Audit and Finance Committee Meeting

Wednesday, September 23, 2020 2:00 pm

ProVidence Suite

Conference Dial-in Number: (844) 740-1264 Participant Access Code: 1331444853

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
September 23, 2020 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

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

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

This will be a telephonic meeting. You may access the meeting by dialing 844-740-1264 and pass code 1331444853.

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

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

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of August 19, 2020. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial reports for August FY21; and direct staff accordingly. *(For possible action)*

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

6. Review finalized CEO FY21 Performance Goals and Objectives; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Amendment 6 to the Cerner System Agreement with Cerner Corporation; and take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Amendment One to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the 340B Pharmacy Services Agreement with Walmart Inc.; authorize the Chief Executive Officer to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the addition of Equipment Schedule 010 to Master Lease Agreement No. 21237667 between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the addition of Equipment Schedule 011 to Master Lease Agreement No. 21237667 and Service Agreement between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

13. 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
August 19, 2020

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

The University Medical Center Governing Board Audit and Finance Committee was held at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:01 p.m. by Chair Robyn Caspersen and the following members were present via WebEx, which constituted a quorum.

CALL TO ORDER

Board Members:

Present (Via telephone):
Chair Robyn Caspersen
Jeff Ellis
Harry Hagerty
Mary Lynn Palenik
Dr. Donald Mackay
Christian Haase

Absent:
None

Others Present:
Mason VanHouweling, Chief Executive Officer (via phone)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Susan Pitz, General Counsel
Doug Metzger, Controller
Rose Coker, Director of Managed Care
Jacqueline Saites, Director of Contracts Management
Emelia Allen, Attorney
Carissa Rey, Associate Administrator
Dennis Hall, IT Facilitator
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments submitted 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 July 22, 2020. *(For possible action)*

A request was made to make a change to the end of the minutes to reflect Acting Chair Hagerty instead of Chair Caspersen.

FINAL ACTION: A motion was made by Member Hagerty that the minutes be approved as amended. Motion carried by majority vote. Chair Caspersen abstained, as she was not present for the July 22, 2020 meeting.

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

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

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Review and recommend for ratification by the Governing Board the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Quote 1 PO177061
- Quote 2 PO177061
- Quote PO175956
- Quote PO176034
- Quote PO176473
- PO175956
- PO176034
- PO176473
- PO177061_Redacted

ITEM NO. 5 Review and recommend for ratification by the Governing Board the emergency Purchase Order with Fisher Scientific for COVID testing supplies; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Fisher Lab COVID Standing Order-Redacted
- Disclosure of Ownership
- Order Confirmation

ITEM NO. 6 Review and recommend for ratification by the Governing Board the Emergency Purchase Order with Health Research System for COVID-19 PPE Supplies; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- PPE Glove Order
- Disclosure of Ownership

DISCUSSION: None

FINAL ACTION TAKEN: A motion was made by Member Hagerty that the Consent Items 4-6 be recommended to the Governing Board for ratification. Motion carried by unanimous vote.

SECTION 3. BUSINESS ITEMS

ITEM NO. 7 Receive the monthly financial report for June FY20 and July FY21; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- June FY20
- July FY21

DISCUSSION: Jennifer Wakem, Chief Financial Officer presented the financials for June and July.

The discussion began with the summary income statement for the month of June. Volumes were significantly below budget for the month due to COVID-19. Net revenue was below budget $28.4 million and operating expenses exceeded budget $14.4 million. Income from operations showed a loss of $41.7 million. The year ended below budget $63.1 million. Ms. Wakem reminded the Committee that prior to COVID19, we were exceeding budget.

Currently, for the period ending FY 20, period 13 will remain open until the auditors complete their review. The final June year to date financial statement will be shared with the Committee once the audit is complete.

Projected losses for FY20 as submitted to the County were $54.1 million, but actual losses came in at $52.3 million. So we were really not that far off of projection.

Next, Ms. Wakem shared the financials for the month of July. Key indicators showed that July was a very busy month since the start of COVID-19. Admissions exceeded budget by 34% and while volumes were significantly over budget, they were below prior year by 7.4%. Hospital CMI was 1.98, which exceeded budget of 1.79. Medicare CMI was very strong at 2.20. There was a significant increase in COVID positive patients in July. She highlighted we have two new transplant surgeons who have been very busy in the month of July, noting that there were 8 new transplant cases for the month.

Inpatient surgeries were 48% above budget and outpatient surgeries were 68% above budget.

ER visits were up 26% and trauma was up approximately 400 visits. She mentioned that the new ER Physician Group started July 1, 2020. The conversion rate of inpatients admitted from the ED was 7.8%, an increase of 18% over prior year.

Mr. Marinello added that a focal point of the new group is the admission rates and proper monitoring and statusing of admissions vs. observations.

Chair Caspersen asked why we were not budgeting the conversion rate when the other indicators are being budgeted. She was advised that the budget is based on historical data; therefore, the budgeted conversion rate for the current year is effectively the same as prior year

Quick cares were busy for the month, 120% over budget. Primary care locations were 116% over budget.

Reviewing stats trended, total admissions were strong, 28 over the 12-month average. There were 710 inpatient surgeries for the month and 493 outpatient surgeries. ER had almost 8,900 visits and the conversion rate of ED admissions was 7.82%. ED to observation percentage has decreased over the 12-month average.

In reviewing payor mix by admits trended, Ms. Wakem stated there is no evidence of a decline in payor mix due to COVID. Commercial is strong at 21.2% exceeding the 12-month average by almost 2% and Medicaid is down almost 4.5%. Medicare was up almost 4% over the 12-month average.

Summary income statement for July showed strong revenue and above budget by $21.4 million due to strong volumes, increased case mix index and no significant deterioration in the payor mix. Other revenue was above budget $4.1 million primarily due to Cares Act funding received and recorded in July. There was a loss for the month of $8.2 million.

Operating expenses were over budget primarily due to labor and supplies.

Chair Caspersen asked how the budget was split across the months for this year to prepare for a COVID second wave. Ms. Wakem stated that a second wave was baked into the budget in October or November, with the beginning of flu season.

Financial indicators showed net to gross looks good. The twelve-month average is 16.9% and we came in at 18.7%. Liquidity showed days cash on hand equal to 4.5 months. Cash collection goal first month out of the gate is very strong and exceeded goal by 103%.

Salary wages benefits were slightly over budget by $3.4 million. As volume increases the need for labor increases. She mentioned that after implementing the Voluntary Separation Program, volumes increased, therefore overtime was approved to assist with patient care. Currently reviewing ways to minimize overtime.

Ms. Wakem went on to discuss the Voluntary Separation Program and the monthly impact, which was $1.8 million. Chair Caspersen asked if this hit the salaries line, to which Ms. Wakem responded that it did.

Supplies were well over budget; $12.9 due to PPE and other COVID supplies. She added that we are buying more and paying more for PPE. Jacqueline Saites added that we are watching the global glove supply chain due to PPE shortages and hoping that we will not have to make additional large volume purchases.

Member Palenik asked if there are any supplies that were being used previously that are now obsolete. Ms. Saites stated that there is a huge demand globally for N-95 masks and they are now on back-order. Member Palenik asked if there are any relief funds for COVID that can be attached to the hospital PPE shortages. Ms. Wakem stated that there are still a lot of unfunded expenses. The conversation continued with a review of tracking the increased volumes in supplies and costs.

A review of the capital update shows that $19.3 million has been spent and $12.3 million has been committed but not spent. This is related to a lot of plans that have been delayed due to COVID.

Cash flow for the month of July shows $52.5 million in cash received from payors and patients. This is strong because the business office hit their goal and June IAF and DSH payments were received. There will be more cash for FY 20 coming in FY 21.

The balance sheet shows cash looks good. No other concerns noted.

Ms. Wakem shared the budgeted FY 21 cash flow with the Committee. It was estimated by quarter. She also updated the Committee that the County will be paying out to the hospital a portion of their Cares Funding in the 1st quarter of FY 21.

Chair Caspersen requested that planned capital expenditures be addressed in the future. The executive team will go back and review planned projects and re-evaluate whether they would move forward or use the capital for another purpose.

Ms. Wakem next provided an update on the financial impact from the Voluntary Separation Program. There were 260 applications that were submitted and approved. The SWB net savings is approximately $21.2 million. Replacement FTE's will be a cost that will reduce the net savings from the VSP. Regular updates will be provided to the Committee.

Lastly, COVID testing volumes were reviewed. There were 57K tests done in June and 126K tests performed in July showing a significant increase from June to July.

ITEM NO. 8 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None submitted

DISCUSSION: Ms. Wakem updated the Committee that we received $36 million in Cares Act Funding to date. She will inform the Committee of any additional funding that is received.

She updated the Committee on the 6% Medicaid rate reduction. Medicaid is proposing that the rates become effective August 15th. The State will have to submit a State Plan Amendment to CMS for approval. This will take approximately 45-90 days, but if approved, cuts will retro back to August 15th.

She concluded the update by discussing the Heroes Act and Heals Act funding which is currently being discussed in Washington and may result in hospitals getting more money.

FINAL ACTION TAKEN: None taken

ITEM NO. 9 Review and recommend for approval by the Governing Board the Third Amendment to the Hospital Agreement with OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment Three
- Disclosure of Ownership

DISCUSSION: Rose Coker, Director of Managed Care explained that this is an amendment with One Health. We are extending the agreement for 1 year and increase the rate in charges.

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

ITEM NO. 10 Review and recommend for ratification by the Governing Board the Agreement for Temporary Staffing with ACI Federal, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Temporary Staffing Agreement
- Disclosure of Ownership Form

DISCUSSION: Ms. Saites explained that this was a ratification for temporary services of nurses and lab techs to support our COVID response due to a surge in patients. This agreement is not to exceed 6 months and is on an as needed basis. Ms. Wakem stated that emergency staffing was necessary for patient care.

Chair Caspersen asked why this wasn't part of the consent agenda. Ms. Pitz responded that we have limited the consent agenda to COVID related purchases of goods needed on an emergency basis.

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

ITEM NO. 11 Review and recommend for ratification by the Board of Hospital Trustees for UMC the Lease Agreement with HIP Valley View, LLC.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Lease Agreement
- Disclosure of Ownership

DISCUSSION: This is an emergency lease agreement for additional space to hold non-essential supplies; not to exceed a year.

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Agreement for Staffing Services Agreement with MedicWest Ambulance, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- AMR-UMC Staffing Agreement
- Disclosure of Ownership – Mercy, Inc.
- Disclosure of Ownership – MedicWest

DISCUSSION: This is for staff augmentation for medical techs and courier services. This is an hourly rate of pay with a not to exceed value.

Ms. Rey explained that the EMTs would be used for specimen collection at off site testing locations in the community and our clinicians will be able to come back onsite to support the hospital surge and reduce overtime.

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

ITEM NO. 13 Review and recommend for award by the Governing Board RFP No. 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services; approve the Professional Services Agreement; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Professional Services Agreement

DISCUSSION: This is an RFP award for Orthopaedic Surgery and Spine Surgery. This is for 24/7 coverage, as well as daily rounds and on-call services for adult and pediatric services.

Ms. Rey added that the RFP was used to consolidate the services into one group that would be able to provide care to patients. Ms. Pitz added that this was awarded to the most responsible and cost effective bidder.

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

Member Dr. Mackay abstains from voting.

ITEM NO. 14 Review and recommend for approval by the Governing Board the Provider Agreement between Kathleen Wairimu, MD and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Agreement
- Disclosure of Ownership

DISCUSSION: This is primary care and infectious disease care for Ryan White patients through the wellness center. This is a new contract with a potential for 5 years. The rate remains the same as previous years.

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

ITEM NO. 15 Review and recommend for approval by the Governing Board the Professional Services Agreement with UNLV Medicine and UNLV School of Medicine for surgery services; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Professional Services Agreement

DISCUSSION:
This is for surgery services to provide 24/7 services, on-call consulting and daily rounding. This will include medical directorships. Ms. Pitz added that this agreement largely provides the same services as the previous contract with the exception of hand, transplant and spine.

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

ITEM NO. 16 Review and receive for approval by the Governing Board Governing Board the Supply Agreement between Vericel Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Tissue Supply Agreement
- Disclosure of Ownership

DISCUSSION: This is for cultured skin graphs and it allows for a lower rate of infection. Ms. Wakem added that this is a product and is appropriate for patients with a burn rate over 70% of their body.

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

ITEM NO. 17 Review and recommend for approval by the Governing Board the First Amendment to the Service Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment One
- Disclosure of Ownership

DISCUSSION: Ms. Saites explained that this is an amendment to an agreement that was for emergency testing. This is for patient service help desk support, primarily for COVID testing. Ms. Wakem added that patients were not able to see their results in My Chart and Bluetree was brought in to help. This is a not to exceed agreement and we are working on other processes to allow patients to get their results faster. The ratio of patients that opt for texting is 82% and an internal help desk is assisting in taking calls and a patient validation process is being implemented.

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

ITEM NO. 18 Discuss CEO annual FY20 incentive compensation performance standards as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee and discuss CEO annual FY21 goals and objectives; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- July 2020 CEO Goals Update

DISCUSSION:

Ms. Wakem presented the goals that were reviewed at the last meeting.

1. **Meet or exceed fiscal year budgeted income from operations less depreciation and amortization.** Ms. Wakem stated that we did not meet

budget for June year to date. She showed where the goal landed pre-COVID. February year to date showed that the budget was being exceeded. Based on February year to date, she believed this goal would have been met at the end of the year.

2. **Implement new federal/state direct payment program to assist in UMC's supplemental reimbursement.** This goal has been met and is CMS approved. She explained the changes that occurred with the federal supplemental payment program.

3. **Actual SWB as a percentage of net revenue is equal to or less than 61.4%.** June year to date, we were at 62.77%; the target was 61.4% therefore, this goal was not achieved. She also reviewed impact of VSP against the goal. SWB would have to have been lowered by approximately $8.5 million in order to meet this goal.

4. **Decrease cost to collect .5% and bad debt expense .5% over prior year.** This goal was met and Ms. Wakem attributes this achievement to vendors, such as Epic optimization vendor which was approved by the Committee, as well as others that allow staff to keep track of and review accounts so they would not be written off to bad debt.

Lastly she introduced a new labor metrics slide to highlight the metrics that would assist in determining FY21 goals.

Chair Caspersen stated that a recommendation would be made to the HR Committee of the percentage of the performance goals that have been met. The discussion continued centered around goal #1. Member Hagerty stated that the goal was met for 2/3 of the year.

Member Ellis stated under normal operation, there were achievements and operations were met. Though operations were difficult to determine and since this was not under the control of administration, something should be said for the achievements that were being made. He added that goals should be written so they can be managed and controlled by administration.

Chair Caspersen stated that recognition should be reflective of all of the other great things that were done, but should not minimize that there was a loss for the year.

Member Hagerty stated that the bonus would not be paid until funds would be available but the amount could be accrued. He added, there should be recognition for the over and above efforts that have been made.

FINAL ACTION TAKEN: A motion was made by Member Hagerty to make a recommendation to the Governing Board Human Resources Committee to award 75% of the total allotted to the Audit and Finance Committee for the four objectives and add 25% for recognition of the performance under COVID for a total of 100%. Motion carried by unanimous vote.

Chair Caspersen concluded by thanking the team for their response to COVID in the community and in the state with regard to COVID testing.
Ms. Wakem continued the discussion by requesting direction on the FY 21 goals that the Committee would like to present to the HR Committee. She stated that the budgeted income from operations is a loss and wanted the Committee's guidance on a metric to reduce the loss.

Chair Caspersen stated that the ability to forecast and to meet the forecast is important and it is important to be flexible in managing the hospital operations.

After a lengthy discussion, the Board concluded that two goals would be sufficient and focus should be on labor operations metrics and the budget.

SECTION 3: EMERGING ISSUES

ITEM NO. 19 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)*

DISCUSSION:
Chair Caspersen wanted to renew the conversation regarding the capital plan at a future meeting.

Ms. Wakem let the Committee know that Lonnie Richardson is no longer with us and has retired. It was announced that Maria Sexton has been named Interim CIO.

COMMENTS BY THE GENERAL PUBLIC: None

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

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 4:32 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

Contracts Report Out Final - September 2020

Audit and Finance Committee Agenda 9/23

Agreements with a P&L Impact

Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
7	NRS 332.115.1 (h) NRS 332.115.1 (g)	No	Cerner RHO Amendment 6	Amendment	Yes	12 Months	30 days w/o cause	Base (RHO) $3,825,000.00 Amendments $0.00 Amendment 6 $600,000 Aggregate $4,425,000.00	Operating $600,000.00	None	Information Technology	This Amendment Six extends the term for the Millennium Program's Remote Hosting Services (support) for 12-months.
8	NRS 332.115(1)(b)	No	Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada	Amendment	No	1 Year, with One (1)-Year Option	60 days w/o cause	Base Contract $360,000 Amendment 1 $120,000 Aggregate $480,000	None	None	NICU	Requests to exercise the first (1st) of two (2) extension options extending the term for one (1) year ending September 30, 2021 at the same annual compensation.
10	NRS 450.525 NRS 450.530	Yes	Stryker Flex Financial	Amendment	Yes	36 Months Lease	Budget Fund Out	Base Contract $1,376,813.52 Amendments $6,307,671.84 Amendment 10 $1,332,447.12 Aggregate $9,016,932.48	Operating $1,332,447.12	None	Surgical Services	This Equipment Schedule 010 will allow UMC to upgrade to the Stryker 1688 AIM (Advanced Imaging Modalities) 4K video imaging platform that allows for real time imaging during surgery
11	NRS 450.525 NRS 450.530	Yes	Stryker Flex Financial	Amendment	Yes	46 Months Lease 54 Months Service	Budget Fund Out	Base Contract $1,376,813.52 Amendments $7,640,118.96 Amendment 11 $827,057.54 Aggregate $9,438,352.28	Operating $827,057.54	Increase $50,000.00	Surgical Services	System 8 Ortho Power equipment lease includes existing and updated equipment for one comprehensive lease renewal. Service Agreement covers maintenance of new and retained equipment for 54 months.
12	NRS 332.115.1 (h) NRS 332.115.1 (g)	CDW - Yes Allscripts - No Meperia - No	Purchasing System Upgrade	New Contract	N/A	12 Months	Budget Fund Out	Allscripts $270,511.23 Meperia $36,800.00 CDW Healthcare $196,753.94 CDW Government $93,021.73 Aggregate $597,086.90	Capital $517,124.50 Operating $79,962.40	Increase $597,086.90	Materials Management	This request is for approval of hardware, software and services agreements to upgrade UMC's Purchasing System

Contracts Report Out Final - September 2020

Audit and Finance Committee Agenda 9/23/20

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)

Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Estimated Revenue			Requesting Dept.	Description/Comments
9	NRS 332.115(1)(b)	No	Walmart	New Contract	N/A	5 Years, with Yearly Auto Renewals	30 days w/o cause	Base Contract Estimated $1.5 Million Per Year	None	None	Pharmacy	Allow Walmart to utilize 340B medications to fill UMC prescriptions for eligible patients of the program.

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

Issue: **Monthly Financial Report August FY21**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Governing Board Audit and Finance Committee receive the monthly financial report for August FY 21; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for August FY 21 for the committee's review and direction.

Cleared for Agenda
September 23, 2020

Agenda Item #

4

UNIVERSITY MEDICAL CENTER

August 2020 Financials

KEY INDICATORS – AUG

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	16,807	12,712	4,095	32.21%	16,174	3.91%
Total Admissions	1,580	1,334	246	18.44%	1,927	(18.01%)
Observation Cases	962	1,348	(386)	(28.64%)	1,348	(28.64%)
AADC	542	410	132	32.20%	522	3.88%
ALOS (Admits)	7.09	6.21	0.88	14.17%	5.58	27.03%
ALOS (Obs)	1.30	1.49	(0.20)	(13.23%)	1.49	(13.23%)
Hospital CMI	2.10	1.74	0.36	20.69%	1.75	20.16%
Medicare CMI	2.02	1.88	0.14	7.45%	1.88	7.21%
IP Surgery Cases	693	492	201	40.85%	826	(16.10%)
OP Surgery Cases	501	288	213	73.96%	552	(9.24%)
Total ER Visits	7,712	6,907	805	11.65%	9,633	(19.94%)
ED to Admission	7.69%	-	-	-	7.08%	8.61%
ED to Observation	12.84%	-	-	-	15.05%	(14.72%)
ED to Adm/Obs	20.53%	-	-	-	22.13%	(7.26%)
Quick Cares	11,914	7,976	3,938	49.37%	14,074	(15.35%)
Primary Care	4,698	2,263	2,435	107.60%	5,003	(6.10%)
Deliveries	127	150	(23)	(15.33%)	190	(33.16%)

TRENDING STATS

	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Pre-COVID 12-Mo Avg	Aug to Avg Var
APDs	16,174	15,157	15,742	14,915	15,590	17,011	15,322	15,564	11,744	12,949	13,872	17,243	16,807	15,700	1,107
Total Admissions	1,927	1,780	1,796	1,830	1,935	1,876	1,736	1,603	1,331	1,379	1,511	1,744	1,580	1,881	(301)
Observation Cases	1,348	1,292	1,438	1,287	1,340	1,315	1,217	1,124	797	918	1,015	1,089	962	1,341	(379)
AADC	522	505	508	497	503	549	528	502	391	418	462	556	542	514	28
ALOS (Adm)	5.58	5.51	5.33	5.13	5.23	5.67	5.71	6.19	6.26	6.10	5.77	6.36	7.09	5.46	1.63
ALOS (Obs)	1.49	1.87	1.41	1.46	1.49	1.53	1.37	1.37	1.28	1.22	1.30	1.31	1.30	1.48	(0.19)
Hospital CMI	1.75	1.67	1.72	1.74	1.84	1.75	1.77	1.82	2.00	1.83	1.91	1.98	2.10	1.81	0.29
Medicare CMI	1.88	1.81	1.67	1.86	1.96	1.99	1.82	2.00	2.36	1.92	1.84	2.20	2.02	2.04	(0.02)
IP Surgery Cases	826	725	755	742	783	712	729	654	544	531	709	710	693	768	(75)
OP Surgery Cases	552	480	595	493	506	497	478	412	142	315	508	493	501	518	(17)
Total ER Visits	9,633	9,373	9,795	10,339	9,676	10,469	9,480	8,586	5,529	6,369	7,240	8,895	7,712	9,687	(1,975)
ED to Admission	7.08%	6.83%	5.94%	6.79%	7.59%	7.13%	7.16%	7.07%	9.22%	8.43%	7.67%	7.82%	7.69%	7.48%	0.21%
ED to Observation	15.05%	13.54%	14.24%	11.86%	12.72%	12.19%	12.22%	12.49%	14.41%	14.49%	14.93%	12.43%	12.84%	13.64%	(0.80%)
ED to Adm/Obs	22.13%	20.37%	20.18%	18.65%	20.31%	19.31%	19.38%	19.56%	23.64%	22.92%	22.60%	20.26%	20.53%	21.11%	(0.59%)
Quick Care	14,074	14,217	15,792	18,339	17,597	20,214	17,809	14,818	8,280	9,457	11,654	16,440	11,914	16,020	(4,106)
Primary Care	5,003	5,400	5,979	4,448	4,846	5,591	5,728	4,542	3,414	3,889	5,401	5,378	4,698	5,429	(731)
Deliveries	190	164	146	139	153	142	119	123	120	118	102	105	127	147	(20)

PAYOR MIX BY ADMITS - TREND

Fin Class	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Pre-COVID 12-Mo Avg	Aug to Avg Var
Commercial	20.31%	17.31%	18.68%	21.66%	19.44%	19.35%	18.87%	19.09%	18.81%	21.12%	17.96%	21.20%	19.26%	19.78%	(0.52%)
Government	5.48%	5.05%	5.28%	4.25%	4.19%	4.97%	5.24%	5.35%	4.34%	5.26%	4.92%	3.87%	5.13%	4.72%	0.41%
Medicaid	43.77%	45.87%	43.06%	42.31%	42.12%	43.93%	41.67%	41.44%	47.82%	44.34%	43.60%	39.29%	44.42%	43.38%	1.04%
Medicare	24.28%	23.88%	25.99%	25.38%	27.37%	26.68%	27.43%	28.00%	24.06%	24.22%	26.15%	29.32%	26.24%	25.58%	0.66%
Self Pay	6.16%	7.89%	6.99%	6.40%	6.88%	5.07%	6.79%	6.12%	4.97%	5.06%	7.37%	6.32%	4.95%	6.53%	(1.58%)

SUMMARY INCOME STATEMENT – AUG

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$303,907,711	$250,988,695	$52,919,016	21.08%
Net Patient Revenue	$56,317,792	$38,578,898	$17,738,894	45.98%
Other Revenue	$5,837,698	$2,075,714	$3,761,984	181.24%
Total Net Revenue	$62,155,490	$40,654,612	$21,500,878	52.89%
Net Patient Revenue as a % of Gross	18.53%	15.37%	3.16%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$71,449,648	$60,486,264	($10,963,384)	(18.13%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($9,294,158)	($19,831,652)	$10,537,494	53.13%
Add back: Depr & Amort.	$1,913,864	$2,066,942	$153,078	7.41%
Tot Inc from Ops plus Depr & Amort.	**($7,380,294)**	**($17,764,709)**	**$10,384,416**	**58.46%**

SUMMARY INCOME STATEMENT – YTD AUG

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$623,066,836	$496,701,651	$126,365,185	25.44%
Net Patient Revenue	$116,058,073	$76,964,243	$39,093,830	50.79%
Other Revenue	$12,073,622	$4,151,428	$7,922,194	190.83%
Total Net Revenue	$128,131,694	$81,115,671	$47,016,024	57.96%
Net Patient Revenue as a % of Gross	18.63%	15.50%	3.13%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$147,566,487	$120,134,873	($27,431,614)	(22.83%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($19,434,793)	($39,019,202)	$19,584,410	50.19%
Add back: Depr & Amort.	$3,811,488	$3,994,687	$183,199	4.59%
Tot Inc from Ops plus Depr & Amort.	**($15,623,305)**	**($35,024,515)**	**$19,401,211**	**55.39%**

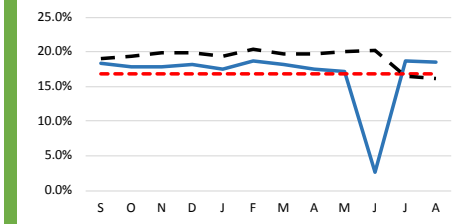
KEY FINANCIAL INDICATORS - AUG

UNIVERSITY MEDICAL CENTER

PROFITABILITY

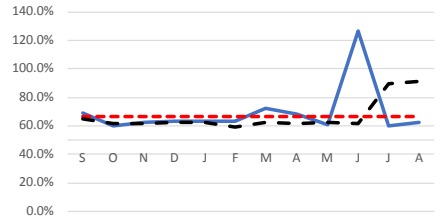
18.5% Net to Gross Ratio

Aug-20 (Rolling 12 Avg: 16.9%)



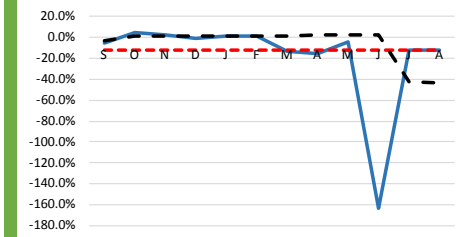
62.5% Salaries, Wages and Benefits as % of Net Revenue

Aug-20 (Rolling 12 Avg: 66.6%)



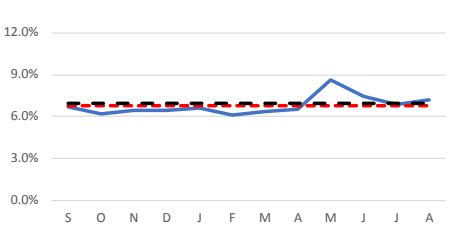
(11.9%) Operating Margin

Aug-20 (Rolling 12 Avg: -11.9%)



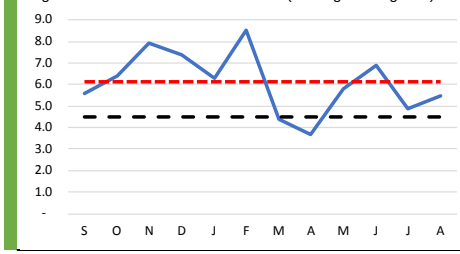
7.2% Cost to Collect

Aug-20 (Rolling 12 Avg: 6.8%)



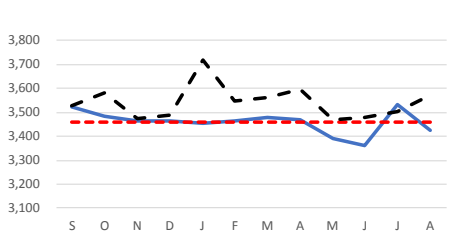
5.5 Candidate for Billing Days

Aug-20 (Rolling 12 Avg: 6.1)



3,425 Paid FTEs

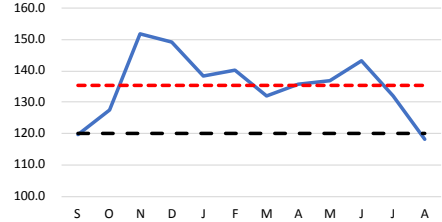
Aug-20 (Rolling 12 Avg: 3,459)



LIQUIDITY

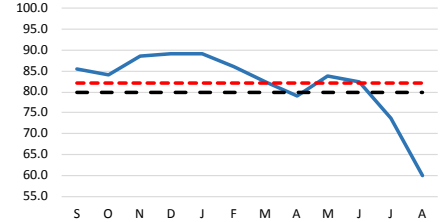
118.3 Days Cash on Hand

Aug-20 (Rolling 12 Avg: 135.4)



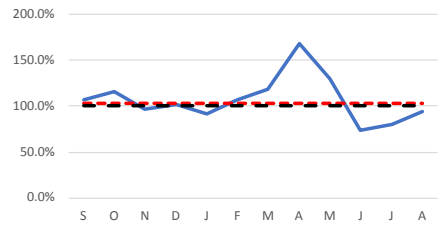
60.0 Net Days in Accounts Receivable

Aug-20 (Rolling 12 Avg: 82.0)



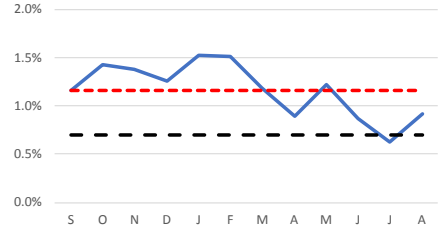
93.9% Cash Collections as % of Adjusted Net Revenue

Aug-20 (Rolling 12 Avg: 103.1%)



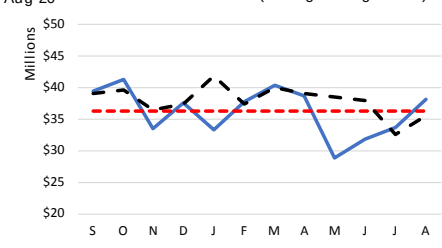
0.9% POS Collections as % of Adjusted Net Revenue

Aug-20 (Rolling 12 Avg: 1.2%)



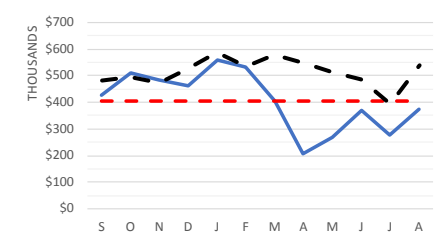
107.8% Cash Collection Goal

Aug-20 (Rolling 12 Avg: 95.4%)



69.2% POS Collection Goal

Aug-20 (Rolling 12 Avg: 79.3%)



Actual
Rolling Average
Target

SALARY & BENEFIT EXPENSE - AUG

	Actual	Budget	Variance	% Variance
Salaries	$25,377,888	$23,904,246	($1,473,643)	(6.16%)
Benefits	$11,975,443	$11,924,164	($51,278)	(0.43%)
Overtime	$1,207,402	$854,149	($353,253)	(41.36%)
Contract Labor	$303,926	$272,078	($31,848)	(11.71%)
TOTAL	**$38,864,659**	**$36,954,637**	**($1,910,022)**	**(5.17%)**

- VSP Payout Impact
  - Jun: $1.03M
  - Jul: $1.75M
  - Aug: $3.48M
  - Total: $6.26M

EXPENSES - AUG

	Actual	Budget	Variance	% Variance
Professional Fees	$3,861,836	$3,571,302	($290,535)	(8.14%)
Supplies	$18,026,744	$9,211,791	($8,814,953)	(95.69%)
Purchased Services	$5,855,165	$5,673,745	($181,421)	(3.20%)
Depreciation & Amortization	$1,913,864	$2,066,942	$153,078	7.41%
Repairs & Maintenance	$571,173	$654,338	$83,165	12.71%
Utilities	$371,618	$425,494	$53,876	12.66%
Other Expenses	$1,231,520	$1,269,659	$38,139	3.00%
Rental/Leases	$753,068	$658,355	($94,713)	(14.39%)
Total Other Expenses	**$32,584,989**	**$23,531,626**	**($9,053,362)**	**(38.47%)**

CAPITAL PLAN- FY20

	FY 20 Budget	FY 20 Spent	FY 20 Committed
Replacement / Patient Safety Equipment • Medical equipment • Non Medical equipment • Information Technology (IT)	$10M	$8.9M	$1.5M
Service Line Enhancements • Pediatrics • Ambulatory • Orthopedics • Cardiology • Surgery • Oncology	$15M	$9M	$4.2M
Master Plan • Immediate Facility Needs • Facility Facade Upgrades • 2040 Building Renovation • Parking Improvements	$6M	$1.4M	$6.6M
Total	**$31M**	**$19.3M**	**$12.3M**

FY21 CASH FLOW

	AUGUST 2020	JULY 2020	JUNE 2020	YTD of FY2021
Operating Activities				
Cash received from patients and payors	43,636,360	52,499,083	33,894,039	96,135,442
Cash paid to vendors	(27,795,245)	(16,393,787)	(42,058,165)	(44,189,033)
Cash paid to employees	(41,900,708)	(48,972,573)	(31,321,817)	(90,873,281)
Other operating receipts/(disbursements)	5,837,698	6,235,924	20,797,837	12,073,622
Net cash provided by/(used in) operations	(20,221,895)	(6,631,354)	(18,688,105)	(26,853,249)
Investing Activities				
Purchase of property and equipment, net	(1,662,943)	(1,877,895)	(2,148,064)	(3,540,838)
Interested received	422,422	(6,790,629)	7,656,476	(6,368,207)
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	540,581	5,093,669	(3,317,863)	5,634,250
Net cash provided by/(used in) investing activities	(699,939)	(3,574,856)	2,190,549	(4,274,795)
Financing Activities				
From/(to) Clark County	-	-	31,000,000	-
Unrestricted donations and other				
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	-	31,000,000	-
Increase/(decrease) in cash	(20,921,834)	(10,206,210)	14,502,444	(31,128,044)
Cash beginning of period	74,772,007	84,978,217	70,475,773	84,978,217
Cash end of period	53,850,173	74,772,007	84,978,217	53,850,173
Unrestricted cash	53,850,173	74,772,007	84,978,217	53,850,173
Cash restricted by donor	5,603,584	5,620,057	5,711,222	5,603,584
Internally designated cash	169,178,116	169,718,698	174,812,366	169,178,116

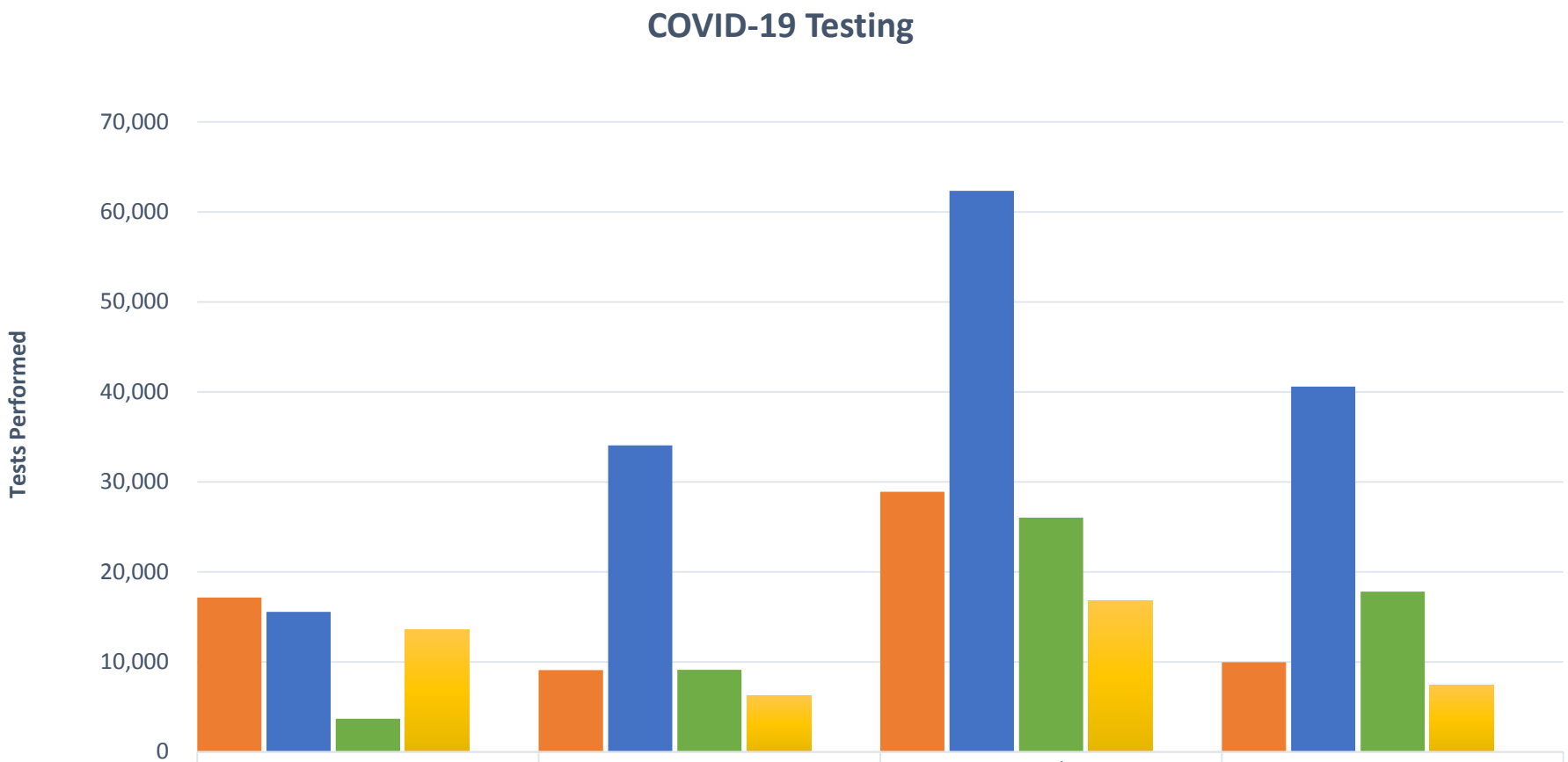
FY21 BALANCE SHEET HIGHLIGHTS

	Aug-20	Jul-20	Jun-20
CASH			
Unrestricted	$ 53.9	$ 74.8	$ 85.0
Restricted by donor	5.6	5.6	5.7
Internally designated	169.2	169.8	174.8
	$ 228.7	$ 247.5	$ 243.2
NET WORKING CAPITAL	$ 91.7	$ 99.8	$ 112.0
NET PP&E	$ 203.2	$ 203.2	$ 203.9
LONG-TERM DEBT	$ 25.1	$ 25.1	$ 25.1
NET PENSION LIABILITY	$ 513.0	$ 513.0	$ 513.0
NET POSITION	$ (406.1)	$ (406.1)	$ (377.9)

FY20 AND FY21 BUD CASH FLOW

	Actual FY20 Year Ending Jun-20	ESTIMATED FY21 Q1 Quarter Ending Sep-20	ESTIMATED FY21 Q2 Quarter Ending Dec-20	ESTIMATED FY21 Q3 Quarter Ending Mar-21	ESTIMATED FY21 Q4 Quarter Ending Jun-21	ESTIMATED FY21 Year Ending Jun-21
Operating Activities						
Cash received from patients and payors	624,583,690	150,715,932	159,620,416	159,840,260	162,244,907	632,421,515
Cash paid to vendors	(278,998,027)	(76,933,426)	(92,078,724)	(84,094,865)	(73,766,229)	(326,873,244)
Cash paid to employees	(411,803,861)	(123,058,486)	(109,080,490)	(110,637,708)	(112,035,421)	(454,812,105)
Other operating receipts/(disbursements)	73,545,099	14,149,336	6,813,356	6,265,926	6,761,139	33,989,758
Net cash provided by/(used in) operations	7,326,901	(35,126,644)	(34,725,442)	(28,626,386)	(16,795,604)	(115,274,076)
Investing Activities						
Purchase of property and equipment, net	(17,814,183)	(8,707,504)	(7,750,000)	(7,750,000)	(7,750,000)	(31,957,504)
Interest received	3,094,961	1,196,416	1,193,577	1,193,577	1,193,577	4,777,148
Addition/(reduction) in donor-restricted cash	-	-	-	-	-	-
Addition/(reduction) in internally designated cash	(15,948,499)	1,534,020	-	-	-	1,534,020
Net cash provided by/(used in) investing activities	(30,667,721)	(5,977,068)	(6,556,423)	(6,556,423)	(6,556,423)	(25,646,337)
Financing Activities						
From/(to) Clark County	62,000,000	16,000,000	-	-	24,000,000	40,000,000
Unrestricted donations and other	-	-	-	-	-	-
Borrowing/(repayment) of debt	(6,226,000)	(5,985,000)	-	-	-	(5,985,000)
Interest paid	(995,110)	(388,895)	-	(296,128)	-	(685,023)
Other	-	-	-	-	-	-
Net cash provided by/(used in) financing activities	54,778,890	9,626,105	-	(296,128)	24,000,000	33,329,978
Increase/(decrease) in cash	31,438,070	(31,477,607)	(41,281,865)	(35,478,937)	647,973	(107,590,435)
Increase/(decrease) in restricted and internally designated cash	3,783,224	(1,551,026)	-	-	-	-
Cash beginning of period	224,055,121	259,276,415	224,015,583	182,733,719	147,254,782	259,276,415
Cash end of period	259,276,415	226,247,781	182,733,719	147,254,782	147,902,755	151,685,979

COVID-19 TESTING VOLUME- AUG



	May	Jun	Jul	Aug
Client Billing	17,165	9,076	28,896	9,977
Public Tests	15,567	34,056	62,335	40,594
Reference Lab	3,687	9,116	26,031	17,791
Other Tests	13,611	6,244	16,841	7,450
Total All Tests	50,030	58,492	134,103	75,812

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
September 23, 2020

Agenda Item #

5

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

Issue:	**CEO Annual Incentive Compensation**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee review finalized CEO FY21 Performance Goals and Objectives; and take action as deemed appropriate.** ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

The CFO will review the finalized CEO FY21 Performance Goals and Objectives with the Audit and Finance Committee.

Cleared for Agenda
August 23, 2020

Agenda Item #
6

CEO Performance Objectives- FY21 Proposed

CEO Proposed Performance Objectives FY21

UNIVERSITY MEDICAL CENTER

FY21 Audit & Finance Committee

1. Meet or exceed fiscal year budgeted income from operations after depreciation and amortization.

REVENUE	FY21 Budget
Total Net Revenue	$481,046,655
Net Patient Revenue as a % of Gross	17.47%

EXPENSE	FY21 Budget
Total Operating Expense	$716,754,130

INCOME FROM OPS	FY21 Budget
Total Income from Ops	($235,707,475)
Add back: Depr & Amort.	$25,693,104
Tot Income from Ops plus Depr & Amort.	**($210,014,371)**

2. Actual SWB per Adjusted Patient Day less than or equal to $2,449

or Actual SWB as a percentage of net operating revenue is less than or equal to 66.17%

Metric	SWB/APD	SWB as % of Net Rev
FY 21 Proposed	$2,449	66.17%
FY 20 Actuals	$2,335	61.98%
FY 20 Target	-	61.40%

Labor Metrics- UMC vs Benchmark Hospitals

FY21 Audit & Finance Committee

Hospital Name	Available Beds	Percent Occupancy	Paid FTEs	AADC	AA	APD
GRADY MEMORIAL HOSPITAL	659	93.66%	6,435	1,066	57,867	389,199
JACKSON MEMORIAL	1,622	61.79%	12,418	1,411	81,455	514,899
LAC+USC MEDICAL CENTER	594	81.14%	8,066	755	47,365	275,617
METROHEALTH MEDICAL CENTER	528	59.82%	6,722	934	61,332	340,977
VALLEYWISE HEALTH MEDICAL CENTER	323	48.19%	3,382	294	23,521	107,143
Average	**745**	**68.92%**	**7,405**	**892**	**54,308**	**325,567**
UNIVERSITY MEDICAL CENTER	498	70.88%	3,632	513	37,478	187,231
Variance	(247)	1.96%	(3,772)	(379)	(16,830)	(138,336)
Variance %	(33.17%)	2.84%	(50.95%)	(42.49%)	(30.99%)	(42.49%)

Hospital Name	AEPOB	Salary Exp/AA	Salary Exp/APD	Salary Exp as % of Net PT Rev
GRADY MEMORIAL HOSPITAL	6.04	7,743	1,151	46.54%
JACKSON MEMORIAL	8.80	11,707	1,852	79.04%
LAC+USC MEDICAL CENTER	10.68	13,123	2,255	21.28%
METROHEALTH MEDICAL CENTER	7.20	9,623	1,731	57.72%
VALLEYWISE HEALTH MEDICAL CENTER	11.52	10,366	2,276	56.72%
Average	**8.85**	**10,512**	**1,853**	**52.26%**
UNIVERSITY MEDICAL CENTER	7.08	8,027	1,607	44.10%
Variance	(1.77)	(2,485)	(246)	(8.16%)
Variance %	(19.96%)	(23.64%)	(13.28%)	(15.62%)

AADC: Adjusted Average Daily Census
AA: Adjusted Admissions
APD: Adjusted Patient Days
AEPOB- Adjusted Employees Per Occupied Bed

Data Source: 2019 Medicare Cost Reports

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

Issue:	**Amendment 6 to Cerner System Agreement with Cerner Corporation**	**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 6 to the Cerner System Agreement with Cerner Corporation.; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: Remote Data Hosting Renewal
Bid/RFP/CBE: NRS 332.115.1(h) Computer Software
Term: 09/28/2020 – 09/27/2021
Amount: $600,000
Out Clause: 30 days without cause

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

BACKGROUND:

Since 1996, UMC has had an agreement with Cerner Corporation for software maintenance and support of the Millennium program used in the Pathology Department. Millennium automates procedures by streamlining specimen management and tracking, report generation, cytology, quality support and pathology reports.

This Amendment Six extends the term for the Millennium program's Remote Hosting Services (support) for 12-months, through September 27, 2021, with no other changes contemplated.

UMC's Director of Information Technology Project Management has reviewed the Amendment and recommends approval. The Amendment was approved as to form by UMC's Office of General Counsel.

Cerner currently holds a Clark County vendor registration license.

Cleared for Agenda
September 23, 2020

Agenda Item #
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AMENDMENT NO. 6

THIS AMENDMENT NO. 6 to the Cerner System Agreement (the “Agreement”) dated June 26, 1996 between Cerner Corporation ("Cerner"), a Delaware corporation with its principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117 and University Medical Center of Southern Nevada ("Client"), a Nevada corporation having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV, 89102-2329, is effective as of September 16, 2020 ("Amendment No. 6 Effective Date").

WITNESSETH:

WHEREAS, the parties hereto wish to amend the Agreement, specifically Cerner System Schedule No. 7, dated September 27, 2014 (“Schedule No. 7”), in certain respects,

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

1. Cerner and Client hereby agree to extend the term of the Managed Services in Schedule No. 7 for a period of 12 months.

2. In all other respects, Schedule No. 7 and the Agreement of which it is a part remain unchanged.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 6 as of the Amendment No. 6 Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	CERNER CORPORATION
By: _____ (signature)	By: _____
_____ (type or print)	Teresa Waller
Title: _____	Title: Senior Director, Contract Management

Purchase Order #: _____ (if applicable)

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

Issue:	**Amendment One to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada**	**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 to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000617100 Funded Pgm/Grant: N/A
Description: Retinopathy of Prematurity Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 1 – extend from one (1) year through 9/30/2021
Amount: Amendment 1 – additional $120,000 per year or additional potential aggregate of $240,000 for two (2) years
Out Clause: 60 days w/o cause

BACKGROUND:

On September 27, 2017, the Governing Board approved a new Agreement with Pediatrix Medical Group of Nevada (Pediatrix) to provide on-call retinopathy of prematurity screenings and services to newborns at the NICU Department. The Agreement term is from October 1, 2017 to September 30, 2020 with two, 1-year extension options. Either party may terminate the Agreement with a 60-day written notice to the other. The annual cost is $120,000; thus total spend to date since inception of the Agreement is $360,000.

This Amendment One requests to exercise the first (1st) of two (2) extension options extending the term from October 1, 2020 to September 30, 2021 at the same annual compensation. Staff also requests authorization for the Hospital CEO, at the end of the Agreement term, to exercise the remaining extension option at his discretion if deemed beneficial to UMC.

UMC's Chief Operating Officer 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
September 23, 2020

Agenda Item #

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Staff will work with Pediatrix to obtain the appropriate Clark County business license or vendor registration.

AMENDMENT ONE TO RETINOPATHY OF PREMATURITY AGREEMENT

This Amendment is made and entered into as of this 30th day of September, 2020, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**HOSPITAL**") and POKROY MEDICAL GROUP OF NEVADA, LTD. D/B/A PEDIATRIX MEDICAL GROUP OF NEVADA (hereinafter referred to as "**PROVIDER**").

RECITALS:

WHEREAS, the parties entered into a Retinopathy of Prematurity Agreement dated October 1, 2017 (hereinafter referred to as "**Agreement**") for retinopathy of prematurity screenings and services to newborns; and

WHEREAS, the parties desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section V, Term and Termination, HOSPITAL elects to exercise the first (1st) of two (2) renewal options to reflect a new termination date of September 30, 2021.

2. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment One, the terms and conditions of this Amendment One shall govern, prevail, and control. All references to the Agreement shall include this Amendment One.

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

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

PROVIDER:
PEDIATRIX MEDICAL GROUP OF NEVADA

By: Nanette Sanders
Nanette Sanders (Sep 15, 2020 15:56 PDT)
Nanette Sanders
President, West Coast Market

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: 185

Corporate/Business Entity Name:	Pokroy Medical Group of Nevada Ltd	
(Include d.b.a., if applicable)	Pediatrix Medical Group of Nevada	
Street Address:	770 The City Drive South Suite 7000	**Website:mednax.com**
City, State and Zip Code:	Orange, CA 92868	**POC Name: Nanette Sanders** **Email: Nanette_sanders@mednax.com**
Telephone No:	800-463-6628 x204	**Fax No:**
Nevada Local Street Address: **(If different from above)**	2779 W Horizon Ridge Pkwy Ste 220	**Website: mednax.com**
City, State and Zip Code:	Henderson NV 89502	**Local Fax No:**
Local Telephone No:	702-628-9817	**Local POC Name: Stacey Zierath** **Email:Stacey_zierath@mednax.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)
Kristine Deeter, MD	President	
Nanette Sanders	Secretary	

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

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

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

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

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

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

Signature

Nanette Sanders
Print Name

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Title Secretary, Authorized Signatory Date 9/17/2020

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

Issue:	**340B Pharmacy Services Agreement with Walmart 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 340B Pharmacy Services Agreement with Walmart Inc.; authorize the Chief Executive Officer to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: 340B Prescription Drug Program
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Five (5) years from Effective Date then one (1) year auto renewal periods
Amount: Cost is estimated $250,000 per year; revenue is estimated at $1.5 million per year
Out Clause: 30 days w/o cause
Additional Comments: Enhanced revenues by having access to eligible patients of the 340B Drug Program

BACKGROUND:

This request is to approve a new 340B Pharmacy Services Agreement ("Agreement") with Walmart to be effective on the last date signed by the parties ("Effective Date"). This Agreement will allow Walmart to utilize 340B medications to fill UMC prescriptions for eligible patients of the program.

The Health Resources and Services Administration ("HRSA") regulations have provided for multiple contract pharmacy relationships with 340B entities. UMC is a covered entity under Section 340B of the Veterans Administration Act of 1992 and qualifies as a disproportionate share hospital. Federal law requires that 340B medications be sold at a discount of 13%, 17% and 23% of best price based on the class of pharmaceutical (generic/brand). The 23% applies to brand name products. Current discount rates were enhanced as part of the Affordable Care Act. This pricing is similar to the rebated Medicaid price for medications established by Congress in OBRA '90. In establishing contract pharmacy relationships, UMC is able to share in the profit margin on the 340B eligible prescriptions. It is estimated that this could provide a revenue stream of approximately $1.5 million per year to UMC. Walmart will receive a dispensing/fill fee for 340B eligible prescriptions.

Cleared for Agenda
September 23, 2020

Agenda Item #
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The Agreement term shall commence on the Effective Date and remain in effect for five (5) years, afterwards, it shall automatically renew for successive one-year periods until terminated with a 30-day written notice. Staff also requests authorization for the Hospital CEO to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement.

UMC will not be limited to a contract relationship with Walmart and can establish similar relationships with other retail pharmacy organizations in the future should the potential for revenue stream be exhibited.

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

Walmart currently holds a Clark County business license.

340B PHARMACY SERVICES AGREEMENT

[A complete copy of this Agreement is on file at UMC Contracts Management Department at 1800 W. Charleston Blvd., Las Vegas, NV 89102.]

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

Issue:	**Equipment Schedule 010 to Master Lease Agreement 21237667 with Stryker Flex Financial, a division of Stryker Sales Corporation**	**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 addition of Equipment Schedule 010 to Master Lease Agreement No. 21237667 between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: Upgrade of the Stryker 1688 AIM video platform
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO
Term: 36 Months, October 1, 2020 – September 30, 2023
Amount: NTE $1,332,447.12
Out Clause: Budget Act-Fiscal Fund Out

BACKGROUND:

In August, 2008 UMC entered Master Lease Agreement No. 21237667 (Agreement) with Stryker Finance, a division of Stryker Sales Corporation, for laparoscope equipment and endoscopic services. In subsequent years, equipment schedules have been added to the Agreement for various hospital departments.

This Equipment Schedule 010 will allow UMC to upgrade to the Stryker 1688 AIM (Advanced Imaging Modalities) 4K video imaging platform that allows for real time imaging during surgery for a total cost of $1,332,447.12, and includes a Service Agreement that will provide for support and maintenance services for the equipment. This updated equipment will replace the current imaging system UMC utilizes which is outdated.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. This purchase is in compliance with NRS 450.525 and NRS 450.530 and UMC's GPO contract with HPG. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

Stryker Sales Corporation currently holds a Clark County Business License.

UMC's Specialty Services Manager has reviewed Equipment Schedule 010 and recommends approval by the Governing Board.

Cleared for Agenda
September 23, 2020

Agenda Item #

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The schedule has been approved as to form by UMC’s Office of General Counsel.

stryker

EQUIPMENT SCHEDULE No: 010 TO MASTER LEASE AGREEMENT No. 21237667

Lessor:	Lessee:	Supplier:
Flex Financial, a division of Stryker Sales Corporation 1901 Romence Road Parkway Portage, MI 49002	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W Charleston Blvd Attn: Receiving Las Vegas, Nevada 89102-2386	Stryker Sales Corporation 5900 Optical Court San Jose, CA 95138

Equipment description: See Part I on attached Exhibit A
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

Equipment location:1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Schedule of periodic rent payments:

36 Monthly payments of **$37,012.42** (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)

Term in months: 36	Minimum monthly uses: N/A	Fee per use: N/A

Purchase term (If blank, the Fair Market Value Option will be deemed chosen): Fair Market Value Option

TERMS AND CONDITIONS

1. Agreement. The undersigned Lessee ("**Lessee**") unconditionally and irrevocably agrees to lease from the Lessor whose name is listed above ("**Lessor**") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Lease Agreement referred to above (as amended from time to time, the "**Agreement**"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule. Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Purchase option. If either the Fair Market Value Option or the Fixed Purchase Option is selected above, or otherwise applies, upon expiration of the Term and provided that the Lease has not been terminated early and Lessee is in compliance with the Lease in all respects, Lessee may upon at least 90 but not more than 180 days prior written notice to Lessor exercise the applicable purchase option, and upon the giving of such notice Lessee shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment, for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the $1.00 Buyout is selected above, upon expiration of the Term, Lessee shall pay the amount of all Rent owed by Lessee hereunder but unpaid as of such date and $1.00 (plus all applicable Taxes). Any purchase of the Equipment by Lessee pursuant to a purchase option or $1.00 Buyout shall be "**AS IS, WHERE IS**", without representation or warranty of any kind from Lessor. "Fair Market Value" shall be the amount determined by Lessor as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell.

3. Equipment acceptance. Notwithstanding anything to the contrary in Section 2 of the Agreement, at Lessor's request, Lessee shall confirm in writing Lessee's acceptance of the Equipment for all purposes under this Lease. If Lessor does not make such a request, then by signing this Schedule Lessee certifies that the Equipment described above shall be deemed accepted by Lessee for all purposes under this Lease on the date that is ten (10) days after the date it is shipped to Lessee by the Supplier of the Equipment.

4. Miscellaneous. The amount of each Periodic Rent payment set forth above is based on Supplier's best estimate of the cost of the Equipment described in this Schedule. If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee. If Lessee fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are billed directly by Lessor to Lessee, such amounts shall be added to the Periodic Rent payments set forth above (plus interest or additional charges thereon) and Lessee authorizes Lessor to adjust such Periodic Rent payments accordingly. In the event the transaction evidenced by this Schedule is determined to be a secured transaction, then as security for all existing or hereafter arising obligations of Lessee under this Lease and all other obligations of Lessee to Lessor, Lessee hereby grants to Lessor a first priority security interest in all of Lessee's rights, title (if any) and interests in the Equipment and any additional collateral described herein, and all proceeds and products thereof, including, without limitation, all proceeds of insurance. This Schedule will not be valid and binding on Lessor until signed by Lessor. Lessee acknowledges that Lessee has not received any tax or accounting advice from Lessor. If Lessee is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, the various components are provided above or in an attachment hereto.

LESSEE HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: Devon Ivy *Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 10, 2020 13:34 EDT*	**Date:** 10-Sep-2020
Print name: Devon Ivy	
Title: Controller	

Exhibit A to Schedule 010 to Master Lease Agreement No. 21237667
Description of equipment

stryker

Customer name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Delivery address: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
1688010000	PKG,1688 CAMERA CONTROL UNIT (CCU)	9
0220230300	PKG,L11 LED LIGHT SOURCE WITH AIM	9
0240099155	CONNECTED OR CART,120 V	9
0240031050	PKG,32" 4K SURGICAL DISPLAY	9
1688610122	PKG,1688 AIM 4K CAMERA HEAD WITH INTEGRATED COUPLER	21

Total equipment: $838,658.58

Service coverage:

Model number	Service coverage description	Quantity	Years
1688210122	1688 AIM 4K CAMERA HEAD AND 4K COUPLER KIT	21	3.0
502103010	PRECISION Ideal Eyes 10MM 0,HD AUTOCLAVABLE LAPAROSCOPE 33CM	10	3.0
502103030	PRECISION Ideal Eyes 10MM 30,HD AUTOCLAVABLE LAPAROSCOPE 33CM	10	3.0
502503010	PRECISION Ideal Eyes 5.5MM 0,HD AUTOCLAVABLE LAPAROSCOPE 30CM	10	3.0
502503030	PRECISION Ideal Eyes 5.5MM 30,HD AUTOCLAVABLE LAPAROSCOPE 30CM	10	3.0
240080230	PKG,SDP1000 DIGITAL COLOR PRINTER	9	3.0
502477031	4.0MM 30° AUTOCLAVABLE ARTHROSCOPE	4	3.0
502477071	PKG,4MM A/C ARTHROSCOPE	2	3.0
1688TWR	1688TWR CONSOLE COVERAGE	9	3.0
OnSite	ONSITE SPECIALIST	1	3.0
502537010	AIM HD LAPAROSCOPE,AUTOCLAVABLE5.4MM x 030CM	2	3.0
502537030	AIM HD LAPAROSCOPE,AUTOCLAVABLE5.4MM x 3030CM	2	3.0
502937010	AIM HD LAPAROSCOPE,AUTOCLAVABLE10MM x 033CM	2	3.0
502937030	AIM HD LAPAROSCOPE,AUTOCLAVABLE10MM x 3033CM	2	3.0

Total service coverage: $544,716.00

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
9999999999	Partial Trade Up of Master Lease Agreement Schedule 006	1
0502-537-010	AIM HD LAPAROSCOPEAUTOCLAVABLE5.4MM X 030CM	4
0502-537-030	AIM HD LAPAROSCOPEAUTOCLAVABLE5.4MM X 3030CM	4
0502-937-010	AIM HD LAPAROSCOPEAUTOCLAVABLE10MM X 033CM	4
0502-937-030	AIM HD LAPAROSCOPEAUTOCLAVABLE10MM X 3033CM	4

Total trade-up/buyout: **$58,833.05**
Total Amount: **$1,442,207.63**

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.		
Signature: Devon Ivy	*Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 10, 2020 13:34 EDT*	**Date:** 10-Sep-2020
Print name: Devon Ivy		
Title: Controller		

stryker

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Schedule 010 to Master Lease Agreement No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.		
Signature: Devon Ivy	*Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 10, 2020 13:34 EDT*	**Date:** 10-Sep-2020
Print name: Devon Ivy		
Title: Controller		

stryker

ADDENDUM TO SCHEDULE NO. 010 TO MASTER LEASE AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. Section 3 of the Schedule is hereby amended in its entirety to read as follows:

"Within fifteen (15) days after the date the Equipment is delivered to Lessee under this Schedule, Lessee shall either: (i) accept the Equipment by executing and delivering to Lessor a Certificate of Acceptance in a form acceptable to Lessor; or (ii) reject the Equipment and promptly return the Equipment to Lessor, at no expense to Lessee, at which time the Schedule shall terminate. If Customer fails within fifteen (15) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The second sentence of Section 4 of the Schedule, which reads as follows, is hereby deleted in its entirety:

"If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee."

3. The third sentence of Section 4 of the Schedule is hereby amended in its entirety to read as follows:

"If Lessee fails to pay within (forty-five days of invoice date) any freight, sales tax or other amounts related to the Equipment which are billed directly by Lessor to Lessee, such amounts shall be added to the Periodic Rent payments set forth above (plus interest or additional charges thereon) and Lessee authorizes Lessor to adjust such Periodic Rent payments accordingly."

4. The following language is hereby added to the end of Section 4 of the Schedule:

"Notwithstanding anything to the contrary herein, Lessee shall be entitled to self-insure with respect to its insurance obligations hereunder so long as such self-insurance is maintained in a manner and fashion typical of institutions of Lessee's size and nature, including suitable re-insurance structures and so long as (i) no event of default has occurred and remains outstanding and (ii) Lessee promptly delivers certifications or other reasonable proof of self-insured amounts and reinsurance upon Lessor's request, including without limitation, financial statements related thereto."

5. New Sections 5 and 6 are hereby added to the Schedule, which shall read as follows:

"5. Lessee is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of Lessee's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

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

Lessee represents and warrants to Lessor that as of the date of, and throughout the Term of, this Schedule: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with this Schedule, the performance of its obligations under this Schedule and the acquisition and use of the Equipment; (c) The person(s signing this Schedule and any other documents required to be delivered in connection with this Schedule (collectively, the "Documents" have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Lessee in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of this Schedule only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to this Schedule, it has funds available to pay all Schedule payments payable thereunder until the end of Lessee's then current fiscal year.

If Lessee terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 6*, Lessee shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Lessor in the contiguous 48 states of the United States and all Equipment upon its return to Lessor shall be in the same condition and appearance as when delivered to Lessee, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an

opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event has occurred, and (iv) pay Lessor all sums payable to Lessor under this Schedule up to and including the Termination Date."

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.		
Signature: Devon Ivy	Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 10, 2020 13:34 EDT	**Date:** 10-Sep-2020
Print name: Devon Ivy		
Title: Controller		

Certificate of Acceptance

Flex Financial, a division of
Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002

Name and address of customer:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W Charleston BlvdAttn: Receiving
Las Vegas, Nevada 89102-2386

Schedule No. 010 to Master Lease Agreement No. 21237667 between Flex Financial, a division of Stryker Sales Corporation and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Equipment description: See the attached Exhibit "A" to Schedule No. 010 to Master Lease Agreement No. 21237667

Equipment location: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Acceptance certification:

All of the equipment described above (the "Equipment") has been delivered to us pursuant to the agreement referred to above (the "Agreement"),we have inspected the Equipment and we hereby unqualifiedly accept the Equipment for all purposes under the Agreement.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

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SHORT-FORM SERVICE AGREEMENT

This Services Agreement, consisting of this cover page, and Schedules A, B, and C (collectively, the **"Agreement**"), is entered into by and between Stryker Sales Corporation, acting through its Endoscopy division and one or more of its divisions if specified (each individually referred to as a "**Participating Stryker Division**," and collectively, as "**Stryker**") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**Institution**") and, if applicable, its owned and operated acute health care facilities (each individually referred to as a "**Participant**," and collectively with Institution, as the "**Customer**"). Stryker and Customer are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in Schedule A (the "**Services**"). The "**Service Plan,**" the form of which is attached hereto as Schedule C between Customer and Stryker, sets forth any Services to be provided by such Participating Stryker Division, including applicable pricing and any additional terms and conditions. If applicable, a particular Service Plan shall also indicate the capital equipment or software (collectively, the "**Equipment**") being covered by such Services.

Effective Date and Term:	The term of this Agreement shall commence on the effective date of the Equipment Schedule 10 to the Master Lease Agreement 21237667 (the "**Effective Date**") and shall continue so long as Services are being provided under a Service Plan (the "**Term**").

Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**STRYKER SALES CORPORATION, acting through its Endoscopy Division**
Signature: _____	**Signature:** Kevin Kowalski
Name: Mason VanHouweling	**Name:** Kevin Kowalski
Title: CEO	**Title:** Director of Sales, ProCare
Date: _____	**Date:** 9-10-20
Address: 1800 W. Charleston Blvd. Las Vegas, NV 89102	**Address:**

STANDARD TERMS AND CONDITIONS

Services. Stryker shall provide to Customer the Services indicated in one or more Service Plan(s). The Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.

Customer Obligations. Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

Insurance. Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability coverage, including coverage for products and completed operations liability, with limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of $1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

Discount Disclosure and Reporting. Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each

Participant's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately

reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Institution represents that (i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made.

HIPAA Compliance. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the Parties mutually agree that Stryker becomes a business associate of Customer, the Parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

Warranties. Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer's then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnity. Stryker shall indemnify and hold Customer harmless from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent expressly authorized by Nevada law, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

Limitation of Liability. EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE APPLICABLE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

Confidentiality. Stryker, Customer and each Participant: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates, except where disclosure is required by law. Notwithstanding the foregoing, Customer shall be entitled to disclose this Agreement and the terms and conditions contained herein, to the extent and in the manner required under Nevada Revised Statutes, Chapter 239, and such disclosure shall not be a breach of this Agreement. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

Miscellaneous. No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Nevada. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any changes (e.g., markups, cross outs or redlines) or additions (e.g., attached or referenced Customer terms) that are made by Customer to this Agreement must be subsequently reviewed by Stryker's Legal department and initialed by BOTH parties before such changes shall be considered accepted by the parties and incorporated herein as valid. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

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Schedule A to Short-Form Services Agreement
SERVICE TERMS

1. Service Plan Coverage; Term and Termination of Service Plans.

   a. Stryker shall perform the Services more particularly described in the applicable Service Plan. The Services will cover the Equipment identified in the Exhibit 1 of each Service Plan. At any time during the term of a Service Plan, a Participant may request to have additional Stryker equipment covered under a Service Plan. Any such change must be approved in writing by the Participating Stryker Division and may be subject to additional charges.

   b. Service Plans are applicable only to Equipment which has been determined by Stryker personnel to be in good operating condition upon his/her initial review thereof. If, upon review, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement or any Service Plan, and will be separately invoiced at Stryker's then-current list price.

   c. If ProCare Prevent service is purchased, then on each scheduled on-site service call, Stryker personnel will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the **"Preventative Maintenance"**). Preventative Maintenance will be scheduled by Customer or Stryker at a mutually agreed upon time with the applicable Participant. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours, (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.

   d. The term of each Service Plan shall be as stated therein ("**Service Plan Term**"). The Participating Stryker Division, Customer or a Participant may cancel a Service Plan for convenience by giving not less than sixty (60) days prior written notice to the other party. The Participating Stryker Division shall promptly refund any unused prepaid Service fees upon any such termination for convenience. To the extent there are outstanding charges, Customer or Participant shall be responsible for all costs incurred by Stryker up to and through the effective date of termination.

   e. Termination or expiration of the Agreement shall not affect the term of a Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Service Plan Term and be deemed incorporated herein by reference.

2. Loaner Policy. During the Service Plan Term, if a Participating Stryker Division has a loaner program, it may provide to Customer at Stryker's sole discretion and based on availability, a complimentary item of equipment on loan ("**Loaner**") during the period in which Stryker is servicing, repairing and/or replacing Customer's Equipment ("**Loaner Period**"). The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker ("**Return Period**"). If Customer does not return the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner ("**Loaner Purchase Price**"), which shall be equal to its current fair market value (as determined by Stryker). The Loaner Purchase Price shall be invoiced against the Customer's current purchase order on file. Upon payment of the Loaner Purchase Price ("**Payment**"), title to the Loaner shall transfer to the Customer. If, within a reasonable time after Payment, Customer wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Customer at its then-current fair market value.

3. Invoices/Payments. Except as otherwise provided in a Service Plan, Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within thirty (30) days from the date of invoice. Institution will cause each Participant to meet this obligation. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Participants' ProCare Protect coverage and OnSite Services until full payment is made; and/or terminate this Agreement or any Service Plan upon written notice to the Participant or Institution, as appropriate.

4. Non-Solicitation. Customer agrees that, while a Service Plan is in effect hereunder, and for a period of one (1) year following the termination or expiration of the last Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing; however, employment through public advertisements of open positions shall not be considered a solicitation under this paragraph

5. Background Check. Stryker warrants that all of its employees who will be at a Participant's facility to perform Services will have undergone a criminal background check as part of Stryker's hiring practice and for vendor credentialing for its regular employees. The background check will consist of the following:

   - Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
   - Employment history verification;
   - SSN trace, including address history verification;
   - OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
   - FDA Debarment and Disqualified/Restricted List search;
   - OIG/HHS Exclusion List check;

- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check.

During a Service Plan Term, a Participant may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Participant's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, procedures, or polices may be removed immediately at Participant's option and will be replaced by Stryker promptly.

6. Limitations and exclusions from Service Plan. Notwithstanding any other provision of this Agreement or the below Service Descriptions, the Service Plan(s) do not cover the following, as determined by Stryker in its sole discretion: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (9) any Services provided by Stryker Endoscopy do not include Lightsource replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts.

   In addition, in order to ensure safe operation of the Equipment, only Stryker accessories and FDA-approved consumables should be used. Stryker reserves the right to refuse service to Equipment, terminate a Service Plan, and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon review of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer.

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Schedule B to Short-Form Services Agreement
SERVICE DESCRIPTIONS

OnSite Specialist(s) Coverage

1. OnSite Specialist. If selected, Stryker shall provide the appropriate number of OnSite Specialists ("**OnSite Specialists**") to provide the services detailed in Exhibit 2 to Schedule C ("**OnSite Specialist Coverage**").

   For the avoidance of doubt, the OnSite Specialist(s) have been trained on servicing Stryker Endoscopy equipment. However, such Specialists have not been trained by the manufacturer on servicing other Stryker equipment or equipment of third parties.

2. Availability of OnSite Specialist(s). The OnSite Specialist(s) will be available to perform Onsite Specialist Coverage at Customer's facility during normal business hours, Monday through Friday, not to exceed 40 hours per week, excluding nationally recognized holidays. During these times, an OnSite Specialist will be available for surgeries, provided that Customer provides advance notice of such surgeries to the OnSite Specialist pursuant to a notice procedure to be mutually agreed upon by the Parties. The OnSite Specialist(s) shall not have exclusivity over any space at Customer's facility and shall not use facility space or equipment for any purpose not related to performance of the OnSite Specialist Coverage.

3. Overtime. Customer may request that the OnSite Specialist(s) work overtime as permitted under relevant state and federal laws. Customer must provide advance written notice of such requests, including the number of Specialist(s), if applicable, and the number of hours requested, pursuant to a notice procedure to be mutually agreed upon by the Parties. Stryker reserves the right to refuse such requests, and to interpret ambiguities in Customer requests, in its sole discretion. Notwithstanding any provisions herein to the contrary, overtime work will be invoiced on a monthly basis at a rate of $50.00 per full or partial hour worked.

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Schedule C to Short-Form Services Agreement
FORM OF SERVICE PLAN

Pursuant to the terms of the Short-Form Services Agreement (the **Agreement**") between University Medical Center of Southern Nevada ("**Customer**"), and Stryker Sales Corporation ("**Stryker**"), the Participant desires to obtain the Services selected below, which, if applicable, will cover the Equipment indicated on Exhibit 1 attached hereto. All capitalized terms not defined herein shall have the meanings set forth in the Agreement. The Parties agree as follows:

TERM:	36 MONTHS		
PARTICIPANT NAME:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (11008)		
BILLING ADDRESS:		CUSTOMER PO #:_____ PO must match Agreement Term	
SHIP TO NAME AND ADDRESS:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386		
SELECTED SERVICE COVERAGE(S): NOTE: See Schedule B for full service descriptions except as otherwise noted.			OnSite Specialist(s) Endoscopy ☒
ADDITIONAL SERVICES (if applicable):			

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Exhibit 1 to Schedule C

ONSITE SPECIALIST(S)

Item No.	Part No.	Description	Yrs	Qty
1	ONSITE	ONSITE SPECIALIST	3	1

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Exhibit 2 to Schedule C
OnSite Specialist Scope of Work

OnSite Services scope of work section

Equipment supported

- Minimally Invasive Support (Camera and Scope cases)
- DaVinci Robot
- Neptune's
- Stryker Power
- Integration, Booms and Lights

Operating room responsibilities

Pre-operative

Inspect equipment in operating rooms

- Check and inspect Stryker equipment (camera heads, camera control units, SDC's, arthroscopy pumps, monitors, insufflators, printer, booms, lights) daily

Properly set up rooms based on the procedure and surgeon preference

- Enter information into SDCs as directed
- Adjust monitor and camera settings based on surgeon preference and specialty of surgery
- Communicate with the OR manager and/or SPD staff regarding any potential equipment delays
- Work with the OR staff to ensure each procedure has the proper equipment
- Facilitate any potential equipment issues by working with the surgical sales and in-house team

Intra-Operative

Ensure all cords and tubing are properly connected

- confirm power restrictions;
- disconnect as necessary; Inspect

Provide immediate troubleshooting if need be

- Quick response and solutions by having specific equipment knowledge

Inspect camera and scopes

Anticipate and satisfy equipment issues

Anticipate and satisfy equipment needs

- Communicate any potential equipment needs with the appropriate OR staff

Post-Operative

Remove equipment

- Break down and store equipment (e.g., scopes, cameras, and surgical power)
- Conduct proper pre-decontamination treatment

Collect and replace reusable items

- Return equipment and make sets complete prior to transportation to transportation to the sterile processing department

Inspect equipment and identify and initiate repairs

- Procure replacements or loaners where available
- Remove broken or damaged items from circulation
- Coordinate with shipping/receiving and materials management for accurate repair and loaner distribution

Assist with the documentation of procedures

- Print images, store video and push media to appropriate place

Case Cart Management

Pre-Operative

Anticipate equipment needs based on the daily case volume

Intra-Operative

Implement tagging process to eliminate broken items returning to sets

- Appropriately mark and pull out of circulation equipment to be repaired as needed

Expanded Services

Education

Provide continuing education and one-on-one product in-servicing

- Conduct consistent in-service trainings with the OR staff on product handling and troubleshooting

Provide continuing education on reprocessed collection practices

- Conduct consistent in-service trainings with the OR staff

Collections

Provide SSS non-invasive management

- Ensure reprocessed items are placed in proper collection areas
- Replace full bins or bags with empty bins or bags
- Package and ship full bins or bags
- Manage packaging and shipping supplies
- Manage collection supplies

SSS OR Collection Management

- Ensure reprocessed items are placed in proper bins
- Replace full bins with empty bins
- Package and ship full bins
- Manage packaging and shipping supplies
- Manage collection supplies

Univ Medical Center_Syk Endo_Svc Agr_(Cxp 4796)_(SYK 09-09-2020) mw

Final Audit Report 2020-09-10

Created:	2020-09-10
By:	Michelle Warren (michelle.warren@stryker.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0euYjF7swk7216gLGqyG7_LTnmbYq73p

"Univ Medical Center_Syk Endo_Svc Agr_(Cxp 4796)_(SYK 09-09-2020) mw" History

Document created by Michelle Warren (michelle.warren@stryker.com)
2020-09-10 - 4:06:33 PM GMT- IP address: 100.25.241.25

Document emailed to Devon Ivy (devon.ivy@stryker.com) for signature
2020-09-10 - 4:08:14 PM GMT

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Devon Ivy (devon.ivy@stryker.com) verified identity with Adobe Sign authentication
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Signature Date: 2020-09-10 - 5:34:40 PM GMT - Time Source: server- IP address: 97.92.39.83

Signed document emailed to Michelle Warren (michelle.warren@stryker.com) and Devon Ivy (devon.ivy@stryker.com)
2020-09-10 - 5:34:40 PM GMT

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: 16

Corporate/Business Entity Name:	Stryker Corporation	
(Include d.b.a., if applicable)		
Street Address:	1901 Romence Road Parkway	**Website:www.stryker.com**
City, State and Zip Code:	Portage, MI 49002	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature

DEVON IVY
Print Name

CONTROLLER
Title

2/19/2020
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

March 2, 2020

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Endoscopy and Arthroscopy, Visualization.

Dear Ms. Heiy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Endoscopy and Arthroscopy, Visualization. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to Endoscopy and Arthroscopy, Visualization. HealthTrust issued RFPs and received proposals from identified suppliers in the Endoscopy and Arthroscopy, Visualization category. Contracts were executed with Conmed, Stryker, Richard Wolf, Karl Storz and Olympus in March of 2018. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

Issue:	**Equipment Schedule 011 to Master Lease Agreement 21237667 and Service Plan Agreement with Stryker Flex Financial, a division of Stryker Sales Corporation**	**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 addition of Equipment Schedule 011 to Master Lease Agreement No. 21237667 and Service Agreement between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Center: 3000702100
Description: Stryker Ortho Drills, Saws & Drivers
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO
Term: 46 Months Lease, 54 Months Service
Amount: $827,057.54
Out Clause: Budget Act-Fiscal Fund Out

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

BACKGROUND:

In August, 2008 UMC entered Master Lease Agreement No. 21237667 (Agreement) with Stryker Finance, a division of Stryker Sales Corporation, for laparoscope equipment and endoscopic services. In subsequent years, equipment schedules have been added to the Agreement for various hospital departments.

This Equipment Schedule 011 updates the existing System 8 under Schedule 005 for a total cost of $421,419.80. This updated equipment will replace incompatible equipment (ortho drills, saws, and cordless drivers) leased in 2016 while allowing UMC to maintain compatible components. The Product Service Plan Agreement totals $405,637.74 for 54 months to cover the upgraded equipment as well as certain existing laparoscope and endoscopic equipment.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. This purchase is in compliance with NRS 450.525 and NRS 450.530 and UMC's GPO contract with HPG. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

Stryker currently holds a Clark County Business License.

UMC's Chief Nursing Officer has reviewed Equipment Schedule 011 and recommends for approval by the Governing Board.

The agreements have been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
September 23, 2020

Agenda Item #

11

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Instruments

Product Service Plan Agreement

Ship To:	UNIV MED CTR 1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329
Account:	210580

Equipment Description

See Exhibit A-Attached Hereto Made a Part Hereof.
Collectively the "Equipment".

Product Service Plan Coverage

Prevent Care – Power Tools - Plan coverage includes for the equipment listed in Exhibit A all costs associated with: 1. Parts, Labor & Travel associated with scheduled On-site Preventive Maintenance Inspections for items listed in Exhibit A - Section A. 2. Parts and Labor associated with repair of items listed in Exhibit A - Section A. 3. Repair/Replace costs associated with accessories listed in Exhibit A – Section B. 4. Freight costs associated with shipments of repairs and loaners to customer facility.

Start Date:	09/01/2020		
Term:	54 months	1st payment due at beginning of agreement.	
On-site Visits:	9	**On-site Visit Start Date:**	
Monthly Payments:	$7,511.81	All payments due net 30 and do not include applicable tax.	

Product Service Plan Terms and Conditions

See Exhibit B - Attached Hereto Made a Part Hereof.

I approve the above terms of this Product Service Plan Agreement.

Mason VanHouweling
Customer Authorized Signer (Printed) Date

Brittni Lewman 09/15/2020
Stryker Instruments Authorized Signer (Printed) Date

Customer Authorized Signer Date

Brittni Lewman 09/15/2020
Stryker Instruments Authorized Signer Date

Purchase Order Number

Customer Federal Tax ID Number 88-6000436

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Instruments

Quote Number:	10325989	CUSTOMER'S COPY
Prepared For:	UNIV MED CTR	**Proposal**
Account Number:	210580	
Quote Date:	02/13/2020	

Proposal Submitted To		**From**
Name:	UNIV MED CTR	Scott Thurman
Address:	1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329	scott.thurman@stryker.com
Phone:	+17023832547	Work # Mobile #
Email:		**We are pleased to submit our quotation on the following Stryker Instruments products.**

PROCARE COVERAGE

Existing Equipment

Product	Description	Yrs.	Qty	Sell Price	Total
4505-000-000W	System 8 Cordless Driver ProCare √ Diagnostic Visits √ Dual Exchange √ SEM	4.50	15	$690.25	$46,591.88
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	4.50	20	$690.25	$48,317.50
4000-000-000W	Cordless/Rotary Attch ProCare √ Diagnostic Visits √ Advanced Exchange	4.50	30	$228.87	$30,896.91
5400-052-000W	CORE 2 Console ProCare	4.50	5	$537.98	$12,104.61
6400-015-000W	RemB Micro Drill ProCare √ Diagnostic Visits √ Dual Exchange	4.50	6	$430.14	$11,613.89
6400-031-000W	RemB Oscillating Saw ProCare √ Diagnostic Visits √ Dual Exchange	4.50	6	$430.14	$11,613.89
6400-034-000W	RemB Sagittal Saw ProCare √ Diagnostic Visits √ Dual Exchange	4.50	6	$430.14	$11,613.89
6400-037-000W	RemB Recip Saw ProCare √ Diagnostic Visits √ Dual Exchange	4.50	6	$430.14	$11,613.89
6400-099-000W	RemB U-Driver ProCare √ Diagnostic Visits √ Dual Exchange	4.50	6	$603.46	$16,293.42
6400-000-000W	Rem B Attachment ProCare	4.50	12	$201.34	$10,872.58

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	√ Diagnostic Visits √ Advanced Exchange				
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	4.50	7	$690.25	$16,911.13
7206-000-000W	System 7 Recip Saw ProCare (Pricing contingent on 2020 Upgrade)	4.50	2	$690.25	$4,831.75
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	4.50	5	$690.25	$12,079.38
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	4.50	7	$690.25	$16,911.13
8205-000-000W	System 8 Dual Trigger ProCare √ Diagnostic Visits √ Dual Exchange √ SEM	4.50	8	$690.25	$24,849.00
8208-000-000W	System 8 Sagittal Saw ProCare √ Diagnostic Visits √ Dual Exchange √ SEM	4.50	8	$690.25	$24,849.00
8202-999-000W	System 8 EZOut Protect ProCare √ SEM √ Dual Exchange	4.50	1	$1,254.00	$4,389.00
8209-000-000W	System 8 Precision Saw ProCare √ SEM √ Dual Exchange	4.50	4	$690.25	$9,663.50
8000-000-000W	System 8 Attachment ProCare √ Diagnostic Visits √ Advanced Exchange	4.50	20	$246.40	$22,176.00
7215-000-000W	System 7 Large Battery ProCare √ Advanced Exchange	4.50	20	$280.09	$25,207.88
0408-600-000W	Flyte Helmet ProCare √ Advanced Exchange	4.50	6	$296.60	$8,008.31
0408-660-000W	Flyte Power Pack ProCare √ Advanced Exchange	4.50	6	$255.75	$6,905.25
0408-655-000W	Flyte Charger ProCare	4.50	1	$261.16	$1,175.20
9000-200-000W	ProCare Diagnostic Services Tier 1 √ Diagnostic Visits	4.50	2	$1,794.11	$16,146.95

Procare Coverage Amount	$405,637.74
Monthly Payment	$7,511.81

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Instruments

Product Service Plan - Exhibit A
Equipment Inventory

Quote Number:	10325989
Prepared For:	UNIV MED CTR
Account Number:	210580
Quote Date:	02/13/2020

Repair Items Exhibit A - Section A

Product #	Description	Serial #
4505-000-000W	System 8 Cordless Driver ProCare	1905912553
4505-000-000W	System 8 Cordless Driver ProCare	1905912873
4505-000-000W	System 8 Cordless Driver ProCare	1905912203
4505-000-000W	System 8 Cordless Driver ProCare	1905912973
4505-000-000W	System 8 Cordless Driver ProCare	1904605333
4505-000-000W	System 8 Cordless Driver ProCare	1907303673
4505-000-000W	System 8 Cordless Driver ProCare	1906402213
4505-000-000W	System 8 Cordless Driver ProCare	1906404143
4505-000-000W	System 8 Cordless Driver ProCare	1905912343
4505-000-000W	System 8 Cordless Driver ProCare	1906402093
4505-000-000W	System 8 Cordless Driver ProCare	1906402193
4505-000-000W	System 8 Cordless Driver ProCare	1907303703
4505-000-000W	System 8 Cordless Driver ProCare	1904208523
4505-000-000W	System 8 Cordless Driver ProCare	1907303793
4505-000-000W	System 8 Cordless Driver ProCare	1905912573
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105073
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1607813403
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105613
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1607813343
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105253
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105323
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105053
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105043
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608104863
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105543
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608104993
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1607813373

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4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105303
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1607813323
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105063
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105233
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105403
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608104853
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105203
4405-000-000W	Cordless Driver 4 ProCare (Pricing contingent on 2020 Upgrade)	1608105033
5400-052-000W	CORE 2 Console ProCare	1806901389
5400-052-000W	CORE 2 Console ProCare	1733800469
5400-052-000W	CORE 2 Console ProCare	1803500439
5400-052-000W	CORE 2 Console ProCare	1801200649
5400-052-000W	CORE 2 Console ProCare	1807801119
6400-015-000W	RemB Micro Drill ProCare	1905914753
6400-015-000W	RemB Micro Drill ProCare	1905914323
6400-015-000W	RemB Micro Drill ProCare	1905914343
6400-015-000W	RemB Micro Drill ProCare	1905914333
6400-015-000W	RemB Micro Drill ProCare	1905914353
6400-015-000W	RemB Micro Drill ProCare	1905914313
6400-031-000W	RemB Oscillating Saw ProCare	1901119453
6400-031-000W	RemB Oscillating Saw ProCare	1902928043
6400-031-000W	RemB Oscillating Saw ProCare	1901119363
6400-031-000W	RemB Oscillating Saw ProCare	1901119383
6400-031-000W	RemB Oscillating Saw ProCare	1901119373
6400-031-000W	RemB Oscillating Saw ProCare	1902928063
6400-034-000W	RemB Sagittal Saw ProCare	1905808823
6400-034-000W	RemB Sagittal Saw ProCare	1905305103
6400-034-000W	RemB Sagittal Saw ProCare	1906321253
6400-034-000W	RemB Sagittal Saw ProCare	1905915323
6400-034-000W	RemB Sagittal Saw ProCare	1905809123
6400-034-000W	RemB Sagittal Saw ProCare	1906007893
6400-037-000W	RemB Recip Saw ProCare	1906406553
6400-037-000W	RemB Recip Saw ProCare	1906406603
6400-037-000W	RemB Recip Saw ProCare	1906406573
6400-037-000W	RemB Recip Saw ProCare	1906406593
6400-037-000W	RemB Recip Saw ProCare	1906406503

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6400-037-000W	RemB Recip Saw ProCare	1906406493
6400-099-000W	RemB U-Driver ProCare	1833007043
6400-099-000W	RemB U-Driver ProCare	1906304923
6400-099-000W	RemB U-Driver ProCare	1833804253
6400-099-000W	RemB U-Driver ProCare	1834511333
6400-099-000W	RemB U-Driver ProCare	1833804353
6400-099-000W	RemB U-Driver ProCare	1833804203
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1610235073
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1607509713
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1610216213
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1610216333
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1610215613
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1610235153
7205-000-000W	System 7 Dual Trigger ProCare (Pricing contingent on 2020 Upgrade)	1607509413
7206-000-000W	System 7 Recip Saw ProCare (Pricing contingent on 2020 Upgrade)	1604703063
7206-000-000W	System 7 Recip Saw ProCare (Pricing contingent on 2020 Upgrade)	1604702513
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	1800216633
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	1630702903
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	1630702703
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	1727917153
7207-000-000W	System 7 Sternum Saw ProCare (Pricing contingent on 2020 Upgrade)	1632204363
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1609100563
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1611002223
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1609100483
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1609100423
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1609100313
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1611001963
7208-000-000W	System 7 Sagittal Saw ProCare (Pricing contingent on 2020 Upgrade)	1609100493
8205-000-000W	System 8 Dual Trigger ProCare	1903825943
8205-000-000W	System 8 Dual Trigger ProCare	1902509143
8205-000-000W	System 8 Dual Trigger ProCare	1903705653
8205-000-000W	System 8 Dual Trigger ProCare	1902509583
8205-000-000W	System 8 Dual Trigger ProCare	1903705963
8205-000-000W	System 8 Dual Trigger ProCare	1902509103
8205-000-000W	System 8 Dual Trigger ProCare	1902509133
8205-000-000W	System 8 Dual Trigger ProCare	1903705813

8208-000-000W	System 8 Sagittal Saw ProCare	1905305463
8208-000-000W	System 8 Sagittal Saw ProCare	1905226963
8208-000-000W	System 8 Sagittal Saw ProCare	1905227083
8208-000-000W	System 8 Sagittal Saw ProCare	1905305483
8208-000-000W	System 8 Sagittal Saw ProCare	1821408633
8208-000-000W	System 8 Sagittal Saw ProCare	1905305253
8208-000-000W	System 8 Sagittal Saw ProCare	1905305603
8208-000-000W	System 8 Sagittal Saw ProCare	1905226713
8202-999-000W	System 8 EZOut Protect ProCare	N/A
8209-000-000W	System 8 Precision Saw ProCare	TBD
8209-000-000W	System 8 Precision Saw ProCare	TBD
8209-000-000W	System 8 Precision Saw ProCare	TBD
8209-000-000W	System 8 Precision Saw ProCare	TBD
0408-655-000W	Flyte Charger ProCare	1600800433
9000-200-000W	ProCare Diagnostic Services Tier 1	N/A

Replacement Items Exhibit A - Section B

Product #	Description
4000-000-000W	Cordless/Rotary Attch ProCare
6400-000-000W	Rem B Attachment ProCare
8000-000-000W	System 8 Attachment ProCare
7215-000-000W	System 7 Large Battery ProCare
0408-600-000W	Flyte Helmet ProCare
0408-660-000W	Flyte Power Pack ProCare

1941 Stryker Way
Portage, MI 49024
t: 1-800-253-3210
www.stryker.com

stryker

Instruments

Stryker Procare Service Plan
Terms and Conditions

Product Service Plan - Exhibit B

PRODUCT SERVICE PLAN AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Instruments, hereinafter referred to as Stryker, and the purchaser, University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the cover page hereto and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. Customer represents they area tax exempt entity. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

6. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker Instrument's Representative to be in good operating condition upon his/her initial inspection thereof.

8. LOANER POLICY

During the term of the Service Plan, Stryker may provide to Customer a complimentary item of equipment on loan ("Loaner") during the period in which Stryker is servicing, repairing and/or replacing Customer's Equipment ("Loaner Period"). Acceptance of the Loaner is conditioned upon Customer's written approval. The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker ("Return Period"). If Customer does not return the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner ("Loaner Purchase Price"), which shall be be invoiced against the Customer's current purchase order on file.

9. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker Instruments authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker

11. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts.

12. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

13. TERMINATION

14. The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled for any reason other than that specified in section 23 herein, during or before the expiration date of the Agreement, Customer will owe for the months covered up to the termination date following the thirty (30) day notice of termination for convenience of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, pandemic, terrorism, acts of war,

riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

15. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any third party loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omissions by Stryker or Stryker's employees agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product.

16. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of $1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

20. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party.

21. SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

22. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Venue shall be any court of competent jurisdiction in Clark County, Nevada.

23. BUDGET ACT AND FISCAL FUND OUT

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

24. PUBLIC RECORDS

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

25. NOTICES

1941 Stryker Way
Portage, MI 49024
t: 1-800-253-3210
www.stryker.com

All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent by fax or commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:

To Customer: Contracts Management
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Stryker: Stryker Sales Corporation, acting through its Instruments Division
4100 East Milham Ave
Kalamazoo, MI 49002

Stryker Sales Corporation, acting through its Instruments Division	**University Medical Center of Southern Nevada**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name: Mason VanHouweling
Title:_____	Title: Chief Executive Officer
Date:_____	Date:_____

Flex Financial, a division of Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com

Date: August 10, 2020

RE: Reference no: 21237667

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W Charleston BlvdAttn: Receiving
Las Vegas, Nevada 89102-2386

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Schedule to Master Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum
Certificate of Acceptance

****Conditions of Approval: Insurance Authorization and Verification,State and Local Government Rider , Certificate of Acceptance (once all equipment is received)**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:		**AP address:**	
Purchase order number:		**Contact name:**	
Phone number:		**Email address:**	

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com forany questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **October 16, 2020**

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.

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EQUIPMENT SCHEDULE No: 011 TO MASTER LEASE AGREEMENT No. 21237667

Lessor:	Lessee:	Supplier:
Flex Financial, a division of Stryker Sales Corporation 1901 Romence Road Parkway Portage, MI 49002	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W Charleston BlvdAttn: Receiving Las Vegas, Nevada 89102-2386	Stryker Sales Corporation 4100 E. Milham Avenue Kalamazoo, MI 49001

Equipment description: See Part I on attached Exhibit A
(and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

Equipment location: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Schedule of periodic rent payments:

46 Monthly payments of **$9,161.30** (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)

Term in months: 46	Minimum monthly uses: N/A	Fee per use: N/A

Purchase term (If blank, the Fair Market Value Option will be deemed chosen): Fair Market Value Option

TERMS AND CONDITIONS

1. Agreement. The undersigned Lessee ("**Lessee**") unconditionally and irrevocably agrees to lease from the Lessor whose name is listed above ("**Lessor**") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Lease Agreement referred to above (as amended from time to time, the "**Agreement**"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule. Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Purchase option. If either the Fair Market Value Option or the Fixed Purchase Option is selected above, or otherwise applies, upon expiration of the Term and provided that the Lease has not been terminated early and Lessee is in compliance with the Lease in all respects, Lessee may upon at least 90 but not more than 180 days prior written notice to Lessor exercise the applicable purchase option, and upon the giving of such notice Lessee shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment, for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the $1.00 Buyout is selected above, upon expiration of the Term, Lessee shall pay the amount of all Rent owed by Lessee hereunder but unpaid as of such date and $1.00 (plus all applicable Taxes). Any purchase of the Equipment by Lessee pursuant to a purchase option or $1.00 Buyout shall be "**AS IS, WHERE IS**", without representation or warranty of any kind from Lessor. "Fair Market Value" shall be the amount determined by Lessor as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell.

3. Equipment acceptance. Notwithstanding anything to the contrary in Section 2 of the Agreement, at Lessor's request, Lessee shall confirm in writing Lessee's acceptance of the Equipment for all purposes under this Lease. If Lessor does not make such a request, then by signing this Schedule Lessee certifies that the Equipment described above shall be deemed accepted by Lessee for all purposes under this Lease on the date that is ten (10) days after the date it is shipped to Lessee by the Supplier of the Equipment.

4. Miscellaneous. The amount of each Periodic Rent payment set forth above is based on Supplier's best estimate of the cost of the Equipment described in this Schedule. If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee. If Lessee fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are billed directly by Lessor to Lessee, such amounts shall be added to the Periodic Rent payments set forth above (plus interest or additional charges thereon) and Lessee authorizes Lessor to adjust such Periodic Rent payments accordingly. In the event the transaction evidenced by this Schedule is determined to be a secured transaction, then as security for all existing or hereafter arising obligations of Lessee under this Lease and all other obligations of Lessee to Lessor, Lessee hereby grants to Lessor a first priority security interest in all of Lessee's rights, title (if any) and interests in the Equipment and any additional collateral described herein, and all proceeds and products thereof, including, without limitation, all proceeds of insurance. This Schedule will not be valid and binding on Lessor until signed by Lessor. Lessee acknowledges that Lessee has not received any tax or accounting advice from Lessor. If Lessee is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, the various components are provided above or in an attachment hereto.

LESSEE HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: Devon Ivy *Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 11, 2020 11:01 EDT*	**Date:** 11-Sep-2020
Print name: Devon Ivy	
Title: Controller	

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Exhibit A to Schedule 011 to Master Lease Agreement No. 21237667
Description of equipment

Customer name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Delivery address: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
8208-000-000	SYSTEM 8 SAGITTAL SAW	7
8205-000-000	System 8 Dual Trigger Rotary	7
8203-126-000	DUAL TRIGGER PIN COLLET	7
4505-000-000	System 8 Cordless Driver	20
8215-000-000	SYSTEM 8 BATTERY PACK,LARGE	50
8206-000-000	SYSTEM 8 RECIPROCATING SAW	2
7102-459-000	EZout Insert Tray & Case	1
8202-999-000	SYSTEM 8 EZOUT SYSTEM	1
8209-000-000	SYSTEM 8 PRECISION SAW	4
7102-653-000	CONT W/ SOLID BTM KIT	4

Total equipment: $441,389.81

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
9999999999-adhoc	Partial Trade Up of Master Agreement 21237667 Schedule 005	1
6203110000	AO SMALL ATTACHMENT	7
6203131000	1/4" CHUCK W/KEY	7
6203210000	AO LARGE REAMER ATTACHMENT	7
6203135000	HUDSON/MODIFIED TRINKLE ATTACH	7
7203126000	PIN COLLET	7
7110120000	UNIVERSAL CHARGER	3
7215000000	SMARTLIFE LARGE BATTERY	15
4100131000	1/4 inch Drill with Jacobs Chuck	2
4100132000	5/32 inch Drill with Jacobs Chuck	2
4100110000	Synthes Drill	2
4100235000	Hudson/Modified Trinkle Reamer	2
4100231000	1/4 inch Reamer with Jacobs Chuck	2
4100125000	Pin Collet	2
4100062000	Wire Collet	2
4100400000	SAGITTAL SAW ATTACHMENT	2
7102652000	2HP STERILIZATION CONT W/	7
4405453010	CD4/SABO2 1HP INSERT TRAY	20
7102553020	BOTTOM STER CONTAINER PERF	20
7102553030	1/2 SIZE CONTAINER LID	20

Total trade-up/buyout: **$20,918.57**
Total Amount: $462,308.38

Customer signature	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature: Devon Ivy *Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 11, 2020 11:01 EDT*	**Date:** 11-Sep-2020
Print name: Devon Ivy	
Title: Controller	

Insurance Authorization and Verification

stryker

Date: June 25, 2020

Schedule 011 to Master Lease Agreement No. 21237667

To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer")
1800 W CHARLESTON BLVD
LAS VEGAS , Nevada 89102-2386

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $462,308.38 with deductibles no more than $10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency: _____

Agent name: _____

Address: _____

Phone/fax: _____

Email address:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	
Signature:	**Date:**
Print name: Mason VanHouweling	
Title: CEO	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	**Date:**
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: $462,308.38

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 011 to Master Lease Agreement No. 21237667

See Exhibit A to Schedule 011 to Master Lease Agreement No. 21237667

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

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State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Schedule 011 to Master Lease Agreement No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.

4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	**Date:**
Print name:Mason VanHouweling	
Title:CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.		
Signature: Devon Ivy	*Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 11, 2020 11:01 EDT*	**Date:** 11-Sep-2020
Print name: Devon Ivy		
Title: Controller		

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ADDENDUM TO SCHEDULE NO. 011 TO MASTER LEASE AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Addendum is hereby made a part of the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. Section 3 of the Schedule is hereby amended in its entirety to read as follows:

"Within fifteen (15) days after the date the Equipment is delivered to Lessee under this Schedule, Lessee shall either: (i) accept the Equipment by executing and delivering to Lessor a Certificate of Acceptance in a form acceptable to Lessor; or (ii) reject the Equipment and promptly return the Equipment to Lessor, at no expense to Lessee, at which time the Schedule shall terminate. If Customer fails within fifteen (15) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The second sentence of Section 4 of the Schedule, which reads as follows, is hereby deleted in its entirety:

"If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee."

3. The third sentence of Section 4 of the Schedule is hereby amended in its entirety to read as follows:

"If Lessee fails to pay within (forty-five days of invoice date) any freight, sales tax or other amounts related to the Equipment which are billed directly by Lessor to Lessee, such amounts shall be added to the Periodic Rent payments set forth above (plus interest or additional charges thereon) and Lessee authorizes Lessor to adjust such Periodic Rent payments accordingly."

4. The following language is hereby added to the end of Section 4 of the Schedule:

"Notwithstanding anything to the contrary herein, Lessee shall be entitled to self-insure with respect to its insurance obligations hereunder so long as such self insurance is maintained in a manner and fashion typical of institutions of Lessee's size and nature, including suitable re-insurance structures and so long as (i) no event of default has occurred and remains outstanding and (ii) Lessee promptly delivers certifications or other reasonable proof of self insured amounts and reinsurance upon Lessor's request, including without limitation, financial statements related thereto."

5. New Sections 5 and 6 are hereby added to the Schedule, which shall read as follows:

"5. Lessee is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes. Under that law, all of Lessee's records are public records (unless otherwise declared by law to be confidential and are subject to inspection and copying by any person.

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

Lessee represents and warrants to Lessor that as of the date of, and throughout the Term of, this Schedule: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with this Schedule, the performance of its obligations under this Schedule and the acquisition and use of the Equipment; (c) The person(s signing this Schedule and any other documents required to be delivered in connection with this Schedule (collectively, the "Documents" have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Lessee in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of this Schedule only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to this Schedule, it has funds available to pay all Schedule payments payable thereunder until the end of Lessee's then current fiscal year.

If Lessee terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 6*, Lessee shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Lessor in the contiguous 48 states of the United States and all Equipment upon its return to Lessor shall be in the same condition and appearance as when delivered to Lessee, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an

opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event has occurred, and (iv) pay Lessor all sums payable to Lessor under this Schedule up to and including the TerminationDate."

Customer signature	
Signature:	**Date:**
Print name:Mason VanHouweling	
Title:CEO	

Accepted by Flex Financial, a division of Stryker Sales Corp.		
Signature: Devon Ivy	Electronically signed by: Devon Ivy Reason: I approve this document Date: Sep 11, 2020 11:01 EDT	**Date:** 11-Sep-2020
Print name: Devon Ivy		
Title: Controller		

Certificate of Acceptance

Flex Financial, a division of
Stryker Sales Corporation
1901 Romence Road Parkway
Portage, MI 49002

Name and address of customer:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W Charleston BlvdAttn: Receiving
Las Vegas, Nevada 89102-2386

Schedule No. 011 to Master Lease Agreement No. 21237667 between Flex Financial, a division of Stryker Sales Corporation and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Equipment description: See the attached Exhibit "A" to Schedule No. 011 to Master Lease Agreement No. 21237667

Equipment location: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2386

Acceptance certification:

All of the equipment described above (the "Equipment") has been delivered to us pursuant to the agreement referred to above (the "Agreement"),we have inspected the Equipment and we hereby unqualifiedly accept the Equipment for all purposes under the Agreement.

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

Stryker Flex Financial - MLA 21237667 AMD 011 (6213) 8.10.2020 v2 BF

Final Audit Report 2020-09-11

Created:	2020-09-11
By:	Michelle Warren (michelle.warren@stryker.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7XyTvaBqWXqVjNVhWfKO3xm7eoe10JTP

"Stryker Flex Financial - MLA 21237667 AMD 011 (6213) 8.10.2020 v2 BF" History

Document created by Michelle Warren (michelle.warren@stryker.com)
2020-09-11 - 1:35:55 PM GMT- IP address: 52.44.57.50

Document emailed to Devon Ivy (devon.ivy@stryker.com) for signature
2020-09-11 - 1:37:37 PM GMT

Email viewed by Devon Ivy (devon.ivy@stryker.com)
2020-09-11 - 2:59:22 PM GMT- IP address: 97.92.39.83

Devon Ivy (devon.ivy@stryker.com) verified identity with Adobe Sign authentication
2020-09-11 - 3:01:03 PM GMT

Document e-signed by Devon Ivy (devon.ivy@stryker.com)
Signature Date: 2020-09-11 - 3:01:03 PM GMT - Time Source: server- IP address: 97.92.39.83

Signed document emailed to Devon Ivy (devon.ivy@stryker.com) and Michelle Warren (michelle.warren@stryker.com)
2020-09-11 - 3:01:03 PM GMT

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: 16

Corporate/Business Entity Name:	Stryker Corporation	
(Include d.b.a., if applicable)		
Street Address:	1901 Romence Road Parkway	**Website:www.stryker.com**
City, State and Zip Code:	Portage, MI 49002	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature — Print Name: DEVON IVY

Title: CONTROLLER — Date: 2/19/2020

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

November 13th, 2018

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Powered Surgical Equipment

Dear Ms. Heiy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Powered Surgical Equipment. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process are described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Powered Surgical Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Powered Surgical Equipment were Medtronic, Stryker and Conmed-Linvatec. Contracts were executed in September 2017 with Stryker and Conmed-Linvatec.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

Issue:	**Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government**	**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 Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Purchasing System upgrade project
Bid/RFP/CBE: NRS 332.115.1 (h) – Computer Software, NRS 332.115.1 (g) Computer Hardware
NRS 450.525, NRS 450.530
Term: One (1) year
Amount: NTE $597,086.90
Allscripts Healthcare, LLC – $270,511.23
Meperia, LLC – $36,800
CDW Healthcare – $196,753.94
CDW Government – $93,021.73
Out Clause: Allscripts Healthcare, LLC; Budget Act-Fiscal Fund Out
Meperia, LLC; Termination for Convenience with sixty (60) days prior written notice.

BACKGROUND:

This request is for approval of hardware, software and services agreements to upgrade UMC's Purchasing System. The proposed project is composed of the following agreements:

- **Allscripts Healthcare, LLC**:
  Client Order# 317008-8 provides professional implementation services to upgrade the Purchasing System to the latest version of the software platform for a total cost of $194,000.

  Quote# 394050 provides for the purchase of warehouse hardware and peripherals that are needed for compatibility post upgrade for a total cost of $36,511.23.

  Quote# 387365 provides for Infrastructure Management Services for one year to provide UMC IT for post upgrade database support for one (1) year for a total cost of $25,000.

Cleared for Agenda
September 23, 2020

Agenda Item #
12

Travel expenses will be billed as incurred subject to the terms and conditions of the Master Agreement between Allscripts Healthcare, LLC and UMC are estimated to be $15,000.

- **Meperia, LLC**: The Statement of Work for Item File Cleanse Services is for the analysis and optimization of the Purchasing System Item Master File for a total cost of $36,800.

- **CDW Healthcare**: Quote LNRW722 is for Microsoft server and database licenses for a total cost of $196,753.94. This quote is GPO pricing.

- **CDW Government**: The NX-8170 Option 1 Proposal is for server hardware, software, and support services for a total cost of $93,021.73. This quote is GPO pricing.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process. Remaining purchases not obtained through GPO are pursuant to NRS 332.115(1)(b), (g) and (h).

UMC's Director, Contracts and Materials Management has reviewed and recommends approval of these contracts, proposals, and quotes.

The documents have been approved as to form by UMC's Office of General Counsel.

Client Order# 317008 - 8

Address:
305 Church at North Hills Street
Raleigh, NC 27609
Phone#: (800) 877-5678

Opportunity ID: 006f400000Ah5lI
Sales Executive: Reineking, Kathy S
Email: Kathy.Reineking@allscripts.com
Phone#:
Fax:

Currency Code: USD

Valid Until: 30-SEP-2020
Proposal Date: 19-AUG-2020

Client Name:	**University Medical Center of Southern Nevada**	Client Address:	1800 W Charleston Blvd Las Vegas, NV 89102-2386 US	Delivery:	University Medical Center of Southern Nevada
Client No:	10157803	Client Phone#:	7023832227	Address:	1800 W Charleston Blvd Las Vegas, NV 89102-2386 United States
Client Contact	Theresa Hallenbeck				
Client Email:	Theresa.Hallenbeck@umcsn.com				

Solution Investment Summary:

Investment Total. Below is a summary of your investment in the items covered by this Client Order. Investment totals cover the initial Term only; recurring fees are payable annually (unless otherwise stated in this Client Order); and to the extent applicable the stated amounts do not include the Inflator or annual adjustments.

Category	Investment Total
Professional Services (Initial Term)	$194,000.00
Managed Services (Initial Term)	$0.00
Solutions Total	$***194,000.00***
Estimated Taxes	$***0.00***

Client agrees to pay for all applicable taxes with respect to this Order, excluding those based on Allscripts' net income. If Client claims exemption from any sales, use, or other jurisdictional taxes, Client must provide to Allscripts proper evidence of exemption status at the time of Order. In the event the Client does not provide sufficient evidence of the exemption status prior to invoice generation, Client invoices will include all applicable taxes and Client shall be responsible for the taxes or any associated penalties.

Summary Payment Schedule: Non-recurring fees (i.e., those not payable Yearly or on a Monthly or other time basis) are payable per the following table:

Event	Fees
Payable Upon Order Date.	$97,000.00
Payable Upon Services Completion.	$97,000.00

Facilities. The Facilities for which the ordered Solutions are licensed are as follows or as listed in the List of Facilities attached hereto and incorporated for reference. Certain Solutions may be licensed for use only for a sub-set of the Facilities if "All" is not specified in the "Facility" column(s) of the Purchase Table(s) below; in such case(s), such column will specify the in-scope Facilities for each corresponding item per the numbering below.

Facility #	Facility Name	Address	Account #	Email	Telephone
1	University Medical Center of Southern Nevada	1800 West Charleston Blvd Las Vegas NV US 89102	10157803		7023832000

Purchase Tables: The tables below lists your ordered Solutions and Services (with purchased quantities), the associated fees (for initial term only), the fee payment schedule, and the associated license/service duration. Recurring fees are stated as annual fees during the corresponding Term, unless otherwise provided. Unless otherwise stated, if any "Support/Subscription" column for any ordered item states "Support declined" or the like or does not have a specified fee (zero is not a specified fee), then Allscripts will not be

obligated to deliver support services for that item as it is being declined by the Client or is unavailable.

Other Items	Facility	Qty	Fees	Payment Schedule*	Term In Months# (unless otherwise stated; unless renewed)
Fixed Fee Professional Services: Allscripts standard implementation per attached Scope.					
Allscripts Supply Chain Management Upgrade Services (PSEISFF02590)		1	$79,600.00	Fixed fees payable upon 50P Completion	12
Point of Use Supply Upgrade Services (PSEISFF02510)		1	$34,400.00	Fixed fees payable upon 50P Completion	12
Allscripts Supply Chain Management Application Consulting (PSEISFF02210)		1	$22,000.00	Fixed fees payable upon 50P Completion	12
Allscripts Supply Management Interface Consulting (PSEISFF02840)		1	$20,000.00	Fixed fees payable upon 50P Completion	12
Allscripts Supply Chain Management Implementation Services (PSEISFF03770)		1	$16,000.00	Fixed fees payable upon 50P Completion	12
Point of Use Supply Implementation Services (PSEISFF02490)		1	$22,000.00	Fixed fees payable upon 50P Completion	12
TOTAL			$**194,000.00**		

Estimated Taxes Detail:

Item	License/Fees Selling Price	License/Fees Tax	Recurring Fees (Total Contract Value)	Recurring Fees Tax	Term in Months
Allscripts Supply Chain Management Upgrade Services (PSEISFF02590)	$79,600.00	$0.00			
Point of Use Supply Upgrade Services (PSEISFF02510)	$34,400.00	$0.00			
Allscripts Supply Chain Management Application Consulting (PSEISFF02210)	$22,000.00	$0.00			
Allscripts Supply Management Interface Consulting (PSEISFF02840)	$20,000.00	$0.00			
Allscripts Supply Chain Management Implementation Services (PSEISFF03770)	$16,000.00	$0.00			
Point of Use Supply Implementation Services (PSEISFF02490)	$22,000.00	$0.00			
TOTAL		**$0.00**		**$0.00**	

As used in the Payment Schedule column(s) of the above tables, "**Yearly**", "**Quarterly", "Half-Yearly",** or "**Monthly**" means the corresponding fees are payable on a contract, not calendar, basis.

"**Service Completion**" means the date on which Allscripts has completed its portion of the corresponding in-scope work effort (as Client permitted)
"**50P Completion**" means 50% upon the Order Date and 50% on Service Completion, which is the date on which Allscripts has completed its portion of the corresponding in-scope

work effort (as Client permitted)

Payment Table. For those items with a designated Installment payment schedule, the corresponding fees are payable per the following table:

Product	Payment Category	Payment Description	Amount
Allscripts Supply Chain Management Application Consulting (PSEISFF02210)	50P Completion	50% Payable Upon Order Date.	$11,000.00
		50% Payable Upon Services Completion.	$11,000.00
		Subtotal	***$22,000.00***
Allscripts Supply Chain Management Implementation Services (PSEISFF03770)	50P Completion	50% Payable Upon Order Date.	$8,000.00
		50% Payable Upon Services Completion.	$8,000.00
		Subtotal	***$16,000.00***
Allscripts Supply Chain Management Upgrade Services (PSEISFF02590)	50P Completion	50% Payable Upon Order Date.	$39,800.00
		50% Payable Upon Services Completion.	$39,800.00
		Subtotal	***$79,600.00***
Allscripts Supply Management Interface Consulting (PSEISFF02840)	50P Completion	50% Payable Upon Order Date.	$10,000.00
		50% Payable Upon Services Completion.	$10,000.00
		Subtotal	***$20,000.00***
Point of Use Supply Implementation Services (PSEISFF02490)	50P Completion	50% Payable Upon Order Date.	$11,000.00
		50% Payable Upon Services Completion.	$11,000.00
		Subtotal	***$22,000.00***
Point of Use Supply Upgrade Services (PSEISFF02510)	50P Completion	50% Payable Upon Order Date.	$17,200.00
		50% Payable Upon Services Completion.	$17,200.00
		Subtotal	***$34,400.00***

Delivery. Ordered items will be shipped to the following contact:

Name: University Medical Center of Southern Nevada
Address: 1800 W Charleston Blvd Las Vegas, NV 89102-2386 United States

Shipping Preference.

- o Overnight AM
- o Second Day
- o Standard Ground (estimated 7 to 10 days)

ALLSCRIPTS ORDER PROVISIONS

This Client Order ("Order") between Allscripts Healthcare, LLC ("Allscripts") and University Medical Center of Southern Nevada ("Client") is effective as of the latest date shown in the signature block below (Order Date") and is hereby made a part of and amends the Allscripts Master Agreement, and Product Schedule 1 attached thereto, dated February 5, 2018 ("Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement. For purposes of this Order, "Order" has the same meaning as "Order Form" under the Agreement and "Client" has the same meaning as "Customer" under the Agreement.

The general terms and conditions set forth in the Agreement will apply to this Order, except where expressly identified herein and in addition to any specific terms and conditions set forth in any Attachment(s) to this Order. In the event of a conflict between the terms and conditions of this Order and any Attachment (s) hereto, the terms and conditions of such Attachment(s) shall control. In the event of any conflict between the terms and conditions of this Order and the Agreement, the terms and conditions of this Order shall control.

Term: If the total dollar value of this Order, including any estimated T&M Services, is greater than $100,000, this Order is effective upon signature by both parties. If the total dollar value of this Order, including any estimated T&M Services, is less than $100,000, this Order is effective upon signature by the Client and submission of this Order to Allscripts Commercial Operations prior to the Expiration Date. "Expiration Date" is 30 days from the Valid Until Date stated on this Order. Allscripts may, in its discretion, reject this Order if the last date of signature is after the Expiration Date and the Order shall be deemed null and void even if mutually signed. Any unauthorized modifications and/or handwritten revisions are null and void unless initialed by Allscripts Commercial Operations. Each ordered Service or license begins on the Client Order specified **"Start Date"** (or Order Date if none stated) and lasts for the specified duration ("**Term"** as defined in Order above). Unless otherwise stated, for each ordered subscription, or support for a perpetual license the Term will automatically renew for additional 1 year periods, unless either party provides the other a written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. All terms (including professional services which do not renew) will automatically come to an end if the Order is duly terminated.

Fees and Expenses. If professional services are a part of this Order, and unless otherwise agreed to in the Agreement, and if applicable, out-of-pocket expenses actually incurred by or on behalf of Allscripts in performing ordered services are payable by Client hereunder in accordance with the T&E Policy (i.e. meals, lodging, airfare as outlined and located at https://www.allscripts.com/legal/). The Professional Services are based on a fixed scope. For services performed outside the fixed scope of this Order, a separate statement will be required and mutually agreed to by the parties. Changes in tasks, deliverables, resource requirements and/or assumptions could result in project delays, additional fees or require additional services to be performed under a separate statement.

Payment: Except as otherwise stated, T&M Services fees will be billed periodically and in arrears and Client shall pay such invoiced amounts due under this Order within the applicable time period specified in the Agreement, as amended by this Order, or within 30 days of invoice date if no such period is specified. Fees for other ordered items are due and payable upon the occurrence of the event(s) set forth in the corresponding Payment Schedule column(s) of this Order.

General Terms: Client will comply with the Anti-Kickback statute (42 C.F.R. 1001.952(h)), including accurately reporting any discounted or no-cost items to the Federal government. The Agreement (as amended) comprises the full understanding of the parties related to its subject matter. Client acknowledges that it has not relied on the availability of any future version of any ordered item or any other future product or service in executing this Order. If any Professional Services were performed under this Order, Allscripts will, from time to time, conduct client phone or email surveys for the purpose of accessing client satisfaction associated with work effort by services resources performed (delivered) under this Order. This Order may be executed in counterparts and electronically scanned or facsimile signatures shall be deemed originals. Any supplemental or modified provisions contained in any Client (or third party) proposed purchase order(s) are not included in this Order and shall not be binding on the parties. The "Notes" section of this Order is for informational purposes only and does not contain any provisions that are binding on either party. For clarification, the materials and information disclosed by Allscripts hereunder are Allscripts confidential information and this Order is confidential information of both parties, all pursuant to the confidentiality provisions set forth elsewhere in the Agreement. All sales are final, non-cancellable and non-refundable.

[Signature Page to Follow]

By: _____
Authorized Signature

_____
Name Printed, Title

_____
Date

contracts@allscripts.com
Contact Email

800-877-5678
Contact Phone

By: _____
Authorized Signature

_____
Name Printed, Title

_____
Date

_____
Contact Email

_____
Contact Phone

Allscripts Classic Client Solutions Upgrade Sales Services Order

for

University Medical Center of Southern Nevada

August 14, 2020

Quote # 317008
Client # 10157803

Allscripts Healthcare Solutions, Inc.
222 Merchandise Mart Plaza
Suite 2024
Chicago, IL 60654

Table of Contents

I Overview

The purpose of The Implementation Scope Document is to establish the assumptions upon which Allscripts solutions shall be implemented.

This scope defines the parties' respective obligations, assumptions, and boundaries for this implementation. As such, it is the professional responsibility of all parties to thoroughly understand this document, and to meet the commitments outlined herein.

Client and Allscripts shall collaborate, agree to, and finalize, in writing, one or more project plans which reflect the scope, prior to the kickoff of the project and only after resources assignments are made. Allscripts shall use commercially reasonable efforts to assign staff within sixty (60) days of the date Client executes contract. Client is responsible for any travel related expenses needed if any related to these services here within, as defined in Clients Agreement.

The effort associated with implementing these services will vary by the individual features and such Features for the product release are outlined on the Allscripts Client Central portal found at the following link https://central.allscripts.com ("Allscripts Central"), are hereby incorporated and becomes a part of this Agreement. No other features will be provided as part of the service that are not listed on Allscripts Central for the corresponding solution or not outlined within this Description of Services.

II Solutions Included in This Implementation

Allscripts Supply Chain
Point of Use

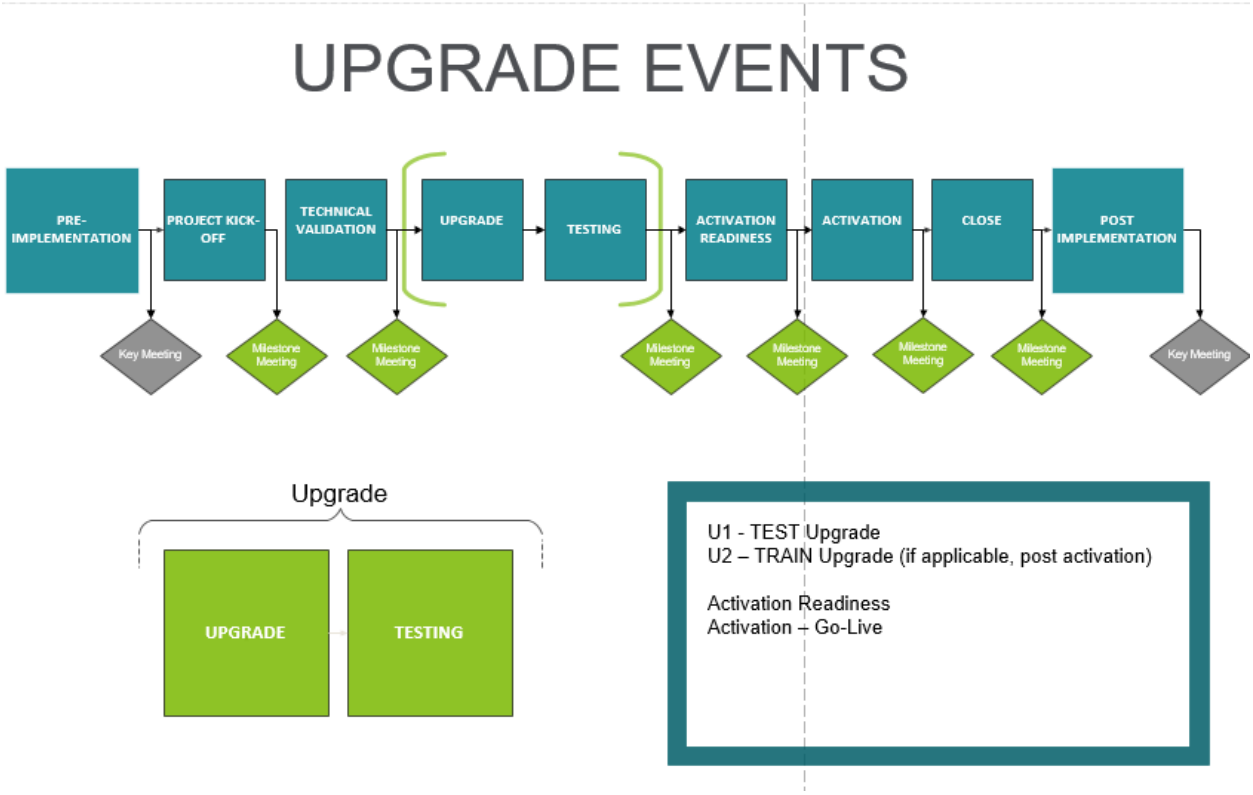
III Client Information

The scope of Services that are deliverable under this agreement is based on the following information. If multiple solutions shall be upgraded, also see Solution-Specific assumptions below.

Product	Current Release	Duration (weeks)	Hosted	Off-hour Activation
Allscripts Supply Chain Solutions	15.1	28	No	No
Point of Use	8.0	18	No	No

IV Allscripts Methodology and Approach

This approach is based on Allscripts' pre-configured data and content, prescriptive workflows, and best practices for a solid foundation. The Allscripts Event-Based methodology is depicted below.



Deliverables

Deliverables for this fixed-fee/fixed-scope project shall be defined by the project scope here within. Fixed fee meaning that the implementation services will be delivered by Allscripts at a set price determined by Allscripts considering the project scope, and the time and resources necessary to complete the project scope. The detailed tasks needed to accomplish each deliverable are outlined in the project plan(s), including the delineation of work effort between Allscripts and Client including if resources are remote or onsite. Remote is time spend working on Client activities, while not on-site and Onsite is time spent working on Client activities at a Client location.

Events and Milestone Sign-Offs

Each event in the methodology has defined prerequisites to be completed before the next event commences. A milestone meeting is conducted after each event which requires Allscripts and Client sign-off. The milestone sign-off meeting validates that all required work has been completed before the next event begins.

V Governance and Project Staffing

It is recommended, but not required, that Client shall provide a governance structure at the commencement of the project which supports the following requirements:

- Committees for making clinical, financial, and operational decisions based on project timelines
- A committee for processing all change requests including but not limited to scope, budget, and configuration
- A committee for advising project on operational and organizational changes required by the project, including but not limited to workflows and policies and procedures
- A committee for addressing and managing escalated issues and risks

VI Assumptions

Assumptions are categorized as follows:

- General Assumptions – required conditions for implementation,
- Allscripts Assumptions – clarifications to the scope of work that Allscripts shall perform.

General Assumptions

1. The project assumes a like-for-like upgrade of the solutions identified under the Solution Specific Assumptions.
2. New features which are part of the release are considered Optional Features and can be found in the product documentation. New features shall be reviewed as part of the Pre-Implementation event.
3. The effort associated with implementing Optional Features will vary by the individual features included in the Yearly Release and such Operational Features for that release outlined on the Allscripts Client Central portal found at the following link https://central.allscripts.com ("Allscripts Central"), are hereby incorporated and becomes a part of the upgrade. No other features will be provided as part of the upgrade that are not listed on Allscripts Central for the corresponding solution or not outlined within this Description of Services.
4. The interfaces currently in production are included in the scope of this upgrade.
5. Allscripts shall provide resources to update the integration and re-establish connections in supported environments.
6. The parties shall work together to validate effective project execution and fulfillment of contractual obligations and the key deliverables.
7. The project timeline is documented in the mutually agreed project plan(s).
8. All changes to the baseline project plan(s), project timeline, or scope documents shall be reviewed and mutually agreed upon by Client and Allscripts project leadership as part of approved project change control.
9. Formal project change control is required to manage all project changes. The separate Scope Change document provides a structure for these important activities.

10. Requested changes shall be documented and assessed in terms of schedule and cost impact, and risks. Actual scope changes must be agreed and signed by both parties.
11. Risk and issue identification and management is the responsibility of Allscripts and the Client. The Client is responsible for managing risk and issue logs, including progress and follow-up logs.
12. The project's timeline, and resources are contingent upon Client accepting Allscripts prescriptive methodology and content.
13. If needed, review and ordering of hardware, software, and network minimum requirements are a part of the Pre-Implementation Event and are expected to be complete before the project Kick Off meeting. Additionally, hardware and software for the Development environment are to be installed before the Kickoff meeting. If Client elects to use non-supported hardware or software, the support of that hardware or software is the Client's responsibility.
14. Subject matter experts are required from the user community to participate in Workflow and data validation sessions. As part of the pre-implementation process, Allscripts shall provide specific resource requirements for these areas.
15. All printers for this project shall use Microsoft® approved printer drivers.
16. The project assumes that a wireless network in in place which the Client owns and maintains.
17. Allscripts shall provide a description of roles and responsibilities as part of the pre-implementation. The project plan(s) assumes that all required Client resources are available throughout the project, that they are properly skilled, and that they are allotted appropriate time to complete assigned tasks.
18. Allscripts shall provide Command Center Activation (go-live) support as described in the Allscripts Activation Support section of the Appendix. The Client is responsible for all shoulder-to-shoulder go-live support of end users.
19. The Client is responsible for end users having basic computer skills and relevant device training.
20. Authorized Users will be trained per the project timeline and will make all reasonable efforts to complete all training exercises.
21. The Client is responsible for scheduling and tracking the completion of training for project team members and end users.
22. The Client is responsible for all upgrades to Client-hosted software, such as the installation of additional operating system patches and fixes, hardware driver updates or SQL patches.
23. The Client shall provide access and support to all environments that host Allscripts software. These environments are constantly available to Allscripts personnel during normal operating hours (or as otherwise specified in the contract or in writing by the Client), until the services for this project have been completed.
24. The Client shall provide remote access in accordance with Allscripts-approved mechanisms and security measures, which is SecureLink.
25. It is the Client's responsibility to make any necessary configuration changes to non-Allscripts products that are listed as requisites to completion of the Allscripts implementation.

26. The Client shall acquire knowledge of the Allscripts software and documentation and shall actively input Client data into the system throughout the course of the project, ultimately managing the configured product in its own environment.

27. If additional Authorized Users are hired or added by the Client, they must complete requisite training.

28. The Client is responsible for the revision of all policies and procedures to support the implementation and operation of Allscripts products.

29. Client shall provide Allscripts with resources (such as parking, telephone, printer, and copier access) that are equivalent to those furnished to its own IT staff during the implementation, including, but not limited to:

    - Internet access, wireless preferred.
    - Access to any other reasonable and incidental supplies, equipment, and services that would contribute to the efficient execution of the professional services.

30. Client project team shall have Microsoft® Office installed on their machines.

31. The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a change request which may result in a change to the project timeline, effort, and budget.

32. The Client is responsible for all decisions, acts, and omissions of any persons regarding the delivery of medical care or other services to any patients. Prior to Licensed Materials being placed in a live production environment, it is the Client's responsibility to review and test all Licensed Materials and associated workflows and other content, as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that they are appropriate for such live production use. "Licensed Materials" are any software (Allscripts or Third Party), including associated updates, content, and deliverables provided to Client under the Agreement.

33. Any such use by Client (or its Authorized Users) shall constitute Client's representation that it has complied with the foregoing. Client shall ensure that all Authorized Users are appropriately trained in use of the then-deployed release of the Software prior to their use of the Software in a live production environment. Clinical Materials are tools to assist Authorized Users in the delivery of medical care, but should not be viewed as prescriptive or authoritative. Clinical Materials are not a substitute for, and Client shall ensure that each Authorized User applies in conjunction with the use thereof, independent professional medical judgment. Clinical Materials are not designed for use, and Client shall not use them, in any system that provides medical care without the participation of properly trained personnel. Any live production use of Clinical Materials by Client (or its Authorized Users) shall constitute Client's acceptance of clinical responsibility for the use of such materials.

34. If Client makes changes to any tasks, deliverables, resource requirements and/or assumptions that could result in project delays, or postpones or halts any material project or implementation date for any reason, Allscripts may invoice Client for reasonable fees and costs resulting from such changes and Client shall pay any such invoices in accordance with the payment terms set forth in the Agreement.

Allscripts Assumptions

1. Allscripts shall implement the most current Generally Available (GA) versions of its software.
2. It is assumed that version-compatible releases of Allscripts software shall be implemented during this project.
3. Standard Allscripts Command Center Activation (go-live) support is included in this contract and is detailed in the project plan(s). Clients may, at their discretion, purchase additional Activation support at any time at least two (2) months before Activation.
4. For tasks in the project plan(s) to which both Allscripts and the Client are assigned, Allscripts' responsibility is to provide guidance toward completion of that task.
5. The Allscripts Project Manager shall deliver baseline project plan(s) to the Client. The project plan(s) describe all project deliverables, resource assignments, prerequisites, and milestone dates.
6. The Allscripts Project Manager shall maintain and own the project plan(s). Any changes to the project plan(s) shall be mutually agreed upon and documented utilizing the change control processes. If applicable, the Allscripts Program Manager shall maintain the Program Plan, and Allscripts Project Manager(s) shall maintain the project plan(s).
7. The Allscripts Implementation Consultant shall provide and review an impact analysis of what changes have been made in the software which shall impact their current configuration or workflows
8. The Allscripts Implementation Consultant shall provide a new feature overview for new features being implemented and any software changes.
9. Allscripts shall complete a technical assessment as part of the upgrade and review the outcome of the assessment with the client.
10. Allscripts shall assign resources to implement the Allscripts solutions and as such shall coordinate the following activities:
    - Transfer knowledge and provide guidance throughout all tasks in the project,
    - Provide consultative services on test strategy and test script guidelines,
    - Provide consultative services on training strategy and training program recommendations,
    - Assist with issue identification and escalation within Allscripts and Client organizations as necessary to achieve resolution.
11. Services shall include both onsite and remote work efforts unless otherwise noted in the Solutions-Specific assumptions.
12. Out of Scope Projects. Additional services required as a result of Software release changes, modifications, improvements, User Product Training, On-Site Live Date Support, Extended Productive Use Support, Consulting Packages, interfaces and conversion, additional training, extending the mutually agreed project timeline, or any are services that are beyond the implementation or services defined in this Statement of Work Exhibit. In the event Client requests any additional services, Allscripts and Client will determine the scope of additional services to be provided and the terms and conditions (including any additional fees to be paid if any) pursuant to which should additional services be provided by Allscripts. Client and Allscripts will mutually agree to any modifications to the Implementation Services in writing.

VII Solution-Specific Assumptions

Professional services included in this Scope document are based on a like-for-like upgrade and on information contained in the Client Information section.

Documentation for product features, functionality, and content that is within scope, can be found in Allscripts Installation Guides, Configuration Guides, Reference Guides, User Guides, Feature Guides, Integration Guides, What's New Guides, and Quick Reference Guides. These documents can be found on Allscripts Client Connect.

The upgrade assumes the Client is following Allscripts prescriptive workflows. Any custom configuration or workflows may result in an extension of project timeline and budget.

This scope includes upgrades to the environments as listed in the Appendix under Environments Supported by Allscripts.

This scope includes services to address interfaced Allscripts or third-party solutions listed in the Client Information table of this agreement.

The Solutions included in this Upgrade are:

Allscripts Supply Chain Solutions Upgrade

Allscripts Supply Chain Management Upgrade Services – PSEISFF02590

1. Allscripts shall perform a like-for-like upgrade to Allscripts Supply Chain Solutions to the current release.
2. The estimated duration of this upgrade project is 28 weeks.
3. Allscripts shall deliver upgrade services during normal business hours on a weekday.
4. All services shall be performed remotely unless mutually agreed to by the parties that an on-site visit is necessary. If the parties agree that on-site visits are the best approach, there will be up to two (2) onsite visits by one (1) person for three days each visit at an estimated cost of $2,00.00 per trip. Additional upgrade services will be performed remotely
5. Client shall transition EDI communication to Ecommerce prior to upgrade activation. The Client is responsible for the migration to Ecommerce including any related hardware, software, and services.
6. Allscripts shall support the standard set of reports with this upgrade. All custom reports are considered out of scope.
7. Allscripts shall deliver education on the new cumulative features with this release.
8. Training for ASCS is a "Train the Trainer" approach. Training will be conducted by 1 Person 8 hours via webinar.

Supply Chain Solutions Optimization

Allscripts Supply Chain Management Application Consulting – PSEISFF02210

Allscripts offers this proposal for Supply Chain Solutions Operational assessment. These services are designed to enhance and improve supply chain outcomes and return on investment. Services include full assessment of the current state including evaluation of business practices and system utilization.

I. Assessment of supply chain processes and utilization of ASCM

A. Evaluate current environment and capabilities including organizational characteristics, business practices, and processes and utilization of applications.
- Management goals and desired outcomes related to system
- Departmental structure
- Policies and Procedures related to system and associated processes

B. Interview management and staff in financial management and supply chain management including end-user requisitioning, purchasing, receiving, inventory management, OR materials management and accounts payable personnel
- Review utilization of current functionality
- Project goals and desired outcomes
- Gap analysis- goals vs. current state
- Workload, roles and responsibilities

C. Observe processes and information flow including:
- Database management
- End-user requisitioning
- Purchasing
- eCommerce
- Contracts and rebates
- Inventory Management / Distribution
- Accounts Payable

D. Review of current reporting needs and current reporting documents and activities
- Determine management reporting requirements
- Identify system reports/tools needed to support reporting needs

II. Recommendations for enhanced system utilization and supply chain process improvements

A. Documentation of future state recommendations to enhance software function, adaptation, and outcomes including:

B. Review of findings and recommendations to improve supply chain processes and ASCM utilization
- Review documented future state recommendations
- Suggested timelines for process and utilization modifications

Proposed Optimization Schedule

Phase 1	Current State Assessment- interviews; observations of processes and workflow
Phase 2	Documentation of future state recommendations. Includes telephone follow-up as needed to confirm assessment findings.
Phase 3	Review of future state recommendations and determine next steps

All services shall be performed remotely unless mutually agreed by the parties that an on-site visit is necessary. If the parties agree that on-site visits are the best approach, there will be up to two (2) onsite visits by one (1) person for three (3) days each visit at an estimated cost of $2,000 per trip.

Allscripts Supply Chain Solutions eProcurement

Allscripts Supply Chain Management Implementation Services – PSEISFF02210

Allscripts shall assist Client with setup of eProcurement EDI/Vendor Punchout

Allscripts adheres to a “Train-the-Trainer” approach. Allscripts will provide single training session to Client’s super-users/subject matter experts. Unless specifically provided for in this agreement, multiple super-user training sessions are excluded.

Unless specifically provided for in this agreement, all end-user rollout education is the responsibility of the Client.

Training for eProcurement will be a total of eight (8) hours that can be broken down to two (2) four (4) hour webinars.

Supply Chain Solutions Interface

Allscripts Supply Chain Management Interface Consulting – PSEISFF02840

Allscripts shall assist with configuration changes and testing of the following standard interfaces (1 instance each)

- Outbound Purchase Order
- Outbound Matched Invoice

Customer shall provide the specifications of any output files. Any major deviations from the agreed upon data and/or format that result in a scope adjustment or change may result in additional fees. Any such changes or adjustments will need to be agreed upon by Allscripts and the customer and submitted to Allscripts in writing.

All interface work shall be done remotely during normal business hours

Allscripts Point of Use Upgrade

Point of Use Supply Upgrade Services – PSEISFF02510

1. Allscripts shall perform a like-for-like upgrade to Allscripts Point of Use current release
2. The duration of this upgrade project is 18 weeks.
3. Allscripts shall deliver upgrade services during normal business hours on a weekday.
4. Allscripts shall support the standard set of reports with this upgrade. Any custom reports developed by Allscripts or the Client are considered out of scope.
5. Allscripts shall deliver education on the new cumulative features with this release.
6. All services shall be performed remotely unless mutually agreed by the parties that an on-site visit is necessary. If the parties agree that on-site visits are the best approach, there will be up to two (2) onsite visits by one (1) person for three (3) days each visit at an estimated cost of $2,000 per trip.
7. Training for POU is “Train the Trainer” approach and will be held remotely.

Allscripts Point of Use Optimization

Point of Use Supply Implementation Services – PSEISFF02490

These services are designed to enhance and improve inventory management outcomes and return on investment from POU. Services include full assessment of the current state including evaluation of business practices and system utilization.

I. Assessment of inventory management processes and utilization of POU
   a. Evaluate current environment and capabilities including organizational characteristics, and processes and utilization of POU.
      i. Management goals and desired outcomes related to system
      ii. Departmental structure
      iii. Policies and Procedures related to system and associated processes
   b. Interview management and staff in Cath Lab including requisitioning, receiving, inventory management, and reporting
      i. Review utilization of current functionality
      ii. Project goals and desired outcomes
      iii. Gap analysis- goals vs. current state
      iv. Workload, roles and responsibilities
   c. Observe processes and information flow including:
      i. Database management
      ii. End-user requisitioning
      iii. Inventory Management
   d. Review of current reporting needs and current reporting documents and activities
      i. Determine management reporting requirements
      ii. Identify system reports/tools needed to support reporting needs

II. Recommendations for enhanced system utilization and inventory management improvements

a. Documentation of future state recommendations to enhance software function, adaptation, and outcomes including:
    i. Recommendations to maximize POU processes – requisitioning, receiving, and inventory management
    ii. Recommendations to maximize POU inventory management processes – replenishment, par level management, inventory counts, Cath Lab inventory management and inventory reorder parameter setup
b. Review of findings and recommendations to improve supply chain processes and POU utilization
    i. Review documented future state recommendations
    ii. Suggested timelines for process and utilization modifications

Proposed Schedule

Phase 1	Current State Assessment- interviews; observations of processes and workflow
Phase 2	Documentation of future state recommendations. Includes telephone follow-up as needed to confirm assessment findings.
Phase 3	Review of future state recommendations and determine next steps

All services shall be performed remotely unless mutually agreed by the parties that an on-site visit is necessary. If the parties agree that on-site visits are the best approach, there will be up to two (2) onsite visits by one (1) person for three (3) days each visit at an estimated cost of $2,000 per trip.

Supply Chain Solutions Environments Supported by Allscripts

	Allscripts Supports these Environments		
Product	**TEST**	**PROD**	**TRAIN**
Allscripts Supply Chain Solutions Upgrade	✓	✓	

Supply Chain Solutions Client Resource Tables

The tables below provide the estimated number of Client hours for the project. However, final estimates shall be provided on completion of the mutually agreed upon project plan(s).

Client Resources for Upgrade of Allscripts Supply Chain Solutions	*Total Hours*
Interface Analyst	170
Materials Management Expert	225
Financial Management Experts (AP/GL/Fin Analyst)	110
Network System Administrator	200
Project Manager	225
Application Administrator	200
Technical Analyst / DBA	90
Education Coordinator	50

Supply Chain Solutions Activation Support

Activation Support for Allscripts Supply Chain	*Total Hours*	*Total Days*
Project Manager	8	2.5
Technical Implementation Engineer	20	2.5
Implementation Consultant - SCM	20	2.5
Interface Analyst	12	2.5

Point of Use Environments Supported by Allscripts

	Allscripts Supports these Environments		
Product	**TEST**	**PROD**	**TRAIN**
Allscripts Point of Use Upgrade	✓	✓	

Point of Use Client Resource Tables

The tables below provide the estimated number of Client hours for the project. However, final estimates shall be provided on completion of the mutually agreed upon project plan(s).

Client Resources for Upgrade of Allscripts Point of Use	*Total Hours*
Project Manager	60
Application Administrator	60
Technical Analyst DBA	50
Application SME	60

Point of Use Activation Support

Client Resources for Upgrade of Allscripts Point of Use	*Total Hours*	*Total Days*
Project Manager	60	2.5
Application Administrator	60	2.5
Technical Analyst DBA	50	2.5
Application SME	60	2.5

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5995 Windward Parkway, Alpharetta, GA. 30005

Oracle Quote #: 394050		Date:	9/2/2020
BILL TO:	University Medical Center of Southern Nevada	SHIP TO:	University Medical Center of Southern Nevada
Billing Address:	1800 W. Charleston Blvd Las Vegas, NV 89102	Shipping Address:	1800 W. Charleston Blvd Las Vegas, NV 89102
Billing Contact:	Jesse Ramirez	Shipping Contact:	Jesse Ramirez
Billing Contact Email:	jesse.ramirez@umcsn.com	Shipping Contact Email:	jesse.ramirez@umcsn.com
Billing Contact Phone:	702-765-7995	Shipping Contact Phone:	702-765-7995

Summary of Hardware and Third Party Software Sales Order:

Description	Pricing Price	Total
Supply Chain Management v2019.1	$36,438.36	$36,438.36

Summary of Hardware and Third Party Software Sales Order:	$36,438.36
Estimated Shipping Charges (Billed as Incurred):	$72.88
Total Purchase Price:	$36,511.23

Terms and Conditions
- Pricing is valid for 30 days from the date of this quote and is subject to change. All prices are in USD unless otherwise stated.
- Normal lead time is 30 days from receipt of order
- Payment terms are net 30 from date invoice is issued
- Returns will be accepted only for those items which are unopened and are returned within 30 days of receipt. A 20% restocking fee will apply
- Signed Sales Order w/ requested delivery date is required before order can be processed
- Shipping Terms - FOB Shipping Point
- Shipping costs are estimates and will be billed as incurred.
- Sales Tax is not included in the above configuration and will be invoiced accordingly.
- Annual Maintenance Fee Payments. Client agrees to pay the full Annual Maintenance Fees as specified above upon the Original Order Date. and annually thereafter for the remaining Term, Subject to Annual Adjustment.

The undersigned agrees to the terms and conditions set forth in the above document.

Client		**Allscripts**	
Client ID #:	10157803	Sales Center Rep.	Shawn Padgett
Name:	University Medical Center of Southern Nevada		
		Signature:	x_____
Signature:	x_____	Title:	
Title:		SO Date:	9/2/2020
Date:		SO Expiration Date:	9/28/2020
PO #			
		SO Filename:	bc20200623v1
Requested Delivery Date:	_____	Opportunity ID:	

Signed Sales Order with requested delivery date is required before order can be processed
Please fax signed order to (919)-800-6223
Thank You For Your Business

September 2, 2020

University Medical Center of Southern Nevada

File Name: bc20200623v1

Requestor: Padgett
Engineer: Carruthers

Summary of Hardware and Third Party Software Proposal:		Pricing:
Supply Chain Management v2019.1		
Production Systems Totals:	$	-
Test Systems Totals:	$	-
Application Specific Peripherals & 3rd Party Software Totals:	$	36,438
	$	36,438

Summary of Hardware and Third Party Software Proposal:	$	36,438
Estimated Standard Shipping Charges (Shipping will be billed as incurred):	$	73
Total Proposal Price:	$	36,511

Terms and Conditions Configuration Notes:

1 Pricing is valid for 30 days from the date of this quote and is subject to change. All prices are in USD unless otherwise stated.
2 Allscripts application software is not included in this quoted configuration.
3 Products are shipped on the basis of availability. Allscripts reserves the right, however, to substitute for a mutually agreed upon product equivalent when possible to avoid delays in filling purchase order requests.

September 2, 2020 | **File Name:** bc20200623v1

University Medical Center of Southern Nevada | **Requestor:** Padgett | **Engineer:** Carruthers

Allscripts Supply Chain Management v2019.1 Hardware Configuration

Qty	Description	Hardware Price	Database Price	OS Price	Misc. HW/SW Price	Total Selling Price
	Application Specific Peripherals & 3rd Party Software					
Supply Chain Peripherals:						
	Supply Chain Peripherals:	**$ 15,067**	**$ -**	**$ -**	**$ -**	**$ 15,067**
24	Zebra DS8178-HC USB Kit, 2D Area Imager, Health care, Cordless, FIPS. Includes Cradle and USB cable					
3	P2217H 21.5-inch Widescreen Flat Panel Monitor					
Supply Chain Mobile Computer Device(s):						
	Supply Chain Zebra TC52 Healthcare Mobile Computer and Accessories	**$ 20,166**	**$ -**	**$ -**	**$ 1,206**	**$ 21,371**
10	Zebra Enterprise, TC52 Healthcare, WLAN 802.11 A/B/G/N, HD Display, 2D Imager, Camera, Android 8.1 Oreo, 4/32GB, Hi-Cap 4150 mAh Battery, VOIP Ready, GMS, NFC					
10	TC5x 1-Slot USB/Charge Cradle					
10	Zebra TC5x - Accessories - USB Client Communication Cable. USB A to Mini B.					
10	TC51/TC52 HC PP+ Spare Li-Ion battery, 4300mAh					
3	TC51/TC52 Healthcare 4 Slot Battery Charger					
13	US AC Line cord, 7.5ft Grounded 3-Wire					
10	Enterprise Browser License for Android 1.8v					
10	3 Year Zebra OneCare Essential. Includes Comprehensive Coverage. Does not include coverage for cradles.					
	Application Specific Peripherals & 3rd Party Software Totals:	**$ 35,233**	**$ -**	**$ -**	**$ 1,206**	**$ 36,438**

Allscripts Supply Chain Management v2019.1 Hardware Configuration System Totals: **$ 36,438**

5995 Windward Parkway, Alpharetta, GA. 30005

Oracle Quote #: 387365		Date:	9/2/2020
BILL TO:	University Medical Center of Southern Nevada	SHIP TO:	University Medical Center of Southern Nevada
Billing Address:	1800 W. Charleston Blvd Las Vegas, NV 89102	Shipping Address:	1800 W. Charleston Blvd Las Vegas, NV 89102
Billing Contact:	Jesse Ramirez	Shipping Contact:	Jesse Ramirez
Billing Contact Email:	jesse.ramirez@umcsn.com	Shipping Contact Email:	jesse.ramirez@umcsn.com
Billing Contact Phone:	702-765-7995	Shipping Contact Phone:	702-765-7995

Summary of Hardware and Third Party Software Sales Order:

Description	Pricing Price	 Total
Technology Services Group	$25,000.00 / year	$25,000.00

Summary of Hardware and Third Party Software Sales Order:	$25,000.00
Estimated Shipping Charges (Billed as Incurred):	$0.00
Total Purchase Price:	$25,000.00

Terms and Conditions
- Pricing is valid for 30 days from the date of this quote and is subject to change. All prices are in USD unless otherwise stated.
- Payment terms are net 30 from date invoice is issued
- Signed Sales Order w/ requested delivery date is required before order can be processed
- Sales Tax is not included in the above configuration and will be invoiced accordingly.
- Annual Maintenance Fee Payments. Client agrees to pay the full Annual Maintenance Fees as specified above upon the Original Order Date. and annually thereafter for the remaining Term, Subject to Annual Adjustment.

The undersigned agrees to the terms and conditions set forth in the above document.

Client		**Allscripts**	
Client ID #:	10157803	Sales Center Rep.	Shawn Padgett
Name:	University Medical Center of Southern Nevada		
		Signature:	x_____
Signature:	x_____	Title:	
Title:		SO Date:	9/2/2020
Date:		SO Expiration Date:	9/28/2020
PO #			
		SO Filename:	bc20200623v1
Requested Delivery Date:	_____	Opportunity ID:	

Signed Sales Order with requested delivery date is required before order can be processed
Please fax signed order to (919)-800-6223
Thank You For Your Business

September 2, 2020

University Medical Center of Southern Nevada

Allscripts Technology Services Group Services Configuration

File Name: bc20200623v1

Requestor: Padgett
Engineer: Carruthers

Qty	Description	Hardware Price	Database Price	OS Price	Misc. HW/SW Price	Total Selling Price
	Technology / IMS / CareBridge Services					
	Allscripts Point of Use Supply					
	Allscripts Point of Use Supply	$ -	$ -	$ -	$ 7,000	$ 7,000
1	Infrastructure Management Rollup for 1 year(s) - Bronze					
	Allscripts Supply Chain Mgt					
	Allscripts Supply Chain Mgt	$ -	$ -	$ -	$ 18,000	$ 18,000
1	Infrastructure Management for Supply Chain Management for 1 year(s) - Bronze					
	Technology / IMS / CareBridge Services Totals:	$ -	$ -	$ -	$ 25,000	$ 25,000
	Allscripts Technology Services Group Services Configuration System Totals:					$ 25,000

September 2, 2020 | **File Name:** **bc20200623v1**

University Medical Center of Southern Nevada | **Requestor:** **Padgett** | **Engineer:** **Carruthers**

Allscripts Technology Services Group IMS Terms and Conditions

EXHIBIT A1

TECHNOLOGY SERVICES - INFRASTRUCTURE MANAGEMENT SERVICES ("IMS") TERMS

SECTION 1: TERM

1.1 Term. This Exhibit is effective upon the CS/OF Effective Date. The initial term of the Infrastructure Management Services (**"IMS"**) begins on the IMS Start Date and continues for 12 months thereafter (**"Initial IMS Term"**). The "IMS Start Date" is the first date EIS/Allscripts makes IMS available to Customer/Client for productive use.
1.2 Renewal. This Exhibit is not subject to automatic renewal. Customer must provide written notice of its intention to renew or extend this Exhibit for an additional term (**"Renewal IMS Term"**) at least ninety (90) days prior to expiration of the Initial IMS Term, and the terms and conditions of any such Renewal IMS Term must be set forth in a written agreement signed by both parties. Any subsequent Renewal IMS Terms are subject to the renewal procedure and notice period set forth in the preceding sentence. For the avoidance of doubt, EIS/Allscripts is not obligated to accept Customer/Client's renewal election or to extend the then-current IMS term on the same terms and conditions set forth herein, including the fees.

SECTION 2: TERMINATION OF IMS SERVICES

2.1 Termination by Client.

2.1.1 Effective as of the SO Date and until the end of the Initial IMS Term, Customer may terminate the IMS purchased herein without cause by:

(a) giving Allscripts at least 60 days' prior written notice;

(b) paying all fees due and owing for IMS up to the effective date of termination; and

(c) paying Allscripts a fee in the amount of 25% of the remainder of all IMS fees due under this Sales Order for the remainder of the Initial IMS Term (**"IMS Termination Fee**") no later than 30 days after the effective date of termination. Client hereby agrees that the IMS Termination Fee is not a penalty, but is a fair and reasonable fee which reflects a partial reimbursement of certain costs incurred by Allscripts as a result of Client's original commitment to the Initial IMS Term.

2.1.2 After the Initial IMS Term, Client may terminate the IMS purchased herein by: (a) giving Allscripts at least 60 days' prior written notice and (b) paying all fees due and owing for IMS up to the effective date of termination.

2.2 **Termination by Allscripts**. After the first anniversary of the SO Date, Allscripts may terminate the IMS purchased herein upon 90 days' prior written notice to Client.

2.3 **Effect of Termination**. Immediately following termination of IMS, Client will permit Allscripts to remove any Software, whether Allscripts developed or Third Party Software, and Allscripts CareBridge equipment from Client's operating environment which was provided by Allscripts as part of IMS and used solely for provision of IMS. Client does not retain a license to use any such Software following termination of IMS.

SECTION 3: ADDITIONAL IMS TERMS

3.1 Notwithstanding the Termination of IMS Section above, no IMS Termination Fee will be incurred if IMS is modified due to either (a) equipment replacement to transition from one platform to another or (b) removal of equipment from active service; provided that any modification is set forth in an amendment to this Sales Order that is executed at least 60 days prior to the effective date of such modification.

3.2 IMS service descriptions for the IMS purchased herein and Client's responsibilities related thereto are available at https://www.allscripts.com/allscripts-com/documents. Such applicable service descriptions and Client responsibilities are incorporated herein by reference, and may be amended by Allscripts in its sole discretion from time to time.

SECTION 4: PRICE INCREASES

4.1 Allscripts will not increase the recurring fees set forth herein during any applicable Initial IMS Term (as defined in Section 1 above). After the expiration of the applicable Initial IMS Term, Allscripts may increase its recurring fees once every 12 months upon 60 days of written notice to Customer. The amount of such increase will not exceed 5 percent. Price increases are effective as of the next annual, quarterly, or monthly payment due date.

SECTION 5: PAYMENT SCHEDULE

5.1 **Technology Services - Infrastructure Management Services ("IMS")**: First year fees are due on the IMS Start Date; remaining annual installments are due on each anniversary of the IMS Start Date.

SUPPLEMENT TO ALLSCRIPTS SUPPORT AGREEMENT

This Supplement is made a part of the then current ALLSCRIPTS Support Agreement by and between ALLSCRIPTS and Customer, or, if applicable, the ALLSCRIPTS Support Section of the then-current Information System Agreement or License Agreement between ALLSCRIPTS and Customer.

Infrastructure Support for SQL Server Database (Microsoft SQL)

HWIMS01018 – Infrastructure Support for SQL Server Database – Silver

HWIMS01019 - Infrastructure Support for SQL Server Database – Bronze

1. General. Infrastructure Support for SQL Server Database (Microsoft SQL) (the "Service") is a fixed-fee service that provides a single point of contact for support of all Microsoft SQL Database issues. The Service is provided for specific servers (or hosts) as indicated in the Schedule of Contracting Systems set forth in the agreement. The features of the Service are offered on a multi-level or tiered basis; each Customer server is supported based on the contracted level of support for that server. The following levels are available for the Service:

   1.1. Bronze
   1.2. Silver

2. Service Features. Infrastructure Support contracting includes a variety of services for covered Microsoft SQL Database server(s), offered on a graduated coverage scale of Bronze and Silver. The paragraphs below delineate the included ALLSCRIPTS responsibilities. Bronze features are listed first, followed by Silver Level features. Silver features include all Bronze components.

	Bronze Service Features
✓	**Enhanced support (24x7)** Support hours are expanded to 24 hours a day, 7 days a week as part of this agreement. Calls that are determined to be non-critical should be placed during normal business hours but calls that the customer determines to be critical will be handled 24x7.
✓	**Remote access support.** Dial in or log in to systems will be performed on issues that are critical in nature or require examination of the affected area to determine the problem. Basic Support will provide the customer with telephone consultation only.
✓	**Problem ownership and escalation.** Calls placed to support as part of this agreement will include coordination and escalation of issues to the appropriate support group within ALLSCRIPTS if the issue is determined to be outside the area of expertise and responsibility covered by this agreement.
✓	**Vendor call management.** ALLSCRIPTS will coordinate and work with third party vendors on the customer's behalf to resolve issues with products that are covered under this agreement.
✓	**Information access.** As part of this agreement customers will have access to ALLSCRIPTS web based resources, periodic newsletters and email alerts.

Silver Service Features

The Silver level of service includes all the Bronze features and the additional following features:

✓ **Provide System Administration functionality**. ALLSCRIPTS will provide remote system administration. The following system administration duties are included as part of the support:

- Windows Server Event Log Checks
- Install service packs and hotfixes as directed by the application
- Assist in data recovery efforts
- Assist in event scheduling
- Troubleshoot system profiles, policies
- Troubleshoot permissions issues and auditing
- Assist in configuring shared directories, printers, and connections
- Start, stop, and pause any service or remote service
- Create and maintain computer accounts
- Setting tunable parameters as required
- Configure partitions, volumes, and disks

✓ **Application specific features.** Support for ALLSCRIPTS developed scripts and other features unique to Database Support solutions will be provided as part of this agreement including periodic enhancements, patches and documentation. Typical tasks include:

- Device configuration on database levels
- Database expansion and additions
- Database dump verification
- Design and implementation of backup and recovery routines
- Database utilization and performance analysis

✓ **Reporting.** Customers will receive reports as needed, generated by ALLSCRIPTS, that may provide system event statistics including topics such as:

- Case status
- Outstanding Issues
- Notification of error/resolutions detected by monitoring tools
- Disk space utilization
- Memory utilization
- CPU utilization
- Analysis and recommendation of trends to help forecast potential issues

Silver Service Features	
✓	**Reactive Monitoring.** ALLSCRIPTS will use toolkits that provide near real-time information on customer hosts to allow for 24x7 monitoring and problem resolution to critical database errors. Database monitored baseline targets are: • System resource utilization • Database space utilization • System Status • Database Status
✓	**Proactive Monitoring.** ALLSCRIPTS will provide analysis of database information to attempt to resolve issues before they result in critical situations
✓	**System Updates.** ALLSCRIPTS will provide remote operating system update assistance. Silver clients are updated on an "as needed" basis. All system updates are subject to certification by the application provider prior to work being performed. • **Patches** - Patches are not considered OS upgrades and are applied as needed for systems covered at the Silver level. For covered Bronze systems, patches may be applied by ALLSCRIPTS on a for fee basis. • **Firmware Updates –** Firmware updates must be applied by the hardware vendor and are not covered under Infrastructure Support. ALLSCRIPTS will engage the vendor on the customer's behalf for any hardware under contract.
✓	**Proactive Monitoring.** System monitoring to include proactive notification and service of imminent failure conditions, system performance degradation, and other proactive type issues • Extended hardware monitoring that highlights hardware events exposed by the manufacturer's hardware monitoring tools that indicate the possibility of future hardware failures such as CRC memory errors. • Extended system monitoring that flags operating system events that indicate the possibility of negatively impacting the system in the future such as high disk space levels or high CPU utilization. • Hardware failure events based on parameters exposed by manufacturer's hardware monitoring tools. These generally include disk failures, fan failures, NIC failures, etc. • Critical operating system events such as failed services or applications.
✓	**Incident Management.** ALLSCRIPTS will provide the customer a named resource for ownership of each incident for service covered under contract.
✓	**Configuration assistance.** ALLSCRIPTS will provide assistance with system configuration changes and updates as required.
✓	**Site visits.** Site visits requested and scheduled may be used for consulting, knowledge transfers, and OS related work on hosts covered by contract. Travel costs and out of pocket expenses are the responsibility of the customer for these site visits.
✓	**Change Management Participation -** ALLSCRIPTS will participate in the configuration control of the system.

3. Additional Responsibilities of ALLSCRIPTS.

3.1. Coordinate for system access across the ALLSCRIPTS CareBridge Network for Silver services.

4. Additional Responsibilities of Customer. The following table defines customer responsibilities according to the contracted level of support.

Service	Customer Responsibility
Bronze Only	**Provide System Administration functionality**. Customer is responsible for providing all system administration duties (except when covered by Silver support). Issues relating to user management and account creation beyond training examples are the sole responsibility of the customer regardless of support level.
Bronze & Silver	**Provide single point of contact for escalation**. Customer will provide product and platform knowledgeable resource to work with ALLSCRIPTS resources to resolve issues.
Bronze & Silver	**Maintain hardware and software release currency**. Customer will keep systems included in this agreement up to ALLSCRIPTS supported configurations including OS releases/patches and OS supported hardware. Customer is also responsible for applying new releases of third party and ALLSCRIPTS software as directed by support, unless otherwise covered under Silver services.
Bronze & Silver	**Maintain telecommunications capability access**. Silver level support requires connectivity via ALLSCRIPTS's CareBridge (*formally known as the Value Added Network or VAN*).
Bronze & Silver	**Allow system access to ALLSCRIPTS and Third Party support personnel.** Customer will provide appropriate access to systems including hardware, operating system, network and application software.
Bronze & Silver	**Current hardware and software licensing and maintenance not covered by this agreement.** Customer is required to maintain valid maintenance agreements for equipment and software covered under this agreement.
Bronze & Silver	**Maintain appropriate diagnostic and management tools.** Customer is responsible for maintaining tools that will allow for performance and troubleshooting analysis of the system.
Bronze & Silver	**Responsible for all data, including backup and recovery.** Customer is responsible for maintaining up-to-date backups of all covered systems.
Bronze & Silver	**Maintain education level and certification.** Customer is required to provide and maintain qualified personnel or equivalent.

Service	Customer Responsibility
Bronze & Silver	**Change Management.** Customer is responsible for managing changes to the environment that affects services or products being provided. Any changes to software or hardware that could affect the performance of solutions included in this agreement should be communicated with ALLSCRIPTS.

5. Additional Equipment. The Service may include, at the discretion of ALLSCRIPTS, deployment of system monitoring software and equipment to Customer's site. This software and equipment is subject to the provisions of the Equipment paragraph in the agreement.

6. Support Procedures. Customer may call the Support Center to open a support case or enter the case via the ALLSCRIPTS web-based support application. Detailed procedures for obtaining support and fulfillment of ALLSCRIPTS obligations under the agreement will be provided via a separate letter.

SUPPLEMENT TO ALLSCRIPTSSUPPORT AGREEMENT

This Supplement is made a part of the then current ALLSCRIPTS Support Agreement by and between ALLSCRIPTS and Customer, or, if applicable, the ALLSCRIPTS Support Section of the then-current Information System Agreement or License Agreement between ALLSCRIPTS and Customer.

Infrastructure Support for Windows (Microsoft)

HWIMS01024 - Infrastructure Support for Windows – Sliver

HWIMS01025 - Infrastructure Support for Windows - Bronze

1. General. Infrastructure Support for Windows (the "Service") is a fixed-fee service that provides a single point of contact for support of all Microsoft Operating System issues. The Service is provided for specific servers (or hosts) as indicated in the Schedule of Contracting Systems set forth in the agreement. The features of the Service are offered on a multi-level or tiered basis; each Customer server is supported based on the contracted level of support for that server. The following levels are available for the Service:

   1.1. Bronze
   1.2. Sliver

2. Services Features. The table below indicates the features of this service according too the contracted level of support.

	Bronze Service Features
✓	**Enhanced support (24x7)** Support hours are expanded to 24 hours a day, 7 days a week as part of this agreement. Calls that are determined to be non-critical should be placed during normal business hours but calls that the customer determines to be critical will be handled 24x7.
✓	**Remote access support.** Log in to systems will be performed on issues that are critical in nature or require examination of the affected area to determine the problem. Basic Support will provide the customer with telephone consultation only.
✓	**Problem ownership and escalation.** Calls placed to support as part of this agreement will include coordination and escalation of issues to the appropriate support group within ALLSCRIPTS if the issue is determined to be outside the area of expertise and responsibility covered by this agreement.
✓	**Vendor call management.** ALLSCRIPTS will coordinate and work with third party vendors on the customer's behalf to resolve issues with products that are covered under this agreement.
✓	**Information access.** As part of this agreement customers will have access to ALLSCRIPTS web based resources, periodic newsletters and email alerts.
✓	**Application specific features.** ALLSCRIPTS will evaluate and assist with application specific functions, as approved by the application provider and Infrastructure Support.

Sliver Service Features

The Sliver level of service includes all the Bronze features as well as the additional following features:

✓ **Provide System Administration functionality**. ALLSCRIPTS will provide remote system administration. The following system administration duties are included as part of the support:

- Windows Server Event Log Checks
- Install service packs and hotfixes as directed by the application
- Assist in data recovery efforts
- Assist in event scheduling
- Troubleshoot system profiles, policies
- Troubleshoot permissions issues and auditing
- Assist in configuring shared directories, printers, and connections
- Start, stop, and pause any service or remote service
- Create and maintain local server accounts
- Setting tunable parameters as required
- Configure partitions, volumes, and disks

✓ **Reporting.** Customers will receive reports as needed, generated by ALLSCRIPTS, that may provide system event statistics including topics such as:

- Case status
- Outstanding Issues
- Notification of error/resolutions detected by monitoring tools
- Disk space utilization
- Memory utilization
- CPU utilization
- Analysis and recommendation of trends to help forecast potential issues

✓ **System Updates.** ALLSCRIPTS will provide remote operating system update assistance. Silver clients are updated on an "as needed" basis. All system updates are subject to certification by the application provider prior to work being performed.

- **Patches** - Patches are not considered OS upgrades and are applied as needed for systems covered at the Silver level. For covered Bronze systems, patches may be applied by ALLSCRIPTS on a for fee basis.
- **Firmware Updates –** Firmware updates must be applied by the hardware vendor and are not covered under Infrastructure Support. ALLSCRIPTS will engage the vendor on the customer's behalf for any hardware under contract.

✓ **Proactive Monitoring.** System monitoring to include proactive notification and service of imminent failure conditions, system performance degradation, and other proactive type issues

- Extended hardware monitoring that highlights hardware events exposed by the manufacturer's hardware monitoring tools that indicate the possibility of future hardware failures such as CRC memory errors.
- Extended system monitoring that flags operating system events that indicate the possibility of negatively impacting the system in the future such as high disk space levels or high CPU utilization.
- Hardware failure events based on parameters exposed by manufacturer's hardware monitoring tools. These generally include disk failures, fan failures, NIC failures, etc.
- Critical operating system events such as failed services or applications.

✓ **Incident Management.** ALLSCRIPTS will provide the customer a named resource for ownership of each incident for service covered under contract.

✓ **Configuration assistance.** ALLSCRIPTS will provide assistance with system configuration changes and updates as required.

	Sliver Service Features
✓	**Site visits.** Site visits requested and scheduled may be used for consulting, knowledge transfers, and OS related work on hosts covered by contract. Travel costs and out of pocket expenses are the responsibility of the customer for these site visits.
✓	**Change Management** • **Participation**. ALLSCRIPTS will participate in the configuration control of the system

Additional Responsibilities of ALLSCRIPTS.

2.1. Coordinate for system access across the ALLSCRIPTS CareBridge Network for Sliver services.

2.2. Install any software (either ALLSCRIPTS developed or third party) used for monitoring or management as part of the Service on Customer's system.

3. Additional Responsibilities of Customer.

The following table defines customer responsibilities according to the contracted level of support.

Service	Customer Responsibility
Bronze Only	**Provide System Administration functionality**. Customer is responsible for providing all system administration duties (except when covered by Sliver support). Issues relating to user management and account creation beyond training examples are the sole responsibility of the customer regardless of support level.
Bronze and Sliver	**Provide single point of contact for escalation**. Customer will provide product and platform knowledgeable resource to work with ALLSCRIPTS resources to resolve issues.
Bronze and Sliver	**Maintain hardware and software release currency**. Customer will keep systems included in this agreement up to ALLSCRIPTS supported configurations including OS releases/patches and OS supported hardware. Customer is also responsible for applying new releases of third party and ALLSCRIPTS software as directed by support, unless otherwise covered under Sliver services.
Bronze and Sliver	**Maintain telecommunications capability access**. Support requires connectivity via ALLSCRIPTS's Carebridge (formally known as the VAN). Carebridge connectivity is required as primary access under Sliver support contracts.
Bronze and Sliver	**Allow system access to ALLSCRIPTS and Third Party support personnel.** Customer will provide appropriate access to systems including hardware, operating system, network and application software.
Bronze and Sliver	**Current hardware and software licensing and maintenance not covered by this agreement.** Customer is required to maintain valid maintenance agreements for equipment and software covered under this agreement.

Service	Customer Responsibility
Bronze and Sliver	**Maintain appropriate diagnostic and management tools.** Customer is responsible for maintaining tools that will allow for performance and troubleshooting analysis of the system.
Bronze and Sliver	**Responsible for all data, including backup and recovery.** Customer is responsible for maintaining up-to-date backups of all covered systems.
Bronze and Sliver	**Maintain education level and certification.** Customer is required to provide and maintain qualified personnel.
Bronze and Sliver	**Change Management.** Customer is responsible for managing changes to the environment that affects services or products being provided. Any changes to software or hardware that could affect the performance of solutions included in this agreement should be communicated with ALLSCRIPTS.

4. Additional Equipment. The Service may include, at the discretion of ALLSCRIPTS, deployment of system monitoring software and equipment to Customer's site. This software and equipment is subject to the provisions of the Equipment paragraph in the agreement.

5. Support Procedures. Customer may call the ALLSCRIPTS Support Center to open a support case or enter the case via the ALLSCRIPTS web-based support application. Detailed procedures for obtaining support and fulfillment of ALLSCRIPTS obligations under the agreement will be provided via a separate letter.

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) None Apply						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Allscripts Healthcare LLC		
(Include d.b.a., if applicable)			
Street Address:	222 W. Merchandise Mart	**Website:**	www.allscripts.com
City, State and Zip Code:	Chicago IL 60654	**POC Name:**	Louise S. Pearson
		Email:	louise.pearson@allscripts.com
Telephone No:	847-710-1537	**Fax No:**	N/A
Nevada Local Street Address: (If different from above)	not applicable	**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:**	
		Email:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Allscripts Healthcare LLC is a wholly owned subsidiary of Allscripts Healthcare Solutions Inc, a publically traded company		

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

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.

Louise S. Pearson — Signature

Louise S. Pearson — Print Name

VP Compliance — Title

16 Sept 2020 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Business Associate Agreement

This Business Associate Agreement (hereinafter referred to as "Agreement") is made and entered by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "UMC"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and the **Business Associate** that has executed this Agreement whose name and address are set forth below (hereinafter referred to as "Business Associate").

WHEREAS, UMC is a "covered entity" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. Parts 160 and Part 164 (hereinafter referred to as "HIPAA");

WHEREAS, UMC and Business Associate have entered into a business relationship (hereinafter referred to as the "Underlying Agreement") whereby Business Associate provides services to UMC;

WHEREAS, the Underlying Agreement establishes the terms of the relationship between UMC and the Business Associate;

WHEREAS, in furtherance of the Underlying Agreement, UMC discloses to Business Associate certain Protected Health Information (hereinafter referred to as "PHI") and Electronic Protected Health Information (hereinafter referred to as "EPHI"; PHI and EPHI all as defined at 45 CFR 160.103) that is subject to protection under HIPAA;

WHEREAS, Business Associate is defined in HIPAA as a "business associate" because it is a recipient of PHI from UMC;

WHEREAS, pursuant to HIPAA, all business associates of covered entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI; and

WHEREAS, the purpose of this Agreement is to comply with the requirements of HIPAA, including, but not limited to, the business associate contract requirements found at 45 C.F.R § 164.504(e) and 45 C.F.R. § 164.314(a).

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

1. Definitions. Unless otherwise provided in this Agreement, the terms used herein have the same meanings as set forth in HIPAA.

2. Scope of Use and Disclosure by Business Associate of Protected Health Information.

   A. Business Associate shall be permitted to use and disclose PHI that is disclosed to it by UMC as necessary to perform its obligations under the Underlying Agreement in

accordance with Business Associate's established policies, procedures and requirements, provided that such use or disclosure of PHI would not violate HIPAA if done by UMC or the minimum necessary policies and procedures of UMC.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may:

(a) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate;

(b) Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate; provided however, that the disclosures are required by law or Business Associate has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(c) Aggregate the PHI with that of other covered entities for the purpose of providing UMC with data analyses relating to the Health Care Operations of covered entity. Business Associate may not disclose the PHI of one covered entity to another covered entity without the written authorization of the covered entities involved;

(d) To report violations of law to appropriate Federal and State authorities; and

(e) De-identify any and all PHI created or received by Business Associate under this Agreement; provided that the de-identification conforms to the requirements of the Privacy Rule.

3. Obligations of Business Associate. In connection with its use and disclosure of PHI, Business Associate agrees that it will:

A. Use or further disclose PHI only as permitted or required by this Agreement or as required by law;

B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

C. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement;

D. Report to UMC any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

E. Establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of UMC;

F. Follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information ("the Security Rule", published at 45 CFR Parts 160 – 164);

G. Require contractors or agents to whom Business Associate provides PHI or EPHI to agree to the same restrictions and conditions that apply to Business Associate pursuant to this Agreement including, but not limited to, paragraph 3(E) above;

H. Report to UMC any security incident of which Business Associate becomes aware. For purposes of this agreement, a "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations;

I. In the event that the PHI in Business Associate's possession constitutes a Designated Record Set, within ten (10) days of receiving a written request from UMC, provide to UMC, or an individual designated by UMC, access to PHI that is not in the possession of UMC;

J. In the event that the PHI in Business Associate's possession constitutes a Designated Record Set, within fifteen (15) days of receiving a written request from UMC incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule;

K. Make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining UMC's compliance with the Privacy Rule, subject to any applicable legal privileges;

L. To document such disclosures of PHI and information related to such disclosures as would be required for UMC to respond to a request by an Individual for an accounting of disclosures of PHI;

M. Within fifteen (15) days of receiving a request from UMC, make available the information necessary for UMC to make an accounting of disclosures of PHI about an individual; and

N. Not make any disclosure of PHI that UMC would be prohibited from making or violate UMC's minimum necessary policies and procedures.

4. Obligations of UMC. UMC agrees that it:

A. Will promptly notify Business Associate of any limitations(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

B. Will promptly notify Business Associate in writing of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI;

C. Will promptly notify Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by UMC to the extent that such restrictions may affect Business Associate's use or disclosure of PHI;

D. Except if the Business Associate will use or disclose PHI for data aggregation or management and administrative activities of Business Associate, will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by UMC.

5. Term and Termination.

A. Term. This Agreement shall be effective on the date of execution by Business Associate and continue in effect until all of the PHI and EPHI provided by UMC to Business Associate, or created or received by Business Associate on behalf of UMC, is destroyed or returned to UMC, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of Paragraph 5(E).

B. Termination for Cause. Upon UMC's knowledge of a material breach by Business Associate, UMC shall either:

(a) Provide Business Associate with notice of the existence of a material breach or violation and afford Business Associate thirty (30) days to cure the material breach or end the violation and immediately thereafter terminate this Agreement in the event Business Associate fails to cure the breach or to end the violation to the satisfaction of UMC within said thirty (30) day period;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, UMC shall report the violation to the Secretary of the Department of Health and Human Services or his designee.

C. Automatic Termination. This Agreement will automatically terminate upon the

termination or expiration of the Underlying Agreement.

D. Effect on Underlying Agreement. Termination of this Agreement will result in termination of the Underlying Agreement.

E. Obligations of Business Associate upon Termination.

(a) Return or Destruction. Upon the termination or non-renewal of this Agreement, for any reason, Business Associate agrees to return or destroy all PHI and EPHI in its possession pursuant to the Privacy Rule, if it is feasible to do so. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) Non-Return or Destruction. If it is not feasible for Business Associate to return or destroy the PHI upon the termination or non-renewal of the Agreement, Business Associate will notify UMC in writing. This notification will include:

i. A statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and

ii. The specific reasons for its determination.

(c) Manner of Retaining Information. If the information is not returned or destroyed upon termination or non-renewal of the Agreement, Business Associate agrees to extend indefinitely any and all protections, limitations and restrictions contained in this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible.

(d) Information Possessed by a Subcontractor. Upon the termination or non-renewal of this Agreement, for any reason, Business Associate must require Subcontractor to return or destroy all PHI in its possession pursuant to the Privacy Rule, if it is feasible to do so. Subcontractor shall retain no copies of the PHI. If it is not feasible, Business Associate must provide an explanation to UMC and require its subcontractor(s) and/or agent(s) to agree to extend indefinitely any and all protections, limitations and restrictions contained in this Agreement to such PHI in the possession of the subcontractor and/or agent and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible.

6. Regulatory References. A reference in this Agreement to the Privacy Rule means the Privacy Rule then in effect. A reference in this Agreement to the Security Rule means the Security Rule then in effect.

7. Amendment. Business Associate and UMC agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UMC to comply with the requirements of the Privacy Rule and HIPAA.

8. Survival. The obligations of Business Associate under section 5(E) of this Agreement shall survive any termination of this Agreement.

9. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits UMC and Business Associate to comply with HIPAA.

11. Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

12. Effect of Agreement. This Agreement supplements and is made a part of the Underlying Agreement between Business Associate and UMC. Except to the extent inconsistent with this Agreement, the Underlying Agreement shall remain in full force and effect.

UMC

By: Kathy Silver
Kathy Silver
Chief Executive Officer

7/10/08
(Date)

Allscripts, LLC
(Organization Name)

By: [signature]
(Signature)
Brian Vanbeuberg
(Printed Name)
SVP & General Counsel
(Title)
222 Merchandise Mart Plaza
(Street)
Chicago, IL 60654
(City, State, Zip)
6/30/08
(Date)

MEPERIA, LLC
STATEMENT OF WORK
FOR ITEM FILE CLEANSE SERVICES

This Statement of Work ("SOW" or "Agreement") is entered into by Meperia, LLC**,** located at 223 N Guadalupe St., #705, Santa Fe, NM 87501 ("MEPERIA" or "Supplier") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes located at 1800 W Charleston Blvd, Las Vegas, NV 89102 ("UMC" or "Client") effective as of the date of signature below. Client and Supplier are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

Acceptance of the Statement of Work

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work. By signing below, Client hereby acknowledges and agrees to the work required as documented herein, and to the payment of the fees required herein.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	MEPERIA, LLC
SIGNATURE	SIGNATURE
MASON VANHOUWELING	**TOM FRITH**
PRINTED NAME	PRINTED NAME
CEO	**EXECUTIVE VICE PRESIDENT**
TITLE	TITLE
DATE	DATE

General Terms

1. Terms

The term of this Agreement will commence on the Effective Date and will continue in effect until the earlier of: (a) the completion of the engaged services or; (b) for one (1) year. Client may terminate this Agreement in whole or in part at any time, without liability or penalty, with 90 days' prior written notice. Client shall pay to Supplier all undisputed fees and expenses due to Supplier from the Effective Date of the Agreement through the effective date of termination. Supplier will not be obligated to refund Client in whole, or on a pro-rated basis, for fees and expenses paid prior to the effective date of termination.

2. Solution Pricing

University Medical Center of Southern Nevada agrees to pricing as listed in the Fees and Invoicing section of this Agreement.

3. Indemnification

Intentionally deleted.

4. Announcements

Neither party to this Agreement shall make any public announcement or release any information or make any statement to any third party regarding this Agreement without the prior written consent of the other party.

5. Amendments

Any amendments or modification of this Agreement must be made in writing and signed by the parties.

6. Governing Law/Venue

a. **Choice of Law**. Nevada law shall govern the interpretation and enforcement of the Agreement.

b.**Venue/Arbitration**. At the option of either Party, Supplier and Client agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedures for the resolution of any such dispute. The commencement and any resolution reached as a result of any dispute resolution under this Section shall be considered confidential and privileged information.

i. Alternative Dispute Resolution. A party shall send written notice to the other party of any dispute. The parties will attempt to settle any dispute arising from this Agreement through consultation and negotiation in good faith and in a spirt of mutual cooperation. In the event that such dispute is not resolved on an informal basis within twenty (20) days after one party delivers the dispute

notice to the other party, either party may, by written notice to the other party, initiate mediation. The parties shall thereafter submit the dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The mediation session shall last for at least one full mediation day before any party has the option to withdraw from the process. The parties agree to share equally the costs of mediation. Any dispute that the parties cannot resolve through mediation within sixty (60) days of the date of the initial demand for mediation by one of the parties will be submitted to binding arbitration, in accordance with Section 6(b)(ii).

ii. Arbitration. Any dispute not resolved through negotiation or mediation in accordance with paragraph 6(b)(i) shall be resolved, upon the written demand by either party, by final and binding arbitration. The parties will choose, by mutual agreement, one neutral arbitrator to hear the dispute. If the parties cannot agree on the selection of the arbitrator within thirty (30) days after a demand for arbitration has been served, each party shall individually select one arbitrator, and the two arbitrators shall mutually agree upon one neutral arbitrator to hear the dispute. The arbitrator shall control the scheduling so as to process the matter expeditiously. The award will be made promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, from the date of transmittal of the final statements and proofs to the arbitrator. If the arbitrator fails to reach a decision within thirty (30) days, the arbitrator will be discharged, and a new arbitrator will be appointed in the same manner, and the process will be repeated until a decision is finally reached. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator may award costs and/or attorneys' fees to the prevailing party. Notwithstanding anything to the contrary, Supplier may file an application for injunction or other equitable relief in any court of competent jurisdiction to restrain the actual or threatened breach or infringement of Supplier's intellectual property.

c. **Exclusive Remedy**. The parties agree that the process and procedures specified in this Section shall be the **SOLE AND EXCLUSIVE REMEDY** in any such dispute which arises out of or relates to this Agreement. Except where prohibited by law, Supplier and Client understand and agree that by signing this agreement, **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL OR TO LITIGATE IN STATE OR FEDERAL COURT, TO PURSUE ADJUDICATION BY AN ADMINISTRATIVE AGENCY, OR TO UTILIZE ANY OTHER MEANS OTHER THAN THE DISPUTE RESOLUTION PROCEDURES CONDUCTED IN THE MANNER EXPLAINED ABOVE.**

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

8. PUBLIC RECORDS: Supplier acknowledges that UMC 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 UMC receives a demand for the disclosure of any information related to the Agreement which Supplier has claimed to be confidential and proprietary, UMC will immediately notify Supplier of such demand and Supplier shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for protective order. Supplier shall indemnify, defend and hold harmless UMC from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Supplier documents in UMC's custody and control in which Supplier claims to be confidential and proprietary and as to which Supplier seeks a protective order or other injunctive relief.

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

10. Definitions:
    GTIN: Global Trade Item Number, is a globally unique number used to identify trade items, products or services.

    UOM: Unit of Measure, is a standard system of units by means of which a quantity is accounted for.

    MFR: Manufacturer.

    FDA: Food and Drug Administration.

    The Matrix: Meperia's supplier-verified and maintained catalog including direct supplier validation.

    HIBC: Health Industry Barcode Standard

    POH: Purchase Order History

Service Statement

MEPERIA has structured an approach that we believe best satisfies both the time and budgetary constraints of our clients, while at the same time maintains alignment with their strategic initiatives. Below is an outline of MEPERIA's cleansing approach:

Master File Enrichment & Standardization – A comprehensive enrichment and standardization of Client's item and vendor files included in project.

Item File

- Reconciliation of item master. Meperia will deliver a legend with statistics of individual item usage to assist the customer in identifying items for inactivation in the item master.
- Vendor and Manufacturer Part number validation against The Matrix®, a supplier-verified and maintained catalog including direct supplier validation, as required.
- Normalized (attributed) product description in support of enriched reporting, improved product searching and more effective product sourcing.
- GTIN at the UOM, where available. Meperia uses the North American standard as the default, however, where multiple GTIN's are present, we will deliver all available. Additionally, if the MFR uses HIBC in lieu of GTIN, that code will be delivered
- Duplicate product identification.
- FDA product recall: any item on an active FDA recall at the TIME of the match will be tied to the recall and indicated as such in the file. The item may fall off the recall list-it is based on the timing of the items.

Vendor File Normalization

- Recommendation of normalized industry standard vendor and manufacture names.

United Nations Standard Products and Services Code ("UNSPSC") Categorization

- Hierarchical classification of supplies by segment, family, class, and commodity.
- Improved criteria for reporting to identify opportunities for cost savings.

Health Care Financing Administration Common Procedure Coding System ("HCPCS") Level II Coding

- Assignment of Level II HCPCS codes to services, products and supplies not included in Current Procedural Terminology ("CPT") codes for the purpose of effective reimbursement by insurers.
- American Hospital Association certified Revenue Codes where appropriate. This is to be used in conjunction with the Level II HCPCS code

- **Price Variance**
- Provide a one-time report of items purchased during the last 12 months with a price variance.

Service Detail and Responsibilities

The following sections detail MEPERIA and Client responsibilities for delivering each component of the overall MEPERIA Solution.

Item Master File Development
Brief: MEPERIA will create a cleansed Item Master file, using our master database to provide cleansed content. At the conclusion, the master file product content will contain a normalized product description and catalog numbers. As well as identification of potential duplicates.

Scope: All records matching to the Meperia database will be fully populated, cleansed, and coded to product taxonomy.

Processes and Specifications:

- ***Data Collection & Validation***
  Item Master and Purchase Order History (or receipts) data needs to be extracted from the Client system. Meperia will provide scripts for the customer to pull the data from the ERP. MEPERIA will validate and consolidate the data files to form the basis of the cleansed item master file.

- ***Purchase Order History Reconciliation***
  PO History file(s) will be reconciled against available item files to gather the most complete and accurate set of products for inclusion in the new item master file. This process will have the following results
  a. Anything purchased twice in the last 12 months will be considered for inclusion in the item master cleanse.
  b. Any POH item not matching the criteria will not be considered for cleanse UNLESS the item automatically matches to the database. If a match exists, then the item will be returned.

- ***Applicable/Nonapplicable e File Development***
  In addition to identifying excluded products on the basis of order history, MEPERIA will also conduct additional exclude analysis to identify products that will not qualify for cleansing on the basis of insufficient attributes, select regional/local vendors, custom goods and services, and select key words (e.g. “do not use”, “tax”, etc.). For example, custom packs will not be normalized. Additionally, Food, Pharma, Capital, Purchased Services are not considered part of this project.

- ***Data Cleansing & Consolidation***
  Using MEPERIA’s proprietary product master database, The Matrix®, built from manufacturer catalogs, MEPERIA will compare Client’s item data against the The Matrix® database to return possible matches. Using sophisticated match logic and artificial intelligence, MEPERIA’s comparison of product information will return and augment the original item file with the following attributes:
  a. Vendor name / vendor catalog number
  b. Manufacturer name / manufacturer catalog number
  c. Enriched, standardized product description, 255 characters. Optimized by noun/type
     - GTIN or HIBC where applicable.
     - FDA product recall indicator

- ***Description Enrichment and Standardization***
  - MEPERIA’s Content Team will utilize a proprietary data cleansing tool and process to identify all attributes necessary to effectively describe the physical properties and characteristics of a product.

- All attributes are not filled out for every single item. Since description length is typically limited in materials management information systems, MEPERIA endeavors to populate all of the most relevant attributes that allow any member of a provider organization to effectively source the product.
- MEPERIA will mark any unidentifiable items with the code of "NIF" to represent Not Enough Information to process the item.
- Guaranteeing all product descriptions are unique is NOT part of this SOW. Special measures can be taken but specific requirements regarding item description duplication should be defined prior to executing this SOW.

Deliverables:

- ***Final Cleansed Item File*** – Final file that contains validated product information, UNSPSC categorization and product attribution.

Vendor Master File Normalization

Brief: MEPERIA will provide an enriched, standardized purchase Vendor Master File. The specification will include identifying duplicate vendors and identifying a parent-child hierarchical relationship.

Scope: All vendors with items included in the cleansing project will go through the full enrichment and standardization process.

Processes and Specifications:

- ***Data Collection & Validation***
  Vendor files will be collected from the Client system and validated by MEPERIA to ensure data elements meet required expectations. Then they will be mapped and loaded into MEPERIA's system for processing.
- ***Vendor Analysis***
  MEPERIA will evaluate vendors in the existing procurement file against historical purchase activity to identify those vendors whose products are actively being sourced and should therefore be prioritized for cleansing.

Deliverables:

- ***Final Cleansed Vendor File*** – Final vendor file that contains the normalized vendor or MFR name. ***/MFR Reports*** – Duplicate vendors are identified by the vendor name and hospital vendor name.

Professional Services Approach

This section describes in detail MEPERIA's approach to the distinct streams of work that will be required for completion of this project. MEPERIA is prepared to:

- Provide Client with web-based learning on the file lay out, and recommended approach to review and acceptance of Meperia data.

  All members of the services team are Six Sigma Yellow Belt Certified and will provide guidance to the customer team on the interpretation of the results. Additionally, industry best practices will be reviewed and provided. A written guide will also be provided to the customer.

MEPERIA has a partnership with a web conferencing vendor, who offers online meetings and web conferencing.

Client / Customer Responsibilities

MEPERIA utilizes a structured project management approach and recommends a similar approach for University Medical Center. Clear definition of roles and responsibilities is an essential part of every Content project.

Role	Weekly Hours	Responsibilities
Project Sponsor	1-2 hours	• Provides overall project direction • Provides the final approval for project goals, objectives, deliverables, budget, timeline • Ensures the link between the project and overall organizational strategy • Guides in the resolution of issues and escalations • Participates in the approval of any change requests that impact materially on the project timeline, deliverables, finances, and resources
Project Lead	2 hours	• Provides leadership for the content review team, and overall direction for customer resources. • Participates in the change control process and working jointly with the Meperia project manager to prioritize and manage any change requests, issues or escalations
Product Content Review Staff	4-8 hours	• Provide review of product data to ensure the quality of the deliverables. Example: reviews the final deliverable • This team normally includes supply chain master data management staff
Technical Liaison	2-4hours (total project)	• Provides systems knowledge and technical expertise • Utilizes the IDL (initial data load) scripts to extract Meperia required data • Serves as the link into the technical resources within the Customer organization •

Timeline

High-level timelines are presented below to give Client / Customer an estimate of the actual project timeline. The proposed timeline would be based upon a mutually agreed upon start date.

HIGH-LEVEL PROJECT ACTIVITY	TARGET START DATE	TARGET END DATE
Signed Contract	Week 0	Week 0
Establish Project Start Date	Week 1	Week 1
Create Project Plan based on SOW	Week 1	Week 2
Deliver Final Files	Week 16	Week 16

Assumptions

Initial Data Cleansing

- Single Acute Care Facility.
- Single Item Master Feed.

- Single Vendor Master Feed.
- Single Purchase Order History Feed.
- Records not having a vendor name and/or part number will be returned to the customer as having “insufficient information” for matching. Customer will assume responsibility for researching and populating information for these products should they desire attribution and classification for the specific items.
- Resources from Client will be responsible for extracting data and uploading data from legacy MMIS and validating its correctness.
- Non-acute care facilities are out of scope and not included in the proposal.
- Food and pharmaceutical products are out of scope, unless otherwise determined.
- Final files to be delivered in Excel database.
- Data formatting necessary to support and achieve customer-specific business rules (e.g., inventory location builds, creating fixed width files, padding descriptions, UOM, etc.) will remain Client’s responsibility.

Scope

Changes in scope of the services dictated by Client and changing conditions of law or schedule delays or other events beyond MEPERIA’s reasonable control may require contract price and/or date of performance revisions to be agreed upon by both parties. In the event that performance on the part of either party is delayed or suspended as a result of circumstances beyond its reasonable control, and without its fault or negligence, then the period of performance and term of this Agreement shall be extended to the extent of any such delay and neither party shall incur any liability to the other party as a result of such delay or suspension. However, the party whose performance is delayed shall notify the other party in writing of such delay and minimize its effect. In the event that the delay or suspension continues for more than ninety (90) days following notice, the other Party may terminate this Agreement immediately upon written notice to such Party.

Miscellaneous
The project is deemed completed when all services and deliverables have been provided by Client to MEPERIA. MEPERIA will request Client sign the Project Completion Sign-off form (see Appendix) within 14 days of final file delivery.

Fees and Invoicing

INVOICE SCHEDULE			
Invoicing Information			
Account Name	University Medical Center of Southern Nevada		
Invoice / AP Contact	Accounts Payable Attn:		
Mailing Address	1800 W Charleston Blvd Las Vegas, NV 89102		
General Information			
Effective Date	**October 1, 2020**	**# of MMIS**	**1**
Term Length	**One-Time Engagement**	**# of Item Masters**	**1**

MEPERIA Invoicing

MEPERIA Product/Service	Amount	Payment Terms
Item Cleansing Services	**$36,800**	**25% at Signing** **75% at Project Completion**
Total Project	**$36,800**	

Business and Travel Expenses

- Business expenses include travel, administrative, and other out-of-pocket expenses that are above and beyond the labor estimates for a standard integration.
- This project may include or require additional expenses associated with onsite visits or travel by a MEPERIA representative to the Client's or Customer's work site.
- If business expenses and travel are deemed necessary by MEPERIA, then the Client will be billed for actual, reasonable expenses incurred per UMC's Travel Reimbursement Policy provided to Supplier.

Client Project Completion Form

PLEASE DO NOT SIGN THIS SECTION UNTIL THE COMPLETION OF YOUR PROJECT. DOING SO ACKNOWLEDGES ALL MEPERIA RESPONSIBILITIES HAVE BEEN MET AND FEES DUE.

Customer: University Medical Center of Southern Nevada

Meperia Services Project: Item File Cleanse

SOW Effective Date: _____

Date Form Submitted to Customer: _____

Date of Final File Submitted to Customer: _____

By signing below, Client's representative hereby acknowledges the completion of, and acceptance of, the Project and Services associated with the above referenced SOW. It further acknowledges all responsibilities by MEPERIA to the Client have been met.

University Medical Center of Southern Nevada

_____
SIGNATURE

_____
PRINTED FULL NAME

_____
TITLE

_____
DATE

COMMENTS *(PLEASE INCLUDE COMMENTS BELOW)*

_____

_____

_____

_____

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:	Meperia, LLC	
(Include d.b.a., if applicable)		
Street Address:	223 N Guadalupe St., #705	Website: www.meperia.com
City, State and Zip Code:	Santa Fe, NM 87501	POC Name: Lance Green Email: lgreen@meperia.com
Telephone No:	251-545-0391	Fax No:
Nevada Local Street Address: (If different from above)		Website:
City, State and Zip Code:		Local Fax No:
Local Telephone No:		Local POC Name: Email:

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

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

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

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

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

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

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

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

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

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

Lance Green

Signature

Lance Green

Print Name

Vice President of Sales

Title

September 11, 2020

Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

* 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

QUOTE CONFIRMATION

DEAR RICK AKER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

ACCOUNT MANAGER NOTES:

The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNRW722	7/31/2020	NUTANIX MICROSOFT LICENSES	1808271	$196,753.94

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SQL SRV ENT CORE LIC/SA Mfg. Part#: 7JQ-00341-1-SLG Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	16	2860584	[redacted]	[redacted]
MS EA WINSVRDCCORE ALNG LICSAPK MVL Mfg. Part#: 9EA-00271-1-SLG Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	2	4791107	[redacted]	[redacted]

PURCHASER BILLING INFO

Billing Address:
UNIVERSITY MEDICAL CENTER OF SO NV
ACCOUNTS PAYABLE
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329
Phone: (702) 383-2000
Payment Terms: Net 60-verbal

DELIVER TO

Shipping Address:
UNIVERSITY MEDICAL CENTER OF SO NV
RICK AKER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329
Phone: (702) 383-2000
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$196,753.94
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$196,753.94

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Tom Saenz II | (877) 898-8449 | tomsaenz@cdw.com

NX-8170 Option 1 Proposal

Prepared For:	UNIVERSITY MEDICAL CENTER OF SO NV	**Submitted By:**	Jeff Honn
Customer #:	1808271		Solution Architect
Attention:	Rick Aker	**Phone:**	847.968.9970
Project:	Nutanix With HPE Pricing	**E-Mail:**	jeffhon@cdw.com
Date:	9/17/2020	**Quote #:**	XQ-22325

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	2	NX-8170-G7-6244-CM	NX-8170-G7, 1 Node with Intel Xeon Processor 6244	[redacted]	[redacted]
	48	C-MEM-32GB-2933-A-CM	32GB Memory Module (2933MHz DDR4 RDIMM)		
	2	C-SSD-NONE-CM	No SSD as part of the system configuration	$0.00	$0.00
	16	C-NVM-1.92TB-C0-A-CM	1.92TB NVMe SSD with 2.5" Drive Carrier	[redacted]	[redacted]
	2	C-NIC-10GSFP2-A-CM	10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)		
			Hardware Total:		[redacted]
Software	1	SW-AOS-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 3YR	[redacted]	[redacted]
	32	L-CORES-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 CPU core for 3YR	$0.00	$0.00
	28	L-FLASHTIB-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 TiB of flash for 3YR	$0.00	$0.00
			Software Total:		[redacted]
Support	2	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	[redacted]	[redacted]
	36	SUPPORT-TERM	Support Term in Months	$0.00	$0.00
	60	FLEX-CST-CR	Nutanix Services Pre-Paid Credit Units DELIVERY: Via Nutanix Services PRICING	[redacted]	[redacted]
			Support Total:		[redacted]

Extended Sell

Solution Total:	**$93,021.73**

Pricing expires 30 calendar days from date on Proposal

Prepared By: Jeff Honn (Solution Architect)
Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
Applicable Taxes and Shipping not shown.

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	CDW Government LLC	
(Include d.b.a., if applicable)		
Street Address:	230 N Milwaukee Ave	**Website:** CDWG.com
City, State and Zip Code:	Vernon Hills, IL, 60061	**POC Name:** Corrina Hoekwater **Email:** corhoek@cdwg.com
Telephone No:	(847) 465-6000	**Fax No:** (847) 419-6200
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)
Please see attached list of officers.		

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 | Pam Janutolo (Print Name)

Manager, Proposals (Title) | 11/29/2019 (Date)

DISCLOSURE OF RELATIONSHIP

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

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☐ 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

CDW Corporate Structure including International Entities
as of 3/4/2019

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		**CIKNo. 0001498446**		
FEIN: 36-4230110	**IL File No. 02909235**	**DUNS # 02-615-7235**	**NAICS #454113**	
BOARD OF MANAGERS				
Christine A. Leahy		1/1/2019		
Robert F. Kirby		7/2/2018		
Christina V. Rother				
BOARD ELECTED OFFICERS				
Christine A. Leahy	Chief Executive Officer	1/1/2019		
Robert F. Kirby	President	8/29/2018		
Christina V. Rother	Senior Vice President - Integrated Technology Solutions	12/19/2018		
Collin B. Kebo	Senior Vice President and Chief Financial Officer	1/1/2018		
Neil B. Fairfield	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

September 14th, 2020

Jesse Ramirez
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Distribution, IT Products & Services.

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Distribution, IT Products & Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Distribution, IT Products & Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution, IT Products & Services category. A contract was executed with CDW and Insight Direct USA in January of 2019. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD 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
September 23, 2020

Agenda Item #
13