Audit and Finance Committee Meeting

ProVidence Suite

Conference Dial-in Number: (844)740-1264 Participant Access Code: 1337219946

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
July 22, 2020 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

Pursuant to the Governor's Emergency Directive on Public Meetings, this meeting will not be open to the public.

This will be a telephonic meeting. You may access the meeting by dialing 844-740-1264 and pass code 1337219946.

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

If you wish to comment on an item marked "For Possible Action" appearing on this agenda, you may send an e-mail to publiccomment@umcsn.com. Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of the meeting.

- 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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of June 17, 2020. *(For possible action).*

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

SECTION 2: CONSENT ITEMS

4. Review and recommend for ratification by the Governing Board the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Isolation Gowns; and take action as deemed appropriate. *(For possible action)*

5. Review and recommend for ratification by the Governing Board the Emergency Purchase Order with Indiana Safety Company, Inc. for COVID-19 N95 masks; and take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

6. Receive the preliminary monthly financial report for June FY20; and direct staff accordingly. *(For possible action)*

7. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

8. Review and recommend for ratification by the Governing Board the Amendment No. 9 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network; and take action as deemed appropriate. *(For possible action)*

9. Review and recommend for ratification by the Governing Board the Amendment Number Twelve to Hospital Services Agreement with Cigna Health and Life Insurance Company; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for ratification by the Governing Board the Amendment Number Four to Participating Provider Agreement with SilverSummit Healthplan, Inc.; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for ratification by the Governing Board the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Professional Services Agreement for Neurology and Stroke Neurology On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Governing Board the Amendment Three to Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions; authorize the Chief Executive Officer to exercise any extension options within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Governing Board Amendment Two and the Statement of Work between Press Ganey Strategic Workforce Solutions and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Governing Board the Change Order to the Resuscitation Quality Improvement Program Master Agreement between RQI Partners LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options and approve future orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

16. Review and recommend for approval by the Governing Board the Amendment 1 between Terminix Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

17. Discuss CEO annual FY20 incentive compensation performance standards as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee and discuss CEO annual FY21 goals and objectives; and take action as deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

THE COMMITTEE 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 Audit and Finance Committee Meeting
June 17, 2020

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:02 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen (via phone)
Jeff Ellis (via phone)
Harry Hagerty (via phone)
Mary Lynn Palenik (via phone)
Christian Haase (via phone)
Dr. Donald Mackay

Absent:

Others Present:
Mason VanHouweling, Chief Executive Officer (via phone)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Douglas Metzger, Controller
Lonnie Richardson, Chief Information Officer
Susan Pitz, General Counsel
Jacqueline Saites, Director, Contracts and Materials Management
Emelia Allen, Attorney
Stephanie Ceccarelli, Administrative Assistant

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on May 20, 2020. *(For possible action)*

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

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

Chair Caspersen requested Items 6 and 7 be removed from the Agenda.

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial report for May FY20; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- May FY20

DISCUSSION: Jennifer Wakem, Chief Financial Officer presented the financials for May 2020.

Key indicators showed total admissions were below budget 33% and the hospital case mix index was below budget 14%. Inpatient surgeries were down 38% and out-patient surgery cases were down 42%. While ER visits looked better than prior month, they were down from budget 32%, with the most significant drop being in the adult ER. The ED to admission conversion rate remains strong at 23%. Quick cares and primary cares were both down 45%.

Stats trended were compared to the 12-month average. There was relative improvement when compared to prior month. Though admissions were below budget, there was improvement over prior month with a rebound in volumes. Adjusted Average Daily Census jumped over prior month from 391 in April to 418 in May. Out-patient surgeries were up by 173 cases over prior month. ED conversion rate has improved 23%, indicating an increase of patients requiring hospital services. Quick cares ran 9,500 visits during the month and primary cares increased visits 475 over prior month.

Mr. Marinello added that our elective out-patient surgeries are at 100% as of June 4th. Trending to date, we have had 302 elective cases and pushing toward an average of 530 cases.

Payor mix by admits trended showed an increase in commercial of 1.5% above the 12-month average. Medicare dropped 1.3% and self-pay was down 1.4%

Net patient revenue was down almost 31%, which was primarily driven by volume. Other revenue was significantly over budget, which is a reflection of

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the Cares Act and 340B revenue that was received. Operating expenses were $3.8 million below budget.

The income statement shows that we are $20 million below budget year to date.

Salaries, wages and benefits, as a percent of total revenue, was in the green at 60.5%. Candidate for billing was good at 5.8 days. Days cash on hand is showing strong at 4.5 months. The Business Office missed their cash collection goal due to a moratorium on collecting bad debt. Medicaid also slowed paying claims due to black-out period.

Other expenses exceeded budget by $5 million. COVID-19 related supplies were the main driver, as well as replenishing supplies for 340B program.

Chair Caspersen asked how many months of supplies are on hand and available for testing. Mr. Marinello replied that we have 2 months of testing supplies on hand, which is good through July and August.

Discussion continued with a review of the MCO payment program, which officially stopped in December. The directed payment program, which is one of the CEO goals for FY 20, is to replace the MCO program. The UPL quarterly payments are behind due to a black-out period with Medicaid. This should be paid out in July.

Ms. Wakem introduced a new slide which highlighted the re-forecasted projection for FY 20. She stated that the slide would be revised as Cares money is received.

Next, a new projected cash flow was presented, which shows FY 20 along with the quarterly projection of FY 2021. The Committee will be updated on the report monthly.

Mr. Ellis asked if the changes that occur due to the workforce reductions also be included in the projection moving forward.

Lastly, Chair Caspersen asked about the $31 million purchase of property and equipment forecasted for June 21. Ms. Wakem responded that the County is going to share a portion of the Cares funding they will receive.

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None submitted

DISCUSSION: Ms. Wakem updated the Committee on workforce reductions and the Voluntary Separation Program that was offered to employees. Applications to the program must be submitted by June 30, 2020. There has been a positive response, with approximately 200 applications received to

date. More information will be provided in subsequent meetings to the Committee.

The Committee was also briefed on workforce changes, cost savings opportunities, progress in the directed payment program and Cares Act monies received year to date.

FINAL ACTION TAKEN: None taken

ITEM NO. 6 ITEM REMOVED

DOCUMENTS SUBMITTED:

FINAL ACTION TAKEN: none

ITEM NO. 7 ITEM REMOVED

DOCUMENTS SUBMITTED:

FINAL ACTION TAKEN: none

ITEM NO. 8 Review and recommend for approval by the Governing Board the Provider Agreement between Board of Regents College of Southern Nevada and University Medical Center of Southern Nevada for dental services to Ryan White participants; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Dental Ryan White Provider Agreement
- Disclosure of Ownership

DISCUSSION:
Jacqueline Saites, Director of Contracts Management, explains that this is a 2-year agreement for dental services for Ryan White patients. It is 100% grant funded, not to exceed $125k annually. We are recognizing a savings of approximately $75k annually.

FINAL ACTION TAKEN: A motion was made by Member Palenik to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Provider Agreement between Michelle Lisoskie, MD and University Medical Center of Southern Nevada for psychiatry services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Michelle Lisoskie, MD Provider Agreement
- Disclosure of Ownership

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DISCUSSION:
This this is an agreement for Psychiatry Services, not to exceed $120k annually. It is 100% Ryan White grant funded. Ms. Saites noted that the cost increase is due to increased physician availability which allows more cases to be scheduled.

FINAL ACTION TAKEN: A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for award by the Governing Board Bid No. 2020-03, Trauma 2nd Floor Waste Water Replacement Project to P.J. Becker and Sons Construction, LLC, the lowest responsive and responsible bidder; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- UMCSN – Invitation to Bid
- Notice of Intent to Award
- Notice of Required Documents Pre-Award
- Letter of Award
- PJ Becker Disclosure of Ownership

DISCUSSION:
This is a public works bid for replacement of cast iron piping with PVC piping for waste and other plumbing. Mr. Marinello added that this is a continuation of the work done in the Trauma ICU area.

Ms. Caspersen asked if the construction would impact operations. Mr. Marinello explained that construction work areas can be isolated section by section and would not impact operations or patient areas.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Governing Board to approve the award of bid. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for award by the Governing Board RFP No. 2020-09 Underpayment Recovery Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Underpayment Recovery Services Agreement

DISCUSSION:
This is a RFP award allowing the vendor to review and do an assessment accounts deemed paid and pursue any lost opportunities for additional revenue. This is a 3-year contract for our domestic accounts.

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Ms. Wakem added that this is industry standard and the fee is based on contingency.

Mr. Hagerty asked how much could be recovered. Ms. Wakem stated that, though it would be difficult to determine an amount, she anticipates approximately $2 million annually.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Governing Board to approve the award and agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Governing Board the Professional Services Agreement for Emergency Medicine Clinical Services with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Sound Physicians Emergency Medicine of Nevada Services Agreement

DISCUSSION:
Ms. Saites explained that this agreement for emergency medicine services will include a Medical Director for adult and pediatrics. It is potentially a 5-year agreement. In addition to supplying services for adults, pediatrics and trauma, it will also support resident and staff training and CME for med staff, as well as emergency prep participation. This contract is forecasted to save 500k annually.

FINAL ACTION TAKEN: A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 13 Review and recommend for award by the Governing Board RFI No. 2020-14 Oral and Maxillofacial Surgery Services to various physicians; approve the Professional Services Agreements for Individuals and Groups; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Canyon Oral and Facial Surgery Professional Services Agreement
- Jeff Moxley, DDS Professional Services Agreement
- Oral and Maxillofacial Surgery Associates of Nevada Services Agreement

DISCUSSION:

This agreement is for on-call oral and maxillofacial surgery services for inpatient and outpatient emergency surgery and trauma. The cost savings is estimated at over $47k annually per provider.

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FINAL ACTION TAKEN: A motion was made by Member Haase to approve and make a recommendation to the Governing Board to award and approve the agreements. Motion carried by unanimous vote.

ITEM NO. 14 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Supply Agreement for COVID-19 Related Products between Life Technologies Corporation and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Life Technologies Corporation Supply Agreement for COVID-19 Products

DISCUSSION:

Mr. Marinello explained that this agreement is a 1-year contract for COVID-19 testing supplies. The maximum spend for this agreement is $55 million with a 6-month early out clause. This provides guaranteed supplies which allows for continued COVID testing.

Ms. Caspersen asked if there could be a shift or change in the type of testing that will be provided during the life of the agreement. Mr. Marinello explains that the testing lab would be able to consolidate testing onto one panel which, would be a cost savings.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Board of Hospital Trustees to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 15 Review and recommend for ratification by the Governing Board the Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Purchase Order
- Rapid Service Desk Activation Agreement
- BlueTree Network Disclosure of Ownership

DISCUSSION:

This is a ratification due to COVID-19. This is a service help desk agreement designed to assist patients in using My Chart, which is the mechanism that they would receive test results. Variable fees are based on volume need.

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Member Hagerty voiced concern regarding operational procedures during registration at the testing locations. Mr. Richardson stated that this may be an education issue with the workflow and the matter will be looked into.

FINAL ACTION TAKEN: A motion was made by Member Ellis to ratify and make a recommendation to the Governing Board to ratify the agreement as presented. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 16 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

None

COMMENTS BY THE GENERAL PUBLIC: None

At this time, Chair Caspersen asked if there were any persons present in the audience wishing to be heard on any items not listed on the posted agenda.

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 2:55 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue:	**Emergency Purchase Order for Isolation Gowns with Florida Import Experts, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Isolation Gowns; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000991100
Funded Pgm/Grant: N/A
Description: COVID-19 Isolation Gowns
Bid/RFP/CBE: NRS 332.112(2), 332.115 (3), NRS 332.115 (4)
Term: Direct Purchase
Amount: $2,750,000.00
Out Clause: None

BACKGROUND:

This request is for ratification of UMC's emergency purchase order with Florida Import Experts, Inc. for isolation gowns totaling $2,750,000.00 to meet the needs of the hospital during the COVID-19 pandemic.

This emergency purchase was made pursuant to NRS 332.115(3) as a purchase of personal safety equipment used in connection with emergencies and NRS 332.115(4) as it is a purchase of goods commonly used by a hospital.

The Chief Operating Officer and Director of Contracts Management have reviewed this purchase and recommend ratification by the Governing Board.

Cleared for Agenda
July 22, 2020

Agenda Item #

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UNIVERSITY MEDICAL CENTER

PO Number: 174331
PO Date: 07/02/2020

PURCHASE ORDER MODIFIED

Vendor:
FLORIDA IMPORTS EXPERTS INC
2633 PARK LANE

HALANDALE BEACH,FL 33009
Phone: 9,1954-697-9994
JORDAN COOPER Fax:

Ship To:
MAIN RECEIVING DOCK
UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329
GLN:
Phone: 702-383-2307 Fax: 702-383-2609

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102
Phone: 702-383-2417 Fax: 702-671-6586

Terms & Conditions : This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions, please refer to "Doing Business at UMC" which is available at www.umcsn.com. Note: All invoices must be submitted with the appropriate Purchase Order referenced.

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #624749111, FOB Destination. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. Insert our PO# in recipient 2nd address field.

*** GPO AFFLIATION HEALTHTRUST MEMBER ID # K5670 ***

UNIVERSITY MEDICAL CENTER

PO Number: 174331
PO Date: 07/02/2020

PURCHASE ORDER MODIFIED

Vendor:
FLORIDA IMPORTS EXPERTS INC
2633 PARK LANE

HALANDALE BEACH,FL 33009
Phone: 9,1954-697-9994
JORDAN COOPER Fax:

Ship To:
MAIN RECEIVING DOCK
UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329
GLN:
Phone: 702-383-2307 Fax: 702-383-2609

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102
Phone: 702-383-2417 Fax: 702-671-6586

Vendor Code: 867517
PO Type:
PO Status: On Order
Customer No:

Comment:
ETA BY JULY 16 2020

QUOTE#10039

***NO AFTER HOURS OR WEEKEND DELIVERIES PLEASE UNLESS PRIOR ARRANGEMENT MADE FOR EMERGENCY DELIVERY ***

SEE FEMA GRANT TERMS AND CONDITIONS

Product sale is final subject to sample and specifications " Certified AAMI LEVEL 2" provided to UMC on 07/02/2020.

Composed By: Patricia Turner
Terms:
FOB:
Delivery Date:
Tax ID Number: Not Null

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
Item: 41845		GOWN ISOLATION AAMI LVL 2 BLUE					
1 y	GOWNS-L2 (100 EA/CS)	5,000 CA	GOWNS	3000-991100-663100		$550.00	$2,750,000.00 $0 $2,750,000.00

PO Sub Total:	**$2,750,000.00**	**Tax Total:**	**$0**	**Purchase Order Total:**	**$2,750,000.00**

Signature(s): _____ _____

MDE - Florida Import Experts

2633 Park lan Hallandale
FL 33009

Sales Order

Date	S.O. No.
7/9/2020	10047

Name / Address	Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas Nevada 89120	UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Rep	Project

Item	Description	Ordered	Rate	Amount
Gowns-L2	Disposable Protective Isolation Gown - AAMI LVL 2	500,000	5.50	2,750,000.00
	Delivery ETA 30 Days			
	Payment Terms : Net 30			

Total $2,750,000.00

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

Issue:	**Emergency Purchase Order with Indiana Safety Company, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Emergency Purchase Order with Indiana Safety Company, Inc. for COVID-19 N95 masks; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: COVID-19 Respirators
Bid/RFP/CBE: NRS 332.112(2), (3) and (4)
Term: Direct Purchase
Amount: $1,251,104.40
Out Clause: None

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

BACKGROUND:

This request is for ratification of UMC's emergency purchase order with Indiana Safety Company, Inc. for N-95 surgical masks totaling $1,251,104.40 to meet the needs of the hospital during the COVID-19 pandemic.

This emergency purchase was made pursuant to NRS 332.115(3) as a purchase of personal safety equipment used in connection with emergencies and NRS 332.115(4) as it is a purchase of goods commonly used by a hospital.

The Chief Operating Officer and Director of Contracts Management have reviewed this purchase and recommend for ratification by the Governing Board.

Cleared for Agenda
July 22, 2020

Agenda Item #
5

UNIVERSITY MEDICAL CENTER

PO Number: 174029
PO Date: 06/26/2020

PURCHASE ORDER MODIFIED

Vendor:
INDIANA SAFETY COMPANY INC
PO BOX 559
1001 NE 3RD STREET

WASHINGTON,IN 47501
Phone: 800-942-8901
Fax:

Ship To:
CENTRAL STORES
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329
GLN:
Phone: Fax:

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102
Phone: 702-383-2417 Fax: 702-671-6586

Terms & Conditions : This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions, please refer to "Doing Business at UMC" which is available at www.umcsn.com. Note: All invoices must be submitted with the appropriate Purchase Order referenced.

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #624749111, FOB Destination. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. Insert our PO# in recipient 2nd address field.

UNIVERSITY MEDICAL CENTER

PO Number: 174029
PO Date: 06/26/2020

PURCHASE ORDER MODIFIED

Vendor:
INDIANA SAFETY COMPANY INC
PO BOX 559
1001 NE 3RD STREET

WASHINGTON,IN 47501
Phone: 800-942-8901
Fax:

Ship To:
CENTRAL STORES
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329
GLN:
Phone: Fax:

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102
Phone: 702-383-2417 Fax: 702-671-6586

Vendor Code: 867523
PO Type:
PO Status: On Order
Customer No:

Comment:
Delivery : EXPECTED ETA 7 BUSINESS DAYS DATE OF PURCHASE ORDER.

Payment is conditional upon inspection and acceptance by UMC that the merchandise meets specifications on this order. Otherwise the delivery will be returned to vendor at vendor's expense and UMC will be released from any obligation.
unit price :$4.68 each

HEALTHTRUST MEMBER ID:K5670
SEE ATTACHED FEMA GRANT PROGRAM TERMS AND CONDITIONS

DOCK HOURS 5:30AM TO 3:30PM
RECIEVING DOCK ADDRESS :1800 W CHARLESTON BLVD
LAS VEGAS NV 89102

No after hour or weekend deliveries please unless prior arrangement made for emergency delivery

Composed By: Patricia Turner
Terms:
FOB:
Delivery Date: 07/10/2020
Tax ID Number: Not Null

Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
Item: 41681		MASK DUCKBILL RSPIRATOR N95 REG					
1	695	1,273 CA	695	3000-991100-663100		$982.80	$1,251,104.40 $0 $1,251,104.40

PO Sub Total:	**$1,251,104.40**	**Tax Total:**	**$0**	**Purchase Order Total:**	**$1,251,104.40**

Signature(s): _____ _____

Audit and Finance Committee Agenda 7/22

Agreements with a P&L Impact

Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
11	NRS 332.115(1)(b)	No	Hand Surgery Specialists of Nevada (Young), LLP	New Contract	N/A	3 Years, with Two 1-Year Options	30 days w/o cause	Base Contract NTE $4,562,500	None	Increase / $73,000 per year	Surgery	Provide 24/7 emergency and on-call hand surgery services for UMC's inpatients and outpatients in accordance with the call schedule maintained by Medical Staff.
12	NRS 332.115(1)(b)	No	Ammar PLLC d/b/a Stroke and Neurology Specialists	New Contract	N/A	3 Years, with Two 1-Year Options	90 days w/o cause	Base Contract NTE $3,256,375	None	Savings / $5,475 per year	Emergency Department	Provide 24/7 emergency, on-call and consultative neurology and stroke neurology services to treat patients in Hospital's Neurology, Emergency and Trauma departments in accordance with the call schedule maintained by Medical Staff.
13	NRS 332.115(1)(b)	No	NEUSTAEDTER & associates, Inc. d/b/a HCS Healthcare Consulting Solutions	Amendment Three	No	1 Year, with Two 1-Year Options	30 days w/o cause	Base Contract NTE $72,200 Previous Amendments NTE $60,800 Amendment Three NTE $1,002,200 Grand Total $1,135,200	None	Increase / $1,002,00	Administration	Amendment Three reimburses unanticipated technical support charges in FY 2020 and funds a 9-1-2020 renewal as well as the options for two (2) one (1) year extensions
14	NRS 332.115.1(b)	No	Press Ganey	Amendment Two and Statement of Work	Yes	3 years	180 days w/o cause	Base Contract $606,875 Amendment 1 $496,849.96 Statement of Work $135,101 Grand Total $1,238,825.96	None	Increase/ $64,503.75 employee survey	HR	Amendment Two extends the term of the base Agreement through January 31, 2023 and allows for new Statement of Work for surveys for 2020 through 2023
15	NRS 332.115(1)(k)	No	RQI Partners	Modification	Yes	28 Months	180 days w/o cause	Base Contract NTE $499,695.04 Change Order NTE $23,100 Grand Total $522,795.04	None	Increase / $23,100	Clinical Education	Change order to add one (1) RQI class and two (2) RQI carts to be made accessible for employee training and recertification.
16	NRS 332.115(1)(b)	NO	Terminix Integrated Pest Service Management Program	Amendment One	No	3 years	30 days w/o cause	Base Contract NTE $ 89,090 Amendment 1 NTE $ 339,190 Grand Total $428,280	None	Increase/ $40,111 per year	Environmental Services	Amendment One extends the agreement through 7/26/2024 and adds additional services to the Statement of Work with additional funding to support the increase in scope.

Audit and Finance Committee Agenda 7/22

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Estimated Revenue			Requesting Dept.	Description/Comments
8	NRS 332.115(1)(f)	No	Health Value Management, Inc. d/b/a ChoiceCare Network	Amendment	No	2 Years	90 days w/o cause	Revenue to hospital based on volume	None	None	Managed Care	Requests to (i) extend the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022, (ii) updated Attachment B-1 Commercial Rate Schedule, and (iii) updated Attachment B-2 Fee Schedule for Medicare Plans.
9	NRS 332.115(1)(f)	No	Cigna Health and Life Insurance Company	Amendment	No	1 Year	180 days w/o cause	Revenue to hospital based on volume	None	None	Managed Care	Requests to (i) extend the Agreement Term for twelve (12) months effective July 1, 2020 through June 30, 2021, and (ii) update Rate Exhibits A 14 to A 17.
10	NRS 332.115(1)(f)	No	SilverSummit Healthplan, Inc.	Amendment	No	2 Years	90 days w/o cause prior to any anniversary period	Revenue to hospital based on volume	None	None	Managed Care	Requests to extend the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022.

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

Issue: **Monthly Financial Report June FY 20**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Governing Board Audit and Finance Committee receive the preliminary monthly financial report for June FY 20; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the June FY 20 volumes/cash flow for the committee's review and direction.

Cleared for Agenda
July 22, 2020

Agenda Item #
6

UNIVERSITY MEDICAL CENTER

June 2020
Volume/Cash Flow

KEY INDICATORS – JUN

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	13,872	15,240	(1,368)	(8.98%)	15,534	(10.70%)
Total Admissions	1,511	1,946	(435)	(22.35%)	1,961	(22.95%)
Observation Cases	1,015	1,420	(405)	(28.52%)	1,420	(28.52%)
AADC	462	508	(46)	(9.06%)	510	(9.41%)
ALOS (Admits)	5.77	5.44	0.33	6.07%	5.32	8.46%
ALOS (Obs)	1.30	1.69	(0.39)	(23.30%)	1.69	(23.30%)
Hospital CMI	1.91	1.85	0.06	3.12%	1.85	3.12%
Medicare CMI	1.84	2.07	(0.23)	(10.93%)	2.07	(10.93%)
IP Surgery Cases	709	792	(83)	(10.48%)	792	(10.48%)
OP Surgery Cases	508	554	(46)	(8.30%)	554	(8.30%)
Total ER Visits	7,240	8,331	(1,091)	(13.10%)	9,336	(22.45%)
ED to Admission	7.67%	-	-	-	10.46%	(26.75%)
ED to Observation	14.93%	-	-	-	15.20%	(1.77%)
ED to Adm/Obs	22.60%	-	-	-	25.66%	(11.95%)
Quick Cares	11,654	15,536	(3,882)	(24.99%)	13,548	(13.98%)
Primary Care	5,401	6,825	(1,424)	(20.86%)	5,060	6.74%
Deliveries	102	-	-	-	145	(29.66%)

TRENDING STATS

	Jun- 19	Jul- 19	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	12-Mo Avg	Jun to Avg Var
APDs	15,534	15,832	16,174	15,157	15,742	14,915	15,590	17,011	15,322	15,564	11,744	12,949	13,872	15,128	(1,256)
Total Admissions	1,961	1,884	1,927	1,780	1,796	1,830	1,935	1,876	1,736	1,603	1,331	1,379	1,511	1,753	(242)
Observation Cases	1,420	1,462	1,348	1,292	1,438	1,287	1,340	1,315	1,217	1,124	797	918	1,015	1,247	(232)
AADC	510	511	522	505	508	497	503	549	528	502	391	418	462	495	(33)
ALOS (Adm)	5.32	5.63	5.58	5.51	5.33	5.13	5.23	5.67	5.71	6.19	6.26	6.10	5.77	5.64	0.13
ALOS (Obs)	1.69	1.44	1.49	1.87	1.41	1.46	1.49	1.53	1.37	1.37	1.28	1.22	1.30	1.47	(0.17)
Hospital CMI	1.85	1.78	1.75	1.67	1.72	1.74	1.84	1.75	1.77	1.82	2.00	1.83	1.91	1.79	0.12
Medicare CMI	2.07	2.10	1.88	1.81	1.67	1.86	1.96	1.99	1.82	2.00	2.36	1.92	1.84	1.95	(0.11)
IP Surgery Cases	792	803	826	725	755	742	783	712	729	654	544	531	709	716	(7)
OP Surgery Cases	554	559	552	480	595	493	506	497	478	412	142	315	508	465	43
Total ER Visits	9,336	9,782	9,633	9,373	9,795	10,339	9,676	10,469	9,480	8,586	5,529	6,369	7,240	9,031	(1,791)
ED to Admission	10.46%	6.64%	7.08%	6.83%	5.94%	6.79%	7.59%	7.13%	7.16%	7.07%	9.22%	8.43%	7.67%	7.53%	0.14%
ED to Observation	15.20%	15.00%	15.05%	13.54%	14.24%	11.86%	12.72%	12.19%	12.22%	12.49%	14.41%	14.49%	14.93%	13.62%	1.31%
ED to Adm/Obs	25.66%	21.64%	22.13%	20.37%	20.18%	18.65%	20.31%	19.31%	19.38%	19.56%	23.64%	22.92%	22.60%	21.15%	1.45%
Quick Care	13,548	13,194	14,074	14,217	15,792	18,339	17,597	20,214	17,809	14,818	8,280	9,457	11,654	14,778	(3,124)
Primary Care	5,060	5,532	5,003	5,400	5,979	4,448	4,846	5,591	5,728	4,542	3,414	3,889	5,401	4,953	448
Deliveries	145	174	190	164	146	139	153	142	119	123	120	118	102	144	(42)

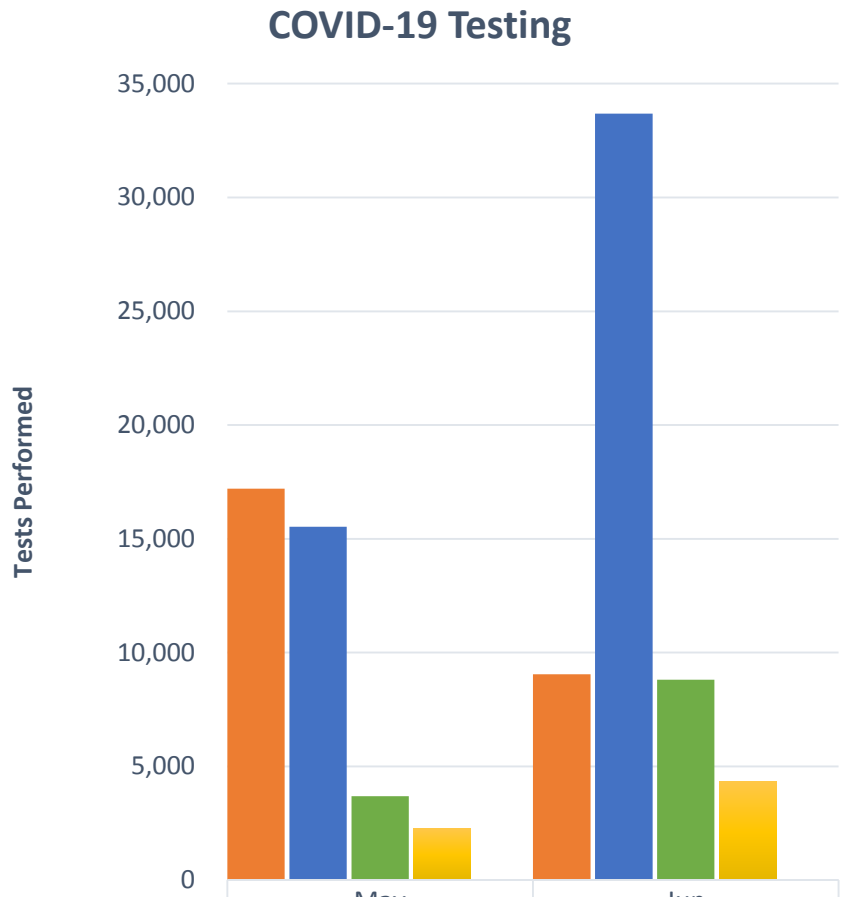
PAYOR MIX BY ADMITS - TREND

Fin Class	Jun- 19	Jul- 19	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	12-Mo Avg	Jun to Avg Var
Commercial	19.94%	19.73%	20.31%	17.31%	18.68%	21.66%	19.44%	19.35%	18.87%	19.09%	18.81%	21.12%	17.96%	19.53%	(1.57%)
Government	4.92%	4.89%	5.48%	5.05%	5.28%	4.25%	4.19%	4.97%	5.24%	5.35%	4.34%	5.26%	4.92%	4.94%	(0.01%)
Medicaid	43.28%	45.36%	43.77%	45.87%	43.06%	42.31%	42.12%	43.93%	41.67%	41.44%	47.82%	44.34%	43.60%	43.75%	(0.15%)
Medicare	25.93%	22.63%	24.28%	23.88%	25.99%	25.38%	27.37%	26.68%	27.43%	28.00%	24.06%	24.22%	26.15%	25.49%	0.66%
Self Pay	5.94%	7.39%	6.16%	7.89%	6.99%	6.40%	6.88%	5.07%	6.79%	6.12%	4.97%	5.06%	7.37%	6.31%	1.07%

FY20 CASH FLOW

	JUNE 2020	MAY 2020	APRIL 2020	YTD of FY2020
Operating Activities				
Cash received from patients and payors	34,036,310	39,367,271	52,670,122	624,572,302
Cash paid to vendors	(32,881,341)	(22,262,369)	(23,900,273)	(270,717,500)
Cash paid to employees	(31,321,817)	(29,311,226)	(33,390,646)	(411,803,861)
Other operating receipts/(disbursements)	12,565,687	19,185,559	14,741,815	65,287,120
Net cash provided by/(used in) operations	(17,601,161)	6,979,235	10,121,019	7,338,060
Investing Activities				
Purchase of property and equipment, net	(2,148,064)	(3,003,052)	(1,863,615)	(17,814,183)
Interest received	442	325,060	423,743	2,605,692
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	1,098,982	1,755,722	880,974	(15,588,104)
Net cash provided by/(used in) investing activities	(1,048,640)	(922,270)	(558,898)	(30,796,595)
Financing Activities				
From/(to) Clark County	31,000,000	-	-	62,000,000
Unrestricted donations and other				
Borrowing/(repayment) of debt	-	-	-	(6,226,000)
Interest paid	-	-	-	(995,110)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	31,000,000	-	-	54,778,890
Increase/(decrease) in cash	12,350,199	6,056,965	9,562,122	31,320,355
Cash beginning of period	70,475,772	64,418,807	54,856,686	51,505,618
Cash end of period	82,825,972	70,475,772	64,418,807	82,825,972
Unrestricted cash	82,825,972	70,475,773	64,418,807	82,825,972
Cash restricted by donor	5,565,651	5,529,167	5,460,558	5,565,651
Internally designated cash	170,395,521	171,494,503	173,250,225	170,395,521

COVID-19 TESTING- JUN



	May	Jun
Client Billing	17,202	9,047
Public Tests	15,526	33,681
Reference Lab	3,687	8,811
Other Tests	2,277	4,318
Total All Tests	38,692	55,857

COVID-19 Tests	May	Jun	Total
Client Billing	**17,202**	**9,047**	**26,249**
Public Tests	**15,526**	**33,681**	**49,207**
Reference Lab	**3,687**	**8,811**	**12,498**
Total Tests	**36,415**	**51,539**	**87,954**

Other COVID-19 Tests	May	Jun	Total
IP Tests	1,278	1,689	**2,967**
OP Tests	999	2,629	**3,628**
Other Tests	**2,277**	**4,318**	**6,595**
Total All Tests	**38,692**	**55,857**	**94,549**

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

Issue: **CFO Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
July 22, 2020

Agenda Item #

7

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

Issue:	**Amendment No. 9 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Amendment No. 9 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 9 – extend through 6/30/2022
Amount: Amendment 9 – revenue based on volume
Out Clause: 90 days w/o cause

BACKGROUND:

On December 1, 2009, the Board of Hospital Trustees approved the Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network to provide its members healthcare access to the hospital and its associated Quick Care facilities. The Agreement has since been amended eight (8) times, most recently on July 1, 2019, which requested to extend the Term for twelve (12) months through June 30, 2020 and updated Attachment B-1 Commercial Rate Schedule.

This Amendment No. 9 requests to (i) extend the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022, (ii) updated Attachment B-1 Commercial Rate Schedule, and (iii) updated Attachment B-2 Fee Schedule for Medicare Plans.

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

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

Cleared for Agenda
July 22, 2020

Agenda Item #
8

AMENDMENT No. 9
TO THE HOSPITAL PARTICIPATION AGREEMENT
University Medical Center of Southern Nevada and ChoiceCare Network

This Amendment No. 9 to the Hospital Participation Agreement (hereinafter this "**Amendment**") is entered into by and between **University Medical Center of Southern Nevada (hereinafter referred to as "Hospital")** and **Health Value Management, Inc., d/b/a ChoiceCare Network** (hereinafter referred to as "**ChoiceCare**").

WITHNESSETH

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

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

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

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

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

1. Section 5.1 of the Agreement shall be amended to extend the term of the Agreement to June 30, 2022.

2. Effective July 1, 2020, **Attachment B-1 Commercial Rate Schedule** as amended by Amendment No. 8 on July 1, 2019, shall be deleted in its entirety and replaced with the attached **Attachment B-1 Commercial Rate Schedule**.

3. Effective July 1, 2020, **Attachment B-2 Fee Schedule For Medicare Plans** as amended by Amendment No. 5 on December 1, 2017, shall be deleted in its entirety and replaced with the attached **Attachment B-2 Fee Schedule For Medicare Plans**

4. Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have the authority necessary to bind the entities identified herein and have executed this Amendment No. 9 to be effective as of July 1, 2020.

HOSPITAL
University Medical Center of Southern Nevada

By: Mason Van Houweling

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: 7/10/2020

Tax ID: 886000436

CHOICECARE

Signature:

Printed Name: Lisa Ferrari

Title: Regional Vice President

Date: July 7, 2020

ATTACHMENT B-1
COMMERCIAL RATE SCHEDULE

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

ATTACHMENT B-2
FEE SCHEDULE FOR MEDICARE PLANS
Effective Date July 1, 2020 – June 30, 2022

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Health Value Management, Inc.	
(Include d.b.a., if applicable)	ChoiceCare Network	
Street Address:	PO Box 19013	**Website:**
City, State and Zip Code:	Green Bay, WI 54307	**POC Name:** **Email:**
Telephone No:	800-626-2741	**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)
Bruce Broussard	Chief Executive Officer	
Brian Kane	Senior VP and CFO	
Jay Khosla	Senior VP of Government Affairs	

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 | **Mr. Rick Beavin** (Print Name)

VP, Medicare Regional President (Title) | **7/14/2020** (Date)

REVISED 7/25/2014

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

Issue:	**Amendment Number Twelve to Hospital Services Agreement with Cigna Health and Life Insurance Company**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Amendment Number Twelve to Hospital Services Agreement with Cigna Health and Life Insurance Company; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 12 – extend through 6/30/2021
Amount: Amendment 12 – revenue based on volume
Out Clause: 180 days w/o cause

BACKGROUND:

On January 2, 2008, the Board of Hospital Trustees ratified the Hospital Services Agreement with Cigna Health and Life Insurance Company (previously called Connecticut General Life Insurance Company) ("CIGNA") to provide its members healthcare access to the hospital and its associated Quick Care facilities. CIGNA contracts with physicians, hospitals and other healthcare practitioners and entities to provide or arrange for, at predetermined rates, the delivery of healthcare services. The Agreement has since been amended eleven (11) times, most recently on January 1, 2020, which requested to extend the Term for six (6) months through June 30, 2020, added Rate Exhibit A 18, and added the State of Nevada Addendum on legislative and regulatory requirements on provider contracts.

This Amendment No. Twelve requests to (i) extend the Agreement Term for twelve (12) months effective July 1, 2020 through June 30, 2021, and (ii) update Rate Exhibits A 14 to A 17.

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

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

Cleared for Agenda
July 22, 2020

Agenda Item #
9

Amendment Number Twelve to Hospital Services Agreement

WHEREAS, Cigna Health and Life Insurance Company ("Cigna") and University Medical Center of Southern Nevada "(Hospital)" have executed a Hospital Services Agreement dated January 1, 2008 as amended (the "Agreement"); and

WHEREAS, Cigna and Hospital mutually desire to further amend the Agreement with this Amendment Number Twelve.

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

1. The effective date of this Amendment Twelve ("Amendment") is July 1, 2020; extending the Agreement Term for twelve (12) months beginning July 1, 2020 and ending June 30, 2021 at 11:59 PM.

2. Rate Exhibit A 14 (Hospital Services), Exhibit A 15 (Urgent Care Services), Exhibit A 16 (Primary Care Services), and Exhibit A 17 (Hospital Based Physician Services) dated July 1, 2019 of the Agreement shall be deleted in their entirety and replaced with Exhibits A 14 - A 17 dated July 1, 2020 which is the effective date of this Amendment.

3. The State Addendum attached is hereby added to, or replaced, in the Agreement as of the effective date of this Amendment.

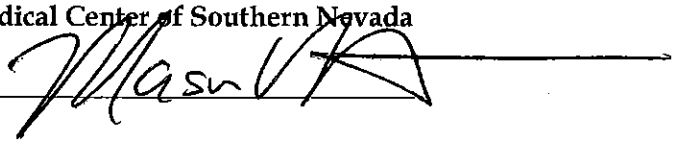
4. Except as modified herein, the Agreement remains in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

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

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

AGREED AND ACCEPTED BY:

Provider: University Medical Center of Southern Nevada

Provider Signature: 

Printed Name: Mason VanHouweling

Provider Title: Chief Executive Officer

Provider Date Signed: 6/26/06

Federal Tax ID: 88-6000436
National Provider Identifier (NPID): 1548393127

Cigna: Cigna Health and Life Insurance Company

Cigna Signature: Teri Lauenstein

Cigna Printed Name: Teri Lauenstein

Cigna Title: Vice President, Network Management

Cigna Date Signed: June 24, 2020

ADDENDUM #1 TO HOSPITAL SERVICES AGREEMENT
FOR THE STATE OF NEVADA

The provisions set forth in this Addendum #1 (Addendum) are being added to the Agreement to comply with legislative and regulatory requirements of the State of Nevada regarding provider contracts with providers rendering health care services in the State of Nevada. To the extent that such Nevada laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans. This Amendment shall supersede any previous state mandate amendments to the Agreement.

1. Definitions. Unless otherwise defined in the Agreement, the following terms shall have the meaning set forth below.

(1.1) Material Change or Material Adverse Change shall mean a change that could reasonably be expected to have a material adverse impact on the aggregate level of payment by Cigna or Payor to Hospital for Covered Services under the Agreement, or on Hospital 's administration of their services.

(1.2) Timely Notice shall mean the timeframe or timeframes established by the parties for prior written notice of an amendment to the Agreement as set forth in the Material Adverse Change Amendments, or any other provisions of the Agreement governing changes or amendments to the Agreement.

2. The Services Upon Termination provision of the Agreement is hereby deleted and replaced with the following:

> Except in cases where termination of this Agreement is due to medical incompetence or professional misconduct, Hospital shall, if the Hospital and Participant agree, continue to provide Covered Services for specific conditions for which a Participant was under Hospital's care at the time of such termination until the later of:
>
> a) the 120th day after the date the contract is terminated; or
>
> b) if the medical condition is pregnancy, the 45th day after:
>
> 1) the date of delivery; or

2) if the pregnancy does not end in delivery, the date of the end of the pregnancy.

During the continuation period under this Section: (1) the parties shall be bound by the terms and conditions of the Agreement; (2) Hospital shall be compensated for Covered Services provided to any such Participant in accordance with the compensation arrangements under the Agreement; and (3) Hospital is prohibited from billing Participants for any amounts in excess of the Participant's applicable Coinsurance, Copayments or Deductibles. Hospital has no obligation under the Agreement to continue to provide services to individuals who cease to be Participants.

3. The How this Agreement Can Be Terminated provision of the Agreement is amended by adding the following:

Cigna shall not terminate this Agreement, refuse to contract with, or refuse to compensate Hospital because Hospital in good faith advocates in private or in public on behalf of a Participant, assists a Participant in seeking reconsideration of a decision to deny coverage for a health care service, or reports a violation of law to an appropriate authority.

4. In the event of Cigna's insolvency or the insolvency of any applicable intermediary, or in the event of any other cessation of Cigna's operations or the operations of any applicable intermediary, Hospital must continue to deliver health care services covered by the network plan, as defined by applicable state law, to a Participant without billing Participant for any amount other than coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, until the earlier of: the date of the cancellation of Participant's coverage under the network plan pursuant to applicable state law, including, without limitation, any extension of coverage provided pursuant to the terms of the contract between Participant and Cigna, and applicable state continued medical treatment (continuity of care) laws, or any applicable federal law for Participants who are in an active course of treatment or totally disabled; or the date on which the contract between the Cigna and Hospital would have terminated if the health carrier or intermediary, as applicable, had remained in operation, including, without limitation, any extension of coverage provided pursuant to the terms of the contract between the Participant and Cigna, and applicable state laws, or any applicable federal law for Participants who are in an active course of treatment or totally disabled.

5. The following provisions shall, to the extent required by applicable law, replace and supersede the Section of the Agreement entitled Limitations on Billing Participants:

Limitations on Billing Participants. Hospital agrees that in no event, including but not limited to nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall

Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services. In addition, Hospital shall not bill Participants for any amounts denied or not paid under this Agreement due to Hospital's failure to comply with the requirements of Cigna's or its designee's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable Copayments, Coinsurance and Deductibles, as specifically provided in the evidence of coverage. This provision survives termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Participants and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Hospital and the Participant or persons acting on the Participant's behalf. Any modification, additions, or deletion to the provisions of this hold harmless provision shall become effective on a date no earlier than the date permitted by applicable law.

This provision does not prohibit collection of fees for uncovered services delivered on a fee-for-service basis to Participants. This provision does not prohibit Hospital and a Participant from agreeing to continue health care services solely at the expense of the Participant, as long as Hospital has clearly informed the Participant that Cigna may not cover or continue to cover a specific health care service or health care services. Except as provided herein, the Agreement does not prohibit Hospital from pursuing any available legal remedy.

6. Provisions included in the Agreement to comply with the requirements set forth in Sections 4 and 5 shall be construed in favor of the covered person, shall survive the termination of the contract regardless of the reason for the termination, including, without limitation, the insolvency of the health carrier or any applicable intermediary, and shall supersede any oral or written contrary agreement between a participating provider of health care and a covered person or the representative of a covered person if the contrary agreement is inconsistent with provisions included in the contract to comply with the requirements set forth in applicable state law.

7. Cigna will provide written notice to Hospital as soon as practicable in the event that a court determines Cigna or any applicable intermediary to be insolvent, or of any other cessation of operations of Cigna or any applicable intermediary.

8. In addition to the requirements of the Agreement governing Participant health records, Hospital shall make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Participants, and to comply with the applicable state and federal laws related to the confidentiality of medical and health records and Participant's right to see, obtain copies of or amend their medical and health records.

9. Neither Cigna nor Hospital may assign or delegate the rights and responsibilities of either party under the contract without the prior written consent of the other party.

10. In addition to the requirements of the Agreement governing standards of care, Hospital is responsible for furnishing Covered Services to all Participants without regard to the participation of the Participant in a network plan (as defined by applicable law) as a private purchaser of the network plan or as a Participant in a publicly financed program of health care services.

11. In addition to the requirements of the Agreement governing Services Upon Termination, if a Participant is confined in Hospital at a time when Hospital terminates the Agreement, coverage for the period of confinement will be at the rate negotiated before Hospital terminated the Agreement and at no additional cost to the Participant, in accordance with the terms of the Participant's Benefit Plan.

12. Cigna shall, in a timely manner, upon request from Hospital or upon any change to the status or inclusion of Hospital, inform Hospital of the status of Hospital as a provider of health care in a network plan and the status and inclusion of Hospital on any list maintained by Cigna.

13. The Agreement permits Cigna to contract with another party to provide access to Cigna's rights and responsibilities under the Agreement. Upon request, Cigna will provide information necessary to determine whether a particular party has been authorized to access Hospital's health care services and contractual discounts under the Agreement. Any party authorized to access the health care services and contractual discounts under the Agreement must comply with all applicable terms, limitations, and conditions of the Agreement.

ADDENDUM #2 TO HOSPITAL SERVICES AGREEMENT
FOR THE STATE OF NEVADA

The provisions set forth in this Addendum #2 (Addendum) are being added to the Agreement to comply with legislative and regulatory requirements of the State of Nevada regarding arbitration provisions, including but not limited to Nev. Rev. Stat. Ann. § 597.995 (Chapter 166 of the Laws of 2013).

Hospital acknowledges by the signature below that it has affirmatively agreed to the arbitration provisions set forth in the Agreement.

AGREED AND ACCEPTED BY:

Cigna Health and Life Insurance Company:

By: Teri Lauenstein

Name: Teri Lauenstein

Title: Vice President, Network Management

Date Signed: June 24, 2020

University Medical Center of Southern Nevada:

By: Mason VanHouweling

Name: Mason VanHouweling

Title: Chief Executive Officer

Date Signed: 6/26/06

Exhibit A - 14
Fee Schedule and Reimbursement Terms

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

Exhibit A - 15
Urgent Care Center
Fee Schedule and Reimbursement Terms

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

Exhibit A - 16
Primary Care Services
Fee Schedule and Reimbursement Terms

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

Exhibit A - 17
Hospital Based Physicians
Fee Schedule and Reimbursement Terms

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 49

Corporate/Business Entity Name:	Cigna	
(Include d.b.a., if applicable)		
Street Address:	400 North Brand Ave, Suite 300	**Website: www.cigna.com**
City, State and Zip Code:	Glendale, CA 91203	**POC Name:** **Email:**
Telephone No:	702-938-2800	**Fax No:**
Nevada Local Street Address: **(If different from above)**	5940 S. Rainbow Blvd Ste 1009	**Website: www.cigna.com**
City, State and Zip Code:	Las Vegas, NV 89118	**Local Fax No:**
Local Telephone No:	702-938-2800	**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Teri Lauenstein
Signature

Teri Lauenstein
Print Name

VP, Network Management
Title

April 30, 2020
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

CIGNA Corporate Officer and Directors

David Cordani
President and CEO, Cigna Corporation. Read more

Lisa Bacus
Executive Vice President, Global Chief Marketing and Customer Officer, Cigna Corporation. Read more

Mark Boxer
Executive Vice President and Global Chief Information Officer, Cigna Corporation. Read more

Brian Evanko
President, U.S Government, Cigna Corporation. Read more

Nicole Jones
Executive Vice President and General Counsel, Cigna Corporation. Read more

Steve Miller, MD
Chief Clinical Officer, Cigna Corporation. Read more

Matt Manders
President, Strategy and Solutions, Cigna Corporation. Read more

John Murabito
Executive Vice President, Chief Human Resources and Services Officer, Cigna Corporation. Read more

Eric Palmer
Executive Vice President and Chief Financial Officer, Cigna Corporation. Read more

Jason Sadler
President, International Markets, Cigna Corporation. Read more

Mike Triplett
President, U.S. Markets, Cigna Corporation. Read more

Tim Wentworth
President, Express Scripts and Cigna Services, Cigna Corporation. Read more

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

Issue:	**Amendment Number Four to Participating Provider Agreement with SilverSummit Healthplan, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Amendment Number Four to Participating Provider Agreement with SilverSummit Healthplan, Inc.; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 4 – extend through 6/30/2022
Amount: Amendment 4 – revenue based on volume
Out Clause: 90 days w/o cause prior to any anniversary period

BACKGROUND:

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members healthcare access to the hospital and its associated Quick Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services.

This Amendment Number Four requests to extend the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022.

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

Cleared for Agenda
July 22, 2020

Agenda Item #
10

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

AMENDMENT NUMBER FOUR
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Four ("Amendment") is entered into as of July 1, 2020 (the, "Amendment Effective Date") by and between SilverSummit Healthplan, Inc. ("Health Plan") and University Medical Center of Southern Nevada ("Provider"), collectively referred to herein as the "Parties".

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

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

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

1. Article VII – TERM AND TERMINATION, Section 7.1 is hereby amended to extend the termination date for two (2) years from July 1, 2020 and ending June 30, 2022.

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

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date first set forth above.

HEALTH PLAN:

SilverSummit Healthplan, Inc.

Authorized Signature

Eric Schmacker
Eric Schmacker (Jul 6, 2020 10:20 PDT)

Printed Name: Eric R. Schmacker

Title: Plan President & CEO

Date: Jul 6, 2020

ECM #: 488638

PROVIDER:

University Medical Center of Southern Nevada

Authorized Signature

Mason VanHouweling

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date:

Tax ID Number: 88-6000436

State Medicaid Number:

National Provider Identifier: 1548393127

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 98

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

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

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

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

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

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

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

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

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

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

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

Signature — Eric Schmacker

Print Name — ERIC RAND SCHMACKER

President/CEO — Title

7/1/2020 — Date

REVISED 7/25/2014

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

Issue:	**Professional Services Agreement (Hand Surgery) with Hand Surgery Specialists of Nevada (Young), LLP**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Hand Surgery Call Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 7/1/2020 to 6/30/2023 with two 1-year options
Amount: $2,500 per day for on-call services; NTE $912,500 per year or potential aggregate of NTE $4,562,500 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

This request is to ratify the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP (Provider), which was effective on July 1, 2020. Provider will provide 24/7 emergency and on-call hand surgery services for UMC's inpatients and outpatients in accordance with the call schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider $2,500 per day or a NTE yearly total of $912,500 from July 1, 2020 through June 30, 2023, with the option to extend for two 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

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

Provider currently holds a Clark County business license.

Cleared for Agenda
July 22, 2020

Agenda Item #
11

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement is made and entered into as of the date last signed by the parties below, 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 **Hand Surgery Specialists of Nevada (Young), LLP**, with its principal place of business at 9321 W. Sunset Road, Las Vegas, NV 89148 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Orthopedic Department (the "Department") located in Hospital which requires certain Services (as defined below); and

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from a physician(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a hand surgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of hand surgery, as more specifically described herein.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition related to hand surgery.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Surgery Department.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to

provide Services pursuant to this Agreement. Colby P. Young, MD is required to provide services as a Member Physician of Provider.

1.6 On-Call Services. Emergency surgical services Hospital's inpatients and outpatients, 24 hours per day/seven days per week in accordance with the Hand Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and the Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference. The Services shall include all clinical services as set forth in the Department's delineation of privileges.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
vi. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:

i. is Board Certified or Board Eligible (pursuant to the Medical Staff's delineation of privileges) in Hand Surgery;
ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify the Hospital of such a breach and/or fails to remove any Member Physician that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care

Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for the Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed

by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall provide within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities, and;

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider $2,500.00 per day. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on the date last signed by the parties (the "Effective Date"), and subject to paragraph 7.5, shall remain in effect through June 30, 2023 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation.

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

1. The exclusion of Provider from participation in any federal health care program;

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:

1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or

2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff; or

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program; or

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or

3. The failure of Hospital to maintain full accreditation by The Joint Commission; or

4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

5. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.

7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for

the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the 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.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face

civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary.

With *Federal False Claims Act*, for knowing violations of the civil False Claims Act may result in fines ranging from $11,000 to $21,563, per claim, plus three times the values of the claim and the costs of any civil action brought. For criminal penalties where the value of the false claims(s) is more than $250, the penalties are imprisonment for a maximum 5 years, a maximum fine of $25,000; or both.

With *Nevada False Claims Act*, for knowing violations of the civil False Claims Act may result in fines ranging from $11,000 to $21,563 in fines, per claim, plus three times the value of damages sustained by the of the claim and the costs of any civil action brought. For criminal penalties where the value of the false claims(s) is less than $250, the penalties are 6 months to one year imprisonment in the county jail; a maximum fine of $1,0000 to $2,000; or both. For criminal penalties where the value of the false claims(s) is more than $250, the penalties are imprisonment in the state prison from one to four years, and a maximum fine of $5,000; or both.

Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program, has a Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**. Provider is expected to immediately notify Hospital via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, at (702) 383-6211, through the Hotline (888) 691-0772, or the website at http://www.goldenegg.ethicspoint.com, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee

which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To Hospital:	University Medical Center of Southern Nevada Attn: Chief Executive Officer 1800 West Charleston Boulevard Las Vegas, Nevada 89102
To Provider:	Hand Surgery Specialists of Nevada (Young), LLP 9321 W. Sunset Road Las Vegas, NV 89148

7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

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7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:
Hand Surgery Specialists of Nevada (Young), LLP

By: _____

Name: BOB YOUNG

Title: MANAGING PARTNER

Hospital:
University Medical Center of Southern Nevada

By: _____

Name: Mason VanHouweling

Chief Executive Officer

7/1/2020

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

a. Provider shall deliver to the Department and the Hospital 24 hours per day, 7 days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy.

Clinical Services:

a. All hand surgery inpatients shall be assessed by the on-call physician within 24 hours of admission. Rounding on inpatients to occur a minimum of 14 hours per week (telephonic coverage at all other times as needed).

b. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients with all due-diligence arising from the emergency and on-call services for inpatient hand surgery patients.

Service Location: All services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physician(s):

Colby P. Young, M.D.
David M. Fadell, D.O.
JEDEDIAH JONES, MD
AIAN MEIGEV, MD
DANIEL KOKMYER, MD

EXHIBIT B
STANDARDS OF PERFORMANCE

The Provider shall ensure that all Member Physicians comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same

(including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

k. The parties recognize that as a result of Hospital's patient *mix,* Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: 1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 30 days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.

t. Provider shall provide a quarterly report to include at a minimum the following: (i)inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.

u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

w. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate.

Attachment 1

Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly and willfully submits, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who "knowingly":

- Present a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from $5,500 to $11,000 in fines, per claim, plus three

times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are 6 months to1 year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for

providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or http://www.goldenegg.ethicspoint.com. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:19

Corporate/Business Entity Name:	HAND SURGERY SPECIALISTS OF NEVADA (YOUNG), LLP	
(Include d.b.a., if applicable)	HAND SURGERY SPECIALISTS OF NEVADA, LLP	
Street Address:	9321 W SUNSET RD.	**Website: HSSNV.COM**
City, State and Zip Code:	LAS VEGAS, NV 89148	**POC Name: COLBY YOUNG** **Email:CPYMD@HSSN.COM**
Telephone No:	702-645-7800	**Fax No:888-960-9070**
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)
COLBY YOUNG, MD	MD	33%
JEDIDIAH W JONES	MD	33%
DAVID M FADELL	DO	33%

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

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

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

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

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

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

Signature	Print Name: COLBY YOUNG
Title: MD	Date: 7-6-2020

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

Issue:	**Professional Services Agreement (Neurology and Stroke Neurology) with Ammar PLLC d/b/a Stroke and Neurology Specialists**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement for Neurology and Stroke Neurology On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000723000 Funded Pgm/Grant: N/A
Description: Neurology and Stroke Neurology Group Physician On-Call Coverage
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 8/1/2020 to 7/31/2023 with two 1-year options
Amount:

- On-Call Services – $1,735 per day; NTE $633,275 annually or a potential aggregate of $3,166,375 for five (5) years
- Medical Directorship Services – $150 per hour for up to 120 hours annually; NTE $18,000 annually or a potential aggregate of $90,000 for five (5) years

Out Clause: 90 days w/o cause

BACKGROUND:

This request is to approve the Professional Services Agreement for Group Physician On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists (Provider). Provider will provide 24/7 emergency, on-call and consultative neurology and stroke neurology services for UMC's inpatients and outpatients for the Neurology, Emergency and Trauma Departments in accordance with the call schedule maintained by Medical Staff. The rotation schedule shall be concurrently covered by one (1) Member Physician. In addition, Provider will provide a Medical Director to perform certain administrative services in coordination with UMC's Stroke Certification Program as set forth in the Agreement. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

Cleared for Agenda
July 22, 2020

Agenda Item #
12

UMC will compensate Provider $1,735 per day for On-Call Services and $150 per hour, up to 120 hours annually, for Medical Directorship Services. The Agreement term is from August 1, 2020 through July 31, 2023, with the option to extend for two, 1-year periods unless terminated with a 90-day written notice.

UMC's Associate Administrator for Operations has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County Limited Vendor Registration.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 29th day of July, 2020, 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 **Ammar PLLC, a Nevada professional corporation doing business as Stroke and Neurology Specialists**, with its principal place of business at 10001 S Eastern Ave, Suite #200, Henderson, NV 89052 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of a Neurology department (the "Department") located in Hospital which requires certain Services (as defined below); and

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from a physician(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a neurologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of neurology and stroke neurology, as more specifically described herein; and

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to diagnosis and treatment of neurological disorders, including stroke.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Neurology.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to provide Services pursuant to this Agreement. Tamer Ammar, M.D. is required to provide Services as a Member Physician of Provider.

1.6 On-Call Services. Emergency, on-call and consultative services to inpatients and patients under observation, 24 hours per day/seven days per week in accordance with the Neurology and Stroke Neurology rotation schedule maintained by the Medical Staff. Provider shall coordinate the schedules and assignments of the Member Physicians assigned to the On-Call Services. At no time will the On-Call Services be without coverage. The Neurology and Stroke Neurology rotation schedule may be concurrently covered by one (1) Member Physician.

1.7 Medical Director. The Medical Director performs certain administrative services in coordination with the Hospital in connection with Hospital's Stroke Certification Program (the "Stroke Certification Program"). The Medical Director shall be responsible for the performance of certain Medical Directorship Services as set forth in this Agreement. Tamer Ammar, M.D. has been designated as the Medical Director of the Stroke Certification Program.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and the Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted

solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with the City of Henderson and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
vi. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:

i. is Certified in Neurology by the American Board of Psychiatry and Neurology or applicable equivalent as required by the Hospital medical staff delineation of privileges for Neurology
ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;

v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;

vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;

vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;

viii. at all times will comply with all applicable laws and regulations in the performance of the Services;

ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and

x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify the Hospital of such a breach and/or fails to remove any Member Physician that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.

2.7 Provider Insurance. Hospital is self-insured and does not provide medical director liability insurance to independent contractors. Provider shall ensure that its Member Physicians and employees carry professional liability insurance at its/their own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health

Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, set forth in **Attachment 1**, incorporated and made a part hereof by this reference.

2.12 Medical Directorship. During the Term, in addition to the Services provided by Provider, the designated Medical Director shall provide the following administrative services in connection with Hospital's Stroke Certification Program (the "Medical Directorship Services"):

a. Oversee and supervise the overall operation and accreditation of the Stroke Certification Program and perform all administrative, supervisory and education functions in relation to the operation of the Services, and as reasonably required from time-to-time by the Hospital's CEO, or his/her designee;

b. Provide quarterly standardized reports on metrics, reviewed by Hospital administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees;

c. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;

d. Promote the growth and development of the Stroke Program in conjunction with Hospital with special emphasis on expanding the Stroke Certification Program;

e. Inform Hospital administration and the Medical Staff of stroke neurology treatment and applications and recommend innovative changes directed toward improved patient services;

f. Develop and implement Stroke Certification Program protocols, guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

g. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;

h. Participate in Quality Assurance and Performance Improvement activities related to Stroke Program services by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;

i. Assess and recommend to Hospital administration a sufficient number of qualified and competent staff members to provide patient care;

j. Assess and recommend to Hospital's administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Stroke Certification Program;

k. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;

l. Monitor the use of equipment and report any malfunction to Hospital administration;

m. Assist Hospital in the selection of outside sources for needed medical professional services;

n. Provide input, if applicable, to Hospital in the appeal of any denial of payment of Hospital charges relating to the Services; and

o. Perform such other administrative duties as reasonably necessary to the Stroke Program or Department as assigned.

p. Complete required education for Hospital to maintain certification, which is currently, eight (8) or more hours of education per year on cerebrovascular disease and/or acute stroke care.

Medical Director shall be required to submit monthly time records which details with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.3.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for the Provider to perform the Services and Medical Directorship Services under this Agreement, including a designated Stroke Program office; provided however, such space and any equipment therein excludes any use unrelated to the Services and Medical Directorship Services (i.e., Provider's private office space)). Provider shall not have exclusivity over any space or equipment for any purpose not related to the proper functioning of the Department and the Stroke Program.

b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department and the Stroke Certification Program which is in furtherance of the Services and Medical Directorship Services; provided however such use of equipment excludes any use unrelated to the Services and Medical Directorship Services (i.e., Provider's use of any Hospital equipment for services unrelated to the needs of the Hospital). Hospital retains the right to review such equipment use and discontinue the provision of equipment if it reasonably believes any improper use has occurred or reasonably may occur.

3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within

personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Provider access to the hospital Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities, and;

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider $1735.00 per day for coverage of both On-Call rotation schedules, or for an annual amount not to exceed $633,275. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

5.2 Compensation for Medical Directorship Services. As compensation for the Medical Directorship Services as described in Section 2.14, the Provider shall be entitled to an hourly compensation of One Hundred Fifty Dollars ($150.00) per hour for up to one-hundred twenty (120) hours per year, as documented and verified pursuant to accurate and complete time records submitted by the Medical Director. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Medical Directorship Services provided hereunder.

5.3 Time Studies/Payment. Medical Director shall record in hourly increments time spent on the various responsibilities for the Medical Directorship Services on a weekly basis via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Medical Director shall submit such time studies to the Hospital's Fiscal Services Department by the 12th of each month for the preceding month. Failure to submit the required time study by the 12th of each month will delay that month's payment until the time study is received. Medical Director will be paid on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on August 1, 2020, and subject to paragraph 7.5, shall remain in effect through July 31, 2023 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation.

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

1. The exclusion of Provider from participation in any federal health care program;

2. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:

1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or

2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff; or

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that,

in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program; or

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or

3. The failure of Hospital to maintain full accreditation by The Joint Commission; or

4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

5. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant

to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.

7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment 1.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC Ethics Point hotline located at http://umcintranet/compliancehotline.html. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns.

To the extent expressly authorized by the Nevada Revised Statutes, Hospital shall indemnify and hold harmless, Provider, its officers and employees (including but not limited to Medical Director), from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Hospital, its employees, representatives, successors or assigns.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Provider: Stroke and Neurology Specialists
Attn: Tamer Ammar, M.D.
10001 S. Eastern Ave., Ste 200
Henderson, NV 89052

7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

i. Professional Services Agreement dated June 21, 2017, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:
Stroke and Neurology Specialists

By:_____
Name: Tamer Ammar, M.D.
Title: President

Hospital:
University Medical Center of Southern Nevada

By:_____
Name: Mason VanHouweling
Title: Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

a. Provider shall deliver to the Department and the Hospital 24 hours per day, 7 days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff. Hospital agrees that Provider shall receive 100% of the Neurology and Stroke Neurology call schedule rotation.

b. The Neurology and Stroke Neurology rotation schedule may be concurrently covered by one (1) Member Physician.

c. Response times for On-Call Services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy.

Clinical Services:

a. Provide daily rounds, on-call and consultative coverage to Hospital's neurology and stroke neurology inpatients and patients under observation of the Department, as well as Emergency Department patients and Trauma Department patients.

b. All neurology and stroke neurology inpatients shall be assessed by the on-call physician within 24 hours of admission.

Service Location: All services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physician(s):

a. Tamer Ammar, M.D.
b. Miracle Wangsuwana, D.O.
c. Syed Ali, M.D.

EXHIBIT B
STANDARDS OF PERFORMANCE

The Provider shall ensure that all Member Physicians comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same

(including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

k. The parties recognize that as a result of Hospital's patient *mix,* Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: 1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 30 days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.

t. Provider shall provide a quarterly report to include at a minimum the following: (i)inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.

u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

w. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate.

Attachment 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non Employees / Allied Health Non Credentialed / Dependent Allied Health / Temporary Staff / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/11; 1/08; 4/07; 10/01; 6/99	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All Credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management Department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures; The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training, and licensure be appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Employee Education information with an on-going list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide individual's applicable education, training, and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
    a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
    b. Required licensure, certification, or registration as applicable.
    c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocal. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. Physical examination or certification from a licensed physician stating good health.
4. Current (within the last 12 months) negative TB skin test or blood test, or for past positive individual's a sign and symptom review and Chest X-ray if any documented positive signs and symptoms.
5. For individuals exposed to Blood and body fluids; Hepatitis B series, a titer showing immunity or a signed declination statement if vaccine refused. UMC will provide form for declination as needed.
6. A history of chicken pox, a titer showing immunity, or proof of 2 varivax vaccinations.
7. Measles, mumps and rubella titers showing immunity, or proof of 2 MMR vaccines
8. Current Influenza and Tdap vaccine. Influenza vaccine required between October1st and March 31st. Any staff with a medical reason for refusing a vaccination must sign declination.
9. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.\Measles/Mumps/Rubella Immunizations or adequate titers. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide UMC authorization to audit these files upon request.
10. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements, and (4) on an annual basis.
    a. Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission, and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
    b. Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.

c. Competency assessments must include an objective, measurable system, and be used periodically to evaluate job performance, current competencies, and skills.

d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of HR.

e. The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:

i. Knowledge and ability required to perform the written job description;

ii. Ability to effectively and safely use equipment;

iii. Knowledge of infection control procedures;

iv. Knowledge of patient age-specific needs;

v. Knowledge of safety procedures; and

vi. Knowledge of emergency procedures.

11. Contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.

12. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.

13. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.

14. Contractor submits to Hospital for annual review:

a. The level of competence of the contractor's allied health providers that meets UMC standards; and

b. The patterns and trends relating to the contractor's use of allied health providers.

15. Contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities; and, ensures badge is returned to HR upon termination of service.

16. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to HR for individual's personnel file.

Non Clinical Short Term Temporary Personnel

Non clinical short term personnel on site for construction, remodeling or new project implementation purposes will abide by Hospital's I-179 Vendor Roles and Responsibilities and/or Engineering Department processes. This process is applicable to anyone that is on property ninety (90) days or less.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to HR to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:

a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.

b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering Department.

c. Monitoring and evaluation will include:

i. Preventive maintenance;

ii. Identification and recordation of equipment management problems;

iii. Identification and recordation of equipment failures; and

iv. Identification and recordation of user errors and abuse.

d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.

2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:

a. Capabilities, limitations, and special applications of the equipment;

b. Operating and safety procedures for equipment use;

c. Emergency procedures in the event of equipment failure; and

d. Processes for reporting equipment management problems, failures and user errors.

3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:

a. Knowledge and skills necessary to perform maintenance responsibilities; and

b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:

a. Copy of contract

b. Copy of Contractor's liability insurance (general and professional)

c. Job description

d. Resume

e. Copy of current Driver's License **OR** One 2x2 photo taken within 2 years

f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.

g. Current license verification/primary source verifications

h. Competency Statement/Skills Checklist (Contractor's and UMC's)

i. Annual Performance Evaluation(s)

j. UMC Department Specific Orientation

k. Attestation form/letter from Contractor completed for medical clearances

l. Completion of Non-Employee specific orientation

2. The following documents may be maintained at Contractor's Office:

a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health, (Clinical Personnel) Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC.

b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge, and IT security access.

c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation – Provided by the Employee Education Department

1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
3. Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler. RN orientation will be scheduled by the appropriate responsible UMC Manager.
4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Employee Education. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
2. Complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

1. Duties will be assigned by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
2. Administer care utilizing the standards of care established and accepted by UMC.
3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Employee Education department.
5. Administer narcotics as appropriate to position and scope of practice.

Attachment 2

Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

Presents a false/fraudulent claim for payment/approval;
Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
Provides less property or equipment than claimed; or
Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, violators can be liable for treble damages plus a penalty that is linked to inflation. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

presents or causes to be presented a false claim for payment or approval;
makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
conspires to defraud by obtaining allowance or payment of a false claim;
has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are 6 months to 1-year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

reinstatement with the same seniority; or
damages in lieu of reinstatement, if appropriate; and
two times the lost compensation, plus interest; and
any special damage sustained; and
punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the UMC Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Hotline at http://www.goldenegg.ethicspoint.com,or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or 702-383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Solo Proprietorship	☐ Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☑ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 2

Corporate/Business Entity Name:	AMMAR, PLLC d.b.a. Stroke and Neurology Specialists		
(Include d.b.a., if applicable)	Stroke and Neurology Specialists		
Street Address:	10001 S. Eastern Ave #200	**Website:**	N/A
City, State and Zip Code:	Henderson, NV 89052	**POC Name:**	TAMER AMMAR, MD
		Email:	TAM.AMR@gMAIL.COM
Telephone No:	702 790 1521	**Fax No:**	702 410 6670
Nevada Local Street Address: (If different from above)	Same as above	**Website:**	N/A
City, State and Zip Code:	Same	**Local Fax No:**	Same
Local Telephone No:	Same	**Local POC Name:**	Same
		Email:	same

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)
TAMER AMMAR	MANAGER	100 %

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

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

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

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

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

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

Signature

TAMER AMMAR
Print Name

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

MANAGER
Title

06/10/2020
Date

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

Issue:	**Amendment Three to Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Three to Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions; authorize the Chief Executive Officer to exercise any extension options within his delegation of authority; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000851000
Funded Pgm/Grant: N/A
Description: Chargemaster Renewal
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 3 – extend through 8/31/2021 plus two (2) optional one (1) year renewals
Amount: $72,200.00, potential aggregate is $1,135,200.00
Out Clause: 30 days w/o cause

BACKGROUND:

On August 20, 2018, UMC entered into a contract with HCS Healthcare Consulting Solutions (HCS) to provide a comprehensive chargemaster update with education, training, process improvement recommendations, and ongoing quarterly Charge Description Master (CDM) education and training to hospital staff.

Amendment One, effective April 24, 2019, exercised the one (1) year extension option to reflect a new termination date of August 31, 2020; added new Exhibit D on ER Epic Charge Navigator Review to review, evaluate and refine the Evaluation and Management Criteria utilized by Trauma and Emergency Departments; and amended the Compensation section to add an additional not-to-exceed amount of $30,000.00, bringing the total contract value to not-to-exceed $102,200.00. Amendment Two, effective November 11, 2019, added Scope of Work #2, Ongoing CDM Technical Support and Assistance (October 1, 2019 to August 31, 2020) and amended the Compensation section to add an additional not-to-exceed amount of $30,800.00, bringing the total contract value to $133,000.00.

This request is for approval of Amendment Three, effective September 1, 2020, extends the term of the Agreement through August 31, 2021, and adds two (2) one-year optional renewals. Amendment Three also amends the Compensation section to add an additional not-to-exceed amount of $1,002,200.00, bringing the total potential contract value to not-to-exceed $1,135,200.00.

Cleared for Agenda
July 22, 2020

Agenda Item #
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Staff also requests Board authority for the Chief Executive Officer to exercise the term renewal options at his discretion if deemed beneficial to UMC.

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

HCS currently holds a Clark County vendor registration.

AMENDMENT THREE TO SERVICE AGREEMENT

This Amendment is made and entered into as of date of last signature set forth below ("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**" or "**UMC**") and NEUSTAEDTER & ASSOCIATES, INC. D/B/A HCS HEALTHCARE CONSULTING SOLUTIONS (hereinafter referred to as "**COMPANY**" or "**HCS**").

RECITALS:

WHEREAS, the parties entered into a Service Agreement dated August 20, 2018 (hereinafter referred to as "**Agreement**") for comprehensive chargemaster review and education;

WHEREAS, on April 24, 2019, the parties entered into Amendment One amending various sections of the Agreement, including Compensation, Term, and other changes as documented; and

WHEREAS, on November 12, 2019, the parties entered into Amendment Two amending various sections of the Agreement, including Compensation, Term, and other changes as documented; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment Three to extend the term of the Agreement including the Scope of Work and provide for additional compensation (as described below).

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 I: Term of Agreement, is hereby deleted in its entirety and replaced with, "HOSPITAL agrees to retain COMPANY for the period from September 1, 2018 through August 31, 2021 ("Term") with the option to extend for two (2) additional periods of up to twelve (12) months. During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement."
2. Exhibit A, Scope of Work, is hereby amended to extend the Scope #1: Comprehensive Chargemaster Review and Update with Education/Training and Process Improvement Recommendations from September 1, 2020 through August 31, 2021.
3. Exhibit A, Scope of Work, is hereby amended to extend the Scope #2: Ongoing CDM Technical Support and Assistance from September 1, 2020 through August 31, 2021.
4. Section II.A Compensation, is hereby amended to add an additional not to exceed amount of $1,002,200.00 for the Term of this Agreement through August 31, 2023, if option to extend for additional periods is exercised.
5. 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.
6. 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 Three, the terms and conditions of this Amendment Three shall govern, prevail, and control. All references to the Agreement shall include this Amendment Three.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Three as of the date first set forth above.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

COMPANY:
HCS HEALTHCARE CONSULTING SOLUTIONS

By: _____
Jeffrey A. Neustaedter
President

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 1

Corporate/Business Entity Name:	Neustaedter & Associates, Inc.	
(Include d.b.a., if applicable)	d.b.a. HCS HealthCare Consulting Solutions	
Street Address:	3965 W. 83rd Street, Suite 310	**Website: www.hcsglobal.net**
City, State and Zip Code:	Shawnee Mission, KS 66208	**POC Name: Jeff Neustaedter** **Email: jneustaedter@hcsglobal.net**
Telephone No:	800.659.6035	**Fax No: 800.376.9137**
Nevada Local Street Address: **(If different from above)**	65 El Rio Court	**Website: www.hcsglobal.net**
City, State and Zip Code:	Henderson, NV 89012	**Local Fax No: N/A**
Local Telephone No:	702.638.2989	**Local POC Name: Glenda Schuler** **Email: gschuler@hcsglobal.net**

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)
Jeffrey Alan Neustaedter	President	100%

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

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

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

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

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

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

Signature — Jeffrey A. Neustaedter (Print Name)

President (Title) — 6/29/2020 (Date)

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Press Ganey Strategic Workforce Solution Amendment Two and Statement of Work**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board Amendment Two and the Statement of Work between Press Ganey Strategic Workforce Solutions and University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000865000 Funded Pgm/Grant: N/A
Description: Statement of Work for Employee Engagement Survey
Bid/RFP/CBE: RFP 2014-11
Term: 3 years (increasing total term from July 1, 2015 to January 31, 2023)
Amount:

Master Service and License Agreement	$606,875.00
Amendment 1	$496,849.96
Statement of Work	$135,101.00
TOTAL COST OF CONTRACT	$1,238,825.96

Out Clause: 180 days w/o cause

BACKGROUND:

On April 22, 2015, the Governing Board awarded RFP No. 2014-11 for Patient Satisfaction/Experience Tool to Avatar International, LLC d/b/a Avatar Solutions. Avatar Solutions provided a survey tool to measure patient (i.e. inpatients, outpatient clinics, and outpatient surgery and general) experiences and perceptions of the service they received during a stay or visit at UMC. In addition, Avatar provided Employee and/or Physician Surveys (up to 2 Cycles) to measure employee and physician perceptions and their engagement with their work environment. The Agreement term is from July 1, 2015 through June 30, 2020 unless terminated by UMC without cause with a 180-day written notice. In May 2016, Press Ganey Associates, Inc. acquired Avatar Solutions.

On March 28, 2019, the Board approved Amendment 1 to the Master Service and License Agreement which added hospital engagement surveys for the NTE two (2) year total cost of $496,849.96 and extended the term through February 28, 2021.

Cleared for Agenda
July 22, 2020

Agenda Item #
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This Amendment adds a Statement of Work for Press Ganey to conduct employee engagement surveys for UMCSN for the years 2020 and 2022. The total cost of the Statement of Work of $135,101.00 is divided between all three years of the term, increasing the base term expiration from February 28, 2021 to December 30, 2022. Amendment Two also extends the Master Agreement to run concurrently with the SOW through December 31, 2022.

UMCSN's Director of Human Resources has reviewed the quote and recommend approval by the Governing Board.

The Amendment and Statement of Work have been approved as to form by UMC's Office of General Counsel.

Press Ganey Associates, Inc. maintains a valid and current license with Clark County, Nevada.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

PRESS GANEY®

AMENDMENT TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **University Medical Center of Southern Nevada** ("Client") (and together with Press Ganey, the "Parties") as of _____ ("Amendment Effective Date").

WHEREAS, the Parties have entered into a Master Services Agreement effective July 1, 2015, as amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments to the Agreement.** As of the Amendment Effective Date, the Agreement is hereby amended as follows:

    a. The Parties hereby agree to extend the Term of the Agreement beginning **March 1, 2021** through **December 31, 2022**. All current fees will increase three percent (3%) annually during the extended term.
    b. All other terms and conditions have not changed and remain in full effect.

2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.

3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (Client #7020)	**PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)**
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

EXHIBIT I
PRESS GANEY STRATEGIC WORKFORCE SOLUTION
STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of **June 1, 2020** ("Effective Date") by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **University Medical Center of Southern Nevada** ("Client," and together with Press Ganey, the "Parties"). This SOW is entered into pursuant to and subject to the terms and conditions of the Master Services and License Agreement between the Parties dated July 1, 2015, as amended (the "MSA"). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

The term of this SOW commences on the Effective Date and continues through **December 31, 2022** (the "SOW Term")**.** Notwithstanding anything to the contrary in the MSA, this SOW shall expire and not renew. The first seven (7) months (which shall constitute Year 1), and each consecutive twelve (12) month period thereafter, of the SOW Term, is herein referred to as a "Year" and each individual Year may be specifically referred to with subsequent numbering, i.e. Year 1, Year 2, Year 3.

1. PRESS GANEY STRATEGIC WORKFORCE SOLUTIONS IN BRIEF

Press Ganey partners with client organizations to deliver an array of contemporary workforce solutions aimed at addressing needs specific to the current healthcare environment:

- Build an engaged and resilient caregiver workforce
- Align caregivers around enterprise priorities: safe, high-quality, patient centered care
- Ensure optimal practice environment and culture of safety
- Build and enable leader effectiveness

This is accomplished by providing state of the art cultural measurement, reporting insights and analytics, supporting improvement initiatives and developing leaders in healthcare organizations. Press Ganey helps to "connect the dots" between patient experience, clinical care, safety management and workforce results, to deliver on the patient promise of safe, high quality, patient centered care, built on a foundation of a resilient, engaged caregiver workforce.

2. CONFIGURATION AND SPECIFICATIONS

Notwithstanding anything to the contrary herein, the Parties agree that no surveys may administered during Year 2 of the SOW Term; survey administration may only occur in Year 1 and Year 3. The following information reflects Client's specific survey service details, which may be administered during the SOW Term:

Components included in this SOW:	**Employee, Physician**
Number of Employees per Year:	**3,900**
Number of Physicians per Year:	**499**
Maximum Number of Surveys per Component per Year:	**One (1)**
Maximum Number of Onsite Days per Year:	**Two (2)**
Maximum Number of Pulse Surveys per Year:	**N/A**

3. FEES AND PAYMENT.

a. Service Fee. Client agrees to pay Press Ganey a service fee ("Service Fee") for each Year, in accordance with this SOW. The Service Fee for each Year of the SOW Term is as indicated in the SOW Term Service Fee Table below.

SOW Term Service Fee Table

Year 1 June 1, 2020 – December 31, 2020	Year 2 – NO SURVEY January 1, 2021 – December 31, 2021	Year 3 January 1, 2022 – December 31, 2022
$43,709	$45,020	$ 46,371

b. Invoicing. Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.

c. Expenses. The Service Fee does not include travel or lodging expenses, which are invoiced monthly as incurred.

d. Onsite Days. An Onsite Day includes up to six (6) hours of meetings and/or presentations in a 12-hour period. Onsite Days do not carry over from Year to Year.

e. Commencement. Each survey must be initiated during the applicable Year of the SOW Term, except that in the final Year prior to expiration or termination of this SOW, each survey must be initiated by the end of the seventh (7^{th}) month of such Year. Service allotments will not 'roll over' to a subsequent Year, and Client will receive no refunds or credits should it elect not to receive any of the allocated services set forth in this SOW during a given Year.

f. Additional Services. The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:

i. **Additional Onsite Days**. Client may, upon mutual agreement of the Parties, add additional onsite days at a rate of $3,500 per day ("Additional Onsite Fee").

ii. **Additional Participants**. Client may, upon mutual agreement of the Parties, add additional (i) employees at a rate of $13.00 per employee, per Year, and (ii) physicians at a rate of $34.00 per physician, per Year ("Additional Participant Fee").

iii. **Custom Reporting**. Client may, upon mutual agreement of the Parties, add custom reporting at a rate of $200.00 per hour ("Custom Reporting Fee").

iv. **Term Runover**. Client acknowledges that if any survey(s) outlined herein have been initiated, but are not completed, by the expiration of the SOW Term and Client wishes to complete any such survey(s), Client may, upon mutual agreement of the Parties, extend the SOW Term at a rate of $3,937.00 per month ("Runover Fee") through the completion of such survey(s).

v. Additional Onsite Days, Additional Participants, Custom Reporting, and Term Runover are collectively referred to as the "Additional Services"; The Additional Onsite Fee, Additional Participant Fee, Custom Reporting Fee, and Runover Fee are collectively referred to as the "Additional Services Fees".

vi. Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail

approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.

vii. Additional Onsite Fee(s), Custom Reporting Fee(s), and Term Runover Fee(s) will be invoiced as incurred. Additional Participant Fee(s), for the current Year, will be invoiced as incurred, and for any Years thereafter will be invoiced on the same schedule as the Service Fee.

g. Escalation. Notwithstanding anything to the contrary in the MSA, the Additional Service Fees (except for the Runover Fee), for each Year of the SOW Term, shall each increase by five percent (5%) per Year ("Escalator").

4. SERVICE ASSURANCE.

a. Press Ganey Holidays. Press Ganey recognizes the following nine (9) holidays and all offices are closed on these days or their days of observance:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

b. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.

c. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

5. CLIENT RESPONSIBILITIES. Client shall:

a. Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms.

b. When requesting a survey administration, provide a minimum of twelve (12) weeks' notice prior to anticipated survey initiation, in order to allow for the required set up.

c. In the event that any Client personnel with access to Press Ganey applications and/or systems ceases to be employed by Client, Client shall promptly notify Press Ganey so that such personnel's access to Press Ganey applications and systems can be promptly terminated.

d. Technical Requirements. For security and site performance reasons, it is highly recommended that all clients use IE 11, Chrome 2+, Firefox 4+, or Safari 3+ when accessing Press Ganey's online systems. Effective January 2016, Microsoft will no longer support browsers below Internet Explorer version 11 (IE11). Future enhancements to Press Ganey reporting applications will only be designed and tested for

vendor-supported browsers, such as IE11 and Chrome. Please visit pressganey.com/terms for additional information.

6. CLIENT SERVICES

a. **Strategic Overview and Planning**

- At the commencement of this agreement a strategic dialogue with the Executive team and/or Executive project sponsor, led by a member of Press Ganey's Advisory team, will result in identification of organizational needs and capabilities.
- The result of this strategic conversation will ensure alignment of survey plans with organizational priorities. It will also ensure that support needs specific to your organization are addressed in advance of survey administration.

b. **Measurement & Survey Instruments**

i. Employee and Physician Engagement Survey

- The **Engagement Model** provides an empirical framework for the **Employee Survey** and includes three domains that represent the key driver items for each. The **Organization** Domain measures employee attitudes toward the organization. The **Manager** Domain measures employee attitudes toward the immediate manager and supervisors within the work group/department. The **Employee** Domain measures employee attitudes toward their job and the performance of coworkers and report group. Press Ganey surveys use valid, reliable items linked to robust national employee health care benchmarks.
- The Physician Engagement & Culture Survey adds a fourth component of **Alignment** to assess provider alignment with organizational direction and priorities, in addition to **Engagement.**
- Additional survey items can be added to address specific organizational needs. The Employee Survey also includes demographic questions and optional open-ended questions. The surveys use a five-point response scale to measure performance.
- Resilience Survey Module - The Press Ganey's Resilience Survey consist of 8 items. The survey was psychometrically tested and validated using respondent-level calculations. Current reporting for Engagement metrics is designed to display data at the group average level. Resilience metrics in the Engagement Portal will be provided at the at the group average level. Benchmark comparisons will be provided as they become available.
- Survey customization including logo, welcome / thank you messaging is included.

c. **Survey Administration Services and Support**

i. *Survey Planning and Management*

- Best practice guidance to assist with Pre-Survey Communication Strategies to drive optimal participation
- Access to a designated Account Manager who will work collaboratively with Client's Human Resource Business Partner (HRBP) on the implementation and Administration of Client's Engagement survey.
- Survey design meetings to ensure Client's strategic objectives are attained.
- Collaborate to align organization structure and strategy with expected reporting outputs to drive improvement initiatives. All mapping to be finalized prior to survey launch. If additional mapping

support is needed, client may request a mapping expert for on-site sessions at an additional fee plus travel expenses.

- Assist with survey set up and administration through Press Ganey's Engagement Portal solution.

ii. *Client Support Desk*

- Access to Press Ganey's client support desk who will provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

iii. *Survey Administration*

- Web-based survey administration via Press Ganey's online survey is secure, easy to navigate, and features real time response review by designated users. Survey questions can be routed or branched based on defined demographics. Optional use of passwords enables linking to HRIS data, which auto-fills employees' demographic information and report group mapping. Online surveys are easily accessed using most up-to-date browsers, make no demands on Client's IT resources and leave no lasting footprints, cookies or DDLs.
- Compilation and reporting of English responses to **two** open-ended survey items is included.
- Use of Unique Survey Links or Survey Passwords enable "Pre-filling" of demographic data tied to each participant's data through the HRIS data file.
- Electronic Survey Invitation and two survey reminders sent to each employee

d. **Dynamic Reporting Portal**

i. Enterprise, facility and report group level results and insights from the Culture & Engagement Survey are delivered through an intuitive, interactive, web-based solution, providing the most meaningful metrics for leaders at all levels. Portal features will be activated as required inputs are used (core items, standard demographics, etc.). The Engagement Portal features enhanced reporting and analytic views, including:

- Summary Dashboard – to view key performance metrics at a glance
- Multiple Hierarchical Views – to view multiple versions of mapping sequence
- Filtering & Trending Options – to view segments based on key demographics and historical scores
- Historical Trending - for one year of history across two hierarchies within the standard dashboard. (does not apply to new or migrating clients in Year 1)
- Detailed Item Views – to view item level scores from various perspectives such as Ranking View, Percentile Ranking View
- Key Strengths & Concerns – at all levels of the organization
- Ad Hoc Reporting Feature – allows the user to define report parameters
- Comment Analytics – sentiment and themes of open-ended item responses when standard open-ended questions are used
- Integrated Action Planning Tool - provides guided action planning, complete with Solution Starters representative of client best practices and web-based video tutorials
- Ability to export results to multiple file formats

ii. Standard reporting:

- Survey responses are processed and analyzed for each group in the hierarchy, including mean scores for domains and survey items, difference scores (from benchmarks), response frequencies (n size) and response distribution (% unfavorable, % neutral and % favorable).
- Applicable Press Ganey Standard National Benchmarks will be provided. Press Ganey recommends the National Health Care Benchmark and a second National Benchmark to be selected by client from Press Ganey's standard list of National Health Care Benchmarks. Additional benchmarks are available at an additional cost.
- Results are provided for all groups meeting the minimum response threshold. Those not meeting the threshold will be "rolled up" into the next highest reporting level.
- Web-based support includes step by step guides and videos to navigate the engagement portal.

iii. Access to Press Ganey's online reporting platform will be available until termination of this agreement.

iv. Press Ganey's Advisor will provide a virtual Engagement Portal training to Client (up to 2 hours) to educate leaders on how to access the tool and pinpoint opportunities for improvement.

e. **Insights and Recommendations**

i. **System Level Executive Overview** - Advisors will prepare an interpretive summary of the overall organization results in the form of an **Executive Overview** that includes key metrics and comparisons to national benchmarks. A summary of key organizational strengths and concerns is provided along with recommendations for post-survey action planning.

ii. **System Level Key Driver Analysis** – is an advanced analysis that identifies the primary drivers of engagement based on multiple regression to isolate survey items that most powerfully impact an outcome of interest based. This analysis is most commonly used to determine survey items that greatly influence employee commitment.

f. **Ongoing Advisory Guidance & Support**

i. Coupled with the survey tool design, survey administration and results reporting, Press Ganey Workforce Solutions ongoing advisory support model represents a comprehensive, end-to-end solution for evolving organizational culture, and improving workforce engagement and resilience. Clients receive structured support from engagement and organizational development experts throughout the term of this agreement.

ii. Expert Advisors will collaborate with client to provide these additional services at the commencement of each project and throughout the agreement:

- A designated Advisor to guide the rollout of Client's engagement results and support the planning and execution of strategies and tactics to help drive improvement. In addition to virtual support to Client's leaders, the Advisor will deliver the Insights & Recommendations derived from the survey to Client's executive leadership team.
- Guidance to culture and engagement improvement based on Press Ganey's Playbook for Managers and Senior Leaders, A detailed guide to interpreting results, planning feedback meetings with a team and creating an action plan on selected issues.
- Participate in a virtual project Kickoff Session to assess and align efforts with current organizational priorities, offering guidance on item selection and benchmarking, and support the development of the organizational hierarchy

- Facilitate goal setting efforts in conjunction with Client's primary contact
- Live interactive demonstrations of web-portal use and results review
- Develop and deliver robust support for senior leaders and managers. Once the results are compiled, the team develops a training strategy that disseminates organization-level results and provides managers/leaders with the tools, knowledge and skills to easily interpret their results, share findings and drive improvement strategies.
- Recommend Pulse survey strategy, based on each Engagement survey, to assess progress to goals and drive accountability
- Participate in Executive Business Reviews with the Press Ganey account team and organizational leadership as available
- Facilitate Peer Networking as desired for idea-sharing among Press Ganey clients of similar make up

g. **Continuous Research Updates and Feature Upgrades**

i. Press Ganey is committed to continuous research, best practice publishing and networking, and programmatic updates to help clients drive and sustain greater levels of performance. Clients will have access to the following:

- Portal based access to Press Ganey Solution Starters mapped to key survey questions and concepts, videos and other improvement support content
- Access to Press Ganey published white papers and case studies
- Updates to health care focused engagement trends
- Analysis of latest linkages at the national level between caregiver engagement and other key business outcomes
- Teleconferences and web-based workshops highlighting client best practices and industry trends
- Participation in CHRO Summit and NCC events (additional costs may apply) for networking and product enhancement input opportunities

In Witness hereof, the Parties have executed this Statement of Work as of the Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (CLIENT #7020)	**PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Issue:	**Change Order to Resuscitation Quality Improvement Program Master Agreement**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Change Order to the Resuscitation Quality Improvement Program Master Agreement between RQI Partners LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options and approve future orders within his delegation of authority; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000872000
Funded Pgm/Grant: N/A
Description: Resuscitation Quality Improvement Program
Bid/RFP/CBE: NRS 332.115(1)(k)
Term: 7/1/2020 – 10/31/2022
Amount: $23,100.00
Out Clause: 180 days without cause after first year

BACKGROUND:

In June 2019, UMC entered into a Master Services Agreement ("Agreement") with RQI Partners LLC to provide annual subscription access (1,384 licenses) and 14 training stations on the Resuscitation Quality Improvement (RQI) Program. RQI is a system developed jointly by the American Heart Association and Laerdal Medical to assist in the continuous improvement of resuscitation skills provided by healthcare workers through learning activities, performance feedback and measurement, as well as actual skill application in medical situations.

This Change Order adds to the Agreement an additional RQI class and two (2) RQI carts to be made accessible for employee training and recertification. The additional cost will increase the value of the contract to $522,795.04.

In accordance with NRS 332.115(1)(k), the competitive bidding process is not required as the products are instructional materials and subscriptions.

UMC's Clinical Manager of Professional Practice Services has reviewed and recommends approval of this Change Order. This Change Order has been approved as to form by UMC's Office of General Counsel. RQI Partners LLC currently holds a Clark County vendor registration.

Cleared for Agenda
July 22, 2020

Agenda Item #
15

DocuSign Envelope ID: 3E617B7F-08B4-4859-A33A-DB54B90E00DE

RESUSCITATION QUALITY IMPROVEMENT
An American Heart Association and Laerdal Program

RQI PROGRAM CHANGE ORDER

THIS CHANGE ORDER ("CO") is dated as of the dates set forth below, and is attached to and made a part of an RQI Agreement dated 6/24/2019 (the "**Agreement**"), by and between RQI Partners, LLC, a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Avenue, Suite P2020, Dallas, Texas 75231 (hereinafter "**RQIP**"), and **University Medical Center of Southern Nevada**, whose principal offices are located at 1800 W Charleston Blvd., Las Vegas, NV 89102 ("**Customer**").

In consideration of the mutual promises of the RQIP and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:

1. Additional Services

This Change Order modifies, amends, and supplements the Agreement,

a. in accordance with Quote # 0085-2, attached hereto as Exhibit A, for University Medical Center of Southern Nevada to add the following:

   a. 3 RQI Skill Stations; and
   b. 1 RQI Program Implementation.

The target go live date is 7/1/2020 and with a contract Term ending 10/31/2022.

2. The Agreement shall be extended through 10/31/2022, to be coterminous with Quote # 0085-2.

3. The Agreement as amended remains in full force and effect, except as otherwise modified, amended or supplemented by this Change Order.

RQI Partners, LLC	University Medical Center of Southern Nevada
Signed By: DocuSigned by: Chris D'Esposito E036FBD06CAF4E0...	Signed By:
Name: Chris D'Esposito	CUSTOMER NAME
Title: Chief Operating Officer	CUSTOMER TITLE:
Date: 7/13/2020	Date:

DocuSign Envelope ID: 3E617B7F-08B4-4859-A33A-DB54B90E00DE

RESUSCITATION QUALITY IMPROVEMENT
An American Heart Association and Laerdal Program

Exhibit A

Target Go Live: 7/1/2020

RESUSCITATION QUALITY IMPROVEMENT
An American Heart Association and Laerdal Program

Quotation

Quote #: Q-00885-2
Date: 6/18/2020
Expires On: 60 Days from Quotation Date

RQI Partners LLC

7272 Greenville Avenue
Dallas, Texas 75231
USA

Customer
Noel Madic
University Medical Center (UMC) of Southern Nevada
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102
USA
(702) 383-6289
noel.madic@umcsn.com

Regional Impact Manager: Amber Battles
Email: amber.battles@rqipartners.com

Annual Subscriptions

Number	PRODUCT NAME	CONTRACTED TERM	TOTAL QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Additional per Station Fee Expansion	28	3.00	$1,800.00	$12,600.00
				TOTAL:	$12,600.00

Initial and Implementation Fees

Number	PRODUCT NAME	CONTRACTED TERM	TOTAL QUANTITY	PRICE PER UNIT	TOTAL PRICE
2	RQI Skill Station	0	3.00	$0.00	$0.00
3	RQI Program Implementation	0	1.00	$10,500.00	$10,500.00
				TOTAL:	$10,500.00

*Implementation fee due upon Implementation Completion

CONTRACT TOTAL: $23,100.00

For Contract Term: 7/1/2020 - 10/31/2022.

This quote represents a good faith offer for services that, unless withdrawn orally or in writing by RQI Partners prior to acceptance, are accepted by signing and returning to the representative who submitted to you. The agreement created by your acceptance guarantees the pricing indicated in the quote subject to the terms and conditions contained in the Master Service Agreement, dated 6/24/2019, entered into between the parties. You will have 30 business days to review and either accept or reject without penalty to you.

Customer acknowledges that RQI Partners may conduct usage audits and invoice Customer, and Customer agrees to pay for any usage above the number of subscriptions specified in the Customer's Order Forms. Except in the case of an out of box failure or product defect, customer is responsible for replacing manikin faces and lungs, wipes, adult and infant bag, adult and infant clothing.

Appropriate sales tax will be added to invoice.

Page 1 of 1

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: N/A

Corporate/Business Entity Name:	RQI Partners, LLC	
(Include d.b.a., if applicable)		
Street Address:	7272 Greenville Ave, Suite P2020	**Website: www.rqipartners.com**
City, State and Zip Code:	Dallas, TX 75231	**POC Name: Chase Aldrich** **Email: Chase.Aldrich@RQIPartners.com**
Telephone No:	972-792-9377	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
American Heart Association	Parent Company	51%
Laerdal Medical Corporation	Parent Company	49%

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

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

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

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

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

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

Signature — Print Name: Chase Aldrich

Financial Analyst — Title

5/30/19 — Date

REVISED 7/25/2014

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

Issue:	**Amendment 1 to Service Agreement with Terminix, Inc.,**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 1 between Terminix Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Integrated Pest Management
Bid/RFP/CBE: NRS 332.115.1(b) Professional Services
Term: 07/27/19 – 07/26/24
Amount: NTE $339,190.00
Out Clause: For Convenience; Budget Fund Out

BACKGROUND:

On July 27, 2019, UMCSN contracted with Terminix inc., ("Terminix") for a two (2) year agreement for Integrated Pest Management. The contract is set to expire July 26, 2021.

This request is to approve Amendment 1 which seeks to add additional services to the Statement of Work, extend the term through July 26, 2024 and increase funding by $339,190.00 for a total not to exceed amount of $428,260.00.

UMCSN's Director of Environmental Services has reviewed the Amendment 1 and recommends approval by the Governing Board.

The Amendment 1 has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
July 22, 2020

Agenda Item #
16

AMENDMENT ONE

TO THE AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM

THIS AMENDMENT is made and entered into as of this 29th day of July, 2020, 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 the Terminix International Company Limited Partnership D/B/A Terminix Commercial (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled Agreement for integrated pest management program dated July 19, 2019, (hereinafter referred to as "Agreement"); and

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

NOW, THEREFORE, the parties agree as follows:

1. Section I – TERM OF THE AGREEMENT. Extend the expiration date to July 26, 2024.
2. Section II – COMPENSATION. Increase funding by $339,190.00 for a new cumulative not to exceed $428,280.00 to cover increased requirements for pest control. Any expenses/costs incurred by Contractor in excess of this amount shall be the sole responsibility of Contractor.
3. Exhibit A shall be fully replaced with the updated Exhibit A attached hereto.
4. Except as expressly amended in this Amendment One, the Agreement shall remain in full force and effect.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

CONTRACTOR:
THE TERMINIX INTERNATIONAL COMPANY LIMITED
PARTNERSHIP D/B/A TERMINIS COMMERCIAL

By: _____
Ronald C. Edens II.
Manager

EXHIBIT A
INTEGRATED PEST MANAGEMENT PROGRAM
SCOPE OF WORK

The Integrated Pest Management Program (IPM) will be specifically designed for the sensitive environment of HOSPITAL. It involves a thorough inspection of your facility and a weekly inspection monitoring program that utilizes the products and treatment methods that have the least impact on the residents and non-targeted organisms.

In order to prevent pests from derailing your day, COMPANY will implement a proactive and comprehensive Integrated Pest Management (IPM) program customized to the healthcare industry. This program will guard your facility and address your greatest concerns so you can go about your day.

Benefits include:

- Focus on the most important thing – patients – without worrying what is crawling between the rooms. A proactive strategy ensures pests aren't just eliminated, they are prevented.
- Keep patient treatment rooms in service by having quick and efficient service that addresses an issue with minimal delays.
- Allow patients to seek treatment with minimal disruptions due to flexible service times built around your peaks and valleys in patient flow
- The Integrated Pest Management Program (IPM) will be specifically designed for the sensitive environment of HOSPITAL. It involves a thorough inspection of your facility and a weekly inspection monitoring program that utilizes the products and treatment methods that have the least impact on the residents and non-targeted organisms.

  COMPANY will respond to any service requests within 4 hours to ensure that out of service rooms are treated with as little disruption as possible.

PESTS COVERED

COMPANY's Integrated Pest Management Program is designed to provide solutions to the common pests found around the outside foundation environment. This program will provide protection for the following common pests:

Roaches	Millipedes	Crickets
Ants	Centipedes	Silver Fish
House Spiders	Sow & Pill bugs	Rodents
Earwigs	Gnats	Fruit flys,

Pests such as Bees, Scorpions, Pharaoh Ants, Fire Ants, Carpenter Ants, Termites, Birds, Bats, Mosquitoes, and Brown Recluse Spiders may require intensive service in certain situations where infestation cannot effectively be controlled by maintenance service applications under current agreement. In this event, a formal proposal for additional services will be submitted.

Areas Covered

This proposal covers the following areas of the medical campus at 1800 W Charleston Blvd, 800 Hope Place and 2040

W Charleston Las Vegas, NV covering approximately 762,000 square feet

- 7 Story Tower
- Trauma Building
- Northeast Tower
- Southeast Building
- ER and ICU
- ASU
- Round Building/South Wing
- UMC Trauma and Children's Hospital
- UMC 2040 building (exterior of the building, and inside building (1st, 2nd, & 6th floors)

To include approximately 500 patient rooms as needed (on demand)

Off Site Locations

- Blue Diamond Quick Care
- Centennial Hills Quick Care & Primary Care
- Enterprise Quick Care
- Nellis Quick Care & Primary Care
- Peccole Ranch Quick Care & Primary Care
- Rancho Quick Care
- Rancho UMC Rehabilitation Center (exterior service only)
- Southern Highlands Primary Care
- Spring Valley Quick Care & Primary Care
- Summerlin Quick Care & Primary Care
- Sunset Quick Care & Primary Care
- 2231 Total Life Center (as requested)
- UMC's leased space inside Wellness Center

IPM TREATMENT METHODS WILL BE USED AS FOLLOWS

Integrated Pest Management (IPM) is the foundation of the protocols for servicing Health care facilities such as University Medical Center. Inspection and control strategies will go beyond the application of pesticides to include structural and procedural modification that may help reduce any pest pressure. These modification practices will be documented with site specific and detailed recommendations on each service ticket, in addition to verbal communication between the COMPANY Servicing Specialist and HOSPITAL'S Environmental Services Personnel.

a. Technician shall inspect and service all areas as listed in this program, following prescribed treatment schedule.

b. Monitoring Boards for trapping and control shall be placed in target pest zones where activity is most likely to occur for 24-hour protection.

c. Bait and Dusts will be used as defense against insect activity for roaches, ants, and Spiders.

d. Residual material will be used for knockdown and prevention of pest penetration.

e. Rodent Control will consist exterior rodent bait stations, interior glue boards and multi-catch units as a first line of defense. Interior use of Rodenticides will only be introduced to knock down a population if needed, then removed.

DOCUMENTATION OF SERVICES RENDERED / STRUCTURAL / SANITATION

a. ScanMaster program. Each monitoring device (bait stations, fly lights, tin cats) will be barcode tracked to ensure service was completed and to document activity history by device.
b. Environmental Services personnel will maintain a Pest Sighting Log which will be checked by the Service Technician each week during service.
c. A Service Ticket and Log Report will be completed after each treatment to inform you of any pest activity, structural, and or sanitation issues that need to be addressed and corrected.
d. Monthly activity trend reports will be printed and placed in the logbook on site.
e. COMPANY shall provide HOSPITAL with copies of Safety Data Sheets for all chemical's used for extermination.

QUALITY CONTROL AUDITS

Quality Control Audits will be conducted by a manager quarterly, and / or by request. A copy of the Quality Control Audit will be maintained in the Service Manual, and will receive the signature of the Terminix Representative and an authorized University Medical Center person at each visit

Service Schedule and Pricing

• Weekly		
o Treat Kitchen, food storage and back dock	$150 week	$7,800 annual
• Monthly (Main Campus)		
o Treat all ER entrances/patient flow areas	$1,775 month	$21,300 annual
o Service 35 Rodent Bait stations	$175 month	$2,100 annual
o Service 30 Flying Insect Lights Traps	$210 month	$2,520 annual
o Service 60 interior monitoring traps (tin cat)	$180 month	$2,160 annual
o General Pest Control Exterior	$360 Month	$4,320 annual
• Semi Annual		
o Exterior Power Spray (approx. 4k linear feet)	$1,500 Quarter	$6,000 annual
o Kitchen Drain Service	$35 per drain	
o Housekeeping/ER Staff Bed Bug Training	NO COST	
• On Demand Services		
o Patient room requests (covered pests)	NO COST	
o Intensive treatments (non-covered pests)	$120 per hour	
o Bee Services Under 10 Feet	$350 per job	
o Bee Services over 10 feet	Priced per job	

- o Bed Bug treatments
  - Single bed Private Day Rate - $425 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
  - Single bed Private Off Hours Rate - $825 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
  - Double bed semi private Day Rate - $625 Includes rapid freeze/steam/residual of both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
  - Double bed semi private Off Hours Rate - $1,125 Includes rapid freeze/steam/residual of both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
  - CT, X-ray Rooms, Waiting Rooms (Surgery and Admitting)
    - Day Rate - $1,000
    - Off Hours Rate - $1,500

- Off-site pricing per attached Location Spreadsheet
- The total not to exceed cost shall not exceed $428,280.00 for the associated period of performance of 07/27/2019 – 07/26/2024.

Initial Equipment Costs for main campus are included in monthly service price and include no cost replacements

• 35 Rodent Stations	$0
• 30 Flying Insect Traps	$0
• 60 interior monitoring Traps	$0

Service Details

Main Campus to include UMC Trauma and Children's Hospital, UMC 2040 building and UMC

- Weekly Services will include the following
  - Inspect and treat kitchens and food areas
  - Treat service entrances and dock areas
- Monthly Services
  - On demand services included to treat areas noted in Pest sighting log maintained by location
  - Remove spider webs from entrances
  - Treat all Entrances with residual
  - All vending and snack areas inspected and treated
  - Check, maintain and report on all exterior rodent devices. Replace rodenticides
  - Check, maintain and report on all interior monitoring traps. Replace glue boards
  - Check, maintain and report on all Flying Insect Traps. Replace Glue boards
- Semi Annual Service
  - Treat exterior with 90 day residual to maintain a pest free zone around all buildings.
  - Conduct bed bug training with housekeeping staff

Off Site Locations

- Bimonthly Services
  - Remove spider webs from entrances
  - Treat all Entrances with residual
  - Inspect and treat kitchens and food areas
  - All vending and snack areas inspected and treated
  - On demand services included to treat areas noted in Pest sighting log maintained by location
  - Treat service entrances and dock areas
  - Check, maintain and report on all exterior rodent devices. Replace rodenticides
  - Check, maintain and report on all interior monitoring traps. Replace glue boards
  - Check, maintain and report on all Flying Insect Traps. Replace Glue boards
- Semi Annual Service
  - Treat exterior with 90 day residual to maintain a pest free zone around all buildings.

Locations with Bimonthly service do not have a call back cost for 30 days from last service. After 30 days, the service fee for emergency services is $120 per hour for general pest issues (covered pests).

Terminix will provide all equipment for services. Only exceptions would be for exterior services requiring elevated work platforms, lifts etc.

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

Issue:	**CEO Annual Incentive Compensation**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee discuss CEO FY20 annual incentive compensation performance standards as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee and discuss CEO annual FY21 goals and objectives; and take action as deemed appropriate.** ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

Each year, the subcommittees of the Governing Board review the accomplishments of the CEO based on performance objectives approved by the Governing Board. During this meeting the CEO will present accomplishments associated with the Audit and Finance objectives.

Cleared for Agenda
July 22, 2020

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UNIVERSITY MEDICAL CENTER

June 2020
CEO Goals Update

UMC CEO Performance Objectives- Finance/ Operations

1. Meet or exceed fiscal year budgeted income from operations less depreciation and amortization

FY20 YTD Jun				
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops less Depr & Amort.	($17,252,598)	$10,819,282	($28,071,879)	(259.46%)

FY20 YTD Feb				
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops less Depr & Amort.	$6,704,516	$6,561,753	$142,762	2.18%

2. Implement new federal/state direct payment program to assist in UMC's supplemental reimbursement

- CFO will provide update

3. Actual SWB as a percentage of net revenue is equal to or less than 61.4%

REVENUE	FY20 YTD Jun- Actual	Target	Variance	% Variance
SWB as a percentage of net revenue	62.77%	61.40%		(1.37%)

REVENUE	FY20 YTD Jun- Actual	Budget	Variance	% Variance
SWB as a percentage of net revenue	62.77%	61.85%		(0.91%)

REVENUE	FY20 YTD Feb- Actual	Target	Variance	% Variance
SWB as a percentage of net revenue	62.60%	61.40%		(1.20%)

4. Decrease cost to collect .5% and bad debt expense .5% over prior year.

FY20 YTD Jun vs FY19 YTD Jun				
	FY20 YTD Jun	FY19 YTD Jun	Variance	% Variance
Cost to Collect	6.57%	7.44%		(0.86%)
Bad Debt Expense	168,239,364	193,523,171	(25,283,807)	(13.07%)

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

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

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