$12,131	$537,234	$117,635	$18,544	($83,737)	$586,917	($104,497)	**$1,084,225**
SWB	**$7,880,759**	**$3,439,744**	**$2,647,045**	**$2,245,814**	**$1,783,119**	**$2,506,505**	**$3,220,745**	**$3,008,472**	**$1,954,472**	**$20,805,916**
Professional Fees	**$976**	$0	$5,065	$800	$295	($295)	$0	$25,969	($23,062)	**$8,772**
Supplies	**$19,419,168**	$12,833,468	$8,747,239	$7,561,116	$7,509,937	$6,137,211	$7,280,343	$6,303,598	$2,617,407	**$58,990,319**
Purchased Services	**$687,313**	$304,555	$334,323	$1,044,552	$237,701	$182,567	$413,521	$239,017	$296,926	**$3,053,162**
Depreciation & Amortization	**$50**	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
Repairs & Maintenance	**$55,196**	$119,449	$0	$276	$0	$9,705	$4,305	$27,587	$6,879	**$168,202**
Utilities	**$750**	$0	$0	$765	$0	$0	$0	$0	$0	**$765**
Other Expenses	**$4,906**	$110	$3,566	$9,401	$14,284	$334	$20,148	$124,585	($3,722)	**$168,707**
Rental/Leases	**$73,458**	$16,200	$22,433	$25,954	$40,054	$16,944	$39,398	$87,941	$75,983	**$324,907**
Subtotal Other Expenses	**$20,241,819**	**$13,273,782**	**$9,112,626**	**$8,642,864**	**$7,802,272**	**$6,346,467**	**$7,757,714**	**$6,808,698**	**$2,970,412**	**$62,714,834**
Total COVID Expenses	**$28,122,577**	**$16,713,526**	**$11,759,671**	**$10,888,677**	**$9,585,390**	**$8,852,971**	**$10,978,460**	**$9,817,170**	**$4,924,884**	**$83,520,749**

COVID-19 TESTING VOLUME - FEB



COVID-19 Tests	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Total Tests	38,792	57,171	127,031	73,910	57,351	89,445	149,190	184,617	123,088	57,611	958,206

COVID-19 VACCINE VOLUME - FEB



	Dec	Jan	Feb
COVID-19 Vaccine	3,194	11,075	15,131

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UNLV School of Medicine Dean's Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
March 31, 2021

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update from Tony Marinello, Chief Operating Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
March 31, 2021

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UMC
UNIVERSITY MEDICAL CENTER

CEO Update
March 2021

CEO Update

- 2020 Employee of the Year- Michael Snee
- Joint Commission Preparation
- Visiting Hours extended - 8:00 am to 8:00 pm
- Vaccination Update
  - First Johnson & Johnson's Janssen vaccine given Friday 3/26
  - 45, 948 total vaccinations as of 3/30/21
  - Vaccinating inpatients with Janssen coming soon
- Phase II Cath Lab inspection complete – anticipate opening mid-April
- UMC Express Care @ LAS Opening Summer
- UMC Primary Care @ Wellness opened 18 March
- Clinic Refreshes at Nellis and Peccole
- Employee Survey Starts April 5th
- Re-opening of CBA Article 14 (COLA)
- NICVIEW by natus

NICVIEW by natus

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
March 31, 2021

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