Audit and Finance Committee Meeting

Wednesday, June 21, 2023 2:00 p.m.

UMC Trauma Building - Providence Suite 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
June 21, 2023 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

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

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)

- 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

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of May 24, 2023. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive an update from Douglas Moser, Director of Materials Management, on GPO activities at UMC; and direct staff accordingly. (For possible action)

5. Receive the monthly financial report for May FY23; and direct staff accordingly. *(For possible action)*

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

7. Review and recommend for approval by the Governing Board the Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Eighth Amendment to Memorandum of Understanding with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Amendment One and Two to Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

14. 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
May 24, 2023

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 2:03 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

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

Absent:
None

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Shana Tello, Academic and External Affairs Administrator
Nate Strohl, Internal Auditor
Ron Roemer, Director of Clinical Research and Compliance
Rose Coker, Director of Managed Care
Susan Pitz, General Counsel
Emelia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments 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 April 19, 2023. *(For possible action)*

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

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

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive an update from Shana Tello, Academic and External Affairs Administrator and Nate Strohl, Internal Auditor regarding the Façade Project progress; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:
- Façade Project PowerPoint

DISCUSSION:
Shana Tello, Academic and External Affairs Administrator and Nate Strohl, Internal Auditor, provided an update on the progress of the façade project.

Mr. Strohl informed the Committee that he is performing an audit of the façade project and thanked Member Palenik for her guidance and support in establishing the risk assessment. Reporting on the façade audit will be provided quarterly, beginning in August.

Ms. Tello shared renderings, project timeline and construction update, adding the first phase of the project is on track and on time. The façade project is being coordinated and aligned with other projects going on in and around the hospital area.

The three major vendors that are contracted for the project are:

1. Martin Harris Construction – General Contractor;
2. Friedmutter Group – Architect; and
3. Grand Canyon Development Partners – Project Manager.

The total cost of the project and spend to date was discussed. A breakdown of the capital expenditures through project completion and financial details of the project, including potential budget needs, were shared with the Committee.

Funding opportunities may potentially be received from multiple sources, including the Visual Improvement Program Inflation Reduction Act, Nevada Clean Energy Fund, the Nevada Grant Lab and other local foundations in Nevada.

Lastly, Ms. Tello reviewed the risk mitigation strategies that are in place for things that could affect employees, patients, finance, safety and property. Chair Caspersen asked if the information that is in the project breakdown slide could be shared with the Committee as it relates to contracts that are being discussed for approval. This will help the Committee members track contracts that are new expenditures. The team responded that they could add a column that would show any new items that are added for approval.

FINAL ACTION TAKEN:
None taken

ITEM NO. 5 Receive an update from Ron Roemer, Director of Clinical Research and Compliance, on Clinical Research activities at UMC; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:
- Clinical Trial Research PowerPoint

DISCUSSION:
Ron Roemer, Director of Clinical Research and Compliance provided a high level overview of the clinical trial process and the financial benefits of conducting clinical trials at UMC.

The process was broken down in 2 categories, pre-award and post-award. The pre-award process determines what study can be done, what is paid by the sponsor or payor source and compliance with reimbursement. Once approved, the post-award process includes the site initiation and study startup, research coordination management, patient enrollment, billing compliance and study close-out. UMC is one of the leading clinical trial sites in the country. A workflow chart of the process for each patient was reviewed.

Mr. Roemer shared the financial benefits associated with conducting clinical trials. An example of the budget summary and payment schedule used to calculate clinical trial budgets was shown. A discussion ensued regarding the protocol for developing the budget analysis and associated costs, as well as reasons that clinical trials have been declined.

The non-financial benefits for the hospital is that there are reduced readmissions and proactive patient care. The benefits for patients include access to cutting-edge medical treatment, health monitoring and medication and devices are provided.

A review of the clinical trial financials for FY22 and FY23 year to date was provided. A lengthy discussion ensued regarding expansion of the clinical trials research provided at UMC and compliance standards and regulations involved in conducting clinical trials research.

FINAL ACTION TAKEN:
None taken

ITEM NO. 6 Receive the monthly financial reports for April FY2023; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- April FY23 Financials

DISCUSSION:
Jennifer Wakem, Chief Financial Officer presented the financials for April FY23.

Admissions were below budget 9.5% and AADC was at 628. Hospital CMI was1.84 and Medicare CMI was 1.81. Inpatient and outpatient surgeries were below budget approximately 5.5%. There were 14 transplants and ER visits were flat with budget. Approximately 21.5% of patients are being admitted from the ED.

Quick care visits were strong, but fell below budget 5.7%; Nellis, Centennial and Aliante were the key drivers. Primary cares were 5.5% below budget; Spring Valley, Nellis and Aliante were key drivers.

There were 509 telehealth visits and 1,564 Ortho Clinic visits.

Trended stats showed admissions were 1,951, about 160 below 2019 stats. AADC is high at 628 but is on a downward trend. ALOS continues to be high at 7 days; in 2019 we were at 5 days. Surgical cases continue on an upward trend. Payor mix trends by inpatient, ED and surgical types were briefly reviewed.

The income statement for April showed net patient revenue was almost $3.4 million above budget. Other revenue was $734K above budget. Overall net revenue was $9.1 million over budget and other operating expenses above budget $8.7 million. Income from ops before depreciation was $3.9 on a budget of $3.5 million.

The income statement year to date showed income from ops of $30.5 million on a budget of $33 million. Staff is optimistic that we will land favorable to budget by the end of the fiscal year. The income statement trended was shared as informational.

SWB for April showed labor above budget $7.7 million; $3.7 million of the overage is related to the impact of anesthesia and ortho. SWB trended shows contract labor is on a downward trend. Overtime as a percent of productive was 3.73%; a slight uptick, but still reasonable.

All other expenses were over budget approximately $1 million due to supplies, 340B, implants and purchased services.

Key indicators were reviewed briefly. Labor is in the red, primarily due to unbudgeted anesthesia and ortho services. There was a brief discussion regarding the benefits of employing anesthesia.

Days' cash on hand dropped to 54.1 days. Candidate for bill averaged 3.2 days. The cash collection goal was not met for the month; an action plan is in place to get back on track. Point of service collection goal is in the green.

Cash flow for April showed cash received was $52.7 million; $13 million was related to supplemental payments that were received. We are still awaiting other outstanding supplemental payments. The final bond payment will be paid September 2023.

Lastly, the balance sheet was shown.

Supplemental payments update: $150 million outstanding as of April. We continue to work with the State and County to get these payments settled.

FINAL ACTION TAKEN:
None taken.

ITEM NO. 7 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None

DISCUSSION:
Ms. Wakem provided a brief update on SB435 regarding the Provider Tax Fee. This bill language was amended to allow the state to collect a provider tax fee. Private hospitals could face a 15% administrative fee that the state could take. There is no impact to UMC.

FINAL ACTION TAKEN:
None taken

ITEM NO. 8 Review and recommend for ratification by the Governing Board the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Letter of Agreement
- Disclosure of Ownership

DISCUSSION:
This is a request for ratification of the letter of agreement, which will allow reimbursement for anesthesia and orthopedic services rendered in clams occurring prior to the agreement being fully executed.

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

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hospital Agreement - Amendment
- Disclosure of Ownership

DISCUSSION:
The amendment will add orthopedic and anesthesia professional fees to the Medicaid agreement and will allow reimbursement for anesthesia services rendered in clams that were submitted.

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

ITEM NO. 10 Review and recommend for approval by the Governing Board the Amendment Two to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Participating Facility Agreement
- Disclosure of Ownership

DISCUSSION:
This amendment extends the term of the agreement for 24 months and update the reimbursement schedules.

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Agreement – Amendment 3 – Redacted
- Disclosure of Ownership

DISCUSSION:
This is the 3rd amendment to the hospital plan to add orthopedic and anesthesia professional services to the agreement.

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Master Agreement – Amendment 2
- Disclosure of Ownership

DISCUSSION:
This amendment will extend the agreement term through March 2024, increase the funding to the NTE amount for renovation projects that are in process and updates the task order design services for UMC.

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

ITEM NO. 13 Review and recommend for award by the Governing Board RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; approve the Professional Services Agreement for Group Physician On-Call Coverage; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Professional Services Agreement

DISCUSSION:
A notice of interest was published in April and Las Vegas Urology was the sole respondent. Upon review of proposal, staff requests award of bid to this vendor to provide emergency and on-call urology service and consultative coverage 24/7 to treat hospital inpatients, outpatients, ER and trauma. The term is for 3-years with two 1-year options for renewal.

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

ITEM NO. 14 Review and recommend for approval by the Governing Board the Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Integrated Pest Management Program Agreement – Amendment 4

DISCUSSION:
This is an amendment to increase the funding to support on-demand pest control services and provide support at new ambulatory locations.

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

ITEM NO. 15 Review and recommend for approval by the Governing Board the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Atomic Cocktail, LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Second Conditional Offer To Purchase Real Property

DISCUSSION:
This request is for approval of the agreement to purchase real property. The UMC Board of Hospital Trustees has tentatively approved sale of this property, however a final closing date is pending. Staff requests the authority to execute final documents necessary to close the transaction and complete the final sale. The purchase will be secured by Clark County on behalf of UMC.

There was continued discussion regarding any other items that may come back before the committee for approval related to this purchase and plans for building occupancy.

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

ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Agreement for Transplant Services - Amendment 1

DISCUSSION:
This amendment adds pancreas organ for transplant recovery and increases the funding for services performed. The additional funding is due to an increase in transplant volumes at UMC and an increase in standard acquisition costs.

FINAL ACTION TAKEN:
A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 17 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment 3
- Disclosure of Ownership

DISCUSSION:
This amendment will allow UMC to lease additional space in the medical building and gain additional parking spaces, CAM credit and signage. The lease will extend the term to August of 2028.

FINAL ACTION TAKEN:
A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada to approve the amendment. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 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)*

1. Mr. Van Houweling commented that there are thirteen days left in legislative session
2. Future update on the US debt ceiling preparation and possible effect on UMC

At this time, Chair Caspersen asked if there were any public comment received to be heard on any items not listed on the posted agenda.

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:35 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue: **GPO Materials Management Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive an update from Douglas Moser, Director of Materials Management, on GPO activities at UMC; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an update regarding the finance activities at the UMC Materials Management.

Cleared for Agenda
June 21, 2023

Agenda Item #

4

The **Highest Level of Care** in Nevada

How does UMC Compare to other Members

HealthTrust's contracted compliance percentage is 80% for all Members
Membership average contract compliance is 83%
UMC's Contract compliance with facilities from $80M to $140M as of Q1 2023 was 86.1% (as of 05/04/23)

Compliance snapshot as of 03/27/2023

What Accounts for Off-Contract Spend

- Orthopedic Internal and External Fixation $414K

  - Physician preference i.e. Arthrex, Tornier, Acumed, Wright Medical, Skeletal Dynamics

    Niche products such as screws, plates, wires, rods and nails

- Regenerative Tissue, Wound Care $464K

  - Physician preference – Polynovo Wound Matrix

    Used for Burns

    We can use Restratta and Integra which is on contract – Meeting with Physician on July 12, 2023 to move to contracted items.

Administrative Fees and Rebates

A GPO's earnings come from an "Administrative" fee. GPOs may collect an "Administrative" fee up to 3.0% of all sales volumes from the vendors that they negotiate a contract from, upon selling products to their member hospitals. These fees do not influence the prices negotiated. UMC currently shares 50% of all administrative fees collected over 832 contracts that UMC utilizes from HealthTrust

- UMC budgeted $1.7 in admin fees and rebates for FY23
- UMC has collected $1,935,012 in admin fees and rebates to date from July 1, 2022 – June 12, 2023. Over-performed by $200K
- Rebates are paid at various times depending on the contract. Either monthly, Quarterly, Bi-annually or Yearly.

Supply Chain Services Targets for Savings

Savings Goal for FY 23 - $1.5M

Achieved Savings as of June 15, 2023 – $1.9M

- Tier Changes $1.3M
- Hip and Knee Agreements - $2.6M

(12/01/2021 – 06/15/2022 = $3,174,201 12/01/2022 – 06/15/2023 = $570,439)

- Ethicon Suture Reduction - $12K
- Bulk Purchases - $63K
- Capital Purchases (negotiated savings) - $154K
- Misc. savings from product conversions, and standardization of supplies - $363K

Savings initiatives currently in process - $2.2M projected savings

- Reprocessing – anticipated savings $500K
- Stericycle waste removal - $300K
- Boston Scientific (Endoscopy) - $161K
- Sugammadex - $560K
- Procedure Pack Review - $462K
- Medtronic Advanced Energy - $232K

HealthTrust Compared to other Group Purchasing Organizations (GPO)

- HealthTrust is the ranked the third largest GPO in the nation
- HealthTrust is the only GPO with a committed model (80%) and gives flexibility to HealthCare organization to purchase off-contract for Physician, Clinician and Organizational preferences (20% of spend). Committed models lead to better pricing overall for its membership.
- Other GPOs do not have a committed model. The disadvantage is that you have to “shop” for best pricing which changes frequently.
- HealthTrust has staff that constantly evaluate supply risks, raw materials shortages, and validates where manufactures are located for shipping and anticipates and notifies membership of barriers.
- UMC has access to Clinical Support
- Dedicated Field Representative that evaluates service lines and recommends conversions and savings opportunities
- Provides dashboards and tools designed to assist UMC in product conversions and tier changes to save money
- Holds Manufacturers, vendors and distributors to negotiated pricing during the terms of their contracts thus holding off price increases
- Provides as part of the Contract an annual HealthTrust University Conference which allows clinicians the opportunity for educational tracts for CEUs, and allows members to interface with Vendor Membership.
- HealthTrust is owned by seven (7) of the largest hospital IDN’s. HCA, Tenant, LifePoint, Community Health Services, Hospital Sisters Health Systems and Franciscan Health. Profits are split between shareholders.

How do we hit a goal of 90% Compliance

- Continue to work with Clinicians and Physicians to make them aware of contracted items.
- Continue to look for opportunities to move items from off-contract to contract.

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

Issue:	**Monthly Financial Reports for May FY23**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Governing Board Audit and Finance Committee receive the monthly financial report for May FY23; and direct staff accordingly.** ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

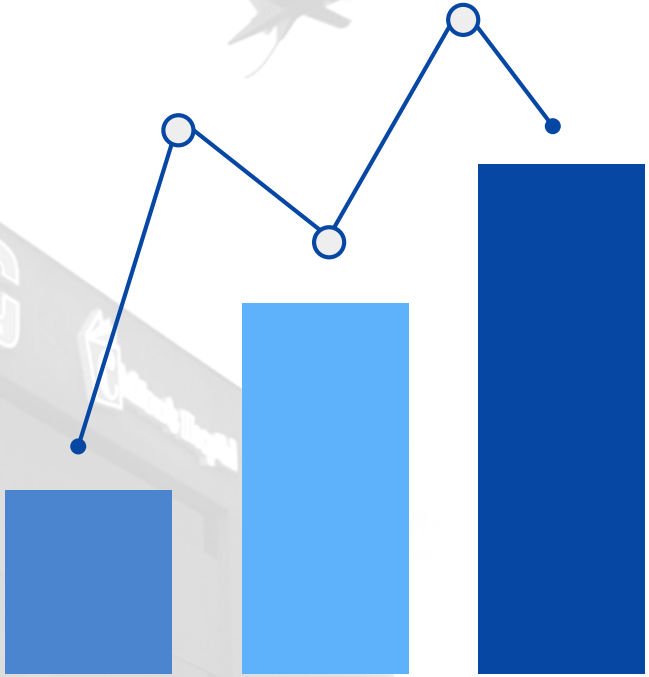
The Chief Financial Officer will present the financial report for May FY23 for the committee's review and direction.

Cleared for Agenda
June 21, 2023

Agenda Item #
5

May 2023 Financials

AFC Meeting



KEY INDICATORS-MAY

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,184	17,475	15.50%	20,454	(270)	(1.32%)
Total Admissions	2,045	2,182	(6.28%)	1,927	118	6.12%
Observation Cases	804	937	(14.19%)	937	(133)	(14.19%)
AADC	651	564	15.50%	660	(9)	(1.32%)
ALOS (Admits)	6.16	5.09	21.01%	6.25	(0.09)	(1.44%)
ALOS (Obs)	1.10	1.02	7.30%	1.02	0.07	7.30%
Hospital CMI	1.85	2.19	(15.45%)	1.89	(0.04)	(1.89%)
Medicare CMI	1.86	2.27	(17.81%)	1.99	(0.13)	(6.62%)
IP Surgery Cases	814	781	4.17%	844	(30)	(3.55%)
OP Surgery Cases	478	544	(12.21%)	495	(17)	(3.43%)
Transplants	13	14	(7.14%)	14	(1)	(7.14%)
Total ER Visits	9,647	9,787	(1.43%)	9,898	(251)	(2.54%)
ED to Admission	11.68%	-	-	10.03%	1.65%	-
ED to Observation	9.96%	-	-	10.65%	(0.69%)	-
ED to Adm/Obs	21.64%	-	-	20.68%	0.96%	-
Quick Cares	17,555	18,390	(4.54%)	17,060	495	2.90%
Primary Care	6,934	5,786	19.83%	5,795	1,139	19.65%
UMC Telehealth - QC	433	235	84.26%	334	99	29.64%
OP Ortho Clinic	1,514	-	100.00%	-	1,514	100.00%
Deliveries	92	124	(25.97%)	94	(2)	(2.13%)

TRENDING STATS

	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	May- 19	Var
APDs	20,454	20,212	20,535	21,128	19,865	20,116	19,867	20,965	20,213	19,156	21,367	19,400	20,184	15,982	4,202
Total Admissions	1,927	1,827	1,892	1,914	1,864	1,997	1,974	2,006	1,999	1,842	2,008	1,951	2,045	2,135	(90)
Observation Cases	937	978	901	956	839	920	806	763	804	677	602	810	804	1,375	(571)
AADC	660	674	662	682	662	649	662	676	652	684	689	647	651	516	135
ALOS (Adm)	6.25	7.08	6.54	7.05	7.70	7.10	6.41	7.33	7.12	6.97	7.11	7.10	6.16	5.21	0.95
ALOS (Obs)	1.02	1.06	1.19	1.13	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.06	1.10	1.26	(0.16)
Hospital CMI	1.89	1.84	1.83	1.84	1.91	1.73	1.82	1.90	1.79	1.81	1.90	1.84	1.85	2.13	(0.28)
Medicare CMI	1.99	1.81	2.00	1.97	2.18	1.82	1.94	1.88	1.89	1.91	1.97	1.81	1.86	2.65	(0.78)
IP Surgery Cases	844	788	869	811	786	800	717	742	742	745	836	814	814	863	(49)
OP Surgery Cases	495	523	433	524	426	383	351	368	376	386	471	434	478	545	(67)
Transplants	14	8	16	12	12	11	11	8	16	11	16	14	13	5	8
Total ER Visits	9,898	9,091	8,994	9,728	9,183	9,844	9,875	9,764	8,991	8,662	9,721	9,532	9,647	9,871	(224)
ED to Admission	10.03%	9.94%	11.34%	10.27%	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	11.40%	11.68%	8.45%	3.23%
ED to Observation	10.65%	12.00%	11.52%	11.14%	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	10.14%	9.96%	14.26%	(4.30%)
ED to Adm/Obs	20.68%	21.94%	22.86%	21.41%	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	21.55%	21.64%	22.71%	(1.07%)
Quick Care	17,060	15,800	14,601	17,119	15,811	16,971	20,344	20,786	18,744	17,859	20,910	19,463	17,555	15,548	2,007
Primary Care	5,795	5,841	5,724	6,942	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,875	6,934	6,225	709
UMC Telehealth - QC	-	-	451	335	313	450	667	729	526	474	542	509	433	-	433
OP Ortho Clinic	-	-	-	-	-	-	665	658	1431	1234	1,722	1,564	1,514	-	1,514
Deliveries	94	113	121	129	129	133	142	137	137	116	120	101	92	139	(47)

Payor Mix Trend

IP- Payor Mix 12 Mo May- 23

Fin Class	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Commercial	17.55%	17.37%	17.08%	18.65%	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.91%	17.44%	17.05%	0.39%
Government	5.30%	3.81%	5.19%	4.27%	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	3.97%	4.11%	4.14%	(0.03%)
Medicaid	43.95%	45.57%	44.53%	45.23%	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.82%	41.23%	44.07%	(2.84%)
Medicare	28.65%	28.56%	27.61%	26.69%	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	31.18%	32.49%	29.66%	2.83%
Self Pay	4.55%	4.69%	5.59%	5.16%	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	4.12%	4.73%	5.08%	(0.35%)

ED- Payor Mix 12 Mo May- 23

Fin Class	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Commercial	17.47%	17.86%	17.90%	18.02%	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	16.58%	17.24%	17.49%	(0.25%)
Government	4.09%	4.41%	4.12%	3.99%	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.84%	4.44%	4.00%	0.44%
Medicaid	53.94%	52.92%	53.12%	52.87%	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	53.70%	52.05%	52.99%	(0.94%)
Medicare	12.88%	13.07%	13.82%	13.25%	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	14.67%	15.00%	13.98%	1.03%
Self Pay	11.62%	11.74%	11.04%	11.87%	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.21%	11.27%	11.54%	(0.27%)

Payor Mix Trend

Surg IP- Payor Mix 12 Mo May- 23

Surg IP	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Commercial	20.73%	18.53%	21.03%	23.80%	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	20.76%	22.11%	21.12%	0.99%
Government	8.41%	5.20%	7.13%	7.77%	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.51%	5.65%	6.35%	(0.70%)
Medicaid	34.24%	40.36%	37.47%	35.38%	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	38.45%	36.12%	37.22%	(1.10%)
Medicare	31.04%	31.09%	27.24%	27.87%	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	29.49%	30.59%	29.81%	0.78%
Self Pay	5.58%	4.82%	7.13%	5.18%	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	4.79%	5.53%	5.51%	0.02%

Surg OP- Payor Mix 12 Mo May- 23

Surg OP	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Commercial	31.52%	32.89%	34.10%	32.76%	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	29.95%	31.80%	30.83%	0.97%
Government	6.87%	8.80%	6.22%	6.67%	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	7.37%	9.00%	6.85%	2.15%
Medicaid	37.57%	34.98%	40.79%	36.57%	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	35.25%	36.40%	38.15%	(1.75%)
Medicare	21.62%	21.99%	16.36%	21.52%	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	24.19%	20.92%	21.63%	(0.71%)
Self Pay	2.42%	1.34%	2.53%	2.48%	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	3.24%	1.88%	2.54%	(0.66%)

SUMMARY INCOME STATEMENT - MAY

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$389,557,532	$334,577,010	$54,980,522	16.43%	↑
Net Patient Revenue	$74,986,226	$64,248,198	$10,738,028	16.71%	↑
Other Revenue	$3,821,947	$2,384,425	$1,437,522	60.29%	↑
Total Operating Revenue	**$78,808,172**	**$66,632,622**	**$12,175,550**	**18.27%**	↑
Net Patient Revenue as a % of Gross	19.25%	19.20%	0.05%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$75,777,516**	**$66,066,380**	**($9,711,135)**	**(14.70%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$3,030,657**	**$566,242**	**$2,464,414**	**435.22%**	↑
Add back: Depr & Amort.	$2,965,011	$2,955,392	($9,619)	(0.33%)	↓
Tot Inc from Ops plus Depr & Amort.	**$5,995,668**	**$3,521,634**	**$2,474,033**	**70.25%**	↑
Operating Margin (w/Depr & Amort.)	**7.61%**	**5.29%**	**2.32%**	**-**	

SUMMARY INCOME STATEMENT YTD MAY

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$4,037,107,518	$3,738,523,726	$298,583,793	7.99%	↑
Net Patient Revenue	$752,757,005	$703,632,062	$49,124,943	6.98%	↑
Other Revenue	$35,810,009	$27,905,677	$7,904,333	28.33%	↑
Total Operating Revenue	**$788,567,014**	**$731,537,739**	**$57,029,276**	**7.80%**	↑
Net Patient Revenue as a % of Gross	18.65%	18.82%	(0.18%)	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$784,339,105**	**$727,066,684**	**($57,272,421)**	**(7.88%)**	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**$4,227,909**	**$4,471,054**	**($243,145)**	**(5.44%)**	↓
Add back: Depr & Amort.	$32,320,092	$32,072,030	($248,062)	(0.77%)	↓
Tot Inc from Ops plus Depr & Amort.	**$36,548,001**	**$36,543,084**	**$4,917**	**0.01%**	↑
Operating Margin (w/Depr & Amort.)	**4.63%**	**5.00%**	**(0.36%)**	**-**	

SUMMARY INCOME STATEMENT TREND

REVENUE	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Total Gross Patient Revenue	$345,132	$338,423	$356,195	$374,965	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$373,152	$389,558	$360,925	$28,632
Net Patient Revenue	$66,093	$56,778	$64,442	$66,003	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$72,544	$74,986	$66,720	$8,266
Other Revenue	$1,321	$1,764	$2,516	$2,177	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,154	$3,822	$2,923	$899
Total Operating Revenue	**$67,414**	**$58,541**	**$66,958**	**$68,180**	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$75,699**	**$78,808**	**$69,643**	**$9,165**
Net Patient Revenue as a % of Gross	19.15%	16.78%	18.09%	17.60%	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	19.44%	19.25%	18.48%	0.77%

EXPENSE	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Salaries, Wages and Benefits	$39,809	$29,904	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$46,511	$41,209	$5,302
Supplies	$11,844	$7,090	$11,288	$11,569	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,810	$13,142	$12,102	$1,041
Other	$16,251	$18,846	$15,284	$15,240	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$15,911	$16,124	$16,048	$76
Total Operating Expense	**$67,905**	**$55,840**	**$67,800**	**$66,645**	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$74,722**	**$75,778**	**$69,359**	**$6,419**

INCOME FROM OPS	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Total Inc from Ops	**($491)**	**$2,701**	**($842)**	**$1,535**	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**$976**	**$3,031**	**$284**	**$2,747**
Add back: Depr & Amort.	$2,245	$9,263	$2,781	$2,819	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,953	$2,965	$3,405	($440)
Tot Inc from Ops plus Depr & Amort.	**$1,754**	**$11,964**	**$1,938**	**$4,354**	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$3,930**	**$5,996**	**$3,689**	**$2,306**
Operating Margin (w/Depr & Amort.)	**2.60%**	**20.44%**	**2.90%**	**6.39%**	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**5.19%**	**7.61%**	**5.30%**	**2.31%**

SALARY & BENEFIT EXPENSE MAY

	Actual	Budget	Variance	% Variance	
Salaries	$29,583,451	$25,080,255	($4,503,195)	(17.96%)	↓
Benefits	$12,670,055	$11,832,946	($837,109)	(7.07%)	↓
Overtime	$1,286,474	$755,877	($530,597)	(70.20%)	↓
Contract Labor	$2,971,423	$847,614	($2,123,809)	(250.56%)	↓
TOTAL	**$46,511,403**	**$38,516,692**	**($7,994,710)**	**(20.76%)**	↓
Paid FTEs	**3,810**	**3,416**	**(395)**	**(11.56%)**	↓
SWB per FTE	**$12,207**	**$11,277**	**($930)**	**(8.25%)**	↓
SWB/APD	**$2,304**	**$2,156**	**($148)**	**(6.88%)**	↓
SWB % of Net	**62.03%**	**59.95%**	**-**	**(2.08%)**	↓
AEPOB	**5.85**	**5.95**	**0.10**	**1.64%**	↑

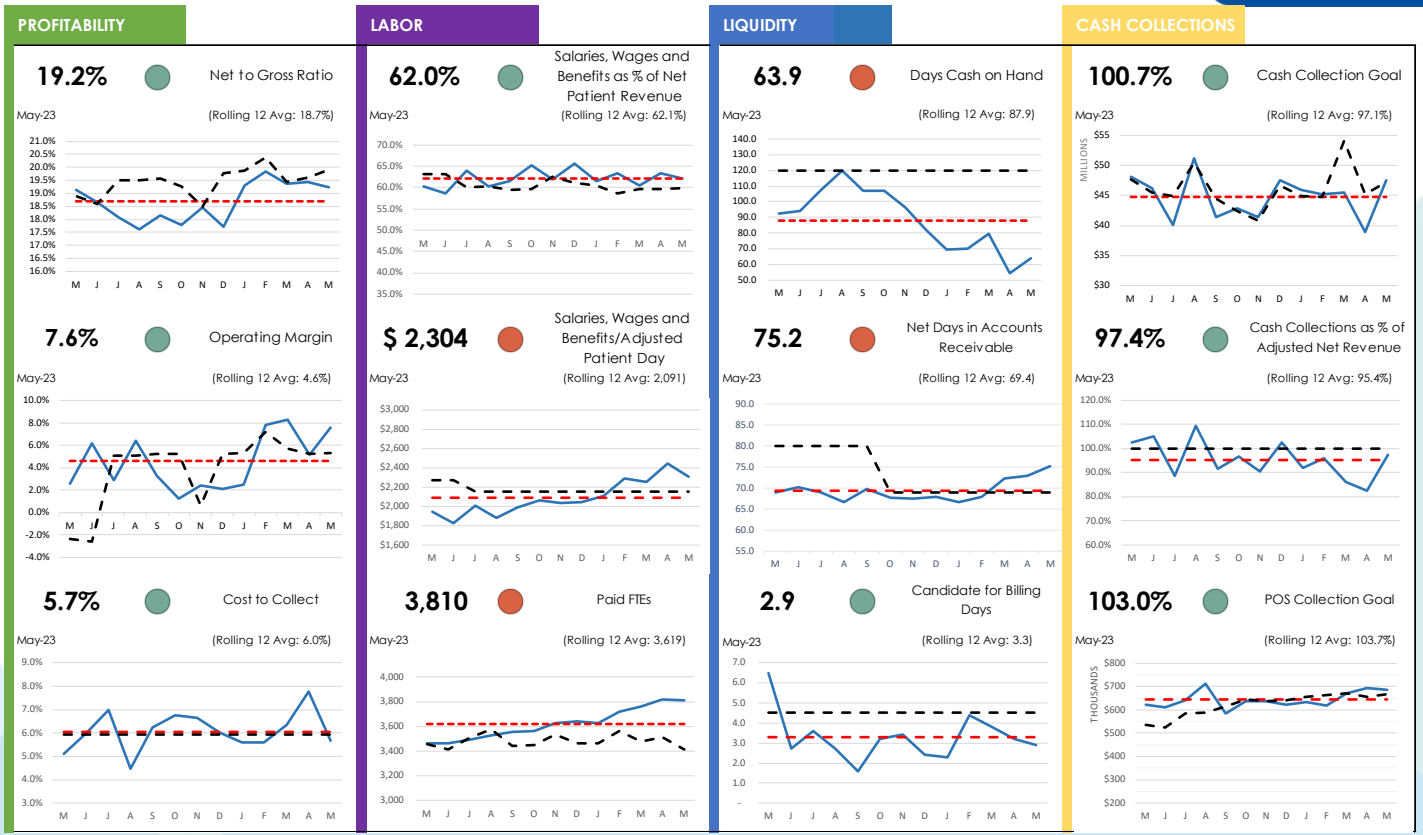
SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	12-Mo Avg	May to Avg Var
Salaries	$25,994	$23,527	$26,230	$26,013	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$29,150	$29,583	$26,779	($2,804)
Benefits	$11,274	$4,010	$12,908	$11,886	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$12,743	$12,670	$11,485	($1,185)
Overtime	$1,216	$1,183	$1,283	$1,106	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,228	$1,286	$1,105	($181)
Contract Labor	$1,325	$1,184	$808	$832	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$2,881	$2,971	$1,840	($1,132)
Nursing	$1,102	$847	$550	$483	$555	$571	$522	$704	$877	$1,171	$1,287	$1,066	$724	$811	$87
Physician	-	-	-	-	-	-	-	-	-	$3,721	$2,656	$1,252	$1,707	$636	($1,071)
Other	$223	$337	$258	$348	$366	$423	$358	$487	$421	$441	$490	$563	$540	$393	($148)
TOTAL	**$39,809**	**$29,904**	**$41,229**	**$39,837**	**$39,487**	**$41,427**	**$40,375**	**$42,921**	**$42,637**	**$43,764**	**$47,120**	**$46,002**	**$46,511**	**$41,209**	**($5,302)**
Paid FTE	3,459	3,506	3,492	3,536	3,553	3,570	3,630	3,625	3,623	3,715	3,762	3,813	3,810	3,607	(203)
SWB per FTE	$11,507	$8,529	$11,808	$11,267	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,525	$12,063	$12,207	$11,411	($796)
SWB/APD	$1,946	$1,480	$2,008	$1,885	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,205	$2,371	$2,304	$2,035	($270)
SWB % of Net	**60.23%**	**52.67%**	**63.98%**	**60.36%**	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**63.41%**	**62.03%**	**61.67%**	**(0.35%)**
OT % of Productive	**4.10%**	**4.21%**	**4.27%**	**3.63%**	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.68%**	**3.74%**	**3.76%**	**3.62%**	**(0.14%)**
AEPOB	**5.25**	**5.14**	**5.27**	**5.19**	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.46**	**5.90**	**5.85**	**5.41**	**(0.44)**

EXPENSES MAY

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,971,850	$3,803,661	$831,811	21.87%	↑
Supplies	$13,142,372	$11,881,736	($1,260,636)	(10.61%)	↓
Purchased Services	$6,948,784	$5,940,506	($1,008,278)	(16.97%)	↓
Depreciation	$2,371,235	$2,325,568	($45,667)	(1.96%)	↓
Amortization	$593,776	$629,824	$36,048	5.72%	↑
Repairs & Maintenance	$1,038,736	$914,184	($124,552)	(13.62%)	↓
Utilities	$509,148	$476,878	($32,270)	(6.77%)	↓
Other Expenses	$1,496,442	$1,386,504	($109,938)	(7.93%)	↓
Rental	$193,770	$190,826	($2,945)	(1.54%)	↓
Total Other Expenses	**$29,266,113**	**$27,549,688**	**($1,716,425)**	**(6.23%)**	↓

KEY FINANCIAL INDICATORS MAY



FY23 CASH FLOW

	May 2023	April 2023	March 2023	YTD of FY2023
Operating Activities				
Cash received from patients and payors	55,978,755	52,743,939	80,265,380	627,592,908
Cash paid to vendors	(23,038,843)	(62,837,156)	(27,403,670)	(336,664,723)
Cash paid to employees	(38,365,272)	(50,229,310)	(38,491,042)	(454,403,034)
Other operating receipts/(disbursements)	3,757,539	2,817,746	11,257,412	37,210,324
Net cash provided by/(used in) operations	(1,667,821)	(57,504,781)	25,628,080	(126,264,524)
Investing Activities				
Purchase of property and equipment, net	(4,663,047)	(2,127,654)	(3,828,344)	(30,002,353)
Interest received	1,332	306,907	342,610	13,007,761
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	4,426,388	31,477,403	1,699,403	87,221,314
Net cash provided by/(used in) investing activities	(235,327)	29,656,656	(1,786,331)	70,226,722
Financing Activities				
From/(to) Clark County	31,000,000	-	-	31,000,000
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	(6,370,000)
Interest paid	-	-	(101,758)	(328,148)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	31,000,000	-	(101,757)	24,301,852
Increase/(decrease) in cash	29,096,852	(27,848,126)	23,739,992	(31,735,951)
Cash beginning of period	21,413,974	49,262,100	25,522,108	82,246,777
Cash end of period	50,510,826	21,413,974	49,262,100	50,510,826
Unrestricted cash	50,510,826	21,413,974	49,262,100	50,510,826
Cash restricted by donor	4,014,388	4,470,969	5,415,218	4,014,388
Internally designated cash	88,534,604	92,960,992	124,438,394	88,534,604

FY23BALANCE SHEET HIGHLIGHTS

	May 2023	April 2023	March 2023
CASH			
Unrestricted	$ 50.5	$ 21.4	$ 49.3
Restricted by donor	4.0	4.5	5.4
Internally designated	88.5	93.0	124.4
	$ 143.0	$ 118.8	$ 179.1
NET WORKING CAPITAL	$ 265.6	$ 235.9	$ 238.0
NET PP&E	$ 203.3	$ 199.7	$ 199.2
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 313.9	$ 313.9	$ 313.9
NET POSITION	$ (183.0)	$ (216.6)	$ (217.3)

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
June 21, 2023

Agenda Item #

6

Agreements with a P&L Impact												
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/ Amendment/Exercise Option/Change Order**	**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	HealthLinx	New Contract	N/A	2 Years	60 days w/o cause	$358,750	None	None	Professional Practice Services	Through this Agreement, HealthLinx® will assess and develop a plan to: - Assess nursing-wide performance to all Magnet® standards, - Develop performance improvement plans to ensure Nursing meets and/or exceeds the Magnet® standards, and - Manage UMC's successfully to designation as a Magnet® Facility.
12	NRS 450.525 NRS 450.530	Yes	Steris	Amendment	Yes	One Time Purchase	Budget Act and Fiscal Fund Out	Phase I / II Base Agreement NTE $4,166,523.88 Phase I / II Amendment 1 NTE $218,404.45 Cumulative Total 4,384,928.33	Yes $218,404.45	None	OR	The Amendments will add the Indigo light cleaning system to Phase I & II of the Surgical Suite Refresh Project. Indigo-Clean is a visible light disinfection device that can be integrated into the lighting component of the OR room ceiling syste. Indigo-Clean kills bacteria in the air, and on hard and soft surfaces, that are often missed during routine cleaning. It was not included in initial equipment quoting for both Phase 1 and Phase 2.
13	RFP 2018-01	No	Compass Group USA, Inc.	Amendment	No	2 Years	Budget Act and Fiscal Fund Out	Base Agreement NTE $21,028,000 Previous Amendments $36,718,999.98 Amendment 3 $12,423,760.00 Cumulative Total: $37,542,759.98	None	Increase $823,760.00	Food Services	Amendment 3 is to execute the renewal option to extend the term through December 31, 2025. The per patient day rate, variable rate and projected number of patient days are increased to reflect the cost of food, paper and related supplies for providing incremental patient food service. This increases the total compensation paid to Compass Group for the renewal term.

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/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
7	332.115(1)(f)	No	OptumCare IPA	Amendment	No	2 Years	60 days w/o cause	Revenue based on volume	Managed Care	Primary Care Physician Participation Agreement Amendment 6 adds a Provider Group Incentive Program
8	332.115(1)(f)	No	SelectHealth	Amendment	No	2 Years	60 days w/o cause	Revenue based on volume	Managed Care	Amendment 4 updates Rev Codes to CPT codes to support billing
9	332.115(1)(f)	No	Intermountain Healthcare	Amendment	No	3 Years	180 days w/o cause except between the months of September and February	Revenue based on volume	Managed Care	Amendment 8 updated name to Intermountain IPA, LLC, extend the term for three (3) years ending May 31, 2026 and update rates for extension period.
10	332.115(1)(f)	No	Hometown Health	Amendment	No	3 Years	120 days w/o cause	Revenue based on volume	Managed Care	This LOA supersedes previous LOA entered into 12/29/22 for anesthesia and orthopedic services. It establishes reimbursement rates until the existing contract is amended

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

Issue:	**Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, 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 Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendments 6 – same Term
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On April 26, 2018, UMC entered into a Primary Care Physician Participation Agreement ("Agreement") with LifePrint Health, Inc. d/b/a OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from April 1, 2018 through March 31, 2020 unless terminated with a 60-day written notice to the other. Amendment One, effective April 1, 2020, extended the term for three (3) years through March 31, 2023 and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2020, updated the reimbursement schedules. Amendment Four, effective January 1, 2022, updated the reimbursement schedules. Amendment Five, effective April 1, 2023, extended the term for two (2) years through March 31, 2025, and updated the business name to Optum Health Networks, Inc.

This Amendment Six requests to add the Provider Group Performance Incentive Program to the Agreement which includes certain quality performance measures, and revise the Exhibit C Compensation schedule in the Agreement. All other terms and conditions in the Agreement are unchanged.

Cleared for Agenda
June 21, 2023

Agenda Item #
7

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

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

AMENDMENT SIX TO THE
PRIMARY CARE PROVIDER
GROUP SERVICES AGREEMENT

This Amendment Six to the Primary Care Provider Group Services Agreement **(**the **"Amendment"**) is made and entered into, to be effective as of January 1, 2023, by and between **Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)** ("OptumCare") and **University Medical Center of Southern Nevada** (collectively referred to herein as the **"Parties"**). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Primary Care Provider Group Services Agreement, dated April 1, 2018, whereby Provider Group agreed to provide Primary Care Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the **"**Agreement**"**); and

WHEREAS the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

1. Provider Group is eligible to participate in any plan where the Provider Group has a minimum of 50 patients impaneled to them for the calendar year.

2. OptumCare recoginizes the time and effort that may be required of Provider Group to participate in the OptumCare Performance Incentive Program. OptumCare will provide compensation to Provider Group for the positive results of this time and effort, provided Provider Group achieves the quality and performance objectives as outlined and described in Primary Care Provider Group Services Agreement, Exhibit H – Provider Group Performance Incentive Program.

3. The Provider Group Performance Incentive Program, attached to this Amendment as Exhibit H, is made part of the Agreement, and is incorporated into the Agreement in its entirety, which may be updated annually by OptumCare. All other provisions of the Agreement as amended will remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment. This Amendment may be executed in counterparts and sent via .pdf or facsimile.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

1. Primary Care Provider Group Services Agreement shall be amended to include the attached **Exhibit H, Provider Group Performance Incentive Programs** and is made part of the Agreement and is incorporated into the Agreement in its entirety.

2. **Exhibit C Compensation** shall be amended to include the following:

Section VIII, OPTUM EMBEDDED PRACTITIONER PROGRAM (OEPP)

a) The Optum Embedded Practitioner Program is comprised of the completion of a face to face AHA on a Provider Group Member performed by an OptumCare provider, embedded in a Provider Group office.

b) Participation in the OEPP, requires the Provider Group to support, and promote OptumCare's efforts to complete an AHA on Provider Group Members. Provider Group agrees that support and promotion of the OEPP include but are not limited to the following: making space available (exam room) of adequate size, condition and environment for the performance of the AHA; scheduling appointments for Provider Group Members to have an AHA performed; communicating to OptumCare any AHA scheduling additions, cancelations, or changes in a timely fashion and in a manner prescribed by OptumCare; making Provider Group Member medical records available for review prior to a scheduled AHA visit in a mutually agreed upon manner and timeframe; and provide administrative support for ordering follow-up laboratory tests and other diagnostic testing for Provider Group Members post AHA as recommended by OptumCare.

c) Only those AHA visits completed by an OptumCare Provider in a Provider Group office will be eligible for Provider Group reimbursement. OptumCare will provide an updated list of members who are eligible for an OEPP visit at least monthly. OptumCare reserves the right to provide an OEPP Eligible Member List to Provider Group on a more frequent basis. Provider Group agrees to use the most recent OEPP Eligible Member List delivered when scheduling OEPP visits. Not all empaneled members will be eligible for an AHA Provider Group OEPP visit.

d) The OEPP AHA reimbursement may be paid up to a maximum of one time annually for each Provider Group Member.

e) The rate of reimbursement shall be $250 per completed visit.

f) For every OEPP AHA completed, OptumCare will pay Provider Group the EPP Annual Health Assessment Reimbursement up to the frequency limits stated in section 6.4 of this Exhibit H. Provider Group may receive payment for only one AHA per Provider Group Member. Please note that the composition of Provider Group Membership may change from time-to-time as Members may change primary care providers throughout the Measurement Reporting Period and may occur before or after the completion of an EPP AHA. Provider Group will only be paid for an EPP AHA performed while the Member was a Provider Group Member.

3. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.

4. **Miscellaneous.** This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties

to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Provider. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective as of the date set forth above.

"OPTUMCARE"
Optum Health Networks, Inc.

By: _____
Signature

John C. Rhodes, MD
Print Name

President & CEO, Optum - Nevada
Title

6/13/2023
Date

PROVIDER
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

_____
Address

_____
City, State Zip Code

88-6000436
Tax I.D. Number

EXHIBIT H

2023 PROVIDER GROUP PERFORMANCE INCENTIVE PROGRAM

The Provider Group Performance Incentive Program (hereinafter referred to as the "IP") supplements the Agreement and is effective on the Effective Date of the Amendment, that made it part of the Agreement. Capitalized terms used but not defined in this Exhibit H have the meanings assigned to them in the Agreement.

Under the provisions of the Incentive Program (IP), Provider Group may be eligible to receive a performance incentive as described in this Exhibit H.

SECTION 1
Definitions

Throughout this Exhibit the following definitions, tables and/or exhibits apply:

CAHPS: Consumer Assessment of Healthcare Providers & Systems surveys ask patients (or in some cases their families) about their experiences with, and ratings of, their health care providers and plans, including hospitals, home health care agencies, doctors, and health and drug plans, among others.

Diagnosis Attestation: A form generated by OptumCare and made available to Provider Group listing a Member's historical and suspected diagnoses and conditions to be evaluated and documented by the Provider Group via a face-to-face Member visit.

Diagnosis Documentation Performance Measure: A measure based on a review of the medical record documentation submitted by the Provider Group to validate the diagnosis codes listed on the Diagnosis Attestation returned to OptumCare by the Provider Group.

Date Printed: Is the date stamp that appears on the Diagnosis Attestation and is the date when the Diagnosis Attestation was printed by Provider Group.

Diagnosis Attestation Evaluation Status: Is the status assigned to a Diagnosis Attestation after it has been returned/submitted by Provider Group to OptumCare per the instructions on the Diagnosis Attestation and after an evaluation performed by OptumCare of the Diagnosis Attestation and the accompanying medical record documentation. The Diagnosis Attestation Evaluation Status' assigned by OptumCare are "complete" or "incomplete".

Reasons for a Diagnosis Attestation being assigned a Diagnosis Attestation Evaluation Status of "incomplete" often relate to absent or missing components of the medical record documentation (records not attached, or missing pages) as well as missing or unacceptable physician or other qualified practitioner signature and credentials. Signatures may be handwritten or electronic. Signature stamps are allowed only where recognized under state law and must comply with the state's signature stamp regulations. Provider credentials must be on the medical record, either appended to the signature or on Provider Group stationery.

Diagnosis Attestation Submission Date: Is the date stamp assigned to the Diagnosis Attestation when it is returned/submitted by Provider Group to OptumCare per the instructions on the Diagnosis Attestation.

Date(s) Of Service (DOS): DOS shall be the date of the Member's visit as listed in the medical

record documentation accompanying the Diagnosis Attestation returned/submitted by the Provider Group to OptumCare.

Diagnosis Code: Is a diagnosis code assignment based on the coding and sequencing instructions of the International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9-CM) and the International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10-CM) and in compliance with applicable laws, rules and regulations and professionally recognized coding guidelines, including, those standards established pursuant to the Coding Clinic for the ICD-9-CM and ICD-10-CM approved by the American Hospital Association (AHA), the American Health Information Management Association (AHIMA), the Centers for Medicare and Medicaid Services (CMS), and the National Center for Health Statistics (NCHS).

Diagnosis Code Status: The following Diagnosis Code Status will be utilized by OptumCare in evaluating the diagnoses contained in the medical record documentation accompanying the Diagnosis Attestation submitted by the Provider Group to OptumCare. The Diagnosis Code Status' and their associated meanings and resulting actions are described below:

Confirmed – The diagnosis is valid and meets CMS requirements; "Agree" may be checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis had adequate and valid support in the medical record; the diagnosis is considered addressed/covered by the Provider Group.

Disagree – Provider Group disagrees that the diagnosis exists or is valid for the Member; "Disagree" is checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis is considered addressed/covered by the Provider Group.

Insufficient – The Provider Group has attempted to address the diagnosis but the documentation to support the diagnosis is insufficient and will not meet CMS standards; the diagnosis is held over for further review by the Provider Group.

Not-Validated – The diagnosis was confirmed incorrectly in a prior review; the diagnosis is considered addressed/covered.

Pended – A potential new diagnosis was found in the medical record and not yet addressed by the Provider Group (radiology report, specialist report, problem list, medication list, etc.); the diagnosis is held over for further review by the Provider Group (suspect conditions).

Resolved – The diagnosis is not applicable for the Member anymore; "Resolved" is checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis is considered addressed/covered by the Provider Group for the Measurement Reporting Period.

Void – The diagnosis is invalid and does not meet CMS requirements; the diagnosis had inadequate support in the medical record; the diagnosis is considered addressed/covered.

Focus On Care Form (FOC): A form generated by OptumCare and made available to Provider Group listing a Member's indicated screening tests appropriate for the Member based on the Member's age and/or documented medical conditions.

Focus On Care Form Submission Date: Is the date stamp assigned to the Focus On Care Form when it is returned/submitted by Provider Group to OptumCare per the instructions on the Focus On Care Form.

HEDIS: Is the Healthcare Effectiveness Data and Information Set. HEDIS® is a registered trademark of the National Committee for Quality Assurance.

IP: Incentive Program.

Measurement Reporting Period: Is a period of time expressed in contiguous whole calendar months. The number of months may range from one to twelve calendar months. The initial Measurement Reporting Period begin date shall be from the first day of the first month that is equal to or greater than the Effective Date of the Amendment that made this Exhibit H part of the Agreement, through the corresponding end dates designated in Table 1 – Measurement Reporting Periods and Incentive Payment Dates.

Provider Group Member: Is a Member who has been attributed (selected or been assigned) to a Provider Group practitioner.

Provider Group Membership: Is the number of Provider Group Members who are attributed to Provider Group at any specified point in time.

Provider Group Member Month: Is equal to one Member enrolled with OptumCare and who is also a Provider Group Member for a period of one calendar month. Likewise, two Provider Group Member Months are equal to one Member enrolled with OptumCare and who is also a Provider Group Member for two calendar months; or two Members enrolled with OptumCare and who are also Provider Group Members for one calendar month, and so on.

Member Month values may not necessarily be a whole number. Member Month calculations for Members with an effective date of enrollment with OptumCare after the first day of a calendar month, or who are attributed to Provider Group with an effective date after the first day of a calendar month, may have a fractional component for the purposes of the IP, throughout this Exhibit H.

Provider Group Member Attribution Factor: Is equal to the ratio of the number of Provider Group Member Months for a given Member to the number of Member Months for the same Member within the specified Measurement Reporting Period. The Provider Group Member Attribution Factor value may range from zero to one.

Member: Is a person eligible and enrolled to receive coverage from a Health Plan for Covered Services under a Benefit Plan offered by a Health Plan contracted with OptumCare.

Member Month: Is equal to one Member enrolled with OptumCare for a period of one calendar month. Two Member Months are equal to one Member enrolled with OptumCare for two calendar months; or two Members enrolled with OptumCare for one calendar month, and so on.

Member Month values may not necessarily be a whole number. Member Month calculations for Members with an effective date of enrollment with OptumCare after the first day of a calendar month may have a fractional component for the purposes of the IP, throughout this Exhibit H.

Performance Measure: A metric upon which Provider Group's performance will be measured.

Performance Score: The Provider Group's score for the defined Measurement Reporting Period, based on actual performance for any given Performance Measure.

PMPM: Per Member Per Month.

PMPQ: Per Member Per Quarter.

PMPY: Per Member Per Year.

Quality Performance Measure: A set of measures selected from HEDIS.

Screening Performance Measure: A measure based on applicable claims, encounters, laboratory data and a review of the medical record documentation submitted by the Provider Group to sufficiently and accurately record the results of the indicated and appropriate screening tests (i.e. peripheral vascular flow screening, peripheral neuropathy screening, spirometry, etc.) performed by the Provider Group and documented on, or accompanying the Focus On Care forms returned/submitted by Provider Group to OptumCare.

Table 1 – Quality Performance Measure Reporting Periods

IP Periods	Measurement Reporting Period Begin and End Dates*	Percentage of annualized amount otherwise due Provider Group for Quality Performance Measure Incentive Payment
Period 1	January 1, 2023, to March 31, 2023	
Period 2	January 1, 2023, to June 30, 2023	
Period 3	January 1, 2023, to September 30, 2023	
Period 4 (Final)	January 1, 2023, to December 31, 2023	

***** The initial Measurement Reporting Period (begin date) shall be from the first day of the first month that is equal to or greater than the Effective Date of the Amendment, to which this Exhibit H is included, through the corresponding end dates designated in Table 1 above.

SECTION 2
IP Performance Measures Overview and Description

The IP is intended to improve Provider Group performance in 1) achieving compliance in closing specified quality gaps in care, 2) the completion of indicated health screenings as appropriate and 3) the adequacy and specificity of diagnosis coding documentation for Provider Group Members. The IP addresses the components of quality, screenings, and diagnosis documentation in distinct and different ways, each with their own provisions and incentive payment structure.

The Quality Performance Measure utilized in the IP are selected from HEDIS, CAHPS, HOS and other measures as determined by OptumCare. The data collection, calculations, and reporting

for the HEDIS measures selected for use in the IP will be performed in accordance with the

"HEDIS Technical Specifications for Health Plans" in force for the Measurement Reporting Periods covered by the IP. A listing of the Quality Performance Measures used in the IP, as well as a detailed description of the Quality Performance Measures calculation and evaluation, is found in Section 3, Section 4, and Section 8 of this Exhibit H.

The Screening Performance Measure utilized in the IP is based on the Focus On Care Form. A Focus On Care Form is generated and available for every Provider Group Member. Please note, not every Provider Group Member will have screening opportunities identified on the Focus On Care Form, some or perhaps even all may be blank. The total number of Focus On Care Forms received and evaluated by OptumCare as having adequate supporting documentation to substantiate the results of the screening tests, as well as any associated diagnoses, will be tabulated and used to calculate the Screening Performance Measure incentive payment amount. A detailed description of the Screening Performance Measure calculation and evaluation used in IP is found in Section 5 of this Exhibit H.

The Provider Group Attestation Program (hereinafter referred to as "PGAP") is based on the Diagnosis Attestation. Please note, not every Provider Group Member will have diagnosis evaluation opportunities identified on the Diagnosis Attestation. This may be especially true in the later IP Measurement Reporting Periods. The number of Diagnosis Attestations received and evaluated by OptumCare as having adequate supporting documentation to substantiate the diagnosis determinations made by the Provider Group and will be tabulated and used to calculate the Diagnosis Documentation. The Diagnosis Documentation Performance Measure evaluation and calculation is found in Section 6 of this Exhibit H.

SECTION 3
IP Quality Performance Measure

3.1 Professional Roster. Both Parties agree OptumCare's provider network management system (i.e., FACETS®) shall be the system of record for determining Provider Group's practitioners.

3.2 Membership Attribution. Both Parties agree OptumCare's member eligibility system (i.e., FACETS®) shall be the system of record for determining which Members have selected or been assigned to the Provider Group as well as the duration of said selection or assignment (i.e., begin date and end date of selection or assignment).

3.3 Quality Performance Measure Score. The Quality Performance Measure Score is based on the Performance Measures listed in Table 2 – Quality Performance Measures. The Quality Performance Measure Score is a combined aggregate score for all of the HEDIS measures listed in Table 2. A detailed description of each HEDIS Quality Measure can be located at www.ncqa.org.

The calculation of the Quality Performance Measure Score shall be as follows:

(Sum of all Quality Performance Measures accomplished for each Provider Group Member /
(Sum of all Quality Performance Measures opportunities for each Provider Group Member) *100
The Quality Performance Measure Score will be calculated out to two decimal places. For

example, the Performance Score calculated from 239 measures accomplished out of 300 possible measure opportunities ((239/300) *100) will be 79.67%, not 80%.

The IP are programs that run year to year with updates to measures performance, and payment amounts.

EXHIBIT H (continued)

Table 2 – Quality Performance Measure

YEAR Quality Incentive Measure Overview	
HEDIS Quality Performance Measure	Measure Description and Compliance Requirements
1. Breast cancer screening	Member is 50-74 during this calendar year. Document a mammogram and date of service. Date of service must be between October 1 two years prior to current year and Dec 31 of current year.
2. Colorectal cancer screening	Patient is 50-75 during this calendar year. Document a colorectal cancer screening: FOBT: 1 per year, Sigmoidoscopy every 4 years, colonoscopy every 9 years, or Cologuard every 3 years.
3. Eye Exam for Patients with Diabetes	The percentage of members 18–75 years of age with diabetes (types 1 and 2) who had a retinal eye exam.
4. Hemoglobin A1c Control for Patients with Diabetes	The percentage of members 18–75 years of age with diabetes (types 1 and 2) whose hemoglobin A1c (HbA1c) was at the following levels during the measurement year: • HbA1c control (<8.0%). • HbA1c poor control (>9.0%).
5. Kidney Health Evaluation for Patients with Diabetes	The percentage of members 18–85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year.
6. Osteoporosis management in women	Member is indicated to have suffered a fracture. Document a BMD test, osteoporosis therapy, or dispensed prescription to treat osteoporosis within 180-day (6-month) period following the episode.
7. Statin Therapy for Patients with Cardiovascular Disease	The percentage of males 21–75 years of age and females 40–75 years of age during the measurement year, who were identified as having clinical atherosclerotic cardiovascular disease (ASCVD) and met the following criteria. The following rates are reported: 1. Received Statin Therapy. Members who were dispensed at least one high-intensity or moderate-intensity statin medication during the measurement year. 2. Statin Adherence 80%. Members who remained on a high-intensity or moderate-intensity statin medication for at least 80% of the treatment period.
8. Care of Older Adults Functional Status	Documented Functional Status Assessment (SNP members only)
9. Care of Older Adults Medication Review	Most recent combination of medication list AND evidence of medication review by a Prescribing Practitioner or Clinical Pharmacist on the same visit (SNP members only)
10. Care of Older Adults Pain Assessment	Documented Pain Assessment (SNP members only)

EXHIBIT H (continued)

3.4 HEDIS Quality Performance Measure PMPY Rate. The Quality Performance Measure Score for the Provider Group will be evaluated using Table 3 – Quality Performance Measure Incentive Rate Grid. The Provider Group's Performance Score will be compared to the lower and upper performance score percentage threshold values listed in Table 3 to determine the corresponding Quality Performance Measure PMPY Rate.

Table 3 – HEDIS Quality Performance Measure Incentive Rate Grid

HEDIS Quality Performance Measure score (percentage)	HEDIS Quality Performance Measure PMPY Rate
00.00% - 59.99%	
60.00% - 64.99%	
65.00% - 69.99%	
70.00% - 74.99%	
75.00% - 83.99%	
84.00% - 100.0%	

3.5 Quality Performance Measure Incentive Payment. A portion of the Quality Performance Measure Incentive Payment may be paid to Provider Group for each of the IP periods listed in Table 1. The payment will be based on the Provider Group's Quality Performance Measure Score evaluated after the period end date detailed in Table 1. The period Quality Performance Measure Score will be used to determine the corresponding Quality Performance Measure PMPY Rate as detailed in Table 3.

The number of Provider Group Members as of the period end date will be multiplied by the Quality Performance Measure PMPY Rate to calculate the annualized Quality Performance Measure Incentive Payment otherwise due Provider Group. This amount will be then be multiplied by the percentage of annualized amount otherwise due Provider Group for the period as detailed in Table 1, resulting in the prorated annualized amount otherwise due Provider Group.

The actual/realized Quality Performance Measure Incentive Payment due Provider Group for the period will be net of the amounts previously paid Provider Group in prior periods:
(prorated annualized amount otherwise due Provider Group) **minus** (amount previously paid Provider Group in prior periods)).

Table 4 - IP Quality Performance Measure Incentive Payment Example, illustrates the Quality Performance Measure Incentive Payment methodology.

Table 4 - IP Quality Performance Measure Incentive Payment Example

A	B	C	D	E	F	G	H	I	J
IP Period	Number of Provider Group Members	Quality Performance Measure Score	Quality Performance Measure PMPY Rate	Annualized amount otherwise due Provider Group (B * D)	Percentage of annualized amount otherwise due Provider Group	Prorated annualized amount otherwise due Provider Group (E * F)	Amount previously paid Provider Group in prior periods	Actual/ realized period payment amount (G – H)	Sum of total Quality Performance Measure Incentive Payments to Provider
1	300	65.62%			25%				
2	304	64.95%			50%				
3	302	73.20%			75%				
4	310	75.14%			100%				

3.6 Reconciliation. Both Parties agree that if the prorated annualized amount otherwise due Provider Group during the IP period 4 (final) is less than the sum of the prior IP payments already paid to the Provider Group (during periods 1 – 3) that OptumCare shall recover the difference via deduction from other performance incentive payments due Provider Group under the IP in this Exhibit H or the Provider Group's subsequent monthly capitation payment.

SECTION 4
Controlling High Blood Pressure

4.1 Controlling High Blood Pressure Measure. The Controlling High Blood Pressure HEDIS Measure applies to the percentage of members 18-85 years of age who had a diagnosis of hypertension (HTN) and whose BP was adequately controlled (<140/90 mm Hg) during the measurement year.

Reimbursement for reporting CPT Category II codes 3074F, 3075F, 3078F, and 3079F (control) are eligible for a payment of ( ) once per member, per calendar year. Reimbursement for reporting CPT Category II codes 3077F & 3080F (poor control) are eligible for a payment of dollars ( ) four times per year, per member, on different dates of service.

Providers may report CPT Category II codes for any Optum Medicare Advantage member who appropriately meets the criteria for billing the CPT Category II codes. Eligible providers include primary care and licensed practitioners such as advanced practice nurses and physician assistants. Payment will be distributed to the Group TIN for the provider that billed the CPT Category II Codes, when applicable. Providers can retroactively bill for the CPT Category II codes that appropriately and accurately meet the criteria. Submission must include one systolic **and** one diastolic code to qualify for the incentive.

SECTION 5
IP Screening Performance Measure

5.1 IP Screening Performance Measure Score. The Screening Performance Measure Score is based on screening opportunities found on a Provider Group Member's Focus On Care Form and the corresponding measure weights for those measures listed in Table 5 – Screening Performance Measures. The Screening Performance Measure Score calculation will consider all applicable claims, encounters, laboratory data and the accompanying medical record documentation submitted along with the Focus On Care Form by the Provider Group to OptumCare for dates of service within the applicable Measurement Reporting Period. A Focus On Care form for a Provider Group Member must be returned/submitted to OptumCare in order for the Provider Group to be eligible to receive a Screening Performance Measure Incentive Payment for that given Provider Group Member.

The screening measures enumerated on the Focus On Care Form represent the screening opportunities available for each Provider Group Member. Each Provider Group Member may **not** have screening opportunities identified on the Focus On Care Form, some, or perhaps even all, may be blank. If a Focus On Care form for a given Provider Group Member is blank (does not have any screenings opportunities identified/listed) then the Provider Group is not eligible to receive a Screening Performance Measure incentive payment for that given Provider Group Member and the Screening Performance Measure Score will be deemed to be zero (0).

EXHIBIT H (continued)

The calculation of the Screening Performance Measure Score shall be as follows:

(Sum of all weights for Screening Performance Measures completed for each Provider Group

Member / Sum of all weights for Screening Performance Measures opportunities for each Provider Group Member) * 100

The Screening Performance Measure Score will be calculated out to two decimal places. For example, if for a given Provider Group Member, the Performance Score calculated from a sum of the weights for Screening Measures completed is 45 and the sum of the weights for the Screening Measures opportunities is 65, then the Screening Performance Score will be 69.23% ((45/65) *100) not 70%.

Table 5 - Screening Performance Measures

Measure	Measure Description	Measure Weight
Diabetes Screening	Perform diabetes screening of HbA1c lab test in the current calendar year.	10
BMI Screening	Obtain and document BMI during the current calendar year.	5
Smoking History Screening	This Member does not have a smoking status reported in the last 24 months; please ask the Member about smoking status and/or second-hand smoke exposure and if positive please consider an office-based spirometry test for COPD (496).	5
Depression Screening	This Member does not have evidence of a PHQ Depression Survey in the current calendar year. Perform depression screening of PHQ-2. If PHQ-2 result is 2 or greater, perform a PHQ-9.	15
Dementia Screening	The Member has completed either a Mini-Cog, MMSE or SLUMS test annually	10
Vascular Screening	This Member is at risk for Atherosclerosis / PVD due to their age and medical history and has not completed a screen for Atherosclerosis / PVD in the past 24 months. Please order and perform an appropriate screen for Atherosclerosis / PVD.	15
Neuropathy Screening	Please perform a DPN or other appropriate test to screen for neuropathy.	10
CKD Primary Screening	The Member completes a GFR AND Serum Creatinine or a Urine MicroAlbumin/Creatinine Ratio (UMA/Cr) or Albumin Creatinine Ratio (ACR) during the current calendar year.	10
Parathyroid Screening	Perform secondary PTH Screening test.	5
CKD Secondary Screening	Perform a follow up CKD Screening test if initial labs show: • GFR/eGFR is normal and UMA/Cr or ACR abnormal, repeat UMA/Cr or ACR after 90 days of abnormal lab. • GFR/eGFR is abnormal and UMA/Cr or ACR normal, repeat GFR after 90 days of abnormal lab. • GFR/eGFR is abnormal and UMA/Cr or ACR abnormal, repeat both tests after 90 days of abnormal labs. NOTE: a test performed prior to 90-day testing window will not be considered.	10
Thrombocytopenia Screening	Perform a CBC secondary screening test.	5

5.2 Screening Performance Measure Score Threshold. Is the percentage that the Screening Performance Measure Score for a given Provider Group Member must equal or exceed in order

for the Provider Group to receive a Screening Performance Measure incentive payment. The Screening Performance Measure Score Threshold shall be seventy percent (70.00%).

5.3 Screening Performance Measure Incentive Payment Frequency: The Screening Performance Measure Incentive Payment may be paid up to a maximum of one (1) time annually for Provider Group Members.

5.4 Screening Performance Measure PMPY Rate. Is the amount of reimbursement that the Provider Group may earn PMPY for every Provider Group Member whose Screening Performance Measure Score exceeds the Screening Performance Measure Score Threshold and for whom OptumCare has received a Focus On Care form from the Provider Group. The Screening Performance Measure PMPY Rate shall be dollars ( ).

5.5 Screening Performance Measure Incentive Payment: The following conditions must be satisfied in order for Provider Group to receive a Screening Performance Measure Incentive Payment for a Focus On Care Form returned/submitted along with supporting clinical documentation by Provider Group to OptumCare: 1) Focus On Care Form Submission Date must fall anytime within the calendar year; and 2) the requirements and conditions described in Sections 5.2 and 5.3 of this Exhibit H must be satisfied.

OptumCare will pay Provider Group the Screening Performance Measure Incentive Payment Rate up to the frequency limits stated in section 5.3 of this Exhibit H for every Focus On Care Form that meets the conditions cited above.

The Screening Performance Measure Incentive Payment will be made upon review of accuracy, meeting the 70% threshold, and being deemed complete by OptumCare.

SECTION 6
Provider Group Attestation Program (PGAP)

6.1 Diagnosis Documentation Performance Measure Score: The Diagnosis Documentation Performance Measure utilized in the IP is dependent upon the Diagnosis Attestation. A Diagnosis Attestation form must be returned/submitted by Provider Group to OptumCare for a given Provider Group Member in order for the Provider Group to be eligible to receive a Diagnosis Documentation Performance Measure incentive payment for the given Provider Group Member.

A count of the various Diagnosis Code Statuses assigned by OptumCare in evaluating the diagnoses contained in the medical record documentation accompanying the Diagnosis Attestation submitted by the Provider Group to OptumCare is used in determining the Diagnosis Documentation Measure Score.

The calculation of the Diagnosis Documentation Measure Score shall be the sum of the counts of all diagnoses with Diagnosis Code Statuses as follows:

((Confirmed + Disagree + Not-Validated + Resolved + Void) / (Confirmed + Disagree + Insufficient + Not-Validated + Resolved + Void)) * 100

The results of this calculation will be rounded to two decimal places.

The Diagnosis Attestation must have a Date Printed that is less than or equal to sixty (60) days prior after to the DOS or no more than thirty (30) days *after* prior the DOS in order for the Provider Group to be eligible to receive a Diagnosis Documentation Performance Measure incentive payment for the given Provider Group Member. Diagnosis Attestations with a Date Printed that falls outside of the ranges mentioned above will not be considered eligible to receive a Diagnosis Documentation Performance Measure incentive payment and the Diagnosis Documentation Measure Score will be deemed to be zero (0).

Not every Provider Group Member will have diagnosis evaluation opportunities identified on the Diagnosis Attestation. Diagnosis Attestations returned/submitted by Provider Group to OptumCare without any diagnosis evaluation opportunities identified (Example ICD-9's Pending: 0) are not eligible for Diagnosis Documentation Performance Measure incentive payment and the Diagnosis Documentation Measure Score will be deemed to be zero (0).

6.2 Diagnosis Documentation Performance Measure Score Threshold: Is the percentage that the Diagnosis Documentation Performance Measure Score for a given Provider Group Member must equal or exceed in order for the Provider Group to receive a Diagnosis Documentation Performance Measure incentive payment. The Diagnosis Documentation Performance Measure Score Threshold shall be seventy percent (70.00%).

6.3 Diagnosis Documentation Performance Measure Incentive Payment Frequency: The Diagnosis Performance Measure Incentive Payment may be paid up to a maximum of two times annually for Provider Group Members.

6.4 Diagnosis Documentation Performance Measure Incentive Payment Rate: The Diagnosis Performance Measure Incentive Payment Rate shall be dollars ( ) for the first Diagnosis Attestation that meets the Diagnosis Documentation Performance Measure Score Threshold for a DOS between first 2 quarters of each calendar year (January 1, 202X and June 30, 202X. Moreover, the Diagnosis Performance Measure Incentive Payment Rate shall be dollars ( ) for any Diagnosis Attestation that meets the Diagnosis Documentation Performance Measure Score Threshold for a DOS between last 2 quarters of each calendar year (July 1, 202X and December 31, 202X).

Provider Group will disseminate at least 50% of Diagnosis Performance Measure Incentive Payments (Attestation Payments) to those providers accomplishing task to the specifications noted in Section 6.1.

6.5 Diagnosis Documentation Performance Measure Incentive Payment: The following conditions must be satisfied in order for Provider Group to receive a Diagnosis Documentation Performance Measure Incentive Payment for a Diagnosis Attestation returned/submitted by Provider Group to OptumCare: 1) The Diagnosis Attestation Evaluation Status must be designated as "complete"; 2) the DOS and Diagnosis Attestation Submission Date must fall between one of the period begin and end dates listed Section 6.4; and 3) the requirements and conditions described in Sections 6.1 and 6.2 of this Exhibit H must be satisfied.

The Diagnosis Documentation Performance Measure Incentive Payment will be made upon review of accuracy, meeting the 70% threshold and being deemed complete by OptumCare.

SECTION 7
New Member Provider Group Office Visit Incentive

7.1 OptumCare agrees to pay Provider Group a one-time payment of for conducting an in-person office visit with a new Provider Group Member within 90 days of that Provider Group Member being first assigned to Provider Group. In order to be eligible for this incentive, the parties agree that the in-person office visit must be conducted by a licensed and credentialed provider. The parties further agree that Provider Group must complete a new member assessment form and submit along with visit notes to the satisfaction of OptumCare.

SECTION 8
CAHPS – Provider Service Performance Incentive

8.1 Provider Service Performance Incentive

OptumCare agrees to pay Provider Group an incentive of PMPQ for Four Star Performance (92% or greater) and PMPQ for 5 Star Performance (97% or greater) based on quarterly Burke Survey results for 2023. Payment of this incentive will generally be paid after the end of each quarter following the quarter in which an incentive is earned. Eligibility to participate in Provider Service Performance Incentive requires a Burke Survey response rate of at least 7% of Provider Group Membership.

SECTION 9

Medication Adherence Incentive Program

The 2023 Provider Group Medication Adherence Incentive Program goal is to improve the compliance rate for members requiring Medication Therapy Management comprehensive medication review, as well as the medication adherence compliance rate for specific categories of medications: 1) Medication Adherence for Cholesterol (“MAC”); 2) Medication Adherence for Diabetes Medications (“MAD”); 3) Medication Adherence for Hypertension (“MAH”); (4) Medication Adherence for Statin Therapy for Persons with Cardiovascular Disease (“SPC”); and (5) Medication Adherence for Statin Use in Persons with Diabetes (“SUPD”).

Under the provisions of the MAI, Provider Group may be eligible to receive a performance incentive as described in this Exhibit H.

The MAI Measure Year shall be January 1, 2023, through December 31, 2023. The MAI only pertains to activities and evaluations that take place during and for the MAI measurement year. No other period is expressed or implied to be covered or evaluated by this MAI.

9.1 MAI Medication Adherence Performance Measures

a) **MAC:** The Medication Adherence for Cholesterol (statin drugs). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.

b) **MAD:** The Medication Adherence for Diabetes Medications (excluding insulin). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request

c) **MAH**: The Medication Adherence for Hypertension (RAS antagonists). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.

d) **MAI Medication Adherence Performance Measure Payment**: For eligible Provider Group Members, Provider Group will be reimbursed for every 100 Day Supply prescription written by them and filled by Provider Group Member for Cholesterol Medications (MAC), Oral Diabetic Medications (MAD), and Hypertension Medications (MAH), once per category per 100 days, up to three times per year, for a potential payment of PMPY, per category (MAC, MAD, MAH).

9.2 SUPD Medication Adherence For Statin Use in Persons with Diabetes

a) **SUPD: The Medication Adherence for Statin Use in Persons with Diabetes**. The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.

b) **SUPD Compliance Rate:** The Medication Adherence for Statin Use in Persons with Diabetes compliance rate is an evaluation of a Member's compliance in taking their prescribed medication for Diabetes (statin drug). The SUPD Compliance Rate is calculated as the final 2023-year end PDC for SUPD.

c) **SUPD Compliance Threshold:** Is the percentage that the SUPD Compliance Rate must equal or exceed in order for the Provider Group Member to be considered compliant for SUPD. The SUPD Compliance Threshold shall be eighty percent (80.00%). This measure is adapted from the Medication Adherence Proportion of Days Covered measure that was developed and endorsed by the Pharmacy Quality Alliance (PQA) and also endorsed by the National Quality Forum.

d) **SUPD Population Compliance Percentage:** Is the number of PROVIDER GROUP Members whose SUPD Compliance Rate equals or exceeds the SUPD Compliance Threshold divided by the total number of Provider Group Members evaluated for SUPD.

e) **SUPD Performance Measure Payment Rate:** Is the amount of reimbursement that the Provider Group may earn for each Provider Group Member evaluated for SUPD. The SUPD Performance Measure Payment Rate shall be determined by the SUPD Population Compliance Percentage as shown below in the SUPD Performance Measure Payment Rate grid.

SUPD Performance Measure Payment Rate Grid

SUPD Population Compliance Percentage	SUPD Performance Measure Payment Rate
85.00% to 85.99%	
86.00% to 88.99%	
89.00% or greater	

f) **SUPD Performance Measure Payment:** OptumCare will pay Provider Group the SUPD Performance Measure Payment Rate for each Provider Group Member evaluated for SUPD up to the SUPD Performance Measure Payment Frequency Limit.

g) **SUPD Performance Measure Payment Frequency Limit:** The SUPD Performance Measure Payment Frequency Limit shall be one (1) time annually.

9.3 MAI Medication Management Therapy Measure (MTM)

a) **MTM:** The Medication Therapy Management comprehensive medication review. It is a Member-centric comprehensive approach designed to improve medication use, reduce the risk of adverse events, and improve medication adherence. Members are identified as eligible for the review upon meeting the following criteria:

At least 3 of 5 chronic health conditions (heart failure, diabetes, high blood pressure, high cholesterol, rheumatoid arthritis) – AND –
Take 8 or more chronic medications – AND –
Are anticipated to fall into the annual Medicare Part D coverage gap "donut hole".

b) **MTM Compliance:** Medication Therapy Management comprehensive medication review compliance is achieved when a Provider Group Member successfully completes a comprehensive medication review with OptumCare MTM Services or with another OptumCare designated clinical pharmacist.

c) **MTM Performance Measure Payment Rate:** Is the amount of reimbursement that the Provider Group may earn for each Provider Group Member determined to be eligible for MTM and for whom MTM Compliance is achieved. The MTM Performance Measure Payment Rate shall be dollars ( ).

d) **MTM Performance Measure Payment:** OptumCare will pay Provider Group the MTM Performance Measure Payment Rate for each Provider Group Member for whom MTM Compliance is achieved up to the MTM Performance Measure Payment Frequency Limit.

e) **MTM Performance Measure Payment Frequency Limit:** The MAD Performance Measure Payment Frequency Limit shall be one (1) time annually.

SECTION 10
Other Provisions and Notices

10.1 IP Payment. Notwithstanding anything to the contrary in this Exhibit, if Provider Group is no longer a contracted provider in OptumCare's network under the Agreement (or a similar successor agreement with OptumCare) on the IP Payment Date, then Provider Group will not be eligible to participate in the IP and as such will not receive any IP payment.

10.2 Payment to Physicians. Provider Group represents and warrants that to the extent Provider Group distributes any portion of the payment it receives from OptumCare pursuant to this Exhibit to its physicians, Provider Group has made such distribution(s) in compliance with CMS' rules and regulations, including specifically and without limitation applicable physician incentive plan rules, and no physician has received an amount that would result in substantial

financial risk (as defined by CMS regulations) for any physician. Both Parties agree to amend the Agreement as necessary for all payments made pursuant to this Exhibit H to be in compliance with CMS rules and regulations. Provider Group shall provide OptumCare with a description of its physician compensation arrangements and such other information as requested by OptumCare in order to demonstrate Provider Groups's compliance with CMS rules and regulations.

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: Optum: 3,160

Corporate/Business Entity Name:	Optum Health Networks, Inc (f/k/a LifePrint Health, Inc.)	
(Include d.b.a., if applicable)	OptumCare	
Street Address:	2716 N. Tenaya Way	**Website:** www.optum.com
City, State and Zip Code:	Las Vegas, NV 89128	**POC Name: Tony Alamo, MD** **Email: antonio.alamo@optum.com**
Telephone No:	702-242-7539	**Fax No: 855-277-7021**
Nevada Local Street Address: **(If different from above)**	2716 N. Tenaya Way	**Website: www.optum.com**
City, State and Zip Code:	Las Vegas, NV 89128	**Local Fax No: 855-277-7021**
Local Telephone No:	702-242-7539	**Local POC Name: Tony Alamo, MD** **Email: antonio.alamo@optum.com**

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

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

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

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

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

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

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

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

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

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

Robert B. McBeath — Signature

Robert B. McBeath — Print Name

President — Title

11/8/2022 — Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

Leadership

Andrew Witty / Chief Executive Officer / UHG
Dirk McMahon / President, Chief Operation Officer / UHG
John Rex / Executive Vice President, Chief Financial Officer / UHG
Cory B. Alexander / Strategic Advisor / UHG
Rupert Bondy / Executive Vice President, Chief Legal Officer / UHG
Heather Cianfrocco / Chief Executive Officer / Optum RX
Terry M. Clark / Chief Marketing Officer / UHG
Sandeep Dadlani / Executive Vice President, Chief Digital and Technology Officer / UHG
Ranju Das / Chief Executive Officer / Optum Labs
Wyatt Decker, MD / Chief Executive Officer / Optum Health
Joy Fitzgerald / Senior Vice President, Chief Diversity, Equity & Inclusion Officer / UHG
Patricia L. Lewis / Executive Vice President, Chief Sustainability Officer / UHG
Tracy Malone / Senior Vice President / UHG
Richard Mattera / Senior Vice President, Chief Development Officer / UHG
Phil McKoy / Chief Information Officer / Optum
Erin McSweeny / Executive Vice President / Chief People Officer / UHG
John Prince / Chief Operating Office / Optum
Tom Roos / Senior Vice President, Chief Accounting Officer / UHG
Dan Schumacher / Chief Executive Officer / Optum Insight and Chief Strategy & Growth Officer / UHG
Jennifer Smoter / Senior Vice President, Chief Communications Officer / UHG
Zack Sopack / Senior Vice President, Investor Relations / UHG
Brain Thompson / Chief Executive Officer / UHG
Margaret-Mary Wilson, MD / Executive Vice President, Chief Medical Officer / UHG
Norman Wright / Executive Vice President, Health Equity Strategy / UHG

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

Issue:	**Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, 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 Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – same term
Amount: Amendment 3 – revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment One, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two, effective May 1, 2021, added SelectHealth Med (HMO/POS) Network to the existing Agreement. Amendment Three, effective May 1, 2023, updated the compensation schedule for Select Health Med (HMO/POS).

This Amendment Four requests to further update the revenue codes in the Exhibit A Compensation Schedule. All other terms in the Agreement are unchanged.

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

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

Cleared for Agenda
June 21, 2023

Agenda Item #
8

AMENDMENT FOUR TO PARTICIPATING FACILITY AGREEMENT

This Amendment Four to Participating Facility Agreement ("Amendment") is entered into as of the 1st day of July, 2023 ("Effective Date"), by and into between SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital").

WHEREAS, Plan and Hospital have entered into a Participating Facility Agreement with an effective date of 27th day of May, 2020, ("Agreement") and amended on October 8, 2020 to add the Qualified Health Plan Addendum; amended on May 1, 2021 to add hospital participation in the Select Health Med (HMO/POS) Network; and amended on May 1, 2023 to extend the term and update schedules;

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, Plan and Hospital desire to further update the reimbursement schedules;

WHEREAS, Plan and Hospital desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibit A to the SelectHealth Participating Facility Agreement is deleted in its entirety and is replaced with the attached Exhibit A Compensation Schedule;

2. Except as expressly stated herein, the Agreement remains in full force and effect.

SelectHealth, Inc. **SelectHealth Benefit Assurance, Inc.:**	**University Medical Center of Southern Nevada:**
Print Name: Todd Trettin	Print Name:
Sign: DocuSigned by: Todd Trettin 41C0D41ECABA447...	Sign:
Title: VP & CFO	Title:
Date: 06/20/2023	Date:

EXHIBIT A
SelectHealth Value Network/Med Network – Compensation Schedule

[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:	SelectHealth, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5381 Green Street	**Website:** www.selecthealth.org
City, State and Zip Code:	Murray, UT 84123	**POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org
Telephone No:	800-538-5038	**Fax No:** 801-442-0776
Nevada Local Street Address: **(If different from above)**	1980 Fesitval Plaza Dr., Suite 930	**Website:** www.selecthealth.org
City, State and Zip Code:	Las Vegas, NV 89135	**Local Fax No:** NA
Local Telephone No:	800-538-5038	**Local POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org

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)
Patricia Rae Richards	President and CEO	
Kristin Roberts McCullagh	Secretary	
Thomas Joseph Risse	Vice President and CFO	
Gregory Martin Johnson	Treasurer	
Jerry Roy Edgington	Vice President	
David Alvin Lemperle	Vice President	
Russel John Kuzel	Vice President	
Robert Letcher White	Vice President	
Michael Antony Anglin	Director/Trustee	
Josh Allen England	Director/Trustee	
LeeAnne Burke Linderman	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Karla Kay Bergeson	Director/Trustee	
Maria Jean Garciaz	Director/Trustee	
Patricia Rae Richards	Director/Trustee	
Albert Rene Zimmerli	Director/Trustee	
Mark Richard Briesacher, MD	Director/Trustee	
Daniel Gerald Gomez	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

David Brett Sanford	Director/Trustee	
Alexander Marc Harrison, MD	Director/Trustee	
Maria Rocio Summers	Director/Trustee	

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

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

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

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

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

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

DocuSigned by:

01D2B0C0E0C0428...
Signature

Kristin McCullagh
Print Name

Counsel Senior/Division Director
Title

04/23/2020
Date

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

Issue:	**Eighth Amendment to Memorandum of Understanding with Intermountain IPA, LLC**	**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 Eighth Amendment to Memorandum of Understanding with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000850000 Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 8 – extend for three (3) years from 6/1/2023 to 5/31/2026
Amount: Amendment 8 – revenue based on volume
Out Clause: 180 days w/o cause except between the months of September and February

BACKGROUND:

Since June 2009, UMC has had an agreement with Intermountain IPA, LLC (previously called HCP IPA Nevada, LLC, DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC, and d/b/a HealthCare Partners of Nevada) ("Intermountain") to provide its members healthcare access to the hospital and its associated Urgent Care facilities.

On June 19, 2012, the Board of Hospital Trustees approved a new Memorandum of Understanding ("MOU") with Intermountain for the same services to include but is not limited to medical, diagnostic and surgical services for the treatment of Intermountain Medicare Advantage members. The term was from June 1, 2012 through May 31, 2015. The following amendments have been entered into by the parties: a) Second Amendment, effective June 1, 2015, extended the term through May 31, 2018 and updated Exhibit A-1 (Fee Schedule); b) Third Amendment, effective July 13, 2017, changed the business name and updated Exhibit A-1 (Fee Schedule); c) Fourth Amendment, effective June 1, 2018, extended the term through May 31, 2020 and updated Exhibit A-1 (Fee Schedule); d) Fifth Amendment, effective June 1, 2020, changed the business name, extended the term through May 31, 2023 and updated Exhibits A-1 (Fee Schedule) and C (Medicare Advantage HMO Plans); e) Sixth Amendment, effective March 1, 2021, updated Exhibit C (Medicare Advantage HMO Plans); and f) Seventh Amendment, effective January 1, 2022, updated Exhibit C with Exhibit C plans.

Cleared for Agenda
June 21, 2023

Agenda Item #
9

This Eighth Amendment requests to update the business name to Intermountain IPA, LLC, extend the term for three (3) years from June 1, 2023 through May 31, 2026, and update rates for the extension period.

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

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

EIGHTH AMENDMENT TO
The Memorandum of Understanding Between
HCP IPA Nevada, LLC
University Medical Center of Southern Nevada

THIS EIGHTH AMENDMENT ("Amendment"), dated and effective June 1, 2023, is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as "Hospital") and HCP IPA Nevada, LLC (hereinafter referred to as "Company").

WHEREAS, the parties have previously executed a Memorandum of Understanding (the "MOU") effective June 1, 2012, amended on June 1, 2015 to extend the term period and adjust the contract rates; amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusions section; and amended on June 1, 2018 to extend the term period and adjust the contract rates; amended on June 1, 2020 to do a Name Change, adjust contract rates, and modify Exhibit C; amended on February 1, 2021 to delete Exhibit C and replace with Exhibit C Plans; and amended on January 1, 2022 to delete Exhibit C and replace with Exhibit C Plans; and

WHEREAS, the parties desire to further amend the MOU to do a Name Change, extend the term period and modify Exhibit A-1.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the MOU, the parties agree to amend the MOU as follows:

1. **Name Change**: Any reference to "HCP IPA Nevada, LLC" shall be changed to "Intermountain IPA, LLC", and any reference to "Company" shall continue to mean Company.

2. **Extend Section 5 Term** for three (3) years effective June 1, 2023 and ending May 31, 2026 at 11:59 p.m.

3. **Delete Exhibit A-1** dated June 1, 2020 – May 31, 2023 in its entirety and replace it with Exhibit A-1 dated June 1, 2023 – May 31, 2026 attached hereto.

The parties ratify and affirm the MOU and agree that it is in full force and effect as amended herein. In case of conflict between the terms of the MOU and the terms of this Amendment, the terms of this Amendment will control.

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

HOSPITAL:	**COMPANY**
By:_____	By: Justin Bollenback Justin Bollenback cn=Justin Bollenback, o=Intermountain Health, ou=Desert Region VP of Finance, email=justin.bollenback@imail.org, c=US 2023.06.01 16:56:30 -07'00'
Name: Mason VanHouweling	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

EXHIBIT A-1
Intermountain IPA –Fee Schedule - CONFIDENTIAL INFORMATION

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

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
Women Owned Business Enterprise (WBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
Physically-Challenged Business Enterprise (PBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
Small Business Enterprise (SBE):
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
Nevada Business Enterprise (NBE):
Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.
Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

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

For All Contracts –

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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

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

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☒ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other

Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise

Business Name:	Intermountain IPA, LLC	
(Include d.b.a., if applicable)		
Business Address:	6355 S. Buffalo Drive, Third Floor	Las Vegas, NV 89113
Business Telephone:	702-318-2400	**Email:** https://intermountainnv.org/contact-us/
Business Fax:		
Local Business Address	6355 S. Buffalo Drive, Third Floor	Las Vegas, NV 89113
Local Business Telephone:	702-318-2400	**Email:** https://intermountainnv.org/contact-us/
Local Business Fax:		

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

"Business 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.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
Paul Krakovitz,MD	President, Secretary	None (officer only)
Justin Bollenback	Vice President, Chief Financial Officer	None (officer only)
Cara Camiolo, MD	Chief Medical Officer	None (officer only)

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please note that County 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature

John D. Lach
Print Name

VP, Contracting + MSO
Title

4/4/23
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"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)

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

Issue:	**Letter of Agreement with Hometown Health**	**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 Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Effective March 1, 2023
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

BACKGROUND:

This request is to enter into a Letter of Agreement ("LOA") with Hometown Health ("Hometown") to establish reimbursement rates for orthopedic and anesthesia services provided to Hometown members effective March 1, 2023 and includes an annual inflator beginning March 1, 2024. The rates will remain in effect until the existing Agreement is amended to add said services.

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

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

Cleared for Agenda
June 21, 2023

Agenda Item #
10

Hometown Health

2/27/2023

University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102

Attn: Contact Name: Rose Coker
Email Address: rose.coker@umcsn.com
Phone Number: 702-383-3982

This Letter of Agreement will cover the following:

1. Hometown Health will reimburse University Medical Center of the 1st Quarter Current Year Medicare Physician fee schedule for Specialty services per ASA unit for Anesthesia services, and per visit for Primary Care Services. Primary Care Services will have an inflator of applied annually beginning March 1, 2024. Claims shall be processed in accordance with Hometown Health's payment policy edit guidelines. Hometown Health allows 365 days from the date of service to submit a claim for payment. If billed charges are less than the amount stated herein, reimbursement will be made at billed charges. Applicable member copayments, deductibles and/or coinsurance shall be deducted from the amount Hometown Health reimburses.

2. Hometown Health shall process the claim within thirty (30) days of receipt of a clean claim.

3. University Medical Center agrees to look only to Hometown Health for compensation for the medically necessary prior authorized covered services except for applicable copayment, co-insurance, deductible charges, and/or disallowed charges and agrees to hold harmless the insured from responsibility for payment of any balance between University Medical Center and the agreed upon contracted amount stated in item #1.

4. This Agreement is effective March, 1, 2023 and will remain in effect until the existing contract is amended to add Orthopedic and Anesthesia services. This agreement is contingent on Member's certificate of coverage remaining effective with Hometown Health at the time services are rendered.

5. This Agreement supersedes all prior agreements between the parties relating to the rates in item 1, including the letter of agreement signed by the parties dated December 29, 2022, which is hereby terminated.

DocuSigned by:
Dirk Brenfeldt
4BB8A8696670ACE...
Hometown Health

University Medical Center
Tax Identification #88-6000436

6/7/2023 | 16:50 PDT
Date

Date

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.	
(Include d.b.a., if applicable)	OneHealth	
Street Address:	10315 Professional Cir.	**Website: Hometownhealth.com**
City, State and Zip Code:	Reno, NV 89512	**POC Name: Danae Lear** **Email: Dlear@hometownhealth.com**
Telephone No:	775-982-3008	**Fax No: 775-982-3751**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
David Hansen
8D9F2F0F6F1B401...
Signature

David Hansen
Print Name

CEO Hometown Health
Title

8/17/2021 | 18:32 PDT
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services**	**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 Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000872000
Funded Pgm/Grant: N/A
Description: Nursing Excellence Solution
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Two (2) months after Facility's Magnet designation date
Amount: $358,750
Out Clause: 60 days w/o cause

BACKGROUND:

This request is to enter into an Agreement with HealthLinx, Inc. ("HealthLinx") for Nursing Excellence Assessment Services. HealthLinx professionals will provide nursing excellence and performance improvement expertise through assessment and project planning to ensure UMC meets and/or exceeds the Magnet standards and UMC is successfully designated as a Magnet Facility by the American Nurses Credentialing Center (ANCC).

UMC will compensate HealthLinx for its services as follows:

Nursing Excellence Assessment & Plan	$48,900
Nursing Excellence Project Management	$296,350
Reimbursables	$13,500
Total	$358,750

Cleared for Agenda
June 21, 2023

Agenda Item #
11

Either party may terminate this Agreement for convenience upon a 60-day written notice. Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement if deemed beneficial to UMC.

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

NEAP℠+NEPM NI – New Client Magnet® Initial Designation

(Prepared for University Medical Center of Southern Nevada)

This **NURSING EXCELLENCE SOLUTION AGREEMENT** for **Nursing Excellence Assessment and Plan (NEAP℠)- and Nursing Excellence Project Management (NEPM)-NI** ("Agreement") is made by and between HealthLinx®, Inc., (hereafter, "HealthLinx®"), on the one hand, and the healthcare facility signing below (hereafter, the "Facility"), on the other, and is effective as of the Effective Date written in Facility's signature block.

Whereas HealthLinx® is a hospital-exclusive firm specializing in:

- Departmental & Leadership Excellence, e.g., Transformational Leadership,
- CNO Leadership,
- Nursing Excellence, e.g., Magnet®[1],
- Organizational Excellence Initiatives,
- Project Management, e.g., Interim, and
- Performance Improvement Consulting.

Whereas Facility seeks HealthLinx®' nursing excellence and performance improvement expertise to ensure Nursing meets and/or exceeds the Magnet® standard and is successfully Designated as a Magnet® Facility by the ANCC®.

Now, **therefore**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which both parties expressly acknowledge, the parties, intending to be legally bound, agree to the following terms and conditions:

1. **Nursing Excellence Assessment & Plan ("NEAP").**

   The Nursing Excellence Assessment & Plan ("NEAP℠") Report, which includes assessment to the Magnet® standards, a customized project plan for successful designation and an on-site report. The NEAP℠ is further detailed in Exhibit A.

2. **Nursing Excellence Project Management ("NEPM").**

   HealthLinx® will manage and provide critical resources to accomplish the recommendations made within the NEAP Final Report. Details of the actual agreed to solutions provided under the NEPM are estimated in this Agreement and will be further outlined in the NEAP. In addition, the NEAP & NEPM Process Map can be referred to in Exhibit B.

   The components of the NEPM will include:

   - Plan for Excellence Reports delivered quarterly and the supporting Unit Level Summary of Outcomes ("ULSOs"). See Exhibit A for a high-level overview of what can be

[1] MAGNET®, Magnet Recognition Program®, ANCC®, Magnet®, and the Magnet Journey® are registered trademarks of the American Nurses Credentialing Center. The products and services of HealthLinx® are neither sponsored nor endorsed by ANCC. All Rights Reserved.

expected in these quarterly reports, where the first is delivered at the NEAP Report and will provide a baseline for future quarterly reporting.

- Infrastructure Support Intensive
    a. Review, implementation & evaluation of care practices to improve structures and processes related to the Nursing Excellence Infrastructure
    b. Collaborate with team to determine onsite schedule and deliverables
- Project Management Launch Meeting
    a. 1/2 day.
    b. Meet with all document writers and Magnet® steering committee (if Facility has a committee).
- Quality Improvement Activities
    a. Virtual/onsite meetings with Outcome Improvement team to discuss results and action plans.
    b. Provide communication techniques to dissemination quality indicators, engagement results.
- Onsite SOE (Sources of Evidence) Alignment. For purposes of this Agreement, Sources of Evidence and SOE are defined as the total amount of narratives and corresponding evidence documents, required by the ANCC® for a Submission.
    a. 1.5 days
- Writing Intensives
    a. Customized to be either onsite or virtually.
    b. Meet with writers and lock up SOEs in real time with expert content guidance.
- Patient Satisfaction Deep Dive
- Content Editing
    a. By the aligned VPNE.
    b. Includes all OOs and SOEs.
- Copy Editing
    a. One voice uniformity.
    b. Language, grammar, 3rd person.
    c. Professional presentation.
- Conference Calls & Minutes
    a. Periodic per the Project Plan and as mutually agreed by MPD and VPNE.
    b. One hour each.
    c. Includes the Magnet® Program Director, CNO, document writers.
- Bi-monthly Project Status Reports
- E-Docs℠
- Writing Tools
    a. SOE trackers.
    b. Writing templates.
    c. SOE Guidance for each OO and SOE (created by our expert consulting team).
- Travel (VP's travel hours only, not reimbursable expenses)
- Post-Submission Assessment & Report. See Exhibit F.

Top of Agreement
Table of Exhibits

- Site Visit Preparation
    a. Review of ANCC Schedule.
    b. Conference calls.
    c. Planning of the site visit.
    d. Writing practice interview questions (from content) for selected SOEs.
    e. Mock Site Visit – conduct prep interviews with selected teams/units.

3. **Critical Project Dates**.

   The following dates are important and agreed to project dates:

   - Facility will deliver the documents and data on 06/12/2023.
   - The NEAP[SM] Assessment dates are 07/12/2023 and 07/13/2023.
   - The NEAP[SM] Final Report & Project Management Start Meeting date is 08/17/2023.
   - Facility's Submission Date is: TBD.

4. **NEAP Investment and Payment Terms.**

   The NEAP Investment Fee is $48,900 (100-599 Licensed beds). The Fee will be further reduced if this Agreement is returned to HealthLinx per the date and time specified in the Fee Reduction for the Timely Execution Discount section below.

   This Fee is an estimate and is dependent upon the date-specific discounts outlined herein.

   The investment includes all services listed in Exhibit A and Exhibit B excluding reimbursable expenses. Reimbursables will be invoiced separately. The Investment is non-refundable and all fees regardless of due date are payable to HealthLinx® and remain so even if Facility terminates this Agreement.

   If Facility requires and/or requests additional support or work to be performed after the NEAP[SM] Final Report meeting and before the actual start of the Project Plan, the additional support may be billed/invoiced on an hourly basis.

   All fees are due thirty (30) days from execution of this Agreement.

5. **NEAP Timely Agreement Execution Discount.**

   Time is of the essence. The Assessment and Plan should be conducted as soon as possible since it will set up the schedule and associated deadlines for the entire project.

   In the event Facility returns this executed Service Agreement by

   06/30/23,

   the investment will be reduced by one thousand dollars ($1,000).

Top of Agreement
Table of Exhibits

6. **NEPM Investment and Payment Terms**.

The NEPM Investment Fee is $296,350.00 and will be further outlined in the NEAP Report. The Fee above does not include Reimbursable Expenses.

Any Additional Documentation Request by the ANCC is not included in the Fee above and may be added to the Agreement by an additional Addendum at that point in time (if needed). However, due to the timely nature of Facility's request and requirement to respond to ANCC by a specified date, HealthLinx is willing to review the ANCC feedback and begin delivering service toward helping Facility to correct the SOEs in question in advance of a signed Addendum if needed. Facility's agreement to proceed by sending ANCC feedback and or engaging in Consultation on these Additional Documentation requests requires all fees in the Addendum to remain due regardless of the date of execution.

The project time allocated in the Plan (found in the NEAP Final Report) has been set-aside by HealthLinx® for Facility. This limited capacity will not be given to another client and is reserved for Facility. We know from experience and based on best practices; this reserved capacity is needed to achieve a successful result. In the event Facility needs additional resources beyond those outlined in the NEAP Final Report, Facility will be billed separately for these additional resources.

For resources required where HealthLinx® must provide expedited support due to Facility's tight/short document submission deadline with the ANCC® (such as additional Writer's Intensives to expedite the completion of narratives), HealthLinx® will provide a separate budget. Expedited support results in additional resources required outside of current capacity/utilization planning and will be billed at higher consulting rates. Therefore, it is highly recommended that Facility stay on-track with the Project Plan mutually agreed to in the NEAP Final Report.

If additional services beyond the scope of the Plan are necessary at any point, an Addendum may be mutually agreed to by HealthLinx® and Facility and added to this Agreement, however, the total of any additional Fees plus invoices incurred for Reimbursable Expenses will not exceed twenty percent (20%) of the NEPM Fee, or a maximum of contingency of additional fees and Reimbursable Expenses of $59,270.00.

The NEPM payment terms are as follows:

- The 1st Payment (60%) is $177,810.00 and is due thirty days from the NEAP Report event, or by 9/18/2023.
- The 2nd Payment (40%) is $118,540.00 and is due one hundred eighty days from the NEAP Report event, or by 2/16/2024.

To maintain high standards of quality and success rate for our clients, HealthLinx® only partners with a specific number of organizations for each ANCC® document submission date. Once HealthLinx® is at full capacity, HealthLinx® will no longer accept partnerships for those specific ANCC® document submission dates. HealthLinx® is committing its resources to the full Project Plan and is setting aside capacity for Facility that it cannot replenish should Facility decide to change direction in the middle of the project.

Top of Agreement
Table of Exhibits

Therefore, both parties are committing to the Project Plan outlined within the NEAP Final Report, this Agreement, and the payment plan outlined above. The Service Fee is non-refundable and all payments regardless of their due dates are payable to HealthLinx® and remain so even if Facility terminates this Agreement.

Should Facility change direction in the middle of the project, HealthLinx® will work with Facility to mutually modify the Project Plan and timeline to adjust to Facility's situation with the expectation that Magnet® designation is still the goal, however, the timeline may change. Any unused portion of the Service Fee will be applied to the adjusted Project Plan. HealthLinx® has nearly a 100% client success rate with Magnet® designation/re-designation and is committed to partnering with organizations that are committed to operational nursing excellence and successfully being Magnet® designated.

Facility Contact Information:

Invoices

Invoicing Associate's Name: Accounts Payable - UMCSN
Invoicing Associate's Email: accountspayable@umcsn.com
Invoicing Associate's: Phone:
Invoicing Associate's Executive Assistant Name:
Executive Assistant's Email:
Executive Assistant's Phone:

P.O. Associate's Name:
P.O. Associate's Email:
P.O. Associate's: Phone:

7. **Client Appreciation Discount**.

In the event and during the term of this agreement, if Facility executes an agreement for an additional HealthLinx® solution, which include:

- Transformational Leadership℠ (TL),
- Transformational Leadership PLUS℠ (TLP),
- CNO Leadership Solution℠ (CL) or
- Organizational Excellence℠ (OX).

Then Facility's Service Fee for the additional solution shall be reduced by two thousand dollars ($2,000). This future discount will be accounted for and reflected on the first invoice for the additional solution.

Top of Agreement
Table of Exhibits

In the event and during the term of this agreement, if Facility executes an agreement for an additional HealthLinx® solution, which include:

- Department Assessment (DA),
- Interim Leadership (IL),
- Project Management (PM) or
- Permanent Leadership Acquisition Management℠ (PL).

Then Facility's Service Fee for the additional solution shall be reduced by five hundred dollars ($500). This future discount will be accounted for and reflected on the first invoice for the additional solution.

Future Discounts cannot exceed the total value of the additional and future solution. A maximum of one (1) Discount can be applied to each future solution. Discounts for future solutions are not cumulative. Discounts will only be available if this Agreement has not been terminated. The above list is subject to change.

8. **Reimbursables**.

Facility agrees to reimburse HealthLinx® for its reasonable business expenses associated with the above services (mileage if consultant(s) commutes, coach airfare or business class airfare, when appropriate (see directly below), hotel accommodations, automobile rentals and gas, taxi/cab, meals, and similar travel related expenses). Reimbursables paid by Facility will not exceed $13,500 and travel will only be reimbursable pursuant to Facility's Travel Reimbursement Policy attached hereto as **Exhibit G**.

9. **First-Edit" Content Penalty for Sources of Evidence (SOE)**.

The goal is a successful document submission and zero penalties. In order to drive a successful project and deadlines that are met as mutually agreed, this proven penalty structure is necessary and should be known by the entire team. An SOE Delivery Schedule will be presented as an initial recommended plan in the NEAP Final Report, and further reviewed and mutually agreed to by Facility and VPNE. In the event an SOE is not received by HealthLinx® VPNE per the SOE Delivery Schedule, the Fee will increase by $0 for each delinquent SOE.

SOEs not delivered will be added to the SOE delivery requirements in the following month, thus increasing the narrative delivery amount.

HealthLinx® may reject an SOE narrative if it is incomplete or unacceptable (as reasonably determined by HealthLinx®), per the mutually agreed upon delivery schedule. A rejected SOE narrative is defined as:

Top of Agreement
Table of Exhibits

- For any SOE that includes attached evidence – if any of the five (5) required sections are not completed.
- For any SOE that requires attached evidence – if the description in the narrative is not accompanied with attached evidence.

Any SOE rejected will not count as a delivered "First Edit" per the schedule. This is ultimately done to save Facility penalties.

SOEs can be submitted any time before a deadline. However, SOEs and corresponding documents will not be reviewed over weekends and holidays.

This fee structure and SOE delivery schedule will be communicated to the writing team and nursing leaders during the Organization Project Launch by HealthLinx® to encourage and support the mutually agreed upon writing deadlines that are required to not jeopardize Facility's document submission.

10. **Final-Copy Penalty**.

In the event an SOE is not received by the HealthLinx® Copy Editor per the SOE Delivery Schedule, Facility's Fee will increase by $0 for each delinquent SOE.

SOEs not delivered will be added to the SOE delivery requirements in the following month, thus increasing the SOE delivery amount.

11. **E-Docs℠**.

E-Docs℠ is an internal and user-friendly website utilized to showcase Facility's Nursing Excellence Journey. As shown in the Illustration #1 below, the E-Docs℠ process will integrate with the:

- VPNE-MPD-Copy Editor's process for locking Narratives and evidence,
- The Upload into ADAM, and
- The Upload into E-Docs.

Illustration #1

Top of Agreement
Table of Exhibits

E-Docs℠ includes:

a. The conversion of Facility's Content (.pdf) into a digital website that will:
   - Match Facility's branding.
   - Provide one "Banner" throughout.
   - Upon conversion completion will allow Facility to view as website for internal use which will be packaged and transferred to the client to be hosted on their own platform (intranet or other).
   - Communication between HealthLinx and Facility for smooth hand-off of Facility's E-Docs site.
   - Viewable offline, thus allowing Facility to permit access and view ability, at Facility's discretion, to Facility's management, staff, other remote users.

b. An E-Docs℠ Launch Meeting to plan the project and organize critical resources.
c. Four (4) calls:
   - Call #1: Share initial site/review navigation.
   - Call #2: Review OO, TL, SE, EP, NK.
   - Call #3: Blinding of Evidence.
   - Call #4: Finalize client facing site and transfer to the client.

d. Establishment of a secure SharePoint site for transfer of documents.
e. Published pages will be periodically submitted to the Facility for QA review via a secure, HealthLinx®-hosted web site during production (a "QA round"). During the E-Docs℠ Launch, HealthLinx® and Facility will review the prescribed QA process and agree upon the number of pages to be reviewed per QA round. Facility will receive notification of pages ready for review via email.

12. **HealthLinx® Successful Designation Guarantee for NEPM℠**.

See Exhibit D for Designation Guarantee.

13. **HealthLinx® Financial Benefit Guarantee for NEPM℠.**

See Exhibit E for Financial Benefit Guarantee.

14. **Hiring a HealthLinx® Associate**.

If Facility or any of Facility's affiliates and any HealthLinx® associate assigned to Facility create any form of business relationship, e.g., consultative, employer-employee, etc., during the term of this Agreement or during the one (1)-year period thereafter, Facility agrees to pay HealthLinx® a one-time Referral Fee equivalent to one hundred five percent (105%) of the HealthLinx® associate's first year Gross Compensation, due within fifteen (15) days after the HealthLinx® associate's start date with Facility or an affiliate of Facility, as the case may be. Notwithstanding the foregoing, Facility is not prohibited from offering employment to or creating a business relationship with, any person: (a) with whom it has had contact prior to the Effective Date; (b) who responds to a general solicitation or advertisement that is not specifically directed only to employees or agents of HealthLinx®; or (c) who is referred by a search firm, employment agency or other similar entity provided that such entity has not been specifically instructed to solicit the employees or agents of HealthLinx®.

Top of Agreement

Table of Exhibits

For purposes of this subsection, Gross Compensation includes the actual wages, salary, draw, independent contractor or consulting fees, commissions, bonuses, incentives, or any other form of income or compensation received by the HealthLinx® associate, or any form of compensation paid to the HealthLinx® associate by Facility to entice such HealthLinx® associate to accept Facility's offer of employment or perform services for Facility. Gross Compensation excludes actual relocation reimbursements. Sales tax will be added to the Regular Employment Fee where required by law.

15. **Permanent Leader Referral**

In the event a Permanent Leader referred by HealthLinx® is hired by Facility, then an additional Service Fee, equal to thirty-two percent (32%) of the additional Leader's Estimated First-Year Gross Compensation, is due thirty (30) days after the Leader's start date. Further, it is the obligation of Facility to forward to Facility's representative at HealthLinx® the finalized offer letter within forty-eight (48) hours of the acceptance of the offer by the newly hired Leader. A Permanent Leader is defined as any person and/or candidate referred by HealthLinx® to Facility or Facility's affiliates. _____.

16. **Facility Contact Information**

a. Project Lead / Magnet Program Director

Name: Debra Fox – Project Lead & Cathleen Hamel –Magnet Program Director
Email: Debra.fox@umcsn.com
Cathleen.hamel@umcsn.com
Phone: Debra Fox - 702-383- 3864
Cathy - 702-383-2734

b. Data Vendor Information

i. Patient Satisfaction

Vendor: Press Ganey
Facility Contact Name: Jeffrey Castillo & Alex Nanobashvili
Facility Contact Email: Jeffrey.castillo@umcsn.com
Alex.nanobashvili@umcsn.com

ii. Nurse Satisfaction

Vendor: Press Ganey NDNQI
Facility Contact Name: Alex Nanobashvili
Facility Contact Email: Alex.nanobashvili@umcsn.com

Top of Agreement
Table of Exhibits

iii. Nurse Sensitive Indicators

Vendor: Press Ganey NDNQI
Facility Contact Name: Alex Nanobashvili
Facility Contact Email: Alex.nanobashvili@umcsn.com

c. Invoices

Invoicing Associate's Name: TBD
Invoicing Associate's Email: accountspayable@umcsn.com
Invoicing Associate's Phone: n/a
Invoicing Associate's Executive Assistant Name: n/a
Executive Assistant's Email: n/a
Executive Assistant's Phone: n/a

P.O. Associate's Name: TBD
P.O. Associate's Email: TBD
P.O. Associate's: Phone: TBD

17. **Support Availability.**

HealthLinx® NEAP℠ support will be available to Facility Monday through Friday 9 a.m. to 5 p.m. EST. Support will not be available on weekends or on the following holidays: Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day.

18. **Notice.**

Notice will be accepted at the location and methods available and listed below. Notice will be considered given when either party receives it. Further, either Facility or HealthLinx® may designate a different person to whom notices should be sent at any time by notifying the other party in accordance with this Agreement. The following are the acceptable locations and methods of notice:

For Facility:

Name: University Medical Center of Southern Nevada
Title: Attn: Legal Department – Contracts Division
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

For HealthLinx®:

Name: Terrie Cooper
Title: Director of Finance
Email: tcooper@healthlinx.com

Top of Agreement
Table of Exhibits

19. **Term and Termination.**

The term of this agreement will be for two (2) months after Facility's Magnet designation date. In the event Facility does not receive designation, this Agreement will automatically terminate two (2) months after Facility is notified by the ANCC® that they will not be designated. Either party may terminate this Agreement upon sixty (60) calendar days with prior written notice to the other party. The parties may agree to extend this Agreement beyond this period by written renewal.

20. **Insurance**

HealthLinx®, Inc. will provide a Certificate of Insurance ("COI") to Facility, at the time this Agreement is executed, for the following insurances:

- Underlying General Commercial Liability Insurance: $2,000,000 per occur/$4,000,000 aggregate,
- Underlying Hired/Non-Owned Auto: $1,000,000 per occur/$1,000,000 aggregate,
- Underlying Professional Liability: $2,000,000 per occur/$4,000,000 aggregate,
- Worker's Compensation: Statutory Coverage,
- Underlying Employer's Liability $1,000,000 individual/$1,000,000 aggregate &
- Follow Form Excess/Umbrella Liability $2,000,000 per occur/$2,000,000 aggregate (provides cover over General, Auto, Professional, and Employer's Liability).

Therefore, the addition of the Underlying Insurance and the Form Excess/Umbrella provides the following insurances:

- General Commercial Liability Insurance: $4,000,000 per occur/$6,000,000 aggregate,
- Hired/Non-Owned Auto: $3,000,000 per occur/$3,000,000 aggregate,
- Professional Liability: $4,000,000 per occur/$6,000,000 aggregate,
- Worker's Compensation: Statutory Coverage,
- Employer's Liability: $3,000,000 individual/$3,000,000 aggregate &
- Cyber Security Liability: $5,000,000 individual/$5,000,000 aggregate.

21. **Survival.**

Expiration or termination of this Agreement will not affect any right or obligation that either party may have incurred prior to such expiration or termination.

22. **Medicare &/or Medicaid.**

HealthLinx® warrants that neither their corporation nor any of its employees that are utilized at Facility have been sanctioned by and/or excluded from participation in the Medicare and/or Medicaid programs.

Top of Agreement
Table of Exhibits

23. **Nondiscrimination Policy**.

HealthLinx® does not discriminate in the provision of any services based on race, color, religion, sex, national origin, marital status, veteran status, disability, age, or any other characteristic protected by law.

24. **Confidentiality.**

HealthLinx® agrees not to disclose Facility's confidential information to any party and to comply with all HIPAA-related policies provided by Facility to HealthLinx®. Facility agrees not to sell, license, or disclose, without HealthLinx®' written permission, any of HealthLinx®' printed materials, products, systems, or agreements. Notwithstanding the foregoing, HealthLinx® acknowledges that Facility is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Facility receives a records request for the disclosure of any information related to this Agreement which HealthLinx® has marked as "confidential" or "proprietary,", Facility will immediately notify HealthLinx® of such request and HealthLinx® shall immediately notify Facility of its intention to seek injunctive relief in a Nevada court for protective order. If HealthLinx® requires Facility to not release such records, then HealthLinx® shall indemnify and defend Facility from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of HealthLinx® document in Facility's custody and control in which HealthLinx® claims to be confidential and proprietary.

25. **HealthLinx® Is Not a Covered Entity or Business Associate**.

Facility acknowledges that HealthLinx® is not a covered entity as defined by 45 C.F.R. § 160.103 or any other applicable statutes. 45 C.F.R. § 160.103 defines a covered entity as a health care provider, such as a doctor, clinic, and pharmacy; a health plan, such as a health insurance company; and a health care clearinghouse that processes nonstandard health information received from another entity into standard electronic format. Facility acknowledges that HealthLinx® is not engaged in the provision of health care services, nor the processing of health information, and therefore, does not meet the definition of a covered entity.

Facility further acknowledges that HealthLinx® is not a business associate as defined by the applicable statutes. HIPAA defines a "business associate" as an entity that "creates, receives, maintains, or transmits" PHI "on behalf of" a covered entity to assist the covered entity in carrying out health care activities and health care functions. 45 C.F.R. § 160.103.

Facility acknowledges that HealthLinx® does not assist Facility in carrying out health care activities or health care functions. Facility further acknowledges that HealthLinx® is a purely operational and nonclinical consultant to Facility and does not create, receive, maintain, or transmit PHI on behalf of Facility. Facility acknowledges and agrees that HealthLinx® has no need for PHI in its provision of services related to the Project, and therefore, HealthLinx® is not a business associate to Facility. Facility acknowledges and agrees that HealthLinx® need not sign a business associate agreement.

Top of Agreement
Table of Exhibits

26. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to Nevada's choice-of-law rules. Any lawsuit relating to or arising out the terms and conditions of this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Clark County, Nevada. Nothing in this paragraph shall limit HealthLinx®' ability to remove a case filed against it in state court to a federal court if otherwise allowed by law.

27. **Amendment.**

This Agreement may only be amended or modified by a writing signed by duly authorized representatives of both parties. This Agreement contains the entire agreement between the parties as to its subject matter, and the parties agree that they have not relied on any representations, warranties, or other statements not contained in this Agreement in deciding to enter this Agreement. This Agreement supersedes all prior written agreements, understandings, and representations (oral and/or written) relating to the subject matter of this Agreement.

28. **Covenant Against Contingent Fees/Gratuities.**

HealthLinx® warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, Facility shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. Facility may, by written notice to HealthLinx®, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by HealthLinx® or any agent or representative of HealthLinx® to any officer or employee of Facility with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

29. **Personnel On-Site.**

HealthLinx® shall abide by Facility's relevant compliance policies, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, as may be amended from time to time, and may be required to register through Facility's vendor management system prior to arriving on-site. HealthLinx®'s employees, agents, subcontractors and/or designees who do not abide by Facility's policies may be barred from physical access to Facility's premises.

Top of Agreement
Table of Exhibits

In Witness, Whereof, the parties hereto have caused this Agreement to be executed on the Effective Date written below.

FACILITY:
By:

_____
Signature, Effective Date

_____
Mason Van Houweling, CEO
Facility: University Medical Center of Southern Nevada

HEALTHLINX®:
By: Matt Berry
_____
Matt Berry, CEO

****

Matt Berry
Matt Berry, CEO

Fee Reduction(s) Confirmation:
by signing herein, HealthLinx® confirms that the Service Fee will be reduced by one thousand dollars ($1,000) if Facility returns this executed Agreement by 5:00 p.m. Eastern Time on 06/30/2023.

****

Top of Agreement
Table of Exhibits

Table of Exhibits

Top of Agreement
Table of Exhibits

Exhibit A
Nursing Excellence Assessment & Plan
NEAP℠-NI - Magnet® Designation

The HealthLinx® NEAP℠ will assess and develop a plan to:

- Assess nursing-wide performance to all Magnet® standards,
- Develop performance improvement plans to ensure Nursing meets and/or exceeds the Magnet® standards,
- Monetize Facility's actual and potential improvements during the journey, and
- Manage Facility successfully to designation as a Magnet® Facility.

The NEAP℠ is the first step of a two-step process and is completed when a Facility determines it desires to meet or exceed the Magnet® standard and pursue designation. The NEAP℠ is an assessment of the Facility's infrastructure to support sustained operational nursing excellence. A core component of the NEAP℠ is the customized project plan. This plan outlines the second step of the process and the pursuit of the Magnet® standard and designation. This second step is called the Nursing Excellence Project Management ("NEPM℠"). See Exhibit B for the NEAP-to-NEPM process map.

The NEAP℠ is based upon HealthLinx®' best practices that have resulted in the industry's best client success rate of nearly 100% with 100+ organizations.

The NEAP℠ Report will include the following initial Plan for Excellence Report and Accompanying Unit Level Summary of Outcomes (ULSO), where these reports will be repeated throughout the NEPM on a quarterly basis:

1. Quantify and Align Nursing's Strategic Goals with the Facility's Strategic Goals.

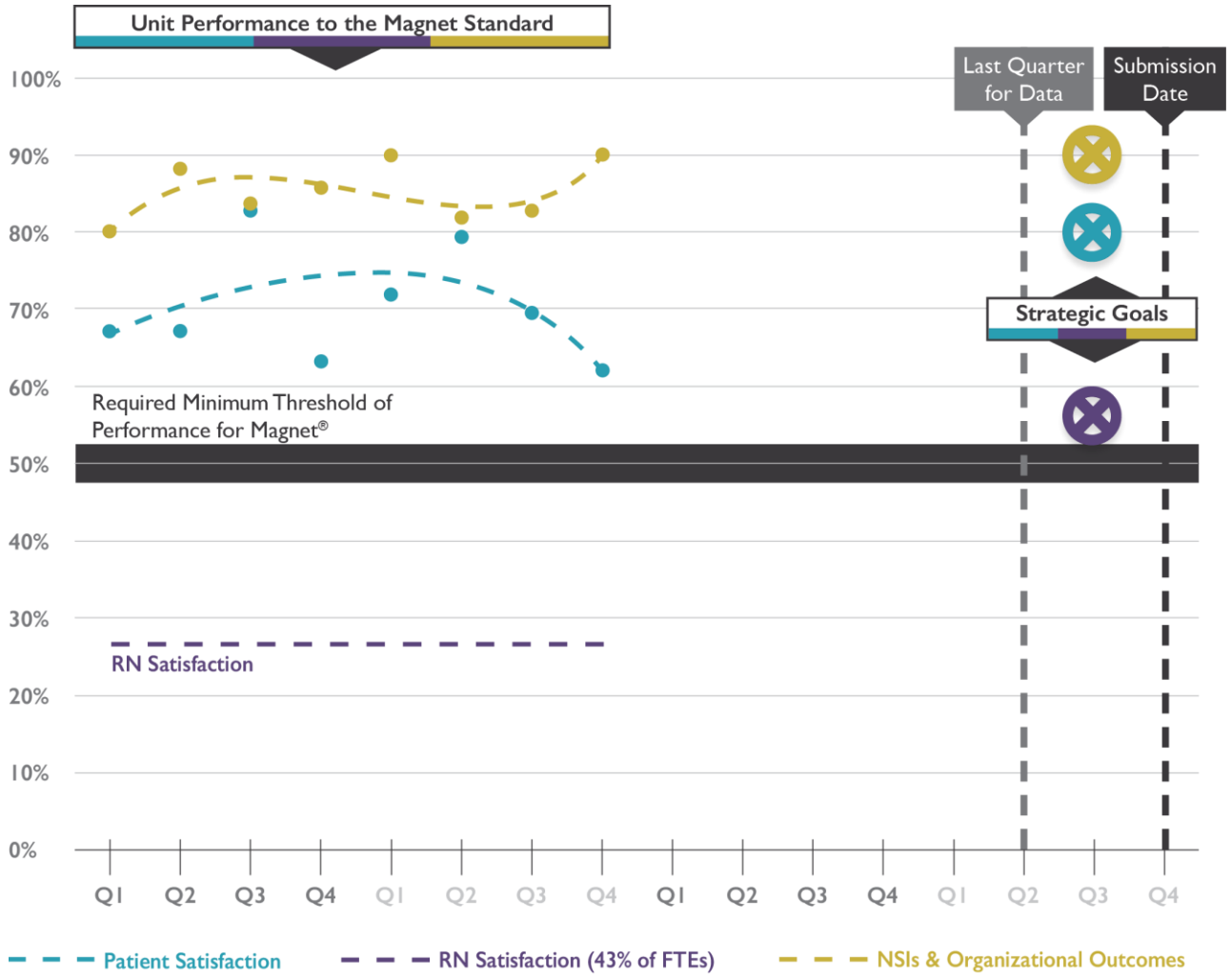
Strategic Pillar	Facility	Nursing
People	Employee Engagement Top Quartile	RN Engagement Above Magnet Standard
Quality	Top Quartile	NSIs Above the Magnet Standard
Service	Top Quartile	Patient Satisfaction
Finance	Top Quartile	
Growth	Top Quartile	
Innovation	Top Quartile	

Top of Agreement
Table of Exhibits

2. Develop a Project Plan, the suggested future NEPM℠, outlining all recommended solutions required from post-NEAP℠ to Facility's document submission date.

3. Create a detailed set of project-critical deadlines based on HealthLinx®' Best Practice Timeline, see Exhibit C.

4. Assess and quantify Nursing's current performance against the Magnet® Standard.



Top of Agreement
Table of Exhibits

Executive Summary					
Measure	RN Engagement	NSI's		Patient Satisfaction	
Operational Nursing Excellence Performance	✖ Underperforming	✔ Outperforming		✔ Outperforming	
Operational Nursing Excellence Summary	**44%** of units outperform in a majority of 7 reported measures	**93%** of units outperform in a majority of quarters for a majority of NSI's reported		**53%** of units outperform in a majority of quarters for a majority of domains reported	
Magnet Performance	✔ Outperforming	✔ Inpatient Outperforming	✖ Ambulatory Underperforming	✖ Inpatient Underperforming	✔ Ambulatory Outperforming
Magnet Summary	**56%** of eligible units outperform in at least 3 of 4 selected measures	>50% of eligible inpatient units outperform in **4 of 4** inpatient measures and **0 of 2** ambulatory measures		>50% of eligible units outperform in **3 of 4** selected domains for inpatient units and **4 of 4** domains for ambulatory settings	

5. Develop Performance Improvement Plans to meet and exceed the Magnet® Standard and/or specific strategic goals.

6. Assess and quantify nursing-wide obstacles and opportunities.

Identifies Nursing-Wide Opportunities

Service Line	Unit Name	Director	Manager	RN Satisfaction	NSIs		Patient Satisfaction		All
Emergency Department	Emergency Department	Hunter, MSN	Johnson, BSN, Interim	14%			0%	→	8%
Women's & Children's	NICU	Houston, MSN, 3.9 years	Jefferson, BSN, 3.9 years	100%	100%	↑			100%
	Nursery	Houston, MSN, 3.9 years	Brown, BSN, 20.3 years	71%		→			71%
	Mother/Baby	Houston, MSN, 3.9 years	McLeod, MPH, 16.2 years		100%	↓	100%	↑	100%
	Obstetrics/GYN	Houston, MSN, 3.9 years	Williams, BSN, 4.2 years	0%	100%	↑	100%	↓	59%
Perioperative Services	Anesthesia	Jones	McNutt	100%					100%
	Orthopedic Surgery Nursing	Wilcox	Oliver, 1.9 years	100%					100%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	3rd Surgical	Houston, MSN, 3.9 years	Shapiro, BSN, 1.9 years	100%	75%	↑	71%	↑	83%
	Outpatient Surgery	Kasenski, MSN	Smith, BSN	57%					57%
	Surgery	Kasenski, MSN	Morrell, MSN	29%			83%	↓	54%
Acute Care	Oncology	Houston, MSN, 3.9 years	Carter, BSN, 3.5 years	0%	75%	↑	29%	↑	28%
Cath Lab	Cardiac Cath Lab	Ferrell, non-RN	Carter, Non-RN Mgr						
—	5th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	7th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	Orthopedics	Houston, MSN, 3.9 years	Wood, BSN, 3.8 Years	57%	100%	↑	100%	↑	83%
	Endoscopy Lab	Cook, non-RN	Katio, BSN, 6.9 years	71%			83%	↓	77%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	Step-Down	Houston, MSN	Cantrell, BSN, 12.9 years	86%	75%	↑	14%	↑	56%
	ICU/CCU	Houston, MSN	Cantrell, BSN, 12.9 years	86%	25%	↑	43%	↑	56%
	Medical Unit	Houston, MSN, 3.9 years	Mason, MSN/MBA, 1.9 years	100%	50%	↑	0%	↓	50%
	Telemetry	Houston, MSN	Mercer, MSN	0%	100%	↑	43%	↑	39%
			# of Units Exceeding the Mean	12	10		6		16
			TTL # of Units Reported with Data	17	12		12		20
			% of Units Exceeding the Mean	71%	83%	↑	50%	↑	80%

Top of Agreement
Table of Exhibits

7. Assess and quantify service line obstacles and opportunities.

Identifies Service-Line-Specific Opportunities	Unit Name	Director	Manager	RN Satisfaction	NSIs		Patient Satisfaction		All
Emergency Department	Emergency Department	Hunter, MSN	Johnson, BSN, Interim	14%			0%	→	8%
Women's & Children's	NICU	Houston, MSN, 3.9 years	Jefferson, BSN, 3.9 years	100%	100%	↑			100%
	Nursery	Houston, MSN, 3.9 years	Brown, BSN, 20.3 years	71%		→			71%
	Mother/Baby	Houston, MSN, 3.9 years	McLeod, MPH, 16.2 years		100%	↓	100%	↑	100%
	Obstetrics/GYN	Houston, MSN, 3.9 years	Williams, BSN, 4.2 years	0%	100%	↑	100%	↓	59%
Perioperative Services	Anesthesia	Jones	McNutt	100%					100%
	Orthopedic Surgery Nursing	Wilcox	Oliver, 1.9 years	100%					100%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	3rd Surgical	Houston, MSN, 3.9 years	Shapiro, BSN, 1.9 years	100%	75%	↑	71%	↑	83%
	Outpatient Surgery	Kasenski, MSN	Smith, BSN	57%					57%
	Surgery	Kasenski, MSN	Morrell, MSN	29%			83%	↓	54%
Acute Care	Oncology	Houston, MSN, 3.9 years	Carter, BSN, 3.5 years	0%	75%	↑	29%	↑	28%
Cath Lab	Cardiac Cath Lab	Ferrell, non-RN	Carter, Non-RN Mgr						
—	5th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	7th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	Orthopedics	Houston, MSN, 3.9 years	Wood, BSN, 3.8 Years	57%	100%	↑	100%	↑	83%
	Endoscopy Lab	Cook, non-RN	Katio, BSN, 6.9 years	71%			83%	↓	77%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	Step-Down	Houston, MSN	Cantrell, BSN, 12.9 years	86%	75%	↑	14%	↑	56%
	ICU/CCU	Houston, MSN	Cantrell, BSN, 12.9 years	86%	25%	↑	43%	↑	56%
	Medical Unit	Houston, MSN, 3.9 years	Mason, MSN/MBA, 1.9 years	100%	50%	↑	0%	↓	50%
	Telemetry	Houston, MSN	Mercer, MSN	0%	100%	↑	43%	↑	39%
			# of Units Exceeding the Mean	12	10		6		16
			TTL # of Units Reported with Data	17	12		12		20
			% of Units Exceeding the Mean	71%	83%	↑	50%	↑	80%

8. Quantify nursing-wide and service line operational improvements.

Quantifies Facility-Wide Risk and Next Step

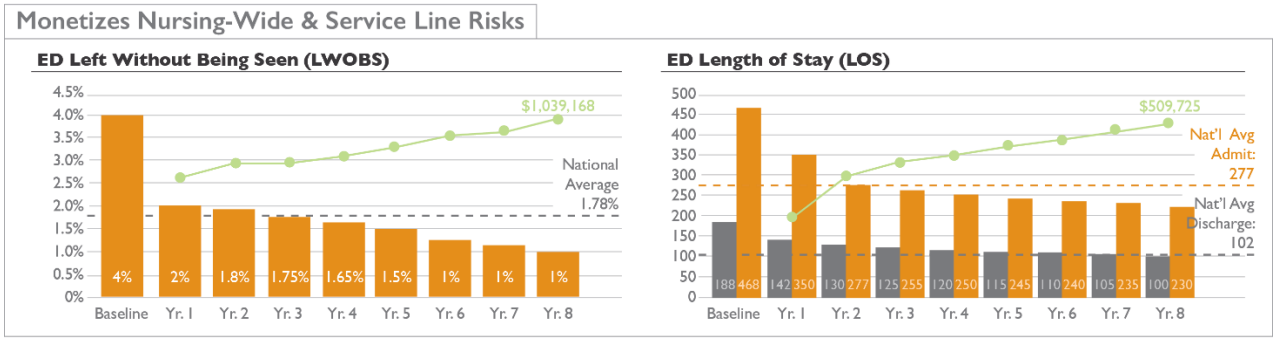
	Top Vertical-Cultural Obstacles		Measured Risk	Next Step
1.1	NSI significant data missing		Impeding Magnet readiness, visibility lacking around quality data	

Quantifies Service-Line Risk and Next Steps

	Top Vertical-Cultural Obstacles	Leadership	Measured Risk	Next Step
2.1	**Emergency Department** - RN satisfaction outperforms 14% of domains - Patient satisfaction underperforming in all domains - LWBS 4% (national mean 2%) 2 - Admission LOS 468 min. (3.2 hrs. > national mean) - Discharge LOS 188 min. (0.75 hr. > than national mean)	Tenure unkoown	1. Decreasing annual LWBS to 2%, the estimated first year impact will yield $692,778.[1] 2. Decreasing admission and discharge LOS yields significant time savings. If conservatively, only 2% of this additional capacity is converted to increased visits, then the estimated first year impact will yield $229,226.[1]	HealthLinx will set up time to discuss an action plan for optimal outcomes.

Top of Agreement
Table of Exhibits

9. Monetize nursing-wide and service line-specific obstacles and opportunities.



10. Outline recommendations to avoid predictable Designation threats (if identified).

11. Outline a prescribed SOE Delivery Schedule based on the final document submission date.

    As a note of importance and understanding, the SOE Alignment will be conducted after the NEAP[SM] is complete and is not part of this NEAP[SM] Agreement. The SOE Alignment is an immersion into specific descriptions with supporting evidence that align with the Magnet® Sources of Evidence and sprout from those foundational building blocks assessed in the NEAP[SM].

    The SOE alignment is based on the information and data from the NEAP[SM]. The two processes are not a duplication of effort – one is necessary to assess infrastructure gaps (NEAP[SM]) and the other aligns an organization's ability to document processes and outcomes that resulted from that infrastructure (SOE Alignment). The SOE Alignment will be conducted as part of the NEPM[SM] implementation solutions that will be outlined as part of the Project Plan (a deliverable within the NEAP[SM]).

12. Up to two (2) on-site visits by a Vice President Nursing Excellence – Analytics.

    The NEAP[SM] will determine which components are needed and will detail them in a written Project Plan (the NEPM[SM]).

13. The major components of the Project Plan (the NEPM[SM]) are as follows:

    - Outcome Threshold Management: The management and improvement of Facility's outcomes to meet or exceed the Magnet® standard through quarterly updates of Facility's Plan for Excellence and accompanying ULSO (as highlighted above).

    - Financial Impact Management: The management and monetization of actual and potential improvements of the Nursing Excellence journey.

Top of Agreement
Table of Exhibits

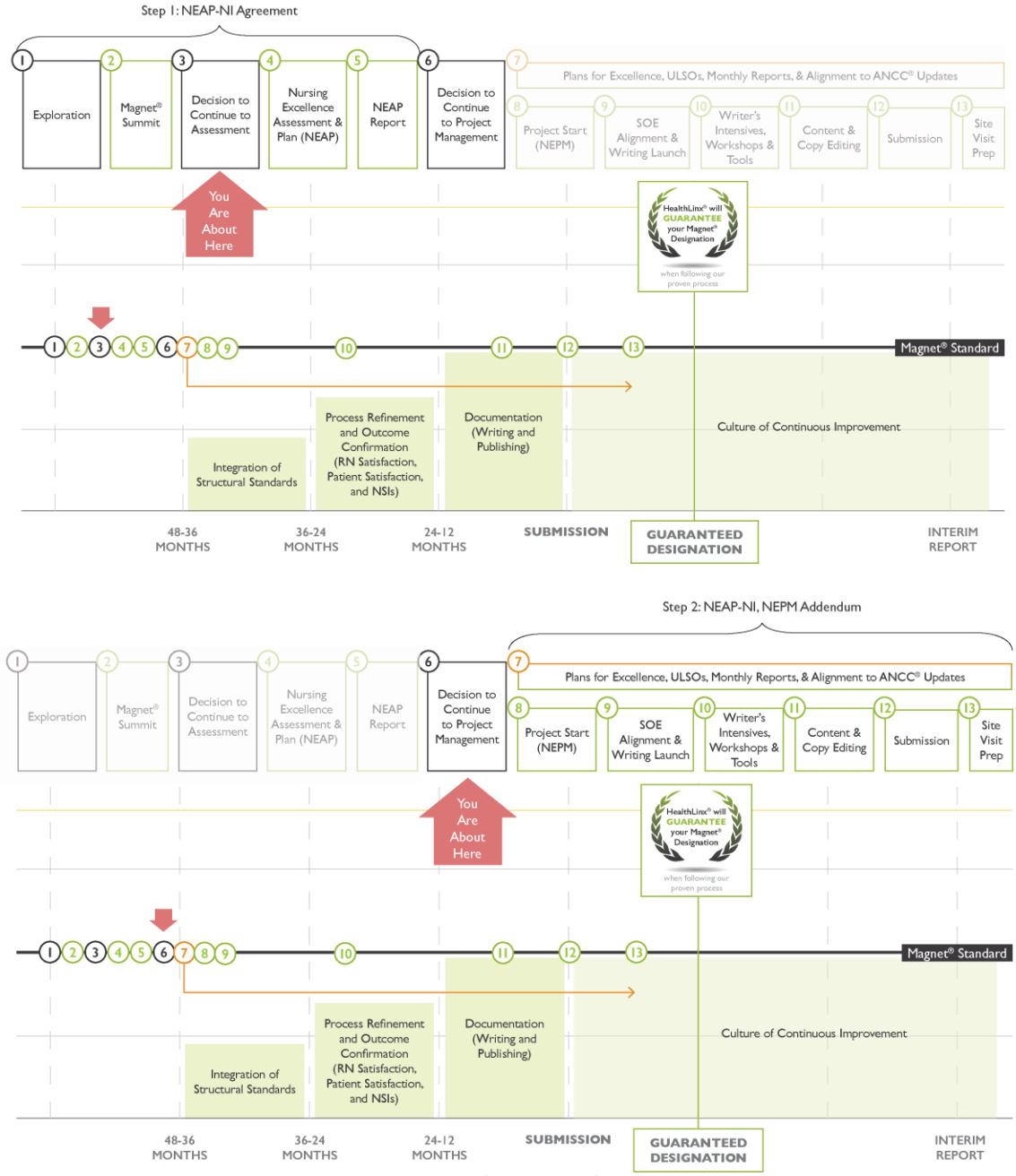
- Project Management:

    - Phase I: Foundation, Infrastructure Building, and Leadership Development.
    - Phase II: Creation and Submission of Documentation.
    - Phase III: Site Visit Preparation.

Top of Agreement
Table of Exhibits

Exhibit B
NEAP and NEPM Process Map

The NEAP[SM] is the first step of a two-step process and is completed when a Facility determines it desires to meet or exceed the Magnet® standard and pursue designation. The NEAP[SM] is an assessment of the Facility's infrastructure to support sustained operational nursing excellence. A core component of the NEAP[SM] is the customized project plan. This plan outlines the second step of the process and the pursuit of the Magnet® standard and Designation. This second step is called the Nursing Excellence Project Management ("NEPM[SM]").



**Note – the above visual shows the NEPM as a separate Addendum, however for purposes of this Agreement, both the NEAP and NEPM are included together.*

Top of Agreement
Table of Exhibits

Exhibit C

HealthLinx® Best Practice Timeline for Magnet® Designation

PRIOR TO 36 MONTHS
Complete Nursing Excellence Assessment & Plan (NEAP) to identify gaps in Magnet® requirements and generate/implement action plans to close the gaps; Completed Hard Gap Analysis
CNO-approved nursing strategic plan aligned with the organization strategic plan
Establish goals and action plan for organizational-level and unit-level certification and IOM 80% nurse BSN
CNO plan for financing nursing excellence initiative
Nursing organizational charts that show direct and indirect reporting of all nurses to the CNO, and Facility organizational chart that shows the CNO sits at the table with other C-suite members
Select/designate/mentor Magnet® Program Director (MPD)
Establish Magnet® steering committee
Identify and begin IRB-approved nursing research studies
Select national quality vendor and maximize participation for all indicators and eligible units (e.g., turnover, nurse-sensitive indicators, education, etc.)
Confirm that Patient Satisfaction vendor questions are compliant with Magnet® and that nationally benchmarked data is available at the unit/ ambulatory and/or clinic level
Confirm that RN satisfaction vendor questions are compliant with Magnet® and that nationally benchmarked data is available at the unit/ ambulatory and/or clinic level
Establish action plan to meet educational requirements for all nurse leaders
Ensure learner assessment and related education plans are conducted and developed; clearly identify process and evidence for each level
Nursing shared decision-making is in place and includes a formal structure with bylaws/charters
Professional practice model and care delivery system are developed with clinical nurse input

24-18 MONTHS
Select method of electronic document submission
Close Magnet® Application Manual requirement gaps
Establish writing plan with specific deadlines for accountability
Establish content and copy editing plan with specific deadlines for accountability
Establish document publishing plan with specific deadlines for accountability
Finalize writer selection
Nurse (RN) Satisfaction Survey complete (within 30 months of document submission)

36-24 MONTHS
Complete Nursing Excellence Assessment & Plan (NEAP) to identify gaps in Magnet® requirements and generate/implement action plans to close the gaps; Completed Hard Gap Analysis
Close Magnet® Application Manual requirement gaps
Thorough review and knowledge of the current Magnet® Application Manual requirements
Assess unit-level leadership performance based on unit outcomes, and develop action plan as needed for areas of underperformance
Develop an action plan for underperforming NSIs, RN satisfaction, patient satisfaction
Review and revise goals and action plan for organizational-level and unit-level certification and IOM 80% nurse BSN
Review job descriptions for performance expectations to support the Magnet® standards (e.g., use of EBP, certification, care coordination, etc.)
CNO involved in the process for credentialing, privileging, evaluating APRNs
Review policy/procedure to ensure at least one nurse votes on all nursing-related research protocols
Performance-based appraisals for all nurses at all levels (self, peer, annual goals)
Establish action plan to meet all Empirical Outcome SOEs including documenting pre data, intervention, and post data (minimum of 3 post data points)
Establish a consistent method for documenting work that has been performed (minutes, action plans, meeting summaries)

PRIOR TO 18TH MONTH
Selection of concepts, ideas, stories, and evidence for each SOE/unit is complete
Confirm allocated time and resources for writers
Implement writing plan and deadline
Implement the content and copy editing publishing plans
18-1 months Execute publication; There is no additional time for any real or substantive change.

[Top of Agreement](#)
[Table of Exhibits](#)

Exhibit D

Successful Designation Guarantee for NEPM℠

1. **HealthLinx® Successful Designation Guarantee**

   The HealthLinx® NEPM is a model that has continually delivered successful Magnet® designation by the American Nurses Credentialing Center® (ANCC®) to clients for over a decade. The HealthLinx® NEPM model is a prescriptive process that manages and provides critical resources to accomplish the recommendations made throughout the NEAP Report. Adherence to the HealthLinx® NEPM has proven to lead to successful designation.

   For clients that completely adhere to the HealthLinx® NEPM plan and process, HealthLinx provides the Successful Designation Guarantee ("Guarantee").

   In the event the initiatives undertaken during the NEPM do not result in Facility successful designation as a Magnet® facility, HealthLinx® will remit to facility payment of twenty-five thousand $25,000 thirty (30) days after the termination of this Agreement.

2. **Eligibility**

   To be eligible for the Guarantee, Facility must:

   - Select the HealthLinx® recommended date of submission which will be no less than 12 months from NEPM project launch.
   - Engage all components of the HealthLinx® NEPM process as outlined in the Report which will include the following:
     - Assessment,
     - NEPM Launch,
     - Performance Improvement Plan – Action Plan,
     - NEAP,
     - SOE Alignment,
     - Recommended number of Writer's Intensive(s),
     - Content Editing,
     - Copy Editing,
     - Bi-monthly Project Management Conference,
     - Recommended number of Plan for Excellence Reports and ULSOs,
     - Quarterly Performance Improvement meetings between CNO and HealthLinx® Outcomes Improvement Team, and
     - Site Visit Prep.
   - Provide all requested data for production of the Quarterly Unit Level Summary of Outcomes.
   - Additionally, if Additional Documents are requested by the ANCC®, HealthLinx® will be retained to provide Additional Documentation Consulting and the Project Manager will assist in the final upload to the ANCC®.

Top of Agreement
Table of Exhibits

3. **Conditions**

The following acts or omissions by Facility will void the Guarantee:

- Failure to address any critical threats as identified by HealthLinx® and communicated to Facility. The following is an incomplete list of possible critical threats:
  - Failure to resolve a key underperformance that was identified in the Report and the NEAP (i.e., lack of nursing research),
  - Failure to resolve a key underperformance or critical gap discovered after the NEAP (i.e., underperformance of an RN Satisfaction Survey), and/or
  - Inability to complete Sources of Evidence (SOE) for document submission.
- Unilateral changes to the mutually agreed upon deliverables.
- Deviation from the NEPM process and is notified in any way by HealthLinx® of the deviation.
- Failure to begin and/or operationalize HealthLinx® recommendations (i.e., at a Quarterly Plan for Excellence Reports).
- Failure to meet the Payment Terms and due dates.
- Failure to provide requested performance data during NEPM project.
- Failure to schedule and complete Quarterly Performance Improvement meetings with HealthLinx®.

Notice of an above event voiding Guarantee can be given by email.

Top of Agreement
Table of Exhibits

Exhibit E

Financial Benefit Guarantee ("FBG") for NEPM℠

In the event the initiatives undertaken during the NEPM do not result in Facility realizing a Financial Benefit equal to or greater than the sum of the cost of the NEPM, then HealthLinx® will refund the difference between the Financial Benefit and the sum of the NEPM thirty (30) days after the completion of this Agreement.

Further, and for calculation purposes, Financial Benefit will be determined utilizing the financial benefits shown in the Post-Submission Assessment & Report ("PSAR").

To be eligible for the FBG, Facility must:

- Provide HealthLinx® with all requested measurable financial performance data.
- Have completed a NEAP.
- Executed the NEPM agreement.
- Included the following components of the NEAP in the final NEPM project:
    - Recommended Plans for Excellence (and reviewed quarterly).
    - Recommended Unit Level Summary of Outcomes.

The following acts or omissions by Facility will void the Financial Benefit Guarantee:

- Changes to the recommended plan in the NEAP.
- Failure of CNO to attend quarterly reviews of ULSOs and Plans for Excellence meetings.
- Facility's refusal or inability to remove noted obstacles to Financial Benefits.
- Deviation from the process and is notified in any way by HealthLinx® of the deviation.
- Failure to begin and/or operationalize HealthLinx® recommendations.
- Failure to provide required data by the specified due dates each quarter.
- Failure to meet the Payment Terms and due dates.
- Failure to provide baseline data within 10 business days after the start of the project,
- Providing inadequate or conflicting data for the Quarterly Performance Improvement Reporting.
- Failure to provide necessary data supporting deliverables producing Financial Benefit by the 30th of the month after Magnet® Document Submission for the Post-Submission Assessment & Report.

The following facilities are not eligible for the FBG: i) Critical Access, ii) Hospitals with fewer than 25 beds, iii) Children's Hospitals, and iv) Long-Term Acute Care Hospitals.

Additionally, in order to be eligible for the FBG, Facility must launch the NEPM at least 30 months prior to Submission.

Top of Agreement
Table of Exhibits

Exhibit F

Post-Submission Assessment & Report ("PSAR")

The PSAR summarizes and illustrates the cultural, performance and financial improvements accomplished by HealthLinx® and Facility during their Nursing Excellence Journey. It is delivered by the HealthLinx® Team to the Facility's Executive Team after Submission and before Designation.

Exhibit G
TRAVEL REIMBURSEMENT POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **Facility assumes no obligation to reimburse travelers for expenses that are not pre-approved by Facility's representative or their designee which are not in compliance with this Travel Policy.**

Transportation:
- Domestic Airlines (Coach Ticket); one (1) checked bag fee. Number of trips must be approved by Hospital.
- Personal Vehicle: Hospital will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed $65 per day. This includes a 20% tip.

Lodging: Lodging will either be booked by Hospital or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night excluding taxes and fees (Monday to Thursday) and not to exceed $225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). Facility will reimburse up to $125 per day. Return re-fuel cap of $50 per vehicle.

Uber/Lyft/Taxi Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. Facility will reimburse up to $125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the ***original itemized receipts*** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Invoice
  - With Purchase Order number
  - List of travelers
  - Number of days in travel status
- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at $50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will ***NOT*** be allowable for reimbursement (not all inclusive):

- Personal vehicle (Facility will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals

- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (e.g., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: N/A

Corporate/Business Entity Name:	HealthLinx, Inc.	
(Include d.b.a., if applicable)		
Street Address:	PO Box 163425	**Website: www.healthlinx.com**
City, State and Zip Code:	Columbus, OH 43216	**POC Name: Cassie Wang** **Email: cwang@healthlinx.com**
Telephone No:	614-542-3311	**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)
Matt Berry	CEO	100%

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

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

   ☐ Yes ☐ 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.

Matt Berry	Matt Berry
Signature	Print Name
CEO	6/12/23
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Matt Berry

_____
Signature

Matt Berry
_____
Print Name
Authorized Department Representative

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

Issue:	**Amendment One and Two to the Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project**	**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 One and Two to Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000999901 / 3000702100
Description: Phase I & II of the Surgical Suite Refresh Project
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: No change in the Term
Amount: Amendment 1 – additional NTE $131,042.67
Amendment 2 – additional NTE $87,361.78
New Cumulative Total $4,384,928.33 for both Phases
Out Clause: Budget Act / Fiscal Fund Out

Fund Name: CC Cap Equip Transfer
Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

On May 18 2022 and January 25, 2023, the Governing Board approved the Agreements for Phase I & II with Steris Corporation ("Steris"), an HPG vendor, whereby UMC purchased medical equipment through Steris and Steris performs renovation and installation of that equipment in UMC's OR surgical rooms.

Under the Agreement for Phase I (Agreement for Surgical Lights and Equipment Booms dated June 3, 2022), UMC agreed to compensate Steris a NTE amount of $2,334,830.72 for an estimated seven (7) months for build-out, installation, and one-year warranty on equipment. This Amendment Two requests to add the Indigo light cleaning system to OR rooms 12, 14, and the endoscopy unit at an additional cost of $131,042.67.

Under the Agreement for Phase II (Agreement for Surgical Lights and Equipment Booms dated January 5, 2023), UMC agreed to compensate Steris a NTE amount of amount of $1,831,693.16 for an estimated fifteen (15) months for build-out, installation, and one-year warranty on equipment. The Amendment One to this

Cleared for Agenda
June 21, 2023

Agenda Item #
12

Agreement requests to add the Indigo light cleaning system to CVOR rooms 15 and 16 at an additional cost of $87,361.78.

These Amendments are being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Surgical Services has reviewed and recommends approval of these Amendments. These Amendments have been approved as to form by UMC's Office of General Counsel.

Steris currently holds a Clark County business license.

AMENDMENT ONE TO THE AGREEMENT
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
STERIS, INC. HEALTHTRUST PURCHASING AGREEMENT
FOR SURGICAL LIGHTS AND EQUIPMENT BOOMS (PHASE 1)

THIS AMENDMENT ONE ("Amendment") is entered into as of the date last signed by the parties below ("Amendment Effective Date") by and between STERIS Corporation (hereinafter referred to as "STERIS") and University Medical Center of Southern Nevada (hereinafter referred to as "CUSTOMER or OWNER"). STERIS and CUSTOMER are collectively referred to herein as the "Parties".

WHEREAS, STERIS and CUSTOMER have previously executed the Agreement for Surgical Lights and Equipment Booms effective May 26, 2022 (the Agreement); and

WHEREAS, STERIS and CUSTOMER desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit A. Phase 1 Quotation, shall be amended to add INDIGO CLEAN lighting for an additional $131,042.67 to reflect a new aggregate budget allowance of not to exceed $2,465,873.39. See attached Quote.

2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed this Amendment One to be effective as of the Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

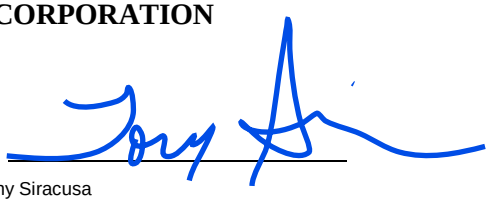
Signature: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

STERIS CORPORATION

Signature: 

Name: Tony Siracusa

Title: Vice President and General Manager

Date: June 15, 2023

Reviewed and approved as to form by the
STERIS Corporation Legal Department

CLM 06/14/2023

Attorney Initials Date

Quote No: DSTAUDE1537786

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US
ATTN: Janet david Lustina, Dir surgery (Phone: 7023832574)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

Revision No: 1
Date: 05 June 2023
Submitted By: Darcy Schroeder, Account Manager

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS is pleased to make the following proposal for your consideration:
Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

Quote No: DSTAUDE1537786

STERIS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Item	Equipment #	Description	Quantity	Extended Discount Price
2.0000	SE60190	INDIGO CLEAN lighting **SS Renovation Site Services- 12,14 and endo**	[redacted]	[redacted]
3.0000	SHIPPING & HANDLING	CHARGES	[redacted]	[redacted]

Currency: USD

Quote Total Excluding Taxes **131,042.67**

Quote No: DSTAUDE1537786

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 35

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

Quote No: DSTAUDE1537786

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required	Yes	No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required	Yes	No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler	Yes
Standard Size Dock (48-52" High)	Yes
Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit)	Yes

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment	Yes	No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required*	No	
Inside Delivery Beyond the Dock*	Yes	No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site	Yes	No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site	Yes	No

Updated on: 2/13/2023

* = Additional Charges Apply

Quote No: DSTAUDE1537786

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Date: 05 June 2023
Submitted By: Darcy Schroeder
Account Manager

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

_____

Bill To Address: _____

_____

View order history and place orders for accessories, consumables and parts on-line.
Visit us at https://shop.steris.com

AMENDMENT ONE TO THE AGREEMENT
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
STERIS CORPORATION
FOR SURGICAL LIGHTS AND EQUIPMENT BOOMS (PHASE 2)

THIS AMENDMENT ONE ("Amendment") is entered into as of the date last signed by the parties below ("Amendment Effective Date") by and between STERIS Corporation (hereinafter referred to as "STERIS") and University Medical Center of Southern Nevada (hereinafter referred to as "CUSTOMER or OWNER"). STERIS and CUSTOMER are collectively referred to herein as the "Parties".

WHEREAS, STERIS and CUSTOMER entered into that Agreement having an effective date of January 25, 2023 (the "Agreement"); and

WHEREAS, STERIS and CUSTOMER desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit A. Phase 2 Quotation, shall be amended to add INDIGO CLEAN lighting for an additional $87,361.78 to reflect a new aggregate budget allowance of not to exceed $1,919,054.94. See attached Quote.

2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed this Amendment One to be effective as of the Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

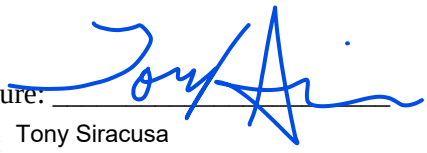
Signature: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

STERIS CORPORATION

Signature: 

Name: Tony Siracusa

Title: Vice President and General Manager

Date: June 15, 2023

Reviewed and approved as to form by the
STERIS Corporation Legal Department

CLM 06/14/2023

Attorney Initials Date

Quote No: DSTAUDE1538216

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US
ATTN: Janet david Lustina, Dir surgery (Phone: 7023832574)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

Revision No: 0
Date: 05 June 2023
Submitted By: Darcy Schroeder, Account Manager

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS is pleased to make the following proposal for your consideration:
Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

Quote No: DSTAUDE1538216

STERIS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	SE60190	INDIGO CLEAN lighting CVOR 15 and 16 **SS Renovation Site Services- INDIGO CLEAN**	[redacted]	[redacted]

Currency: USD	Quote Total Excluding Taxes	87,361.78

Quote No: DSTAUDE1538216

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 35

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

Quote No: DSTAUDE1538216

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required	Yes	No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required	Yes	No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler	Yes
Standard Size Dock (48-52" High)	Yes
Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit)	Yes

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment	Yes	No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required*	No	
Inside Delivery Beyond the Dock*	Yes	No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site	Yes	No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site	Yes	No

Updated on: 2/13/2023

* = Additional Charges Apply

Quote No: DSTAUDE1538216

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Date: 05 June 2023
Submitted By: Darcy Schroeder
Account Manager

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

_____

Bill To Address: _____

_____

View order history and place orders for accessories, consumables and parts on-line.
Visit us at https://shop.steris.com

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	STERIS Corporation	
(Include d.b.a., if applicable)		
Street Address:	5960 Heisley Road	**Website: www.steris.com**
City, State and Zip Code:	Mentor, OH 44060	**POC Name: Human Resources** **Email: humanresources@steris.com**
Telephone No:	800-548-4873	**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.
STERIS Corporation is a privately-owned child company of STERIS plc an Ireland based company that is publicly held. Below lists STERIS Corporation's officers. No Officer owns any substantial financial Interest.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dan Carestio	President & CEO	0
Mike Tokich	Senior Vice President, Chief Financial Officer	0
Cary Majors	Senior Vice President and President, Healthcare	0
Adam Zangerle	Senior Vice President, General Counsel & Secretary Legal	0

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

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

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

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

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

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

Julie Ann Dengate — Signature

Julie Ann Dengate — Print Name

Contract Administrator — Title

January 10, 2023 — Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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:

Julie Ann Dengate
Signature

Julie Ann Dengate
Authorized Department Representative

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

Issue:	**Third Amendment to RFP 2018-01 Agreement with Compass Group USA, Inc. for Food Services and Clinical Nutrition Management Services (Lot 2)**	**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 Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000834000 Funded Pgm/Grant: N/A
Description: Food Services and Clinical Nutrition Management Services (Lot 2)
Bid/RFP/CBE: RFP 2018-01
Term: Amendment 3 – exercise renewal option 12/31/2023 to 12/31/2025
Amount: Amendment 3 – additional NTE $12,423,760.00; Total cumulative $37,542,759.98
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

On January 1, 2019, after soliciting proposals through a Request for Proposal (RFP) process, UMC contracted with Compass Group USA, Inc. ("Compass") to provide retail food service at UMC's main campus, as well as patient food service, catering and clinical nutritional programs. In June of 2019, the parties executed a First Amendment revising the annual not to exceed amount to $4,800,000, and in May of 2022, a Second Amendment to further revise the annual not to exceed amount to support increased inflationary costs.

This Amendment Three requests to exercise the option to extend the Agreement term through December 31, 2025, and increase funding for the renewal term to account for adjustments to the patient day rate and number of patient days that have increased. All other terms, conditions, and stipulations contained in the Agreement are unchanged.

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

Cleared for Agenda
June 21, 2023

Agenda Item #
13

Compass Group USA, Inc. has a Clark County Business License.

THIRD AMENDMENT TO
AGREEMENT FOR FOOD SERVICES AND CLINICAL NUTRITION MANAGEMENT SERVICES (LOT 2) RFP 2018-01
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
COMPASS GROUP USA, INC.

This Third Amendment ("**Amendment**") is dated as of the date last signed by the parties below ("**Amendment Effective Date**"), and is between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital ("**Hospital**"), and COMPASS GROUP USA, INC., a Delaware corporation ("**Company**").

BACKGROUND

A. Hospital entered into an Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) RFP 2018-01 with Company dated December 12, 2018, as amended (the "**Agreement**").

B. The parties mutually agree to exercise the option to extend the Agreement.

ACCORDINGLY, the parties agree to amend the Agreement as follows:

1. The first whereas clause in the Witnesseth section of the Agreement is deleted in its entirety and replaced with the following language: "WHEREAS, COMPANY has the personnel and resources necessary to perform the SERVICES at the location(s) identified in Exhibit A ("Location" or "Locations") and with a budget allowance not to exceed $6,211,880.00 annually, including all travel, lodging, meals, and miscellaneous expenses, as further described herein; and"

2. Section I of the Agreement (**Term of Agreement**) is hereby amended such that the Initial Term of the Agreement is extended through December 31, 2025. For clarity, the remainder of Section I is unchanged.

3. The first sentence of Subsection II(A) (**Compensation**) is deleted in its entirety and replaced with the following language: "HOSPITAL agrees to pay COMPANY for the performances of SERVICES described in the Statement of Work (Exhibit A) not to exceed amount of $6,211,880.00 annually for the Services."

4. The table under Subsection 2.2(a) of Exhibit A-1 (**FNS Services**) is deleted and replaced with the following:

Per Patient Day Rate	Variable Rate	Projected Number of Patient Days
$15.28	$8.88	404.70 patient days (based on 147,715 annual patient days

5. All other terms, conditions and stipulations contained in the Agreement shall remain in full force and All other terms, conditions and stipulations contained in the Agreement remain in full force and effect, except that if there is a conflict between this Amendment and the Agreement, this Amendment controls. Unless otherwise defined in this Amendment**,** all capitalized terms have the meanings ascribed in the Agreement. This Amendment may be executed in one or more counterparts. Each counterpart is deemed an original, but all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date written below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**COMPASS GROUP USA, INC.**
By: _____	By: _____
Name: Mason Van Houweling (Please Print)	Name: Robert H. Kutteh (Please Print)
Title: CEO	Title: CEO, Healthcare
Dated: _____	Dated: _____

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Compass Group USA, Inc	
(Include d.b.a., if applicable)		
Street Address:	400 Northridge Rd	**Website:** www.compass-usa.com
City, State and Zip Code:	Sandy Springs, GA 30350	**POC Name:** Joyce Kruesopon **Email:** joycekruesopon@compass-usa.com
Telephone No:	714 319-2896	**Fax No:**
Nevada Local Street Address: **(If different from above)**	1800 W. Charleston Blv	**Website:**
City, State and Zip Code:	Las Vegas, NV 89102	**Local Fax No:**
Local Telephone No:	702 383-2000	**Local POC Name:** Alan Levine **Email:** Alanlevine@iammorrison.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)
Adrian Llewelyn Meredith	President & CFO	
Daniel Malcolm Thomas	Sr. Vice President and Treasurer	
Jennifer McConnell	Executive VP, General Counsel	

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

Joyce Kruesopon
Print Name

Regional Vice President
Title

March 14, 2021
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD 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

Cleared for Agenda
June 21, 2023

Agenda Item #
14