Audit and Finance Committee Meeting

Wednesday, April 20, 2022 2:00 pm

ProVidence Suite - Trauma Building 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
April 20, 2022 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:

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

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

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of March 23, 2022. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Review and recommend for approval by the Governing Board the Amendment Number Eight to Participating Provider Agreement with Silversummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

5. Review and recommend for approval by the Governing Board the Professional Services Agreement for Pediatric Neurology On-Call Coverage with Pokroy Medical Group of Nevada, Ltd.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

6. Review and recommend for approval by the Governing Board the Amendment Two to Agreement for Locum Tenens Coverage with Staff Care, Inc.; or take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Amendment Four to Agreement for Consulting Services with United Audit Systems, Inc. d/b/a UASI for coding and auditing services; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board Amendment 14 with 3M Health Information Systems, Inc. for the MModal voice recognition system; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the First Amendment to RFP No. 2017-09 Service Agreement for Linen Management and Distribution Services with Emerald Textile Services, Utah, LLC; or take action as deemed appropriate. *(For possible action)*

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

12. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Amendment to the Lease Agreement with Schnitzer Valley View, LLC for rentable warehouse space; or take action as deemed appropriate. *(For possible action)*

13. Receive the monthly financial report for March FY22; and direct staff accordingly. *(For possible action)*

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

15. Receive and review the Proposed Final FY 2023 Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

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
March 23, 2022

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

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:05 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen
Dr. Donald Mackay
Jeff Ellis (via WebEx)
Christian Haase (via WebEx)
Harry Hagerty (via WebEx)

Absent:
Mary Lynn Palenik (Excused)
Barbara Frasier (Ex-Officio) (Excused)

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Kurt Houser, Chief Human Resources Officer
Lia Allen, Assistant General Counsel – Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on February 16, 2022. *(For possible action)*

FINAL ACTION:

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

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

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

SECTION 2. BUSINESS ITEMS

At this time, the Committee tabled Items 4 and 5 to be considered later during the meeting.

ITEM NO. 6 Review and recommend for approval by the Governing Board the Hospital Agreement with Alignment Health Plan of Nevada, Inc., for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hospital Agreement

DISCUSSION:
This agreement is to allow Medicare Advantage health plan network members access to hospital services. This is a 2-year term agreement with a 90-day out clause.

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

ITEM NO. 7 Review and recommend for ratification by the Governing Board the Retinopathy of Prematurity Agreement with Bruce E. Snyder, M.D.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Retinopathy of Prematurity Agreement

DISCUSSION:
This is a request for ratification for an agreement entered into on March 8, 2022 for the provider to provide on-call retinopathy of prematurity screenings and services to newborns at the NICU 7 days a week. This is a 3-year agreement with two 1-year extension options and a 90-day out clause.

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

ITEM NO. 8 **Review and recommend for approval by the Governing Board the First Amendment to the Product Supply Agreement with Praxair Distribution, Inc.; authorize the Chief Executive Officer to execute future amendments or extensions within his delegation of authority; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- First Amendment to Product Supply Agreement
- Disclosure of Ownership

DISCUSSION:
This amendment will increase the funding of the agreement based on current and projected utilization over the next 2 years.

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

ITEM NO. 9 **Review and recommend for approval by the Governing Board the Amendment No. 3 to Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area with Clark County, Nevada to renew Ryan White Part A services; authorize the Chief Executive Officer to accept any additional partial awards of grant funds to UMCSN; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Amendment Three

DISCUSSION:
This amendment extends the expiration of the agreement for six months, to September 22, 2022, and will provide additional time for the grant awards to be determined by Clark County.

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

ITEM NO. 10 **Review and recommend for approval by the Governing Board the Provider Agreement with Board of Regents on behalf of the College of Southern Nevada for dental services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension/renewal option; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Provider Agreement
- Wellness Fee Schedule
- Disclosure of Ownership

DISCUSSION:
This request is to approve a new agreement for dental services. The compensation will continue pursuant to the established fee schedule with a not to exceed amount. The term is for 3-years, with an option to renew for two 1-year periods and includes a 30-day out clause.

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Third Amendment to Agreement with Shannon Kane-Saenz for Data Engineering Consultation; authorize the Chief Executive Officer to execute amendments or extension options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Third Amendment to Data Engineering Consultation Agreement
- Disclosure of Ownership

DISCUSSION:
This vendor provides UMC with critical specialized data engineering services to support Kaufman Hall and Epic platforms, among other services. This amendment is to increase funding and extend the expiration date to June 30, 2023. The amendment comes with a 30-day out clause.

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Service Agreement with American Sign Language Communication for language interpretation services; authorize the Chief Executive Officer to exercise amendments or extension options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Agreement or Interpretation Services
- Disclosure of Ownership

DISCUSSION:
This vendor provides language interpretation and translation services onsite and remotely. The term is for 5-years with a 15-day out clause. They provide remote, video and over the phone translation services. Ms. Allen noted that they are now a vendor under UMC's GPO.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the Amendment One to Professional Service Agreement for Architectural Design of UMC's exterior campus façade with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment One

DISCUSSION:
Friedmutter and Associates provides architectural designs for UMC's façade project. This amendment seeks to extend the agreement term for 3-years, increase funding and add architectural duties.

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

ITEM NO. 14 Review and recommend for approval by the Governing Board the Services Agreement with EV&A Architects for Architectural Design and Engineering Services to support UMC's Trauma Feasibility Study Project; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Services Agreement
- Disclosure of Ownership

DISCUSSION:
This is a new services agreement which will allow the vendor to perform a trauma feasibility study for the existing Trauma Building to determine if more patient care areas and access can be added. The services will include field investigation, architecture, structural, mechanical, electrical and plumbing support renderings.

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

ITEM NO. 15 Review and recommend for award by the Governing Board the Bid No. 2021-07 South Tower and Round Wing Cast Iron Piping Replacement to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Bid 2021-07 Bid Document
- Bid 2021-07 Letter of Award
- Disclosure of Ownership

DISCUSSION:
This is a capital project. This is a recommendation of award to Monument Construction. The term of the agreement is 24 weeks from the date of the Notice to Proceed. UMC may terminate at any time for convenience upon written notice.

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

ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Third Amendment to Lease Agreement

DISCUSSION:
This amendment will extend the term of the lease for 1-year.
FINAL ACTION TAKEN:
A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 17 Review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the First Amendment to the Lease Agreement with METEJEMEI, LLC for rentable space for the UMC Quick Care and Primary Care at 5860 Losee Road; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- First Amendment
- Disclosure of Ownership

DISCUSSION:
This is an amendment to UMC's lease for the Aliante Quick Care and Primary Care location. The amendment needed to be executed immediately to enable the property landlord's general contractor to secure materials needed to begin construction, as costs for those materials are increasing. It is a ratification due

to the need to order supplies for immediate construction improvements to this property.

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

ITEM NO. 18 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Two to Amended and Restated Professional Services Agreement for Anesthesiology Clinical Services with Robert B. McBeath, M.D., PC d/b/a OptumCare Anesthesia; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment Two to Provider Agreement

DISCUSSION:
This is amendment seeks to extend the term of the agreement for 1-year, through March 31, 2023, and add additional funding. UMC is currently negotiating a new agreement and new terms.

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

At this time, the committee returned to discuss Items 4 and 5.

ITEM NO. 4 Receive the monthly financial reports for February FY22; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- February FY22 Financials

DISCUSSION:
Jennifer Wakem, Chief Financial Officer, presented the financials for February FY22.

Ms. Wakem summarized the key indicators for February are consistent with what has been reported in recent months. It was noted that admissions for February were below budget approximately 5%. AADC continues to be high at 668. Length of stay sits at 8.15 days; action plans are in place to pull this number down. She noted that the increased length of stay can be attributed to the staffing shortage challenges throughout the community.
Acuity remains high. Overall hospital CMI was 2.03 and Medicare CMI was 2.07.
Inpatient surgeries were above budget almost 6%. Outpatient surgeries were down slightly.
ER visits were 1% above budget.

The ED to admit conversion rate was 21%.
Quick cares were down almost 17%; Primary cares are down 5%.

Length of stay for the month trended more than 8 days, which was a record high. Outpatient surgeries were at 468.
Chair Caspersen asked if there are industry statistics on length of stay. Ms. Wakem responded that it is typically at 5 days for a teaching hospital.

Payor mix trended on inpatient, compared to the 12-month average Medicaid was up 2.25%. In the ED, Medicare is up just over 2%. Inpatient surgeries showed commercial down 3.5% and Medicaid was up 3.5%. Outpatient surgeries showed Medicaid was up 3%.

The summary income statement for February shows net patient revenue above budget approximately $11.1 million. Other revenue was flat with budget. Total net revenue was above budget $11.6 million. Operating expenses were over budget $13.4million.
Income from ops adding depreciation and amortization landed at a loss of $1.8 million for the month.

February year to date income statement showed positive earnings of $16.3 million. Next, she briefly reviewed the trended income statement.

Salary, wages and benefits are over budget $8.9 million. The overage in salaries was driven by the nursing incentives due to nursing shortage. Staff is currently reviewing plans to reduce premium labor costs and overtime. The addition of nurses to the resource float pool will assist in reducing overtime and contract labor. Kurt Houser, CHRO added that staff is being added as quickly as possible and he provided statistics on the current recruiting opportunities. Effective February 22nd, the nursing incentive pay was discontinued.

Other expenses showed supply costs were high. Purchase services were over budget $1 million. An informational slide on COVID expenses was shown.

Key financial indicators shows profitability, labor statistics, and liquidity were in the red. Days cash on hand has dropped slightly. Net days in AR is at 75 days. Candidate for bill was green at 5.6 days. Cash collections and point of service collections were in the green.

The capital plan for FY22 was reviewed. A breakdown of the capital spend for FY22, FY21 and FY20 was also shown.

Ms. Wakem provided a review of the cash flow statement for February, which highlighted the cash received from patients and payors.

Lastly, the balance sheet was reviewed.

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

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Federal Funding –
- HRSA will no longer accept claims for uninsured COVID patients as of March 22, 2022. This is for anyone tested for COVID-19.
- Funding will stop on April 5, 2022 for COVID vaccines.

Provider Relief Funding –
- UMC is waiting to see what the criteria will be to receive any of the remaining federal funding.

Medicare Sequestration –
- The moratorium is set to end on April 1, 2022. The 2% cut will be restored July 1st. This has been factored into the FY23 budget.

ITEM NO. 19 Review and receive feedback on the tentative FY 2023 Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. (*For possible action)*

DOCUMENTS SUBMITTED:
- Tentative FY2023 Budget

DISCUSSION:
Ms. Wakem presented the FY 2023 budget.

Chair Caspersen asked Ms. Wakem for a high level overview of what went into creating the budget.

FY 2023 revenue assumptions were detailed. High impact strategies with length of stay, expense management, revenue enhancement, which includes managed care rate increases, were discussed. A summary of the FY2023 Sacred Six Budget Initiative was provided. Ms. Wakem noted that COVID impacts were normalized and Federal Supplemental Payment assumptions were built into the budget separately by program.

Ms. Wakem explained that AADC was pulled down to 562 and ALOS was dropped by 20% which is close to pre-pandemic averages.

Chair Caspersen asked what the primary reason why we would not go all the way back to pre-COVID averages.

Mr. Marinello responded that it is due to a change in culture, but it will take some time to get back to 2019 statistics.

Ms. Wakem continued by explaining the following net revenue normalization items that are anticipated not to repeat items:

- HRSA uninsured funding ($10.6M)
- Halting of COVID testing ($3.5M)
- Sequestration ($3M)
- Medicare 20% DRG ($2.5M)
- Revenue is expected go down due to volumes, as well as acuity.

She made the point that net revenue per APD is $3,648, which is an 11% increase in net revenue per APD. Supplemental payments are projected to be flat with FY22. Admissions are going up 2.5%.

The Committee continued by discussing the Sacred Six budget initiatives and the high impact of the Sacred Six on volumes and how it affects hospital revenue. There was a lengthy discussion on the action items associated with each of the service lines and the revenue related to each of them.

Member Hagerty would like to receive a review of the revenue and costs associated with the service lines from the hospital committees.

Ms. Wakem suggested that the budget summary could be given to the hospital committees and they could report back the on the budget vs. actual performance. Chair Caspersen added that this is something could be reported to the Committee quarterly.

Member Ellis asked why net revenue is so much lower than the overall net revenue.

Ms. Wakem added that the Federal Supplemental payments are not included in the bottom line. There was continued discussion regarding the accrual of supplemental payments and when the payments are actually received. The Committee would like to see the margins forecasted as close to accurate as possible.

Member Hagerty commented that we have a forecast of revenue declining and expenses increasing, and if the same trends continue for the next five years, we have a very serious problem. If there was a forecast for 5-years down to a granular level, we could see future impacts. The discussion continued regarding this subject matter and strategic steps moving forward with regard to the Sacred Six.

Chair Caspersen suggested that staff could separately budget the Federal Supplemental payments.

Next, the Committee moved on to discuss the income statement summary with a breakdown of the FY23 budget, FY22 projection, variance and percentages, as well as the FY21 and FY19 actuals for visual comparison. Expenses are projected to go down and salaries are projected to go down. Ms. Wakem provided a summary of what influenced the decrease in SWB.

Lastly, the capital plan for the FY23 service year was provided, with a breakdown of money that has already been allocated for certain projects. A discussion ensued on a more proactive approach on the capital spend plan.

The Committee was reminded of the timeline that the budget is due to the County.

Chair Caspersen asked Ms. Wakem to look at the numbers again and the efficiencies. She also requested that the Committee have more time to review the budget prior to the next meeting and alert the Committee of the changes made to the slide deck.

SECTION 3: EMERGING ISSUES

ITEM NO. 20 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

None

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

COMMENTS BY THE GENERAL PUBLIC:
SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:50 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

Agreements with a P&L Impact

Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
5	NRS 332.115.1(b)	No	Pokroy Medical Group of Nevada, Ltd.	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $912,500	None	None	Pediatrics	Provide pediatric neurology on-call services for UMC's inpatients and outpatients, including Emergency and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff.
6	NRS 332.115.1(b)	No	Staff Care, Inc.	Amendment	No	1 Year	30 days w/o cause	Base Agreement NTE $300,000 Amendment 1 $0 Amendment 2 NTE $1,200,000 Cumulative Total NTE $1,500,000	None	Increase NTE $900,000 one time (NTE $300,000 previously allocated)	Various	Amendment 2 to extend the Term for one (1) year through April 28, 2023 and add funds in the total NTE amount of $1,200,000 during the extension period.
7	NRS 450.525	Yes	SCA Pharmaceuticals, LLC	New Contract	No	Five Years	90 days w/o cause	$1,125,000	None	None	Pharamacy	This request is to enter into a new Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC for pharmacy products listed in Exhibit 1 of the Agreement. This Agreement is being entered into pursuant to HPG contract HPG-51953.
8	NRS 332.115.1(b)	No	United Audit Systems,Inc.	Amendment	Yes	4 Years, with One (1)-Year Option	10 days w/o cause	Base Agreement NTE $95,000 Previous Amendments NTE $4,655,00 Amendment 4 NTE $3,500,000 Cumulative Total NTE $8,250,000	None	Increase $3,500,000	Health Information Management (HIM)	Amendment 4 provides additional funding to provide interim manager, remote coding, CDI staffing, and extension of auditors.
9	NRS 332.115.1(h)	No	3M Health Information Systems	Amendment	No	Three Years	Budget Act and Fiscal Fund Out	Base Agreement and Amendments $3,382,960.22 Amendment 14 $1,397,134.99 Cumulative Total $4,780,095.21	None	$1,397,134.99	Information Technology	Amendment 14 is being entered pursuant to UMC's current Software License and Service Agreement with 3M (the "3M SLA") to extend UMC's license of the 3M – M*Modal Fluency Direct transcription software solution for a period of three years
10	RFP 2017-09	No	Emerald Textiles Service Agreement	Amendment	Yes	5 Years with two 1-year renewal options	90 days w/o cause	Base Agreement $9,920,000 Amendment 1 $5,060,000 Aggregate $14,960,000	None	$5060000 increase over the term	EVS	Request for increase in cost of services due to materials and labor costs
11	RFP 2018-01	No	Compass Group USA, Inc.	Amendment	Yes	5 Years with one 2-year renewal option	90 days w/o cause	Base Agreement NTE $21,028,000 Amendment 1 $11,524,333.31 Amendment 2 $4,,166,666.67 Cumulative: $36,718,999.98	None	Increase $1,000,000 / Yr	Food Services	Second Amendment to revise the annual Not to Exceed amount to $5,800,000 to support increased inflationary costs.
12	NRS 332.112.2	No	Schnitzer Valley View, LLC	Amendment	No	Three Years	Budget Act and Fiscal Fund Out	Base Agreement $192,000.00 Amendment 1 $193/620.00 Amendment 2 $770,818.61 Cumulative: $1,156,438.61	None	$770,818.61	Central Supply	Second Amendment to extend the lease Term for three (3) years through July 31, , 2023 and add $770,818.61 in funding to support the extension.

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
4	332.115(1)(f) - Insurance	No	SilverSummit Healthplan, Inc.	Amendment	No	2 Years	90 days without cause prior to anniversary period	Based on volume	Managed Care	Amendment 8 extends the term of the Provider Agreement by two (2) years through 6/30/2024.

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

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

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Number Eight to Participating Provider Agreement with Silversummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 8 – extended two (2) years through 6/30/2024
Amount: Amendment 8 – revenue based on volume
Out Clause: 90 days w/o cause prior to any anniversary period

BACKGROUND:

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members healthcare access to the hospital and its associated Urgent Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services. Amendment 4, effective July 1, 2020, extended the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022. Amendments 5 and 6, effective January 1, 2021, added a Medicare Plan and a rate increase to the PPO Commercial-Exchange Plan, respectively. Amendment 7, effective May 1. 2020 added the MCO Directed Payment language into the Agreement from the State and County agreements.

This Amendment 8 requests to extend for two (2) years from July 1, 2022 and ending June 30, 2024.

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

Cleared for Agenda
April 20, 2022

Agenda Item #

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

AMENDMENT NUMBER EIGHT
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Eight ("Amendment") is entered into as of July 1, 2022 (the, "Amendment Effective Date") by and between **SilverSummit Healthplan, Inc.** ("Health Plan") and **University Medical Center of Southern Nevada** ("Provider"), collectively referred to hereinafter as "Parties".

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

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

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

1. Article VII – Term and Termination, Section 7.1 is hereby amended to extend the termination date for two (2) years from July 1, 2022 and ending June 30, 2024.

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

IN WITNESS WHREROF, the parties hereto caused this amendment to be duly executed.

PROVIDER:	**HEALTHPLAN:**
University Medical Center of Southern Nevada	**SilverSummit Healthplan, Inc.**
Authorized Signature_____	Authorized Signature_____
Print Name: Mason Van Houweling	Print Name: _____
Title: Chief Executive Officer	Title: _____
Signature Date: _____	Signature Date: _____
TID#: 88-6000436	ECM#: _____
State Medicaid Number: 1202877	
National Provider Identifier: 154839127	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 98

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

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

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

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

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

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

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

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

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

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

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

Signature — Eric Schmacker

Print Name — ERIC RAND SCHMACKER

President/CEO — Title

7/1/2020 — Date

REVISED 7/25/2014

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

Issue:	**Professional Services Agreement (Pediatric Neurologists) 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 Professional Services Agreement for Pediatric Neurology On-Call Coverage with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000612000
Funded Pgm/Grant: N/A
Description: Pediatric Neurology On-Call Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 5/1/2022 to 4/30/2025 with two, 1-year options
Amount: $500 per day for on-call services; NTE $182,500 per year or NTE $912,500 potential aggregate for five (5) years
Out Clause: 90 days w/o cause

BACKGROUND:

Since May 2017, UMC has had an agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada ("Provider") (previously called S&G Halthore, PC) to provide pediatric neurology on-call services ("Services").

This request is to enter into a new Professional Services Agreement for Group Physician On-Call Coverage with Provider to continue to provide the Services. Provider will provide 24/7 consultative, emergency and on-call pediatric neurology services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

Cleared for Agenda
April 20, 2022

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UMC will compensate Provider $500 per day or a NTE total of $182,500 per year from May 1, 2022 through April 30, 2025, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 90-day written notice to the other.

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

Provider currently holds a Clark County business license.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 27th day of April 2022, 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**, a professional corporation with its principal place of business at 1010 West La Veta Avenue, Suite 575, Orange, California 92868 (hereinafter referred to as "Provider");

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

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as neurologist;

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

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

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

I. DEFINITIONS

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

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

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to pediatric neurology services.

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

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

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

1.6 On-Call Services. Emergency and on-call pediatric neurology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the pediatric neurology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

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

2.2 Medical Staff Appointment.

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

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

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

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;

ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Advanced Practice Professionals as applicable), represents and warrants that he or she:

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

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within five (5) business days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of five (5) business days.

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

2.6 Industrial Insurance.

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

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

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

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

2.9 Maintenance of Records.

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

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

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created

or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

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

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

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

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees, agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

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

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

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

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

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Hospital shall permit Provider to install computer terminals and establish an HC7-ADT data feed and other appropriate connections, at Provider's sole expense, so that data can be electronically transferred in support of its business and clinical obligations. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community.

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

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

a. To use its commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;

b. Hospital and Provider agree to cooperate and communicate with each other in the claim preparation and submission process to avoid inadvertent duplication by ensuring that neither party bills for any items or services that has been or will be appropriately billed by the other party as an item or service provided; and

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

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider $500.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $182,500.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

5.2 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on May 1, 2022, and subject to Section 7.5, shall remain in effect through April 30, 2025 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2)

additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within five (5) business days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

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

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

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

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

6.3 Termination For Cause.

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

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

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

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. Professional misconduct by any of Provider's Member Physicians or Advanced Practice Professionals as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder wherein such Member Physician or Advanced Practice Professional is not timely removed by Provider;

ii. Conduct by any of Provider's Member Physicians or Advanced Practice Professionals which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, Provider shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

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

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

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

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

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

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

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

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

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

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

VII. MISCELLANEOUS

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

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

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

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

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

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

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

In addition, Provider acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to this Agreement which Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Provider documents in Hospital's custody and control in which Provider claims to be confidential

and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

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

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

7.10 False Claims Act.

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

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

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

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

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

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

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

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

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

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

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery, and directed to the appropriate party as follows:

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

To Provider: Pediatrix Medical Group of Nevada
Attn: Regional President
1010 West La Veta Avenue, Suite 575
Orange, CA 92868
email: LegalNotice@pediatrix.com

with a copy to: Pediatrix Medical Group of Nevada
Attn: General Counsel
1301 Concord Terrace
Sunrise, Florida 33323
email: LegalNotice@pediatrix.com

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

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

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

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

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

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

a. Professional Services Agreement (Pediatric Neurology) dated May 1, 2017, as assigned and amended.

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

Provider:
Pokroy Medical Group of Nevada, Ltd.
d/b/a Pediatrix Medical Group of Nevada

By:_____
Nanette Sanders
Authorized Signatory

Hospital:
University Medical Center
of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Pediatric Neurology On-Call and Clinical Services in accordance with the following requirements:

I. On-Call Services:

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

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the pediatric neurologist on-call and the appropriately designated individual who completed the Medical Screening Examination, and provided that the pediatric neurologist on-call agrees that this is a reasonable request.

II. Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department patients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department patients and adult Trauma Department patients.

d. Oversee and supervise the overall pediatric neurology program and perform all administrative, departmental, supervisory and educational functions related to the operation of the pediatric neurology program, and as required from time-to-time by Hospital's CEO, or his/her designee.

e. Actively participate in Utilization Management (UM) Committee and related initiatives.

f. Provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

III. Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

IV. Member Physicians:

Srivinas Halthore
Mei Jiang

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

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

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

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

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

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

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

g. Provider shall perform appropriate clinical documentation.

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

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

all applicable policies and/or procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

x. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for pediatric neurology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

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

Nevada State False Claims Act

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

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

- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

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

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

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

Issue:	**Amendment Two to Agreement for Locum Tenens Coverage with Staff Care, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Two to Agreement for Locum Tenens Coverage with Staff Care, Inc.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: Various Funded Pgm/Grant: N/A
Description: Locum Tenens Physician Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 2 – extend for one (1) year from 4/29/2022 to 4/28/2023
Amount: Amendment 2 – additional NTE $1,200,000 for this one (1) year extension (NTE $1,000,000 for locum tenens services and NTE $200,000 for travel and housing expenses)
Out Clause: 30 days w/o cause

BACKGROUND:

On April 29, 2020, the Governing Board approved the Agreement for Locum Tenens Coverage ("Agreement") with Staff Care to provide locum physicians in critical need areas of the hospital. At times, this service may be used to solicit and fill a full-time UMC employee position. The NTE cost of this Agreement is $300,000 per year. The initial Term was from April 29, 2020 through April 28, 2021 with the option to extend for one (1) year periods unless terminated with a 30-day written notice. Amendment One, effective July 28, 2021, extended the Term for one (1) year through April 28, 2022.

This Amendment Two requests to extend the Term for one (1) year through April 28, 2023 and add funds in the total NTE amount of $1,200,000 during the extension period.

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

Staff is working with Staff Care to obtain a Clark County vendor registration.

Cleared for Agenda
April 20, 2022

Agenda Item #
6

AMENDMENT TWO TO AGREEMENT FOR LOCUM TENENS COVERAGE

This Amendment Two ("Amendment") is made and entered into as of this 27th day of April, 2022, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**CLIENT**") and STAFF CARE, INC. and its subsidiaries and affiliates ("**AGENCY**").

RECITALS:

WHEREAS, CLIENT and AGENCY entered into an Agreement for Locum Tenens Coverage dated April 29, 2020 (hereinafter referred to as "Agreement") to provide physician staffing services;

WHEREAS, on July 28, 2021, the parties entered into Amendment One extending the Term of the Agreement through April 28, 2022; and

WHEREAS, CLIENT and AGENCY desire to amend the Agreement with this Amendment.

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

1. Sections B(2) and B(5), the Fees for this Amendment is hereby amended to NTE $1,200,000 total during this one (1) year extension (NTE $1,000,000 for locum tenens coverage services and NTE $200,000 for travel and housing reimbursements).

2. Section C(3), Term & Termination, CLIENT and AGENCY mutually agree to exercise the annual renewal option to reflect a new termination date of April 28, 2023.

3. 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 emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. 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, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment.

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

CLIENT:	AGENCY:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	STAFF CARE, INC.
By:_____	By: DocuSigned by: Von Mikeworth B67D1E8B04DE475...
Mason Van Houweling	Von Mikeworth
Chief Executive Officer	Sr. Manager, Account Management

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:	Staff Care, Inc.	
(Include d.b.a., if applicable)		
Street Address:	8840 Cypress Waters Blvd. Ste. 300	Website: www.staffcare.com
City, State and Zip Code:	Dallas, TX 75019	POC Name: Von Mikeworth Email: Von.Mikeworth@staffcare.com
Telephone No:	(469) 524-1473 ext. 7222	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? 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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Jenna Hill
Signature

Jenna Hill
Print Name

RAP Specialist
Title

4/6/2020
Date

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

Issue:	**Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: Pharmaceutical Supply Agreement
CBE: NRS 450.525 Membership in a hospital purchasing group
Term: Five (5) years from the last date of signature
Amount: $1,125,000.00
Out Clause: Termination for convenience with 90 days' written notice.

BACKGROUND:

This request is to enter into a new Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC for pharmacy products listed in Exhibit 1 of the Agreement.

This Agreement is being entered into pursuant to HPG contract HPG-51953. HPG is a Group Purchasing Organization of which UMCSN is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Pharmacy Services has reviewed and recommends approval of this Agreement.

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

SCA Pharmaceuticals is not required to have a Clark County business license.

Cleared for Agenda
April 20, 2022

Agenda Item #
7

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
PHARMACEUTICAL SUPPLY AGREEMENT

This Pharmaceutical Supply Agreement (the **"Agreement**"), is entered into and made effective as of the last date of signature below (the "**Effective Date**") by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with offices located at 1800 W. Charleston Blvd. Las Vegas, NV 89102 ("**HOSPITAL**") and SCA Pharmaceuticals, LLC ("**COMPANY**") with offices located at 1901 Kellett Road, Little Rock AR, 72206. This Agreement will set forth the terms and conditions upon with HOSPITAL will purchase pharmaceutical products from COMPANY. HOSPITAL and COMPANY are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

Terms and Conditions

1. **TERM.** Unless terminated earlier pursuant to this Section 1 of the Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a term of five (5) years (the "**Term**"). Either party may terminate this Agreement in whole or in part at any time, without liability or penalty, with 90 days' prior written notice. HOSPITAL shall pay to COMPANY all undisputed fees and expenses due to COMPANY from the Effective Date of the Agreement through the effective date of termination; however, the Parties agree that total payments made to COMPANY as part of this Agreement will not exceed $ $1,125,000.00 over the Term. Payment of invoices will be made within thirty (30) calendar days from the date of invoice.
2. **PRODUCTS AND PRICING.** COMPANY hereby agrees to provide "Products" at the Prices as set forth in **Exhibit 1**, which HOSPITAL may, from time to time, purchase from COMPANY. Each order of Products by Customer is subject to this Agreement (including, without limitation, all exhibits and attachments to this Agreement). To the extent the terms of any documentation related to the purchase of Products pursuant to this Agreement conflict or are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail over such inconsistent or conflicting terms. Annual price increases will be capped by Product at ten (10%) percent. The Parties acknowledge and agree that market conditions may change or fluctuate and/or the suppliers of pharmaceuticals, solutions or raw materials used for compounding increase its prices to Vendor for those items during the Term of the Agreement, and as a result the Parties agree that Vendor reserves the right to adjust prices for the Services and Products set forth as necessary at any time during the Term, which shall be thirty (30) days following written notification.
3. **SHIPPING AND RISK OF LOSS**. COMPANY shall arrange for shipment of each unit of Product to HOSPITAL's shipping address by common carrier at mutually agreed times. HOSPITAL shall not pay any additional cost or expense for shipping or transporting the Products; provided, however, if HOSPITAL requests COMPANY to deliver any Product via special or expedited delivery, or via refrigerated delivery, then COMPANY shall invoice HOSPITAL for the actual cost incurred by COMPANY for such delivery. Title and risk of loss for the Products shall pass to HOSPITAL upon acceptance of delivery of the Products at HOSPITAL's shipping address.
4. **RETURN POLICY**. Products may only be returned if there is an error, concern or recall.
5. **WARRANTIES**. COMPANY represents and warrants to HOSPITAL as follows: (a) the Products comply with the descriptions and representations made or provided by COMPANY to HOSPITAL; (b) the Products are free from defect in material and workmanship under normal use and operation; (c) the Products conform to samples, drawings, performance capabilities, characteristics, specifications, functions and other descriptions and standards made or provided by COMPANY to HOSPITAL; (d) the Products are not part of any pre- or post market clinical or other research and do not contain or constitute any adulterated or misbranded, medical device or drug within the meaning of the United States Food, Drug, and Cosmetic Act (231 U.S.C. § 301 *et seq.*), or any regulations promulgated thereunder (as such statute and regulations may be amended from time to time), if applicable; (e) the Products are not restricted or prohibited from being introduced, delivered, or shipped in commerce within the United States; (f) the Products provided hereunder are the sole and exclusive property of COMPANY (or COMPANY has the legal right to provide such) and are not subject to any lien, claim, infringement, or encumbrance; (g) the Products shall be provided in a timely and competent manner by qualified professionals; (h) ; (i) throughout the term of this Agreement, the Products shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; (j) (k) COMPANY has or will have obtained all consents, permits, and approvals required to comply with all laws, rules, and regulations applicable to the Products and any documentation; (l) performance of this Agreement does not and will not contravene the provisions of Vendor's charter, bylaws, or any agreement to which Vendor is a party or is bound; and (m) Vendor has the full right and authority to grant to HOSPITAL the right to use the Products under the terms of this Agreement. The provisions of this section shall be in addition to any warranty or service guarantee given by COMPANY or any third party to HOSPITAL or otherwise provided by law or in equity.

6. **BUDGET ACT/FISCAL FUND OUT.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
7. **NOTICES**. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, or return receipt requested, at the addresses listed in this Section 4 of the Agreement.

University Medical Center of Southern Nevada	SCA Pharmaceuticals, LLC:
Attn: Contracts Management	Attn: Commerical Contracting
1800 West Charleston Boulevard	CC: SCA General Counsel
Las Vegas, Nevada 89102	1901 Kellett Road, Little Rock AR, 72206

8. **INDEMNITY.** COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees,

that are caused by the gross negligence or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

9. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada.
10. **PUBLIC RECORDS.** COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
11. **NON-EXCLUDED HEALTHCARE PROVIDER.** The PARTIES represent and warrant 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. The PARTIES represent and warrant 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 PARTY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide, receive and/or administergoods or services under the Agreement.
12. **ENTIRE AGREEMENT**. This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any appendix, exhibit, attachment, or schedule hereto, the terms and conditions of this Agreement shall prevail.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**SCA PHARMACEUTICALS, LLC**
By: _____	By: _____
Name: Mason Van Houweling_____	Name: Michael Kidd_____
Title: CEO_____	Title: SVP_____
Date: _____	Date: _____

EXHIBIT 1

University of Southern Neveda Price File 4/1/2022

Product	NDC	Description 1	HPG Tier
F004006	70004-0040-06	Atropine Sulfate 0.4 mg/mL 2 mL fill 3 mL Syringe (0.8 mg/2 mL)	[redacted]
F010016	70004-0100-16	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 30 mL fill 35 mL Plungerless Syringe (30 mg/30 mL)	[redacted]
F010059	70004-0100-59	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 100 mL Bag (100 mg/100 mL)	[redacted]
F010062	70004-0100-62	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 50 mL Grey CADD Cassette (50 mg/50 mL)	[redacted]
F010063	70004-0100-63	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 100 mL Grey CADD Cassette (100 mg/100 mL)	[redacted]
F010316	70004-0103-16	Morphine Sulfate 5 mg/mL in 0.9% Sodium Chloride 30 mL in 35 mL Plungerless Syringe (150 mg/30 mL)	[redacted]
F011016	70004-0110-16	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 30 mL fill 35 mL Plungerless Syringe (30 mg/30 mL)	[redacted]
F011059	70004-0110-59	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 100 mL Bag (100 mg/100 mL)	[redacted]
F011062	70004-0110-62	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 50 mL Grey CADD Cassette (50 mg/50 mL)	[redacted]
F011063	70004-0110-63	Morphine Sulfate 1 mg/mL in 0.9% Sodium Chloride 100 mL Grey CADD Cassette (100 mg/100 mL)	[redacted]
F020006	70004-0200-06	Fentanyl 50 mcg/mL 2 mL fill 3 mL Syringe (100 mcg/2 mL)	[redacted]
F020016	70004-0200-16	Fentanyl 50 mcg/mL 30 mL fill 35 mL Plungerless Syringe (1,500 mcg/30 mL)	[redacted]
F020017	70004-0200-17	Fentanyl 50 mcg/mL 25 mL fill 30 mL Syringe (1,250 mcg/25 mL)	[redacted]
F020022	70004-0200-22	Fentanyl 50 mcg/mL in 0.9% Sodium Chloride 50 mL fill Syringe (2,500 mcg/50 mL)	[redacted]
F020032	70004-0200-32	Fentanyl 50 mcg/mL 100 mL Bag (5,000 mcg/100 mL)	[redacted]
F020222	70004-0202-22	Fentanyl 10 mcg/mL in 0.9% Sodium Chloride 50 mL fill Syringe (500 mcg/50 mL)	[redacted]
F020232	70004-0202-32	Fentanyl 10 mcg/mL in 0.9% Sodium Chloride 100 mL Bag (1,000 mcg/100 mL)	[redacted]
F020240	70004-0202-40	Fentanyl 10 mcg/mL in 0.9% Sodium Chloride 250 mL Bag (2,500 mcg/250 mL)	[redacted]
F020532	70004-0205-32	Fentanyl 25 mcg/mL in 0.9% Sodium Chloride 100 mL Bag (2,500 mcg/100 mL)	[redacted]
F021130	70004-0211-30	Fentanyl 50 mcg/mL 50 mL Fill Bag (2,500 mcg/50 mL)	[redacted]
F022230	70004-0222-30	Fentanyl 50 mcg/mL 50 mL Fill Bag (2,500 mcg/50 mL)	[redacted]
F022932	70004-0229-32	Fentanyl 10 mcg/mL in 0.9% Sodium Chloride 100 mL Bag (1,000 mcg/100 mL)	[redacted]
F022940	70004-0229-40	Fentanyl 10 mcg/mL in 0.9% Sodium Chloride 250 mL Bag (2,500 mcg/250 mL)	[redacted]
F023122	70004-0231-22	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 50 mL fill Syringe	[redacted]
F023132	70004-0231-32	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 100 mL Bag	[redacted]
F023140	70004-0231-40	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F023164	70004-0231-64	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 100 mL Yellow CADD Cassette	[redacted]
F024440	70004-0244-40	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.0625% in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F025164	70004-0251-64	Fentanyl 5 mcg/mL + Bupivacaine HCl 0.075% in 0.9% Sodium Chloride 100 mL Yellow CADD	[redacted]
F025340	70004-0253-40	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.1% in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F025440	70004-0254-40	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F026032	70004-0260-32	Fentanyl 2 mcg/mL and Ropivacaine HCl 0.2% in 0.9% Sodium Chloride 100 mL Bag	[redacted]
F026422	70004-0264-22	Fentanyl 2 mcg/mL + Ropivacaine 0.1% PF in 0.9% Sodium Chloride 50 mL Fill Syringe	[redacted]
F027122	70004-0271-22	Fentanyl 2 mcg/mL and Bupivacaine HCl 0.125% in 0.9% Sodium Chloride 50 mL fill Syringe	[redacted]
F028032	70004-0280-32	Fentanyl 2 mcg/mL and Ropivacaine HCl 0.2% in 0.9% Sodium Chloride 100 mL Bag	[redacted]
F028964	70004-0289-64	Fentanyl 5 mcg/mL + Bupivacaine HCl 0.04% in 0.9% Sodium Chloride 100 mL Yellow CADD	[redacted]
F030016	70004-0300-16	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 30 mL fill 35 mL Plungerless Syr (6 mg/30 mL)	[redacted]
F030018	70004-0300-18	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 30 mL Syringe (6 mg/30 mL)	[redacted]
F030022	70004-0300-22	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 50 mL fill Syringe (10 mg/50 mL)	[redacted]
F030030	70004-0300-30	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 50 mL Bag (10 mg/50 mL)	[redacted]
F030055	70004-0300-55	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 100 mL Bag (20 mg/100 mL)	[redacted]
F030062	70004-0300-62	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 50 mL Grey CADD Cassette (10 mg/50 mL)	[redacted]
F030063	70004-0300-63	Hydromorphone HCl 0.2 mg/mL in 0.9% Sodium Chloride 100 mL Grey CADD Cassette (20 mg/100 mL)	[redacted]
F030316	70004-0303-16	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 30 mL fill 35 mL Plungerless Syringe (30 mg/30 mL)	[redacted]
F030317	70004-0303-17	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 25 mL fill 30 mL Syringe (25 mg/25 mL)	[redacted]
F030321	70004-0303-21	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 30 mL fill Syringe (30 mg/30 mL)	[redacted]
F030330	70004-0303-30	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 50 mL Bag (50 mg/50 mL)	[redacted]
F030362	70004-0303-62	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 50 mL Grey CADD Cassette (50 mg/50 mL)	[redacted]
F030363	70004-0303-63	Hydromorphone HCl 1 mg/mL in 0.9% Sodium Chloride 100 mL Grey CADD Cassette (100 mg/100 mL)	[redacted]
F038005	70004-0380-05	Methadone HCl 10 mg/mL 1 mL fill 3 mL Syringe (10 mg/1 mL)	[redacted]
F041156	70004-0411-56	Midazolam HCl 1 mg/mL in 0.9% Sodium Chloride 50 mL Bag (50 mg/50 mL)	[redacted]
F041159	70004-0411-59	Midazolam HCl 1 mg/mL in 0.9% Sodium Chloride 100 mL Bag (100 mg/100 mL)	[redacted]
F043009	70004-0430-09	Ketamine 10 mg/mL in 0.9% Sodium Chloride 5 mL fill 6 mL Syringe (50 mg/5 mL)	[redacted]

F043012	70004-0430-12	Ketamine 10 mg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (100 mg/10 mL)	[redacted]
F043305	70004-0433-05	Ketamine 50 mg/mL 1 mL fill 3 mL Syringe (50 mg/1 mL)	[redacted]
F054135	70004-0541-35	Diltiazem HCl 125 mg in 0.9% Sodium Chloride 125 mL Bag	[redacted]
F060409	70004-0604-09	Ephedrine Sulfate 5 mg/mL in 0.9% Sodium Chloride 5 mL fill 6 mL Syringe (25 mg/5 mL)	[redacted]
F060409-K	70004-0604-09	Ephedrine Sulfate 5 mg/mL in 0.9% Sodium Chloride 5 mL fill 6 mL Syringe (25 mg/5 mL) (Kit Check)	[redacted]
F060412	70004-0604-12	Ephedrine Sulfate 5 mg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (50 mg/10 mL)	[redacted]
F060412-K	70004-0604-12	Ephedrine Sulfate 5 mg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (50 mg/10 mL) (Kit Check)	[redacted]
F060509	70004-0605-09	Ephedrine Sulfate 10 mg/mL in 0.9% Sodium Chloride 5 mL fill 6 mL Syringe (50 mg/5 mL)	[redacted]
F060509-K	70004-0605-09	Ephedrine Sulfate 10 mg/mL in 0.9% Sodium Chloride 5 mL fill 6 mL Syringe (50 mg/5 mL) (KitCheck)	[redacted]
F063809	70004-0638-09	Glycopyrrolate 0.2 mg/mL 5 mL fill 6 mL Syringe (1 mg/5 mL)	[redacted]
F069531	70004-0695-31	Isoproterenol HCl 4 mcg/mL in 0.9% Sodium Chloride 50 mL Bag (200 mcg/50 mL)	[redacted]
F070028	70004-0700-28	Labetalol 5 mg/mL 4 mL fill Syringe (20 mg/4 mL)	[redacted]
F072012	70004-0720-12	Lidocaine PF 1% 10 mL fill 12 mL Syringe	[redacted]
F072012-K	70004-0720-12	Lidocaine PF 1% 10 mL fill 12 mL Syringe (Kit Check)	[redacted]
F072309	70004-0723-09	Lidocaine PF 2% 5 mL fill 6 mL Syringe	[redacted]
F075009	70004-0750-09	Neostigmine Methylsulfate 1 mg/mL 5 mL fill 6 mL Syringe (5 mg/5 mL)	[redacted]
F077140	70004-0771-40	Norepinephrine 4 mg sulfite free in 0.9% Sodium Chloride 250 mL Bag (16 mcg/mL)	[redacted]
F077144	70004-0771-44	Norepinephrine 8 mg sulfite free in 0.9% Sodium Chloride 500 mL Bag (16 mcg/mL)	[redacted]
F077440	70004-0774-40	Norepinephrine 8 mg sulfite free in 0.9% Sodium Chloride 250 mL Bag (32 mcg/mL)	[redacted]
F077540	70004-0775-40	Norepinephrine 16 mg sulfite free in 0.9% Sodium Chloride 250 mL Bag (64 mcg/mL)	[redacted]
F078140	70004-0781-40	Norepinephrine 4 mg contains sulfites in 0.9% Sodium Chloride 250 mL Bag (16 mcg/mL)	[redacted]
F078440	70004-0784-40	Norepinephrine 8 mg contains sulfites in 0.9% Sodium Chloride 250 mL Bag (32 mcg/mL)	[redacted]
F078540	70004-0785-40	Norepinephrine 16 mg contains sulfites in 0.9% Sodium Chloride 250 mL Bag (64 mcg/mL)	[redacted]
F080540	70004-0805-40	Phenylephrine HCl 100 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F080640	70004-0806-40	Phenylephrine HCl 50 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F080740	70004-0807-40	Phenylephrine HCl 25 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F080840	70004-0808-40	Phenylephrine HCl 20 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F081011	70004-0810-11	Phenylephrine HCl 100 mcg/mL in 0.9% Sodium Chloride 5 mL fill 12 mL Syringe (500 mcg/5 mL)	[redacted]
F081011-K	70004-0810-11	Phenylephrine HCl 100 mcg/mL in 0.9% Sodium Chloride 5 mL fill 12 mL Syringe (500 mcg/5 mL)(KC)	[redacted]
F081012	70004-0810-12	Phenylephrine HCl 100 mcg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (1,000 mcg/10 mL)	[redacted]
F081012-K	70004-0810-12	Phenylephrine HCl 100 mcg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (1,000 mcg/10 mL)(KC)	[redacted]
F081022	70004-0810-22	Phenylephrine HCl 100 mcg/mL in 0.9% Sodium Chloride 50 mL fill Syringe	[redacted]
F081112	70004-0811-12	Phenylephrine HCl 40 mcg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (400 mcg/10 mL)	[redacted]
F081140	70004-0811-40	Phenylephrine HCl 10 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F081612	70004-0816-12	Phenylephrine HCl 80 mcg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (800 mcg/10 mL)	[redacted]
F081612-K	70004-0816-12	Phenylephrine HCl 80 mcg/mL in 0.9% Sodium Chloride 10 mL fill 12 mL Syringe (800 mcg/10 mL) (KC)	[redacted]
F082540	70004-0825-40	Phenylephrine HCl 40 mg in 0.9% Sodium Chloride 250 mL Bag	[redacted]
F083240	70004-0832-40	Potassium Chloride 20 mEq added to 0.9% Sodium Chloride 250 mL Bag	[redacted]
F083344	70004-0833-44	Potassium Chloride 40 mEq added to 0.9% Sodium Chloride 500 mL Bag	[redacted]
F084140	70004-0841-40	Potassium Phosphate 15 mMol PF added to 0.9% Sodium Chloride 250 mL Bag	[redacted]
F085012	70004-0850-12	Rocuronium Bromide 10 mg/mL 10 mL fill 12 mL Syringe (100 mg/10 mL)	[redacted]
F08544	70004-085-44	Oxytocin 30 units added to 0.9% Sodium Chloride 500 mL Bag	[redacted]
F090025	70004-0900-25	Sodium Citrate 4% 3 mL fill Syringe	[redacted]
F090809	70004-0908-09	Succinylcholine Chloride 20 mg/mL 5 mL fill 6 mL Syringe (100 mg/5 mL)	[redacted]
F090809-K	70004-0908-09	Succinylcholine Chloride 20 mg/mL 5 mL fill 6 mL Syringe (100 mg/5 mL)(KitCheck)	[redacted]
F090812	70004-0908-12	Succinylcholine Chloride 20 mg/mL 10 mL fill 12 mL Syringe (200 mg/10 mL)	[redacted]
F090812-K	70004-0908-12	Succinylcholine Chloride 20 mg/mL 10 mL fill 12 mL Syringe (200 mg/10 mL)(Kit Check)	[redacted]
F092059	70004-0920-59	Vancomycin HCl 1 g added to 0.9% Sodium Chloride 250 mL Bag (1000 mg/250 mL)	[redacted]
F092359	70004-0923-59	Vancomycin HCl 1.25 g added to 0.9% Sodium Chloride 250 mL Bag (1250 mg/250 mL)	[redacted]
F092444	70004-0924-44	Vancomycin HCl 1.5 g added to 0.9% Sodium Chloride 500 mL Bag (1500 mg/500 mL)	[redacted]
F092459	70004-0924-59	Vancomycin HCl 1.5 g added to 0.9% Sodium Chloride 250 mL Bag (1500 mg/250 mL)	[redacted]
F092644	70004-0926-44	Vancomycin HCl 1.75 g added to 0.9% Sodium Chloride 500 mL Bag (1750 mg/500 mL)	[redacted]
F092844	70004-0928-44	Vancomycin HCl 2 g added to 0.9% Sodium Chloride 500 mL Bag (2000 mg/500 mL)	[redacted]
F093232	70004-0932-32	Vasopressin 20 units added to 0.9% Sodium Chloride 100 mL Bag	[redacted]

F20332	70004-203-32	Fentanyl 20 mcg/mL in 0.9% Sodium Chloride 100 mL Bag (2,000 mcg/100 mL)	[redacted]
F21332	70004-213-32	Fentanyl 20 mcg/mL in 0.9% Sodium Chloride 100 mL Bag (2,000 mcg/100 mL)	[redacted]
F54035	70004-540-35	Diltiazem HCl 125 mg in 5% Dextrose 125 mL Bag	[redacted]
F85009	70004-850-09	Rocuronium Bromide 10 mg/mL 5 mL fill 6 mL Syringe (50 mg/5 mL)	[redacted]
F85009-K	70004-850-09	Rocuronium Bromide 10 mg/mL 5 mL fill 6 mL Syringe (50 mg/5 mL) (Kit Check)	[redacted]
R16509	NA	CADD Medication Cassette Reservoir 250 mL Yellow w/ Flow Stop, 12/box (21-7309-24)	[redacted]

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	SCA Pharmaceuticals, LLC	
(Include d.b.a., if applicable)	SCA Pharma	
Street Address:	1901 Kellett Road	**Website: www.scapharma.com**
City, State and Zip Code:	Little Rock, AR 72206	**POC Name: Brian Hammon** **Email: bhammon@scapharma.com**
Telephone No:	501-312-2800	**Fax No: 501-312-2805**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature — Michael S Kidd (Print Name)

SVP Finance (Title) — 04/07/2022 (Date)

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Michael S Kidd

Print Name
Authorized Department Representative

April 13th, 2022

Jesse Ramirez
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Compounded Pharmaceuticals.

Dear Mr. Ramirez:

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 Compounded Pharmaceuticals. 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 Compounded Pharmaceuticals category. HealthTrust issued RFPs and received proposals from identified suppliers in the Compounded Pharmaceuticals category. A contract was executed with SCA Pharma and SterrX in July 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:	**Amendment Four to Agreement for Consulting Services with United Audit Systems, Inc. d/b/a UASI**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Four to Agreement for Consulting Services with United Audit Systems, Inc. d/b/a UASI for coding and auditing services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Coding Manager, Auditor and Coder Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 4 – same Term
Amount: Additional NTE $3,500,000; estimated total spend to date (without Amendment 4) since inception of Agreement is $4,750,000
Out Clause: 10 days w/o cause

BACKGROUND:

On December 21, 2018, UMC entered into an Agreement for Consulting Services ("Agreement") with United Audit Systems, Inc. ("UASI") to acquire onsite interim medical coding manager services and remote coding (4 coders) and auditing (up to 4 auditors) services for the period from October 29, 2018 through October 28, 2019. The not-to-exceed amount of the Agreement was $95,000 which included all travel, lodging and miscellaneous expenses. Amendment One, effective January 30, 2019, amended the Compensation to add an additional $2,905,000 and Scope of Work, and extended the Agreement Term through October 28, 2022. Amendment Two, effective September 25, 2020, amended the Compensation and Scope of Work. Amendment Three, effective February 24, 2021, amended the Compensation to add an additional $1,750,000.

This Amendment Four requests to add an additional funding of $3,500,000 wherein the new total not-to-exceed amount is $8,250,000.

Cleared for Agenda
April 20, 2022

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

UASI currently holds a Clark County vendor registration.

AMENDMENT FOUR TO AGREEMENT FOR CONSULTING SERVICES

This Amendment Four ("Amendment") is entered into as of the last date signed by the parties 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 **United Audit Systems, Inc. D/B/A UASI** (hereinafter referred to as "Company"). Hospital and Company are, from time to time, hereinafter jointly referred to as "Parties".

RECITALS:

WHEREAS, the Parties entered into the Agreement for Consulting Services effective December 21, 2018, subsequently amended with Amendment One effective January 30, 2019, Amendment Two effective September 25, 2020, and Amendment Three effective February 24, 2021 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to further amend the Agreement as described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Paragraph 3 of Witnesseth of the Agreement shall be deleted in its entirety and replaced with the following:

   WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $8,250,000, including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

2. Section II.A., Compensation of the Agreement shall be amended to reflect a new aggregate budget allowance of not-to-exceed $8,250,000.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment by their duly authorized officers, intending to be legally bound hereby.

University Medical Center of Southern Nevada	**United Audit Systems, Inc. D/B/A UASI**
By: _____	By: _____
Name: Mason Van Houwelling	Name: Ty C. Hare
Title: Chief Executive Officer	Title: President
Date: _____	Date: 3/25/22

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:	United Audit Systems, Inc.		
(Include d.b.a., if applicable)	UASI		
Street Address:	1924 Dana Avenue	**Website:**	www.uasisolutions.com
City, State and Zip Code:	Cincinnati, OH 45207	**POC Name:**	Tyler Moore
		Email:	Tyler.moore@uasisolutions.com
Telephone No:	800-526-0594	**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? ☐ 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
President	Ty C. Hare
Title	Date
	2/2/21

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
James Fraley (14.04%) - Owner	N/A	N/A	N/A
Brian Burke (6.0%) - Owner	N/A	N/A	N/A
Patrick Burke (21.38%) -	Chairman of Board N/A	N/A	N/A
Ty Hare (6.17%) -	President N/A	N/A	N/A

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Amendment 14 with 3M Health Information Systems, 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 Amendment 14 with 3M Health Information Systems, Inc. for the MModal voice recognition system; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: MModal Voice Recognition System
CBE: NRS 332.115.1 (h) Computer Software

Term:
For this Amendment 14 – Three (3) Years – October 1, 2021 – September 30, 2024

Amount:
For this Amendment 14: $1,397,134.99
Total amount for all agreements and amendments: $4,780,095.21

Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

In October of 2013 UMC and MModal Services, LTD ("MModal") entered into Master Agreement 413677-R2013 (the "MModal Agreement") after a public solicitation for transcription services where MModal was the awarded proposer. The parties subsequently amended the MModal Agreement to add the M*Modal Fluency Direct software solution and extend the term through September of 2021. The M*Modal Fluency Direct software solution is an all-in-one speech and artificial intelligence powered solution which enables physicians to conversationally create, review, edit and sign clinical notes directly in Epic.

In February, 2019, 3M Company purchased MModal and began the process of integrating MModal with, and contracting under, 3M Health Information Systems, Inc. ("3M").

Cleared for Agenda
April 20, 2022

Agenda Item #
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Amendment 14 is being entered pursuant to UMC's current Software License and Service Agreement with 3M (the "3M SLA") to extend UMC's license of the 3M – M*Modal Fluency Direct transcription software solution for a period of three years. By executing this Amendment, there will be no gap in the applicable product licenses, the MModal Agreement will terminate and the M*Modal Fluency Direct software solution will be incorporated into the 3M SLA. This Amendment will also add training, implementation, and hardware for the Pathology department which will be transitioning to M*Modal from another voice recognition system. Staff also requests authority for the CEO to execute future extension options within his delegation of authority if deemed beneficial to UMC.

UMC's Chief Information Officer has reviewed and recommends approval of this Amendment.

This Amendment has been approved as to form by UMC's Office of General Counsel.

3M currently holds a Clark County business license.

AMENDMENT 14
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License and Services Agreement, dated **December 13, 2007** (the "Agreement") between **3M Health Information Systems, Inc.**, (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **University Medical Center of Southern Nevada** (hereinafter referred to as "Client") with offices at **1800 W Charleston Blvd, Las Vegas, NV 89102-2386** is effective on the date last signed ("Effective Date").

Client and 3M agree that the above referenced Agreement is amended as follows:

1. **Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.**

2. **Acquisition & Termination of Legacy Agreement.** On February 1, 2019, 3M Company purchased M*Modal Services, Ltd. ("M*Modal"), which then began contracting with customers as part of 3M Company's wholly owned subsidiary, 3M Health Information Systems, Inc. The Master Agreement 413677-R2013 between M*Modal and Client is expired at the conclusion of September 30, 2021. By executing this Amendment, Client will not experience a gap in the applicable product licenses.

3. **ADD the following to the end of Section 9.1 of the terms and conditions:**
   If a Schedule identifies a specific term length, the term on the Schedule shall control as it relates to the products on that Schedule.

4. **ADD Exhibit B-2, the Fluency Direct Fee Schedule,** attached to this Amendment 14.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	3M HEALTH INFORMATION SYSTEMS, INC.
BY	BY John C. Mathison MN
NAME	NAME John C. Mathison
TITLE	TITLE HIS Operations
DATE	DATE April 11, 2022

PLEASE EMAIL OR FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **$1,397,134.99** AND THE SIGNED AMENDMENT TO:
HISILVERSPRINGCONTRACTREQUESTS@MMM.COM OR **(651) 732-8469**

FOR 3M INTERNAL USE ONLY						
ISSUE DATE:	GPO:		BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
7/15/2021 LG	**********		Q19872	2880004	07-0940 SLSA	
REVISION DATE:	SLA TYPE:	CMR NO:				
4/1/2022 TA	SLA WB 106	19063634				

EXHIBIT B-2

FLUENCY DIRECT FEE SCHEDULE

1. **Term.** The term of this Schedule and licenses **begins October 1, 2021** ("Schedule Effective Date"), continues for a period of **Three (3) Years** ("Initial Term") ***and automatically terminates***. Annual fee increases will be three percent (3%) of the fees for the immediately preceding year.

2. **Schedule.**

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	QUANTITY	SITE TYPE LIST FEE	TOTAL 1ST YR ANNUAL & ONE TIME FEE	2ND YR ANNUAL FEE	3RD YR ANNUAL FEE
	------	--	**University Medical Center--1800 W Charleston Blvd, LAS VEGAS NV, HI2880004**		**Install/Access**			
1.	Existing	FLUENCY DIRECT SOL	Fluency Direct (FESR) Subscription Solution [1,2] Includes: -Fluency Direct (FESR) Subscription License -Fluency Direct Cloud Intel Access -Fluency Direct (FESR) Maintenance & Support -Fluency Direct (FESR) Adoption Services	1	$916,000.00	$444,513.00	$457,848.00	$471,583.00
2.	Add	FLUENCY DIRECT I	Fluency Direct (FESR) Implementation Services* [2]	1	$5,040.00	$5,040.00	N/A	N/A
3.	Add	FLUENCY DIRECT T	Fluency Direct (FESR) Training Services* [2]	1	$13,680.00	$13,680.00	N/A	N/A
4.	Add	DAC FOOT CTRL 4P WP	DAC FP-110-USB 4 Position Waterproof USB Foot Control** [3]	3	$1,257.00	$1,257.00	N/A	N/A
5.	Add	DAC FOOT CTRL 4P	DAC FP-110-USB 4 Position Non-Waterproof USB Foot Control** [3]	4	$1,060.00	$1,060.00	N/A	N/A
6.	Add	FREIGHT STANDARD	Freight Operations - Standard Shipment - UPS Ground** [3]	1	$49.99	$49.99	N/A	N/A
7.	Add	GN-2 VXP USB MIC	GN-2 VXP USB Gooseneck Microphone** [3]	6	$714.00	$714.00	N/A	N/A
8.	Add	POLY HEADMIC 8210	Poly Savi 8210 Monaural Standard Wireless Headset Mic** [3]	5	$1,390.00	$1,390.00	N/A	N/A
			SCHEDULE TOTAL: [4]			**$467,703.99**	**$457,848.00**	**$471,583.00**

FEE SUMMARY:

FIRST YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	$444,513.00
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	$18,720.00
**TOTAL HARDWARE FEES:	$4,470.99
SECOND YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES	$457,848.00
THIRD YEAR ANNUAL SOFTWARE LICENSE & SUPPORT FEES	$471,583,.00

TOTAL THREE YEAR FEES THIS AMENDMENT:	$1,397,134.99

THE FEES LISTED ABOVE ARE GUARANTEED FOR A PERIOD OF NINETY (90) DAYS FROM THE ISSUE DATE OF THIS AMENDMENT OR DECEMBER 31, 2022, WHICHEVER OCCURS FIRST, UNLESS THIS AMENDMENT IS FULLY EXECUTED PRIOR TO.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of this Amendment, 3M may, at its option, increase the price of such Software or Service to the then-current list price or 3M may terminate any such module of the Software or Service from this Agreement.

Deletion = ♦ **Underscored Text** = Addition **I&T** = Implementation and Training **PI** = Phone Installed **CI** = Client Installed

[1] The scope of the enterprise license is based on 675 Physicians. If the number of physicians increase by ten percent (10%) or more during the Term, 3M will invoice the additional fees at 3M's list price less applicable discounts.
[2] Invoiced upon the Schedule Effective Date.
[3] Invoiced upon shipment.
[4] Exhibit B-2 will not exceed $1,397,134.99 during the Initial Term

3. **Additional Terms & Conditions.**

3.1. **Definitions.**

i. **"Administrative Tool"** means the graphical user interface(s) provided by 3M for implementing and managing user access for the licensed application.

ii. **"Physician"** means an individual that would be reported to and classified by Definitive Healthcare as an "affiliated physician".

iii. **"User"** means a profile in the Administrative Tool that is identified as "Enabled," or a similar designation, and has a total usage of five (5) minutes or more in the previous nine (9) months.

3.2. **Updating of Administrative Tool.** Client must keep its user profiles and status up to date in the Administrative Tool. Client's failure to keep the information within the Administrative Tool up to date may result in a higher User count than anticipated by Client.

4. **Add Attachment 1, Fluency Direct Statement of Work, attached below.**

ATTACHMENT 1
FLUENCY DIRECT
STATEMENT OF WORK

Project Overview

Project Profile

This project consists of implementing the Fluency Direct real-time speech recognition for **UMCSN Pathology Department** . Fluency Direct will provide real-time speech understanding and command & control capabilities for the purpose of speech-based documentation and interaction with **EPIC Beaker** system.

Components and scope of this project:

- 3M/M*Modal will configure (10) Fluency Direct users for the following:
    - (2) primary pathologists
    - (2) secondary pathologists
    - (3-4) Physician Assistants
    - (2) spare for testing or additional user
- Fluency Direct will be configured for the following locations:
    - Gross Room Location
    - Pathologists Offices
    - ED Frozen Section Room
- M*Modal will provide remote application installation assistance. This will allow the customer to install the Fluency Direct application on their workstations or to design a deployment package utilizing the customer's software deployment tool.
    - M*Modal will be available for a remote testing session after the installation is complete.
- Fluency Direct will interact with the customer's **EPIC Beaker LIS** system. **Fluency Direct will be installed in the following manner:**
    - **EPIC Beaker LIS** is remote hosted and accessed via **Citrix XenApp**. Fluency Connector will be installed on the Citrix XenApp servers with Fluency Direct installed as a local (thick-client) on Windows desktops.
- All client workstations will meet the minimum specifications as outlined in the Hardware and Software Recommendations section.
- Remote recognition services <u>will not</u> be deployed for this project.
- Single sign on <u>is</u> a part of this project via Hyperspace Service configuration (E2S).
- UMCSN will purchase the appropriate number of peripherals (Wireless Headset and hands-free foot pedals with gooseneck microphones) as outlined in this SOW/Agreement.

Location	Qty	Description
Gross Room	1	4 Position USB Waterproof Foot Control
Pathologists Office	3	4 Position USB Non-waterproof Foot Control
Frozen Section Room (ED)	1	4 Position USB Waterproof Foot Control
Pathologists Office (3) Gross Room (1) Frozen Section Room (ED) (1)	5	VXP GN-2 USB Gooseneck Microphone
Physician Assistants	4	Poly Savi 8210 Monaural

- Included in the project training 3M/M*Modal will train Fluency Direct users how to create site-specific names such as a list of physicians, referring physicians, clinicians, hospital, facility, department, radiology and laboratory services provider names and other names that may be referenced in clinical documentation.
- 3M/M*Modal will perform a Discovery Session of the EPIC Beaker workflow.
    - 3M/M*Modal will provide predefined EHR specific voice navigation commands.
    - 3M/M*Modal will create user-specific voice navigation commands.
    - 3M/M*Modal will provide workflow discovery for Advanced Customization.
- 3M/M*Modal will provide up to **76** hours of training as outlined below:

Course	Quantity	Method
Fluency Direct Train the Trainer • Train the Trainer (Provide ability to train end users)	up to 4 Hours	Personal (Onsite)
Fluency Direct One on one site training	up to 32 Hours	Personal (Onsite)
Fluency Direct Advanced Adoption Services • Discovery (macro's and advanced scripting)	Up to 40 Hours	Personal (Onsite)

- *Fluency Direct Web Administration Training will be included in the Fluency Direct Train the Trainer Training.*
- *The Fluency Direct training will occur during standard business hours, which are defined as Monday-Friday 8:00AM-5:00PM. Training outside of these hours will incur additional charges.*
- *Additional training hours may be added to this project via project change request. Additional training hours will be billed at 3M/M*Modal's current Adoption Services rate.*

Please note that during the recognized Covid-19 pandemic, adjustments to training approach may be warranted while facility, company, state and federal travel limitations are in place. The Implementation and Training resources will work with Client on an acceptable training approach that supports the implementation and customer timelines.

Hardware and Software Recommendations

Client-side HW/SW specs (Fluency Direct)

- Microsoft® Windows® 7 or higher Windows OS (7, 8, 8.1 and 10)
- Local Recognition Processor and RAM: Intel Core 2 CPU, 2.0 GHz, 2GB RAM recommended
- Remote Recognition Processor and RAM: Intel Core 2 CPU, 2.0 GHz, 1GB RAM recommended
- Disk Space: 4 GB for Local Recognition
- Microsoft® Internet Explorer Version 8 or higher
- . Net Framework 4.6.2
- For dictation support into Java based applications JRE 1.7 u6 (32 bit) or higher needs to be installed on the computer before Fluency Direct is installed.
- For Citrix XenApp support with the Fluency Connector, you must have already installed the Citrix Client (10,11,12), or Citrix Receiver (4.9 LTSR is recommended) or Citrix Workspace app in advance of installing Fluency Direct as well as have the Connector configured on the Citrix Server.
- Must provide Open Port 443 for HTTPS/SSL traffic to allow fluencydirect.mmodal.com through customer firewall, as well as amazonaws.com (for the vpa server). Will also need to accommodate the TTS server we provide.

*While the above CPU guidelines serve as a good general rule for system requirements. It is often helpful to assess particular computers in your organization against an ideal CPU speed. Websites like www.cpubenchmark.net offer objective scores to individual processors. By going to a site such as www.cpubenchmark.net you can get a benchmark score for your processor(s) and compare it to the minimum value of 3000. Any computer with a benchmark score lower than 3000 should consider a hosted remote recognition configuration to assure maximum and consistent performance during speech recognition. If a PACS or other resource intensive systems will also be in use, we suggest a minimum of 5000 and recommended of benchmark of 8000 or higher.

Internet Connectivity Requirements

An Internet connection with the following requirements is needed for Fluency Direct:

- Minimum bandwidth of 512 kbits/sec
- Open port 443 for HTTPS/SSL traffic
- US: Access to
    - fluencydirect.mmodal.com:443
    - fd-atl.mmodal.com:443
    - fluencyupdate.mmodal.com:443
    - catalyst-apps.mmodal.com:443

Supported Microphones

These are the known microphones that are compatible with Fluency Direct:

Wired Handheld Microphones

Microphone Brand and Model
Olympus RM-4000 RecMic II
Olympus RM-4010 RecMic II
Olympus RM-4015 RecMic II
Olympus DR-1200 RecMic
Olympus DR-1200 DirectRec
Philips SPM3700 SpeechMike Premium Touch
Philips LFH3600 SpeechMike Premium - Barcode Scanner
Philips LFH3500 SpeechMike Premium
Philips LFH3205 SpeechMike III
Philips LFH3200 SpeechMike III
Philips LFH3300 SpeechMike - Barcode Scanner
Philips 7276 SpeechMike Pro Plus - (No longer manufactured)
Philips 7274 SpeechMike Pro - (No longer manufactured)
Philips 5276 SpeechMike Pro Plus - (No longer manufactured)
Philips 5274 SpeechMike Pro - (No longer manufactured)
Philips 5284 SpeechMike Pro - Barcode Scanner - (No longer manufactured)

Wireless Handheld Microphones

Microphone Brand and Model
Philips SpeechMike Premium Air
Phillips LFH3000 SpeechMike Air
Phillips LFH3005 SpeechMike Air

Wired Headset

Microphone Brand and Model
Andrea Electronics NC-181VM USB
Andrea Electronics NC-185VM USB
Andrea Electronics NC-250V
Jabra Biz 2300 UC USB
Jabra Evolve 40 UC
Plantronics Audio 310 + USB Adaptor
Plantronics Audio DSP 300 USB - (No longer manufactured)
Plantronics Audio DSP 400 USB
Plantronics Audio DSP 500 USB
Plantronics Audio 678 USB
Plantronics Audio 655 USB
Plantronics Audio 648 USB
Plantronics Audio DSP 626 USB
Plantronics Audio 628 USB

Plantronics Audio DSP 626 USB - (No longer manufactured)
Plantronics Audio 610 + USB Adaptor
Plantronics Blackwire C710 via USB
Plantronics Blackwire C710-M via USB
Plantronics Blackwire C720 via USB
Plantronics Blackwire C720-M via USB
Plantronics Blackwire 725
Plantronics Blackwire 5210 USB
Plantronics Blackwire 7225 USB

Wireless Headset

Microphone Brand and Model
Philips SpeechOne
Andrea Electronics BT-201
Jawbone ERA
Plantronics Voyager Focus UC
Plantronics Voyager Legend UC
Plantronics Voyager 5200 UC
Plantronics M50
Poly Savi 8210 Monaural
Plantronics Savi 8240 UC
Plantronics Savi W410-M
Plantronics Savi W420-M
Plantronics Savi W430-M
Plantronics Savi W440-M
Plantronics Savi W445-M
Sennheiser SD Pro

Gooseneck Microphones

Microphone Brand and Model
Buddy GooseneckMic 7G USB
Buddy GooseneckMic 7G USB + Footpedal
Buddy GooseneckMic 3.5mm Analog
Buddy GooseneckMic 3.5mm Analog + Footpedal
SoundTech GN-USB Professional Gooseneck Microphone
SoundTech GN-USB Professional Gooseneck Microphone + Footpedal
VXP GN-2 USB Gooseneck Microphone

Related Hardware

Function	Brand and Model
3 Position Foot Pedal	Olympus RS-27H Footswitch
4 Position Foot Pedal	Olympus RS-31H Footswitch
3 Position Foot Pedal	Philips ACC2310 USB Foot Control
3 Position Foot Pedal	Philips ACC2320 USB Foot Control

4 Position Waterproof Foot Pedal	Philips ACC2330 USB Foot Control
3 Position Waterproof Foot Pedal	DAC FP-110-USB/W *
4 Position Waterproof Foot Pedal	DAC FP-110-USB4/W *
3 Position Non-Waterproof Foot Pedal	DAC FP-110-USB *
4 Position Non-Waterproof Foot Pedal	DAC FP-110-USB *
Hand Control	Olympus RS-RS-32 Hand Controller

*** Terminal Services and Citrix deployments not supported**

Disclaimer for microphones not on this list

It is possible that microphones not on the suggested list may work with Fluency Direct. Without prior testing or experience, 3M/M*Modal cannot verify the accuracy or usability of non-documented options. If issues arise with a non-suggested microphone, 3M/M*Modal will still provide initial support, however, there are limited remedies to problems that can be offered. Assistance from the manufacture may be the only possible support option to improve usability and accuracy.

Assumptions and Risks

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed at the Initiation of the project. These include, but are not limited to:

Assumptions

- The 3M Project Manager will manage the project.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both M*Modal and the Clien. Changes may affect the project schedule, timeline, and go live dates.
- The Client will work cohesively with the 3M Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third-party vendors of the Client.
- Organizational or technical changes that come out of the project will be managed by the Client.
- Authors should expect one hour of time spent training on the application. This training includes introduction to the application, enrolling the author, the initial reading of text to begin building the voice profile and reviewing the guidelines for successful editing. The start of this training should be prior to using the application for production but then moves to production use with the training resource readily available for assistance.
- 3M requests from the Client to be given access to a non-production (i.e. testing) environment of the targeted clinical application at the beginning of the implementation project. Access to such an environment is used for the customization/configuration of Fluency Direct to the targeted clinical application (i.e. testing of proper execution of custom speech commands) during the course of the implementation project.
- Client and 3M understand that each EHR implementation will differ as each EHR will be customized to the client's needs. This may necessitate further evaluation and testing of the Fluency Direct commands and voice navigations to provide satisfactory results.
- All 3M/M*Modal provided training will occur during standard business hours, which are defined as Monday-Friday 8:00AM-5:00PM local Client time. Training outside of these hours will incur additional charges.

- All Fluency product go-lives will occur during standard business hours, which is defined as Monday-Friday 8:00 AM-5:00 PM. Go live times outside of this time frame will incur additional charges.

Risks

- Any Client infrastructure changes may impact the project timeline.
- External systems contributing data to the solution through interfaces may require configuration by the third-party vendor. The timeliness of that participation is up to the Client and may affect the schedule or timeline of the project.
- Fluency Direct brings change and improvement to the report creation process. Physician acceptance is key to the success of the project. Fluency Direct offers flexibility for the author workflows that include real-time speech understanding and command & control capabilities for the purpose of speech-based documentation. Cooperation between 3M and the Client resources will produce optimized workflow and the highest level of project success.

Project Implementation Summary

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at prevailing time and material rates.

Fluency Direct Implementation - Summary of Services		
SOW v1.1		
OPP-05894021		
Standard Services		
Creation of up to 10 Users		Included
Remote Application Installation Assistance		Included
M*Modal Data Center Setup		Included
Fluency Direct Configuration		
Location List Upload		Customer Trained to Input
Provider List Upload		Customer Trained to Input
Creation of Add/Delete/Replacement Rules		Up to 10 Rules Included
Workflow discovery for Advanced Customization		Included
Physician Specific Macros/Normals		Up to 10 Macros/Normals Included
Enabled Target Applications		1 EHR Included
Site Specific EHR Navigation Commands		Up to 10 Included
SSO		Included
M*Modal Workstation Installation		Remote Application Installation Assistance Included
Fluency Connector for Citrix deployment		Not Included
Training Services	**Qty**	**Delivery Method**
Train the Trainer	4	Onsite Hours
One on one site training	32	Onsite Hours
Fluency Direct Advanced Adoption Services	40	Onsite Hours

Implementation and Professional Services	
Implementation Services	**Estimated 28 hours**
Training Services	**up to 76 hours**

Contact information

Customer Personnel Name	Title	Phone	Email Address
Marie Tyndall	Project Manager Information Technology	702-671-1042	Marie.Tyndall@umcsn.com
Ronald Knoblock			Ronald.Knoblock@umcsn.com

3M Personnel Name	Title	Phone	Email Address
Sean Streeter	Account Executive	360-835-3806	spstreeter@mmm.com
Phil Sawa	Regional Sales Director		psawa@mmm.com
Adrian Perez	Client Technology Executive	253-929-8472	aperez22@mmm.com
Randy Willis	Manager, Project Management	651-732-2048	rcwillis@mmm.com

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Business Designation Group (Please select all that apply) None of the Below						
☐ 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:	3M Health Information Systems, Inc.	
(Include d.b.a., if applicable)		
Street Address:	575 West Murray Blvd	**Website:** www.3m.com/his
City, State and Zip Code:	Murray, Utah 84123	**POC Name:** Diane Cantorna **Email:** dvcantorna@mmm.com
Telephone No:	801-265-4400	**Fax No: N/A**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attachment below with response		

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.

John C. Mathison JH

Signature

John C. Mathison

Print

Title: HIS Operations

Date: April 12, 2022

DISCLOSURE OF RELATIONSHIP

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

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

3M HIS Officers

Name		Title
Colin, Mark G.		Director
Smith, Andrea		Director
Stump, Matthew A.		Director
Colin, Mark G.		President
McGough, Justin P.		Assistant Treasurer
Smith, Andrea		Vice President
Spence, Christina		Treasurer
Stoeckman, Karla M.		Assistant Secretary
Stump, Matthew A.		Secretary

Disclosure Statement:

* 3M is a publicly traded company. Because 3M (i) does not know the identities of all the University Medical Centers or 3M employees, directors, officers, and members of its Board of Directors, their immediate families and financial and investment activities and (ii) cannot poll all of its or the University Medical Centers employees for other employment, investment or other activities, it is not possible for 3M to indicate with absolute certainty that by conducting business with the University Medical Center, 3M would be entering into any situation in which a conflict of interest may exist.

However, 3M is a highly ethical company known for its integrity and fair dealings. 3M would not intentionally enter into a business relationship under which there would be a conflict of interest without advising the other party of the conflict.

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

Issue:	**First Amendment to RFP No. 2017-09 Service Agreement for Linen Management and Distribution Services with Emerald Textile Services, Utah, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the First Amendment to RFP No. 2017-09 Service Agreement for Linen Management and Distribution Services with Emerald Textile Services, Utah, LLC; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 30008460000
Funded Pgm/Grant: N/A
Description: Linen Management and Distribution Services
Bid/RFP/CBE: RFP 2017-09
Term: January 6, 2018 to January 5, 2023 with two (2) 2-year extensions
Amount: Increase of $220,000 per year for the remainder of the term of the agreement
Out Clause: 90 days' w/o cause

BACKGROUND:

This request is for approval of the First Amendment to RFP No. 2017-09 Service Agreement with Emerald Textiles Services, Utah, LLC (originally, Staheli Laundry Services, LLC; "Emerald"). This Amendment reflects an increase to the annual total not-to-exceed amount of the Agreement to account for increased supply costs. Emerald has been providing full service, on-site linen management and distribution services to UMC since inception of this agreement in 2018.

The Agreement term remains unchanged from January 6, 2018 through January 5, 2023 with the option to extend for two (2) 2-year periods. UMC may terminate the Agreement for its convenience with a 90-day written notice.

Emerald Textiles holds a valid Clark County Business License.

Cleared for Agenda
April 20, 2022

Agenda Item #
10

UMC's Associate Administrator for Operations and Director of EVS have reviewed and recommend award of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

FIRST AMENDMENT TO RFP NO. 2017-09 SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Service Agreement between University Medical Center of Southern Nevada (**"HOSPITAL"**) and Emerald Textiles Services, Utah, LLC as assignee of Staheli Laundry Services, LLC dba Staheli Laundry (**"COMPANY"**), is effective as of the date of last signature below ("First Amendment Effective Date").

WHEREAS, COMPANY and HOSPITAL have agreed to that certain RFP No. 2017-09 Service Agreement having an effective date of January 6, 2018, (the "Agreement"); and

WHEREAS, COMPANY and HOSPITAL wish to amend the Agreement in certain respects as provided in this First Amendment.

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

1. Section II.A.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Attachment A) in accordance with the Fee Schedule (Attachment B) for the annual total not-to-exceed amount of $2,430,000 during the Term of the Agreement including extension options. HOSPITAL's obligation to pay COMPANY cannot exceed the annual not-to-exceed amounts (refer to Attachment B on annual breakdown) unless agreed to in writing by both parties. It is expressly understood that the entire Scope of Work defined in Attachment A must be completed by COMPANY and it shall be COMPANY'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee."
2. Where COMPANY is referenced in the Agreement, it shall mean and refer to Emerald Textiles Services, Utah, LLC.
3. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of countersignature below.

Emerald Textiles Services, Utah, LLC As assignee of Staheli Laundry Services, LLC dba Staheli Laundry Services	**University Medical Center of Southern Nevada**
Signature: Dan Leary	Signature: _____
Printed Name: Dan Leary	Printed Name: Mason Van Houweling
Title: COO	Title: Chief Executive Officer
Date: 4-4-2022	Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 15

Corporate/Business Entity Name:	EMERALD UTAH LLC		
(Include d.b.a., if applicable)			
Street Address:	3146 E DESERET DR	**Website:**	EMERALDUS.COM
City, State and Zip Code:	ST GEORGE, UT 84790	**POC Name:**	JACOB NUCKLES
		Email:	JNUCKLES@EMERALDUS.COM
Telephone No:	760 455 1690	**Fax No:**	
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

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

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

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

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

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

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

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

Signature	Print Name
GENERAL MANAGER	1/13/2020
Title	Date

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

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

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000834000 Funded Pgm/Grant: N/A
Description: Food Services and Clinical Nutrition Management Services Agreement
Bid/RFP/CBE: RFP 2018-01 (Lot 2)
Term: 1/1/2019 – 12/31/2023 with one 2-year renewal option
Amount: Annual NTE $5,800,000
Out Clause: 90 days w/o cause

BACKGROUND:

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

This Second Amendment further revises the annual not to exceed amount to $5,800,000 to support increased inflationary costs. All other terms of the Agreement are unchanged.

UMC's Associate Administrator has reviewed the Amendment and recommends approval by the Board of Hospital Trustees.

This Amendment has been approved as to form by UMC's Office of General Counsel.

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

Cleared for Agenda
April 20, 2022

Agenda Item #
11

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

This Second Amendment ("**Amendment**") is dated as of February 15, 2022, and is between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital ("**Hospital**"), and COMPASS GROUP USA, INC., a Delaware corporation ("**Company**").

BACKGROUND

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

B. The parties have agreed to increase the Retail Fee as identified below.

ACCORDINGLY, the parties agree to amend the Agreement as follows, effective as of November 1, 2021:

1. The first whereas clause in the Witnesseth section of the Agreement is deleted in its entirety and replaced with the following language: "WHEREAS, COMPANY has the personnel and resources necessary to perform the SERVICES at the location(s) identified in Exhibit A ("Location" or "Locations") and with a budget allowance not to exceed $5,800,000.00 annually, including all travel, lodging, meals, and miscellaneous expenses, as further described herein; and"

2. The first sentence of Subsection II(A) (**Compensation**) is deleted in its entirety and replaced with the following language: "HOSPITAL agrees to pay COMPANY for the performances of SERVICES described in the Statement of Work (Exhibit A) not to exceed amount of $5,800,000.00 annually for the Services."

3. Subsection 2.5(c) of Exhibit A-1 (**FNS Services**) is amended such that the Retail Fee is $6,931.51 per day.

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

[SIGNATURE PAGE FOLLOWS]

As evidence of their agreement, the parties have executed this Amendment by their authorized representatives as of the date first written above.

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Adrian Llewelyn Meredith	President & CFO	
Daniel Malcolm Thomas	Sr. Vice President and Treasurer	
Jennifer McConnell	Executive VP, General Counsel	

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

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

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

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

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

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

Signature

Joyce Kruesopon
Print Name

Regional Vice President
Title

March 14, 2021
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Second Amendment to Lease Agreement for rentable warehouse space with Schnitzer Valley View, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Amendment to the Lease Agreement with Schnitzer Valley View, LLC for rentable warehouse space; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000705000
Funded Pgm/Grant: N/A
Description: Lease of offsite storage space
Bid/RFP/CBE: N/A
Term: Amendment 2 – extend for three (3) year from 04/1/2022 to 07/31/2025
Amount: Amendment 2 – additional NTE $770,818.61; cumulative total funding of $1,156,438.61
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

On September 1, 2020 the Board of Trustees approved the ratification of an emergency Lease Agreement for approximately 20,000 square feet of storage space from HIP Valley View, LLC, now known as Schnitzer Valley View, LLC. The total base rent due under the lease ($13,000/month) along with tenant's share of operating expenses (taxes, insurance, common area maintenance) will not exceed $192,000.00 for the term, August 1, 2020 through July 31, 2021. Amendment One extended the term through July 31, 2022 with additional funding of $193,620.

This request is for a three (3) year extension of the Agreement term through July 31, 2025 and sets the monthly Base Rent and tenant's share of operating expenses. The lease of this space is used to support hospital's PPE storage needs.

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
April 20, 2022

Agenda Item #
12

SECOND AMENDMENT TO LEASE

This Second Amendment ("Amendment") to Lease is dated for reference purposes only as March 2, 2022, between Schnitzer Valley View, LLC, a Delaware limited company (formerly known as HIP Valley View, LLC, a Delaware limited liability company) ("Landlord") and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 (hereinafter "Tenant"). Landlord and Tenant are collectively referred to as the "Parties".

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated August 1, 2020, as amended (collectively, the "Lease"), for the property located at 4000 West Harmon Avenue, Suite 3, Las Vegas, Nevada 89103, which consists of approximately 20,000 square feet (the "Premises"). The Lease Term expires on July 31, 2022.

B. Landlord and Tenant desire to further amend the Lease on the terms and conditions set forth below.

Therefore, in consideration of the recitals and mutual covenants contained herein, the parties hereby agree as follows:

1. Term. The Lease Term shall expire on July 31, 2025.

2. Rent. Effective August 1, 2022, the monthly Base Rent shall be:

August 1, 2022, through July 31, 2023	$18,000.00 per month plus Estimated Operating Expenses
August 1, 2023, through July 31, 2024	$18,540.00 per month plus Estimated Operating Expenses
August 1, 2024, through July 31, 2025	$19,096.00 per month plus Estimated Operating Expenses

In accordance with Paragraph 7.3 of the Lease, effective August 1, 2022, Tenant's Estimated Proportionate Share of Operating Expenses shall be Two Thousand, Seven Hundred Eighty-Two and 00/100 dollars ($2,782.00) per month and subject to adjustment in accordance with the Lease.

3. General.

3.1. Effect of Amendment; Ratification. Except as otherwise modified by this Amendment, the Lease shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. Any capitalized terms used and not otherwise defined herein shall have the same meanings and definitions set forth in the Lease.

3.2. Authority to Execute Amendment. Each individual executing this Amendment represents that he or she is duly authorized to execute and deliver this Amendment on behalf of such party and that this Amendment is binding upon such party in accordance with its terms.

3.3. Confidentiality. Landlord acknowledges that Tenant is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its documents and records are public documents available for copying and inspection by the public upon request. If Tenant receives a request for the disclosure of any information related to this Amendment that Landlord has claimed to be confidential and proprietary, Tenant will immediately notify Landlord and Landlord shall immediately notify Tenant if it intends to seek injunctive relief in a Nevada court for protective order. If Landlord requires Tenant to not release such requested records, then Landlord shall indemnify and defend and hold harmless Tenant from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of documents that Landlord claims to be confidential and proprietary. For the avoidance of any doubt, Landlord hereby acknowledges this Amendment will be publicly posted for approval by Tenant's governing body(ies) for approval pursuant to Nevada Open Meeting Law, NRS 241.020, et seq.

4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or email means shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the either party transmitted by facsimile or email shall be deemed to be their original signatures for any purposes whatsoever.

THE SUBMISSION OF THIS LEASE AMENDMENT FOR EXAMINATION AND NEGOTIATION DOES NOT CONSTITUTE AN OFFER TO LEASE OR A RESERVATION OF OR OPTION FOR THE PREMISES. THIS DOCUMENT AND THE OBLIGATIONS HEREUNDER SHALL BECOME EFFECTIVE AND BINDING ON THE

PARTIES ONLY UPON EXECUTION AND DELIVERY OF THIS LEASE AMENDMENT BY TENANT AND BY LANDLORD.

Landlord

Schnitzer Valley View, LLC,
a Delaware limited liability company

By: Schnitzer Properties
Management, LLC, its Manager

By:_____

Title: _____

Tenant

University Medical Center of Southern Nevada

By:_____

Print Name: _____

Title: _____

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Schitzer Valley View, LLC	
(Include d.b.a., if applicable)		
Street Address:	3111 S. Valley View Suite K101	**Website:**
City, State and Zip Code:	Las Vegas, Nevada 89102	**POC Name:** **Email:** annies@schnitzerproperties.com
Telephone No:	(702) 220-5329	**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)
Schnitzer Properties Realty, LLC	Member	100%

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

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

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

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

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

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

Annie Swanson
Signature

Annie Swanson
Print Name

Senior Leasing and Property Manager
Title

4/8/2022
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue: **Monthly Financial Reports for March FY22**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Governing Board Audit and Finance Committee receive the monthly financial report for March FY22; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for March FY22 for the committee's review and direction.

Cleared for Agenda
April 20, 2022

Agenda Item #
13

UNIVERSITY MEDICAL CENTER

March 2022 Financials

KEY INDICATORS – MAR

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,666	16,749	23.39%	16,537	4,129	24.97%
Total Admissions	1,791	1,786	0.28%	1,776	15	0.84%
Observation Cases	1,234	1,198	3.01%	1,198	36	3.01%
AADC	667	540	23.39%	533	133	24.97%
ALOS (Admits)	7.33	6.29	16.62%	6.54	0.79	12.08%
ALOS (Obs)	1.51	1.32	14.24%	1.32	0.19	14.24%
Hospital CMI	1.97	1.89	3.74%	2.10	(0.14)	(6.26%)
Medicare CMI	2.01	2.07	(2.93%)	2.18	(0.18)	(8.11%)
IP Surgery Cases	913	738	23.71%	864	49	5.67%
OP Surgery Cases	621	499	24.45%	566	55	9.72%
Transplants	15	14	7.14%	14	1	7.14%
Total ER Visits	9,764	8,273	18.02%	7,912	1,852	23.41%
ED to Admission	7.88%	-	-	8.78%	(0.91%)	-
ED to Observation	13.61%	-	-	14.60%	(0.99%)	-
ED to Adm/Obs	21.49%	-	-	23.38%	(1.90%)	-
Quick Cares	16,330	15,867	2.92%	11,724	4,606	39.28%
Primary Care	6,935	6,150	12.76%	5,993	942	15.72%
Deliveries	104	113	(7.96%)	105	(1)	(0.95%)

TRENDING STATS

	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Mar- 19	Var
APDs	16,537	16,239	16,638	16,775	18,675	20,917	18,473	18,810	19,440	20,466	20,361	18,711	20,666	16,180	4,486
Total Admissions	1,776	1,730	1,733	1,807	1,917	1,904	1,751	1,803	1,832	1,821	1,827	1,608	1,791	2,131	(340)
Observation Cases	1,198	1,123	1,240	1,168	1,201	1,004	1,173	1,091	1,123	1,070	1,097	1,007	1,234	1,514	(280)
AADC	533	541	537	559	602	675	616	607	648	660	657	668	667	522	145
ALOS (Adm)	6.54	6.52	6.15	5.98	6.49	6.70	6.72	6.65	6.25	7.69	7.47	8.15	7.33	5.21	2.12
ALOS (Obs)	1.32	1.37	1.36	1.35	1.42	1.51	1.35	1.52	1.43	1.46	1.42	1.42	1.51	1.29	0.21
Hospital CMI	2.10	2.01	2.05	1.97	1.91	1.87	2.02	1.93	1.92	2.03	2.07	2.03	1.97	1.84	0.13
Medicare CMI	2.18	1.95	2.03	2.00	1.94	2.04	2.05	1.95	2.16	1.79	2.20	2.07	2.01	2.24	(0.23)
IP Surgery Cases	864	768	783	825	891	761	725	831	828	723	754	738	913	854	59
OP Surgery Cases	566	528	498	502	500	546	587	516	472	469	171	468	621	501	120
Transplants	14	15	9	9	9	12	13	12	11	9	12	10	15	3	12
Total ER Visits	7,912	8,388	8,815	9,020	9,920	9,624	9,002	9,007	8,793	9,226	8,706	7,936	9,764	10,308	(544)
ED to Admission	8.78%	8.17%	7.19%	7.68%	8.00%	8.59%	7.81%	7.36%	7.68%	7.09%	7.37%	8.43%	7.88%	8.42%	(0.55%)
ED to Observation	14.60%	13.01%	13.94%	13.06%	12.64%	10.71%	11.28%	11.66%	12.29%	11.44%	12.86%	12.55%	13.61%	15.84%	(2.23%)
ED to Adm/Obs	23.38%	21.17%	21.13%	20.74%	20.65%	19.31%	19.08%	19.02%	19.97%	18.52%	20.24%	20.98%	21.49%	24.26%	(2.77%)
Quick Care	11,724	12,324	11,933	12,547	14,202	17,472	15,543	15,210	15,073	17,802	19,473	12,345	16,330	19,279	(2,949)
Primary Care	5,993	5,796	5,084	5,529	5,464	5,253	5,240	5,220	5,294	5,093	4,831	5,454	6,935	5,987	948
Deliveries	105	87	119	118	129	131	114	123	123	117	104	99	104	128	(24)

PAYOR MIX TREND

UNIVERSITY MEDICAL CENTER

IP- Payor Mix 12 Mo Mar- 22

Fin Class	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Commercial	18.19%	20.06%	17.17%	19.41%	17.66%	19.53%	18.71%	19.24%	17.70%	17.31%	16.34%	16.83%	16.34%	18.18%	(1.84%)
Government	4.68%	3.58%	3.66%	3.76%	4.57%	4.58%	4.62%	3.97%	3.95%	4.13%	3.29%	4.19%	4.37%	4.08%	0.29%
Medicaid	40.64%	41.28%	43.19%	40.58%	42.25%	42.57%	41.97%	40.98%	40.79%	42.19%	42.56%	44.01%	41.96%	41.92%	0.04%
Medicare	31.65%	29.55%	31.33%	29.89%	29.07%	27.81%	28.77%	29.07%	31.37%	29.91%	31.75%	29.46%	31.40%	29.97%	1.43%
Self Pay	4.84%	5.53%	4.65%	6.36%	6.45%	5.51%	5.93%	6.74%	6.19%	6.46%	6.06%	5.51%	5.93%	5.85%	0.08%

ED- Payor Mix 12 Mo Mar- 22

Fin Class	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Commercial	20.53%	20.61%	20.49%	19.50%	18.42%	18.01%	19.03%	19.92%	20.57%	19.69%	19.47%	19.39%	19.15%	19.64%	(0.49%)
Government	4.51%	4.37%	4.40%	4.16%	3.44%	4.15%	4.61%	3.82%	4.21%	3.74%	3.81%	4.95%	4.09%	4.18%	(0.09%)
Medicaid	46.51%	48.59%	49.92%	48.96%	50.11%	51.80%	51.81%	50.22%	49.16%	50.65%	48.98%	47.45%	49.49%	49.51%	(0.02%)
Medicare	14.87%	13.18%	12.86%	13.33%	13.44%	12.80%	12.27%	13.25%	12.45%	12.74%	14.35%	15.67%	14.49%	13.43%	1.06%
Self Pay	13.58%	13.25%	12.33%	14.05%	14.59%	13.24%	12.28%	12.79%	13.61%	13.18%	13.39%	12.54%	12.78%	13.24%	(0.46%)

PAYOR MIX TREND

UMC UNIVERSITY MEDICAL CENTER

Surg IP- Payor Mix 12 Mo Mar- 22

Surg IP	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Commercial	19.52%	24.35%	20.05%	20.31%	20.52%	21.96%	21.79%	24.85%	24.04%	21.96%	19.55%	18.24%	19.41%	21.43%	(2.02%)
Government	6.47%	4.56%	6.00%	4.84%	6.39%	6.01%	6.34%	6.48%	7.00%	6.91%	4.76%	5.95%	6.51%	5.98%	0.53%
Medicaid	32.79%	34.11%	37.80%	36.64%	39.13%	41.05%	38.08%	36.25%	33.45%	34.67%	40.42%	40.41%	36.98%	37.07%	(0.09%)
Medicare	36.72%	31.77%	32.70%	34.10%	30.38%	27.19%	29.79%	27.97%	30.56%	32.18%	29.72%	29.32%	32.54%	31.03%	1.51%
Self Pay	4.50%	5.21%	3.45%	4.11%	3.58%	3.79%	4.00%	4.45%	4.95%	4.28%	5.55%	6.08%	4.56%	4.50%	0.06%

Surg OP- Payor Mix 12 Mo Mar- 22

Surg OP	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Commercial	30.92%	32.89%	30.40%	28.23%	34.13%	33.51%	30.49%	31.91%	32.63%	32.84%	26.74%	29.51%	30.50%	31.18%	(0.68%)
Government	6.89%	5.29%	7.20%	4.37%	4.19%	6.52%	4.60%	6.58%	4.87%	5.12%	8.72%	5.94%	6.42%	5.86%	0.56%
Medicaid	42.05%	39.32%	40.80%	40.36%	38.92%	35.69%	41.23%	37.52%	34.95%	36.88%	41.28%	42.04%	39.97%	39.25%	0.72%
Medicare	17.84%	20.23%	19.20%	22.47%	20.16%	21.74%	19.93%	19.73%	23.52%	20.90%	16.28%	19.75%	20.70%	20.15%	0.55%
Self Pay	2.30%	2.27%	2.40%	4.57%	2.60%	2.54%	3.75%	4.26%	4.03%	4.26%	6.98%	2.76%	2.41%	3.56%	(1.15%)

SUMMARY INCOME STATEMENT – MAR

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$368,803,454	$322,364,996	$46,438,458	14.41% ↑
Net Patient Revenue	$64,547,352	$56,695,906	$7,851,446	13.85% ↑
Other Revenue	$4,836,486	$4,281,929	$554,557	12.95% ↑
Total Net Revenue	$69,383,839	$60,977,836	$8,406,003	13.79% ↑
Net Patient Revenue as a % of Gross	17.50%	17.59%	(0.09%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$70,489,689	$64,237,546	($6,252,143)	(9.73%) ↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($1,105,850)	($3,259,711)	$2,153,860	66.08% ↑
Add back: Depr & Amort.	$2,713,545	$2,224,662	($488,883)	(21.98%) ↓
Tot Inc from Ops plus Depr & Amort.	**$1,607,694**	**($1,035,049)**	**$2,642,743**	**0,255.33%** ↑

SUMMARY INCOME STATEMENT – YTD MAR

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$3,084,731,927	$2,751,350,035	$333,381,892	12.12%
Net Patient Revenue	$586,404,113	$480,292,089	$106,112,024	22.09%
Other Revenue	$29,016,505	$39,487,680	($10,471,175)	(26.52%)
Total Net Revenue	$615,420,618	$519,779,769	$95,640,849	18.40%
Net Patient Revenue as a % of Gross	19.01%	17.46%	1.55%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$617,244,793	$555,571,390	($61,673,403)	(11.10%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($1,824,175)	($35,791,621)	$33,967,445	94.90%
Add back: Depr & Amort.	$19,745,047	$20,074,267	$329,219	1.64%
Tot Inc from Ops plus Depr & Amort.	**$17,920,872**	**($15,717,354)**	**$33,638,226**	**214.02%**

SUMMARY INCOME STATEMENT – Trend

REVENUE	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Total Gross Patient Revenue	$311,749	$321,078	$310,491	$307,804	$341,236	$355,502	$331,676	$341,588	$352,326	$341,043	$338,582	$313,977	$368,803	$330,588	$38,216
Net Patient Revenue	$63,791	$68,418	$68,237	$75,174	$63,274	$65,878	$64,192	$64,019	$64,795	$67,093	$68,035	$64,571	$64,547	$66,456	($1,909)
Other Revenue	$7,531	$2,262	$2,431	$5,665	$2,672	$3,327	$2,612	$1,557	$3,229	$2,204	$3,468	$4,742	$4,836	$3,475	$1,362
Total Net Revenue	$71,322	$70,679	$70,669	$80,839	$65,946	$69,205	$66,804	$65,576	$68,024	$69,297	$71,503	$69,313	$69,384	$69,931	($548)
Net Patient Revenue as a % of Gross	20.46%	21.31%	21.98%	24.42%	18.54%	18.53%	19.35%	18.74%	18.39%	19.67%	20.09%	20.57%	17.50%	20.17%	(2.67%)

EXPENSE	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Salaries, Wages and Benefits	$37,754	$37,304	$39,050	$36,373	$39,982	$39,519	$40,223	$41,365	$40,360	$41,105	$45,054	$43,368	$39,398	$40,122	($723)
Supplies	$15,555	$13,326	$10,786	$8,950	$13,170	$12,985	$12,164	$10,783	$11,162	$11,479	$10,880	$14,728	$14,622	$12,164	$2,458
Other	$14,434	$14,906	$15,278	$21,736	$14,386	$14,535	$14,685	$13,776	$15,439	$15,617	$14,791	$15,197	$16,469	$15,398	$1,071
Total Operating Expense	**$67,742**	**$65,537**	**$65,114**	**$67,059**	**$67,538**	**$67,039**	**$67,072**	**$65,925**	**$66,961**	**$68,201**	**$70,725**	**$73,294**	**$70,490**	**$67,684**	**$2,806**

INCOME FROM OPS	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	12-Mo Avg	Mar to Avg Var
Total Inc from Ops	$3,580	$5,142	$5,555	$13,780	($1,591)	$2,165	($269)	($349)	$1,063	$1,096	$778	($3,980)	($1,106)	$2,248	($3,353)
Add back: Depr & Amort.	$2,018	$2,023	$2,577	$2,088	$2,077	$2,100	$2,094	$2,186	$2,158	$2,157	$2,119	$2,141	$2,714	$2,145	$569
Tot Inc from Ops plus Depr & Amort.	**$5,598**	**$7,166**	**$8,132**	**$15,868**	**$486**	**$4,265**	**$1,825**	**$1,836**	**$3,221**	**$3,253**	**$2,897**	**($1,840)**	**$1,608**	**$4,392**	**($2,785)**

SALARY & BENEFIT EXPENSE – MAR

	Actual	Budget	Variance	% Variance
Salaries	$24,800,766	$24,422,240	($378,526)	(1.55%)
Benefits	$11,433,067	$11,603,021	$169,953	1.46%
Overtime	$836,203	$809,756	($26,448)	(3.27%)
Contract Labor	$2,328,416	$802,241	($1,526,175)	(190.24%)
TOTAL	**$39,398,453**	**$37,637,257**	**($1,761,196)**	**(4.68%)**
Paid FTEs	3,462	3,504	42	1.19%
SWB per FTE	$11,380	$10,742	($638)	(5.94%)
SWB/APD	$1,906	$2,267	$361	15.90%
SWB % of Net	61.04%	63.23%	-	2.19%

EXPENSES – MAR

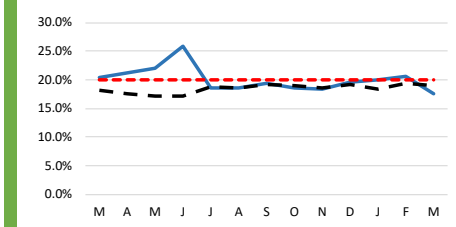
	Actual	Budget	Variance	% Variance
Professional Fees	$3,759,886	$3,730,508	($29,379)	(0.79%)
Supplies	$14,622,132	$12,019,866	($2,602,266)	(21.65%)
Purchased Services	$6,841,234	$5,591,764	($1,249,470)	(22.34%)
Depreciation & Amortization	$2,713,545	$2,224,662	($488,883)	(21.98%)
Repairs & Maintenance	$941,286	$649,406	($291,880)	(44.95%)
Utilities	$108,528	$344,885	$236,356	68.53%
Other Expenses	$1,315,116	$1,281,390	($33,726)	(2.63%)
Rental/Leases	$789,510	$757,809	($31,700)	(4.18%)
Total Other Expenses	**$31,091,237**	**$26,600,289**	**($4,490,947)**	**(16.88%)**

KEY FINANCIAL INDICATORS – MAR

PROFITABILITY

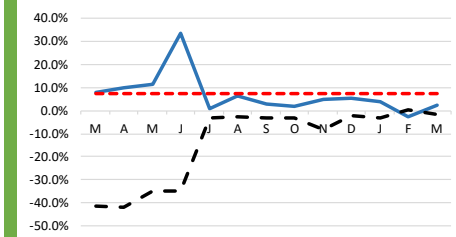
17.5% Net to Gross Ratio

Mar-22 (Rolling 12 Avg: 20.0%)



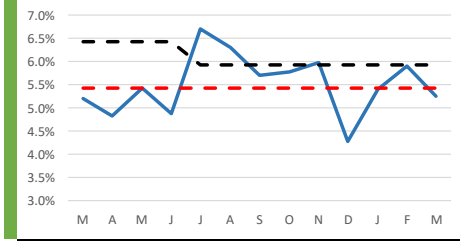
2.3% Operating Margin

Mar-22 (Rolling 12 Avg: 7.4%)



5.3% Cost to Collect

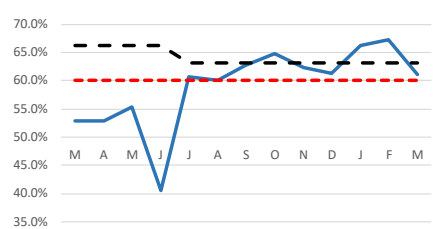
Mar-22 (Rolling 12 Avg: 5.4%)



LABOR

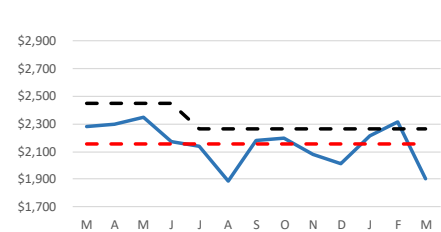
61.0% Salaries, Wages and Benefits as % of Net Patient Revenue

Mar-22 (Rolling 12 Avg: 60.1%)



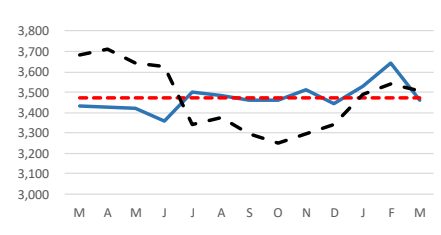
$ 1,906 Salaries, Wages and Benefits/Adjusted Patient Day

Mar-22 (Rolling 12 Avg: 2,156)



3,462 Paid FTEs

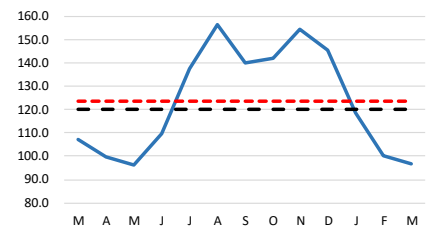
Mar-22 (Rolling 12 Avg: 3,472)



LIQUIDITY

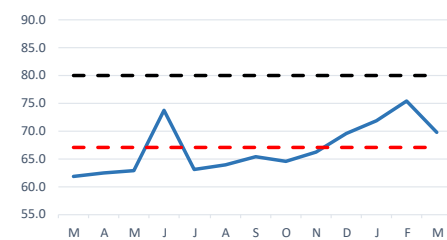
96.8 Days Cash on Hand

Mar-22 (Rolling 12 Avg: 123.5)



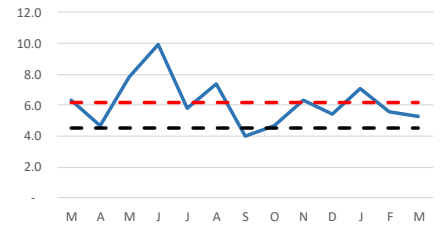
69.7 Net Days in Accounts Receivable

Mar-22 (Rolling 12 Avg: 66.9)



5.3 Candidate for Billing Days

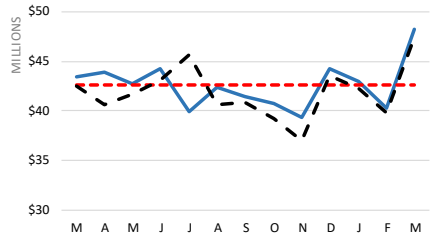
Mar-22 (Rolling 12 Avg: 6.2)



CASH COLLECTIONS

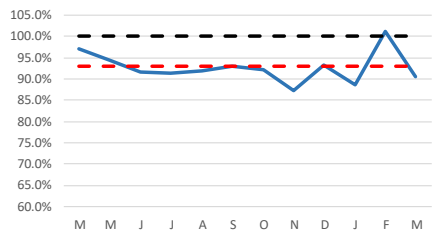
101.7% Cash Collection Goal

Mar-22 (Rolling 12 Avg: 101.8%)



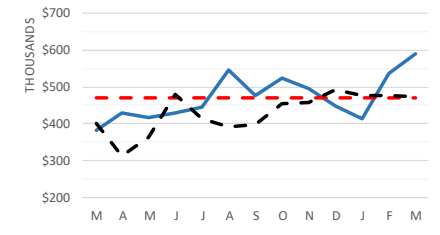
90.5% Cash Collections as % of Adjusted Net Revenue

Mar-22 (Rolling 12 Avg: 92.9%)



124.4% POS Collection Goal

Mar-22 (Rolling 12 Avg: 109.7%)



Actual
Rolling Average
Target

CAPITAL PLAN- FY22

Total FY22 Capital Funds: $31M

Category	Growth or Maint.	Item/ Group	Project Cost	PO Amount	Spent Amount
Service Line Enhancement	Growth	OR / Endo Expansion	$2,305,000	$91,784	$90,000
		Items <$500k each	$1,596,324	$1,057,311	$831,906
	Process Improvements	Items <$500k each	$474,733	$313,190	$0
	Maintenance	Items <$500k each	$1,118,073	$407,285	$293,763
		Pharmacy IV Room Remodel	$770,222	$0	$0
Service Line Enhancement Total			**$6,264,351**	**$1,869,570**	**$1,215,669**
Replacement / Patient Safety Equipment	Growth	Pathology Histology Automation	$622,581	$622,581	$0
		Items <$500k each	$171,780	$171,445	$171,445
	Process Improvements	Items <$500k each	$400,000	$0	$0
	Maintenance	Items <$500k each	$4,218,657	$1,260,064	$768,883
		Surgical Lights	$1,850,000	$0	$0
		Enduser Devices	$1,750,000	$124,453	$2,338
		Autoclave & Boiler System	$1,200,000	$0	$0
		Anesthesia Machines	$842,394	$663,233	$0
		Data Backup System	$500,000	$241,934	$0
Replacement / Patient Safety Equipment Total			**$11,555,412**	**$3,083,710**	**$942,666**
Master Plan	Growth	Loading Dock Expansion Project	$781,658	$0	$0
		Items <$500k each	$573,610	$0	$0
	Maintenance	First Floor Refresh - Additional Funding	$1,200,000	$1,225,810	$0
		2231 Entrance Re-Model	$605,575	$0	$0
		Items <$500k each	$436,865	$44,795	$11,045
Master Plan Total			**$3,597,708**	**$1,270,605**	**$11,045**
Grand Total			**$21,417,471**	**$6,223,885**	**$2,169,380**

CAPITAL SPEND

FY	Total Capital Funds	Allocated to Projects	PO Created	Actual Cash Spent at Mar Month End	Actual Cash Spent at Feb Month End
FY 2022	$31,000,000	$21,417,471	$6,223,885	$2,169,380	$2,021,704
FY 2021	$15,000,000	$12,499,286	$5,796,196	$4,118,725	$4,118,725
FY 2020	$31,000,000	$30,999,575	$24,664,433	$21,223,927	$21,216,767

FY22 CASH FLOW

	March 2022	February 2022	January 2022	YTD of FY2022
Operating Activities				
Cash received from patients and payors	58,025,334	47,124,689	48,334,959	615,131,894
Cash paid to vendors	(32,730,416)	(29,427,186)	(64,320,114)	(296,758,251)
Cash paid to employees	(34,423,532)	(38,807,986)	(39,974,192)	(334,399,465)
Other operating receipts/(disbursements)	4,608,064	3,181,120	2,229,680	29,059,851
Net cash provided by/(used in) operations	(4,520,550)	(17,929,363)	(53,729,668)	13,034,030
Investing Activities				
Purchase of property and equipment, net	(645,040)	(1,382,940)	(1,202,205)	(10,683,892)
Interest received	178,591	182,090	248,141	52,308
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	282,117	827,335	32,947,687	32,703,992
Net cash provided by/(used in) investing activities	(184,333)	(373,516)	31,993,623	22,072,408
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other				
Borrowing/(repayment) of debt	-	-	-	(6,170,000)
Interest paid	(200,493)	-	-	(496,620)
Other	50,000	-	-	50,000
Net cash provided by/(used in) financing activities	(150,492)	-	-	(6,616,620)
Increase/(decrease) in cash	(4,855,375)	(18,302,879)	(21,736,045)	28,489,818
Cash beginning of period	67,946,078	86,248,957	107,985,002	34,600,886
Cash end of period	63,090,703	67,946,078	86,248,957	63,090,703
Unrestricted cash	63,090,703	67,946,078	86,248,957	63,090,703
Cash restricted by donor	4,896,282	4,771,784	3,680,025	4,896,282
Internally designated cash	146,974,188	147,256,305	148,083,639	146,974,188

FY22 BALANCE SHEET HIGHLIGHTS

	Mar 2022	Feb 2022	Jan 2022
CASH			
Unrestricted	$ 63.1	$ 68.0	$ 86.2
Restricted by donor	4.9	4.8	3.7
Internally designated	147.0	147.3	148.1
	$ 215.0	$ 220.0	$ 238.0
NET WORKING CAPITAL	$ 185.9	$ 179.0	$ 186.5
NET PP&E	$ 200.2	$ 199.7	$ 198.2
LONG-TERM DEBT	$ 6.6	$ 6.6	$ 6.6
NET PENSION LIABILITY	$ 510.3	$ 510.3	$ 510.3
NET POSITION	$ (314.6)	$ (312.7)	$ (307.7)

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
April 20, 2022

Agenda Item #
14

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

Issue: **Proposed Final Budget for FY 2023**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee review and receive feedback on the Proposed Final FY 2023 Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. *(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2023 Operating Budget.

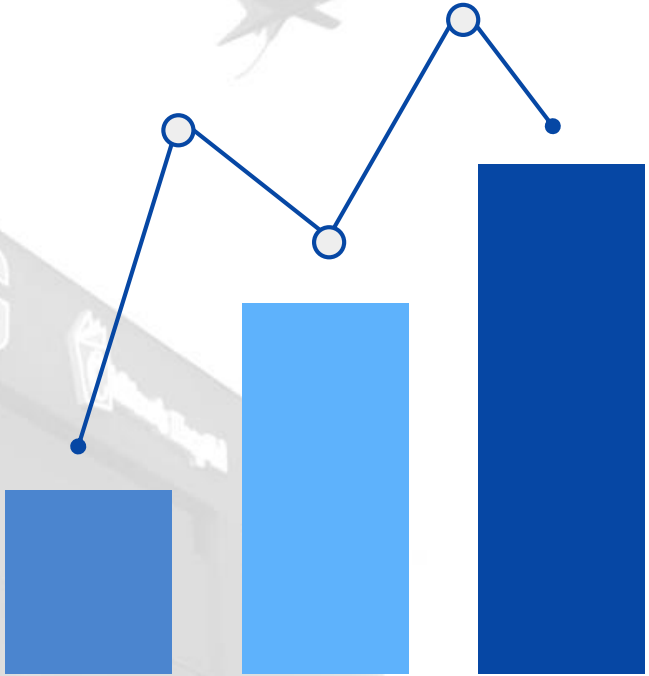
Cleared for Agenda
April 20, 2022

Agenda Item #
15

FY 2023
Final Budget

April 20, 2022

Audit & Finance Committee



FY 2023 BUDGET KEY STATS

	FY23 Budget	FY23 Prelim Budget	Variance	%	FY21 Actuals	FY19 Actuals
APDs	213,870	205,163	8,707	4.24%	196,435	187,023
Total Admissions	23,867	22,534	1,333	5.91%	19,761	24,355
Observation Days	13,977	14,932	(956)	(6.40%)	12,986	16,812
AADC	586	562	24	4.24%	538	512
ALOS (Adm)	5.77	5.80	(0.04)	(0.66%)	6.70	5.30
Hospital CMI	2.00	2.00	-	-	2.04	1.82
Medicare CMI	2.06	2.06	-	-	2.11	2.21
IP Surgery Cases	9,801	9,801	-	-	8,820	9,831
OP Surgery Cases	6,082	6,082	-	-	5,951	6,168
Total ER Visits	113,407	113,407	-	-	96,451	113,428
Quick Care	198,894	198,894	-	-	148,696	184,020
Primary Care	62,796	62,796	-	-	62,169	65,790
Deliveries	1,471	1,471	-	-	1,269	1,848

FY 2023 BUDGET KEY STATS

	FY23 Budget	FY22 Projection	Variance	%	FY21 Actuals	FY19 Actuals
APDs	213,870	237,033	(23,163)	(9.77%)	196,435	187,023
Total Admissions	23,867	21,974	1,893	8.61%	19,761	24,355
Observation Days	13,977	16,008	(2,032)	(12.69%)	12,986	16,812
AADC	586	649	(63)	(9.77%)	538	512
ALOS (Adm)	5.77	7.22	(1.45)	(20.09%)	6.70	5.30
Hospital CMI	2.00	1.95	0.05	2.56%	2.04	1.82
Medicare CMI	2.06	2.00	0.06	3.00%	2.11	2.21
IP Surgery Cases	9,801	9,359	442	4.72%	8,820	9,831
OP Surgery Cases	6,082	5,536	546	9.87%	5,951	6,168
Total ER Visits	113,407	108,322	5,085	4.69%	96,451	113,428
Quick Care	198,894	197,703	1,191	0.60%	148,696	184,020
Primary Care	62,796	62,378	418	0.67%	62,169	65,790
Deliveries	1,471	1,428	43	3.00%	1,269	1,848

FY 2023 BUDGET INCOME STATEMENT SUMMARY

REVENUE	FY23 Budget	FY23 Prelim Budget	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Gross Patient Revenue	$4,076,553,693	$4,006,892,724	$69,660,969	1.74% ▲	$3,656,369,117	$3,401,456,652
Net Patient Revenue	$766,586,157	$748,356,040	$18,230,117	2.44% ▲	$739,679,046	$669,985,997
Other Revenue	$31,095,723	$31,095,723	-	- -	$65,480,535	$20,353,725
Total Operating Revenue	**$797,681,880**	**$779,451,762**	**$18,230,117**	**2.34%** ▲	**$805,159,581**	**$690,339,722**
Net Patient Revenue as a % of Gross	18.80%	18.68%	0.13%		20.23%	19.70%

EXPENSE	FY23 Budget	FY23 Prelim Budget	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Operating Expense	**$792,684,185**	**$786,781,133**	**($5,903,052)**	**(0.75%)** ▼	**$800,451,247**	**$686,332,374**

INCOME FROM OPS	FY23 Budget	FY23 Prelim Budget	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Inc from Ops	**$4,997,695**	**($7,329,370)**	**$12,327,065**	**(168.19%)** ▼	**$4,708,334**	**$4,007,348**
Add back: Depr & Amort.	$27,615,936	$27,615,936	-	- -	$24,316,871	$28,595,579
Tot Inc from Ops plus Depr & Amort.	**$32,613,631**	**$20,286,565**	**$12,327,065**	**60.76%** ▲	**$29,025,205**	**$32,602,927**

FY 2023 BUDGET INCOME STATEMENT SUMMARY

REVENUE	FY23 Budget	FY22 Projection	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Gross Patient Revenue	$4,076,553,693	$4,078,046,536	($1,492,843)	(0.04%) ▼	$3,656,369,117	$3,401,456,652
Net Patient Revenue	$766,586,157	$777,917,195	($11,331,038)	(1.46%) ▼	$739,679,046	$669,985,997
Other Revenue	$31,095,723	$34,073,641	($2,977,918)	(8.74%) ▼	$65,480,535	$20,353,725
Total Operating Revenue	**$797,681,880**	**$811,990,836**	**($14,308,956)**	**(1.76%)** ▼	**$805,159,581**	**$690,339,722**
Net Patient Revenue as a % of Gross	18.80%	19.08%	(0.27%)		20.23%	19.70%

EXPENSE	FY23 Budget	FY22 Projection	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Operating Expense	**$792,684,185**	**$806,839,799**	**$14,155,614**	**1.75%** ▲	**$800,451,247**	**$686,332,374**

INCOME FROM OPS	FY23 Budget	FY22 Projection	Variance	% Variance	FY21 Actuals	FY19 Actuals
Total Inc from Ops	**$4,997,695**	**$5,151,037**	**($153,342)**	**(2.98%)** ▼	**$4,708,334**	**$4,007,348**
Add back: Depr & Amort.	$27,615,936	$25,237,519	$2,378,416	(9.42%) ▼	$24,316,871	$28,595,579
Tot Inc from Ops plus Depr & Amort.	**$32,613,631**	**$30,388,556**	**$2,225,074**	**7.32%** ▲	**$29,025,205**	**$32,602,927**

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
April 20, 2022

Agenda Item #
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