Governing Board

May 27, 2020 2:00 p.m.

University Medical Center Trauma Building, ProVidence Suite (5th Floor)

Conference Dial-In Number: 844-740-1264 and Participant Access Code: 283714921

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
May 27, 2020, 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, May 27, 2020, commencing at 2:00 p.m. at the location listed above to consider the following:

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

This will be a telephonic meeting. You may access the meeting by dialing 844-740-1264 and pass code 283714921.

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

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

SECTION 1. OPENING CEREMONIES

- 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, Agenda Coordinator, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment

2. Approval of Minutes of the regular meeting of the UMC Governing Board on April 29, 2020. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Accept a report on the emergency lab renovation; and take action as deemed appropriate.

5. Approve the LIAISON XL COVID-19 Proposal between DiaSorin Inc. (fka Focus Diagnostics) and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any COVID-related amendments; and take action as deemed appropriate. *(For possible action)*

6. Approve the Fifth Amendment to Memorandum of Understanding with DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*

7. Approve the Service Agreement with Intuitive Surgical, Inc.; and take action as deemed appropriate. *(For possible action)*

8. Ratify the Professional Services Agreement for Adult Urology On-Call Coverage with Las Vegas Urology, LLP; signed by the Chief Executive Officer and authorize to exercise any extension options. *(For possible action)*

9. Review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Emergency Purchase Order with Medical Buyers Group, Inc. for the purchase of COVID-19 Swab Test Kits; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fifth Amendment to the Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine or School); and authorize the Chief Executive Officer to take action as deemed appropriate. *(For possible action)*

11. Approve the Service Agreement and Addendum with Philips Healthcare for the Zenition 70 Mobile C-Arm; authorize the Chief Executive Officer to approve future renewals within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

12. Review and approve for award RFP No. 2020-02 Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, Inc. d/b/a Sunbelt Medical International; authorize the Chief Executive Officer to sign the Agreement and exercise any renewal options; and take action as deemed appropriate. *(For possible action)*

13. Approve the Participating Facility Agreement and Medicare Advantage Addendum with SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc.; and authorize the Chief Executive Officer to sign the Agreement and Addendum. *(For possible action)*

14. Approve review and recommend for ratification by the Board of Hospital Trustees the Sales, and Service Agreements with Fisher HealthCare for the purchase of testing equipment and supplies; and take action as deemed appropriate. *(For possible action)*

15. Ratify an Emergency Purchase Order with W. W. Grainger, Inc. for COVID-19 Surgical Masks; *(For possible action)*

16. Ratify the Emergency Purchase Order with Health Research Systems, Inc. for COVID-19 Personal Protective Equipment *(For possible action)*

17. Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fourth Amendment with Spring Valley Town Center Las Vegas, NV to extend the lease of the Spring Valley Quick Care through June 30, 2025; and authorize Chief Executive Officer to sign the amendment. *(For possible action)*

SECTION 3: BUSINESS ITEMS

18. Receive an educational presentation from Keith Slade, UMC's Privacy Officer on UMC's HIPAA Privacy Program.

19. Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada that an amendment to Chapter 3.74 of the Clark County Code be introduced and a public hearing be set; and direct staff accordingly. *(For possible action)*

20. Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada an amendment to the Bylaws of University Medical Center of Southern Nevada; and direct staff accordingly. *(For possible action)*

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

22. Receive the monthly financial report for April 2020, and take any action deemed appropriate. *(For possible action)*

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

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

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. 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 UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION AND COUNTY COUNSEL.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

University Medical Center of Southern Nevada
Governing Board
April 29, 2020

UMC ProVidence Conference Room
UMC Trauma Building (5th Floor)
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, April 29, 2020
2:00 p.m.

The University Medical Center Governing Board met in regular session via WebEx, at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:09 p.m. by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair

Present (Via Phone):
Donald Mackay, M.D., Vice-Chair
Robyn Caspersen
Harry Hagerty
Laura Lopez-Hobbs
Christian Haase
Renee Franklin
Mary Lynn Palenik
Jeff Ellis

Ex-Officio Members:

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

Others Present:
Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
Jennifer Wakem, Chief Financial Officer
Lonnie Richardson, Chief Information Officer
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board on March 25, 2020. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION: A motion was made by Member Franklin that the Minutes be approved as recommended. Motion carried by unanimous vote.

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

Member Casperson proposed that Item 15 be moved to follow Item 17 on the agenda**.**

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

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Ratify the Price Quotation with Carefusion for the capital purchase of ventilators; authorize the Chief Executive Officer to execute future COVID-related amendments within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- CareFusion Purchase Quote
- CareFusion Disclosure of Ownership
- HPG Ventilator Sourcing Letter dated March 2020

ITEM NO. 5 Ratify the Simplexa COVID-19 Direct Purchase Agreement between DiaSorin Molecular, LLC (f/k/a Focus Diagnostics) and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any COVID-related amendments; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- DiaSorin Test Kit – COVID-19 Purchase Order
- Emergency Use Authorization - Simplexa
- DiaSorin Assignment Letter – Focus Diagnostics

ITEM NO. 6 Ratify the Sales and Service Agreements with Fisher HealthCare for the purchase of testing equipment and supplies; authorize the Chief Executive

Officer to execute future COVID-related amendments within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Fisher Healthcare Quote
- Life Technologies Corp. Disclosure of Ownership
- Thermofisher Disclosure of Ownership
- Life Technologies Corp. Service Agreement
- Lab Distribution Sourcing Letter dated April 2020

ITEM NO. 7 Ratify Amendment One to Primary Care Physician Participation Agreement with LifePrint Health, Inc. d/b/a OptumCare signed by the Chief Executive Officer. *(For possible action)*

DOCUMENTS SUBMITTED:
- Optum Care Amendment One

ITEM NO. 8 Approve Amendment Four to Agreement for Physician On-Call Services with Children's Urology Associates, LLC for on-call pediatric urology services; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action*

DOCUMENTS SUBMITTED:
- Amendment Four to Agreement for Physician On- Call Services

ITEM NO. 9 Approve the Third Amendment to Service Agreement between University Medical Center of Southern Nevada and Compass Group USA, Inc. by and through its subsidiary Crothall Facilities Management; authorize the Chief Executive Officer to execute future schedule changes for the addition or deletion of equipment within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Crothall Third Amendment to Service Agreement
- Compass Group Disclosure of Ownership

ITEM NO. 10 Approve the Agreement for Locum Tenens Coverage with Staff Care, Inc. for physician staffing services; authorize the Chief Executive Officer to sign the Agreement; exercise any extension options; and execute future Confirmation Letters within the not-to-exceed yearly amount of this Agreement. *(For possible action)*

DOCUMENTS SUBMITTED:
- Staff Care Agreement for Locum Tenens Coverage

ITEM NO. 11 Approve the Amendment Two to Agreement for Remote Application Support and Revenue Cycle Denials, Coding, and Quality Optimization between BlueTree Network, Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DRAFT

DOCUMENTS SUBMITTED:
- Amendment Two to Agreement
- Disclosure of Ownership/Principals

ITEM NO. 12 Approve the Maintenance Renewal and Amendment 1 to the Enterprise License Agreement between Citrix Systems, Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Renewal Quote
- Disclosure of Ownership
- Amendment One to Enterprise License Program Terms

ITEM NO. 13 Ratify the Agreement for Ambulatory Care Janitorial Services between SMS Healthcare Care, Inc. and University Medical Center; authorize the Chief Executive Officer to exercise renewal options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- SMS Healthcare Service Agreement
- Service Management System Disclosure of Ownership/Principals
- Business Associate Agreement
- Sourcing Letter dated April 2020

ITEM NO. 14 Recommend for approval by the Board of County Commissioners, sitting as the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement agreement in the matter of Clark County District Court Case A-19-805763-C, entitled *Childress v. Compan; and University Medical Center of Southern Nevada*; and authorize the Chief Executive Officer to execute any necessary settlement documents. *(For possible action)*

DOCUMENTS SUBMITTED:
- Liability Settlement Release

FINAL ACTION: A motion was made by Member Hagerty to approve the items on the Consent Agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 16 Receive the monthly financial report for February and March FY20, and take any action deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

DRAFT

- February FY2020 Financial Report
- March FY2020 Financial Report

February Financials:
Key indicators for the month of February were reviewed. Admissions along with hospital CMI, Medicare CMI and inpatient surgeries were down for the month. Outpatient surgeries were up 19%. Special notice was given to the ED to admission and observation rate for the month was 19.4%. Quick cares were below budget. Net revenue was below budget $4.1 million but expenses were favorable to budget $1.8 million. Year to date for the month of February was positive to budget $143k. Salaries, wages and benefits were favorable 1.1% and other expenses were favorable $1.4 million for the month.

March Financials:
Key indicators for the month of March showed admissions were down 22%. Medicare CMI, inpatient and outpatient surgeries were also below budget for the month. The emergency room conversion rate was at 19.6% compared to prior year of 24%. Quick cares and primary cares were below budget. It is to be noted that this decrease in volumes was driven by the Covid-19 pandemic .

Summary income statement showed total revenue was down $7.6 million. Operating expenses were slightly over budget $400k. The year to date income statement showed a loss of $100k. Salaries, wages and benefits were slightly over budget at $245k. While surgeries were down, expenses were slightly over budget because of the supplies needed for the COVID -19 PPE requirements.

ITEM NO. 17 Receive the FY 2021 Proposed Final Operating Budget to be submitted to Clark County and discuss any changes, and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- FY2021 Proposed Operating Budget
- FY2021 Revised Budget

Chair O'Reilly gave an overview of the revised budget which coinsides with the County Budget to reflect the recovery and regrowth expected over the next 4 years. He highlighted the challenges that are being faced with the hospital, as well as within the community.

Dr. Kahn inquired if the budget presented includes any stimulus money that would be received from the federal government. Ms. Wakem responded that the stimulus money allocations was not included in the budget total.

Member Caspersen requested further explanation of how the payor mix deterioration is factored into the budget for FY 2021.

Ms. Wakem explained that a significant payor mix deterioration was factored in for the 2021 budget. Discussion continued detailing the factors involved in drafting a budget with assumptions in unemployment, self pay, Medicaid and Medicare volumes.

DRAFT

It was suggested that the budget be reviewed on a monthly basis.

Discussion continued with Chair O'Reilly providing an overview of the quality work being done by the finance team.

FINAL ACTION: A motion was made by Member Dr. Mackay to adopt the Revised Proposed FY 2021 Budget as presented for submission Clark County for approval. Motion carried by unanimous vote.

ITEM NO. 15 Receive a report from the Governing Board Audit and Finance Committee, and take any action deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED: Member Robyn Casperson provided a report of the Governing Board Audit and Finance Committee meeting held on April 22, 2020.

The meeting was called to order at 2:01 pm. There was no public comment and the agenda and minutes were approved. A quorum of members was present.

The proposed budget was discussed and there were a number of consent and business items that were reviewed, and all of the contracts that were approved were part of today's consent agenda.

There were no emerging issues identified, no public comments and the meeting adjourned at 3:02pm.

ITEM NO. 18 Receive an update on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED: None

Dr. Kahn was introduced as the new Dean for the UNLV School of Medicine. He expressed his enthusiasm to be here and is encouraged by the partnership with the School of Medicine and University Medical Center. He stated we will have a great opportunity to serve the community.

A brief update was provided regarding the remote learning process with medical students across the country and he is eager to have the students return to patient care as soon as it is safe to do so. There has been progress with establishing a plasma program and antibody testing which are very important steps moving forward in reopening the city.

Chair O'Reilly concluded by stating that working together we can take what has been described as a challenge and convert it from a negative into a positive.

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ITEM NO. 19 Receive an update from the Hospital CEO, and take any action deemed appropriate. *(For possible action)*

Mr. VanHouweling gave an update on the indicators and bench marks relating to the response to COVID-19.

Hospital patient volumes, acute care and ICU bed counts, staffing and supplies, including ventilators and PPE were provided in detail. Current available treatment options were discussed, as well as therapies for those critical care patients. It was noted that hospital capacity is being managed and we are not operating in a crisis mode.

Demographic statistics were provided. The hospital is able to do it's own hospital testing. Community and employer testing opportunities are being explored.

Medically necessary procedures will begin on Monday, May 4th. A surgeon advisor team has been created to make ensure the safety of patients and staff and proper use of PPE.

The discussion continued with details regarding laboratory testing volumes throughout the state and the increase that is expected to take place by June.

Mr. VanHouweling concluded by thanking everyone for all the work that is being done.

DOCUMENT(S) SUBMITTED: None

SECTION 4: EMERGING ISSUES

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

There were no emerging issues identified and not public comments.

FINAL ACTION: None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

There being no further business to come before the Board at this time, at the hour of 3:08 PM, Chair O'Reilly adjourned the meeting.

Minutes Prepared by Stephanie Ceccarelli

APPROVED:

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report of an Emergency Contract Action for Lab Renovation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report on the emergency lab renovation; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000848000
Funded Pgm/Grant: N/A
Amount: $251,850.00
CBE: NRS 338.011 (2)
Description: Report of Emergency Contract Action for Lab Renovation

BACKGROUND:

In accordance with NRS 338.011 (2) if the authorized representative or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, he or she shall report it to the governing body at its next regularly scheduled meeting.

In response to the COVID-19 pandemic UMC required immediate renovation to existing space to expand the Lab to accommodate additional testing. Affordable Concepts provided design build services to remodel approximately 1,900 square feet of UMC's existing Rehab/PT area.

These circumstances meet the definition of an emergency as set forth in NRS 338.011(1) and (2):

NRS 338.011 Applicability: Contracts related to normal operation and normal maintenance; contracts related to emergency. The requirements of this chapter do not apply to a contract:

1. Awarded in compliance with chapter 332 or 333 of NRS which is directly related to the normal operation of the public body or the normal maintenance of its property.
2. Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public. If the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be

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let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, the authorized representative shall report the contract or contracts to the public body at the next regularly scheduled meeting of the public body.

In accordance with NRS 332.112, UMC entered into an agreement with Affordable Concepts without utilizing the competitive bidding process in order to perform the emergency work to renovate COVID-19 response support areas. Per NRS 338.011(2), UMC must report emergency contracts to the governing body at its next regularly scheduled meeting. UMC's Chief Executive Officer and/or General Counsel will report this contract to the Governing Board at its May 27, 2020 meeting.

This Report was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316732-211

Order Date	04/17/2020
Last change date	04/17/2020
Payment Terms	N/A
Buyer	Patricia Turner
Phone	702-207-8337
Required Delivery Date	04/20/2020
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:866329
AFFORDABLE CONCEPTS INC
P 702-399-3330; F 702-399-1930
2975 W LAKE MEAD BLVD
NORTH LAS VEGAS NV 89032
Fax:: 702-399-1930

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	SUPPLEMENTAL LAB TENANT IMPROVEMENT	251,850.00	USD	1.00 / USD	251,850.00

Total $ 251,850.00

INSTRUCTIONS TO VENDOR:

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

SIGNATURE

DATE: 04/17/2020

Patricia Turner

Patricia Turner
PHONE :702-207-8337

DESIGN-BUILD PROPOSAL

BID NAME: **UMC: Supplemental Lab Tenant Improvement**

BID DATE: *April 16, 2020*

Scope: ***Provide design build services as required to remodel approximately 1,900 sf of existing Rehab/PT Area Based on A-1 Floor Plan by Ned Cole Architect dated 4/15/2020.***

Affordable Concepts Inc.
General Contractor
2975 W. Lake Mead Blvd.
N. Las Vegas, NV 89032
702.399.3330 | Fax 702.399.1930
Lic. #23287B | #57821AB
www.affordableconcepts.com

Certified Healthcare Constructor

We Build You Benefit

HARD DOLLAR COSTS:	0	
OVERHEAD (5%):	$	
PROFIT TOTAL (5%):	$	
G.L. INSURANCE (1%)	$0	
CONST. BASE BID TOTAL:	**$**	%
PROFESSIONAL FEES:	$	%
PERMIT FEES:	$	%
F,F & E:	**BY OWNER**	
TESTING & INSPECTIONS:	$	%
RISK MITIGATION:	$0	%
TOTAL ESTIMATED COST:	**$251,850**	

Total S.F.:	*1,900*		
Const. Cost per S.F.:	*$*	*Total Cost per S.F.:*	*$*

SALES TAX INCLUDED

PHASE CODE	SCOPE OF WORK		DESCRIPTION	COST	COST per S.F.	SUBCONT.
01004	ARCHITECTURAL FEES:	$0	***Permittable Drawings***	*$*	$	aci
	FIRE PROTECTION ENGINEERING:	$0	*should not be required*	*$0*	$	not applicable
	STRUCTURAL ENGINEERING:	$0	*should not be required*	*$0*	$0.00	not applicable
01030	MECHANICAL / HVAC ENGINEERING:	$0	***BY SUBCONTRACTOR***	*$*	$	sms
01030	PLUMBING ENGINEERING:	$0	***BY SUBCONTRACTOR***	*$*	$	sms
01030	ELECTRICAL ENGINEERING:	$0	***BY SUBCONTRACTOR***	*$*	$	master elect.
	INTERIOR DESIGNER:	$0	*should not be required*	*$0*	$0.00	not applicable
	EQUIPMENT PLANNER:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	F,F & E PACKAGE:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	MEDICAL / LAB. EQUIPMENT:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	ARTWORK:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	TELEMETRY:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	JOB SITE SECURITY:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
	BUILDERS RISK INSURANCE:	**$0**	*BY OWNER*	***$0***	$0.00	**BY OWNER**
01070	CITY / COUNTY PLAN CHECK & PERMIT FEES:	*$0*	*Allowance*	*$*	$	aci
	CITY / COUNTY EXPRESS PLAN CHECK:	*$0*	*should not be applicable*	*$0*	$0.00	not applicable
01070	STATE HEALTH / BLC PLAN CHECK & PERMIT FEES:	*$0*	*Allowance*	*$*	$	aci
01070	STATE FIRE MARSHAL PLAN CHECK & PERMIT:	*$0*	*Allowance*	*$*	$	aci
	PLUMBING / CONNECTION FEES:	*$0*	*should not be applicable*	*$0*	$0.00	not applicable
	TRANSPORTATION FEES:	*$0*	*should not be applicable*	*$0*	$0.00	not applicable
01410	THIRD PARTY QUALITY ASSURANCE TESTING:	$0	*Allowance*	*$*	$	aci
	ELECTRICAL COORD. / ARCH FLASH STUDY:	$0	*should not be required*	*$0*	$0.00	not applicable

PHASE CODE	SCOPE OF WORK		COST	DESCRIPTION	COST per S.F.	SUBCONT.
	GENERAL CONDITIONS:	$				aci
01036	SUPERVISION & PROJECT MANG.:		$	*Full time supervision and part time project management as required*	$	aci
01037	EXPEDITING:		$	*misc. pick-up & delivery of equipment & materials as req.*	$	aci
	CONSTRUCTION PHOTOS:		$	*should not be required*	$	BY OWNER
01005	PLAN COPIES:			*reprographic & scanning as required*	$	aci
01390	DUST & INFECTIOUS CONTROL:		$	*Cost for filters, sticky mats, visqueen, zippers...*	$	aci
	CONSTRUCTION WATER:		$0	*cost for temp. connection. No monthly fee*	$	BY OWNER
	TEMP. POWER & LIGHTING:		$0	*cost for temp. connection & lighting. No monthly fee*	$	BY OWNER
01512	TEMP. PHONE & COMM.:		$	*cell phones, laptops & wifi connectivity*	$	aci
01513	PORTA-POTTY:		$	*Utilize existing restroom but maintain supplies and cleanliness*	$	aci
01514	VEHICLE FUEL COST:		$	*for job specific vehicles*	$	aci
	JOBSITE SECURITY:		$0	*should not be required*	$	BY OWNER
01640	EQUIPMENT RENTAL:		$	*negative air machines*	$	aci
01700	PROGRESSIVE CLEAN:		$	*daily construction clean up as req.*	$	aci
01705	DUMPSTERS:		$	*based on (1) each dumpsters*	$	aci
01710	FINAL CLEAN:		$	*final construction clean up. Does not include terminal clean*	$	aci

PHASE CODE	SCOPE OF WORK	BASE BID	PERCENT	DESCRIPTION	COST per S.F.	SUBCONT.
01410	ASBESTOS TESTING:	$	0.%	*Asbestos Testing prior to demo*	$	aci
	ASBESTOS ABATEMENT:	$0		*should not be required*		NOT APPLICABLE

DESIGN-BUILD PROPOSAL

BID NAME: ***UMC: Supplemental Lab Tenant Improvement***

BID DATE: *April 16, 2020*

Scope: ***Provide design build services as required to remodel approximately 1,900 sf of existing Rehab/PT Area Based on A-1 Floor Plan by Ned Cole Architect dated 4/15/2020.***

Affordable Concepts Inc.
General Contractor
2975 W. Lake Mead Blvd.
N. Las Vegas, NV 89032
702.399.3330 | Fax 702.399.1930
Lic. #23287B | #57821AB
www.affordableconcepts.com

Certified Healthcare Constructor

We Build
You Benefit

HARD DOLLAR COSTS:	$		
OVERHEAD (5%):	$		
PROFIT TOTAL (5%):	$		
G.L. INSURANCE (1%)	$		
CONST. BASE BID TOTAL:	**$**	%	
PROFESSIONAL FEES:	$	%	
PERMIT FEES:	$	%	
F,F & E:	**BY OWNER**		
TESTING & INSPECTIONS:	$	%	
RISK MITIGATION:	$0	%	
TOTAL ESTIMATED COST:	**$251,850**		

Total S.F.:	*1,900*		
Const. Cost per S.F.:	*$*	*Total Cost per S.F.:*	*$*

SALES TAX INCLUDED

PHASE CODE	SCOPE OF WORK			DESCRIPTION	COST	COST per S.F.	SUBCONT.
01020	SAFETY & SMALL TOOLS:	$	%	safety, small tools & consumables		$	aci
02070	SELECT DEMOLITION:	$	%	Remove cabinets, doors & cut-in wall oepning as required.		$	aci
02070	CONC. REM. & REPLACE:	$	%	1 Core Drill		$	aci
	STRUCTURAL STEEL:	$0		should not be required		$	NOT APPLICABLE
06410	CASEWORK:	$	%	Provide and install cabinetry to include Box Box File Cabinets with SS Countertops at CW-1, CW-3, CW-4, CW-6, CW-7 and CW-8. Supply and install base cabinet with removable access panel and SS Countertops at CW-5. Supply and install Box Box File Cabinets with SS Countertops and Die Wall at CW-2 and CW-3. CW-2 and CW-3 to include wall caps. Includes (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW- CW-3, CW-4, CW-5, CW-6, CW-7 and CW-8		$	Herrick & O'Herron
ALT 1	CASEWORK UPPER CW-1	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-1		Herrick & O'Herron
ALT 2	CASEWORK UPPER CW-3	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-3		Herrick & O'Herron
ALT 3	CASEWORK UPPER CW-4	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-4		Herrick & O'Herron
ALT 4	CASEWORK UPPER CW-5	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-5		Herrick & O'Herron
ALT 5	CASEWORK UPPER CW-6	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-6		Herrick & O'Herron
ALT 6	CASEWORK UPPER CW-7	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-7		Herrick & O'Herron
ALT 7	CASEWORK UPPER CW-8	$0		($)	Deduct for (PL1) 12"D x 30"H wall cabinets with matching sloped tops and two adjustable shelves at CW-8		Herrick & O'Herron
06100	MISC. ROUGH CARPENTRY:	$	%	Misc Carpentry and labor by ACI		$	aci
	INSULATION:	$0		should not be required		$0.00	NOT APPLICABLE
	ROOF PATCHING:	$0		should not be required		$0.00	NOT APPLICABLE
07920	FIRESTOPPING:	$	%	Misc Fire caulking		$	aci
08110	DOORS, FRAMES & HARDW.:	$	%	Blank Hinge Plates at doors being removed and install one each reloacted door		$	aci
	ACCESS PANELS:	$0		should not be required		$0.00	NOT APPLICABLE
	GLAZING:	$0		should not be required		$0.00	NOT APPLICABLE
09260	INTERIOR FRAMING AND DRYWALL ASSEMBLY:	$	%	new drywall and framing at Electrical Room Ceiling, new doorway cut-in and patch all existing drywall areas being repainted as needed		$	aci
09900	INTERIOR PAINTING:	$	%	Paint all drywall surfaces with semi-gloss paint with color as selected by owner.		$	aci
09650	FLOORING:	$	%	Level floor in raised area and prep for new sheet vinyl, supply and install Armstrong Midintone, Flat lay heat welded and 6" Johnsonite pebble base		$	Impact Flooring
09510	ACOUSTICAL CEILINGS:	$	%	modify exisitng acoustical ceiing as required at new ceiling framing at electrical closet.		$	aci
10260	ACROVYN WALL PROTECTION:	$	%	Supply and install 4' Acrovyn Wainscot at new Sink Area		$	aci
	INT. BUILDING SIGNAGE:	$0		should not be required		$0.00	BY OWNER
	RESTROOM SPECIALTIES:	$0		should not be required		$0.00	NOT APPLICABLE
15413	FIRE SPRINKLERS:	$	%	Modify 1 sprinkler head at new electrical rm. ceiling.		$	aci
15100	PLUMBING:	$	%	Supply and install (1) new wall-hung lavatory sink with wrist blade faucet & eye wash, and remove & replace (1) existing stainless steel sink with a new stainless steel sink and new wrist blade faucet & eyewash.		$	gallagher plumb.

DESIGN-BUILD PROPOSAL

BID NAME: **UMC: Supplemental Lab Tenant Improvement**

BID DATE: *April 16, 2020*

Scope: ***Provide design build services as required to remodel approximately 1,900 sf of existing Rehab/PT Area Based on A-1 Floor Plan by Ned Cole Architect dated 4/15/2020.***

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HARD DOLLAR COSTS:	$	
OVERHEAD (5%):	$	
PROFIT TOTAL (5%):	$	
G.L. INSURANCE (1%)	$	
CONST. BASE BID TOTAL:	**$**	%
PROFESSIONAL FEES:	$	%
PERMIT FEES:	$	%
F,F & E:	**BY OWNER**	
TESTING & INSPECTIONS:	$	%
RISK MITIGATION:	$	%
TOTAL ESTIMATED COST:	**$251,850**	

Total S.F.:	*1,900*		
Const. Cost per S.F.:	*$*	*Total Cost per S.F.:*	*$*

SALES TAX INCLUDED

PHASE CODE	*SCOPE OF WORK*			*DESCRIPTION*	*COST*	*COST per S.F.*	*SUBCONT.*
15700	MECH. / HVAC:	$	%	*Demo existing ductwork and grilles from FC-7 fancoil Provide and install: New return plenum filter frame and supply plenum for FC-7 (1) new 40 x 24 louver for exhaust Patching painting and louver painting by others (1) EF-L1 exhaust fan with transition to louver and return ducting Lab hood ductwork with dampers for balancing as shown, Ductwork as shown for new floor plan, Air outlets as needed for new ductwork and Relocate temp sensors in the space as needed*	$	sms
15700	HVAC TEMP. CONTROLS:	included	#!	*includes relocation of (2) ea. exisiting t-stats only.*	#!	sms
15700	CERT. HVAC TEST & BALANCE:	$	%	*Pre and Post Certified 3rd Party Balance*	$	sms
16110	ELECTRICAL:	$	%	*Provide electrical and tele-data connections via wire mold 4000 for all new lab equipment identified, as well as, point of connection electrical for new exhaust fan*	$	master elec.
	FIRE ALARM:	$0		*Should not be applicable, if it is needed, it is to be by owner*	$0.00	BY OWNER
	NURSE CALL SYSTEM:	$0		*should not be required*	$0.00	NOT APPLICABLE
	SECURITY CAMERAS:	$0		*should not be required*	$0.00	NOT APPLICABLE
	CARD ACCESS:	$0		*should not be required*	$0.00	NOT APPLICABLE
	PAGING / SPEAKERS:	$0		*should not be required*	$0.00	NOT APPLICABLE
16800	VOICE / DATA / COAX :	included	#VALUE!	*38 Cat-6 cables routed inside conduit routed back to DATA Room*	#VALUE!	master elec.

Prepared by: Thomas Holloway
tholloway@acilv.com

Accountability.
Commitment.
Integrity.

THE INFORMATION CONTAINED ON THIS SHEET IS PROPRIETARY INFORMATION AND IS NOT TO BE TRANSMITTED VERBALLY, MANUALLY OR ELECTRONICALLY TO ANY OTHER PERSON OR COMPANY.

UNIVERSITY MEDICAL CENTER
TESTING LABORATORY
TENANT IMPROVEMENT

1800 WEST CHARLESTON BLVD., LAS VEGAS, NEVADA

ARCHITECT:
NED COLE, A.I.A.
ARCHITECT, INC.
3801 ROBAR STREET
LAS VEGAS, NEVADA 89121
PH. 702-735-4530

MECHANICAL ENGINEER:
SOREN PETERSON, P.E.
ENGIN8
8269 WEST CHARLESTON BLVD.
SUITE 3
LAS VEGAS, NEVADA 89117
PH. 702-823-8682

ELECTRICAL DESIGNER:
MASTER ELECTRIC
4476 DONOVAN WAY
NORTH LAS VEGAS, NEVADA 89081
PH. 702-459-5905

BASIS OF DESIGN:
CODE USE: 2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL FIRE CODE
2009 ICC/ANSI A117.1
2017 NATIONAL ELECTRIC CODE
2018 UNIFORM MECHANICAL CODE
2018 UNIFORM PLUMBING CODE
2018 INT'NL. ENERGY CONSERVATION CODE
2018 FGI GUIDELINES FOR DESIGN AND CONSTRUCTION OF HOSPITALS
NEVADA ADMIN. CODE (NAC) 449
2015 NFPA 101, 1999 NFPA 99

OCCUPANCY GROUP: I-2 (HOSPITAL)
BUILDING TYPE: EXISTING

AREA OF TENANT IMPROVEMENT:
TESTING LAB AREA = 1,880 S.F.

OCCUPANT LOAD:
1,880 S.F. @ 150 S.F. / OCC. = 13 OCCUPANTS

THIS EXISTING FACILITY HAS AN AUTOMATIC FIRE SPRINKLER SYSTEM. (NFPA 13)

THIS EXISTING FACILITY HAS A FIRE ALARM SYSTEM. (NFPA 72)

NOTE: THIS IS A TENANT IMPROVEMENT IN AN EXISTING FACILITY. NO ADDITIONAL NEW SPACE IS BEING CONSTRUCTED.

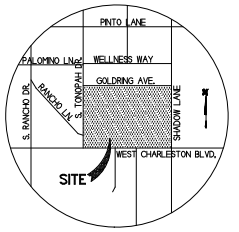
FIRE MARSHAL'S GENERAL NOTES:

FIRE SPRINKLER SYSTEM REVISIONS / MODIFICATIONS ARE TO BE DESIGNED BY A LICENSED FIRE SPRINKLER SYSTEM DESIGNER AND SUBMITTED TO THE STATE FIRE MARSHAL DIVISION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

FIRE ALARM SYSTEM REVISIONS / MODIFICATIONS ARE TO BE DESIGNED BY A LICENSED FIRE ALARM SYSTEM DESIGNER AND SUBMITTED TO THE STATE FIRE MARSHAL DIVISION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

INDEX OF DRAWINGS:

CS-1 COVER SHEET
AS-1 ARCHITECTURAL SITE PLAN
A-1 EXISTING & REVISED PARTIAL FLOOR PLANS
A-2 CASEWORK PLANS & ELEVATIONS FIRE RATED PENETRATION DETAILS
M1.0 MECHANICAL PLAN
P1.0 PLUMBING PLAN
E-1 ELECTRICAL POWER PLAN



VICINITY MAP

NED E. COLE REGISTERED 14773 ARCHITECT STATE OF NEVADA

4-15-2020

REVISIONS

NED COLE, A.I.A.
ARCHITECT, INC.
3801 ROBAR STREET
LAS VEGAS, NEVADA 89121
PH 702-735-4530 FAX 702-735-1952

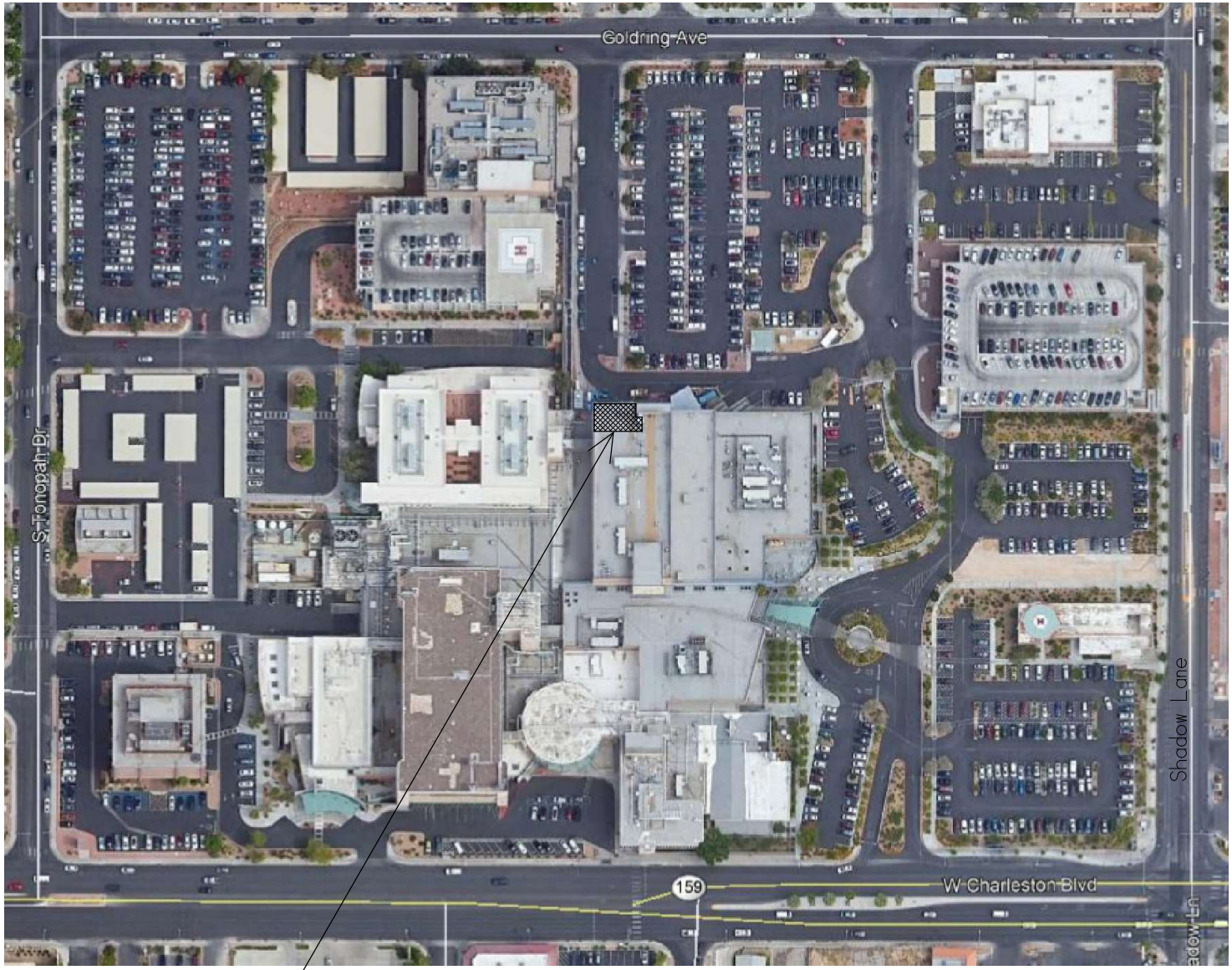
PROJECT NAME
UNIVERSITY MEDICAL CENTER
TESTING LABORATORY T.I.
1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA

SHEET TITLE
COVER SHEET

DATE 4-15-2020
PROJECT # 20-05

SHEET # CS-1
OF SHEETS

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LOCATION OF TENANT IMPROVEMENT ON THE THIRD FLOOR

NOTE: NO MODIFICATIONS ARE BEING MADE TO THIS EXISTING SITE.

ARCHITECTURAL SITE PLAN

NO SCALE

NORTH

NED E. COLE REGISTERED ARCHITECT STATE OF NEVADA 473

4-15-2020

REVISIONS

NED COLE, A.I.A.
ARCHITECT, INC.
3801 ROBAR STREET
LAS VEGAS, NEVADA 89121
PH 702-735-4890 FAX 702-735-1982

PROJECT NAME
UNIVERSITY MEDICAL CENTER
TESTING LABORATORY T.I.
1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA

SHEET TITLE
ARCHITECTURAL SITE PLAN

DATE 4-15-2020
PROJECT # 20-05

SHEET # AS-1
OF SHEETS

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NED COLE, A.I.A. ARCHITECT, INC. 3801 ROBAR STREET LAS VEGAS, NEVADA 89121 PH 702-735-4580 FAX 702-735-1852	UNIVERSITY MEDICAL CENTER TESTING LABORATORY T.I. 1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA	EXISTING & PROPOSED PARTIAL FLOOR PLANS	4-15-2020 20-05	A-1

4-15-2020

EXISTING PARTIAL FLOOR PLAN

1/4" = 1'-0"

KEYED NOTES: (EXISTING FLOOR PLAN ONLY)

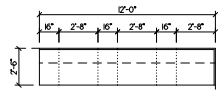
1. REMOVE EXISTING CABINETRY (UPPER, BASE & COUNTERTOP).
2. EXISTING 1 HOUR RATED ELECTRICAL ROOM. VERIFY THAT EXISTING DOOR HAS 45 MINUTE RATING WITH CLOSER, LATCH, SMOKE & FIRE SEALS AND A LEVER-STYLE LOCKSET.
3. REMOVE EXISTING DOOR, FRAME & HARDWARE.
4. PROVIDE NEW 3'-0" WIDE (VERIFY) X 7'-2" HIGH OPENING IN EXISTING WALL.
5. EXISTING FIRE EXTINGUISHER CABINET TO BE RELOCATED - SEE REVISED FLOOR PLAN.
6. EXISTING FLOOR DRAIN TO REMAIN.
7. EXISTING CEILINGS TO REMAIN THROUGHOUT LAB.
8. WALLS DESIGNATED WITH ——— ——— ——— ARE ONE HOUR FIRE RATED.

REVISED PARTIAL FLOOR PLAN

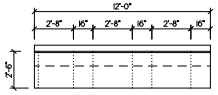
1/4" = 1'-0"

KEYED NOTES: (REVISED FLOOR PLAN ONLY)

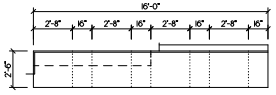
1. PROVIDE NEW CABINETRY AS SHOWN ON DRAWING A-2.
2. PROVIDE NEW WELDED SHEET VINYL FLOORING WITH STANDARD 6" VINYL BASE.
3. REFRIGERATORS AND FREEZERS TO BE SUPPLIED BY OWNER.
4. NEW BIO-HOODS TO BE SUPPLIED BY OWNER. REFER TO MECHANICAL DRAWINGS FOR DUCTING.
5. REFINISH OPENING WHERE DOOR FRAME WAS REMOVED.
6. PROVIDE NEW HANDWASHING SINK. REFER TO PLUMBING DRAWINGS.
7. FREE-STANDING XL ANALYZER TO BE SUPPLIED BY OWNER.
8. NEW LOCATION OF EXISTING FIRE EXTINGUISHER CABINET.
9. PROVIDE NEW 4" HIGH ACRYVYN (OR EQUAL) WAINSCOT WHERE SHOWN - - - - - - -.
10. MAINTAIN INTEGRITY OF EXISTING ONE HOUR FIRE RATED WALLS WHERE SHOWN ——— ——— ——— ———.
11. SEAL NEW PENETRATIONS IN THESE WALLS AS SHOWN ON DRAWING A-2.
12. FREE-STANDING MULTI-FUNCTION COPIER TO BE SUPPLIED BY OWNER.



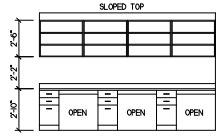
PLAN



PLAN

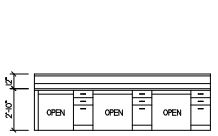


PLAN



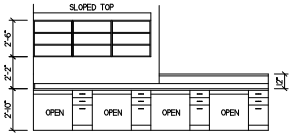
ELEV.

CW-1



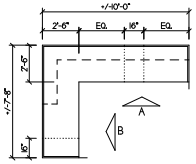
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CW-2

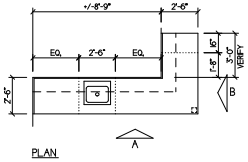


ELEV.

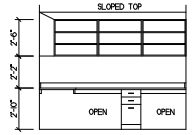
CW-3



PLAN

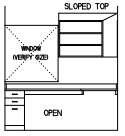


PLAN

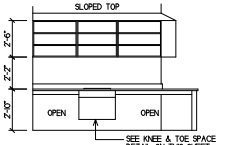


ELEV. 'A'

CW-4

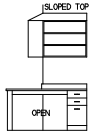


ELEV. 'B'

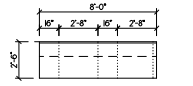


ELEV. 'A'

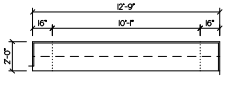
CW-5



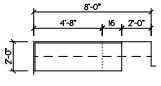
ELEV. 'B'



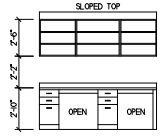
PLAN



PLAN

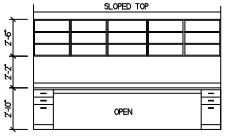


PLAN



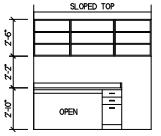
ELEV.

CW-6



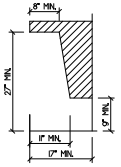
ELEV.

CW-7



ELEV.

CW-8



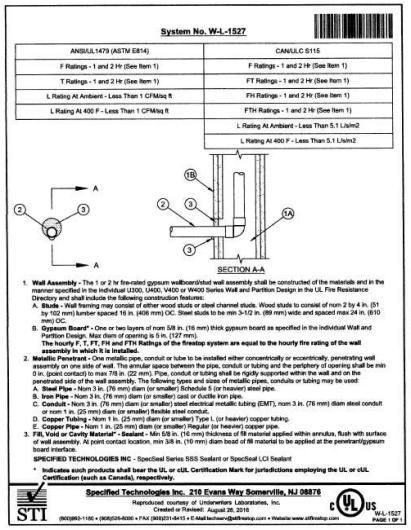
KNEE & TOE CLEARANCE

CASEWORK PLANS & ELEVATIONS

1/4" = 1'-0"

GENERAL NOTES

1. ALL CABINETRY IS TO HAVE PLASTIC LAMINATE EXPOSED SURFACES IN COLOR AS SELECTED BY OWNER.
2. CABINET COUNTER TOPS ARE TO BE SOLID SURFACE UNLESS NOTED OTHERWISE. COLOR TO BE SELECTED BY OWNER.
3. PROVIDE GROMMETS AS DIRECTED BY OWNER.



System No. W-L-1527

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Ratings - 1 and 2 Hr (See Item 1)	F Ratings - 1 and 2 Hr (See Item 1)
T Ratings - 1 and 2 Hr (See Item 1)	FT Ratings - 1 and 2 Hr (See Item 1)
L Rating At Ambient - Less Than 1 CFM/sq ft	FH Ratings - 1 and 2 Hr (See Item 1)
L Rating At 400 F - Less Than 1 CFM/sq ft	FTH Ratings - 1 and 2 Hr (See Item 1)
	L Rating At Ambient - Less Than 5.1 L/s/m2
	L Rating At 400 F - Less Than 5.1 L/s/m2

SECTION A-A

1. **Wall Assembly** - The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Design in the UL Fire Resistance Directory and shall include the following construction features:
   A. **Studs** - Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC.
   B. **Gypsum Board*** - One or two layers of nom 5/8 in. (16 mm) thick gypsum board as specified in the individual Wall and Partition Design. Max diam of opening is 5 in. (127 mm).
   The hourly F, T, FT, FH and FTH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.
2. **Metallic Penetrant** - One metallic pipe, conduit or tube to be installed either concentrically or eccentrically, penetrating wall assembly on one side of wall. The annular space between the pipe, conduit or tubing and the periphery of opening shall be min 0 in. (point contact) to max 7/8 in. (22 mm). Pipe, conduit or tubing shall be rigidly supported within the unit and on the penetrated side of the wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   A. **Steel Pipe** - Nom 3 in. (76 mm) diam (or smaller) Schedule 5 (or heavier) steel pipe.
   B. **Iron Pipe** - Nom 3 in. (76 mm) diam (or smaller) cast or ductile iron pipe.
   C. **Conduit** - Nom 3 in. (76 mm) diam (or smaller) steel electrical metallic tubing (EMT), nom 3 in. (76 mm) diam steel conduit or nom 1 in. (25 mm) diam (or smaller) flexible steel conduit.
   D. **Copper Tubing** - Nom 1 in. (25 mm) diam (or smaller) Type L (or heavier) copper tubing.
   E. **Copper Pipe** - Nom 1 in. (25 mm) diam (or smaller) Regular (or heavier) copper pipe.
3. **Fill, Void or Cavity Material* - Sealant** - Min 5/8 in. (16 mm) thickness of fill material applied within annulus, flush with surface of wall assembly. At point contact location, min 3/8 in. (10 mm) diam bead of fill material to be applied at the penetrant/gypsum board interface.
   SPECIFIED TECHNOLOGIES INC - SpecSeal Series SSS Sealant or SpecSeal LCI Sealant

* **Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**

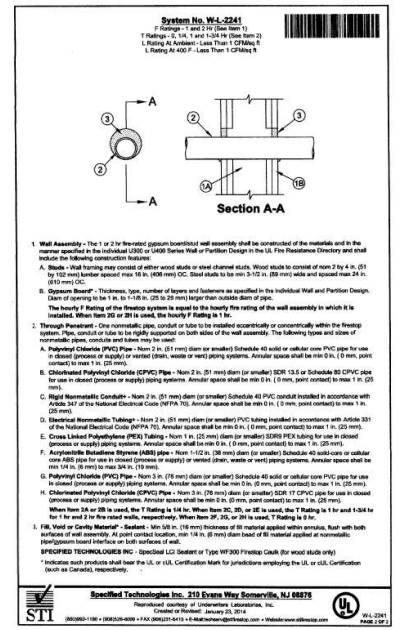
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W-L-1527
PAGE 1 OF 1

STUD WALL PENETRATION DETAIL 'A'



System No. W-L-2241
F Ratings - 1 and 2 Hr (See Item 1)
T Ratings - 0, 1/4, 1 and 1-3/4 Hr (See Item 2)
L Rating At Ambient - Less Than 1 CFM/sq ft
L Rating At 400 F - Less Than 1 CFM/sq ft

Section A-A

1. **Wall Assembly** - The 1 or 2 hr fire-rated gypsum board/steel stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall or Partition Design in the UL Fire Resistance Directory and shall include the following construction features:
   A. **Studs** - Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC.
   B. **Gypsum Board*** - Thickness, type, number of layers and fasteners as specified in the individual Wall and Partition Design. Diam of opening to be 1 in. to 1-1/8 in. (25 to 29 mm) larger than outside diam of pipe.
   The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed. When Item 2G or 2H is used, the hourly F Rating is 1 hr.
2. **Through Penetrant** - One nonmetallic pipe, conduit or tube to be installed eccentrically or concentrically within the firestop system. Pipe, conduit or tube to be rigidly supported on both sides of the wall assembly. The following types and sizes of nonmetallic pipes, conduits and tubes may be used:
   A. **Polyvinyl Chloride (PVC) Pipe** - Nom 2 in. (51 mm) diam (or smaller) Schedule 40 solid or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems. Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   B. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** - Nom 2 in. (51 mm) diam (or smaller) SDR 13.5 or Schedule 80 CPVC pipe for use in closed (process or supply) piping systems. Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   C. **Rigid Nonmetallic Conduit*** - Nom 2 in. (51 mm) diam (or smaller) Schedule 40 PVC conduit installed in accordance with Article 347 of the National Electrical Code (NFPA 70). Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   D. **Electrical Nonmetallic Tubing*** - Nom 2 in. (51 mm) diam (or smaller) PVC tubing installed in accordance with Article 331 of the National Electrical Code (NFPA 70). Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   E. **Cross Linked Polyethylene (PEX) Tubing** - Nom 1 in. (25 mm) diam (or smaller) SDR9 PEX tubing for use in closed (process or supply) piping systems. Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   F. **Acrylonitrile Butadiene Styrene (ABS) pipe** - Nom 1-1/2 in. (38 mm) diam (or smaller) Schedule 40 solid-core or cellular core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems. Annular space shall be min 1/4 in. (6 mm) to max 3/4 in. (19 mm).
   G. **Polyvinyl Chloride (PVC) Pipe** - Nom 3 in. (76 mm) diam (or smaller) Schedule 40 solid or cellular core PVC pipe for use in closed (process or supply) piping systems. Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   H. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** - Nom 3 in. (76 mm) diam (or smaller) SDR 17 CPVC pipe for use in closed (process or supply) piping systems. Annular space shall be min 0 in. (0 mm, point contact) to max 1 in. (25 mm).
   When Item 2A or 2B is used, the T Rating is 1/4 hr. When Item 2C, 2D, or 2E is used, the T Rating is 1 hr and 1-3/4 hr for 1 hr and 2 hr fire rated walls, respectively. When Item 2F, 2G, or 2H is used, T Rating is 0 hr.
3. **Fill, Void or Cavity Material* - Sealant** - Min 5/8 in. (16 mm) thickness of fill material applied within annulus, flush with both surfaces of wall assembly. At point contact location, min 1/4 in. (6 mm) diam bead of fill material applied at nonmetallic pipe/gypsum board interface on both surfaces of wall.
   SPECIFIED TECHNOLOGIES INC - SpecSeal LCI Sealant or Type WF300 Firestop Caulk (for wood studs only)

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

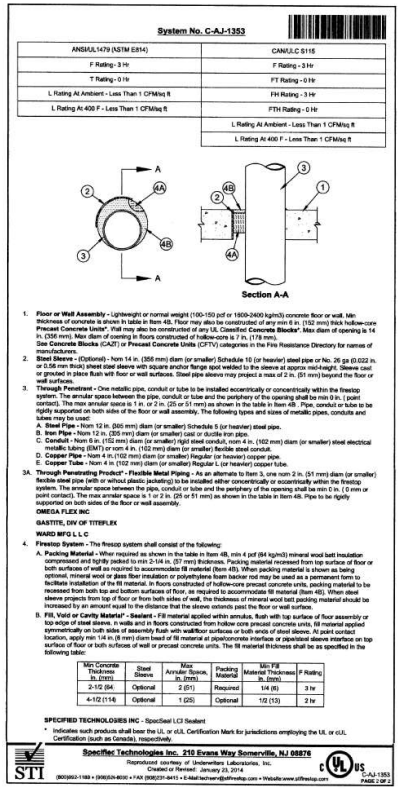
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W-L-2241
PAGE 2 OF 2

STUD WALL PENETRATION DETAIL 'B'



System No. C-AJ-1353

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating - 3 Hr	F Rating - 3 Hr
T Rating - 0 Hr	FT Rating - 0 Hr
L Rating At Ambient - Less Than 1 CFM/sq ft	FH Rating - 3 Hr
L Rating At 400 F - Less Than 1 CFM/sq ft	FTH Rating - 0 Hr
	L Rating At Ambient - Less Than 1 CFM/sq ft
	L Rating At 400 F - Less Than 1 CFM/sq ft

Section A-A

1. **Floor or Wall Assembly** - Lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete floor or wall. Min thickness of concrete is shown in table in Item 4B. Floor may also be constructed of any min 6 in. (152 mm) thick hollow-core **Precast Concrete Units***. Wall may also be constructed of any UL Classified **Concrete Blocks***. Max diam of opening is 14 in. (356 mm). Max diam of coening in floors constructed of hollow-core is 7 in. (178 mm).
   See Concrete Blocks (CAZT) or Precast Concrete Units (CFTV) categories in the Fire Resistance Directory for names of manufacturers.
2. **Steel Sleeve** - (Optional) - Nom 14 in. (356 mm) diam (or smaller) Schedule 10 (or heavier) **steel pipe** or No. 26 ga (0.022 in. or 0.56 mm thick) **sheet steel sleeve** with square anchor flange spot welded to the sleeve at approx mid-height. Sleeve cast or grouted in place flush with floor or wall surfaces. Steel pipe sleeve may project a max of 2 in. (51 mm) beyond the floor or wall surfaces.
3. **Through Penetrant** - One metallic pipe, conduit or tube to be installed eccentrically or concentrically within the firestop system. The annular space between the pipe, conduit or tube and the periphery of the opening shall be min 0 in. (point contact). The max annular space is 1 in. or 2 in. (25 or 51 mm) as shown in the table in Item 4B . Pipe, conduit or tube to be rigidly supported on both sides of the floor or wall assembly. The following types and sizes of metallic pipes, conduits and tubes may be used:
   A. **Steel Pipe** - Nom 12 in. (305 mm) diam (or smaller) Schedule 5 (or heavier) steel pipe.
   B. **Iron Pipe** - Nom 12 in. (305 mm) diam (or smaller) cast or ductile iron pipe.
   C. **Conduit** - Nom 6 in. (152 mm) diam (or smaller) rigid steel conduit, nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing (EMT) or nom 4 in. (102 mm) diam (or smaller) flexible steel conduit.
   D. **Copper Pipe** - Nom 4 in.(102 mm) diam (or smaller) Regular (or heavier) copper pipe.
   E. **Copper Tube** - Nom 4 in (102 mm) diam (or smaller) Regular L (or heavier) copper tube.
3A. **Through Penetrating Product* - Flexible Metal Piping** - As an alternate to Item 3, one nom 2 in. (51 mm) diam (or smaller) flexible steel pipe (with or without plastic jacketing) to be installed either concentrically or eccentrically within the firestop system. The annular space between the pipe, conduit or tube and the periphery of the opening shall be min 0 in. (0 mm or point contact). The max annular space is 1 or 2 in. (25 or 51 mm) as shown in the table in Item 4B. Pipe to be rigidly supported on both sides of the floor or wall assembly.
   OMEGA FLEX INC
   GASTITE, DIV OF TITEFLEX
   WARD MFG L L C
4. **Firestop System** - The firestop system shall consist of the following:
   A. **Packing Material** - When required as shown in the table in Item 4B, min 4 pcf (64 kg/m3) mineral wool batt insulation compressed and tightly packed to min 2-1/4 in. (57 mm) thickness. Packing material recessed from top surface of floor or both surfaces of wall as required to accommodate fill material (Item 4B). When packing material is shown as being optional, mineral wool or **glass fiber** insulation or polyethylene foam backer rod may be used as a permanent form to facilitate installation of the fill material. In floors constructed of hollow-core precast concrete units, packing material to be recessed from both top and bottom surfaces of floor, as required to accommodate fill material (Item 4B). When steel sleeve projects from top of floor or from both sides of wall, the thickness of mineral wool batt packing material should be increased by an amount equal to the distance that the sleeve extends past the floor or wall surface.
   B. **Fill, Void or Cavity Material* - Sealant** - Fill material applied within annulus, flush with top surface of floor assembly or top edge of **steel sleeve**, in walls and in floors constructed from hollow core precast concrete units, fill material applied symmetrically on both sides of assembly flush with wall/floor surfaces or both ends of steel sleeve. At point contact location, apply min 1/4 in. (6 mm) diam bead of fill material at pipe/concrete interface or pipe/steel sleeve interface on top surface of floor or both surfaces of wall or precast concrete units. The fill material thickness shall be as specified in the following table:

Min Concrete Thickness In. (mm)	Steel Sleeve	Max Annular Space, In. (mm)	Packing Material	Min Fill Material Thickness In. (mm)	F Rating
2-1/2 (64	Optional	2 (51)	Required	1/4 (6)	3 hr
4-1/2 (114)	Optional	1 (25)	Optional	1/2 (13)	2 hr

SPECIFIED TECHNOLOGIES INC - SpecSeal LCI Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

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C-AJ-1353
PAGE 2 OF 2

WALL OR FLOOR PENETRATION DETAIL 'C'



4-15-2020

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REVISIONS

PROJECT NAME
UNIVERSITY MEDICAL CENTER
TESTING LABORATORY T.I.
1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA

SHEET TITLE
CASEWORK
PLANS & ELEVATIONS
FIRE RATED
PENETRATION DETAILS

DATE 4-15-2020
PROJECT # 20-05

SHEET # A-2
OF SHEETS

MECHANICAL SYMBOLS LIST

ABBR	SYMBOL	DESCRIPTION
	(1)	SHEET NOTE
	1	REVISION NUMBER
	—~—	ROUND DUCTWORK (INCHES)
	—/—	RECTANGULAR DUCTWORK (INCHES)
FSD	—FSD—	COMBINATION FIRE AND SMOKE DAMPER

DIFFUSER SCHEDULE

	SUPPLY/EXHAUST AIR	DESCRIPTION
(1)	TYPE S1:	TITUS TMS-AA, 24X24, LOUVERED FACE, ALUMINUM CONSTRUCTION, BORDER TYPE FOR LAY-IN (T-BAR) CEILING.
(1)	TYPE R1/E1:	TITUS PAR-AA, 24X24, ALUMINUM CONSTRUCTION, BORDER TYPE FOR LAY-IN (T-BAR) CEILING.
(2)	TYPE R1/E1:	TITUS PAR-AA, 24X48, ALUMINUM CONSTRUCTION, BORDER TYPE FOR LAY-IN (T-BAR) CEILING.

NOTE: CONFIRM BORDER TYPE, TRIM, FINISH AND COLOR WITH ARCHITECTURAL CEILING PLANS AND CONFIRM WITH OWNER PRIOR TO ORDERING.

VENTILATION SUMMARY

(PER 2017 ASHRAE 170 – TABLE 7.1)

ROOM	AREA/VOLUME (FT)	AP MINIMUM (ADJACENT SPACES)	ACH/CFM (OA REQUIRED)	ACH/CFM (OA ACTUAL)	ACH/CFM (TOTAL REQUIRED)	ACH/CFM (TOTAL ACTUAL)	RH REQUIRED (%)	DESIGN TEMP (°F)	NOTES
LABORATORY WORK AREA BACTERIOLOGY	275/2200	NEGATIVE (0.02")	2/74	2/AHU-3N(E)	6/220	47/1750	N/A	N/A	1
LABORATORY WORK AREA GENERAL	1520/12160	NEGATIVE (0.02")	2/405	2/AHU-3N(E)	6/1,216	11/2120	N/A	N/A	1

1. VENTILATION RATES PER FACILITIES GUIDELINE INSTITUTE (2018 FGI) AND ASHRAE 170.
2. OUTSIDE AIR PROVIDED VIA EXISTING AIR HANDLER UNIT (AHU-3N) ON ROOF LEVEL SERVING THE ENTIRE BUILDING. APPROXIMATELY 15,940 CFM OUTSIDE AIR PROVIDED TOTAL TO NORTH PORTION OF THE BUILDING, LEVEL 2–4. OVERALL SYSTEM DESIGN PROVIDES A MINIMUM 2 ACH THROUGHOUT.

AIR BALANCE SUMMARY

EQUIPMENT	SUPPLY AIR	EXHAUST AIR	RETURN AIR	CFM (+/–)	% (+/–)	TRANSFER AIR (VIA EC–7)
LABORATORY WORK AREA BACTERIOLOGY	0	–1750	0	–1750	N/A	+1450
LABORATORY WORK AREA GENERAL	2120	0	–1000	+1120	N/A	–1550
TOTAL OVERALL	2120	–1750	–1000	–630	–16	0

1. CONTRACTOR SHALL VERIFY ALL CFM QUANTITIES WITH EXISTING EQUIPMENT VIA TEST AND AIR BALANCE REPORT BY CERTIFIED THIRD PARTY TEST AND BALANCE AGENCY.

LOUVER SCHEDULE

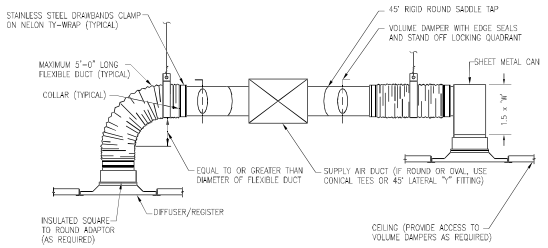
ITEM	LOCATION	SERVICE	MANUFACTURER MODEL NUMBER	SIZE (LxH) (IN)	MATERIAL	AIRFLOW (CFM)	MAX. THROAT VELOCITY (FPM)	MAX. OPERATING WEIGHT (LBS)	NOTES
L–1	SIDE WALL	HOOD EXHAUST	GREENHECK EDJ–401–40x24	40x24	ALUMINUM	1750	550	150	1–3

1. PROVIDE WITH GRAVITY BACKDRAFT DAMPERS THAT ARE SPRING LOADED.
2. COORDINATE RELIEF AIR LOUVER LOCATION WITH STRUCTURAL FRAMING.
3. FURNISH WITH BIRD SCREEN, BLADE SEALS, JAM SEALS ETC.

EXHAUST FAN SCHEDULE

ITEM	MANUFACTURER MODEL NUMBER	TYPE	AIRFLOW (CFM)	ESP (IN WG)	FAN RPM	MOTOR hp	MOTOR V PH	MAX. OPERATING WEIGHT (LBS)	NOTES
EF–L1	GREENHECK SQ–130–A	INLINE	1750	0.65	1725	3/4	277 1	180	1–5

1. OPERATION AT 2100 FEET ABOVE SEA LEVEL.
2. FAN TO RUN CONTINUOUSLY.
3. FURNISH WITH MANUFACTURER PROVIDED HANGING KIT.
4. FURNISH WITH FACTORY MOUNTED UNIT DISCONNECT.
5. PROVIDE OFFSET DUCTWORK TO SIDEWALL LOUVER.



NOTICE

1. SPLICES IN FLEXIBLE AIR DUCT ARE NOT ALLOWED.
2. HARD DUCT REQUIRED IN OPEN CEILING AREAS.

1 TYPICAL DIFFUSER DIAGRAM

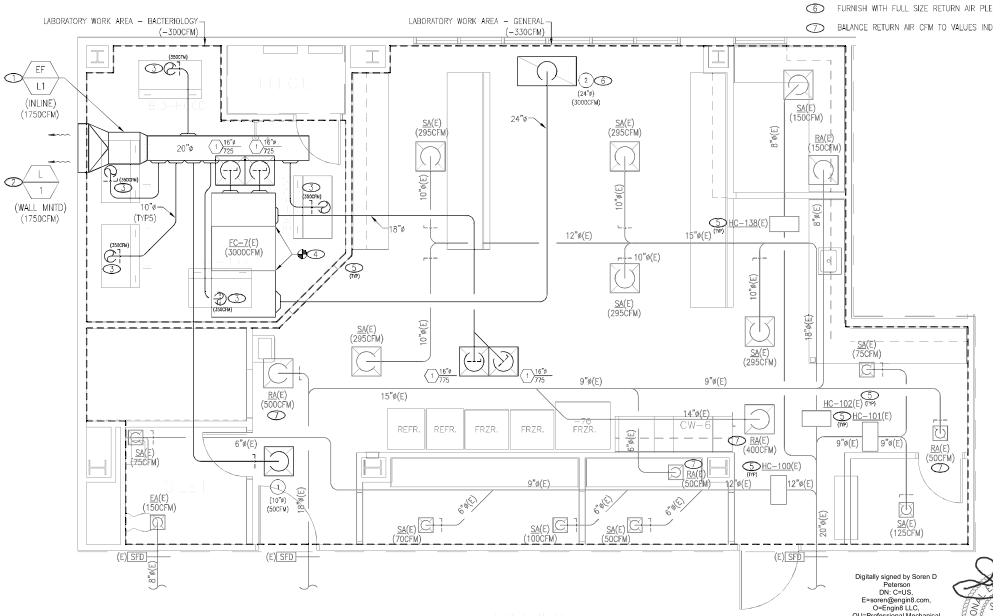
NO SCALE

NOTICE

1. FIELD VERIFY CEILING HEIGHTS TO VERIFY AIR CHANGE REQUIREMENTS.
2. FIELD VERIFY ALL DUCTWORK SIZES AND AIR-FLOWS AS REQUIRED WITH PRE AND POST TEST AND BALANCE.

NOTES

1. INLINE EXHAUST FAN SUSPENDED FROM STRUCTURE ABOVE. FAN TO OPERATE CONTINUOUSLY.
2. WALL MOUNTED EXHAUST AIR LOUVER. FURNISH WITH FULL SIZE EXHAUST AIR PLENUM BOX AND TRANSITION TO EXHAUST FAN OUTLET. WALL LOUVER TO BE INSTALLED IN LOCATION WHERE EXISTING WALL LOUVER HAS BEEN REMOVED. INFILL OPENING AS REQUIRED.
3. ROUTE DUCTWORK TO COLLAR OF BIO-HOOD EXHAUST OUTLET. (BIO-HOOD CLASS II TYPE A2 WITH INTEGRAL HEPA FILTER)
4. APPROXIMATE POINT OF CONNECTION TO EXISTING FAN COIL UNIT IN CEILING SPACE ABOVE. FURNISH FULL SIZE PLENUM BOX CONNECTION ON RETURN AND SUPPLY.
5. RELOCATE TEMPERATURE SENSORS THROUGHOUT THE AREA AS REQUIRED. FIELD COORDINATE LOCATIONS WITH NEW MILLWORK AND EQUIPMENT WITH GENERAL CONTRACTOR.
6. FURNISH WITH FULL SIZE RETURN AIR PLENUM BOX.
7. BALANCE RETURN AIR CFM TO VALUES INDICATED.



NORTH

MECHANICAL PLAN
1/4" = 1'-0"

Digitally signed by Soren D Peterson
DN: C=US, E=soren@engn8.com, O=Engn8 LLC, OU=Professional Mechanical Engineer, CN=Soren D Peterson
Reason: I am the author of this document
Date: 2020.04.16 09:56:40-07'00'

STATE OF NEVADA — SOREN DANIEL PETERSON — Exp: 12/31/21 — MECHANICAL — No. 26149 — PROFESSIONAL ENGINEER

DATE: 2020-04-16

REVISIONS

MECHANICAL DESIGN BUILD TEAM

engn8 — Engineering Innovation

SMS — Sustainable Mechanical Solutions

PROJECT NAME
UNIVERSITY MEDICAL CENTER
TESTING LABORATORY T.I.
1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA

SHEET TITLE
MECHANICAL PLAN

DATE 4-14-2020
PROJECT # 20-135

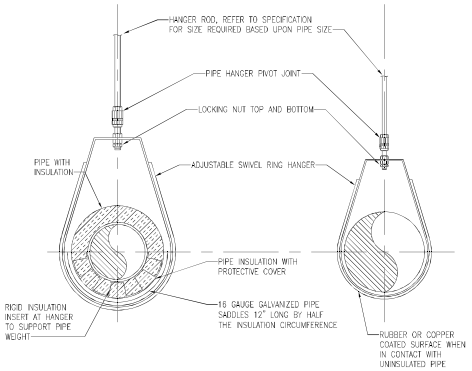
SHEET #
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OF SHEETS

NOTICE

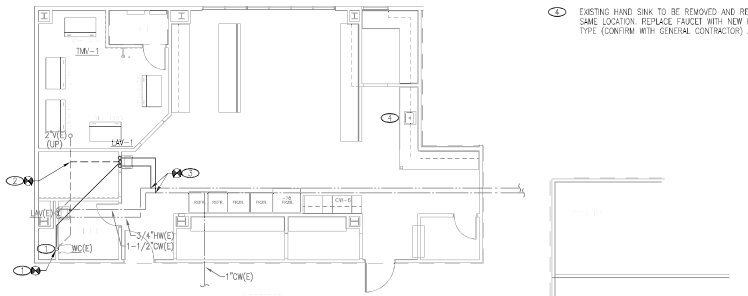
1. FIELD VERIFY PIPING SIZES AND LOCATION.
2. FIELD VERIFY PRESSURE AND TEMPERATURE OF EXISTING HOT WATER PIPING SYSTEMS.

NOTES

1. EXISTING WASTE PIPING DOWN FROM EXISTING FIXTURE TO REMAIN, SHOWN FOR REFERENCE. WASTE PIPING EXTENDS BELOW IN INTERSTITIAL SPACE TO BUILDING WASTE MAIN. MAKE CONNECTION FROM NEW LAVATORY AT WASTE CONNECTION AFTER EXISTING WATER CLOSET.
2. APPROXIMATE POINT OF CONNECTION TO EXISTING VENT PIPING IN CEILING SPACE ABOVE. OFFSET WASTE PIPING TO ADJACENT LAVATORY ABOVE FLOOR WASTE PIPING. MAKE CONNECTION IN THE VERTICAL WASTE PIPING.
3. APPROXIMATE POINT OF CONNECTION TO EXISTING DOMESTIC WATER PIPING IN CEILING SPACE ABOVE.
4. EXISTING HAND SINK TO BE REMOVED AND REPLACED IN THE SAME LOCATION. REPLACE FAUCET WITH NEW HANDLE BLADE TYPE (CONFIRM WITH GENERAL CONTRACTOR) AND EYEWASH.



1 PIPE (4" AND LOWER) HANGER DIAGRAM
NO SCALE



PLUMBING PLAN
1/8" = 1'-0"

PLUMBING FIXTURE SCHEDULE

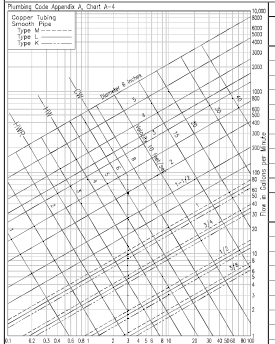
ITEM	FIXTURE	ROUGH-IN SIZE					NOTES
		TW/HW	CW	V	TRAP	S/W	
LAV-1	HAND SINK	1/2	1/2	1-1/2	2	2	KOHLER WALL MOUNTED LAVATORY K-2030. FURNISH WITH CHICAGO FAUCET 786-GN8AFCABCP WITH BLADE HANDLES AND GOOSENECK FAUCET. FURNISH P-TRAP WITH 1/2" PLIABLE PVC INSULATED MATERIAL MEETING ADA COMPLIANCE. FURNISH WITH EYE WASH (CONFIRM WITH GENERAL CONTRACTOR AND HOSPITAL STAFF EYE WASH SELECTION.)

1. FINAL FIXTURE, COLOR, TRIM AND ACCESSORIES SHALL BE APPROVED BY ARCHITECT, AND OR OWNER PRIOR TO FINAL RELEASE.

MATERIALS SCHEDULE

SERVICE	MATERIALS (NOTE: ALL PIPING ABOVE GRADE SHALL BE LABELLED ACCORDINGLY)
DOMESTIC WATER (ABOVE GRADE)	TYPE 'L' HARD COPPER ASTM B88, FITTINGS: WROUGHT COPPER, CAST BRASS, CAST BRONZE, JOINTS: 95/5 LEAD FREE SOLDER, INSULATION: FIBERGLASS.
WASTE AND VENT	SCHEDULED 40 NO-HUB CAST IRON WITH STAINLESS STEEL BANDED FITTINGS. ASTM A 888 OR CISPI 301

WATER AND DRAINAGE CALCULATIONS



COLD WATER				
PIPE SIZE (IN)	MAX FLOW (GPM)	FLUSH TANK (WSFU)	FLUSH VALVE (WSFU)	VELOCITY (FPM)
1/2	1.8	0.8	–	2.5
3/4	4.8	5.6	–	3.2
1	9.9	12.9	–	3.9
1-1/4	17.5	25.0	–	4.5
1-1/2	28.0	49.0	11.0	5.1
2	59.4	172	74.2	6.2
2-1/2	104	401	265	7.0
3	149	633	551	7.0
4	261	1426	261	7.0

HOT WATER				
PIPE SIZE (IN)	MAX FLOW (GPM)	FLUSH TANK (WSFU)	FLUSH VALVE (WSFU)	VELOCITY (FPM)
1/2	1.8	0.8	–	2.5
3/4	4.8	5.6	–	3.2
1	9.9	12.9	–	3.9
1-1/4	17.5	25.0	–	4.5
1-1/2	27.8	48.4	10.8	5.0
2	48.2	120	44.4	5.0
2-1/2	74.4	247	126	5.0
3	106	411	275	5.0
4	187	854	827	5.0

FIXTURE	WSFU	DFU	QT.	TOTAL (WSFU)	TOTAL (DFU)
LAVATORY	1.0	1.0	1	1.0	1.0
			TOTAL:	1.0	1.0

DOMESTIC WATER SYSTEM USING PREDOMINANTLY FLUSH VALVE WATER SUPPLY, A FRICTION LOSS OF 3.0 PSI PER 100 FEET AND AN INCOMING SITE PRESSURE OF 60 PSI. FIELD VERIFY EXACT PRESSURE AND NOTIFY ENGINEER SHOULD PRESSURE READING DIFFER FROM PLANS.

Digitally signed by Soren D Peterson
DN: C=US, E=soren@engin8.com, O=Engin8 LLC, OU=Professional Mechanical Engineer, CN=Soren D Peterson
Reason: I am the author of this document
Date: 2020.04.16 10:02:49-07'00'

PROFESSIONAL ENGINEER STATE OF NEVADA SOREN DANIEL PETERSON Exp: 12/31/21 MECHANICAL No. 26149

DATE: 2020-04-16

REVISIONS

PLUMBING DESIGN BUILD TEAM
engin8 MECHANICAL PLUMBING
GALLAGHER PLUMBING
5469 PROCYON ST
LAS VEGAS, NV 89118

PROJECT NAME
UNIVERSITY MEDICAL CENTER
TESTING LABORATORY T.I.
1800 WEST CHARLESTON BLVD. LAS VEGAS, NEVADA

SHEET TITLE
PLUMBING PLAN

DATE 4-14-2020
PROJECT # 20-135

SHEET #
P1.0
OF SHEETS

EXISTING PANEL '3EEHC'

BUSSING: 200 amps | MAINS: 200 MCB | VOLTAGE: 277/ 480 | PHASE: 3
MOUNTING: SURFACE | ENCLOSURE: NEMA-1 | MIN. AIC: 22K | WIRES: 4

V.A. LOAD

L = LIGHTING/TRANSFORMER LOADS
M = APPLIANCE/ MOTOR LOADS
R = RECEPTACLE LOADS

Circuit #	C/Ber Size	Load Type		A	B	C		Load Type	C/Ber Size	Circuit #
1	20/1	L	LIGHTS - HYPERBARIC AREA	1920			SPARE		20/1	2
3			SPACE		2216		EXHAUST FAN "EF-1"	M	20/1	4
5			SPACE				SPARE		20/1	6
7			SPACE				SPARE		150/3	8
9			SPACE				" "		"	10
11			SPACE				" "		"	12
100% DEMAND OF 1ST 10KVA OF RECEPTACLE LOAD:							NOTES:			
50% DEMAND OF KVA GREATER THAN 10KVA:							1. ALL NEW OR REVISED LOADS MARKED IN BOLD.			
100% DEMAND OF LIGHTING LOAD:				1920			2. PROVIDE CIRCUIT BREAKER HANDLE TIE BARS			
100% DEMAND OF APPLIANCE/ MOTOR LOAD:					2216		AS NECESSARY TO COMPLY WITH ARTICLE 210.4			
25% ADDITIONAL DEMAND FOR LARGEST MOTOR:					554		OF THE 2017 NEC.			
TOTAL CALCULATED VA:				1920	2770					
TOTAL CALCULATED AMPS:				6.9	10.0					

EXISTING PANEL '3ECLF'

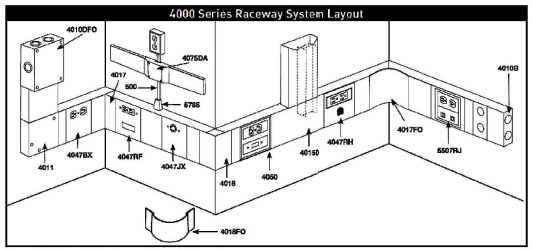
BUSSING: 200 amps | MAINS: 150 MCB | VOLTAGE: 120/ 208 | PHASE: 3
MOUNTING: SURFACE | ENCLOSURE: NEMA-1 | MIN. AIC: 10K | WIRES: 4

V.A. LOAD

L = LIGHTING LOADS
M = APPLIANCE/ MOTOR LOADS
R = RECEPTACLE LOADS

Circuit #	C/Ber Size	Load Type		A	B	C		Load Type	C/Ber Size	Circuit #
1	20/1	R	NORTH WINDOW FLJOR RECEPT.	720 950			ANALYZER EQUIPMENT	M	20/1	2
3	20/1	R	NORTH WINDOW FLJOR RECEPT.		720 950		ANALYZER EQUIPMENT	M	20/1	4
5	20/1	M	FREEZER RECEPTACLE			780 950	ANALYZER EQUIPMENT	M	20/1	6
7	20/1	M	REFRIGERATOR RECEPTACLE	900 950			ANALYZER EQUIPMENT	M	20/1	8
9	20/1	M	REFRIGERATOR RECEPTACLE		900 950		ANALYZER EQUIPMENT	M	20/1	10
11	20/1	M	BIO-HOOD			600 600	BIO-HOOD	M	20/1	12
13	20/1	M	FREEZER RECIPTACLE	780 600			BIO-HOOD	M	20/1	14
15	20/1	M	SPARE		1200		BIO-HOOD	M	20/1	16
17	20/1	M	ANALYZER EQUIPMENT			1650 1500	ANALYZER EQUIPMENT	M	20/1	18
19	20/1	M	ANALYZER EQUIPMENT	1650 540			OFFICE RECEPTACLES	R	20/1	20
21	20/2	M	DEEP FREEZER RECEPTACLE		1100 540		OFFICE RECEPTACLES	R	20/1	22
23	"	M	" "			1250 950	ANALYZER EQUIPMENT	M	20/1	24
25			SPACE	950			ANALYZER EQUIPMENT	M	20/1	26
27			SPACE		950		ANALYZER EQUIPMENT	M	20/1	28
29			SPACE			950	ANALYZER EQUIPMENT	M	20/1	30
100% DEMAND OF 1ST 10KVA OF RECEPTACLE LOAD:				1260	1260		NOTES:			
50% DEMAND OF kVA GREATER THAN 10kVA:							1. ALL NEW OR REVISED LOADS MARKED IN BOLD.			
100% DEMAND OF LIGHTING LOAD:							2. PROVIDE CIRCUIT BRIAKER HANDLE TIE BARS			
100% DEMAND OF APPLIANCE/ MOTOR LOAD:				6780	6050	9260	AS NECESSARY TO COMPLY WITH ARTICLE 210.4			
25% ADDITIONAL DEMAND FOR LARGEST MOTOR:				413	300	413	OF THE 2017 NEC.			
TOTAL CALCULATED VA:				8453	7610	9673				
TOTAL CALCULATED AMPS:				70.4	63.4	80.6				

4000 Series Raceway System Layout



NOTE: Illustration is for showing product applications only.

ELECTRICAL LEGEND

RECEPTACLES

SYMBOL:	DESCRIPTION	INSTALL:
	DUPLEX RECEPTACLE	AS NOTED
	GROUND FAULT CIRCUIT INTERUPT RECEPTACLE	18" AFF
	QUADPLEX RECEPTACLE	AS NOTED
	DEVICE MOUNTED IN FINISHED CEILING (TYPICAL)	FLOOR
	SPECIAL RECEPTACLE - NEMA 6-20R	AS NOTED
	JUNCTION BOX	AS NOTED
	4000 WIREMOLD	AS NOTED

COMMUNICATIONS

	COMBINATION TELEPHONE/DATA OUTLET.	+18" AFF

SWITCHES

	SINGLE POLE SWITCH	AS NOTED

RACEWAYS

SYMBOL:	DESCRIPTION
	FIELD WIRING, CONCEALED IN WALL OR ABOVE CEILING
	FIELD WIRING, CONCEALED BELOW FLOOR
	HOME RUN CONDUIT (DOT INDICATES GROUND, LONG STROKE INDICATES NEUTRAL, SHORT STROKE INDICATES SWITCHED WIRES)

PANELS

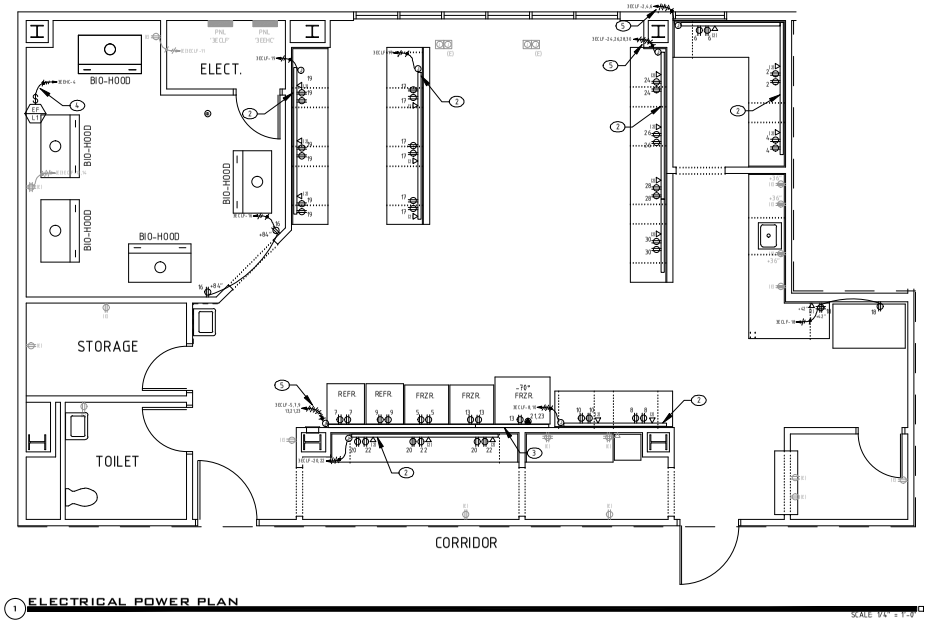
	ELECTRIC PANEL FOR LIGHTS, POWER, AND/OR HVAC. SURFACE MOUNTED

ANNOTATION

(18)	SHEET NOTE
1	REVISION DELTA

NOTE

- ALL DEVICE INSTALLATION NOTES ARE TYPICAL UNLESS OTHERWISE NOTED ON PLANS
- SOME SYMBOLS MAY BE UNUSED FOR THIS PROJECT



1 ELECTRICAL POWER PLAN

SCALE: 1/4" = 1'-0"

INSTALLATION SPECIFICATIONS:
INSTALLATION SHALL COMPLY WITH APPLICABLE LOCAL/STATE CODES AND ORDINANCES, WITH THE REGULATIONS OF THE 2017 EDITION OF THE NATIONAL ELECTRIC CODE AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION.
THE DESIGN PROFESSIONAL OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUITS AND FEEDERS COMPLY WITH NEC 210-19(A) FPN NO. 4.
THE DESIGN PROFESSIONAL OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS INDICATED FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

SHEET NOTES

SYMBOL:	NOTE:
(E)	EXISTING TO REMAIN
1	ALL WIRING METHODS IN PATIENT CARE AREAS SHALL COMPLY WITH ARTICLE 517.13 (A) & (B) OF THE 2017 NEC.
2	4000 WIREMOLD INSTALLED ABOVE COUNTERTOP BACKSPASH.
3	4000 WIREMOLD INSTALLED AT +80".
4	277V SINGLE POLE MOTOR RATED SWITCH. VERIFY LOCATION WITH MECHANICAL CONTRACTOR IN FIELD. 1/2"C. W/(2)#12 CU. THHN. &(1)#12 CU. THHN. GND.
5	3/4"CONDUIT HOMERUN

NOTE: LIGHTING IS EXISTING IN THIS SPACE. TOTAL NUMBER OF DEVICES UNCHANGED.

BASSER ELECTRIC
4476 DONOVAN WAY, NORTH LAS VEGAS, NV 89081
(702)435-5900 FAX(702)435-5333
STATE LICENSE C-2 #24422A (MASTER)

PROJECT:
UMC LAB TI
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHEET TITLE:
ELECTRICAL POWER PLAN

DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF MASTER ELECTRIC INC. COPIES OF THE DRAWING RETAINED BY THE CLIENT MAY BE UTILIZED ONLY FOR HIS OR HER USE AND FOR OCCUPYING THE PROJECT FOR WHICH THEY WERE PREPARED. DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY OTHER CONTRACTOR OR FOR ANY OTHER PROJECT. NRS 623.035.W

LICENSED CONTRACTOR MASTER ELECTRICIAN C-2 #24422A STATE OF NEVADA
SAM REXING

Sam Rexing
Digitally signed by Sam Rexing
Date: 2020.04.16 09:49:37 -07'00'

PROJECT NO.	
DRAWN BY:	CP
CHECKED BY:	SR
DATE:	4/5/20
REVISIONS:	

SHEET: E-1

SHEET SCALE: AS NOTED @ 24"x36"

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: 37 (Thirty-Seven)

Corporate/Business Entity Name:	Affordable Concepts, Inc.	
(Include d.b.a., if applicable)		
Street Address:	2975 W. Lake Mead Blvd.	**Website: www.affordableconcepts.com**
City, State and Zip Code:	North Las Vegas, NV 89032	**POC Name: Nelson Cumana** **Email: ncumana@acilv.com**
Telephone No:	702.399.3330	**Fax No: 702.399.1930**
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)
Robert W. Potter	President	47.23
Arlye S. Weisheim	Ex. Vice-President	29.41
Nelson Cumana	Vice-President	23.36

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	Nelson Cumana Print Name
Vice-President Title	April 20, 2020 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**LIAISON XL COVID-19 Proposal with DiaSorin Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the LIAISON XL COVID-19 Proposal between DiaSorin Inc. (fka Focus Diagnostics) and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any COVID-related amendments; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000991100
Funded Pgm/Grant: N/A
Description: COVID-19 reagents
Bid/RFP/CBE: NRS 332.112(2)
Term: Direct Purchase as needed basis
Amount: NTE $2,445,642.00
Out Clause: 10 days w/cause

BACKGROUND:

This request is for ratification of an emergency purchase of COVID-19 reagents for use with the LIAISON XL instrumentation (LIAISON XL IgG Control Reagents) from DiaSorin Inc., in a total amount not to exceed $2,445,642.00.

In accordance with NRS 332.112, UMC purchased COVID-19 reagents from DiaSorin, Inc. without utilizing the competitive bidding process in order to acquire the COVID-19 reagents for the Las Vegas community, as soon as possible.

UMC's Chief Operating Officer and Director of Laboratory Services have reviewed and recommend approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

DiaSorin Inc. is in the process of applying for a Clark County License.

This Proposal was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
5

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	DiaSorin Inc.	
(Include d.b.a., if applicable)		
Street Address:	1951 Northwestern Avenue	**Website: www.DiaSorin.com**
City, State and Zip Code:	Stillwater, MN 55082	**POC Name: Legal Affairs** **Email: compliance@diasorin.com**
Telephone No:	651-439-9710	**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)

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

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

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

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

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

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

DocuSigned by:
John C. Walter
1E08FBEB43F8442...
Signature

John C. Walter
Print Name

President
Title

May 5, 2020 | 12:01 PM CDT
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.

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- 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

DiaSorin The Diagnostic Specialist

DiaSorin Inc.
1951 Northwestern Avenue
Stillwater, MN 55082-0285
800-328-1482
tel 651-439-9710
fax 651-351-5669
www.diasorin.com

April 20, 2020

University Medical Center (UMC) of Southern Nevada
Attn: Scott Keigley
Laboratory Services Manager
1800 W Charleston Blvd
Las Vegas, NV 89102

Acct #: TBD

Dear Valued Customer,

DiaSorin is pleased to provide you with the following Reagent proposal:

Part no.	Assay	Order Quantity	Price/Kit	Extended Price
311460	LIAISON® SARS-CoV-2 S1/S2 IgG	2,000	$1,200.00	$2,400,000.00
311461	LIAISON® SARS-CoV-2 S1/S2 IgG Control	10	$220.00	$2,200.00
X0016	LIAISON® XL Cuvettes	125	$100.00	$12,500.00
X0015	LIAISON® XL Disposable Tips	380	$32.00	$12,160.00
319200	LIAISON® Starter with RFID	75	$180.00	$13,500.00
319100	LIAISON® XL Instrument Wash	30	$160.00	$4,800.00
X0025	LIAISON® XL Solid Waste BioHaz Bags	5	$90.00	$450.00
310995	LIQUI-NOX	1	$32.00	$32.00

Estimated Total **$2,445,642.00**

**Plus applicable taxes; additional terms and conditions may apply*

Availability of the above Reagents is subject DiaSorin's receipt of FDA Emergency Use Authorization (EUA).

These Reagents intended for use under the "Emergency Use Authorization Only." DiaSorin may stop distribution of these Reagents if the Emergency Use Authorization (EUA) only provisions for the Reagents are not followed by Customer or in the event the FDA revokes the EUA or the Emergency is terminated. In case of EUA revocation or emergency termination, Customer agrees to cease testing and to discard any remaining Reagents immediately upon notification by DiaSorin.

In addition to the foregoing, purchase of the above Reagents shall be subject to the following additional terms:

1. DiaSorin does not guarantee the availability of the above Reagents; the identified quantities are for reference only.
2. Payment terms are Net 30 days following receipt of invoice.
3. Any applicable taxes and actual shipping charges will be added to each invoice.
4. UNDER NO CIRCUMSTANCES WILL DIASORIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, CLAIMS OR LOSSES ARISING OUT OF THE SUBJECT MATTER OF THIS PROPOSAL OR THE PRODUCTS SUPPLIED HEREUNDER.
5. Any and all terms and conditions contained on any Customer purchase order with respect to the Reagents shall be of no force or effect.

DiaSorin

The Diagnostic Specialist

DiaSorin Inc.
1951 Northwestern Avenue
Stillwater, MN 55082-0285
800-328-1482
tel 651-439-9710
fax 651-351-5669
www.diasorin.com

If this proposal is acceptable to you, please return a signed copy to DiaSorin at your earliest convenience. Please reach out to your local DiaSorin representative with any questions or concerns you may have.

Regards,

Jay McConnell

Jay McConnell
Commercial Administration Manager

Mason Vail 5/4/2020

Customer Signature Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Fifth Amendment to Memorandum of Understanding with DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Fifth Amendment to Memorandum of Understanding with DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada; and authorize the Chief Executive Officer to sign the Amendment. ***(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 5 – extend through 5/31/2023
Amount: Amendment 5 – revenue based on volume
Out Clause: 180 days w/o cause except between the months of September and February

BACKGROUND:

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

On June 19, 2012, the Board of Hospital Trustees approved a new Memorandum of Understanding (MOU) with HCPN for the same services to include but is not limited to medical, diagnostic and surgical services for the treatment of HCPN Medicare Advantage members. The term was from June 1, 2012 through May 31, 2015. Amendment 2, effective June 1, 2015, extended the term through May 31, 2018 and updated Exhibit A-1 (Fee Schedule). Amendment 3, effective July 13, 2017, changed the business name and updated Exhibit A-1 (Fee Schedule). Amendment 4, effective June 1, 2018, extended the term through May 31, 2020 and updated Exhibit A-1 (Fee Schedule).

Cleared for Agenda
May 27, 2020

Agenda Item #
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This Amendment 5 requests to (i) change the business name to HCP IPA Nevada, LLC; (ii) extend the Term for three (3) years through May 31, 2023; and (iii) update Exhibit A-1 (Fee Schedule) and Exhibit C (Medicare Advantage HMO Plans).

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

FIFTH AMENDMENT TO
The Memorandum of Understanding Between
HealthCare Partners of Nevada
University Medical Center of Southern Nevada

THIS FIFTH AMENDMENT ("Amendment"), dated and effective June 1, 2020 is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as "Hospital") and DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada (hereinafter referred to as "Company").

WHEREAS, the parties have previously executed a Memorandum of Understanding (the "MOU") effective June 1, 2012, amended on June 1, 2015 to extend the term period and adjust the contract rates; amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusions section; and amended on June 1, 2018 to extend the term period and adjust the contract rates; and

WHEREAS, the parties desire to further amend the MOU to extend the term period of the agreement and revise the contracted rates.

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

1. **Name Change:** Any reference to "DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada" shall be changed to "HCP IPA Nevada, LLC", and any reference to HCPN shall hereinafter mean "Company".

2. **Extend Section 5 Term** for three (3) years effective June 1, 2020 and ending May 31, 2023 at 11:59 p.m.

3. **Delete Exhibit A-1** dated June 1, 2018 – May 31, 2020 in its entirety and replace it with Exhibit A-1 dated June 1, 2020 – May 31, 2023 attached hereto.

4. **Delete Exhibit C** dated June 1, 2018 – May 31, 2020 in its entirety and replace it with Exhibit C dated June 1, 2020.

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

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

HOSPITAL:

By: _____

Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

HCPN:

By: _____

Name: Mark Prus

Title: President

Date: 5/7/2020

HCPN/UMC
FEE SCHEDULE
EXHIBIT A-1

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

Exhibit C Plans

1) Humana Medicare Advantage HMO

2) SelectHealth Medicare Advantage HMO

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:	HCP IPA Nevada, LLC		
(Include d.b.a., if applicable)	Health Care Partners Nevada		
Street Address:	700 E. Warm Springs	**Website:**	www.HCPNV.com
City, State and Zip Code:	Las Vegas, NV 89119	**POC Name:**	John D. Lach
		Email:	jlach@hcpnv.com
Telephone No:	702-318-2400	**Fax No:**	702-777-1201
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: Mark Price

Title: President — Date: 5/7/2020

REVISED 7/25/2014

Executive Leadership Team

Mark Price, MBA
President

Bard Coats, MD, MBA
President Emeritus

Kirk Miller
Chief Operating Officer

Cora Case, PhD, CMA, CHC
Chief Financial Officer

Ama Brobbey, MD
Chief Medical Officer

Warren Volker, MD, PhD, MS, FACOG
Chief Clinical Officer

Sloan Albert, MHA, FACHE
VP of Operations

Jim Sturgeon
VP of People Services

Jeremy Cox
VP of Operations

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Maintenance Agreement with Intuitive Surgical, Inc**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Service Agreement with Intuitive Surgical, Inc.; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: da Vinci Xi® Robot maintenance
Bid/RFP/CBE: NRS 332.115.1 (c)
Term: Service; Four (4) years
Amount: $536,000.00
Out Clause: 90 days prior to end of renewal term

BACKGROUND:

UMC entered into an agreement with Intuitive Surgical, Inc., for the purchase of a da Vinci Xi® Robot.

This request is for approval of the Service Agreement with Intuitive for annual maintenance on the equipment through March 26, 2024 for an annual fee of $134,000, and $536,000 total for the 4-year term. UMC has the option to terminate this Service Agreement upon 90 days' notice prior to the end of each annual renewal year.

In accordance with NRS 332.115.1(c), the competitive bidding process is not required for repairs and maintenance of equipment which may be more efficiently repaired or maintained by a particular vendor.

UMC's Chief Operating Officer and Clinical Supervisor have reviewed and recommends approval of the Agreement. The agreement was approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
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Service Agreement
Quote Number: 4009593

UNIVERSITY MEDICAL CTR OF S NEVADA - NV (the "Customer")
1800 WEST CHARLESTON BVLD
LAS VEGAS, NV 89102
UNITED STATES

System Model:	**da Vinci® Xi** (the "System")
System Serial Number:	**SK0206**
Payment Terms:	**NT30**
Payment Frequency:	**Annual**
Auto Renewal:	**No _____** (Customer Initial)

Package Type:	**Service Plan: dVComplete Care**	**134,000.00 USD**
Service Term:	**03/27/2020 – 03/26/2024 (the "Service Term")**	

Advanced Exchange Preferred Pricing
dVSTAT® Technical Support
Normal Labor
Normal Travel
OnSite® Access
OnSite® Remote Monitoring
Parts Exchange
System Inspections (PM)
Software Reliability Updates
Sterile Reprocessing Support (SRS)
Clinical Uptime Guarantee
Guaranteed Response Time

	Package Total	**134,000.00 USD**
(the "Annual Service Fee" excludes applicable taxes)	**Total**	**134,000.00 USD**

- **Total Cost of Four Year Contract: $536,000.00**

Service Agreement
Quote Number: 4009593

UNIVERSITY MEDICAL CTR OF S NEVADA - NV (the "Customer")
1800 WEST CHARLESTON BVLD
LAS VEGAS, NV 89102
UNITED STATES

Both parties having read, understood and agreed to be bound by the terms and conditions of this Service Agreement.

ACCEPTED BY:
INTUITIVE SURGICAL, INC.

Signature: Matt Keller (Mar 27, 2020)
Email: Matt.Keller@intusurg.com
Title: Service Contracts Manager
Company: Intuitive Surgical, Inc.

ACCEPTED BY:
CUSTOMER:

By: _____
Date: _____
Name: _____
Title: _____

Please e-mail the signed Agreement to servicecontracts@intusurg.com or via fax to 1-408-228-1226.

Service Agreement
Quote Number: 4009593

Standard Terms & Conditions of Service

1. Services: If Customer is current in payment to Intuitive of the Annual Service Fee, Intuitive, directly or through one of its designated service providers, will provide support and maintenance of the System to Customer as outlined in this Service Agreement ("Services"). Intuitive will use parts sourced by Intuitive, which may, at Intuitive's discretion, include reconditioned parts, ("Equivalent to New" or "ETN"). ETN parts are components, assemblies, or partial products which have had prior usage, but have been inspected, reworked, and tested as required so that their function, performance, and appearance will be essentially equivalent to that of new parts. Regardless of whether parts are new or ETN, Intuitive's appropriate warranties apply.

2. Limitations on Service:

General. Intuitive does not have an obligation to provide Services (1) on any System where installation, repair, or adjustments have been made by an individual other than an Intuitive technician or an individual approved by Intuitive or (2) which are either necessary or desired as a direct or indirect result, in whole or in part, of unauthorized repair, modification, disassembly, alteration, addition to, subtraction from, reconfiguration, or misuse of the System, or negligence or recklessness on the part of Customer.

Cleaning. Regular daily cleaning of the System as described in the related manuals, labeling, instructions for use, notifications or other documentation ("Documentation") is not included in the Services.

Additional Equipment. Intuitive's Services obligations do not include the provision to Customer of any hardware developed by Intuitive that is not contained in the initial System obtained by Customer, and which Intuitive offers as a separate product or for an additional fee.

Time and Materials. If the System needs repair or maintenance services due to any of the circumstances described above, Intuitive may, at its sole election, provide repair services at Customer's expense and at Intuitive's then current time and material rates. Intuitive is not obligated to provide Services on any System for which any applicable warranty has been voided, or for which the performance of Services is otherwise excused by the terms of this Service Agreement or the associated sales agreement for the System.

Unauthorized Instruments and Accessories. The System is designed for use only with the instruments and accessories made or approved by Intuitive for use with the System ("Instruments and Accessories"). If Customer uses the System with any surgical instrument or accessory not made or approved by Intuitive, Intuitive may discontinue Services, and any warranties applicable to any Services provided prior to any discontinuance will be void.

3. Payment Terms: The issuance of a purchase order by Customer is solely for the convenience of the Customer; therefore, whether or not Customer issues a purchase order does not affect Customer's commitment to pay for Services under this Service Agreement. In the event Customer requires a purchase order to be referenced on a Service invoice to facilitate payment, Customer will provide Intuitive with a purchase order number sixty (60) days prior to each anniversary of the Service Renewal Term. After the Service Term, and subject to mutual written agreement, annual Services may be renewed at Intuitive's then current list price.

4. Automatic Renewal: If Customer selects the auto renewal option, the term of this Service Agreement will automatically be renewed for one (1) year renewal terms ("Renewal Term(s)") as long as Intuitive provides Services for the System, unless either party provides written notice of its intent to terminate this Service Agreement to the other party, at least ninety (90) days prior to the end of the Service Term, or subsequent Renewal Terms. Notice of termination to Intuitive will be sent to servicecontracts@intusurg.com.

5. Services Warranty: Intuitive warrants that the Services will be performed consistent with generally accepted industry standards. If Intuitive breaches this warranty, Customer's sole and exclusive remedy will be to require Intuitive to re-perform the Services. FRU Parts: Replacement parts carry a ninety (90) day warranty against manufacturing defects and sold on an exchange basis only. **INTUITIVE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER AND THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATION WILL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW**.

6. Notice, Access and Cooperation: Customer will notify Intuitive or Intuitive's designated service provider of any requests for Services. Customer will fully cooperate with and assist Intuitive in the provision of Services.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Intuitive Surgical, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1020 Kifer Road	**Website:**
City, State and Zip Code:	Sunnyvale, CA 94086	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ 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: Marc Giuffrida (Mar 12, 2020)

Email: marc.giuffrida@intusurg.com

Title: Sr. Director, Contract Administration

Company: Intuitive Surgical, Inc

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement (Group Physician On-Call Coverage) with Las Vegas Urology, LLP**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Professional Services Agreement for Adult Urology On-Call Coverage with Las Vegas Urology, LLP; signed by the Chief Executive Officer and authorize to exercise any extension options. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000723000 Funded Pgm/Grant: N/A
Description: Adult Urology On-Call Coverage Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 6/1/2020 to 5/31/2021 with two 1-year options
Amount: $2,700 per day for on-call services or NTE $985,500 per year
Out Clause: 30 days w/o cause

BACKGROUND:

This request is to ratify the Professional Services Agreement for Group Physician On-Call Coverage with Las Vegas Urology, LLP (Provider). The agreement was ratified to secure immediate urology coverage required for Level 1 Trauma centers. For the total not to exceed amount of $985,500 per year, Provider will provide clinical and 24/7 on-call adult urology coverage for UMC's inpatients and outpatients, including but not limited to, UMC's Emergency and Trauma Departments, in accordance with the call schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider $2,700 per day, or a NTE total of $985,500 from the June 1, 2020 through May 31, 2021, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

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

Provider currently holds a Clark County business license.

Cleared for Agenda
May 27, 2020

Agenda Item #
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This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for ratification by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Professional Services Agreement ("Agreement"), is made and entered into as of the date last signed by the parties below, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and **Las Vegas Urology LLP**, a Nevada limited liability partnership with its principal place of business at **7500 Smoke Ranch Road, #200, Las Vegas, NV 89128** (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of a Urology Section under the Department of Surgery (the "Department") located in Hospital which requires certain Services (as defined below); and

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

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

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

I. DEFINITIONS

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

1.1 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to adult urology services.

1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Urology Section under the Department of Surgery.

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

1.4 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.

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

II. PROVIDER'S OBLIGATIONS

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

2.2 Medical Staff Appointment.

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

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

c. 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, represents and warrants that he or she:

i. is Board Certified in Urology;

ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;

iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;

iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;

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

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

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

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

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

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

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

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

2.6 Industrial Insurance.

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

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

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

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

2.9 Maintenance of Records.

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

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

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164

(the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

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

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

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

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

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

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

3.3 Personnel. Other than Member Physicians, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation 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 provide within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

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

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

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

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

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

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider **$2,700 per day** for the On-Call Services, or for an **annual amount not to exceed $985,500**. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered 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 June 1, 2020 (the "Effective Date"), or earlier if the parties mutually agree in writing, and subject to paragraph 7.5, shall remain in effect for one (1) year (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

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

a. Any change of address of Provider;

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

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

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

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

6.3 Termination For Cause.

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

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 1.4, 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 as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder wherein such Member Physician is not timely removed by Provider; or

ii. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, the Provider does not remove such Member Physician from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction; or

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; or

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; or

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

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

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 thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

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

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

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

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

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

discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the 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.

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

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

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

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

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) presenting reimbursement claims: (i) for services or items that the Provider knows were not actually provided as claimed; (ii) that are based on the use of an improper billing code which the Provider knows will result in greater reimbursement than the proper code; (iii) that the Provider knows are false; (iv) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (v) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (vi) for procedures which the Provider knows were not medically necessary. Violation of the Federal False Claims Act may result in fines of up to $11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members,

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

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program, has a Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment 2. Provider is expected to immediately notify Hospital via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, at (702) 383-6211 or at Rani.Gill@umcsn.com, or through the Hotline (888) 691-0772, or the website at http://www.goldenegg.ethicspoint.com, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

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

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

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

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

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

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

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

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, 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: Las Vegas Urology, LLP
Attn: Victor Grigoriev, M.D.
7500 Smoke Ranch Road, #200
Las Vegas, Nevada 89128

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

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

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

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

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

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

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

a. n/a

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date reflected below.

Provider:
Las Vegas Urology, LLP

By: _____
Victor E. Grigoriev, M.D.
Managing Partner

Date: 4/24/2020

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason VanHouweling
Chief Executive Officer

Date: 4/30/2020

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

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

On-Call Services:

a. Provider, through its Member Physicians, shall deliver to the Department of Urology 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. As applicable, Provider On-Call Services shall be equally shared with other designated providers on the rotation schedule. "On-Call Services" are defined as "emergency and on-call urology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the Adult Urology rotation schedule 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, a copy of which has been provided to Provider.

Clinical Services:

a. Provider, through its Member Physicians, shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of urological disease or for assessment of a urologic medical condition."

b. Provider, through its Member Physicians, 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 inpatients and outpatients.

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 urology program and perform all administrative, departmental, supervisory and educational functions related to the operation of the urology program, and as required from time-to-time by the 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 Administration, including the CEO, COO, CNO and/or his or her designees.

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

a. Victor Grigoriev, MD
b. Joseph Candela, MD
c. Lawrence Newman, MD
d. Andrew Hwang, MD
e. Casey McGraw, MD
f. Guillermo Patino, DO

EXHIBIT B
STANDARDS OF PERFORMANCE

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

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

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

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

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

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

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

g. Provider shall perform appropriate clinical documentation.

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

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

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

k. The parties recognize that as a result of Hospital's patient *mix,* Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (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 Administration to discuss and verify inpatient admission data collections. The parties shall also discuss Provider's adherence to the Performance Standards set forth herein and Hospital Administration agrees to provide reasonable notice to Provider if there is any divergence from the same.

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, as applicable.

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

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 and Dental Staff Bylaws, (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 maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions, as applicable.

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

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

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

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

Attachment 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non-Employees / Allied Health Non-Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

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

POLICY:

1) All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.

2) All credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.

3) All equipment provided and used by outside entities must meet the safety requirements required by this policy.

4) Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management department.

5) Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.

6) Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements
Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

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

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

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

Healthcare Providers

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

Clinical Care Services

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

1. Written job description that indicates:

    a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.

    b. Required licensure, certification or registration as applicable.

    c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.

2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.

3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.

    a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC.

    b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).

    c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.

    d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.

    e. Measles, Mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;

4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.

    a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;

    b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).

5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.

    a. Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.

    b. Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.

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

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

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

i. Knowledge and ability required to perform the written job description;
ii. Ability to effectively and safely use equipment;
iii. Knowledge of infection control procedures;
iv. Knowledge of patient age-specific needs;
v. Knowledge of safety procedures; and
vi. Knowledge of emergency procedures.

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

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

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

9. Contractor submits to Hospital for annual review:

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

b. The patterns and trends relating to the contractor's use of Allied Health providers.

10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.

11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However, UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

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

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

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

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

    c. Monitoring and evaluation will include:

        i. Preventive maintenance;
        ii. Identification and recordation of equipment management problems;
        iii. Identification and recordation of equipment failures; and
        iv. Identification and recordation of user errors and abuse.

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

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

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

    b. Operating and safety procedures for equipment use;

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

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

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

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

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

MONITORING:
The contractor will provide reports of performance improvement activities at defined intervals.
A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

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

    a. Copy of contract

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

    c. Job description

    d. Resume'

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

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

    g. Current license verification/primary source verifications

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

i. Annual Performance Evaluation(s)

j. UMC's "Department Specific Orientation" form

k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.

l. Completion of Non-Employee specific orientation

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

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

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

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

Non-Employee Orientation– Provided by the Organizational Development Department

1. Non-Employee orientation must occur prior to any utilization of contracted personnel.

2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Organizational Development Department.

3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. RN orientation will be scheduled by the appropriate responsible UMC Manager.

4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.

2. Complete UMC incident reports and/or medication error reports, when appropriate, using the PSN. The contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

1. Duties will be assigned by the Physicians, Department Manager, and Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.

2. Administer care utilizing the standards of care established and accepted by UMC.

3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.

4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Organization Development department.

5. Administer narcotics as appropriate to position and scope of practice.

ATTACHMENT A
I-66 POLICY

UMC
UNIVERSITY MEDICAL CENTER

Surveillance Questionnaire for Contracted Temporary Non-Clinical Staff

Last Name _____ First Name _____ DOB _____

Employer _____

Please answer the following questions:

Have you had a fever in the last week?	No	Yes
Have you had chills within the last week?	No	Yes
Do you have a cough?	No	Yes
Have you had a cough for more than 2 weeks?*	No	Yes
Have you had any blood in your cough?*	No	Yes
Have you had any unexplained weight loss?*	No	Yes
Do you have night sweats?*	No	Yes

If you answered YES to any of the above questions, you are required to wear a mask while in the hospital.

*Forms must be completed by temporary staff first day of working within hospital and every week thereafter, not to exceed 8 weeks. All forms with yes answers to questions 4-7 must be turned into Employee Health Services for review prior to contractor working within the hospital.

Attachment 2

Notice of False Claims and Statements

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

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

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly 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.

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, civil penalties range from $5,500 to $11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

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

Nevada State False Claims Act

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

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

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

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Abuse and False Claims

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 59

Corporate/Business Entity Name:	Las Vegas Urology	
(Include d.b.a., if applicable)		
Street Address:	7500 Smoke Ranch #200	**Website:** Las Vegas Urology
City, State and Zip Code:	Las Vegas, NV 89128	**POC Name:** **Email:** marianb@lasvegasurology.com
Telephone No:	(702) 233-0727	**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)
See attached		

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
Title: partner	Date: 5/12/2020

Scott L. Baranoff, MD, FACS
Rachel C. Bowers, PA
Joseph V. Candela, MD, MPH
Douglas R. Debenham, MD
Hillary B. Durstein, NP
Vijay Goli, MD, FACS
Ilya Gorbachinsky, MD, FACS
Victor E. Grigoriev, MD, FACS
Steven B. Kurtz, MD
R. David Larsen, MD
O. Alex Lesani, MD
Hilary Long, PA
Guillermo E. Patino, DO
Casey O. McCraw, MD
Lawrence H. Newman, MD
Stacy W. Slade, PA
William B. Steinkohl, MD, FACS
William R. Wise, MD, FACS
Jeffrey M. Zapinsky, MD, FACS
Haibin Zhang, PA

LAS VEGAS UROLOGY

Diplomates of the
American Board of Urology

Las Vegas Urology, LLP Ownership

- Las Vegas Urology, LLP
- Ownership %
    - Joseph V. Candela, MD - 9.840832%
    - Vijay B. Goli, MD -9.840832%
    - Victor E. Grigoriev, MD - 9.840832%
    - Andrew H. Hwang, MD - 4.920449%
    - Steven B. Kurtz, MD - 9.840832%
    - Ralph D. Larsen, MD - 9.840832%
    - Omid A. Lesani, MD - 9.840832%
    - Lawrence H. Newman, MD - 6.512065%
    - William B. Steinkohl, MD - 9.840832%
    - William B. Wise, MD - 9.840832%
    - Jeffrey M. Zapinsky, MD - 9.840832%

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of Purchase of Swab Test Kits from Medical Buyers Group**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Emergency Purchase Order with Medical Buyers Group, Inc. for the purchase of COVID-19 Swab Test Kits; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000991100
Funded Pgm/Grant: N/A
Description: Kit Swab Test
Bid/RFP/CBE: NRS 332.112(2)
Term: Direct purchase as needed basis
Amount: NTE $14,750,000.00
Out Clause: UMC has the right to refuse the delivery if the merchandise does not meet quality expectations.

BACKGROUND:

This request is for ratification of an emergency purchase of swab test kits from Medical Buyers Group, Inc. in a total amount not to exceed $14,750,000.00. This purchase was made immediately in order to support UMC's COVID-19 testing efforts in the Las Vegas community. The terms of the purchase are 50% of the total order paid as a down payment, and the remaining 50% due at delivery, subject to UMC inspection and acceptance.

In accordance with NRS 332.112, UMC purchased swab test kits from Medical Buyers Group, Inc. without utilizing the competitive bidding process in order to acquire the swab test kits needed for the Las Vegas community, as soon as possible

UMC's Chief Operating Officer and Director of Laboratory Services have reviewed and recommend approval of this purchase order. This order agreement was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
May 27, 2020

Agenda Item #
9

This purchase order was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

QUOTE

Medical Buyers Group
115 E Main St
Buford, GA 30518
404-405-9472

Invoice No : 470
Date : 5/7/20
Due Date: 5/7/20

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

Quantity	Description	Unit Price	Line Total
5,000,000	Swab test kits	$2.95	$14,750,000.00

SHIPPING INCLUDED

Subtotal	$ 14,750,000.00
Shipping	
TOTAL	$ 14,750,000.00

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Business Designation Group (Please select all that apply)						
MBE	WBE XXX	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: NONE

Corporate/Business Entity Name:	MEDICAL BUYERS GROUP, LLC	
(Include d.b.a., if applicable)		
Street Address:	301 W. COUNTRY DRIVE	**Website:** WWW.MEDICALBUYERSGROUP.COM
City, State and Zip Code:	DULUTH, GA 30097	**POC Name: TAYLOR CREATI** **Email:TAYLOR@**MEDICALBUYERSGROUP.COM
Telephone No:	678-910-7703	**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)
LINDA HARDIN	COO	50%
TAYLOR CREATI	CFO	50%

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

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)?

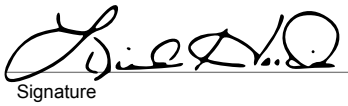
   Yes No X (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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 X (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



Signature

LINDA HARDIN

Print Name

COO

Title

5/12/2020

Date

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Purchase Order 4500317291-211

Order Date	05/12/2020
Last change date	N/A
Payment Terms	Due on receipt of invoice
Buyer	Patricia Turner
Phone	702-207-8337
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:867507
MEDICAL BUYERS GROUP, LLC
502-552-3879
115 E MAIN STREET SUITE A1B-5A
BUFORD GA 30518

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

Terms: 50% of total order down and 50% due of each delivery balance upon each delivery net zero. Payment is conditional upon inspection and acceptance by UMC that the merchandise meets the same specifications as the samples received 5-8-2020 prior to this order. Otherwise the delivery will be returned to vendor and UMC will be released from any obligation to pay for the remaining items at vendor's expense.

UNIT PRICE PER KIT $2.95
COVID-19
HEALTHTRUST MEMBER ID:K5670
SEE ATTACHED FEMA GRANT PROGRAM TERMS AND CONDITIONS

DELIVERY DUE DATE By:
Lead time: 10K available as of 5/12/2020 with 10K a day thereafter until the first order of 100K can be delivered by May 22 2020. Thereafter, orders will increase to 200K per week beginning June 1 until June 15 2020 when orders will increase to 250K per week until the entire 5,000,000 is met.

Quanity not to exceed 5,000,000 kits

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

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

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
20	IKIT SWAB TEST 50% DOWN UNIVERSAL VIRAL TRANSPORT MEDIUM FLOCKED SWAB 3MM X 20MM TIP - LENGTH 6INCH SWABSTICK NASOPHARYNGEAL	7,375,000.00	USD	1.00 / USD	7,375,000.00

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Purchase Order 4500317291-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	Please deliver for LAB Delivery date: Day 05/12/2020				
30	KIT SWAB TEST 50% REMAIN RECIEPT UNIVERSAL VIRAL TRANSPORT MEDIUM FLOCKED SWAB 3MM X 20MM TIP - LENGTH 6INCH SWABSTICK NASOPHARYNGEAL Please deliver for LAB Delivery date: Day 05/27/2020	7,375,000.00	USD	1.00 / USD	7,375,000.00

Total $ 14,750,000.00

INSTRUCTIONS TO VENDOR:

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

***** UMC GPO AFFILIATION HEALTHTRUST MEMBER ID # K5670 *****

SIGNATURE

Patricia Turner

DATE: 05/12/2020

Patricia Turner
PHONE :702-207-8337

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Fifth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine)**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fifth Amendment to the Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine or School); and authorize the Chief Executive Officer to take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Fifth Amendment to Preliminary Affiliation Agreement
Bid/RFP/CBE: N/A
Term: Fifth Amendment – Academic Year 2020-2021
Amount:

Academic Year 2020-2021	
Academic Mission Support	$ 3,700,000.00
Resident Salaries (NTE)	$ 15,213,078.00
NTE Total	**$ 18,913,078.00**

Out Clause: Terminates early upon execution of an Academic Health Center Master Affiliation Agreement
Additional Comments: UMC estimates it will receive approximately $4.5 Million from the federal Direct Graduate Medical Education (DGME) program and approximately $7.3 Million from the federal Indirect Medical Education (IME) program, which result in a total of $11 to $12 Million in through the Centers of Medicare and Medicaid Services (CMS) for the Federal Resident Program. Expenses are accounted for in the FY 2021 UMC Budget.

Cleared for Agenda
May 27, 2020

Agenda Item #
10

BACKGROUND:

On May 25, 2016, the UMC Governing Board approved the Preliminary Affiliation Agreement with UNLV School of Medicine to (1) formalize the relationship, and set forth the process and certain obligations that will result in the creation of a premier Academic Health Center that is jointly operated by the parties, and (2) anticipate further and additional agreements between the parties including an Academic Health Center Master Affiliation Agreement that will set forth the roles, responsibilities and obligations of the parties in further detail.

The Academic Health Center's goal is to expand programs in (1) medical student education, (2) graduate level medical education, including residencies and fellowships, (3) basic science, clinical and translational research, and (4) the clinical practice of medicine. The term is from June 21, 2016 and continues for the earlier of ten (10) years or the execution of an Academic Health Center Master Affiliation Agreement. The First Amendment, dated on or about December 14, 2016, amended Section 13.2, Early Termination, changing the Closing Date deadline from December 31, 2016 to July 1, 2017. The Second Amendment, dated on or about June 30, 2017, amended Section 3.1 to include Exhibit B, Master Affiliation Agreement for GME; updated Section 6 to include Schedule 1, the Resident Salaries and Academic Mission Support Fees Academic Year 2017-2018; and added Section 15, EMR System Access Agreement. The Third Amendment, dated on or about June 5, 2018, amended Schedule 1 to set the Resident Salaries and Academic Mission Support Fees for Academic Year 2018-2019. The Fourth Amendment, dated on or about June 21, 2019, amended Schedule 1 to set the Resident Salaries and Academic Mission Support Fees for Academic Year 2019-2020.

This Fifth Amendment amends Schedule 1 to set the Resident Salaries and Academic Mission Support Fees for Academic Year 2020-2021.

The parties are authorized to enter into this Amendment pursuant to (1) Article 11, Section 4 of the Constitution of the State of Nevada, (2) Chapters 396, 450 and 277 of the Nevada Revised Statutes, and (3) certain other inherent, express, and necessarily implied powers and authority.

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

The Department of Business License has determined that UNLV School of Medicine is not required to obtain a Clark County business license nor a vendor registration since School is a part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at its May 20, 2020 meeting and recommended for approval by the Governing Board.

FIFTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS FIFTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "**Fifth Amendment**"), is entered into by and between the Board of Regents of the Nevada System of Higher Education, ("**NSHE**"), on behalf of the University of Nevada, Las Vegas, ("**UNLV**") and its School of Medicine ("**UNLV School of Medicine**") and the University Medical Center of Southern Nevada ("**UMC**") with the intent it be effective on July 1, 2020, and;

WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Third Amendment and Fourth Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support;

WHEREAS, pursuant to Section 9.1 of the Preliminary Affiliation Agreement, the parties mutually agree to continue negotiations towards an Academic Health Center Master Affiliation Agreement with an anticipated effective date of July 1, 2021, unless otherwise mutually agreed.

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC's funding of resident salaries and its academic mission support for Academic Year 2020-2021.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. **Schedule 1**

   In accordance with Section 6 of the Preliminary Affiliation Agreement, Schedule 1 is hereby amended and replaced with a new Schedule 1, attached hereto, for Academic Year 2020-2021.

2. **No Further Modifications**

   Except as modified in this Fifth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Fifth Amendment, the terms of this Fifth Amendment shall prevail. This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

1

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Fourth Amendment on this _____day of _____, 2020.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ Date: _____
Mason VanHouweling
Chief Executive Officer

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Las Vegas

By:_____ Date: 4/24/2020
Marc J. Kahn, M.D.
Dean, UNLV School of Medicine

By:_____ Date: 4/27/2020
Marta Meana
President, University of Nevada, Las Vegas

Approved as to Legal Form:

By:_____ Date: 04/24/2020
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2020-21

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

Academic Mission Support: $3,700,000.00 (such amount shall be paid monthly in equal installment on or about the 15th day of the month)

Resident salaries for the 2020-2021 Academic Year:

Resident Salaries: Not to exceed **$15,213,078** (amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below.)

Programs	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5	PGY 6	FTE Totals:
Acute Care Surgery	-	-	-	-	-	-	0
Cardiology	-	-	-	1.86	2.07	2.07	6.00
Child & Adolescent Psychiatry	-	-	-	0.80	0.20	-	1.00
Emergency Medicine	8.00	8.00	8.00	-	-	-	24.00
Endocrinology	-	-	-	1.00	-	-	1.00
Family Medicine	5.00	4.26	3.70	-	-	-	12.96
Family Medicine Rural	2.00	0.16	0.33	-	-	-	2.49
Gastroenterology	-	-	-	0.93	1.07	1.67	3.67
General Surgery	4.00	3.34	2.33	3.33	3.00	-	16.00
Geriatric Medicine	-	-	-	-	-	-	0.00
Internal Medicine	21.8	19.40	18	-	-	-	59.20
Minimally Invasive Gynecologic Surgery	-	-	-	-	-	-	0
OB/GYN	3.67	5.00	4.99	6.17	-	-	19.83
Orthopaedic Surgery	4.00	3.00	4.00	3.00	4.00	-	18.00
Otolaryngology	1.00	1.00	1.00	1.00	1.00	-	5.00
Pediatrics	5.71	7.22	6.80	-	-	-	19.73
*Pediatric Emergency Medicine (*new)*	-	-	-	-	-	-	0
Plastic Surgery	1.00	1.00	1.00	0.75	1.00	1.00	5.75
Psychiatry	5.00	2.34	0.20	1.50	-	-	9.04
Pulmonary Critical Care	-	-	-	2.30	2.14	2.11	6.55
Critical Care Track	-	-	-	2.20	-	-	2.20
Sports Medicine	-	-	-	0.50	-	-	0.50
Surgical Critical Care	-	-	-	-	-	5.00	5.00
Total FTE							**217.92**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Service Agreement and Addendum for Zenition 70 with Philips Healthcare**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Service Agreement and Addendum with Philips Healthcare for the Zenition 70 Mobile C-Arm; authorize the Chief Executive Officer to approve future renewals within his delegation of authority; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714000 Funded Pgm/Grant: N/A
Description: Service Agreement for Mobile C-Arm Imaging Equipment
Bid/RFP/CBE: 332.115.1 (c), (d)
Term: 5 Years
Amount: $68,250.00
Out Clause: 60 days with cause

BACKGROUND:

This request is for approval of a Service Agreement with Philips Healthcare for service, labor and parts coverage for UMC's Zenition 70 Mobile C-Arm, imaging equipment for surgical procedures performed in the OR. The addition of this service contract increases the total equipment purchase cost to $624,825. Staff also requests approval for the CEO to execute future renewals of this agreement or related orders within his delegation if deemed beneficial to UMC.

In accordance with NRS 332.115.1(c), the competitive bidding process is not required as the services to be performed are for the repair/maintenance of equipment which is more efficiently repaired and maintained by a particular vendor.

UMC's Chief Operating Officer and Clinical Director of Specialty Services have reviewed and recommends approval of the Service Agreement. The Agreement and Amendment to Terms and Conditions have been approved as to form by UMC's Office of General Counsel.

Philips Healthcare maintains a current business license with Clark County, Nevada

Cleared for Agenda
May 27, 2020

Agenda Item #
11

This Agreement and Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

PHILIPS HEALTHCARE
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Quotation #: 1-272GXRE	**Rev.** 1	**Effective From:** 02/21/2020	**To:** 04/21/2020

Presented To:
UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2386

Tel:

Alternate Address:

Presented By:
Dominick Fragomeno
Account Manager
Tel: (626) 222-1620
Fax: (855) 616-7446

Ted Reyes
Regional Manager
Tel: (949) 726-3255
Fax:

Date Printed: 21-Feb-20

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Model	Months	Qty	Service Plan
718133 Zenition 70	60	1	SVC0150 Philips RightFit Primary Service Agreement

Home Office Use Only		
Site #	**Start Date**	**End Date**

POINT OF SALE SERVICE CONTRACT SECTION

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

Philips Ultrasound Customer Services has been Ranked #1 by Customers in the IMV ServiceTrakTM All Systems Survey for over 25 years. More than a quarter century!

Customer Note

Point of Sale Service Agreement for equipment quote 1-23CSTM8

Item #	Part #	Description

1 **SVC0150** **Philips RightFit Primary Service Agreement**

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Primary Service Agreement offers you the advantage of flexible service, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 5:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for IXR systems is 1 - 2 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment including both hardware and software items. For BV Pulsera and Veradius Mobile C-Arm systems, standard parts coverage includes Energy Storage Unit (ESU) including the battery. For Zenition 50 and Zenition 70 Mobile C-Arm systems, standard parts coverage includes the charging unit of the ESU, but excludes the battery.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our

solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. Available upon request, this contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

1.1 SVC00548 Glassware X-Ray Tube(s) & 1 Flat Detector

- Comprehensive parts and labor support for X-Ray Tube(s) and Flat Detector(s)/Digital Detector(s), unless the base plan does not include labor, in which case the part only will be provided

1.2 SVC02129 Replace battery in Energy Storage Unit (ESU)

Replace battery in Energy Storage Unit (ESU)

Service Plan: SVC0150 Philips RightFit Primary Service Agreement
Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
☐	60 Monthly Payments at	$1,138	$1,138
☐	20 Quarterly Payments at	$3,413	$3,413
☐	5 Yearly Payments at	$13,650	$13,650
☐	Single Payment at	$68,250	$68,250

*** If no selection is made, the default choice will be monthly payments.**

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: NO CONTRACT **Contract #:** NONE

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

_____
Signature

Title _____ Date _____

Exhibit 7A

SUPPLEMENTAL COVERAGE OPTIONS

SELECTION OF ANY SUPPLEMENTAL COVERAGE OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. SUPPLEMENTAL COVERAGE PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED. AN INITIAL BESIDE AN OPTION AUTHORIZES PURCHASE OF THIS SUPPLEMENTAL COVERAGE OPTION.

Item #	Part #	Description	Price/Month	Months	Qty	Annual Net	Ext. Net Price	
1	SVC19905	Tech Max Zenition	$445.85	60	1	$5,350.25	$26,751.25	Init_____

The Philips Image Guided Therapy Systems (IGT Systems) Technology Maximizer [PRO] Service Agreement is a software upgrade and hardware refresh program that enables optimum performance of and easy upgradeability for your IGT Systems interventional x-ray system. The program will maintain your interventional x-ray system's technology at the state of the art during the term of the agreement, and will ensure your system is upgraded with the latest clinical innovation or workflow functionality. The IGT Systems Technology Maximizer PRO Agreement provides the following features:

- Computer and security hardware will be refreshed one time during the term of the agreement to ensure optimal performance of the interventional x-ray equipment.
- Operating system will be upgraded to the latest compatible software release, as such releases become available (compatible with the interventional x-ray equipment's hardware described in the IGT Systems equipment quotation).

Philips will provide at least 1 new interventional application with new clinical functionality, if and when available.

- Upgrade will include necessary training on new functionality or features. Training may be onsite or computer-based as determined by Philips for each upgrade.
- When purchased at point-of-sale of the interventional x-ray equipment, the effective date of the agreement will be at the start of the standard warranty period of the equipment, as long as all Philips service agreement booking criteria are met.
- Compatibility and preferential pricing for new functionality of table side user interface.
-Online education resources on usability of the system (limited licenses).

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED
The services listed in the quotation and/or Attachment A (the "Services") are offered by Philips Healthcare a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS
The Services do not include:
2.1 Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the "Covered System") that is at the listed system location ("Site");
2.2 Servicing Covered System if contaminated with blood or other potentially infectious substances;
2.3 Any service necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative;
(ii) the failure of anyone to comply with Philips' written instructions or recommendations;
(iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips;
(iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;
(v) damage caused by an external source, regardless of nature;
(vi) any removal or relocation of the Covered System; or
(vii) neglect or misuse of the Covered System;
2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.
2.5 Batteries are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment or uninterruptible power supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES
During the term of this Agreement, Customer will:
3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions;
3.2 Dispose of hazardous or biological waste generated;
3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts and outages), incoming water quality, and fire protection system);
3.3.1 For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poor power quality.
3.4 Use the Covered System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY
4.1 System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at Philips then current labor and travel rate for all time spent by Philips service personnel waiting for access to the Covered System.
4.2. Biomedical Equipment Availability. In order to achieve the contracted planned maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8am to 5pm, excluding Philips recognized holidays) starting 2 weeks before the month in which PM's are due and ending on the last day of the actual month in which PM's are due. If the Biomedical Equipment is unavailable during the month in which PM's are due and this results in Philips having to perform service, of more than 25% of the PM volume due that month, in the last week of the month that PM's are due, Philips will charge the Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. It does not include diagnostic imaging equipment that is non-mobile .

5. PAYMENT All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full.
5.1 Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.
5.2 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. EXCUSABLE DELAYS
Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request, shortage of labor, materials or manufacturing facilities.

7. TERM AND TERMINATION
7.1 The term of this Agreement shall be set forth in the quotation and/or Attachment A attached hereto and incorporated herein ("Term").
7.2 This Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days written notice to Philips representing that the Covered System is being permanently removed from use and that the Covered System is not being used in any other Customer site.
7.3 Upon sixty (60) days written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such sixty (60) day notice period.
7.4 In addition, if the Customer sells or otherwise transfers their business or a majority of their Covered Systems to a third party and the Covered Systems remains installed and in use at the same location, but such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement, then the Customer may terminate this Agreement with respect to such Covered Systems upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.
7.5 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within thirty (30) days of such termination.
7.6 Clinical Education training and credits will expire upon termination of the Agreement.

8. DEFAULT
Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with ten (10) days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE
AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OF SOFTWARE. If Philips determines that its ability to provide the service coverage is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon written notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of service coverage not already completed.

10. WARRANTY DISCLAIMER
Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY

PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. LIMITATIONS OF LIABILITY AND DISCLAIMER

11.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS' AND ITS AFFILIATES', FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITIES THE BASIS FOR THE CLAIM. THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;
(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
(c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA; and,
(d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES.

PHILIPS WILL HAVE NO NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS

Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended soley to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer agrees to restrict access to such software, tools and written documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

13. THIRD PARTY MANAGEMENT

If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES

The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

15. INDEPENDENT CONTRACTOR

Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' act or omissions related to any services that are performed by Customer's employees under this Agreement.

16. RECORD RETENTION AND ACCESS

Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (i) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

17. COMPLIANCE

17.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreementthe purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
17.2 Upon Customer request Philips will provide a mutually agreeable Business Associates Agreement.
17.3 In the course of providing the Services to Customer, hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified ("Personal Data"). Personal Data means means information about an identifiable individual, and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law.
Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

18. CONFIDENTIALITY

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Service or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

19. SUBCONTRACTS AND ASSIGNMENTS

Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE

Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

21. RULES AND REGULATIONS
To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER
As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

23. SOLICITATION OF PHILIPS EMPLOYEES
For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the Services.

24. GENERAL TERMS
24.1 Survival. Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.
24.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.
24.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
24.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.
24.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
24.6 ENTIRE AGREEMENT This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersedes any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.
24.7 Additional Terms. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibits shall govern.

Exhibit 1: Additional Imaging System Service Terms and Conditions
Exhibit 2: Philips Technology Maximizer
Exhibit 3: Additional Support & Assist Coverage Terms and Conditions
Exhibit 4: Uptime Guarantee
Exhibit 5: Additional Clinical Education Training Terms and Conditions
Exhibit 6: Additional Rightfit Software Maintenance Agreement Terms and Conditions
Exhibit 7: Rightfit Software Maintenance Agreement Hardware Support
Exhibit 8: Additional Patient Care Services Terms and Conditions

25. AUTHORITY TO EXECUTE
The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

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Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. **SERVICES PROVIDED**

1.1. Initial Covered System Inspection. Within ninety (90) days after the effective date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturer's specification. Philips will provide Customer a written estimate for repairs necessary to bring any of the covered system within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in section 3 herein. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract price if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from this contract.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. **CONTRACT ADMINISTRATION**

2.1. System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the contract pursuant to Section 7 of the Service Agreement Terms and Conditions

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities.

3. **EXCLUSIONS** Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (as defined below) ("Consumeables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1 Consumeables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc); BP hose/cuff; foot pedestals; hand pieces; scopes (laryngoscope, baton, endoscope, etc); defibrillator cables; paddles and test plugs; or table accessories.

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quote, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this Agreement includes coverage for biomedical services: the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. **COVERAGE** Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit.

5. **DOCUMENTATION** Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. **CUSTOMER RESPONSIBILITIES** During the term of this Agreement Customer will

6.1If applicable, attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.

6.3.Provide Philips with broadband internet or Wi-Fi access for business purposes.

6.4 Provide Philips with the Covered System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS).

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.3 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband internet access node, including public and private interface access, suitable to establish a successful connection to the Covered System through the PRS and Customer network.

6.6.4 If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. **Helium Replenishment (Applies only to MRI Service)**

7.1 If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI System, then Customer is responsible for any additional Helium expenses.

7.2 Customer shall provide access to the MRI system to perform helium replenishment, cryorefrigeration sytem and chiller services during contract hours of corrective and/or planned maintenance services.

7.3 If the Covered System is not connected to the PRS, then Customer shall report Helium level readings weekly for all systems covered by this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com

7.4 During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. an on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. the liquid helium level is below the minimum operating helium level as indicated in the instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer

shall also immediately cease to operate the MRI Equipment);

7.4.3. a sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. the MRI magnet refrigeration system is out of order and/or not operational;

7.5 Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6 If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7 If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8 Customer will inform Philips of any planned power outages.

Exhibit 2

ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER

1.Services. If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System as follows:

a.Software Upgrades and Updates. Philips will provide software updates and upgrades consisting of revisions to, and new versions of, software for existing applications and operating system licenses when made commercially available by Philips. Any other third party Software is not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an update or upgrade is available, then Customer is entitled to receive the offered update or upgrade for three (3) months following such termination.

I. Technology Maximizer: Customer is entitled to upgrades to the equipment operating system software, basic application software and software applications previously purchased or bundled with the Covered System when made commercially available. Customer may purchase new, separately-licensed functionality or applications for the Covered System separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.

II. Technology Maximizer Pro: If Customer has purchased a Technology Maximizer Pro option under this Agreement, Philips will provide new software applications when such applications are (i) made commercially available by Philips after the Effective Date of this Agreement; (ii) supported by the Covered System hardware configuration; and (iii) intended for use in the "clinical domain" identified in the quotation or otherwise as explicitly specified in the quotation.

b. Hardware Upgrades and Updates. Software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades. If included in the quotation, Philips will provide one commercially available computer hardware upgrade during the term of the Agreement, to the Covered System hardware component(s) expressly described on the quotation under the Technology Maximizer option. Philips will provide such hardware upgrade at the time and quantity as expressly described on the quotation under the Technology Maximizer option. In no case will Philips obligation under any Covered System hardware provided under the Agreement exceed $5,000 or the amount expressly described on the quotation under the Technology Maximizer option, whichever is greater. This paragraph (b) does not apply if the software only Technology Maximizer option.

c. Ultrasound Hardware Upgrades and Updates. This Agreement does not include hardware upgrades or updates for Ultrasound systems. Customer is responsible for any hardware upgrades or updates required to install a software upgrade or update.

d. To receive an upgrade:

i. Customer must be in compliance with all terms and conditions of this exhibit and the Agreement, including the availability of Philips remote service capability and access to the Covered System by Philips personnel;

ii. Customer must identify one Customer representative who will manage and be responsible for Customer's selection and scheduling of upgrades installation under this exhibit; and the Covered System that will receive the update or upgrade must meet the specifications of the update or upgrade. Unless provided hereunder, Customer shall provide the Covered System hardware and/or software necessary to meet such specifications.

e. Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the Covered System under this exhibit are subject to the terms and conditions of this Agreement, and any license terms and conditions included in the purchase of the system from Philips or later provided to Customer.

2. Installation Services and Clinical Education for Software Upgrades and Updates. Philips will install the upgrades or updates that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at a mutually agreeable time. Update or upgrade installation and clinical support of the installation shall take place during standard onsite response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays.

Prior to the installation, Philips will specify the clinical support or clinical education that Customer is entitled to receive to support the software and/or hardware upgrade. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips' sole discretion. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education.

3. Termination. If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades to the Covered System software or hardware are provided by Philips, then Customer will pay Philips the list price of the provided upgrades within thirty (30) days of such termination or default.

21594h v1 (rev042118)

UPTIME GUARANTEE

Exhibit 4

1. GENERAL. Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS.

a) Measurement Period: The measurement period for determining Uptime Percentage is twelve (12) months beginning on the effective date of this Agreement and thereafter on the anniversary date of the effective date.

b) Base Hours shall mean the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under this Agreement for each Uptime System.

c) Downtime shall mean the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips Customer Care Solutions Center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under this Agreement. Philips may verify Downtime and adjust calculations accordingly.

d) Uptime Hours are determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e) Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE. If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage.

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION. The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

a. MEASUREMENT EXAMPLE # 1:
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

b. MEASUREMENT EXAMPLE # 2:
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

5. REPORTS. Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular Uptime System within sixty (60) days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER. Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES. Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

21594h v1 (rev042118)

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:	Philips North America, LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 Minuteman Road	**Website: www.philips.com**
City, State and Zip Code:	Andover, MA 01810	**POC Name: Terry-Ann Masters** **Email: terry.masters@philips.com**
Telephone No:	978-659-2829	**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)
Vitor Rocha	President and CEO	100 % owned by Philips Holding USA Inc.
James Mark Mattern, II	Senior Vice President & Treasurer	
Joseph E Innamorati	Senior Vice President and Secretary	
Paul Cavanaugh	Vice President	
Karen Maloney	Assistant Secretary	

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.

Mark G. O'Malley
Signature

Mark G. O'Malley
Print Name

Senior ManagerContracts
Title

February 14, 2019
Date

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

PHILIPS

ADDENDUM TO SERVICE TERMS & CONDITIONS

Philips Healthcare a division of Philips North America LLC ("Philips") and University Medical Center ("Customer") agree to amend the Service Agreement Terms and Conditions (1-272GXRE) ("Agreement") between them. If there are any conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. All paragraph(s) specifically listed below supersede the same numbered paragraph(s) as listed in the Agreement. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Philips and Customer agree to amend the Agreement as follows:

1) Delete Philips Healthcare Service Agreement Terms and Conditions and corresponding Exhibits, which came with the Agreements and replace with Attachment A, Philips Service Terms and Conditions and Exhibits.
2) Delete the following language from page 1 of the Agreement:

Replace with the following language:

> "This quotation contains confidential and proprietary information of Philips Healthcare and is intended for the use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Healthcare."

Replace with the following language:

> 'This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without Philips' prior written consent, except to the extent disclosure to third parties is mandated by Nevada law including, but not limited to, the Nevada Revised Statutes Chapter 239, Public Records, and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies, subject to Section 18, Confidentiality of the Philips Healthcare Service Agreement Terms and Conditions, herein."

The Agreement represent the entire agreement between the parties and supersedes all previous communications, representations, agreements and negotiations between the parties on this matter.

(Signature Page Follows)

nk
4/16/2020

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

The parties to this Agreement have signed this Addendum by their duly authorized officers on the date written below.

For Philips Healthcare	***For University Medical Center***
	Signature
Printed Name	***Printed Name***
Title	***Title***
Date	***Date***

nk
4/16/2020

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS (REV P)

PHILIPS QUOTE #: 1-272GXRE

****DENOTES AMENDED PARAGRAPH**

1. **SERVICES PROVIDED

1.1 The services listed in the quotation (Quote #:1-272GXRE) and/or Attachment A (the "Services") are offered by Philips Healthcare a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS

The Services do not include:

2.1. Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the "Covered System") that is at the listed system location ("Site");
2.2. Servicing Covered System if contaminated with blood or other potentially infectious substances;
2.3. Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the Covered System; or (vii) neglect or misuse of the Covered System;
2.4. Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.
2.5. Batteries are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment or uninterruptible power supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

3.1. Ensure that the Site is maintained in a clean and sanitary condition; and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions
3.2. Dispose of hazardous or biological waste generated;
3.3. Maintain operating environment within Philips specifications for the Site including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts and outages), incoming water quality, and fire protection system;
  3.3.1. For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poor power quality.
3.4. Use the Covered System in accordance with the published manufacturer's operating instructions.

4. **SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY

4.1. System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at Philips then current labor and travel rate for all time spent by Philips service personnel waiting for access to the Covered System. In the event of a patient emergency, Philips will extend a thirty (30) minute grace period. Additionally, Customer has the option to call ahead of time to reschedule the mutual appointment or pay for the FSE to wait.

~~**4.2. Biomedical Equipment Availability.** In order to achieve contracted planned maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8am to 5pm, excluding Philips recognized holidays) starting 2 weeks before the month in which PM's are due and ending on the last day of the actual month in which PMs are due. If the Biomedical Equipment is unavailable during the month in which PM's are due and this results in Philips having to perform service of more than 25% of the PM volume due that month, in the last week of the month that PM's are due, Philips will charge the Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. It does not include diagnostic imaging equipment that is non-mobile.~~ Intentionally omitted.

~~**4.3.4.2.**~~

5. **PAYMENT

5.1 All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full.

~~Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.~~

nk
4/16/2020

Commented [KN1]: Please review. Our service agreement terms and conditions were updated recently.

Commented [KN2]: Restored. Required. I have already provided a grace period below. This is what we agreed to in the attached fully executed agreements for quotes# 1-23UIVOG and 1-23UIVP0.

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5.1.1 Payment Methods. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.

5.1.2 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. **EXCUSABLE DELAYS

6.1. Each party shall be excused from performing its obligations(except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, terrorism, pandemics, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request, shortage of labor, materials or manufacturing facilities. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

7. **TERM AND TERMINATION

7.1. The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").

7.2. Except as provided herein, ~~T~~this Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days written notice to Philips representing that the Covered System is being permanently removed from the Site and that the Covered System is not being used in any other Customer site.

7.3. Upon ~~sixty~~ forty five (~~60~~45) days written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such ~~sixty~~ forty five (~~60~~45) day notice period.

7.4. In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, and such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement,~~,~~ then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to ~~3~~20% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.

7.5. ~~If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) business days of such termination.~~ N/A for this Agreement.

7.6. Clinical Education training and credits will expire upon termination of the Agreement.

8. **DEFAULT

8.1 Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement ~~and all other agreements~~ between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement ~~and any or all of the other agreements~~ until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection~~, and reasonable attorney's fees,~~ (iv) terminate this Agreement with ten (10) days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE

9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OR SOFTWARE.

9.2 If Philips determines that its ability to provide the service coverage is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of service coverage not already completed.

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Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

10. WARRANTY DISCLAIMER.

10.1 Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. **LIMITATIONS OF LIABILITY AND DISCLAIMER

Commented [KN14]: Accept as currently stated

11.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS' AND ITS AFFILIATES' FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

11.1.1 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;

11.1.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

11.1.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA; and,

11.1.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES.

11.2 PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

11.3 IN NO EVENT SHALL ~~PHILIPS OR ITS AFFILIATES~~ EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS

12.1 Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer agrees to restrict access to such software, tools and written documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

13. THIRD PARTY MANAGEMENT

13.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES

14.1 The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

15. INDEPENDENT CONTRACTOR

15.1 Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. RECORD RETENTION AND ACCESS

16.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

17. ~~*~~*COMPLIANCE

17.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreement includes a discount, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

17.2 ~~Upon Customer request, Philips will provide a mutually agreeable Business Associates Agreement.~~ The parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated November 28, 2015, which is herein incorporated into this Agreement by reference.

17.3 In the course of providing the Services to Customer, hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified ("Personal Data"). Personal Data means information about an identifiable individual, and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

18. ~~*~~*CONFIDENTIALITY

18.1~~18.1~~ Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation

of these Terms and Conditions of Service or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required; by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

Notwithstanding the foregoing, Philips acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that Philips has claimed to be confidential and proprietary, Customer will immediately notify Philips of such demand and Philips shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of such a protective order, the information requested will be released without any further liability on the part of Customer.

Commented [KN15]: Accept insertion

19. SUBCONTRACTS AND ASSIGNMENTS

19.1 Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE

20.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

21. RULES AND REGULATIONS

21.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER

22.1 As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

23. **SOLICITATION OF PHILIPS EMPLOYEES

23.1 For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the Services; however, employment through public advertisements of open positions shall not be considered a solicitation.

Commented [KN16]: Accept insertion

24. GENERAL TERMS

24.1 Survival. Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

24.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

24.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

24.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

24.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

24.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

24.7 Additional Terms. Service specific exhibits and any associated attachments are incorporated herein as they apply to the services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

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

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26. AUTHORITY TO EXECUTE

The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

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Exhibit 1

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS
(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2. Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in Section 3 herein. All components used are subject to Philips' inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract prices if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the service coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise Customer waives right to service and Philips may delete Covered System from this Agreement.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. **CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the contract pursuant to Section 7 of the Service Agreement Terms and Conditions.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

~~If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities included within this Exhibit.~~

Commented [KN18]: Accept deletion

3. EXCLUSIONS

Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (as defined below) ("Consumables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1. Consumables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc); BP hose/cuff; foot pedals; hand pieces; scopes (laryngoscope, baton, endoscope, etc.); defibrillator cables; paddles and test plugs; or table accessories.

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quote, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this Agreement includes coverage for biomedical services, the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, , electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE

4.1 Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit.

Commented [KN19]: Restored. Required. Please review the attached Labor and Travel Rates.

5. DOCUMENTATION

5.1 Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. **CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

6.1. Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2. Provide a secure non-exclusive ~~dedicated~~ space within Customer's main facility and at each additional facility or location as necessary for ~~the resident Philips staff~~performance of the Services;

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes;

6.4. Provide Philips with the Covered System service manuals for any non-Philips System;

6.5. Maintain all software licenses applicable to the Covered System;

6.6. For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service ("PRS").

6.6.1. The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2. Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.3. Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network; and

6.6.4. If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. HELIUM REPLENISHMENT (APPLIES ONLY TO MRI SERVICE)

7.1. If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2. Customer shall provide access to the MRI system to perform helium replenishment, cryo refrigeration system and chiller services during contract hours of corrective and/or planned maintenance services.

7.3. If the Covered System is not connected to the PRS, then Customer shall report helium level readings weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com/.

7.4. During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. An on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. The liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

7.4.3. A sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. The MRI magnet refrigeration system is out of order and/or not operational.

7.5. Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6. If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7. If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8. Customer will inform Philips of any planned power outages.

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Exhibit 2

ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER

1. SERVICES

if Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System as follows:

1.1. Software Upgrades and Updates. Philips will provide software updates and upgrades consisting of revisions to, and new versions of, software for existing applications and operating system licenses when made commercially available by Philips. Any other third party Software is not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an update or upgrade is available, then Customer is entitled to receive the offered update or upgrade for three (3) months following such termination.

1.1.1. Technology Maximizer: Customer is entitled to upgrades to the equipment operating system software, basic application software and software applications previously purchased or bundled with the Covered System when made commercially available. Customer may purchase new, separately-licensed functionality or applications for the Covered System separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.

1.1.2. Technology Maximizer Pro: If Customer has purchased a Technology Maximizer Pro option under this Agreement, Philips will provide new software applications when such applications are (i) made commercially available by Philips after the Effective Date of this Agreement; (ii) supported by the Covered System hardware configuration; and (iii) intended for use in the "clinical domain" identified in the quotation or otherwise as explicitly specified in the quotation.

1.2. Hardware Upgrades and Updates. Software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades. If included in the quotation, Philips will provide one commercially available computer hardware upgrade during the term of the Agreement, to the Covered System hardware component(s) expressly described on the quotation under the Technology Maximizer option. Philips will provide such hardware upgrade at the time and quantity as expressly described on the quotation under the Technology Maximizer option. In no case will Philips obligation under any Covered System hardware provided under the Agreement exceed $5,000 or the amount expressly described on the quotation under the Technology Maximizer option, whichever is greater. This paragraph (b) does not apply if the software only Technology Maximizer option.

1.3. Ultrasound Hardware Upgrades and Updates. This Agreement does not include hardware upgrades or updates for Ultrasound systems. Customer is responsible for any hardware upgrades or updates required to install a software upgrade or update.

1.4. To receive an upgrade:

1.4.1 Customer must be in compliance with all terms and conditions of this exhibit and the Agreement, including the availability of Philips remote service capability and access to the Covered System by Philips personnel;

1.4.2 Customer must identify one Customer representative who will manage and be responsible for Customer's selection and scheduling of upgrades installation under this exhibit.

1.5 The Covered System that will receive the update or upgrade must meet the specifications of the update or upgrade. Unless provided hereunder, Customer shall provide the Covered System hardware and/or software necessary to meet such specifications. Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the Covered System under this exhibit are subject to the terms and conditions of this Agreement, and any license terms and conditions included in the purchase of the system from Philips or later provided to Customer.

2. Installation Services and Clinical Education for Software Upgrades and Updates.

2.1 Philips will install the upgrades or updates that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at a mutually agreeable time. Update or upgrade installation and clinical support of the installation shall take place during standard onsite response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays.

2.2 Prior to the installation, Philips will specify the clinical support or clinical education that Customer is entitled to receive to support the software and/or hardware upgrade. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips' sole discretion. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education.

3. TERMINATION

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3.1 If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades to the Covered System software or hardware are provided by Philips, then Customer will pay Philips the list price of the provided upgrades within thirty (30) days of such termination or default.

Commented [KN20]: Restored. Required. Please state your specific objection to this section.

nk
4/16/2020

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Exhibit 4

UPTIME GUARANTEE

1. GENERAL

1.1 Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

1.2 If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

2.1 Measurement Period: The measurement period for determining Uptime Percentage is twelve (12) months beginning on the effective date of this Agreement and thereafter on the anniversary date of the effective date.

2.2 Base Hours shall mean the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under this Agreement for each Uptime System.

2.3 Downtime shall mean the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips Customer Care Solutions Center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under this Agreement. Philips may verify Downtime and adjust calculations accordingly.

2.4 Uptime Hours are determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

2.5 Missing

2.6 Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage.

3.2 Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

4.1 The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

4.1.1 MEASUREMENT EXAMPLE # 1:
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.

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9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

4.1.2 MEASUREMENT EXAMPLE # 2:
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

5. REPORTS

5.1 Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular Uptime System within sixty (60) days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

6.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

7.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award RFP No. 2020-02 Out-of-Country Billing and Collection Services with Sunbelt Medical Billings, Inc. d/b/a Sunbelt Medical International**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and approve for award RFP No. 2020-02 Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, Inc. d/b/a Sunbelt Medical International; authorize the Chief Executive Officer to sign the Agreement and exercise any renewal options; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000853000 Funded Pgm/Grant: N/A
Description: Out-of-Country Billing and Collection Services
Bid/RFP/CBE: RFP No. 2020-02
Term: 7/1/2020 – 6/30/2023, with two, 1-year options to extend
Amount: Contingency fee of 8% of all collections recovered for accounts placed 181 days or less from discharge and 16% of all collections recovered for accounts placed after 181 days from discharge; estimated yearly cost is NTE $360,000.00; estimated total contract value is NTE $1,800,000.00
Out Clause: 30 days w/o cause

BACKGROUND:

RFP No. 2020-02 for Out-of-Country Billing and Collection Services was published in the Las Vegas Review Journal on February 2, 2020, and posted on the Clark County Website under Current Contracting Opportunities. Confirmation of Interest Forms were received from 5 collection agencies. On March 10, 2020, responses were received from:

Sunbelt Medical International

An ad hoc committee reviewed all submitted proposals independently and anonymously, and recommends the selection of, and contract approval with Sunbelt Medical International ("Sunbelt").

Sunbelt will assist UMC with its out-of-country billing and collection services, which include placement of all patient accounts with an address outside the United States upon discharge and coding. Sunbelt will: (1) seek to

Cleared for Agenda
May 27, 2020

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12

obtain reimbursement for UMC's non-US accounts through provider enrollment, billing, follow-up and collection activities; (2) manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to offsite supervision and management; (3) employ professionals versed in various international insurance plans, travel policies and wide range of health coverage throughout the globe to ensure UMC's compliance and proper reimbursement for services performed; and (4) employ legal professionals versed in travel insurance, foreign insurance plans and be familiar with multiple jurisdictional legal requirements to be part of the management team.

UMC agrees to compensate Sunbelt 8% of all collections recovered for accounts placed 181 days or less from discharge and 16% of all collections recovered for accounts placed after 181 days from discharge. The estimated annual cost is NTE $360,000.00.

The term of this Agreement is from July 1, 2020 through June 30, 2023 with the option to renew for two (2) 1-year periods unless terminated with a thirty (30) day written notice by either party. Staff also requests approval for the CEO to, at his discretion, exercise the renewal options at the end of the initial term if deemed beneficial to UMC.

Staff has negotiated the proposed Agreement and fees associated, and found them equitable for the work to be performed.

UMC's Director of Patient Accounting has reviewed and recommends award to Sunbelt and approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that Sunbelt Medical International is not required to obtain a Clark County business license nor a vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its May 20, 2020 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT

RFP NO. 2020-02

Sunbelt Medical International
NAME OF COMPANY
David Agarth
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6330 N. Andrews Ave., Fort Lauderdale, FL 33308
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(954) 568-1033
(AREA CODE) AND TELEPHONE NUMBER
(954) 568-2403
(AREA CODE) AND FAX NUMBER
david.a@sunbeltmi.com
EMAIL ADDRESS

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this _____ day of _____ 2020 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and SUNBELT MEDICAL INTERNATIONAL, a Florida limited liability corporation (hereinafter referred to as "COMPANY"), for Out-of-Country Billing and Collection Services (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance not to exceed $1,800,000.00, including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from July 1, 2020 through June 30, 2023 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of $1,800,000.00 for the Term. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Any expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or

services, which have not been previously paid to COMPANY.

4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance

services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

G. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart**, **Patient Accounting**, telephone number **(702) 383-3762,** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

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

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

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. Transition Period

At HOSPITAL's request for pending accounts, COMPANY may (a) continue to work on pending accounts for up to ninety (90) days after the effective date of such expiration or termination, or for such duration as is necessary for COMPANY to complete the pending accounts, or for an amount of time mutually agreed upon by the parties, if so requested by COMPANY; or (b) return all pending accounts to HOSPITAL according to an agreed upon process; and (c) if applicable, assist HOSPITAL in all reasonable respects with the transition of the services to a third party designated by HOSPITAL.

5. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Sunbelt Medical International
Attn: David Agarth
1475 W. Cypress Creek Rd., Suite. 204

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. 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 and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations

with respect to the performance of this Agreement.

2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
   a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

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

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

O. 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, 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 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, 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 COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Publicity

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

Q. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set forth in **Exhibit H**.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:
    a. A business is physically located in unincorporated Clark County, Nevada.
    b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
    a. A business is physically located outside of unincorporated Clark County, Nevada
    b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx).

S. Subcontractor Information Form

COMPANY agrees to complete and submit the attached the Subcontractor Information form as provided in **Exhibit D**.

T. Disclosure of Ownership/Principals Form

COMPANY certifies that the attached Disclosure of Ownership/Principals form (**Exhibit E**) is accurate and complete. Exhibit E is incorporated herein by reference.

U. Representations and Certifications Form

COMPANY certifies that the attached Representations and Certifications form (**Exhibit F**) is accurate and complete. Exhibit F is incorporated herein by reference.

V. Vendor/Supplier Self-Identification Form

COMPANY agrees to complete the attached Vendor/Supplier Self-Identification form (**Exhibit G**).

W. UMC Information Technology Requirements for Technology Implementations Form

COMPANY agrees to meet and follow the UMC Information Technology Requirements for Technology Implementations as provided in **Exhibit I**.

X. Ownership of Records

All data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

[Signature page to follow]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____
MASON VANHOUWELING DATE
Chief Executive Officer

COMPANY:

SUNBELT MEDICAL INTERNATIONAL

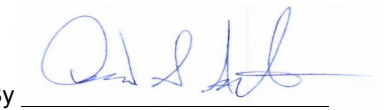
By  May 12, 2020
DAVID AGARTH DATE
President

EXHIBIT A
OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES
SCOPE OF WORK

Out-of-Country Billing and Collection Services which include placement of all accounts for patients residing outside the United States of America (USA) upon discharge and coding. COMPANY will seek to obtain reimbursement for HOSPITAL's non-USA accounts through provider enrollment, billing, follow-up and collection activities related to such accounts. COMPANY will staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. COMPANY will employ professionals versed in the various international insurance plans, travel policies and wide range of health coverage throughout the globe to ensure HOSPITAL is in compliance and reimbursed properly for these services.

1. Hospital Information:

a. **Facility Name:** University Medical Center of Southern Nevada (UMC)

b. **Location:** Las Vegas, NV
   i. University Medical Center of Southern Nevada
      1800 W. Charleston Blvd.
      Las Vegas, NV 89102
      Bed Size: 497
   ii. University Medical Center of Southern Nevada – Physicians Services
      1800 W. Charleston Blvd.
      Las Vegas, NV 89102

c. **Gross Patient Revenue:**
   i. UMC: $ 3,214,598,473

d. **Net Patient Revenue:**
   i. UMC: $649,511,610

e. **Average Monthly Referral Volume (#; $):**
   i. UMC:
      1. Gross: 392; $5.6M
      2. Net: 173; $1.3M
   ii. UMC – Physicians Services:
      1. Gross: 60; $64K
      2. Net: 10; $28K

f. **Patient Accounting System:** EPIC
   i. Daily note files will be required from COMPANY.
      1. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC. (See **Exhibit J** for Standard EPIC file specifications).
   ii. COMPANY must be able to accept an average of 837 transaction files daily.

2. HOSPITAL's Vendor Requirements:

a. COMPANY must have experience working with EPIC; HOSPITAL shall train a super user in EPIC. COMPANY shall be responsible for training their staff after receiving training from UMC.

b. COMPANY must be licensed in the United States of America as a billing and collections agency.

c. COMPANY must work accounts at minimum based on the following:
   i. HOSPITAL will assign all accounts for patients residing outside of the United States of America to COMPANY upon discharge and coding, and will seek to obtain reimbursement on these accounts through any of the following avenues:
      1. Provider enrollment.
      2. Billing.
      3. Follow-up and collection activities related to the accounts.
      4. Engage in required third party billing agreements as necessary for the billing services related to various payers and intermediaries.
   ii. To ensure HIPAA compliance, HOSPITAL's accounts will be maintained separately from any other client accounts handled by COMPANY.

iii. HOSPITAL will be allowed to recall any account they deem necessary according to a mutually agreed upon process between COMPANY and HOSPITAL.
iv. COMPANY will staff and manage a remote billing center to handle the billing, tracking, follow-up and collection efforts related to the accounts referred to COMPANY.
    1. Remote team must be made up of professionals versed in various international insurance plans, travel policies, and a wide range of health coverage to ensure HOSPITAL is in compliance with and reimbursed properly for all services rendered by HOSPITAL.
    2. COMPANY will have access to legal professionals versed in travel insurance, foreign insurance plans, and familiar with multiple jurisdictional legal requirements who must be part of the management team.
    3. COMPANY will be responsible for providing training of all representatives associated with HOSPITAL's accounts to include all applicable laws, policies, regulations, and privacy of medical information.
v. COMPANY will seek to obtain reimbursement for all necessary account applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the different third party entities.
vi. COMPANY will complete any enrollment applications and forms on behalf of HOSPITAL that are necessary for the provision of services under this project. If necessary, COMPANY can work with HOSPITAL to complete the required applications and forms.
vii. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
viii. COMPANY must give weekly updates to the vendor management office (VMO) and HOSPITAL leadership team surrounding the top ten (10) highest dollar accounts in their inventory and the status of those claims.
ix. COMPANY must hold themselves to the standard of HOSPITAL when speaking to any and all parties outside of HOSPITAL regarding any HOSPITAL account.
x. COMPANY must adhere to the Fair Debt Collections Practice Act and all applicable Federal and State Laws related to billing and collections.
xi. COMPANY must be able to send and receive encrypted emails to ensure strict adherence to patient privacy laws.

d. COMPANY must comply with UMC's VMO including, but not limited to the following:
    i. Attend meetings as deemed necessary by the VMO at no additional cost.
    ii. Provide and update the files outlined in **Exhibit K**.
        1. Inventory file must be submitted via the VMO's SFTP on a weekly basis.
        2. Invoice detail file must be submitted via the VMO's SFTP on a monthly basis.

e. COMPANY will return the accounts to HOSPITAL upon HOSPITAL's request according to an agreed upon process.

f. COMPANY's hours of operation at minimum is between 7:00 AM to 6:00 PM PST, Monday through Friday.

g. COMPANY's management team will include legal professionals well versed in travel insurance, foreign insurance plans and familiar with multiple jurisdictional legal requirements.

h. COMPANY shall provide monthly reports to include performance reports, the status of accounts placed and reconciled between the HOSPITAL's and COMPANY's IT systems.

i. COMPANY shall engage in required Third Party billing agreements for the billing services related to various payers and intermediaries regarding electronic claims submission, eligibility verification, data entry emulation and other required services.

j. COMPANY's standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers.

k. COMPANY shall be responsible for updating any patient records in the EPIC system which COMPANY identifies new or corrected insurance information at no additional cost to HOSPITAL.

l. COMPANY shall perform any rebilling tasks for updated or corrected claims which COMPANY identifies at no additional cost to HOSPITAL.

m. HOSPITAL shall coordinate all Health Information Management requests from COMPANY to gather and send all HOSPITAL's patient medical records that have been requested by insurance carriers as part of their account processing and review.

3. Other: COMPANY will accept HOSPITAL's backlog as needed and determined by UMC.

EXHIBIT B
OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES
FEE SCHEDULE

1. OWNER shall pay COMPANY 8% of all recoveries from assigned accounts 181 days or less of placement.
2. OWNER shall pay COMPANY 16% of all recoveries from assigned accounts greater than 181 days of placement.
3. This Fee Schedule is all-inclusive of COMPANY's labor, supplies, equipment, software, etc.
4. COMPANY shall provide HOSPITAL with monthly invoices, no later than the fifteenth day of the month for services provided to HOSPITAL.
5. Payment terms shall be net 90 days.

EXHIBIT C

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:

1) Insurance Broker's name, complete address, phone and fax numbers.

2) COMPANY's name, complete address, phone and fax numbers.

3) Insurance Company's Best Key Rating

4) Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) General Aggregate ($2,000,000)
   (E) Products-Completed Operations Aggregate ($2,000,000)
   (F) Personal & Advertising Injury ($1,000,000)
   (G) Each Occurrence ($1,000,000)
   (H) Fire Damage ($50,000)
   (I) Medical Expenses ($5,000)

5) Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6) Worker's Compensation

7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

8) Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 West Charleston Boulevard
   Las Vegas, Nevada 89102

   THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:		COMPANY'S
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B:		
	INSURER C:		BEST KEY
	INSURER D:		
	INSURER E:		
	INSURER F:		RATING

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	X					EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	AUTOMOBILE LIABILITY	X					COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$
							AGGREGATE	$

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **C/O CONTRACTS MANAGEMENT** **1800 WEST CHARLESTON BOULEVARD** **LAS VEGAS, NV 89102** **The Certificate Holder is named as an additional insured.**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT D
SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

_____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

_____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☑ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.**

EXHIBIT E

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.

EXHIBIT E - 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:	Sunbelt Medical Billings, LLC	
(Include d.b.a., if applicable)	Sunbelt Medical International	
Street Address:	1475 W. Cypress Creek Rd. Suite 204	**Website:www.sunbelthp.com**
City, State and Zip Code:	Fort Lauderdale, FL 33309	**POC Name: David S. Agarth** **Email:David.A@sunbeltmi.com**
Telephone No:	954-568-1033	**Fax No:954-568-2403**
Nevada Local Street Address: **(If different from above)**	NA	**Website:NA**
City, State and Zip Code:	NA	**Local Fax No:NA**
Local Telephone No:	NA	**Local POC Name:NA** **Email:NA**

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)
Jon Gordon	Managing Member	55%
Virgil Bretz	Member	22.5%
David Angelone	Member	22.5%

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	David S. Agarth Print Name
President Title	2/20/2020 Date

EXHIBIT E - Continued

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
NA	NA	NA	NA

* 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

EXHIBIT F
REPRESENTATIONS AND CERTIFICATIONS

COMPANY, Sunbelt Medical International, certifies to the best of its knowledge and belief that it and its principals:

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

2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,

6. That it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

David Agarth	2020-02
Printed Name & Title of Authorized Representative	**Proposal Number**
	May 12, 2020
Signature of Authorized Representative	**Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Proposal Number**_____

EXHIBIT G
VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note**: If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not 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 provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

EXHIBIT G
VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	Sunbelt Medical Billings DBA Sunbelt Medical International
PO Box/Street Address:	1475 W. Cypress Creek Rd., Suite 204
City:	Fort Lauderdale
State/Province:	FL
Zip/Postal Code:	33309
Country:	US
Contact's Name & Title:	David S. Agarth
Contact Phone Number:	954-568-1033
Contact's Email:	David.A@sunbeltmi.com
Contact's Fax:	954-568-2403

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	**Definition**	**√**
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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	NA☐
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.	NA☐
	AX - Asian American: • Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. • Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. • Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). • Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia.	NA☐
	HA - Hispanic American (including Black individuals whose origins are Hispanic): • Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. • Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. • Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above.	NA☐
	NA - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	NA☐
	PI - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	NA☐
	Prefer not to answer	NA☐
BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	**Definition**	**√**

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.	☐
Emerging Small Business (ESB)	An independent and continuing business 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.	☐
Woman Owned Business (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.	☐
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	☐
Disabled Veteran Enterprise (DVET)	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 veteran.	☐
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	X
Choose to Not Self-Identify	Business chooses not to self-identify.	☐

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	**Definition**	**√**
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	☐
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	☐
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	X

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	**√**
Individual/Sole Proprietor	☐
Corporation	☐
Partnership	☐
Limited Liability Company	X
Non-Profit/Government Entity	☐
Other (please identify):	☐

Signature: _____

Name and Title (Printed): David S. Agarth **Date:** 2/26/2020

EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 2020, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and Sunbelt Medical International, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:
By: _____	By: _____
Mason VanHouweling	David Agarth
Printed Name	Printed Name
Chief Executive Officer	President
Title	Title
	1475 W. Cypress Creek Rd., Suite 204
	Address
	Fort Lauderdale, FL 33309
	City/State/Zip

EXHIBIT I
UMC INFORMATION TECHNOLOGY REQUIREMENTS
FOR TECHNOLOGY IMPLEMENTATIONS

Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case- by-case basis.
    - SQL Databases must be version 2012 or newer and be capable of running in a windows active/passive clustered environment. If not, you will be required to provide licensing for a locally hosted instance.
    - SQL databases must be able to run within a Named Instance on UMC's current SQL cluster. Other setups may be reviewed and accepted on a case-by-case basis.
    - If database is part of an application running under a virtual machine, the database must be stored and run in the UMC SQL failover cluster.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.
- The application, if using Oracle, must run on one or more versions currently supported by Oracle.

Development

- System must be able to use healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- For deployment of any application that's hosted on our web site (umcsn.com), it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. If the application is hosted in an external server, we can provide links to the Site.
- To deploy any solution/application in our Intranet, it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. We will also need the Source Code to provide ongoing support.
- Web applications are rendered with MS IE as a standard browser to view them. Adobe Flash is supported in IE environment. There is no support for HTML5 or JAVA at this time but may be supported in future.
- Crystal Reports is used as a standard reporting tool.
- Applications housing regulated data (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) must house test data for development and testing/training purposes. Production data is reserved for production only. Exceptions must be approved in writing by the Information Security Office (ISO) and data owner.

Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The Proposer will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees, including travel and expenses, as applicable.
- The Proposer will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the Proposer's solution.
- For Windows and non-Windows OS, vendor must provide documentation for AD / LDAP integration for security and account management.
- Critical applications (as defined by UMC) must include adequate failover and redundancy to ensure 100% uptime.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) in all facets of design, delivery, execution and ongoing support.

Client

- Applications must be compatible with and conform to the below minimum client requirements:
    - Desktops/Notebook
    - Windows 7 or higher
    - Chrome, IE9 or higher
- Client Virtualization
    - Citrix XenApp
    - Microsoft AppV
- Deployment packages must be deployable using SCCM including a silent installer, documentation, and a list of client dependencies.

Network/Infrastructure

- Products or devices being deployed must support a routed, segmented IP v4 network. IPv6 is not supported and should not be enabled.

- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.
- Vendor will certify UMC's WLAN prior to finalization of contract.
- WLAN Devices will meet the following requirements:
    - WPA2 PSK AES encryption scheme with a minimum 128 bit passkey.
    - All wireless devices must be able to function properly with a minimum - 70 db RSSI with a 0 to 25 db signal to noise level.
    - Wireless devices must function properly on channels 802.11.G.N channels 1,6, or 11.
    - Wireless devices must be able to function properly with a distributed access antenna (DAS) system.
- Wireless devices used as a critical life system (CLS) must be able to operate correctly on UMC's WLAN and CLS devices must be certified to operate on prior to finalization of contract.
- UMC utilizes SNMP for monitoring devices on the network. Systems must be compatible with SNMP version 2 or 3 for addition to the UMC monitoring solution.
- For Windows based OSs WMI must be installed and enabled.

Systems and Operations

- Server systems capable as running in virtual platforms are preferred. The guest operating system will run on a VMWare ESX 5.5 or Microsoft Server 2012 HyperV environment host utilizing either iSCSI or fiber attached SAN.
- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms. Microsoft Windows Datacenter 2012 or above is preferred. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC IT will manage all UMC computer hardware installed.
- UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices.
- Vendor software must not interfere or invalidate any operational function of UMC- managed software or agents. – Documented and approved exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans. - All proposed exceptions will be reviewed on a case-by-case basis.
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IT Department personnel.
- Proposed systems must be capable of being managed remotely and securely by the supporting vendor.
- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IT Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (for example HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card (DRAC) or IBM Remote Supervisor Adaptor (RSA).
- Hardware supplied by the vendor will be rack mountable, "server class" with redundant power supplies and storage.
- UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts. Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
    - Preferred local storage configuration should be capable of RAID 5, other configurations will be considered on a case by case basis.
    - OS partitions will be at least 50 GB.
    - Virtual systems with supplied templates are acceptable.
    - Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
- All rack mount servers shall have dual power supplies and run on 208V circuits. Other setups may be reviewed and accepted on a case-by-case basis.
- Applications must run on currently supported operating systems, database engine, hardware, interfaced systems, etc. No more than two versions behind.
- Application vendor is responsible for staying up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
    - UNIX/Linux-based applications must run as a service account and not as 'root'.
    - For UNIX/Linux-based applications, no use of SETUID or SETGID as 'root'.
    - Application files or directories should not require root access.
- UNIX/Linux-based application will not be installed into the system volume group/root file system.
- Vendor must accommodate and support routine operating system patching at least quarterly.
- Vendor must accommodate and support emergency operating system patching within two weeks of the release of said patch.
- Access to the server/application and transferring of data will use secure protocols (SSH/SSL, SFTP, SCP, etc.) and will be in compliance with current HIPAA and other regulatory requirements at the time of installation and into the future.
- UNIX/Linux based systems will use SUDO or SU accounts and not using direct logins.

Project Management

- Vendor will use a project management tool to track and manage project status and tasks.
- Vendor will provide a weekly status updates, including training plan, to UMC PMO, once project is kicked off.
- Vendor must provide UMC with specific and detailed technical and security requirements for their product deployment, prior to contract signature.
- Vendor must provide a single point of contact for communication during the project duration.
- Vendor needs to provide a written scope of work to be reviewed by the UMC PMO, including each type of UMC resource required and estimated work effort, prior to project kick off.
    - The vendor must work with the UMC PMO, upon Purchase Order being issued.
    - The vendor must supply a task list with UMC IT responsibilities clearly listed prior to project kick off.
    - The scope needs to include review, test, implementation, training, deployment, and maintenance.
- Vendor must get approval from PMO prior to scheduling a Go Live date.
- The vendor must provide an activation Plan which defines the vendors plan for roaming education prior to the day of Go Live.

Security

- The application must be compliant with UMC's password policy for all accounts (user, service account, schema owner, etc.) meeting the following requirements:
    - UMC access for provisioning accounts is performed against MS Active Directory (AD) in support of single sign-on.
        - User Accounts (logged in by a user):
        - Passwords must be a minimum of 8 characters in length.
        - Passwords must consist of 3 of 4 categories of uppercase letters, lowercase letters, numbers and/or special characters.
        - Passwords of user accounts must be changed (expired) every ninety (90) days.
        - Applications that do not "sync" with LDAP/AD must have the ability for the user to change their password within the application.
        - Passwords cannot be reused for 8 password changes.
        - Passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application.
    - Service Accounts (auto logged in or accounts run as an installed service):
        - Service accounts cannot be used by an individual to manually log in to a workstation or server.
        - Individual support accounts will be provided to allow vendor to provide support. The password will expire every 60 days.
        - Passwords must be a minimum of 14 (prefer 20) characters in length.
        - Passwords must consist of multi-case letters, numbers, and special characters, and may not contain dictionary words.
        - Passwords for service accounts may be set to never expire when approved by the ISO or their designee.
        - Service account passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application. *The only exception is a workstation KIOSK account and must be approved by the ISO or designee.
        - Service Accounts should be domain service accounts where possible.
        - Service Accounts and Administrator accounts must be recorded including password and not distributed to non-administrative or development users.
        - Users should utilize their assigned user accounts for user /desktop access with appropriate user or administrative permissions. Use of Administrator accounts is restricted to System Administrator level users for administrative purposes only.
        - Service Accounts should be blocked from signing into user desktops / or desktop access is limited to specified applicable server(s).
        - Vendors must not distribute Service Accounts to non-administrative or development users.
        - Vendors must utilize their individual / personal assigned user accounts for user access. Service Accounts must not be used to access user desktops.
        - Vendors will not share passwords or access to accounts, and will not create additional accounts without the permission of the UMC Information Security Office (ISO) and UMC application owner. Violation of this will result in reporting as an "incident" and escalating to appropriate levels.
    - Vendor must accommodate closing of non-secure or unused services/ports (e.g. sendmail, portmap) or document why said services are needed.
    - SMTP servers other than UMCSN SMTP servers are prohibited.
    - Anonymous SMTP Relay is only permitted to internal UMC users; any outbound email must be authenticated through MS Active Directory.
    - Client applications will not require local administrator access on the workstation computer to process or work with the server application.
    - Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
    - Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.

- Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- Web-enabled applications must be Internet Explorer 9 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates necessary to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates will be included in bid.
- Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and attaching to UMC's domain.
- Local administrator logons MAY NOT be used to install or run vendor software. All vendor accounts must conform to UMC logon policies and be issued through MS active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be MS Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration.
- Vendor's system will need to be compatible with UMC's anti-malware product Sophos. Directory exceptions must be provided by vendor and documented.
- Audit logs must be generated and imported into a standard SIEM.
- Data transfers of any kind containing regulated information (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) from UMC to a non-UMC site must be approved by the Information Security Office (ISO) and UMC data owner – in writing. Transfers must be done over an approved secure channel.
- User access logging must be provided to support user audit trail – for end user access as well as privileged administrative access.
- Payment Card Information (PCI) is not allowed on the UMC network. PCI compliance is required for any exposure to Payment Card Data (PCD).
- If a SaaS model is proposed, UMC reserves the right to periodically assess the security of vendor environment.
- If vendor comes into contact with UMC sensitive, regulated or confidential information, additional security requirements may be imposed (e.g. BAA for exposure to Protected Health Information (PHI)).
- UMC does not currently allow mobile devices to connect to the UMC network.

Training

- Vendor provides training plan (blueprint).
  - Based upon the contract, training will be supplied by one of the following options:
    - On-site provided by Vendor for all users.
    - On-site provided by Vendor for train-the-trainers that will in turn train end users.
    - Off-site training by Vendor.
    - Web-based training provided by Vendor.
    - No training and UMC is responsible for building curriculum.
- Documentation – Requirement should be in Word format so that UMC can edit:
  - Vendor delivers full set of curriculum (normally Users Guide and Quick Reference Guide).
  - Vendor provides proficiency exams. (if necessary).
  - Vendor gives option for UMC to build own curriculum.
- Data for classes – Vendor provides the scope for a training and testing environment with test data for classes with a script to refresh the data daily, or as applicable.
- User IDs for classes – Vendor provides training user IDs for classes, or will work with the UMC PMO to define requirements.
- Vendor provides a list of any hardware or software needed for the training facilities, at least two weeks in advance (coordinated through UMC PMO).
- The Vendor will supply detailed guides for installation and administration of both server and client software for the classroom environment.

Backups

- UMC utilizes CommVault Simpana as an enterprise backup solution. Any systems must support the install of a corresponding CommVault backup agent (iDataAgent) to allow UMC to pull backups of the machine.
- Systems must be compatible with CommVault Simpana version 11 or later.
- Any File, Directory, or Drive exclusions required by the vendor should be provided to UMC for configuration on the enterprise backup system and be approved by UMC Information Security.

EXHIBIT J
STANDARD EPIC FILE SPECIFICATIONS

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	**Value**
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	**Value**
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	**Value**
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	**Value**

Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	**Value**
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	**Value**
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	**Value**
Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	

Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	**Value**
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

EXHIBIT K
VENDOR FILE FORMAT SPECIFICATIONS

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:
Attributes in RED are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: *mm/dd/yyyy)*
6	Agency Assignment Date	Date of initial placement to Agency (Format: *mm/dd/yyyy)*
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was originally received (Format: *mm/dd/yyyy)*
12	Payment Post Date	Date in which the payment was posted to the hospital's Patient Accounting System received (Format: *mm/dd/yyyy)*
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
16	Facility	Name of facility for main hospital

Data field notes:

- *All column headers need to be included even if the columns do not contain data.*

File naming convention:
mmddyy_hospital_Facility_vendor_Invoice

mmddyy	=	Date the file was generated
hospital	=	Hospital name (abbreviation is preferred)
Facility	=	Facility Name (abbreviation is preferred)
vendor	=	Vendor name (abbreviation is preferred)

File Transmission:
A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:
Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra** rows should be above the column headers. **No merged or hidden** rows or columns.

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:
Attributes in RED are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. • Emergency Department (ED) • Outpatient (OP) • Inpatient (IP) • Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. • Medicare • Medicaid • Commercial • Managed Care • TPL • Auto
8	Placed Balance	Balance of account at date of placement

		(Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)
25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:

*mmddyy_hospital_Facility_vendor*_Inv

mmddyy	=	Date the file was generated
hospital	=	Hospital name (abbreviation is preferred)
Facility	=	Facility Name (abbreviation is preferred)
vendor	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Participating Facility Agreement and Medicare Advantage Addendum with SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Participating Facility Agreement and Medicare Advantage Addendum with SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc.; and authorize the Chief Executive Officer to sign the Agreement and Addendum. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Three (3) years from Effective Date
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

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

BACKGROUND:

This request is to enter into a new agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc. to provide its members healthcare access to UMC and its associated Quick Care facilities. The Agreement term is three (3) years from Effective Date unless terminated for convenience with a sixty (60) day written notice.

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

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

The Agreement and Addendum were reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
13

selecthealth

PARTICIPATING FACILITY AGREEMENT

This Participating Facility Agreement ("Agreement"), is made effective on the _____day of _____, 2020 ("Effective Date"), by and between University Medical Center of Southern Nevada (hereinafter referred to as "Hospital"), and SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc. ("collectively referred to as "Plan"). Hospital and Plan may be referred to individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, Hospital is a duly licensed county acute care Hospital established pursuant to Chapter 450 of the Nevada Revised Statutes and accredited by The Joint Commission on Accreditation of Healthcare Organizations, and certified for participation under Medicare and Medicaid, Title XVIII and XIX of the Social Security Act, desires to provide Covered Health Services, including, but not limited to, medical, diagnostic, surgical services, facilities and products for the treatment of Beneficiaries; and

WHEREAS, Plan contracts with physicians, hospitals and other healthcare practitioners and entities to provide or arrange for, at predetermined rates, the delivery of such health care services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Service Standards.

1. In order for Services (as defined herein) to be eligible to be covered by Plan under this Agreement, Services must be both "medically necessary" and "covered" as defined in Plan's documentation. Services defined as exclusions or limitations in the Member's Health Benefit Program are not covered services (or are limited in coverage to the extent of the stated limitation).
2. Services must be provided in the same manner, in accordance with the same standards, and within the same time and service availability as Hospital provides Services to its other patients and customers.
3. Services provided by Hospital must be available to Members during posted business hours. Direction must be given to Members for services needed after business hours (telephone message, sign posting, etc.) for emergency situations.
4. Services must be provided in a manner consistent with applicable professional rules of conduct, practice, and ethics.
5. Services must be provided in a manner consistent with Plan's policies, as provided to Hospital from time to time by Plan. See also Section V, below.

6. Hospital will utilize only properly trained and licensed (if required by law) health care providers and support staff to provide Services to Members.
7. Hospital agrees not to discriminate against any Member on the basis of HMO membership, source of payment, sex, age, race, color, religion, origin, health status, or handicap.
8. Hospital agrees that Services will be provided and billed in compliance with all federal rules and regulations relating to Services to Medicare patients, and in accordance with State of Nevada insurance and Hospital licensing laws and regulations.
9. Hospital agrees to consult with Plan's Medical Director on all questions of medical necessity.
10. Hospital agrees that it, its employees, and other health care providers have the right and responsibility, together with patients and patient representatives, to make final decisions on what services patients will receive, and that such decisions are independent of and are not governed by payment or coverage considerations related to Plan.

II. Member Enrollment Information.

1. Plan shall maintain a Member enrollment data system of current Members and shall verify, and where necessary, correct Member enrollment status at the request of Hospital.
2. Plan shall endeavor to notify Hospital whenever a Member who is an inpatient with Hospital disenrolls from coverage with Plan.
3. Plan agrees to provide Members (or the parents or guardians of minor or disabled Members) with distinctive Plan identification cards.
4. Hospital agrees to verify the identity of Members seeking Services by requesting that the Member present both the Member's Plan identification card and at least one other form of reliable identification.

III. Charges and Billing.

1. At the time of providing Services and/or products to a Member, Hospital shall collect from the Member, the applicable deductible or copayment/coinsurance amount required by the benefit plan under which the Member is enrolled with Plan.
   A. Plan is not responsible for the payment or collection of deductible, copayment, or coinsurance amounts.
   B. Hospital understands that deductible, copayment/coinsurance requirements are an important part of Plan's utilization management requirements, and Hospital agrees not to waive any deductible or copayment/coinsurance amount required by the benefit plan in which a Member is enrolled. Exceptions may only be made on a case-by-case basis for needy patients pursuant to Hospital's written charity care policy.
   C. Upon request, Plan will provide Hospital with copies of Plan's benefit descriptions and with applicable deductible, copayment/coinsurance requirements.
2. The amount of payment to Hospital for Services covered by Plan shall be made by Plan as provided herein and as outlined in the Schedule of Payment for Services in Exhibit A attached or at billed charges, whichever is less. See also Section IV, below.

3. Hospital shall submit all claims for payment pursuant to this Agreement for processing by Plan to Plan's Salt Lake City, Utah, address.
4. Claims will be submitted using billing codes and forms mutually agreed upon by the parties.
5. Plan agrees to comply with all State and Federal Prompt Pay Statutes and guidelines.
6. Hospital agrees to cooperate with Plan in any coordination of benefits with other payers. Plan will abide by all State Coordination of Benefits Statutes and Regulations and will process claims in accordance with the Member's Health Benefit Plan.
7. All subrogation rights related to Services to Members shall belong to and be exercised by Plan.
8. Hospital and Plan may appeal any payment decision resulting in the denial, underpayment or overpayment of a claim within twelve (12) months of the paid date. If either Plan or Hospital determines that the other party owes monies, then that party shall serve written notice to the other party, as set forth in this Agreement. The parties shall then immediately meet to discuss the alleged monies owing. If Plan and Hospital agree on the amount to be paid by one party to the other, then the owing party shall immediately remit such amount directly to the other party within fifteen (15) business days of such agreement to pay. If the parties cannot agree within thirty (30) business days of the date written notice was received, then the issue shall be settled by Dispute Resolution. However, in no event shall either party seek monies owed after twelve (12) months after the Received Date in the case of Hospital, or Payment Date in the case of the Plan.

9. Hospital agrees to submit all claims within ninety (90) calendar days of the date of Service to Plan on the appropriate health insurance claim forms. In addition, Hospital agrees to submit claims electronically when applicable and in accordance to Medicare guidelines. Any claim received by Plan more than twelve (12) months after the date of Service will not be considered for payment to Hospital and Plan agrees to comply with all HIPAA billing requirements.

IV. Limitations on Hospital Billing.

1. Hospital agrees that in no event, including but not limited to nonpayment by Plan, insolvency of Plan, or breach by Plan of this Agreement, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any other recourse against a Member or person acting on behalf of a Member for Covered Services provided pursuant to this Agreement. This part does not prohibit Hospital from collecting deductibles, copayments/coinsurance, as provided in the Member's evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to Members.
2. Hospital may freely communicate with patients about their treatment, regardless of benefit coverage limitations.
3. Hospital agrees to notify Members in writing and in advance of any proposed services that may be the personal obligation of the Member and not covered under this Agreement.
4. Except as provided in Section IV.1, Hospital agrees that it will not bill a Member for any Services that are covered by Plan, or any amount that would have been paid by Plan. Furthermore, Hospital agrees that it will not bill a Member for any Service

denied due to Hospital's failure to comply with Plan's utilization management requirements or Plan's Policies. See also Section V, below.

5. Hospital agrees that the requirements of this Section will survive the termination of this Agreement, regardless of the reason for the termination, and that this paragraph shall be construed to be for the benefit of Members and persons acting on behalf of Members.
6. In the event of Plan's insolvency, or dissolution of Plan, Hospital shall, at the request of one (1) or more Payor(s), accept payment from said Payor(s) at the rates provided in the applicable benefit plan or this Agreement. Additionally, Hospital agrees to perform the applicable provisions of this Agreement for the benefit of said plans.
7. Hospital agrees that the provisions of this Section supersede any oral or written agreement to the contrary now existing.

V. Quality Assurance and Utilization Management.

1. Hospital agrees to comply with Plan's Quality Assurance Program in all respects, including but not limited to participating in Plan's Member grievance and appeal processes and procedures.
2. Hospital agrees to comply with Plan's Utilization Management Program, including but not limited to obtaining Preauthorization or Precertification and referral for Services, when required by Plan, as will be required for all non-emergency Covered Services and as outlined in Plan's policies.
3. Facility will use its best efforts to ensure that, except for emergency situations, Facility will refer Plan's members to participating providers.
4. Upon request, Plan agrees to provide to Hospital copies of all Quality Assurance, Utilization Management, and operational standards and requirements (and of any changes to such standards and requirements) that Hospital must comply with pursuant to this Agreement.
5. Hospital agrees to cooperate with any credentialing process undertaken by Plan and to cooperate with Plan in meeting NCQA accreditation requirements, if applicable.

VI. Record Keeping Requirements.

1. Hospital agrees to maintain all financial and medical records required by law or industry practice for all Services rendered to Members and to permit a representative of Plan to examine and audit such records upon reasonable advance written request.
2. Hospital agrees to maintain such records for a period of five (5) years after the rendition of Services and to make such records available for review by Plan and by state and federal authorities and their agents for purposes of assessing medical necessity and the quality and appropriateness of care, and of investigating Member grievances and complaints.
3. All medical records will be maintained so as to comply with applicable state and federal laws dealing with the privacy and confidentiality of medical records, including but not limited to the HIPAA privacy regulations.
4. Hospital agrees to provide to Plan, for usual and customary cost, copies of all records reasonably needed to substantiate claims for payment for Hospital Services.
5. Plan agrees to keep appropriate administrative and claims files and records, and shall upon request provide Hospital with utilization, quality assessment, and other available records and reports.

VII. Term and Termination.

1. This Agreement shall be for a term of thirty-six (36) months from Effective Date unless terminated as provided in this Section VII.

2. Either Plan or Hospital may terminate this Agreement upon giving the other party sixty (60) days advance written notice, with or without cause. The parties agree that it will not be a breach of any implied or expressed covenant (including but not limited to the implied covenants of good faith/fair dealing) for either party to terminate this Agreement 'without cause.'
3. This Agreement will terminate automatically if Hospital's license or right to participate in the Medicare and Medicaid programs is either suspended or terminated by any agency of government for any reason, or if Hospital fails to carry the insurance required by this Agreement.
4. Plan shall have the right to immediately terminate this Agreement in the event that it determines that continuation may negatively affect the care provided to Members.
5. In the event of termination, Hospital shall continue to provide care and Plan will continue to pay for Services at the contracted rate currently listed in Exhibit A and as provided in this Agreement, for Members that are already being treated by Hospital until either alternative arrangement can be made or until the Member is properly discharged or released from care. Services not defined in this Agreement may be considered for coverage or payment upon review and approval by Plan.
6. In the event that either party commits a material breach of this Agreement, then the other party may give thirty (30) days written notice to the breaching party to cure the breach. If breaching party is unable to cure, this Agreement will be terminated at the end of the thirty (30) day period.

VIII. Use of Names.

1. Plan shall have the right to use, but shall not have the obligation to use, the name, address, and phone number of Hospital in its publicly distributed lists of participating facilities.
2. Hospital shall not use the names of Plan for any reason, except in connection with providing Services.
3. Neither party may use any trademark, service mark, or other identifying name or mark of the other without advance written approval of the other.

IX. Insurance.

1. Hospital is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Hospital is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Hospital will provide Plan with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.
2. Plan agrees that it will at all times carry general liability insurance in at least the amount of $1,000,000 per claim / $3,000,000 per occurrence (in lieu of obtaining commercial insurance, Plan may provide such coverage through Intermountain Healthcare's managed risk management/self insurance program).
3. Hospital agrees to notify Plan within ten (10) days of any cancellation or reduction of its insurance.

X. Indemnification.

Mutual Indemnification. To the extent expressly authorized by Nevada law, Hospital agrees to indemnify and hold Plan harmless from any claims, actions, litigations, costs, damages or expenses, including reasonable attorney's fees, arising from the negligent acts or omissions of Hospital or any of its staff or employees. Plan agrees to indemnify and hold Hospital harmless from any claims, actions, litigations, costs, damages or expenses, including reasonable attorney's fees, arising from the negligent acts or omissions of Plan or any of its staff or employees.

XI. Independent Contractor Status.

The parties to this Agreement are independent contracting parties, and neither is the agent, partner, employee, or joint venture of or with the other for any purpose. Neither party has the right to participate or interfere in the internal operations of the other.

XII. Contract Issues.

1. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, negotiations and/or understandings.
2. The failure of a party to insist on strict compliance with this Agreement in a particular situation will not cause a waiver of any rights under this Agreement at any other time or in any other situation.
3. This Agreement can only be modified by written Amendment. Plan may unilaterally amend this Agreement including Exhibit A by giving Hospital not less than sixty (60) days written notice of such change and the opportunity to discuss the change and/or to terminate this Agreement.
4. This Agreement may not be subcontracted, delegated or assigned by either party without the advance written approval of the other party, provided that Plan may assign this Agreement to a subsidiary or affiliated company with the written approval of Hospital.
5. This Agreement will be interpreted and enforced in accordance with Nevada law.
6. Nothing in this Agreement will restrict Hospital or Plan from entering into other, similar agreements with any other parties.
7. Except as expressly stated herein, this Agreement does not create any rights or interests in third parties.
8. The parties agree to carry out their responsibility under this Agreement in good faith. As stated in Section VII, the parties agree that it will not be a breach of the covenant of good faith or fair dealing for either party to terminate this Agreement 'without cause.'

XIII. Dispute Resolution; Choice of Law.

1. In the event of any dispute arising under this Agreement, the parties agree to first attempt to work together through informal, face-to-face negotiation or mediation between persons with authority to resolve the dispute.
2. In the event such efforts are not successful, the parties agree to submit the dispute to binding arbitration according to the American Health Lawyers Association (AHLA) or such other mutually agreed upon organization.
3. Each party will bear its own costs and expenses in connection with any such dispute, and the parties will bear equally the expenses of the arbitration process and arbiters.

Any arbitration or other dispute resolution proceedings shall be conducted in Las Vegas, Nevada.

XIV. Notice.

1. Hospital agrees to immediately notify Plan in the event that Hospital loses or has a change in either its licensure or its status to participate with the Medicare and Medicaid programs or loses or changes its insurance coverage as required herein.
2. Notice will be given as follows:
   A. Any notice required to be given under this Agreement by Hospital to Plan may be given by first class mail addressed to the Plan at its regular business address as noted in this Agreement.
   B. Any notice required to be given under this Agreement by Plan to Hospital may be given by first class mail to the address that Plan has on file for Hospital.

[Signature page to follow]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

Date: 05/12/2020

Plans:

DocuSigned by:
by Russ Kuzel
D48A85CC2C7444E...
Russ Kuzel, MD, MMM
Chief Medical Officer
SelectHealth, Inc.

Plan's address:

SelectHealth, Inc.
SelectHealth Benefit Assurance Company, Inc.
Provider Contracting
5381 Green Street
Murray, UT 84123

Date: _____

Hospital:

by _____
Mason VanHouweling,
Chief Executive Officer

Hospital's address:

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102

_____

NPI: 1548393127

EXHIBIT A
SelectHealth Value (HMO) Network
SelectHealth Value (HMO/POS) Network
Compensation Schedule

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

EXHIBIT B
SelectHealth Value (HMO) Network
SelectHealth Value (HMO/POS) Network
Kidney Transplant

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

Medicare Advantage Addendum to Participating Facility Agreement

This Medicare Advantage Addendum to the Participating Facility Agreement ("Addendum"), effective as of the _____ day of _____, 2020 ("Effective Date"), is entered into by and between University Medical Center of Southern Nevada (hereinafter referred to as "Hospital") and SelectHealth, Inc. ("SelectHealth"). Both SelectHealth and Hospital are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Parties entered into a Participating Facility Agreement ("Agreement") on _____;

WHEREAS, Section XII.3 of the Agreement allows the Parties to amend the Agreement by executing a written document;

WHEREAS, for SelectHealth to provide benefits pursuant to a Medicare Advantage plan authorized under Part C of Title XVIII of the Social Security Act ("Medicare Advantage"), certain provisions, as specified in federal laws and regulations, must be included within its contracts with facilities;

WHEREAS, SelectHealth and Hospital desire to arrange for the provision of quality healthcare services to Members with Medicare Advantage coverage; and

WHEREAS, the Parties desire to amend the Agreement to be consistent with their statutory and contractual obligations with the Centers for Medicare and Medicaid Services ("CMS") to provide Services to Medicare Advantage Members.

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

Part 1 Additional Terms Relating to Medicare Advantage Plans.

1.1 Regulatory Requirements. Hospital agrees to comply with all applicable Medicare laws, regulations, and CMS instructions. Also, in addition to any related provisions in the Agreement, Hospital agrees to comply, or to take the necessary actions to assist SelectHealth to comply, with the applicable Hospital requirements in 42 C.F.R. § 422, Subpart E, including Hospital certification requirements, anti-discrimination requirements, Hospital participation and consultation requirements, the prohibition on interference with Hospital advice, limits on Hospital indemnification pursuant to Nevada law, rules governing payments to Hospital, and limits on physician incentive plans. Hospital agrees to cooperate, assist and provide information as requested.

1.2 Audit. Notwithstanding anything to the contrary in the Agreement, the Department of Health and Human Services ("HHS"), the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information including books, contracts, computer or other electronic systems, including medical records and documentation related to SelectHealth's contract with CMS. The foregoing right to inspect, evaluate, collect, and audit any pertinent information exists

for ten (10) years from (i) the final date of SelectHealth's contract period with CMS or (ii) from the date of completion of any audit, whichever is later. Hospital shall make available to SelectHealth, government agencies, and their designees its premises, physical facilities, and equipment to accommodate periodic auditing of financial records and evaluation of the quality, appropriateness, and timeliness of any services for Members under this Addendum and/or the Agreement. In addition, if this Addendum and the Agreement are determined to be subject to the provisions of Section 952 P.L. 96-499, which governs access to books and records of subcontractors of services to Medicare hospitals where the cost or value of such services under the contract exceeds $10,000 over a twelve (12) month period, then Hospital agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General, in accordance with criteria and procedures contained in applicable federal regulations, to have access to its books, documents, and records as necessary to verify the cost of services provided under the Agreement and this Addendum. Hospital will immediately notify SelectHealth if Hospital receives a request for access to books, documents, and/or records from any of the parties named in this Section.

1.3 Confidentiality and Privacy. Hospital will safeguard Members' privacy and confidentiality and ensure the accuracy of Members' health records. In addition to any privacy related provisions contained within the Agreement, Hospital agrees to abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Hospital further agrees to safeguard the privacy of any information that identifies a particular Member and have procedures that specify: (i) for what purposes the information will be used within the Hospital's organization; and (ii) to whom and for what purposes it will disclose the information outside the Hospital's organization. Also, Hospital will ensure that medical information is released only in accordance with applicable Federal or State law or pursuant to court orders or subpoenas, maintain records and information in an accurate and timely manner, and ensure timely access by Members to the records and information that pertain to them.

1.4 Member Liability. Hospital will not hold Members liable for the payment of any fees that are the legal obligation of SelectHealth. In no event, including, but not limited to, non-payment by SelectHealth, SelectHealth's insolvency or breach of this Addendum or the Agreement, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, or person other than SelectHealth acting on a Member's behalf, for Services provided pursuant to this Addendum and the Agreement. This does not prohibit collection of supplemental charges or co-payments on SelectHealth's behalf made in accordance with the terms of any agreement between SelectHealth and its Members. Further, this provision shall not prohibit the collection of charges for services rendered by Hospital that are not covered under SelectHealth's agreement with its Members so long as Hospital distributes the necessary notices to Members

stating that the services are not covered and that the Member has the opportunity to appeal the non-coverage decision.

1.5 Continuation of Services. Notwithstanding anything contained herein or in the Agreement to the contrary, Hospital will continue to provide Services to Members in the event of SelectHealth's insolvency, discontinuance of operations or termination of SelectHealth's contract with CMS for the longer of the following time periods: (i) as needed to complete any medically necessary procedures commenced but unfinished at the time; (ii) until such time as such Member is appropriately discharged from the hospital; or (iii) for the duration of the contract period for which CMS payments have been made to SelectHealth.

1.6 Hold Harmless for Medicare-Medicaid Plans. For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Parts A and B cost sharing when the State is responsible for paying such amounts. Hospital may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX if the individual were not enrolled in such plan. In such circumstances, Hospital will accept SelectHealth's payment as payment in full, or bill the appropriate State source for the amounts due from the State. SelectHealth will inform Hospital of Medicare and Medicaid benefits, and the applicable rules for Members eligible for Medicare and Medicaid.

1.7 CMS Contractual Obligations. SelectHealth and Hospital agree that the Services provided under the Agreement and this Addendum are consistent and comply with SelectHealth's contractual obligations with CMS. Also, SelectHealth and Hospital agree that any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement are and will be consistent and comply with SelectHealth's contractual obligations with CMS.

1.8 Prompt Payment. In addition to any related provisions in the Agreement, SelectHealth agrees to promptly pay Hospital for Services, subject to the terms of SelectHealth's agreements with its Members. SelectHealth will attempt to adjudicate clean claims (as defined by federal regulation), which are submitted by Hospital to SelectHealth within ninety (90) days of the date of service, within thirty (30) days from the date SelectHealth receives such claim.

1.9 Selection of Facilities. The Parties acknowledge and agree that SelectHealth has not delegated the selection of facilities to any other organization.

1.10 Delegated Responsibilities. The Parties acknowledge that SelectHealth maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS, and that SelectHealth is ultimately accountable for any activity or responsibility under its contract with CMS that is delegated. The Parties acknowledge and agree that SelectHealth has only

delegated to Hospital those activities and responsibilities under its contract with CMS that have been specifically identified and delegated in this Addendum, the Agreement, or a separate delegation agreement ("Delegated Activities"). Hospital and any downstream and related entities or transferees shall perform all Delegated Activities in a manner consistent with applicable federal laws and regulations, SelectHealth's contract with CMS, CMS instructions and any delegation agreement entered into with SelectHealth. All Delegated Activities shall be monitored and audited by SelectHealth on an ongoing basis. SelectHealth and Hospital acknowledge that SelectHealth is ultimately accountable for any Delegated Activities and shall have the right to revoke any Delegated Activities or take corrective action against Hospital in the event Hospital and any downstream and related entities or transferees are not satisfactorily performing their obligations related to the Delegated Activities, the Agreement, applicable federal laws, rules and regulations, CMS instructions, SelectHealth's contract with CMS or the delegation agreement. SelectHealth may immediately terminate any delegation agreement upon Hospital failing to satisfactorily perform its obligations. Hospital agrees, and will require any downstream and related entities or transferees to agree, that HHS, the Comptroller General or their designees have the right to audit, evaluate, collect, and inspect any books, contracts, records, including medical records and documentation of Hospital and any downstream and related entities or transferees involving transactions related to CMS' contract with SelectHealth.

1.11 Policies and Procedures. Upon request, SelectHealth will make available its policies and procedures relating to the delegated functions performed by Hospital in accordance with and pursuant to the timeframes specified by Medicare Advantage regulations. SelectHealth may review the Hospital's policies and procedures upon request to ensure that they address relevant Medicare Advantage rules and regulations. Hospital agrees to use it best efforts to comply with all SelectHealth Medicare Advantage policies and procedures.

1.12 Quality Assurance. Hospital agrees to comply with SelectHealth's medical policy, quality improvement programs, and medical management procedures. SelectHealth and Hospital agree to consult with each other regarding the medical policy, quality improvement programs, and medical management procedures to assure that practice guidelines and utilization management guidelines are based on reasonable medical evidence. SelectHealth will communicate its guidelines to Hospital in accordance with federal laws and regulations.

1.13 Notice Upon Termination. Either Party may suspend or terminate the Agreement and this Addendum with the other Party. The terminating Party must provide written notice of the following:

A. The reason for the action, including, if relevant, the standards and profiling data used to evaluate the notice; and

B. Hospital has the right to appeal the action, and the process and timing for requesting a hearing.

1.14 Notice for Deficiencies in Care. Notwithstanding anything to the contrary contained in the Agreement and with written notice to Hospital, Hospital agrees that if SelectHealth suspends or terminates the Agreement or this Addendum with Hospital because of deficiencies in Hospital's quality of care, SelectHealth will give written notice of the suspension or termination to licensing or disciplinary bodies, or to other appropriate authorities.

1.15 Credentialing. In addition to the credentialing and recredentialing provisions found in the Agreement, Hospital agrees to comply with SelectHealth's policies and procedures relating to selection and credentialing of facilities for Medicare Advantage plans.

1.16 Hospital Opt Out. Notwithstanding anything to the contrary in the Agreement, SelectHealth may terminate the Agreement and/or this Addendum immediately if Hospital "opts out" of the Medicare program in accordance with Medicare laws and regulations or fails to meet the credentialing requirements established by SelectHealth.

1.17 Hospital's Relationship with Members. SelectHealth agrees to not prohibit or otherwise restrict Hospital (given that Hospital is acting within the lawful scope of practice) from advising, or advocating on behalf of, a Member regarding:

A. The Member's health status, medical care, or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the individual to provide an opportunity to decide among all relevant treatment options;

B. The risks, benefits, and consequences of treatment or non-treatment; or

C. The opportunity for the individual to refuse treatment and to express preferences about future treatment decisions.

1.18 Treatment Options. Hospital agrees to provide information regarding treatment options in a culturally-competent manner, including the option of no treatment, to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. Hospital will also ensure that individuals with disabilities have effective communication with participants throughout the health system in making decisions regarding treatment options.

1.19 Exclusion from Participation in Medicare Program. Hospital shall inform SelectHealth immediately in writing upon exclusion from participation in the Medicare program under Section 1128 or 1128A of the Social Security Act (SSA) and acknowledges that SelectHealth is prohibited, by federal law, from contracting with an entity excluded from participation in the Medicare program under Section 1128 or 1128A of the SSA, as amended from time to time.

1.20 Encounter Data. SelectHealth and Hospital will submit to CMS or its designated entity, within the timeframe required by CMS, complete and accurate encounter data including medical records necessary to characterize the content/purpose of each encounter with a Member in such frequency, formats, and type as requested by CMS. Upon CMS request, Hospital shall certify to CMS the accuracy, completeness, and truthfulness of the encounter data submitted to CMS or its designated entity. In the event CMS requires encounter data beyond that found on a submitted claim, Hospital shall submit to SelectHealth complete and accurate encounter data including medical records necessary to characterize the content/purpose of each encounter with a Member in such frequency, formats, and type as requested by SelectHealth and within a reasonable timeframe established by SelectHealth.

1.21 Federal Funds. Hospital acknowledges that it is receiving federal funds from SelectHealth and is subject to laws and regulations applicable to individuals/entities receiving federal funds.

1.22 Prohibition Against Inducements. Nothing contained herein or in the Agreement shall be construed as an offer of inducement to Hospital, directly or indirectly, to reduce or limit medically necessary Services to a Member.

1.23 Additional Requirements. Hospital agrees to:

A. Make available or refer staff and its downstream entities to Hospital's system or SelectHealth's system for receiving, recording, and responding to reports of suspected or detected noncompliance or potential fraud, waste, or abuse.

B. As specified by SelectHealth, provide all required training to Hospital's staff and downstream entities in accordance with CMS requirements and track the completion of each required training. Records of completion need to be maintained for ten (10) years from the time of completion.

C. Upon receipt from SelectHealth, complete the annual compliance attestation process, including signing the attestation or notifying SelectHealth if Hospital is unable to meet the requirements set forth in the attestation.

D. Submit requested data or information to SelectHealth in the event of an audit by CMS, CMS' contractor, or any other regulatory entity.

E. Report all known Hospital departures, as soon as reasonably possible, so that SelectHealth may maintain an accurate and up to date list of currently contracted facilities in the SelectHealth Medicare Advantage network.

F. Implement and maintain an auditing and monitoring program to ensure that Hospital's downstream entities meet CMS rules and regulations. Hospital agrees to report any suspected non-compliance or fraud, waste, or abuse on the part of its downstream entities.

G. Provide all notices, forms, and communications to Members as required under any delegation between SelectHealth and Hospital and as required by CMS rules and regulations.

Part 2 Payment.

2.1 Payment for Services. SelectHealth will pay Hospital for Services provided to Members in compliance with the requirements of the Members' Medicare Advantage plan. Such payments will be made in amounts determined according to the fee schedule or formula referenced or set forth in Exhibit A of this Addendum. Hospital is responsible to collect any copayments, coinsurance amounts, or deductibles applicable to Members according to the terms of the Members' Medicare Advantage plan.

2.2 Changes in Payment Methodology or Amounts. SelectHealth may amend the applicable schedules and/or payment formulas by following the notice requirements of Section XII.3 of the Agreement.

Part 3 Term.

3.1 Term of this Addendum. This Addendum shall begin and end the same as the Term of the Agreement. It shall not auto renew.

Part 4 Termination.

4.1 Failure to Perform. Either Party shall have the right to terminate this Addendum and/or the Agreement if the other Party fails to perform its obligations under this Addendum and/or the Agreement in a satisfactory manner.

4.2 Termination of Agreement. This Addendum will terminate immediately upon termination of the Agreement.

4.3 Termination Provisions of Agreement. This Addendum may also be terminated in accordance with any of the termination provisions found in Section VII of the Agreement.

Part 5 **General Provisions.**

5.1 Exhibits. All Exhibits attached hereto are incorporated herein to this Addendum as if fully set forth herein.

5.2 Defined Terms. Capitalized terms not defined herein have the same meaning as defined in the Agreement, except that the term "Member" as used in this Addendum, shall only mean those SelectHealth Members enrolled in a Medicare Advantage plan.

5.3 Terms of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect; provided, however in the event of any conflict between a term or provision in this Addendum and the Agreement, the term or provision in this Addendum shall prevail.

SIGNATURES

SelectHealth, Inc.

Date: 05/12/2020

Signature: DocuSigned by: Russ Kuzel D48A95CC2C7344E...

By: Russ Kuzel, MD, MMM

Title: Chief Medical Officer

University Medical Center of Southern Nevada

Date: _____

Signature: _____

By: Mason VanHouweling

Title: CEO

Tax ID: 88-6000436

NPI: 1548393127

Medicare Number: 29-0007

EXHIBIT A
SELECTHEALTH ADDENDUM
MEDICARE COMPENSATION SCHEDULE

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Patricia Rae Richards	President and CEO	
Kristin Roberts McCullagh	Secretary	
Thomas Joseph Risse	Vice President and CFO	
Gregory Martin Johnson	Treasurer	
Jerry Roy Edgington	Vice President	
David Alvin Lemperle	Vice President	
Russel John Kuzel	Vice President	
Robert Letcher White	Vice President	
Michael Antony Anglin	Director/Trustee	
Josh Allen England	Director/Trustee	
LeeAnne Burke Linderman	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Karla Kay Bergeson	Director/Trustee	
Maria Jean Garciaz	Director/Trustee	
Patricia Rae Richards	Director/Trustee	
Albert Rene Zimmerli	Director/Trustee	
Mark Richard Briesacher, MD	Director/Trustee	
Daniel Gerald Gomez	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

DocuSigned by:

01D2B0C0E0C0428...
Signature

Kristin McCullagh
Print Name

Counsel Senior/Division Director
Title

04/23/2020
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchase of testing equipment and supplies for COVID-19**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board for University Medical Center of Southern Nevada approve, review and recommend for ratification by the Board of Hospital Trustees the purchases of testing equipment and supplies for COVID-19 with Fisher Healthcare; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011
5420.000
Fund Name: Clark County Capital Equipment Transfer Fund
UMC Operating Fund
Fund Center: 3000991100
3000718100
Funded Pgm/Grant: N/A
Description: COVID-19 Testing Equipment and Supplies
Bid/RFP/CBE: NRS 332.112(2)
Term: Direct purchases
Amount: Not to Exceed $6,213,312.18
Out Clause: N/A

BACKGROUND:

This request is for ratification of the testing equipment and supplies purchases from Fisher HealthCare for use in the laboratory for COVID-19 testing. These purchases totaled $6,213,312.18. The orders needed to be placed immediately so as to secure equipment and supplies within a reasonable time frame.

In accordance with NRS 332.112, UMC purchased testing equipment and supplies from Fisher Healthcare without utilizing the competitive bidding process in order to acquire the testing equipment and supplies needed for the Las Vegas community, as soon as possible

UMC's Executive Director of Laboratory Services has reviewed and recommended ratification of these purchases. The agreements were approved as to form by UMC's Office of General Counsel.

These purchases were reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
14

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0114-5609-56	04/23/2020		1 of 4

Payment Terms	Delivery Terms
NET 30 DAYS	DEST
Valid To	Prepared By
06/22/2020	EBERHART, WELDON
Customer Reference	Sales Representative
UMCSN042320 KF/DX/ SUPPLIES 11:00	WELDON EBERHART

To place an order	Ph: 800-640-0640	Fx: 800-290-0290

Submitted To:	Customer Account: 526292-001
SCOTT KEIGLEY WELDON.EBERHART@THERMOFISHER.COM 702-383-2414	UNIVERSITY MED CTR. OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2386

Fisher HealthCare
Part of Thermo Fisher Scientific

FISHER HEALTHCARE
11450 COMPAQ CNTR DR WEST
SUITE #570
HOUSTON TX 77070-1445

Review and Place Order

Click here or go through your purchasing system to fishersci.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

Terms and Conditions are governed by HealthTrust Laboratory Distribution Agreement 885

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	209	PK	NC1647386	DEEPWELL 96 PLATE PS V 50/PK	[redacted]	
				DEEPWELL 96 PLATE PS V 50/PK Vendor Catalog # 95040450 Original Catalog Number 95040450		
2	21	CS	NC1797104	96 TIP COMB F/DW MAGNTS 100/CS	[redacted]	
				Vendor Catalog # 97002534 Hazardous Material Original Catalog Number 97002534		
3	200	EA	A42359	MAGMAX VRL/PATHGN BINDING SOLN	[redacted]	
				Vendor Catalog # A42359 Hazardous Material This item is being sold as 1 per each		
4	200	EA	A42360	MAGMAX VIRAL/PATHOGN WASH SOLN	[redacted]	
				Vendor Catalog # A42360 Hazardous Material This item is being sold as 1 per each		
5	200	EA	A42362	MAGMAX DNA/RNA BINDING BEADS 1	[redacted]	
				Vendor Catalog # A42362 Hazardous Material This item is being sold as 1 per each		

Sales Quotation

Fisher HealthCare
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0114-5609-56	UMCSN042320 KF/DX/ SUPPLIES 11:00	2 of 4

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
6	200	EA	A42363	MAGMAX PROTEINASE K 1000RXNS Vendor Catalog # A42363 Hazardous Material This item is being sold as 1 per each	[redacted]	
7	200	EA	A42364	MAGMAX ELUTION BUFFER 1000RXNS Vendor Catalog # A42364 Hazardous Material This item is being sold as 1 per each	[redacted]	
8	200	EA	A47814	TAQPATH COVID-19-1000RXN EUA Vendor Catalog # A47814 No Image Available. Hazardous Material This item is being sold as 1 per each	[redacted]	
9	61	EA	AM9932	NUCLEASE-FREE WATER 1000 ML Water, Not DEPC-treated; Invitrogen; Nuclease-Free, DNase-Free, Molecular Biology Grade, RNase-Free; 1 x 1000mL Vendor Catalog # AM9932 This item is being sold as 1 per each	[redacted]	
10	138	EA	A28523	10ML TP 1STEP MMX NO ROX EA Vendor Catalog # A28523 Hazardous Material This item is being sold as 1 per each	[redacted]	
11	105	EA	43 063 11	MICROAMP CLEAR ADHESIVE FILM Film, Microplate; Applied Biosystems; MicroAmp; Clear; Adhesive; 100 films Vendor Catalog # 4306311 Shelf Life 1Y This item is being sold as 1 per each	[redacted]	
12	42	EA	50 591 363	NS RNASE-FREE TUBES 1.5 ML 250 No Image Available. These microcentrifuge tubes have a non-stick, low-binding surface and are guaranteed RNase- and DNase-free. They have a positive seal design that withstands temperatures from -90C to +120C, and are marked with convenient graduations. Capacity 1.5mL, 250 tubes. Vendor Catalog # AM12450 This item is being sold as 1 per each Original Catalog Number AM12450	[redacted]	

Sales Quotation

Fisher HealthCare
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0114-5609-56	UMCSN042320 KF/DX/ SUPPLIES 11:00	3 of 4

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
13	11	EA	43 669 32	TF OPTICAL FAST 96-WELL PLT 96-well Microplates, Genomic; Applied Biosystems MicroAmp; Fast Optical; Reaction Plate, 0.1mL; With barcode; 200 plates Vendor Catalog # 4366932 This item is being sold as 1 per each	[redacted]	
14	22	EA	43 119 71	FG OPTICAL ADHESIVE COVERS Film, Microplate; Applied Biosystems; MicroAmp; Optical; Adhesive; 100 covers Vendor Catalog # 4311971 This item is being sold as 1 per each	[redacted]	
15	1	EA	A24735	96W FST CALIBRATOR W/JUN DYE Plate, Spectral Calibration; Applied Biosystems; For 7500 Fast System, QuantStudio, ViiA 7 System; 1 plate Vendor Catalog # A24735 Hazardous Material This item is being sold as 1 per each	[redacted]	
16	1	EA	A24734	96W FST CALIBRATOR W/ABY DYE Plate, Spectral Calibration; Applied Biosystems; For 7500 Fast System, QuantStudio, ViiA 7 System; 1 plate Vendor Catalog # A24734 Hazardous Material This item is being sold as 1 per each	[redacted]	
17	18	EA	BP28184	MOLECULAR BIOLOGY GRADE ETHANO Ethanol Assay: ge 99.5% Ethyl Alcohol, C2H6O, CAS Number: 64-17-5, 4L Vendor Catalog # BP2818-4 Hazardous Material This item is being sold as 1 per each	[redacted]	
18	36	EA	AM12501	50 ML CONICAL TUBES (RACKED) Conical Tubes (50mL) (racked) 200 Tubes Room Temperature Vendor Catalog # AM12501 Shelf Life 3Y This item is being sold as 1 per each	[redacted]	

Sales Quotation

Fisher HealthCare
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0114-5609-56	UMCSN042320 KF/DX/ SUPPLIES 11:00	4 of 4

MERCHANDISE TOTAL	4,337,070.18
Hazardous Material Charge	21.50
TOTAL	4,337,091.68

Shipping and handling fees are calculated at the time of shipment

NOTES:
Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0114-5610-81	04/23/2020		1 of 3

Payment Terms	Delivery Terms
NET 30 DAYS	SHIP
Valid To	Prepared By
06/22/2020	TIERNEY, STEPHEN
Customer Reference	Sales Representative
QUOTE-UTM	WELDON EBERHART

To place an order	Ph: 800-640-0640	Fx: 800-290-0290

Submitted To:	Customer Account: 526292-001
LISA GORLICK STEPHEN.TIERNEY@THERMOFISHER.COM 310-743-9954	UNIVERSITY MED CTR. OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2386

Fisher HealthCare
Part of Thermo Fisher Scientific

FISHER HEALTHCARE
11450 COMPAQ CNTR DR WEST
SUITE #570
HOUSTON TX 77070-1445

Review and Place Order

Click here or go through your purchasing system to fishersci.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

Terms and Conditions are governed by HealthTrust Laboratory Distribution Agreement 885

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1250	PK	R12566	M4RT MICRO-TIP SWB 100PK	[redacted]	
				Swab Kit; Remel; MicroTest; M4RT Kit w/Micro-Tipped Flocked Swab; Liquid medium in 15mL conical tube w/glass beads; Use in qualitative procedures for transport of viruses and Chlamydiae; 3mL/Tube; 100 Kits/Cs Vendor Catalog # R12566 This item is being sold as 100 each per pack Medical Device Product - Non-Returnable		
2	1250	PK	R12588	M4RT W/NP BRK-PT SWAB 100/PK	[redacted]	
				Vendor Catalog # R12588 Hazardous Material This item is being sold as 100 each per pack Medical Device Product - Non-Returnable		
3	500	PK	R12587	M4RT TNPT SKRTD TB LILAC 72/PK	[redacted]	
				Vendor Catalog # R12587 Hazardous Material This item is being sold as 72 each per pack Medical Device Product - Non-Returnable		
4	500	PK	23 600 952	FLX NASOPYNGL FLCK SWB 100/PK	[redacted]	
				Specimen Collection, Swabs; COPAN Diagnostics; Nylon flocked dry swabs in peel pouches; Sterile; Applicator: Plastic; Tip: Flexible		

Sales Quotation

Fisher HealthCare
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0114-5610-81	QUOTE-UTM	2 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				minitip; Breakpoint: 100mm; Individually wrapped; 100 swabs/box; 10 box/Cs (1000 swabs/cs) Vendor Catalog # 503CS01 Shelf Life 2Y This item is being sold as 100 each per pack Medical Device		
5	100	CS	22 025 199	6IN HFLOCK SWB ST ULTFN 500/CS Puritan HydraFlock Sterile Flocked Swabs, Diameter Tip: 0.35cm, 0.14 in., For Use With: For Nasopharyngeal and Urethral cell collection, rapid diagnostic testing, specimen collection, forensic evidence collection, Length Tip: 1.6cm, 0.66 in., Tip Style: Ultrafine, Length: 6 in., 15.2cm Vendor Catalog # 25-3317-H Shelf Life 5Y This item is being sold as 500 each per case Medical Device	[redacted]	
6	300	PK	B220529	UVT 3ML W/FLCK MIN TP 50/PK BD Universal Viral Transport Collection Kits, Includes: 3mL Vial, one sterile Nylon flocked tip swab, scored Plastic shaft, Swab Configuration: Mini Flocked Tip Vendor Catalog # 220529 This item is being sold as 50 each per pack Medical Device Product - Non-Returnable	[redacted]	
7	300	PK	B220527	UVT 3ML FL REG/FLX MIN 50PK BD Universal Viral Transport Collection Kits, Includes: 3mL Vial, one sterile Nylon flocked tip regular, one sterile Nylon flocked flexible swabs, scored Plastic shaft, Swab Configuration: Regular Flocked Tip Vendor Catalog # 220527 This item is being sold as 50 each per pack Medical Device Product - Non-Returnable	[redacted]	

MERCHANDISE TOTAL 891,428.00

Shipping and handling fees are calculated at the time of shipment

NOTES:

Sales Quotation

Fisher HealthCare
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0114-5610-81	QUOTE-UTM	3 of 3

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

QUOTE: S2684665

April 16, 2020

To ensure you receive your quoted pricing, please *clearly reference the Quote number above* on your Purchase Order.

To place an order for this quote, send your Purchase Order to your Local Sales Representative (do not order via EDI or online or by calling Fisher Customer Service).

We now offer highly competitive financing with low monthly payments. Please contact your Local Sales Representative for more information.

THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC

FOR COMPLETE TERMS AND CONDITIONS VISIT OUR WEBSITE AT:
www.fishersci.com/salesterms

Payment Terms: Net 30 Days

FISHER HEALTHCARE
11450 COMPAQ CENTER DR. W, SUITE #570
HOUSTON, TX 77070

Weldon Eberhart
Account Manager
Weldon.Eberhart@thermofisher.com

Valid From:	4/14/2020
Valid To:	6/26/2020
Freight Terms:	FOB FACTORY - FRT QUOTED

CUSTOMER ACCOUNT: **526292001**
UNIVERSITY MED CTR OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102

ATTN: Scott Keigley (702-383-2414)

We are pleased to quote on your requirement as follows:

Item #	Vendor #	FHC Cat #	Description	Qty	List Price	Net Price	Extended Price
1	4406984	4406984	7500 FAST DX INSTRUMENTLAPTOP	10	$	$	$
			INCLUDES: *- 7500 Real-Time PCR Instrument* *- Dell laptop computer* *- General analysis Sequence Detection Software (SDS)* *- Primer Express primer and probe design software* *- Installation Kits (reaction plates, optical adhesive covers, applicator for plate sealing, plate racks, spare halogen lamp, and calibration reagents)* *LIMITED WARRANTY:* *One year parts and labor (as provided in Applied Biosystems' written limited warranty statement and accompanying terms in the user manual or other product documentation).*				
2	4362214	NC1185027	INSTALL KIT FAST 7500CHEMICAL	10	$	$	$
3	4406991	NC1285631	MNL,QUICK REFERENCE 7500 DX	10	$	$	$
4	4408547	NC1285630	MNL,USERS SECU/AUD/E-SIG 1.4	10	$	$	$
5	4415033	4415033	IQOQ,SERVICE 7500 FAST DX	10	$	$	$
6	A25513	NC1285632	WIN7 UPGRADE KIT, 7500	10	$	$	$
7	A41320	NC1570695	QPCR LAPTOP UPG W10 LTSB 2016	10	$	$	$
8	ZGD0SC7500FASTDX	ZGC7500FSDX	WARRANTY OQPQ,7500FASTDX	10	$	$	$
9	5400630	501527924	KINGFISHER FLEX, WITH 96 DEEP-	6	$	$	$
10	24075430	22387019	KINGFSHR FLEX 96 DW HEAT BLOCK	6	$	$	$
11	95040450	NC1647386	DEEPWELL 96 PLATE PS V 50/PK	6	$	$	$
12	97002534	22387029	KF 96 TIP COMB FOR DW MAGNETS	6	$	$	$
13	TRN00340	NC1683387	SMARTSTART KINGFISHER,1-DAY CS	6	$	$	$

Product Total: **$**

Estimated Shipping & Handling : **$**

Estimated Sales Tax : **$0.00**

Total : **$984,792.50**

Optional Items:

Item #	Vendor #	FHC Cat #	Description	Qty	List Price	Net Price	Extended Price
14	4415144	4415144	OQIPV,SERVICE 7500 FAST DX	10	$	$	$
15	A29084	TBD	SVC IQOQ KF-96 DEEPWELL	6	$	$	$
16	ZG11SCKF96DW	NC1734860	AB ASSURANCE,KF DW 1 YEAR	6	$	$	$

A part of: ThermoFisher SCIENTIFIC

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316900-211

Order Date	04/24/2020
Last change date	04/28/2020
Payment Terms	Net 30 Days
Buyer	Patricia Turner
Phone	702-207-8337
Required Delivery Date	05/01/2020
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:863470
FISHER HEALTHCARE
300 INDUSTRY DRIVE
PITTSBURGH PA 15275

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

QUOTE:0114-5609-56
HEALTHTRUST MEMBER# K5670 CONTRACT #885
EXPECTED DELIVERY DUE DATE BY:5-1-2020
SEE ATTACHED FEMA GRANT PROGRAM TERMS AND CONDITIONS

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	DEEPWELL 96PLATE PS V 50/PK Vendor Material Number: 95040450	209.00	PKG	[redacted]	[redacted]
20	96 TIP COMB F/DW MAGNTS 100/CS Vendor Material Number: 97002534	21.00	CS	[redacted]	[redacted]
30	MAGMAX VRL/PATHGN BINDING SOLN Vendor Material Number: A42359	200.00	EA	[redacted]	[redacted]
40	MAGMAX VRL/PATHGN PATHOGN WASH SOLN Vendor Material Number: A42360	200.00	EA	[redacted]	[redacted]
50	MAGMAX DNA/RNA BINDING BEADS1 Vendor Material Number: A42362	200.00	EA	[redacted]	[redacted]
60	MAGMAX PROTEINASE K 1000RXNS Vendor Material Number: A42363	200.00	EA	[redacted]	[redacted]
70	MAGMAX ELUTION BUFFER 1000RXNS	200.00	EA	[redacted]	[redacted]

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316900-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	Vendor Material Number: A42364				
80	TAQPATH COVID-191000RXN EUA Vendor Material Number: A47814	200.00	EA	[redacted]	[redacted]
90	NUCLEASE FREE WATER 1000ML Vendor Material Number: AM9932	61.00	EA	[redacted]	[redacted]
100	10ML TP 1STEP ,,X MP ROX EA Vendor Material Number: A28523	138.00	EA	[redacted]	[redacted]
110	MICROAMP CLEAR ADHESIVCE FILM Vendor Material Number: 4306311	105.00	EA	[redacted]	[redacted]
120	NS RNASDE FREE TUBES 1.5MIL 250 Vendor Material Number: AM12450	42.00	EA	[redacted]	[redacted]
130	TF OPTICAL ADHESIVE COVERSFAST 96WELL PL Vendor Material Number: 4366932	11.00	EA	[redacted]	[redacted]
140	FG OPTICAL ADHESIVE COVERS Vendor Material Number: 4311971	22.00	EA	[redacted]	[redacted]
150	96W FST CALIBRATOR W/JUN DYE Vendor Material Number: A24735	1.00	EA	[redacted]	[redacted]
160	96W FST CALIBRATOR W/ABY DYE Vendor Material Number: A24734	1.00	EA	[redacted]	[redacted]
170	MOLECULAR BIOLOGY GRADE ETHANO	18.00	EA	[redacted]	[redacted]
180	50ML CONICAL TUBES RACKED Vendor Material Number: AM12501	36.00	EA	[redacted]	[redacted]
190	HAZARDOUS MATERIAL CHARGE	21.50	USD	[redacted]	[redacted]

Total $ 4,337,091.68

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316900-211

INSTRUCTIONS TO VENDOR:

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

SIGNATURE

Patricia Turner

DATE: 04/28/2020

Patricia Turner
PHONE :702-207-8337

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Purchase Order 4500316874-211

Order Date	04/24/2020
Last change date	04/27/2020
Payment Terms	Net 30 Days
Buyer	Patricia Turner
Phone	702-207-8337
Required Delivery Date	05/01/2020
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:863470
FISHER HEALTHCARE
300 INDUSTRY DRIVE
PITTSBURGH PA 15275

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

SALE QUOTE:0114-5610-81
DELIVERY DUE BY DATE:5-1-2020
HEALTHTRUST MEMBER #K5670
CONTRACT#885
SEE ATTACHED FEMA GRANT PROGRAM TERMS &CONDITIONS

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	M4RT MICRO-TIP SWAB 100/PK Vendor Material Number: R12566 Please deliver for LAB	1,250.00	PKG	[redacted]	[redacted]
20	M4RT W/NP BRK-PT SWAB 100/PK Vendor Material Number: R12588 Please deliver for LAB *** New item ***	1,250.00	PKG	[redacted]	[redacted]
30	M4RT TNPT SLRTD LILAC 72/PK Vendor Material Number: R12587 *** New item ***	500.00	PKG	[redacted]	[redacted]
40	FLX NASOPYNGL FLOCK SWAB 100/PK Vendor Material Number: 23 600 952 Please deliver for LAB *** New item ***	500.00	PKG	[redacted]	[redacted]
50	6IN HFLOCK SWAB ST ULTFN 500/CS	100.00	CS	[redacted]	[redacted]

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Purchase Order 4500316874-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	Please deliver for LAB *** New item ***				
60	UVT 3ML W/FLCK MIN TP 50/PK *** New item ***	300.00	PKG	[redacted]	[redacted]
70	UVT 3ML FL REG/FLX MIN 50/PK Please deliver for LAB *** New item ***	300.00	PKG	[redacted]	[redacted]

Total $ 891,428.00

INSTRUCTIONS TO VENDOR:

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

SIGNATURE

DATE: 04/27/2020

Patricia Turner

Patricia Turner
PHONE :702-207-8337

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316710-211

Order Date	04/16/2020
Last change date	04/17/2020
Payment Terms	Net 30 Days
Buyer	Patricia Turner
Phone	702-207-8337
Required Delivery Date	04/30/2020
Inco Terms	DESTINATION - FREIGHT PREPAID
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:863470
FISHER HEALTHCARE
300 INDUSTRY DRIVE
PITTSBURGH PA 15275

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

QUOTE: S2684665
HEALTHTRUST MEMBER ID #K5670
DELIVERY DATE DUE BY: 04/30/2020

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	DX INSTRUMENT LAPTOP 7500 FAST 7500 REAL-TIME PCR INST DELL LAPTOP COMPUTER GENERAL ANALYSIS (SDS) PRIMER EXPRESS PRIMER AND PROBE DESIGN SOFTWARE INSTALL KITS ONEY YEAR WARRANTY Vendor Material Number: 4406984 Please deliver for LAB ***** Item completely delivered *****	10.00	USD	[redacted] / USD	[redacted]
20	INSTALL KIT FAST 7500CHEMICAL Vendor Material Number: NC1185027 Please deliver for LAB ***** Item completely delivered *****	10.00	EA	[redacted] / EA	[redacted]
30	MNL QUICK REFERNCE 7500DX Vendor Material Number: NC1285631	10.00	EA	[redacted] / EA	[redacted]

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316710-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	*** Item completely delivered ***				
40	MNL USERS SECU/AUD/ E-SIG 1.4 Vendor Material Number: NC1285630 Please deliver for LAB *** Item completely delivered ***	10.00	EA	[redacted] / EA	[redacted]
50	IQOQ SERVICE 7500FST DX Vendor Material Number: 4415033 Please deliver for LAB *** Item completely delivered ***	10.00	EA	[redacted] / EA	[redacted]
60	WIN7 UPGRADE KIT 7500 Vendor Material Number: NC1285632 Please deliver for LAB *** Item completely delivered ***	10.00	EA	[redacted] / EA	[redacted]
70	QPCR LAPTOP UGR W10 LTSB 2016 Vendor Material Number: NC1570695 Please deliver for LAB *** Item completely delivered ***	10.00	EA	[redacted] / EA	[redacted]
80	WARRANTY OQPQ 7500FASTDX Vendor Material Number: ZGC7500FSDX Please deliver for LAB *** Item completely delivered ***	10.00	EA	[redacted] / EA	[redacted]
90	KINGFISHER FLEX WITH 96DEEP Vendor Material Number: 501527924 *** Item completely delivered ***	6.00	EA	[redacted] / EA	[redacted]
100	KINGFISHER FLEX 96 DW HEAT BLOCK Vendor Material Number: 22387019 Please deliver for LAB *** Item completely delivered ***	6.00	EA	[redacted] / EA	[redacted]

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316710-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
110	DEEPWELL 96 PLATE PS V 50/PK Vendor Material Number: NC1647386 Please deliver for LAB *** Item completely delivered ***	6.00	PKG	[redacted] / EA	[redacted]
120	KF 96 TIP COMB FOR Vendor Material Number: 22387029 Please deliver for LAB *** Item completely delivered ***	6.00	EA	[redacted] / EA	[redacted]
130	SMARTSTART KINGFISHER 1-DAY CS Vendor Material Number: NC1683387 Please deliver for LAB *** Item completely delivered ***	6.00	CS	[redacted] / EA	[redacted]
140	SHIPPING /HANDLING Vendor Material Number: FREIGHT	[redacted]	USD	[redacted] USD	[redacted]

Total $ 984,792.50

INSTRUCTIONS TO VENDOR:

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

SIGNATURE

Patricia Turner

DATE: 04/17/2020

Patricia Turner
PHONE :702-207-8337

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:	Fisher Healthcare an unincorporated division of Fisher Scientific Company L.L.C.	
(Include d.b.a., if applicable)		
Street Address:	11450 Compaq Center Drive West, Suite 570	**Website:** www.fisherhealthcare.com
City, State and Zip Code:	Houston, TX 77070	**POC Name: Stephen Tierney** **Email: Stephen.tierney@thermofisher.com**
Telephone No:	310-743-9954	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Fisher Scientific Company L.L.C. is an indirect and wholly owned subsidiary of Thermo Fisher Scientific Inc. Thermo Fisher Scientific Inc. is publically traded on the NYSE as TMO and the board of directors can be found at: https://ir.thermofisher.com/investors/corporate-governance/board-of-directors/default.aspx		

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

Dao Mercer



Signature

Dao Mercer

Print Name

Director, Finance

Title

04/15/2020

Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Emergency Purchase Order for Surgical Masks with W. W. Grainger, Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify an Emergency Purchase Order with W. W. Grainger, Inc. for COVID-19 Surgical Masks; *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: Surgical Masks
Bid/RFP/CBE: NRS 332.115 (3), NRS 332.115 (4)
Term: N/A
Amount: $690,000
Out Clause: N/A

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

BACKGROUND:

This request is for ratification of UMC's emergency purchase order with W.W. Grainger, Inc. for surgical masks totaling $690,000 to meet the needs of the hospital during the COVID-19 pandemic.

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

UMC's Director of Materials Management has reviewed and recommended ratification of this emergency purchase order, which was approved as to form by UMC's Office of General Counsel.

W.W. Grainger, Inc. has a Clark County business license.

This emergency purchase order was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
15

Customer Quotation

GRAINGER

Ship To:
UNIVERSITY MEDICAL CENTER
Attn: MAIN RECEIVING DOCK
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2386
US
Shipper Account: 882247961

Information	
Grainger Quote Number	1378438517
Print Date	04/22/2020
Customer Account	804982759
Department Number	
Contact Name	
Contact Phone	
Contact Fax	
Contact Email	
Requested by	GREG ROACH
Requestor Phone No.	847-753-5551
Requestor Fax	847-410-5980
Requestor Email	GREG.ROACH@GRAINGER.COM

eQuote Information:

Comments: *LEAD TIMES ARE SUBJECT TO CHANGE
#
**PRICING PROVIDED INCLUDES THE COST OF SHIPPING TO ANY INTERNATIONAL AIRPORT WITHIN THE 48 CONTINENTAL US, IF PRODUCT IS SHIPPING TO AN ALTERNATE LOCATION THE ADDITIONAL FREIGHT CHARGE OF $2500 WILL APPLY.
#
ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10		GRD8012-SURGICAL	30	1,000,000	EA	0.69	690,000.00
	PROPAC GRD8012-SURGICAL						
ORDERED	Mfr Brand Name PROPAC						
	Customer Part No.:						
	Carrier: 22327 - FDX GROUND						
	Cost expiration date: 03/31/2020						
	Taxable: NO						
	Notes: *LEAD TIMES ARE SUBJECT TO CHANGE						
	ITEMS ARE NON-CANCELABLE AND NON-RETURNABLE						

Total Sell Price in USD 690,000.00

Thank You!
Call or visit us at
WW GRAINGER INC
Grainger Sourcing
100 GRAINGER PKWY,
LAKEFOREST,Il,60045-5201

GRAINGER®

Customer Quotation.

Information	
Grainger Quote Number	1378438517
Print Date	04/22/2020
Customer Account	804982759
Page	2 / 2

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep.or Grainger branch listed below for questions, order placement or to submit a new request. **Return Policy: Please contact Grainger before returning any product. All returns are subject to the manufacturer's return policy. Special Order items may not be returnable. Restocking fees may apply.**

Thank You!

Call or visit us at
WW GRAINGER INC
Grainger Sourcing
100 GRAINGER PKWY,
LAKEFOREST,Il,60045-5201

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) NOT APPLICABLE; GRAINGER IS A LARGE BUSINESS.						
☐ 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: **As of 01/31/2019, Grainger has 25 employees aligned to Clark County Nevada. This total is based on residence per the Grainger employee home address. We do not capture county information on home address.**

Corporate/Business Entity Name:	W.W. Grainger, Inc.	
(Include d.b.a., if applicable)	ALSO KNOWN AS (AKA): **Grainger; Grainger Industrial Supply (GIS); Grainger US (GUS)**	
Street Address:	100 Grainger Parkway	**Website: www.grainger.com**
City, State and Zip Code:	Lake Forest, IL 60045-5201	**POC Name: Heather Lamborn** **Email: Heather.Lamborn@grainger.com**
Telephone No:	7025402975	**Fax No: 7023870278**
Nevada Local Street Address: **(If different from above)**	2401 Western Avenue	**Website: www.grainger.com**
City, State and Zip Code:	Las Vegas, NV 89102-4815	**Local Fax No: 7023870278**
Local Telephone No:	7025402975 7023856833	**Local POC Name: Heather Lamborn** **Email: Heather.Lamborn@grainger.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. **NOT APPLICABLE TO W.W. GRAINGER, INC.**

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). **W.W. GRAINGER, INC. HAS 100+ CORPORATE OFFICERS AND 200+ "DIRECTORS". GRAINGER CANNOT PROVIDE A LIST OF THE INDIVIDUALS WITH THESE TITLES. SEE ATTACHED GRAINGER 2018 FACT BOOK, GRAINGER 2018 ANNUAL REPORT, AND https://www.sec.gov/edgar.shtml FOR MORE INFORMATION.**

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)
W.W. GRAINGER, INC. HAS 100+ CORPORATE OFFICERS AND 200+ "DIRECTORS". GRAINGER CANNOT PROVIDE A LIST OF THE INDIVIDUALS WITH THESE TITLES. SEE ATTACHED GRAINGER 2018 FACT BOOK, GRAINGER 2018 ANNUAL REPORT, AND https://www.sec.gov/edgar.shtml FOR MORE INFORMATION.		
W.W. GRAINGER, INC. HAS NUMEROUS AFFILIATES/SUBSIDIARIES. SEE ATTACHED GRAINGER 2018 FACT BOOK AND GRAINGER 2018 ANNUAL REPORT FOR MOR INFORMATION.		

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)? **UNKNOWN GRAINGER HAS 25,000 GLOBAL EMPLOYEES AND CANNOT ASCERTAIN TO ANY DEGREE OF CERTAINTY ANY SUCH RELATIONSHIP WITH UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA OR ELECTED OFFICIAL STATUS.**

   ~~☐ 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.)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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)?)?
UNKNOWN GRAINGER HAS 25,000 GLOBAL EMPLOYEES AND CANNOT ASCERTAIN TO ANY DEGREE OF CERTAINTY ANY SUCH DIRECT EMPLOYEE OR SPOUSE, REGISTERED DOMETIC PARTNER, CHILD, PARENT, IN-LAW OR BROTHER/SISTER, HALF-BROTHER/HALF-SISTER, GRANDCHILD, GRANDPARENT RELATIONSHIP WITH UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA OR EOLECTED OFFICIAL STATUS.

3.

~~☐ 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.

	Heather Lamborn
Signature	Print Name
Account Manager, Government	**03/21/2019**
Title	Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
UNKNOWN GRAINGER HAS 25,000 GLOBAL EMPLOYEES AND CANNOT ASCERTAIN TO ANY DEGREE OF CERTAINTY ANY SUCH RELATIONSHIP WITH UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA OR ELECTED OFFICIAL STATUS. UNKNOWN GRAINGER HAS 25,000 GLOBAL EMPLOYEES AND CANNOT ASCERTAIN TO ANY DEGREE OF CERTAINTY ANY SUCH DIRECT EMPLOYEE OR SPOUSE, REGISTERED DOMETIC PARTNER, CHILD, PARENT, IN-LAW OR BROTHER/SISTER, HALF-BROTHER/HALF-SISTER, GRANDCHILD, GRANDPARENT RELATIONSHIP WITH UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA OR EOLECTED OFFICIAL STATUS			

* 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

UMC
UNIVERSITY MEDICAL CENTER

PO Number: 170902
PO Date: 04/30/2020

Vendor:	Ship To:	Bill To:
GRAINGER W W INC 860025 2401 WESTERN AVENUE LAS VEGAS,NV 89102 Phone: 702-385-6833 HEATHER Fax: 9,702-387-0278 LAMBORN-702-540-29*75	**MAIN RECEIVING DOCK** **UNIVERSITY MEDICAL CENTER** 1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2329 **GLN:** Phone: 702-383-2307 Fax: 702-383-2609	**UNIVERSITY MEDICAL CENTER OF SN** **ATTN: ACCTS PAYABLE** 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89102 Phone: 702-383-2417 Fax: 702-671-6586

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

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #522676667, FOB Destination. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. Insert our PO# in recipient 2nd address field.

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

UNIVERSITY MEDICAL CENTER

PO Number: 170902
PO Date: 04/30/2020

Vendor:
GRAINGER W W INC 860025
2401 WESTERN AVENUE

LAS VEGAS,NV 89102

Phone: 702-385-6833
HEATHER Fax: 9,702-387-0278
LAMBORN-702-540-29*75

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

LAS VEGAS, NV 89102

Phone: 702-383-2417 Fax: 702-671-6586

Vendor Code: 860025
PO Type:
PO Status: On Order
Customer No: 804982759

Comment:
THIS PURCHASE ORDER REPLACES 167819 ***

QUOTE :1378438517
SEE ATTACHED FEMA GANT TERM CONDITIONS

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

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
Item: 41613		MASK FACE SURGICAL 3-PLY DISP					
1	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613		MASK FACE SURGICAL 3-PLY DISP					
2	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613		MASK FACE SURGICAL 3-PLY DISP					
3	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613		MASK FACE SURGICAL 3-PLY DISP					
4	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613		MASK FACE SURGICAL 3-PLY DISP					
5	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00

UMC
UNIVERSITY MEDICAL CENTER

PO Number: 170902
PO Date: 04/30/2020

Vendor:
GRAINGER W W INC 860025
2401 WESTERN AVENUE

LAS VEGAS,NV 89102

Phone: 702-385-6833
HEATHER Fax: 9,702-387-0278
LAMBORN-702-540-29*75

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

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

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

LAS VEGAS, NV 89102

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FOB:
Delivery Date:
Tax ID Number: Not Null

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
							$0
							$34,500.00
Item:	41613	MASK FACE SURGICAL 3-PLY DISP					
6	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item:	41613	MASK FACE SURGICAL 3-PLY DISP					
7	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item:	41613	MASK FACE SURGICAL 3-PLY DISP					
8	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item:	41613	MASK FACE SURGICAL 3-PLY DISP					
9	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00

UMC
UNIVERSITY MEDICAL CENTER

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1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329
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Bill To:
UNIVERSITY MEDICAL CENTER OF SN
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1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102

Phone: 702-383-2417 Fax: 702-671-6586

Vendor Code: 860025
PO Type:
PO Status: On Order
Customer No: 804982759

Comment:
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Composed By: Patricia Turner
Terms: PAYMENT UPON RECEIPT
FOB:
Delivery Date:
Tax ID Number: Not Null

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
10	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
11	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
12	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
13	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
14	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00

UNIVERSITY MEDICAL CENTER

PO Number: 170902
PO Date: 04/30/2020

Vendor:
GRAINGER W W INC 860025
2401 WESTERN AVENUE

LAS VEGAS,NV 89102

Phone: 702-385-6833
HEATHER Fax: 9,702-387-0278
LAMBORN-702-540-29*75

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Phone: 702-383-2417 Fax: 702-671-6586

Vendor Code: 860025
PO Type:
PO Status: On Order
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Comment:
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QUOTE :1378438517
SEE ATTACHED FEMA GANT TERM CONDITIONS

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

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
							$0
							$34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
15	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
16	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
17	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
18	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00
							$0
							$34,500.00

UNIVERSITY MEDICAL CENTER

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HEATHER Fax: 9,702-387-0278
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Vendor Code: 860025
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Comment:
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Composed By: Patricia Turner
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Tax ID Number: Not Null

Line / Modified	Vendor Catalog	Order Quantity	Mfr Catalog / Contract	Charge Dept. / Sub-Ledger	Project / Sub-Project	Price / Discount / List Price	Ext. Price / Tax / Ext Price w/ Tax
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
19	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00
Item: 41613	MASK FACE SURGICAL 3-PLY DISP						
20	GRD8012-SURGICAL	50,000 EA	GRD8012-SURGICAL	3000-991100-663100		$0.69	$34,500.00 $0 $34,500.00

PO Sub Total:	$690,000.00	Tax Total:	$0	Purchase Order Total:	$690,000.00

Signature(s): _____ _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Emergency Purchase Order for Personal Protective Equipment with Health Research Systems, Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Emergency Purchase Order with Health Research Systems, Inc. for COVID-19 Personal Protective Equipment *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: Personal Protective Equipment
Bid/RFP/CBE: NRS 332.115 (3), NRS 332.115 (4)
Term: N/A
Amount: $2,532,500
Out Clause: N/A

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

BACKGROUND:

This request is for ratification of UMC's emergency purchase order with Health Research Systems, Inc. for various personal protective equipment items totaling $2,532,500 to meet the needs of the hospital during the COVID-19 pandemic.

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

UMC's Director of Materials Management has reviewed and recommended ratification of this emergency purchase order, which was approved as to form by UMC's Office of General Counsel.

Health Research Systems, Inc. is currently in the process of obtaining a Clark County business license.

This emergency purchase order was reviewed by the Governing Board Audit and Finance Committee at their May 20, 2020 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
May 27, 2020

Agenda Item #
16

SALES QUOTE

821 6th Ave, Huntington
West Virginia 25701 USA
1 (304) 529-4453

QUOTE #	DATE
CHUMCSN#1	**4/22/20**

CUSTOMER	
Business Name	UMCSN
Business Address	1800 W CHalreston Blvd
Business City, State, Zip	Lsa Vegas, NV 89102
Contact Person	Ricardo Escobar
Contact Phone	702 383 7874
Contact Email	ricardo.Escobar@umcsn.com

PAYMENT TERMS

30% Deposit, Balance when goods ready to ship
Partial shipments requires partial payments.

NOTES

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	FMS2CF - Surgical Mask ASTM Level 2 (FDA and CE Approved)	100,000	$ 1.58	$ 158,000.00
2	ISSMS2F - Disposable SMS Isola/on Gown 45g (AAMI Level 2)	100,000	$ 18.65	$ 1,865,000.00
3	ASCCPP Shoe Covers PPE	100,000	$ 0.97	$ 97,000.00
4	ACBCF Bouffant Caps (FDA - CE certified)	50,000	$ 0.97	$ 48,500.00
5	ANEGS Gloves Short Cuff 50K Sm; 100K Med; 100K Lg; 50K XL	400,000	$ 0.23	$ 92,000.00
6	ANEGL Gloves Long Cuff 25K Sm; 50K Med; 50K Lg; 25K XL	200,000	$ 0.65	$ 130,000.00
7	AETF Touchless Thermometer	200	$ 84.00	$ 16,800.00
8	ACBWH90 Bag PEVA w/Handle	500	$ 24.00	$ 12,000.00

ADDITIONAL DETAILS:	
Shipment:	**Shipping included**
Purchase Terms:	**CIF Delivered to Customer**

Delivery times are estimates only and subject to production and transport availability.

PAYMENT DETAILS

Health Research Systems LLC *Ref #: CHUMCSN1*

Chase, Huntington West Virginia

[redacted]

SUBTOTAL (USD)	***$ 2,419,300.00***
TAX RATE	0.000%
TAX	$ -
TOTAL (USD)	**$ 2,419,300.00**

CONFIRMED & ACCEPTED BY:

X

If you have any questions please contact
Christopher Harper 817-513-2292, charper@healthresearchsystems.com

SALES QUOTE

821 6th Ave, Huntington
West Virginia 25701 USA
1 (304) 529-4453

QUOTE #	DATE
CHUMCSN#1	**4/22/20**

CUSTOMER	
Business Name	UMCSN
Business Address	1800 W CHalreston Blvd
Business City, State, Zip	Lsa Vegas, NV 89102
Contact Person	Ricardo Escobar
Contact Phone	702 383 7874
Contact Email	ricardo.Escobar@umcsn.com

PAYMENT TERMS

30% Deposit, Balance when goods ready to ship
Partial shipments requires partial payments.

NOTES

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	ICRRC - Fluid Resistant Coverall (FDA and CE Approved)	4,000	$ 28.30	$ 113,200.00
2	XL 2,000; 2,000XXL			$ -
3				$ -
4				$ -
5				$ -
6				$ -
7				$ -
8				$ -

ADDITIONAL DETAILS:	
Shipment:	**Shipping included**
Purchase Terms:	**CIF Delivered to Customer**

Delivery times are estimates only and subject to production and transport availability.

SUBTOTAL (USD)	***$ 113,200.00***
TAX RATE	0.000%
TAX	$ -
TOTAL (USD)	**$ 113,200.00**

PAYMENT DETAILS

Health Research Systems LLC *Ref #: CHUMCSN1*

Chase, Huntington West Virginia

[redacted]

CONFIRMED & ACCEPTED BY:

X

If you have any questions please contact
Christopher Harper 817-513-2292, charper@healthresearchsystems.com

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Health Research Systems	
(Include d.b.a., if applicable)		
Street Address:	821 6th Ave	**Website:** www.healthresearchsystems.com
City, State and Zip Code:	Huntington, WV 25701	**POC Name:** Michael Day **Email:** mday@healthresearchsystems.com
Telephone No:	304.529.4453	**Fax No:** 304.529.4459
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)
Michael Day	President	100%

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

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

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

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

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

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

M. S. Day
Signature

Michael Day
Print Name

President
Title

5/12/2020
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

* 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
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316832-211

Order Date	04/22/2020
Last change date	04/27/2020
Payment Terms	Due on receipt of invoice
Buyer	Patricia Turner
Phone	702-207-8337
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address
Vendor Number:867488
HEALTH RESEARCH SYSTEM, INC
P:1-817-513-2292
821 6TH AVE
HUNTINGTON WV 25701

Billing Address
University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address
University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

SALE QUOTE:CHUMCNS#1
DUE BY DELIVERY DATE
COVID-19 BULK PURCHASE

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	MASK SURGICAL ASTM LVL2 Vendor Material Number: FMS2CF Please deliver for PPE ROOM Delivery date: Day 05/11/2020	100,000.00	EA	0.00 / EA	0.00
20	GOWN ISOLATION DISP SMS LVL2 Vendor Material Number: ISSMS2F Please deliver for PPE ROOM Delivery date: Day 05/18/2020	100,000.00	EA	0.00 / EA	0.00
30	COVER SHOE PPE Vendor Material Number: ASCCPP Delivery date: Day 05/11/2020	100,000.00	EA	0.00 / EA	0.00
40	CAP BOUFFANT Vendor Material Number: ACBCF Delivery date: Day 05/11/2020	50,000.00	EA	0.00 / EA	0.00
50	GLOVES SM SHORT CUFF	100,000.00	EA	0.00 / EA	0.00

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Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316832-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	Vendor Material Number: ANEGS Delivery date: Day 05/11/2020				
60	GLOVES MED SHORT CUFF Vendor Material Number: ANEGS Delivery date: Day 05/11/2020	100,000.00	EA	0.00 / EA	0.00
70	GLOVES LRG SHORT CUFF Vendor Material Number: ANEGS Delivery date: Day 05/11/2020	100,000.00	EA	0.00 / EA	0.00
80	GLOVES XLRG SHORT CUFF Vendor Material Number: ANEGS Delivery date: Day 05/11/2020	100,000.00	EA	0.00 / EA	0.00
90	GLOVES SM LONG CUFF Vendor Material Number: ANEGL Delivery date: Day 05/06/2020	50,000.00	EA	0.00 / EA	0.00
100	GLOVES MED LONG CUFF Vendor Material Number: ANEGL Delivery date: Day 05/06/2020	50,000.00	EA	0.00 / EA	0.00
110	GLOVES LRG LONG CUFF Vendor Material Number: ANEGL Delivery date: Day 05/06/2020	50,000.00	EA	0.00 / EA	0.00
120	GLOVES X LRG LONG CUFF Vendor Material Number: ANEGL Delivery date: Day 05/06/2020	50,000.00	EA	0.00 / EA	0.00
130	THERMOMETER TOUCHLESS AETF Vendor Material Number: AETF Delivery date: Day 05/06/2020	200.00	EA	0.00 / EA	0.00
140	BAG PEVA W/HANDLE Vendor Material Number: ACBWH90 Delivery date: Day 05/11/2020	500.00	EA	0.00 / EA	0.00
150	FLUID RESISTANT COVERALL XL Vendor Material Number: ICRRC Delivery date: Day 05/18/2020	2,000.00	EA	0.00 / EA	0.00

University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

Revised

Purchase Order 4500316832-211

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
160	FLUID RESISTANT COVERALL XXL	2,000.00	EA	0.00 / EA	0.00
	Vendor Material Number: ICRRC				
	Delivery date: Day 05/18/2020				
170	30% DOWN PAYMENT	759,750.00	USD	1.00 / USD	759,750.00
	Please deliver for PPE ROOM				
	Delivery date: Day 04/24/2020				
180	70% REMAING PAYMENT	1,772,750.00	USD	1.00 / USD	1,772,750.00
	Delivery date: Day 05/18/2020				

Total $ 2,532,500.00

INSTRUCTIONS TO VENDOR:

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

SIGNATURE

DATE: 04/27/2020

Patricia Turner

Patricia Turner
PHONE :702-207-8337

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Fourth Amendment with Spring Valley Town Center Las Vegas, NV LLC	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fourth Amendment with Spring Valley Town Center Las Vegas, NV to extend the lease of the Spring Valley Quick Care through June 30, 2025; and authorize Chief Executive Officer to sign the amendment. ***(For possible action)***

FISCAL IMPACT:

Fund Number:
Fund Center:
Description: Amendment to Lease Agreement
Bid/RFP/CBE: N/A
Term: July 1, 2020 – June 30, 2025
Amount:
Out Clause: Budget Act & Fiscal Fund Out

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

BACKGROUND:

Since June 1995, UMC has had a lease agreement with Spring Valley Town Center Las Vegas, NV (previously Spring Valley Shopping Center Las Vegas, NV Limited Partnership) to lease space for UMC's Spring Valley Quick Care located at 4180 S. Rainbow Boulevard, Las Vegas, Nevada.

On October 11, 1999, the Governing Board approved the First Amendment to the Lease increasing the rentable square footage from 4,995 to 9,900 square feet with a new lease term of 10 years ending June 30, 2010. The Second Amendment extended the lease through June 30, 2015 and the Third Amendment extended the lease through June 30, 2020.

This request is to approve a Fourth Amendment to the Lease to extend the term through June 30, 2025. The base monthly rent through June 30, 2021 will be $17,907.08 with common area expenses, insurance and taxes not to exceed 6% per year. Monthly rent subsequent to June 30, 2021 and yearly thereafter will increase 2%.

UMC's Executive Director of Medical Staff Services and Ambulatory Care has reviewed the Fourth Amendment and recommends approval by the Board of Hospital Trustees.

Cleared for Agenda
May 27, 2020

Agenda Item #
17

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

FOURTH AMENDMENT TO SHOPPING CENTER LEASE

This Fourth Amendment to Shopping Center Lease (hereinafter called "Fourth Amendment") is made on this_____day of _____2020, by and between Spring Valley Town Center Las Vegas, Nv. LLC (hereinafter called "Landlord") and University Medical Centers of Southern Nevada (hereinafter called "Tenant").

WHEREAS, all the interests from Spring Valley Shopping Center Las Vegas, Nv. Limited Partnership as successor in interest to Spring Valley Town Center, LLC as successor in interest to Sudberry-Pardee/LV #1, Ltd. have been transferred to Landlord; and

WHEREAS, Landlord and Tenant wish to amend and extend that certain Shopping Center Lease dated June 19, 1995, as amended by that certain First Amendment to Lease dated October 11, 1999, as amended by that certain Second Amendment to Lease dated June 15, 2010 and as amended by that certain Third Amendment to Shopping Center Lease dated June 1, 2020 (hereinafter collectively called the "Lease").

NOW THEREFORE, for good and valuable consideration, the Landlord and Tenant agree to the following:

1. The term of this Lease shall be extended for an additional period of sixty (60) calendar months. This period shall commence July 1, 2020 (hereinafter called "Renewal Commencement Date") and shall terminate upon June 30, 2025 (hereinafter called "Renewal Termination Date"). Notwithstanding anything in the Lease to the contrary, both Landlord and Tenant agree that there are no options in which this Lease may be further extended and any term or provision in the Lease that may give rise to any such right to extend the Lease beyond the Renewal Termination Date is hereby deemed to be deleted from the Lease and of no further force or effect.

2. The "Base Monthly Rent" shall be modified to show the annual minimum rent to be as follows:
The sum of $17,907.08 in advance upon the first day of each calendar month commencing July 1, 2020 through June 30, 2021; $214,884.96 per annum.

3. Effective as of July 1, 2021 and as of the first day of each July thereafter, during the term hereof, the Base Monthly Rent then in effect shall be increased by the product of (i) two percent (2%) and (ii) the Base Monthly Rent in effect immediately prior to such increase, and the monthly installments of Base Monthly Rent shall be upwardly adjusted accordingly.

4. Landlord and Tenant agree that the amount by which Common Area Expenses, insurance and real estate taxes increase during each calendar year shall not exceed 6% per year on a cumulative basis. The cap for 2021 will be 106% of the actual calendar year 2020 Common Area Maintenance charges (without adjustment for tenants partial year of occupancy) and the cap for 2022 and each subsequent year of the Lease term will be 106% of the prior year's cap. Therefore the annual CAM charges on a per square foot basis for calendar year 2021 shall not exceed $10.62 per square foot; the annual CAM charges on a per square foot basis for calendar year 2022 shall not exceed $11.26 per square foot: the annual CAM charges on a per square foot basis for calendar year 2023 shall not exceed $11.94 per square foot: the annual CAM charges on a per square foot basis for calendar year 2024 shall not exceed $12.66 per square foot: and the annual CAM charges on a per square foot basis for calendar year 2025 shall not exceed $13.42 per square foot. In the event Landlord's actual Common Area Expenses, insurance and real estate taxes exceed the cap amount, Landlord shall invoice Tenant the amount owed and Tenant shall use its best efforts to seek funding appropriations for the amounts owed in the next fiscal budget cycle and make payment to Landlord within thirty days of approval of said funds. After receiving Landlord's invoice of Common Area Expenses, insurance and real estate taxes which exceed the cap amount, Tenant may dispute the results within 60 days thereof by either (a) providing written notice to the Landlord of Tenant's intent to exercise its audit rights, or (b) requesting an actual accounting of such charges.

5. Provided Tenant is not in default of this Lease and further provided that Tenant continues as it's primary business, a urgent/primary clinic, Landlord agrees not to sign a lease with another tenant in the center who's primary use is for a urgent/primary care clinic accepting walk-in and/or appointment patients to locate with the center and who's use constitutes greater than twenty percent (20%) of it's gross sales on an annual basis. This provision shall not apply to existing tenants. Tenant acknowledges that the other buildings within the center are or may be owned by other parties and Landlord does not have the ability to agree not to lease to any party in buildings not owned by Landlord. Tenant shall indemnify and hold Landlord harmless from and against all losses, costs, damages or expenses, including attorney's fees, arising out of any claim or action that Landlord's agreements to the aforementioned 'Primary Use" constitute a restraint of trade or give rise to alleged violations of federal or state anti-trust laws or similar laws. In the event of a breach by Landlord of the terms of this Section, Tenant's sole remedy shall be to terminate this Lease.

6. Each of the parties represents and warrants that it has not engaged or dealt with any broker, agent or finder in connection with this Fourth Amendment and that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Fourth Amendment, except for Newmark Knight Frank ("Broker"), and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith). In addition, Tenant represents and warrants that if Tenant so chooses to hire a real estate broker and/or brokerage firm (including Broker) in connection with the exercise of any renewal option granted to Tenant under this Lease or to negotiate any future extension, amendments (including but not limited to an amendment related to an expansion of the Premises) or renewals to the Lease on Tenant's behalf, then Tenant shall be responsible to reimburse Landlord for any and all of the real estate broker's commission that Landlord is required to pay, regardless of whether Landlord has entered into any direct agreement with such real estate broker and/or brokerage firm (including Broker). Notwithstanding the aforementioned, Landlord shall pay the commission to the Broker related to this Fourth Amendment as outlined in the commission agreement. It is further agreed that any cost above what is outlined in that agreement shall be borne by the Tenant.

7. This Fourth Amendment and any other certificate, agreement, supplement or document related to this Fourth Amendment, may be executed in counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Any signature to this Fourth Amendment or to any other certificate, agreement, supplement or document related to this Fourth Amendment, that is rendered and delivered by any electronic means, including without limitation (i) facsimile, (ii) electronic mail, (iii) portable document format, (iv) DocuSign ©, (v) or any other electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including without limitation the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

8. All defined terms used herein, but not defined herein, shall have the same meanings ascribed to them in the Lease.

9. Except as amended hereby, the Lease shall remain unmodified and in full force and effect.

LANDLORD: SPRING VALLEY TOWN CENTER LAS VEGAS, Nv. LLC

By: _____
Timothy Lyon, Vice President

Date:_____

INITIAL	HERE
LANDLORD	TENANT

(Signatures continue on page following)

TENANT: University Medical Centers of Southern Nevada

By:_____
(signature here)

Name:_____
(print name here)

Title:_____

Date:_____

(Remainder of page intentionally left blank)

INITIAL	HERE
LANDLORD	TENANT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Receive Education regarding University Medical Center's HIPAA Privacy Program.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational presentation from Keith Slade, UMC's HIPAA Privacy Office on UMC's HIPAA Privacy Program *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an educational presentation from Keith Slade, Privacy Officer on University Medical Center's Privacy Program.

Cleared for Agenda
May 27, 2020

Agenda Item #
18

UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

HIPAA Privacy Refresher

UMC Governing Board

Keith Slade, Privacy Officer

May 27, 2020

- HIPAA privacy at UMC is an ongoing program of activities and safeguards designed to foster organizational compliance with the HIPAA rules:
  - Standards of Conduct (policies and procedures)
  - Program Oversight (accountability to leadership)
  - Training and Education (workforce understanding)
    - Including the Governing Board
  - Effective Lines of Communication (open access to the Privacy Officer)
  - Auditing & Monitoring Activities (watching for noncompliance)
  - Respond to Detected Offenses (investigating and correcting noncompliance)
  - Enforce Standards (ensuring behavioral corrections)

- All workforce members, including Board Members, Providers, Administrators and all staff are responsible for adhering to privacy safeguards.
- HIPAA compliance includes an understanding of fundamentals:
  - Nature and Scope of PHI
  - Treatment, Payment, and Operations (TPO) purpose
  - Minimum Necessary

- Nature and Scope of PHI:
  - Technical: Individually identifiable health information is information that is.. ..including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or 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 (i) That identifies the individual; or (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- Nature and Scope of PHI:
  - Practical: Any information that relates to a patient should be considered protected information.
    - No exception for deceased individuals
    - No exception for information that is already publicly known
    - No exception for public figures
    - No exception for demographics only
    - No exception during disasters or emergencies
    - Any format or medium

- Treatment, Payment, Operations (TPO) Purpose
  - HIPAA is not designed to interfere with the internal workings of UMC or sharing information for treatment purposes.
  - All uses and disclosures of PHI are purpose-driven. The use or disclosure of PHI should be clearly within a treatment, payment, or operations (TPO) purpose. Disclosures to outside entities must be permitted under the law or authorized by the patient.
  - A workforce member's access, use, or disclosure must be permitted by law and must be a part of the workforce member's duties.

- Minimum Necessary
  - "..a covered entity (UMC) must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the access, use or dislcosure."
    - Is the complete record really necessary?
    - Is viewing prior encounter really necessary?
    - Can we redact unnecessary information?
    - Are patient identifiers really necessary?
    - Do I really need a copy of the information for reference?

- Safeguard Areas for the Board
  - Discussing patient information
    - Operations purpose?
    - Safeguards (lowered voice, etc.)
  - Media Requests
    - Refer inquiries regarding patients back to Administration
  - Securing ePHI
    - Encrypted email
    - Refrain from local copies
  - Minimum Necessary

HIPAA Privacy Refresher

UMC Governing Board

Keith Slade, Privacy Officer

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**UMC Governing Board – Delegation of Authority**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada that an amendment to Chapter 3.74 of the Clark County Code be introduced and a public hearing be set; and direct staff accordingly. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

On November 5, 2013, the Clark County Board of County Commissioners, acting in its capacity as the University Medical Center of Southern Nevada Board of Hospital Trustees adopted an ordinance establishing the University Medical Center of Southern Nevada ("UMC") Governing Board.

This proposed ordinance will amend the Board of Hospital Trustees' delegation of authority to the UMC Governing Board as it relates to the Governing Board's oversight of physician recruitment and credentialing; management of litigation and pre-litigation demands; and UMC's participation with other entities for the development and improvement of the surrounding medical district.

The UMC Governing Board recommends that the ordinance to amend Chapter 3.74 of the Clark County Code be introduced and a public hearing be set.

Cleared for Agenda
May 27, 2020

Agenda Item #
19

Changes to Ordinance 3.74

- 3.74.030(7): Language clarifying that efforts should be made to utilize Clark County vendors when purchasing services through a purchasing group.
  - *Relates to 2019 legislative changes to NRS 450.525*
- 3.74.030(9): Language clarifying Governing Board's delegated authority of "oversight of physician recruitment and credentialing" and its delegated responsibilities. Authorizes Governing Board to approve or deny physician appointments/privileges.
- 3.74.030(13): Additional authority of Governing Board to resolve settlements and agreements of "pre-litigation demands"
- 3.74.030(14): Additional authority of Governing Board to resolve billing disputes and overpayments involving patients, third-party payers, or governmental agencies.
- 3.74.030(25): Additional authority of Governing Board to enter contracts for the development and improvement of the Medical District.
- 3.74.040(9): Removal of Board of Trustees retained authority over selection of counsel "in the defense" of the hospital. In addition, authority of UMC to contract for legal services as a professional service.
- 3.74.040(10): Language regarding membership in purchasing groups, as it relates to 2019 legislative changes to NRS 450.525

[Bracketed] material is that portion being deleted
Underlined material is that portion being added

BILL NO. _____

SUMMARY – An Ordinance to amend Chapter 3.74 of the Clark County Code to amend the delegation of authority to the UMC Governing Board and the retained powers of the Board of Hospital Trustees.

ORDINANCE NO. _____
(of Clark County, Nevada)

AN ORDINANCE TO AMEND CHAPTER 3.74 OF THE CLARK COUNTY CODE TO AMEND THE DELEGATION OF AUTHORITY TO THE UMC GOVERNING BOARD AND THE RETAINED POWERS OF THE BOARD OF HOSPITAL TRUSTEES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, ACTING IN ITS CAPACITY AS THE UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA BOARD OF HOSPITAL TRUSTEES, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 3, Chapter 3.74, Section 3.74.030 of the Clark County Code shall be amended as follows:

3.74.30 Delegation of Authority to the Governing Board. To the extent allowed by law and as set forth herein, the following powers and duties are delegated to the governing board of UMCSN:

1. Oversight of Hospital primary mission and purpose of maintaining a public, safety-net hospital.

2. Adoption of bylaws under which the Governing Board shall operate, including but not limited to the determination of meeting times and frequencies, the appointment of standing committees with oversight of specific governance functions, and the selection of officers of the Governing Board.

3. Recommendations, by majority vote, of individuals to fill vacancies on the Governing Board and on the number of members of the Governing Board, subject to final approval by the Board of Hospital Trustees.

4. Development of strategic planning goals and objectives, and adoption of plans to achieve them.

5. Approval of policies and procedures for the operation of the Hospital, including policies regarding service utilization patterns, productivity, patient satisfaction and patient complaints, and scope of availability of services.

6. Appointment, review, and discharge of the Hospital's Chief Executive Officer.

7. Except as limited by Paragraph 11[~~0~~] below, approval of expenditures, contracts and resolutions for the acquisition of goods and services necessary for the operation of the Hospital and fulfillment of its mission, in conformance with statutory requirements applicable to local governmental purchasing and contracts. Such approval and contractual obligations may not exceed encumbrances, in money and resources, of more than five million dollars per fiscal year per contract. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of this code and grounds for immediate dismissal. When services are contracted through the utilization of any Purchasing Group (as such term is defined pursuant to NRS 450, et seq.), reasonable efforts should be made to utilize vendors

licensed in Clark County, Nevada of vendors employing residents of Clark County, Nevada.

8. Delegation to the Chief Executive Officer of powers and duties, including, to the extent the Governing Board deems advisable, a limited power to enter into contracts and agreements on behalf of the Hospital, and the negotiation of collective bargaining agreements with recognized employee groups. In no way may the Governing Board delegate to the CEO powers or duties which have not been delegated to it or which exceed state law limitations on delegation of authority. Delegation to the CEO under this provision in no way relieves the Governing Board in its duty of financial oversight of the operation of the Hospital.

9. Oversight of physician recruitment and credentialing, including the appointment, re-appointment or removal of medical staff membership and clinical privileges, which includes the appellate review of actions of the Medical Executive Committee which may be challenged by an applicant or credentialed physician.

10. [p]Promulgation of rules, regulations and standards governing appointment of physicians and interns to the staff for approval by the Board of Hospital Trustees.

11[0]. Approval of contracts with individual physicians or private medical associations for the provision of certain medical services as may be required by the hospital. Such contracts shall not exceed five years in length. Such contracts may be renewed at a duly noticed meeting of the governing board. Such contracts may not exceed annual encumbrances of five million dollars and must comply with all budgeting requirements of the local government budget and Finance Act of the Nevada Revised Statutes. Contracts and encumbrances may not be separated or partitioned to avoid the

limits placed on this delegation. Any attempt to do so shall be considered a violation of this code and grounds for dismissal.

[~~11. Appellate review of actions of the Medical Executive Committee which may be challenged by an applicant or credentialed physician.~~]

12. Approval of personnel policies and procedures for employees of the Hospital, approval of collective bargaining agreements with recognized employee groups, and approval of compensation packages for non-union eligible and management employees. Such approvals must fall within approved budgets. Approval of collective bargaining agreements shall be ratified by the Board of Hospital Trustees.

13. Approval of settlements and agreements to resolve employment-related litigation and pre-litigation demands not to exceed fifty thousand dollars per applicant or employee, and not to exceed two hundred thousand dollars per incident or allegation of related incidents, and approval to resolve non-employment related litigation and pre-litigation demands not to exceed twenty-five thousand dollars per incident or allegation of related incidents.

14. Acceptance of gifts and bequests to the Hospital, except where such gifts or bequests involve or include real property or improvements to real property or contain conditions on the bequest or gift which are beyond the delegated authority of the Governing Board.

15. Approval of the settlement or resolution of billing disputes or overpayments involving patients, third-party payers or governmental agencies.

16[~~5~~]. Financial oversight and recommendation of Hospital operating and capital budgets for submission to the Board of Hospital Trustees for approval.

17[~~6~~]. Oversight of quality improvement, performance and measurements.

18[~~7~~]. Risk identification and compliance oversight to ensure that UMCSN maintains compliance with all federal, state and local laws and regulations, as well as all requirements of accrediting bodies.

19[~~8~~]. Oversight of patient admission policies and policies that support patient care.

20[~~19~~]. Oversight of medical education, training programs, community health education and research activities.

21[~~0~~]. Review and approval of bylaws, rules and regulations of the medical staff of the Hospital, subject to final approval by the board of hospital trustees.

22[~~1~~]. Oversight of the development of patient charges, subject to final approval by the board of hospital trustees.

23[~~2~~]. Responsibility for coordinating education of the Governing Board members.

24[~~3~~]. Responsibility for the Governing Board's effective, efficient performance and participation in a formal evaluation and self-assessment process.

25[~~4~~]. Consultation and engagement with the community and UMCSN stakeholders, including facilitating the participation in certain entities and the execution of contractual relationships necessary for the development and improvement of the surrounding medical district.

26[~~5~~]. Responsibility for ensuring that all operations of UMCSN, especially contractual and personnel matters, are conducted free from any political interference in accordance with applicable law.

27[~~6~~]. Responsibility for oversight of a marketing plan for the Hospital and

implementation of new healthcare laws, including the Affordable Care Act.

28[~~7~~]. Development of recommendations for alternative public or private financing to assist the Hospital.

29[~~8~~]. Any other duty or power which is both lawful and necessary to the full discharge of the powers and jurisdiction conferred on the Governing Board.

SECTION 2. Title 3, Chapter 3.74, Section 3.74.040 of the Clark County Code shall be amended as follows:

3.74.040 Retained powers. The board of hospital trustees retains the following powers and duties with respect to the operation of UMCSN:

1. Approval of the mission and purpose of the hospital and any major changes thereto.

2. Appointments to the governing board in accordance with Section [~~373.030~~] 3.74.030 of this chapter.

3. Final approval of rules, regulations, and standards governing appointments of physicians and medical interns to the staff of the hospital.

4. Review of the annual tentative budget and final approval of the annual final budget, to be filed with the board of county commissioners, as required of all local governmental agencies by Chapter 354 of the Nevada Revised Statutes.

5. The lease, purchase, or construction of buildings utilized for the hospital, and approval of agreements related to acquisition, disposal, or mortgage of real property or pledge of personal property owned by the County of Clark and dedicated to the use of the hospital.

6. The exercise of the power of eminent domain related to the operation of the hospital.

7. Final approval of patient charges as required by law.

8. The issuance of bonds or securities related to Clark County debt for the operation of the hospital or its facilities.

9. Approval of the institution and prosecution of litigation on behalf of [~~or in the defense of~~] the hospital, its officers, and employees and selection of legal representatives as provided by law, except as otherwise delegated by ordinance or resolution, and provided that specialty counsel for legal services not readily available in Clark County, Nevada may be retained in accordance with the delegation(s) of authority which may exist with respect to professional services.

10. Approval of memberships in [~~p~~]Purchasing [~~g~~]Groups for the purpose of purchasing [~~supplies, materials and equipment used by the hospital~~] in accordance with Chapter 450 of Nevada Revised Statutes.

11. Recognition of employee groups under Nevada Revised Statutes Chapter 288.

12. Adoption of bylaws, rules and regulations governing the board of hospital trustees.

13. Adoption of procedural requirements pertaining to the board of hospital trustees meetings, hospital visits and reports.

14. Approval of expenditures, contracts and resolutions for the acquisition of goods and services in amounts exceeding the fiscal year thresholds that would otherwise permit approval by the governing board pursuant to Section 3.74.030 of this chapter.

15. Amendment or revision of any power or duty delegated to the governing board.

16. Any duty or power which is required by Nevada law to be performed by the board of hospital trustees.

SECTION 3. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 4. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

PROPOSED on the _____ day of _____, 2020.

PROPOSED BY: _____

PASSED on the _____ day of _____ 2020.

AYES: _____

NAYS:

ABSTAINING:

ABSENT:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By:
Marilyn Kirkpatrick, Chair

ATTEST:

LYNN GOYA, County Clerk

This ordinance shall be in force and effect from and after the _____ day of _____ 2020.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment to Bylaws of University Medical Center of Southern Nevada**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada an amendment to the Bylaws of University Medical Center of Southern Nevada; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Board of Hospital Trustees are required to review the Bylaws of University Medical Center of Southern Nevada at least every other year. Upon review, it is recommended that the Bylaws of University Medical Center of Southern Nevada be amended. The proposed amendments primarily relate to revisions of the governing documents of the UMC Medical Staff; the role of the Joint Conference/Leadership Committee; and the delegation of authority to the UMC Governing Board for the appointment of physicians to the UMC Medical Staff.

The UMC Governing Board recommends the approval of the proposed amendments to the Bylaws of University Medical Center of Southern Nevada by the Board of Hospital Trustees.

Cleared for Agenda
May 27, 2020

Agenda Item #
20

Changes to Bylaws

- Updated terminology utilized in the revised UMC Medical and Dental Staff Bylaws and Rules and Regulations.
- Art.II, Section 3: Removal of the formal “Joint Conference/Leadership Committee”
- Art. IV.A: Language authorizing Advanced Practice Registered Nurses to have membership in the UMC Medical Staff. *See* NRS 449.1923(2019).
- Art. IV, Section B: Clarification regarding the delegation of authority to the Governing Board for all UMC Medical Staff credentialing activities.
- Art. IV, I: Clarification of the delegated authority and responsibilities of the UMC Board of Hospital Trustees and the UMC Governing Board regarding the UMC Medical Executive Committee’s activities and recommendations.
- Art. V. C: Removal of language stating that individual volunteers shall be approved by the Board of Trustees.

BYLAWS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

STATEMENT OF OWNERSHIP AND PURPOSE

University Medical Center of Southern Nevada ("UMC") is an enterprise fund owned by Clark County, and operated within the required health care license/certification/permit to serve the community both as a County and as a public hospital within the meaning of the current Nevada Revised Statutes (NRS) and the provisions stated herein. Pursuant to NRS 450.090, the Clark County Board of Commissioners is the ex officio UMC Board of Hospital Trustees (the "Board of Trustees"). The role and purpose of UMC is to provide an organization and facility supporting qualified medical professionals in providing quality health care to patients treated at UMC. The primary responsibility and goal of the Board of Trustees is to further the role and purpose of UMC by providing oversight and advice to UMC, thereby facilitating the establishment of policies, providing for necessary resources for the maintenance of quality patient care and patient safety and the provision of organizational management and planning all in a manner that is responsive to the needs of UMC's primary service areas.

PREAMBLE

For the more orderly conduct of the business of UMC, the Board of Trustees, adopts the following as the Bylaws of UMC:

ARTICLE I

BOARD OF TRUSTEES

A. POWERS

Subject to limitations of Nevada law and subject to the duties of the Board of Trustees as prescribed in these Bylaws, all corporate powers relating to UMC shall be exercised by or under the authority of the Board of Trustees, and the business and affairs of UMC shall be controlled by the Board of Trustees.

It is hereby expressly declared that the Board of Trustees shall have the power to conduct, manage and control the affairs and business of UMC, including creating committees of the Board of Trustees e.g. The University Medical Center of Southern Nevada Governing Board (the "Governing Board") with formally delegated responsibilities as authorized or permitted to do, within the scope of the Articles herein, as well as applicable state, federal or other laws.

B. BUDGET

The Board of Trustees shall annually review and adopt a budget in accordance with NRS 450.230 and Chapter 354 of Nevada Revised Statutes also known as the Local Government Budget and Finance Act.

C. NUMBER, ELECTION AND TERM OF OFFICE

The Board of Trustees shall consist of the Clark County Commissioners serving pursuant to NRS 450.090 for the term of office set forth in NRS 244.030. The Board of Trustees members shall have the qualifications set forth in NRS 244.020. All members shall be voting members.

D. VACANCIES

Vacancies on the Board of Trustees by reason of death, resignation or other cause shall be filled in accordance with Nevada law. Appointees shall hold office until the next following general election in the usual manner.

E. QUORUM

At all meetings of the Board of Trustees, four members shall constitute a quorum for the transaction of business. A smaller number of Trustees may, for lack of a quorum, adjourn any meeting of the Board of Trustees to a future date.

F. MEETINGS

Regular meetings of the Board of Trustees shall be held on the first and third Tuesday of each month at 9:00 a.m. at the County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada. If said meeting falls on a designated holiday, the meeting shall be held on the next succeeding business day thereafter or as determined by the Board of Trustees. Notice of any meeting of the Board of Trustees shall be given in accordance with Chapter 241 of the Nevada Revised Statutes.

Special emergency meetings of the Board of Trustees for any purpose(s) shall be held whenever called by the Chairperson, or if the Chairperson is absent and/or unable to be present, then by the Vice-Chairperson, or by any five members of the Board of Trustees in accordance with the procedures for noticing an emergency meeting contained in Chapter 241 of the Nevada Revised Statutes.

G. OFFICERS

An appointed Clark County Commissioner shall serve as the Chairperson of the Board of Trustees (the "Chairperson") and Vice-Chairperson of the Board of Trustees (the "Vice-Chairperson"). The County Clerk shall serve as Secretary of the Board of Trustees (the "Secretary"). The Treasurer of the County of Clark shall also serve as Treasurer of the Board of Trustees (the "Treasurer"), as specified in the Nevada Revised Statutes.

Responsibilities of the Officers are as follows:

1. CHAIRPERSON

An appointed Clark County Commissioner shall serve as the Chairperson of the Board of Trustees and shall preside at all meetings of the Board of Trustees. The Chairperson shall have the powers to perform such acts as may be assigned by the Board of Trustees and these Bylaws, as well as such duties incident to the Office of the Chairperson and as from time to time may be prescribed respectively by the Board of Trustees, these Bylaws, the Bylaws of the Medical and Dental Staff and the Medical and Dental Staff's Rules and Regulations.

2. VICE-CHAIRPERSON

In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting shall have the powers of, and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall have such other duties incident to the Office of the Vice-Chairperson and as from time to time may be prescribed respectively, by the Board of Trustees, these Bylaws, the Bylaws of the Medical and Dental Staff and the Medical and Dental Staff's Rules and Regulations.

3. SECRETARY

The Secretary shall keep, or cause to be kept, a book of minutes, at the principal office or such other place as the Board of Trustees may order. Minutes shall include the date, time and place of all meetings of the Board of Trustees, whether regular meeting or special, and if special, how authorized, the notice thereof given, and the names of those present at the Board of Trustees meetings. The Board of Trustees has designated the County Clerk as the ex officio Secretary.

4. TREASURER

The Treasurer, in accordance with the laws of Nevada, shall keep, or cause to be kept, full and accurate accounts of the receipts and disbursements in books to be kept for that purpose. The Treasurer shall receive and disburse, or cause to be disbursed, all monies and other valuables of the organization in the name of and to the credit of UMC, in such depositories as may be designated by the Board of Trustees. The Treasurer shall render, or cause to be rendered, to the Board of Trustees, whenever they may require, accounts of all transactions as Treasurer and of the financial condition of the organization. All such duties, as well as others designated by the Board of Trustees, shall be subject to the Board of Trustees' direction and approval.

A vacancy in any office of the Board of Trustees (except that of Treasurer) because of death, resignation, removal, disqualification or any other cause will be filled according to law and these Bylaws.

H. ATTENDANCE REQUIREMENTS

Members of the Board of Trustees shall comply with the attendance requirements established by Chapter 283 of the Nevada Revised Statutes.

I. GOVERNING BOARD

The Board of Trustees has the authority pursuant to NRS 450.175 to appoint a board which shall exercise powers and duties delegated by the Board of Trustees. Pursuant to Clark County Ordinance No.4145, adopted as Chapter 3.74 of the Clark County Code, the Board of Trustees has appointed the UMC Governing Board. The Governing Board's responsibilities are determined by Clark County Ordinance No. 4145, adopted as Chapter 3.74 of the Clark County Code.

J. OTHER COMMITTEES

The Chairperson of the Board of Trustees, subject to the approval of the Board of Trustees, shall appoint other committees as deemed necessary. Such committees shall be subject at all times to the control of the Board of Trustees. The Medical and Dental Staff Committees shall be appointed in accordance with the provisions of the UMC Medical and Dental Staff Bylaws and Rules and Regulations ~~Medical and Dental Staff Bylaws and Associated Manuals~~.

K. COMPENSATION

A Trustee may receive compensation for services rendered in attending to the business and affairs of UMC as may be permitted by any applicable provisions of the Nevada Revised Statutes.

L. INDEMNIFICATION

In accordance with N.R.S. 41.0349, UMC shall indemnify and hold harmless each member of the Board of Trustees, the Governing Board and the Medical Executive Committee (each, a "Member") against any and all expenses, including ~~attorneys~~ attorney's fees and court costs, actually and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding to which a Member is made a party by reason of his/her being a Member, except in relations to matters as to which he/she shall be adjudged in such action, suit or proceedings to be liable for gross negligence or misconduct in the performance of his/her duties as a Member. Indemnification shall include reimbursement of amounts paid in settlement and expenses actually and necessarily incurred by such Member in connection therewith, but such indemnification shall be provided only if UMC is advised by its counsel that, in his/her opinion:

1. Such settlement is for the best interest of UMC; and

2. The Member to be indemnified has not been guilty of gross negligence or misconduct in respect of any matter covered by such settlement.

Such right of indemnification shall not be deemed exclusive of any right, or rights, to which the Member might be entitled under these Bylaws, any applicable agreements or otherwise.

M. CONFLICT OF INTEREST

The members of the Board of Trustees and members of the Governing Board shall comply with the provisions of both Nevada Ethics in Government Law contained in Chapter 281A of the Nevada Revised Statutes and the Ethics in Government Policy adopted by and applicable to the Clark County Board of County Commissioners.

N. DISCHARGE OF DUTIES

The members of the Board of Trustees and members of the Governing Board shall discharge all duties required of the Board of Trustees members or Governing Board members by virtue of applicable law, including but not limited to the obligations set forth in Chapter 450 of the Nevada Revised Statutes. The members of the Board of Trustees or the Governing Board shall act in accordance with their duties relative to health care cost containment set forth in Chapter 439B of the Nevada Revised Statutes. Failure to discharge these duties shall be resolved in accordance with Chapter 283 of the Nevada Revised Statutes, as applicable.

ARTICLE II

BOARD RESPONSIBILITIES

A. LIAISON

By virtue of the representation from the Medical Staff, the Governing Board, and Administration, the Board of Trustees shall serve as, or provide for, the medico-administrative liaison between the Board of Trustees, Administration and Medical Staff. The Board of Trustees shall establish and maintain a systematic and effective mechanism for communication between members of the Board of Trustees, Governing Board, Administration, Medical Staff and the governing bodies and management of any health care delivery organization that is corporately and functionally related to UMC. The President (Chief) of the Medical Staff and UMC's Chief Executive Officer shall be primarily responsible for communications between the Medical Staff and Administration, and also between the Medical Staff, Governing Board, and the Board of Trustees. The Chief Executive Officer shall be primarily responsible for communications between and among the Administration, the Governing Board, the Board of Trustees and any outside, but related health care delivery organization. The Board of Trustees is ultimately accountable for quality of care, service and treatment.

B. STANDARDS COMPLIANCE

The Board of Trustees shall oversee the acquisition and maintenance of accreditation by The Joint Commission ("TJC"). It shall require that TJC Standards and Centers for Medicare & Medicaid Services ("CMS") Guidelines, and other appropriate evidence based standards be used in a review of UMC's ongoing compliance with accreditation standards.

C. ~~JOINT CONFERENCE/LEADERSHIP COMMITTEE~~

~~1. COMPOSITION AND VOTING RIGHTS~~

~~The Joint Conference/Leadership Committee shall be a joint committee comprised of the Board of Trustees Chairperson, the Chief Executive Officer or designee, the Chief of Medical and Dental Staff or designee, Governing Board Chair or designee, Governing Board Clinical Quality and Professional Affairs Sub-Committee Chair, the Performance Improvement Chairperson or designee, Associate Administrator of Clinical Intervention / Quality Management, Dean of the University of Nevada School of Medicine (or any succeeding medical school operated by the Nevada State of Higher Education and affiliated with UMC) or designee, one other member of the Board of Trustees and the Nurse Executive. Other UMC Administrative staff, Medical Staff representatives, and the legal counsel to UMC shall be ex officio members of the committee, without vote.~~

~~2. PURPOSE~~

~~The Joint Conference/Leadership Committee shall at a minimum:~~

~~a. Review and act on findings, conclusions, recommendations/actions, follow-up and evaluation pertaining to the quality of care and patient safety prospective, concurrent, and/or retrospective reviews.~~

~~b. Assure that problems/processes have been fully assessed to determine their cause and scope.~~

~~c. Assure that evidence of corrective action to address identified problems for process improvements and ongoing opportunities for improvement are shared.~~

~~d. Determine that ongoing monitoring systems are in place to assess whether improvement has occurred.~~

~~e. Receive documentation of improvement and follow-up activities presented in a closed session format.~~

~~f. Review all Sentinel Event, Root Cause Analysis inclusive of risk reduction strategies.~~

~~g. Review, analyze and act on proactive patient safety activities.~~

~~3. MEETINGS~~

~~The Joint Conference/Leadership Committee shall meet a minimum of once every three (3) months and such meetings shall be called for by the Chairperson of the Joint Conference/Leadership Committee by sending notices to each member of the committee at least seven (7) days prior to~~

~~the meeting. The Chairperson of the Board of Trustees or their designee and the Chief of UMC's Medical Staff or designee shall act as co-chairs. Any and all matters concerning the joint relations of the Board of Trustees, Administration, Medical Staff, and/or other matters pertaining to UMC may be presented. The findings, conclusions, recommendations and actions from this meeting shall be forwarded to the individual members of the Board of Trustees.~~

D. INSTITUTIONAL PLANNING

The Board of Trustees shall designate the UMC Administration to develop long range strategic plans to meet the health demands of the people of Clark County. Administration, the Medical and Dental Staff leadership, the Nursing Department, other departments/services, and appropriate advisers shall be assigned to participate in the planning process.

E. DISASTER PLANNING

The Board of Trustees shall oversee the development and maintenance of UMC's Emergency Operations Plan. The Emergency Operations Plan shall provide for the protection and care of UMC's patients and others at the time of internal and external disaster, adequately reflect the anticipated role of UMC in the event of disasters in nearby communities, and be rehearsed by key personnel at least twice yearly.

F. ORGANIZATIONAL PLANNING

The Board of Trustees shall oversee the process of organizational planning.

1. FEATURES OF THE ORGANIZATIONAL PLANNING PROCESS

The organizational planning process shall include the following minimum features:

a. Development of an operating budget by the Chief Executive Officer and submitted for approval by the Board of Trustees.

b. Development of a capital expenditure plan that identifies the objectives of and the anticipated sources of financing for each proposed capital expenditure in excess of $25,000.

c. Review and update of the overall plan and budget at least annually.

d. Establishment of a Performance Improvement and Patient Safety planning processes within UMC through which areas of patient care needs are defined and analyzed, general goals related to each need are established, and specific objectives to meet those goals are set. In addition, alternative courses of action to meet those goals will be identified. The Board shall oversee, via the Joint Conference/Leadership Committee, implementation of the Performance Improvement and Patient Safety plans and evaluation of

the effect of the actions taken.

e. Establishment of a Conflict Resolution policy(s) which will be inclusive of Governing Board, UMC staff, directed by UMC's Administration, and the Medical Staff, directed by the Leadership inclusive of the Chief of Staff. Leadership is defined as a structure to support operations and the provision of care. This structure is formed by three leadership groups Governing Body, Senior Managers, Organized Medical Staff.

f. Oversight to the implementation of the Performance Improvement and Patient Safety approved performance matrix.

2. The Administration, the Medical Staff, the Nursing Service, other departments/services, and outside advisors shall participate in the planning and decision-making structures and processes as appropriate.

3. UMC's scope of services shall be defined in the Leadership Plan for Patient Care, Treatment, and Services and shall be approved by the Board of Trustees.

G. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

1. RESOURCES AND SUPPORT SYSTEMS

The Board of Trustees shall provide for resources and support systems for a Board approved UMC-wide Performance Improvement and Patient Safety Programs. The programs shall include activities and mechanisms implemented through the Medical Staff and staffs of the departments/services of UMC, with the support of the Chief Executive Officer. The program shall also include education of UMC's leaders concerning the approach and methods of continuous quality improvement and the reduction of patient care / serious adverse events. At least annually through the Joint Conference Committee a report to the Board of Trustees shall be presented regarding the proactive measures taken to reduce the risk of patient safety incidents and errors and any actual medical/healthcare errors.

2. IMPLEMENTATION AND REPORTING

The Performance Improvement and Patient Safety plans shall require participants to implement and report on the activities and mechanism for proactive planning to improve patient care, monitoring and evaluating the quality and safety of patient care, for identifying opportunities to improve patient care, for identifying and resolving problems and evaluating staffing levels for serious patient care events.

3. SAME LEVEL OF CARE

The Performance Improvement and Patient Safety plans shall establish mechanisms designed to assure that all patients with the same health problem are receiving the same

level of care at UMC.

4. COMPETENCY

The Performance Improvement plan in concert with Leadership and Human Resources shall establish a process or processes designed to assure that all individuals who provide patient care services, including those who are not subject to the medical staff privilege delineation process, are competent to provide such services. Without limiting the generality of the foregoing, such process or processes shall be designed to assure that all individuals responsible for the assessment, treatment or care of patients are competent in providing care as appropriate to the ages and needs of the patients served.

5. PATIENT SAFETY PROGRAM

The Board of Trustees shall ensure that a Patient Safety Program is implemented throughout the organization.

H. RISK MANAGEMENT

The Board of Trustees shall provide for resources and support systems for the risk management functions related to patient care and safety. To the extent permitted by restrictions designed to protect patient confidentiality and the peer review privilege, there shall be operational linkages between the risk management functions related to the clinical aspects of patient care and safety and the performance improvement and patient safety function. Existing information from risk management activities that may be useful in identifying opportunities to improve the quality of patient care and/or resolve clinical problems are accessible to the performance improvement and patient safety function. The Medical Staff shall actively participate, as appropriate, in the risk management activities related to the clinical aspects of patient care and safety.

I. ENVIRONMENT OF CARE

The Board of Trustees shall strive to assure a safe environment for patients, personnel and visitors by requiring and supporting the establishment and maintenance of effective Environment of Care programs. The eight components comprised in the program include Safety Management, Security Management, Hazardous Materials & Waste Management, Hazardous Rounds, PI Projects, Utility Management, Fire/Life Safety Management, and Medical Equipment Management.

J. DEPARTMENTAL POLICIES AND PROCEDURES

The Board of Trustees shall require the Medical Staff, Hospital Leadership, staff of departments/services, and others as appropriate to review and revise all department service policies and procedures when warranted. The period between reviewed shall not exceed three (3) years.

K. ORIENTATION AND EVALUATIONS

1. The Board of Trustees and the Governing Board, acting through the Chief Executive Officer and staff, shall provide resources necessary to enable all

members of the Board of Trustees to understand and fulfill their responsibilities. An orientation program for all new Board of Trustees' members shall be conducted as well as relevant continuing education programs as may be appropriate from time to time.

2. The Board of Trustees shall review and evaluate its own performance on an annual basis.

3. The Board of Trustees shall require UMC to annually evaluate its performance in relation to UMC's mission, vision, values, and goals for the Performance Improvement Program, Patient Safety Program, Environment of Care Plans, and the Infection Control Program. The Infection Control Program is put into place to help reduce the possibility of acquiring and transmitting infections. The design and scope of the program are determined by the specific risks faced by location, the population(s) served, and the types of services provided.

L. EMERGENCY MEDICAL TREATMENT AND ACTIVE LABOR ACT

1. The Board of Trustees shall require UMC to comply with the Emergency Medical Treatment and Active Labor Act of 1985 (EMTALA) and Nevada Revised Statutes 439B.410, *et seq.*, including medical screening, examination and evaluation of patients by a qualified medical person (QMP). QMP shall include: Licensed Independent Practitioner (LIP), Nurse Practitioner, Physician Assistant (PA), and Labor and Delivery Registered Nurse with neonatal resuscitation training.

2. Each QMP, with the exception of an LIP, shall be supervised by a qualified member of the Medical Staff.

ARTICLE III

HOSPITAL ADMINISTRATION

A. SELECTION

The Governing Board shall select and appoint a Chief Executive Officer (CEO) of the Hospital, who shall be responsible to the Board of Trustees and Governing Board for the overall management and direction of UMC in accordance with the Chief Executive Officer's employment agreement and with the Board of Trustees' policies.

B. RESPONSIBILITIES AND AUTHORITY

The Chief Executive Officer's responsibilities shall be inclusive of establishing internal controls to effectively operate the organization by establishing and maintaining information and support systems, recruiting and retaining staff, and conserving physical and financial assets. The Chief Executive Officer shall act as the duly authorized representative of the Board of Trustees in all

matters in which the Board of Trustees has not formally designated another representative, and shall be empowered to perform all acts and to execute all documents necessary to make effective the actions taken by the Board of Trustees. The Governing Board shall periodically review the performance of the Chief Executive Officer for compliance with the Chief Executive Officer's employment agreement and with the Board of Trustees' policies.

The Chief Executive Officer shall appoint and employ such subordinates as may be necessary for the proper and efficient operation of the Hospital, in accordance with the directions and policies of the Board of Trustees. In the absence of the Chief Executive Officer a qualified designee(s) shall be designated to perform the duties. The Chief Executive Officer shall serve as liaison officer and channel of communication between the Board of Trustees, Governing Board and the Medical Staff, and between the Board of Trustees, and any auxiliary or foundation. The Chief Executive Officer shall make periodic reports to the Board of Trustees concerning both business and professional matters, sufficient to enable the Board of Trustees to properly discharge its functions and responsibilities.

The Chief Executive Officer or his/her designee shall report to the Board of Trustees regarding the operation of UMC, and as a part of this report, shall educate and orient the Board of Trustees in regard to UMC operations and any special matters which may at the time be affecting the hospital industry in general. The Chief Executive Officer will bring all matters requiring Board approval to the Board of Trustees at its regularly scheduled meetings.

Neither the Medical and Dental Staff, Governing Board, or the Board of Trustees may unilaterally amend, alter, add to, delete from, or otherwise change any portion of the Bylaws of the Medical and Dental Staff or ~~Associated Manuals~~ the Medical and Dental Staff's Rules and Regulations. Changes to these may only be made following mutual approval of these Medical and Dental Staff Bylaws by majority of both the Medical and Dental Staff and the Board of Trustees and if necessary utilizing the Conflict Management Policy process.

ARTICLE IV

MEDICAL AND DENTAL STAFF

A. DEFINITION

For the purpose of these Bylaws, "Medical and Dental Staff" is defined as doctors of medicine, doctors of osteopathy~~, and~~ doctors of dental surgery and dentistry, and advanced practice registered nurses who have met the requirements for membership set forth in the Bylaws of UMC's Medical and Dental Staff, and who have been approved as members thereof.

B. PRIVILEGES, APPOINTMENTS AND REAPPOINTMENTS

Acting upon the advice of the Medical and Dental Staff, the Board of Trustees, or its designee, may appoint a Medical and Dental Staff composed of physicians, ~~and~~ dentists, and advanced practice registered nurses, who are graduates of recognized ~~medical and dental~~ professional schools, and shall see that they are organized into a responsible administrative unit and adopt such

bylaws, and/or associated manuals for government of practice at UMC as the Board of Trustees deems to be of the greatest benefit to the care of patients within UMC. All appointments to the Medical Staff shall be for a period of up to two years or until the next biennial reappointment period, whichever occurs first. The Board of Trustees hereby delegates to the Governing Board, in collaboration with the Medical Staff, the authority to approve all appointments and reappointments of practitioners to the Medical and Dental Staff; approval all credentialing and re-credentialing of eligible individuals requesting clinical privileges; and review adverse recommendations and decisions of the Medical Executive Committee pursuant to this Article and the UMC Medical and Dental Staff Bylaws.

1. PROCEDURE FOR APPOINTMENT

All appointments, reappointments or additions to the Medical Staff shall be made in the following manner:

a. At any regular scheduled meeting of the ~~Board of Trustees and/or~~ Governing Board, the ~~Board of Trustees~~ Governing Board shall officially approve eligible individuals for Medical and Dental Staff membership based on the specific recommendations of the Medical Executive Committee.

b. At the time of appointment the ~~Board of Trustees and/or~~ Governing Board shall delineate clinical privileges for each eligible individual.

2. REAPPOINTMENTS

The ~~Board of Trustees and/or~~ Governing Board shall reappoint the members of the Medical & Dental Staff as recommended by the Medical Staff.

3. ADVERSE RECOMMENDATIONS AND DECISIONS

A party that is aggrieved by a final decision of the Medical Executive Committee that is an adverse decision or recommendation as defined in the Bylaws of the Medical and Dental Staff is entitled to review of that decision in accordance with the Fair Hearing Plan approved and adopted by this Board of Trustees.

C. CONFLICT RESOLUTIONS

The Board of Trustees provides for a system for resolving conflicts among Administration, Governing Board, and/or Medical Staff and the individuals under their leadership. These differences may include recommendations concerning Medical Staff appointments, reappointments, termination of appointments, and the granting or revision of clinical privileges within a reasonable time frame.

D. MEDICAL STAFF BYLAWS AND~~,~~ RULES AND ~~ASSOCIATED MANUALS~~ REGULATIONS

The Medical and Dental Staff's Bylaws and ~~Associated Manuals~~ Rules and Regulations setting forth its organization and governance, shall be recommended by the Medical and Dental Staff and approved by the Governing Board and Board of Trustees. ~~Such Bylaws, as approved by the Board of Trustees and/or the Governing Board, shall become a part of the Medical and Dental Staff Bylaws and Associated Manuals of UMC by incorporation.~~ In the event of inconsistency of Medical Staff and Dental Staff's Bylaws with these Bylaws, the latter shall prevail to the extent allowable by state and Federal law.

E. REVIEW OF GOVERNING DOCUMENTS

The Medical and Dental Staff shall periodically review the Bylaws and ~~Associated Manuals~~ Rules and Regulations of the Medical and Dental Staff and make recommendations to the Board of Trustees regarding necessary revisions. The Board of Trustees and the Governing Board shall review and approve the Bylaws and ~~Associated Manuals~~ Rules and Regulations of the Medical and Dental Staff following receipt of recommendations from the Medical Staff relating to those reviews and revisions.

F. EXCLUSION FROM FEDERAL OR STATE HEALTH CARE PROGRAM

Any individual or entity who is excluded from any Federal or State Health Care program, including, but not limited to, Medicare or Medicaid or any other health care program administered by the Department of Health and Human Services or any State or Federal health regulatory agency, shall not be allowed to admit patients or perform procedures within the UMC system. Whenever membership is terminated pursuant to this section, the Attending Physician, Chief of Staff and/or the terminated member's Department Chairperson shall take all necessary steps to ensure that the care of any patient currently under the terminated member's care at UMC is transferred to another appropriate practitioner. The wishes of the patient shall be considered, where feasible, in choosing a substitute practitioner.

G. PROFESSIONAL CARE - ADMINISTRATIVE MATTERS

In the professional care of patients, the attending physician appointed to the Medical and Dental Staff shall have full authority subject only to the policies stated by the Board of Trustees. In administrative matters, the Medical and Dental Staff, as an organized body, shall act in an advisory capacity. The Medical Staff shall have the opportunity to contribute to the planning, budgeting, safety management, and overall performance-improvement activities of the organization. The Medical Staff shall comply with the following administrative procedures:

1. Only a member of the Medical and Dental Staff with admitting privileges shall admit patients to UMC.

2. Only an appropriately licensed practitioner with clinical privileges shall be directly responsible for a patient's diagnosis and treatment within the area of his/her privileges and each patient's general medical condition is the responsibility of a physician or dental member of the Medical and Dental Staff.

3. Medical care of patients provided by Advanced Practice Professionals shall be under the appropriate degree of supervision by a designated licensed practitioner with clinical privileges.

4. Create and participate with Conflict Management Policy and Code of Conduct.

H. EVALUATION OF PROFESSIONAL CARE

The Medical Staff shall conduct a continuing review and appraisal of the quality of professional care rendered at UMC. If professional care is rendered by students or professional graduate education programs, the students must be supervised by a physician member of the medical staff with appropriate privileges. The Medical Staff policies must define the level of supervision for students of professional graduate education programs. Professional graduate education committee(s) and the medical staff will regularly communicate about the safety and quality of patient care provided by and the supervisory needs of the students. The professional graduate education committee(s) and the Board of Trustees, as needed, will periodically communicate about the educational needs and performance of the participants in the program.

I. MEDICAL EXECUTIVE COMMITTEE RECOMMENDATIONS

The Medical Executive Committee shall be required to make recommendations related to the structure and organization of the Medical Staff to the Governing Board for ultimate approval by ~~to~~ the Board of Trustees ~~or designee, the Governing Board or designee for its approval.~~ At a minimum, such recommendations ~~shall pertain to the following issues~~ include the following:

1. the structure of the medical staff;

2. the procedure used to review credentials and to delineate individual clinical privileges;

~~3. recommendations of individuals for medical staff membership;~~

~~4. recommendations for delineated clinical privileges for each eligible individual;~~

5. the organization of the performance improvement and patient safety activities as well as the procedure used to conduct, evaluate, and revise such activities;

6. the procedure by which membership on the medical staff may be terminated; and

7. the procedure for Fair Hearings.

Notwithstanding the preceding, and in accordance with the Medical and Dental Staff Bylaws and Rules and Regulations approved by the Board of Trustees, the Medical Executive Committee shall make recommendations to the Governing Board for items which have been delegated to it from the Board of Trustees. At a minimum such recommendations include the following:

1. recommendations of individuals for the addition to or removal from the medical staff membership in accordance with all applicable requirements;

2. recommendations for delineated clinical privileges for each eligible individual;

Any such recommendations, and the processes pertaining thereto, shall be set forth in the UMC Medical and Dental Staff Bylaws and Rules and Regulations, as approved by the Board of Trustees.

J. PHYSICIANS IN EMPLOYMENT OR UNDER CONTRACT IN A MEDICAL ADMINISTRATIVE POSITION

Physicians who are employed by UMC or who are on a contract of employment with UMC shall be subject to removal from their administrative positions with UMC in accordance with the terms of the employment or the contract. Continued Medical Staff privileges and membership on the Medical and Dental Staff shall be a matter to be determined by the Medical Staff in accordance with the Bylaws and Rules and Regulations of the Medical and Dental Staff of UMC.

K. EMPLOYMENT OF PHYSICIANS

The Board of Trustees, in accordance with Nevada Revised Statutes 450.180, shall have the authority to employ physicians and residents, either full-time or part-time and to fix their compensation, qualifications and duties. This authority may be exercised by the Board of Trustees, Governing Board, or delegated by the Board of Trustees or Governing Board to the Chief Executive Officer from time to time, as the Board of Trustees deems necessary.

L. BYLAWS AND ~~ASSOCIATED MANUALS~~ RULES AND REGULATIONS OF UMC'S MEDICAL AND DENTAL STAFF

Upon approval of membership, each member of UMC's Medical and Dental Staff shall sign an agreement to abide by the Bylaws and ~~Associated Manuals~~ Rules and Regulations of the Medical and Dental Staff in Implementation of the Medical and Dental Staff Bylaws, including a pledge that the member shall observe all ethical principles of his/her profession. Newly credentialed and reappointed members of the Medical and Dental Staff are provided with a copy of the Code of Conduct.

M. ADVANCED PRACTICE PROFESSIONALS

In accordance with UMC Medical and Dental Staff Bylaws and ~~Associated Manuals~~ Rules and Regulations, the Board of Trustees recognizes the existence of Advanced Practice Professionals. Advanced Practice Professionals consist of Advance Practice Registered Nurses, Physician Assistants, physicians serving short locum tenens positions, telemedicine physicians, house staff such as residents moonlighting in the hospital, Allied Health Professionals or others deemed appropriate by the MEC and Governing Board. Advanced Practice Professionals shall be subject to the UMC Medical and Dental Staff Bylaws, ~~Associated Manuals~~ Rules and Regulations, and applicable UMC and Medical Staff ~~Human Resource~~ policies. Except for those practitioners

licensed as an Advanced Practice Registered Nurse, ~~However, they~~ Advanced Practice Professionals may not be members of the Medical and Dental Staff regardless of their credentialing path. The Board of Trustees delegates to UMC's Administration in collaboration with the Medical and Dental Staff the authority to promulgate rules and regulations for the governing of the practice of Advance Practice Professionals at UMC.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. PRINCIPAL OFFICE

The principal office for the transaction of the business of UMC is hereby fixed and located at 1800 West Charleston Boulevard, Las Vegas, Clark County, Nevada.

B. FOUNDATION

The Board of Trustees recognizes the role of a foundation to support the purposes of UMC. A foundation may be formally organized to further the role and purpose of UMC.

C. VOLUNTEER SERVICES

The Board of Trustees recognizes and values the formation of organized volunteer services to promote quality care and to meet the needs and comfort of UMC patients, families and visitors. Those needs may be met by an organized volunteer service of individuals and groups under the direction of a designated UMC employee or by the establishment of a self-governing auxiliary. When individuals or organized groups perform volunteer services at UMC, a mechanism for oversight of their activities shall be established through a designated, responsible UMC employee.

~~Individual volunteers shall delineate their purpose and function for approval by the Board of Trustees.~~ Oversight of volunteers and individuals shall be conducted as necessary to satisfy UMC accreditation standards and to assure that activities of such organizations and individuals are compatible with the goals and purposes of UMC.

D. ADOPTION OF BYLAWS

The Bylaws of UMC, upon adoption at a regular meeting of the Board of Trustees, shall repeal any previous Bylaws and shall become effective on and after the date adopted, and shall be equally binding on the Board of Trustees, the Governing Board, the Medical and Dental Staff, and the Administration of UMC.

These Bylaws shall be supplemented by administrative bulletins and memoranda, issued from time to time as required; such supplemental material shall not be in conflict with the Bylaws, but shall be equally binding.

E. AMENDMENT OF BYLAWS

Except as otherwise provided from time to time by law, these Bylaws, or any thereof, may be amended, altered or repealed and new provisions added thereby by the affirmative vote of a quorum at any regular or special meeting of the Board of Trustees, if notice of the proposed alteration, amendment, repeal or addition is distributed to each member of the Board of Trustees a minimum of one week prior to the meeting at which the proposed change(s) are to be presented, and that notice is given in accordance with Chapter 241 of the Nevada Revised Statutes.

F. NON-DISCRIMINATION

It is the firm policy of UMC not to discriminate on the basis of national origin, race, gender, religion, race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, genetic information, marital status, or disability, in the appointment of members of the Medical and Dental Staff, the employment of UMC personnel and the admission of patients. All Medical Staff members, Board members, and UMC personnel shall adhere to such policy.

G. REVIEW OF BYLAWS

The Bylaws shall be reviewed at least every other year by the Board of Trustees commencing with the first meeting in October of 1981 and then revised as necessary.

REVISION APPROVED this _____ day of _____, ~~2016~~ 2020.

_____

Lawrence Weekly, Chairperson
Board of Hospital Trustees
University Medical Center of Southern Nevada

_____

~~Chris~~ Guinchigliani Tick Segerblom, Vice-Chair
Board of Hospital Trustees
University Medical Center of Southern Nevada

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the April 22, 2020 Governing Board Audit and Finance Committee meetings.

Cleared for Agenda
May 27, 2020

Agenda Item #
21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for April FY20 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the monthly financial report for April FY20, and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
May 27, 2020

Agenda Item #
22

UNIVERSITY MEDICAL CENTER

April 2020 Financials

KEY INDICATORS- APR

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	11,744	15,375	(3,631)	(23.62%)	15,580	(24.62%)
Total Admissions	1,331	1,975	(644)	(32.61%)	2,111	(36.95%)
Observation Cases	797	1,469	(672)	(45.75%)	1,469	(45.75%)
AADC	391	512	(121)	(23.62%)	519	(24.57%)
ALOS (Admits)	6.26	5.41	0.84	15.57%	5.07	23.38%
ALOS (Obs)	1.28	1.39	(0.11)	(8.16%)	1.39	(8.16%)
Hospital CMI	2.00	1.90	0.10	5.31%	1.90	5.31%
Medicare CMI	2.36	2.64	(0.29)	(10.79%)	2.64	(10.79%)
IP Surgery Cases	544	835	(291)	(34.85%)	835	(34.85%)
OP Surgery Cases	142	540	(398)	(73.70%)	540	(73.70%)
Total ER Visits	5,529	8,840	(3,311)	(37.46%)	9,904	(44.17%)
ED to Admission	9.22%	-	-	-	8.57%	7.69%
ED to Observation	14.41%	-	-	-	14.90%	(3.26%)
ED to Adm/Obs	23.64%	-	-	-	23.47%	0.74%
Quick Cares	8,280	18,957	(10,677)	(56.32%)	17,084	(51.53%)
Primary Care	3,414	7,584	(4,170)	(54.98%)	6,789	(49.71%)
Deliveries	120	-	-	-	135	(11.11%)

SUMMARY INCOME STATEMENT - APR

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$51,315,331	$57,010,389	($5,695,058)	(9.99%)
Net Patient Revenue as a % of Gross	17.45%	19.22%	(1.76%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$60,925,005	$57,930,766	($2,994,239)	(5.17%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($9,609,674)	($920,377)	($8,689,297)	(944.10%)
Add back: Depr & Amort.	$1,878,424	$2,004,896	$126,472	6.31%
Tot Inc from Ops plus Depr & Amort.	**($7,731,250)**	**$1,084,519**	**($8,815,768)**	**(812.87%)**

SUMMARY INCOME STATEMENT – YTD APR

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$547,750,663	$568,821,949	($21,071,286)	(3.70%)
Net Patient Revenue as a % of Gross	18.05%	19.06%	(1.01%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$574,410,745	$579,047,697	$4,636,951	0.80%

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($26,660,083)	($10,225,748)	($16,434,335)	(160.72%)
Add back: Depr & Amort.	$18,824,731	$18,798,802	($25,929)	(0.14%)
Tot Inc from Ops plus Depr & Amort.	**($7,835,352)**	**$8,573,054**	**($16,408,407)**	**(191.40%)**

SALARY & BENEFIT EXPENSE – APR

	Actual	Budget	Variance	% Variance
Salaries	$23,146,561	$23,107,237	($39,324)	(0.17%)
Benefits	$10,941,191	$10,885,332	($55,860)	(0.51%)
Overtime	$626,436	$1,013,549	$387,113	38.19%
Contract Labor	$254,540	$104,294	($150,246)	(144.06%)
TOTAL	**$34,968,728**	**$35,110,411**	**$141,683**	**0.40%**

EXPENSES - APR

	Actual	Budget	Variance	% Variance
Professional Fees	$3,661,901	$3,702,964	$41,063	1.11%
Supplies	$12,110,669	$9,033,950	($3,076,719)	(34.06%)
Purchased Services	$5,801,358	$5,467,934	($333,424)	(6.10%)
Depreciation & Amortization	$1,878,424	$2,004,896	$126,472	6.31%
Repairs & Maintenance	$414,158	$432,159	$18,000	4.17%
Utilities	$266,618	$397,753	$131,135	32.97%
Other Expenses	$1,114,285	$1,054,741	($59,545)	(5.65%)
Rental/Leases	$708,864	$725,958	$17,095	2.35%
Total Other Expenses	**$25,956,277**	**$22,820,355**	**($3,135,922)**	**(13.74%)**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UNLV School of Medicine Dean's Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
May 27, 2020

Agenda Item #
23

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
May 27, 2020

Agenda Item #
24

UMC
UNIVERSITY MEDICAL CENTER

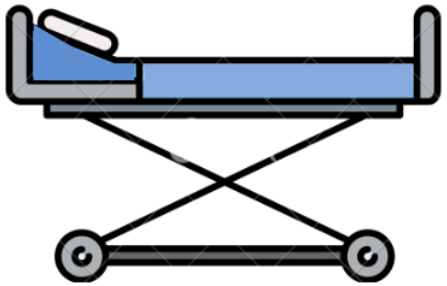
LEADING THE WAY TO A SAFE RE-OPENING

www.umcsn.com

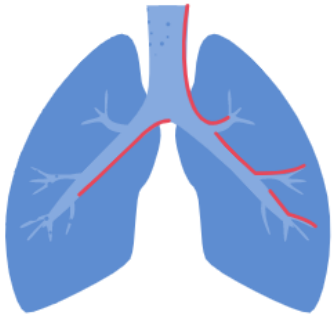
UMC Hospital Statistics



Acute Care Beds
541



ICU Beds
106



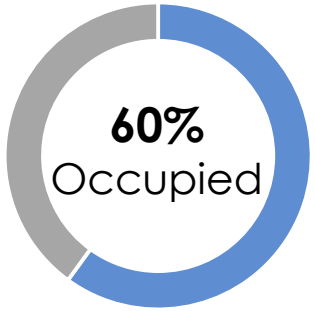
Ventilators
140



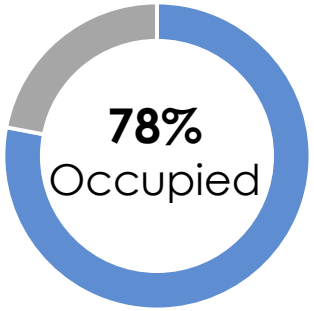
Staffing Levels
Stable



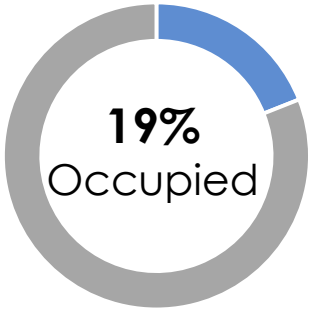
PPE
Moderate



COVID-19
6.2% Confirmed
3.4% Suspected



COVID-19
9.4%



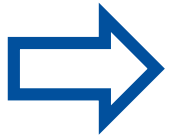
COVID-19
18.5%



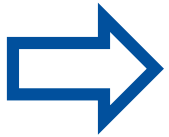


Test Process

Swab is collected (oral or nasal)



Sent to certified molecular lab and ran on a PCR analyzer



Results are dependent on lab vendor and current volumes, which are reported typically in 24 hours to 72 hours

PCR Tests Performed



University Medical Center
30,652 test performed



Nevada State Health Lab
27,179 tests performed



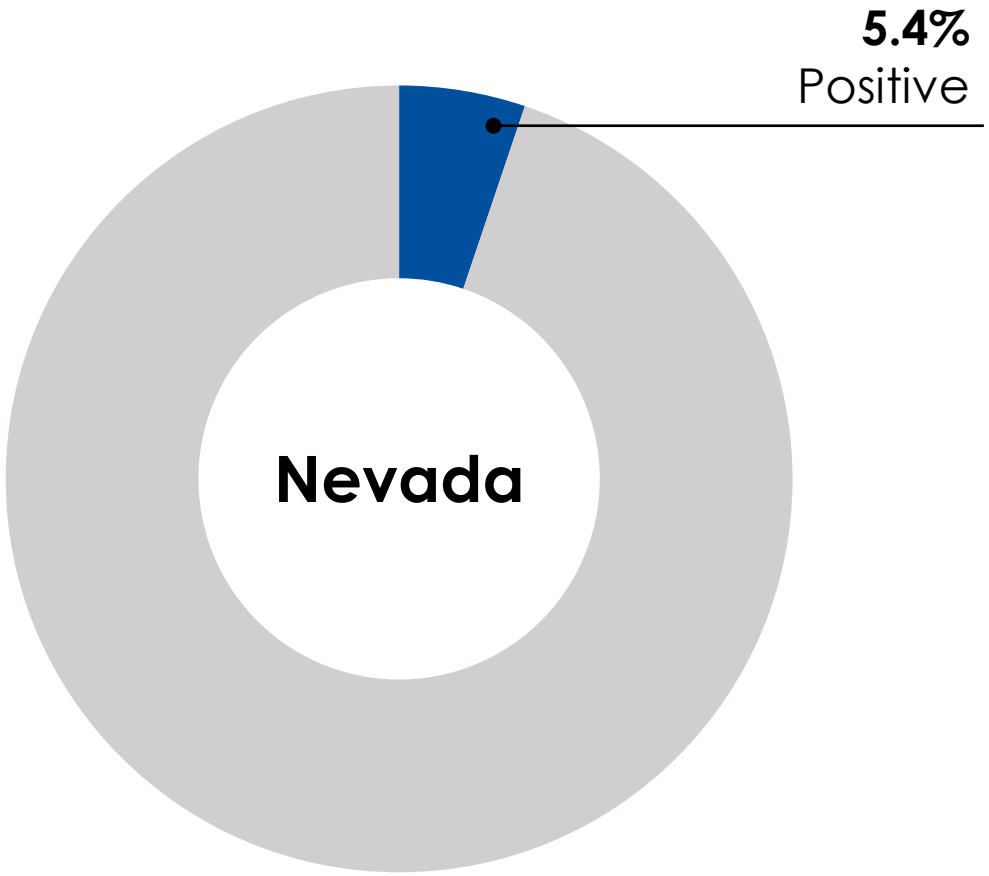
Southern Nevada Health District
9,662 tests performed



Quest 28,230 tests
Lab Corp 21,039 tests
CPL 14,539 tests
RRMC 2,565 tests

Nevada Testing

148,525 Samples Collected



Trend of Positive Results

- 4/23 • 12.2%
- 4/29 • 11.9%
- 5/7 • 11%
- 5/11 • 11%
- 5/16 • 8.5%
- 5/22 • 7.2%
- 5/24 • 6.9%

Regulatory Partnerships

Gaming Control Board

Nevada Athletic Commission



Telehealth Services

24-Hour medical
expertise by UMC

Donations



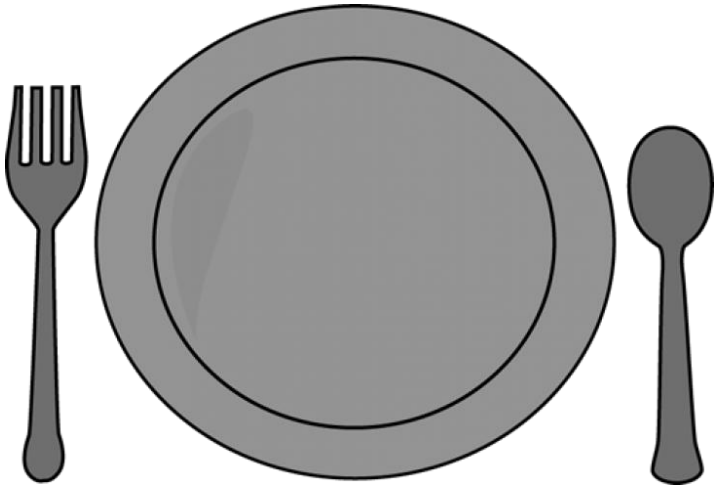
PPE

83,800 Masks
6,000 Face Shields
3,000 Gowns



Monetary Donations

$59,747



Meals & Snacks

16,233 Delivered to Employees

UMC Updates

PATHWAY
TO EXCELLENCE

AMERICAN NURSES
CREDENTIALING CENTER

Pathways to Excellence



Medically Necessary Procedures


The
Highest
Level of
Care in
Nevada
UMC
UMC
UNIVERSITY MEDICAL CENTER
1800

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
May 27, 2020

Agenda Item #

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