



Governing Board

Wednesday, April 29, 2020 2:00 pm

ProVidence Suite

Conference Dial-In Number: 844-740-1264 and Participant Access Code:801695211

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
April 29, 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, April 29, 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 801695211.

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

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

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, 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.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment
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)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

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)*

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)*
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)*
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)*
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)*
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)*
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)*
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)*
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)*
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)*
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)*

SECTION 3: BUSINESS ITEMS

15. Receive a report from the Governing Board Audit and Finance Committee, and take any action deemed appropriate. *(For possible action)*
16. Receive the monthly financial report for February and March FY20, and take any action deemed appropriate. *(For possible action)*
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)*
18. Receive an update on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. *(For possible action)*
19. Receive an update from the Hospital CEO, and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

20. 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
March 25, 2020**

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, March 25, 2020
2:00 p.m.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:02 p.m. by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present (Via Phone):

John O'Reilly, Chair
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 (Via Phone):

Dr. Frederick Lippmann, Chief of Staff
Barbara Fraser, Ex-Officio
Dr. John Fildes, Interim Dean UNLV

Others Present:

Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
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 February 26, 2020. (Available at University Medical Center, Administrative Office) (For possible action)

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

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

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

SECTION 2. CONSENT ITEMS

A motion was made by Member Dr. Mackay to approve the items on the Consent agenda listed below as recommended. Motion carried by unanimous vote.

ITEM NO. 4 Approve the Professional Services Agreement with UNLV Medicine for Ryan White Services; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement – Ryan White Program

ITEM NO. 5 Approve the Professional Services Agreement with UNLV Medicine for pediatric hospitalist services; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement – Clinical Services

ITEM NO. 6 That the Governing Board approve the Agreements with Intuitive Surgical, Inc., Aesculap, Inc., Bryton Corporation, ConMed Corporation, Covidien LP, Hill-Rom dba Trumpf Medical, Integra Life Sciences, JPK Surgical, Inc., and Stryker Sales Corporation; authorize the Chief Executive Officer to exercise any extension options and approve future order forms within his delegation of authority; and take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Aesculap
Quote
Disclosure of Ownership/Principals Form

- Sourcing Letter dated March 2, 2020
- Bryton Corporation
 - Quote
 - Amendment One to Quote
 - Disclosure of Ownership/Principals Form
- ConMed
 - Proposal
 - Disclosure of Ownership/Principals Form
 - Sourcing Letter dated March 2, 2020
- Hill-Rom Trumpf
 - Quote
 - Disclosure of Ownership/Principals Form
 - Amendment One to General Service Terms and Conditions
 - Addendum One to Terms and Conditions
- Integra
 - Quote
 - Disclosure of Ownership/Principals Form
 - Sourcing Letter dated March 2, 2020
- Intuitive Surgical da Vinci
 - Console Revised Quote
 - daVinci Robot Quote
 - Disclosure of Ownership/Principals Form
 - Amendment to the Lease Agreement
 - Use, License and Service Agreement
- Intuitive Surgical Instruments
 - Quote
 - Disclosure of Ownership/Principals Form
 - Use License and Service Agreement
- JPK Surgical
 - Quote
 - Disclosure of Ownership/Principals Form
- Medtronic
 - Quote
 - Disclosure of Ownership/Principals Form
 - Sourcing Letter dated March 2, 2020
 - Addendum One to Terms and Conditions
- Stryker
 - Equipment Schedule
 - Disclosure of Ownership/Principals Form
 - Sourcing Letter dated March 2, 2020

ITEM NO. 7 Approve the RFP No. 2019-12 Website Redesign Services Phase II to R&R Partners, LLC; approve the Agreement for Website Redesign Phase II; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Amendment to Master Agreement

ITEM NO. 8 Approve the Professional Services Order Form with Kaufman, Hall & Associates, LLC; authorize the Chief Executive Officer to exercise any

extension options, and take action as deemed appropriate. (*For possible action*)

DOCUMENTS SUBMITTED:

- Professional Services Order Form
- Disclosure of Ownership/Principals Form

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

SECTION 3: BUSINESS ITEMS

ITEM NO. 9 Receive an educational presentation from Dr. Shadaba Asad, Medical Director of infectious Disease on the impact of Coronavirus (COVID) and Universtiy Medical Center's response (*For possible action*)

Chairman O'Reilly thanked Dr. Asad for her incredible work in the hospital and within the community.

Dr. Asad shared an overview of the Coronavirus (COVID-19) and the mode of transmission that is overwhelming the world by providing a timeline of the disease spread.

The currently know symptoms of the disease are fever, followed by cough, sore throat and shortness of breath. More severe symptoms, such as pneumonia, can develop and the virus can be fatal. The mode of transmission is predominately by heavy droplets, such as coughing and sneezing, airborne transmission or contact with an unclean surface. Discussion continued regarding diagnosis and testing.

The importance of hand hygiene was stressed, as well as other health measures such as frequently cleaning surfaces. She also strongly suggested social distancing and avoiding those who are coughing and sneezing. She also recommended that if you are sick, stay at home. With these mitigation strategies, the aim is to flatten the curve.

Dr. Asad concluded that we are not just fighting an epidemic, were fighting and "info"demec. Receiving information through social media or chat groups is not recommended, as it is often unreliable. A list of verified, knowledgible resources was provided.

Chairman O'Reilly inquired whether all healthcare workers are wearing safety glasses. Dr. Asad confirmed that when attending patients with confirmed or suspected COVID-19 infection, all of our healthcare providers are to wear safety eye protection, a surgical mask, a gown and gloves.

Dr. Mackay questioned the ability and accuracy of whether airlines filtration systems are able to filter out things as small as viruses or is this clever marketing. Dr. Asad could not confirm this to be true.

Member Palenik asked if P-95 masks, which are used on construction sites, are useful protective wear for this situation and whether the medical community could

benefit from the use of them. Dr. Asad stated that she was not familiar with the P-95 masks and that we use OSHA certified masks for healthcare providers if N-95 protection is needed.

ITEM NO. 10 Receive an update from the Hospital CEO and take any action deemed appropriate. (For possible action)

Mr. VanHouweling thanked Dr. Asad for the work in assisting the infection control team, as well as helping in the community. Thank you also to the UMC Board for continuing with the business of hospital operations.

An update on COVID-19 was provided. An incident command center has been established. There have been changes in hospital processes as it relates to screening and treating COVID-19 patients and there have been changes in the visitor policy to limit the amount of traffic in the hospital to protect patients and staff. Elective surgeries have also been postponed. The Emergency Department is doing a great job in processing presumptive positive patients.

UMC Medical Center will be the first in state to offer testing with a 90-minute turn around time.

Dr. Fildes joined in to provide an overview of what is taking place with UNLV School of Medicine in community testing. A drive-in testing clinic has been established which will allow patients to call in via phone to provide information regarding their symptoms. Students are doing their work from home and assisting in community work. Three and four year students are asked to distance learn for their clinical locations. Commendation is given to the faculty and staff.

Mr. VanHouweling went on to state that UMC has been hosting a weekly healthcare forum with all of the hospitals in the valley, as well as first responder healthcare professionals to discuss status, bed capacity and other areas operation.

Generous donations of supplies have been provided by area casinos and others which assist in taking care of the needs of hospital staff.

Policy changes have been implemented to categorize employees deemed as critical workers, teleworkers and those that are delayed and deferred staffing to comply with social distancing measures.

Mr. VanHouweling concluded with a thank you to all of hospital departments for their continued assistance in the smooth operation of the overall functions of the hospital and a reminder to everyone regarding social media and making sure to get information from reliable, credible sources. Thank you to the Governing Board members for your assistance and willingness to be engaged and ready to help and support.

Mr. O'Reilly asked about federal funding and tracking of the COVID-19 expenses. Mr. VanHouweling responded that we are staying on top of the

federal, state and local support. A separate cost center has been created to keep track of the expenditures appropriately.

DOCUMENT(S) SUBMITTED: None

SECTION 4: EMERGING ISSUES

ITEM NO. 11 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 2:46 PM, Chair O'Reilly adjourned the meeting.

Minutes Prepared by Stephanie Ceccarelli

APPROVED:

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

Issue: Purchase of Ventilators to prepare for COVID-19 Pandemic	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 04
Recommendation: That the Governing Board 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. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: Clark County Capital Equipment Transfer Fund
5420.000	UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
3000718100	
Description: Respiratory Services – Ventilator Purchase	
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530	
Term: Two (2) year service	
Amount: Not to Exceed \$2,588,070	
Out Clause: 30 days w/o cause	

BACKGROUND:

This request is for ratification of UMC's purchase of 69 Avea Ventilators with Carefusion to prepare for the anticipated increase in COVID-19 patients. The order, totaling \$2,588,070.00, needed to be placed immediately so as to secure equipment in a reasonable time frame. The purchase includes ventilators, 1-year software subscription, and professional fees for implementation and training.

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

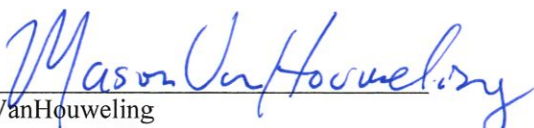
UMC's Director of Respiratory has reviewed and recommended ratification of this Agreement. This Agreement was approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for ratification by the Governing Board.

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Respectfully submitted,

Cleared for Agenda
April 29, 2020

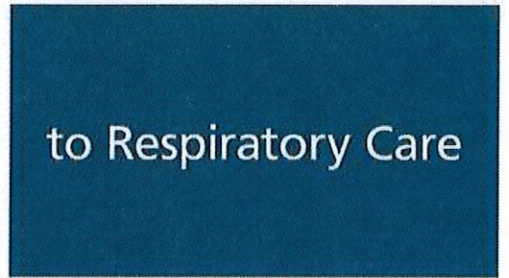
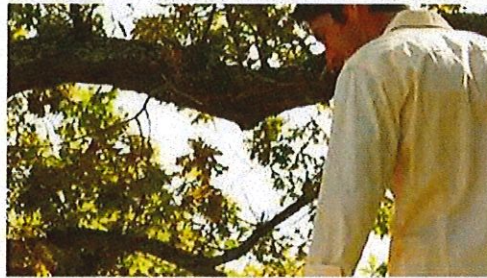
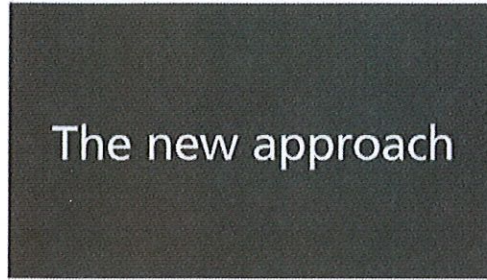
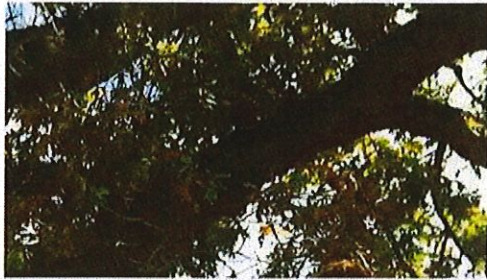

Mason VanHouweling
Chief Executive Officer

Agenda Item #

4



Respiratory Products Proposal



Quote 2020-85868

Prepared for: David Allen
University Medical Center Southern Nevada
Las Vegas, NV
(702) 383-2334
david.allen@umcsn.com

Prepared by:
Scott Beckner
CareFusion Respiratory Technologies
7604434879
scott.beckner@vyaire.com



CareFusion



Price Quotation

Customer: University Medical Center Southern Nevada

Quotation Number: 2020-85868

1800 W Charleston Blvd

Quote Date: 3/13/2020

Las Vegas, NV 89102

Quote Expiration: 5/12/2020

Attn: David Allen

We are pleased to quote the following items based on HealthTrust Purchasing Group (Ventilation), Contract: 1236, 4792, Expires: 05/31/2020 pricing (if applicable):

Product	Description	Qty	List Price Each	Unit Price	Extended Price
AVEA	ARICH630MD	69	\$	\$	\$
32029-001	AVEA II,CMPRH,BSC LNG,LO V,DISS K	incl.			

Total List Price:

Total Line Item Discounts:

Total Discount Percent:

Total Net Price:

Estimated Freight:

Total:

Total Price: \$2,333,750.00

Sales notes: _____

Pricing according to HPG GPO Ventilation contract 1236 (HealthTrust), Expires 05/31/2020.

Pricing includes estimated shipping charges, but not any applicable sales tax.

Avea CVS includes all neonatal, pediatric and adult software.

- Deluxe Stand
- Wireless Modules
- Epic EMR integration included
- Respiratory Knowledge Portal integration

The Master Agreement attached to this quotation is null and void.

This quotation is accepted pursuant to the mutually agreed upon terms signed in the previous contract as "Attachment A", which is included in the quote package. These Terms and Conditions are in addition to the terms of contract 1236 (Healthtrust) 1236, 4792, Expires: 05/31/2020. In the event of conflict between contract #1236 (Health Trust) and the Nevada Revised Statutes, Nevada Law with prevail.

Terms: Net 30 days / FOB: FOB Origin, prepay and add

The prices quoted above are from the listed price list if the part number is on contract, or a discount from list price, or list price. Some prices quoted above may be a price concession that is not on any specific pricing schedule or GPO/customer specific contract.



Price Quotation

Customer: University Medical Center Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102
Attn: David Allen

Quotation Number: 2020-85868

Quote Date: 3/13/2020

Quote Expiration: 5/12/2020

SOFTWARE(1 Year subscription term, payment commitment is Monthly)

Product			Price Annual		
Product#	Product Description	Qty	List Price Each	Unit Price	Extended Price
32442-021	SUBSCRIPTION, RESPIRATORY KNOWLEDGE PORTAL (RKP) VENTILATION ONLY, 1 YR, 40+ VENTS	69	\$	\$	\$

Total \$

PROFESSIONAL SERVICES

Product					
Product#	Product Description	Qty	List Price Each	Unit Price	Extended Price
32734-001	IMPLEMENTATION, TRAINING (UP TO 6 SUPER USERS), BASELINE DATA GATHERING, RESPIRATORY KNOWLEDGE PORTAL (RKP) VENTILATION AND EMR	1	\$	\$	\$

Total \$

SubTotal \$

Year 1 Total	\$
Year 2+Total	\$
Monthly Amount	\$8,855.00

Sales notes:_____

Pricing according to HPG GPO Ventilation contract 1236 (HealthTrust), Expires 05/31/2020.

Pricing includes estimated shipping charges, but not any applicable sales tax.

Avea CVS includes all neonatal, pediatric and adult software.

- Deluxe Stand
- Wireless Modules
- Epic EMR integration included
- Respiratory Knowledge Portal integration

The Master Agreement attached to this quotation is null and void.

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Price Quotation

Customer: University Medical Center Southern Nevada

Quotation Number: 2020-85868

Terms: Net 30 days

FOB: FOB Origin, prepay and add



Price Quotation

Customer: University Medical Center Southern Nevada

Quotation Number: 2020-85868

To place a Purchase order

Please fax or email a signed copy of this quote along with your purchase order unless noted otherwise by your sales consultant. Also reference the CareFusion Quotation Number located at the top of this form on your PO.

E-mail: Capitalorders@vyaire.com

Fax: 877.781.2335

Mailing Address: **Vyaire Medical, Inc.**

CAPITAL CUSTOMER SERVICE

26125 N. Riverwoods Blvd

Mettawa, IL 60045

Installation Details

Please provide the primary contact information for this order. Providing the information below allows our customer service team to contact you with information and/or questions pertaining to the order or shipment of product. Thank you.

Contact Name: Richard Allen

Dept: Respiratory Therapy

Phone: 702-383-2334

E-mail: david.allen@umcsn.com

Master Agreement

This Master Agreement (this “Master Agreement”), effective as of the date of CareFusion’s signature below (the “Effective Date”), is entered into by and between CareFusion 211, Inc. (together with its affiliates, “CareFusion”) and “Customer” as specified below under “Customer’s Legal Name”, each a “Party” and, collectively, the “Parties.” This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

- 1.1 **Customer Orders.** The Parties may enter into various transactions for hardware (“Equipment”), disposables, software licenses, accessories, and other products (collectively, “Products”) and/or services (“Services”), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order (“Customer Order”) and a Customer Order may have one or more attachments (each, a “Customer Order Attachment”). Each Customer Order will create a separate contract (each, a “Customer Agreement”), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.
- 1.2 **Schedules.** Each schedule provided with this Master Agreement is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.
- 1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.
- 1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination, freight prepaid to the Customer’s address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay freight charges for special Customer shipping requests and for shipment of parts or supplies not provided under warranty or pursuant to a support program. Upon delivery, Customer will be responsible for loss of or damage to the Product.
- 1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) (“Acceptance” or “Accepted”). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion’s standard confirmation form.
- 1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date.
- 1.7 **Late Charge.** If Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.
- 1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion’s net income (collectively, “Taxes”). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer’s failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer’s tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer’s exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

Master Agreement

2. PRODUCT USE AND WARRANTY.

- 2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a “User Guide”). Customer may download from the CareFusion website additional copies of the service manual, as needed. Customer may use and reproduce any User Guide and service manual solely for Customer's internal use.
- 2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance (except for Respiratory Equipment as set forth in the applicable User Guide), the Product will perform substantially in accordance with the specifications of its User Guide (the “Limited Warranty”). If a Product fails to perform in accordance with the Limited Warranty during the warranty period, then Customer will notify CareFusion in writing. In that case, as Customer's sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control.
- 2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer's records regarding use of Products during Customer's regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

- 3.1 **Software; Third Party Software.** “Software” means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party (“Third Party Software”). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.
- 3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer's site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to Section 6.1 below.
- 3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; or (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer's scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion's reasonable request (no more than once per year), Customer will provide CareFusion with relevant information to verify Customer's scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.
- 3.4 **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion's minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.

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- 3.5 **Data.** “Data” means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Schedule in effect between the Parties as of the Effective Date, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer.
- 3.6 **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.
4. **INDEMNIFICATION, LIMITATION OF LIABILITY, AND TERMINATION.**
- 4.1 **Mutual Indemnification.** Subject to the terms in this Master Agreement, each Party (“Indemnifying Party”) will (i) defend the other Party (the “Indemnified Party”) against any demand, action, claim, suit or proceeding (“Claims”) asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party’s negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.
- 4.2 **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all sub-parts of Sections 2 and 3 of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an “Infringement Claim”). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party’s intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product. This Section states Customer’s exclusive remedy and CareFusion’s total liability to Customer for an Infringement Claim.
5. **LIMITATIONS OF LIABILITY: INSURANCE.**
- 5.1 **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.
- 5.2 **Insurance.** CareFusion will maintain: (i) commercial general liability insurance naming Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer’s written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers’ compensation insurance in compliance with statutory requirement and employers’ liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

Master Agreement

6. TERMINATION.

- 6.1 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.
- 6.2 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Agreement.

7. COMPLIANCE WITH LAWS AND POLICIES.

- 7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.
- 7.2 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).
- 7.3 **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12)-month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.
- 7.4 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.
- 7.5 **Customer Policies.** CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.
- 7.6 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.

8. MISCELLANEOUS.

- 8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.
- 8.2 **Confidentiality.** Neither Party will disclose to a third party the terms of, nor issue any public statement regarding, this Master Agreement or any Customer Agreement without the other Party's prior written approval, except as required by law. If Customer receives a Freedom of Information Act or state open records law request relating to this Master Agreement or any Customer Agreement, Customer will promptly notify CareFusion and provide reasonable assistance in opposing such request.
- 8.3 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event.

Master Agreement

- 8.4 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.
- 8.5 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.
- 8.6 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.
- 8.7 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
- 8.8 **Governing Law.** This Master Agreement and each Customer Agreement will be governed by the laws of the State identified in Customer's Notice Address below, without reference to its conflict of laws principles.
- 8.9 **Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.
- 8.10 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.
- 8.11 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.

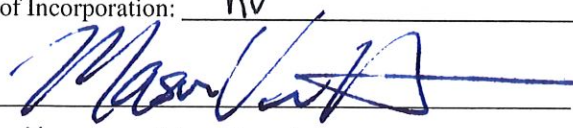
Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Master Agreement.

CUSTOMER'S LEGAL NAME

University Medical Center of
Southern Nevada

Notice Address: Contracts Management UMC
Address: 1800 W Charleston Blvd
City, State Zip: Las Vegas NV 89102

State of Incorporation: NV

By: 

Print: Mason VanHouseling

Title: CEO

Date: 3/16/2020

VYAIRE MEDICAL, INC.

Notice Address:
26125 N. Riverwoods Blvd
Mettawa, IL 60045

State of Incorporation: Delaware

By: 

Print: Aric Vacchiano

Title: Vice President Sales & Services

Effective Date: 03/16/2020

Schedule CareFusion Software Services

These terms apply to the software and software-based services described below that are licensed separately and provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. CareFusion Software Services. CareFusion provides certain software and software-based services ("CareFusion Software Services") to manage information used with (a) operating system software in hardware equipment supplied by CareFusion or other manufacturers ("Operating System Software"), and (b) software and services provided by third parties ("Third-Party Software Services"). CareFusion Software Services are provided subject to the terms herein, the Master Agreement, and any applicable Customer Order Attachment.

2. Perpetual Use.

a. **Perpetual License.** CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

b. **Maintenance Term.** The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). The Maintenance Term is non-cancellable. The Maintenance Term for each type of CareFusion Software Services will begin on the date the CareFusion Software Services are Accepted or deemed Accepted, unless a different start date is specified in a Customer Order. The Maintenance Term will automatically renew for additional one (1)-year periods unless Customer notifies CareFusion in writing at least thirty (30) days prior to the annual renewal date.

c. **Maintenance Fees.** Customer will pay software maintenance fees ("Maintenance Fees") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) during the Maintenance Term. CareFusion will invoice Customer for installments of the Maintenance Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Maintenance Term. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent annual term, increase the Maintenance Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total Maintenance Fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

3. Subscription Use.

a. **Subscription License.** Subject to payment of the Subscription Fees (defined below) specified in the Customer Order, CareFusion grants Customer a limited, non-exclusive, non-transferable license for CareFusion Software Services specified in the Customer Order during the valid term of the contract.

b. **Subscription Term.** The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. The Subscription Term for each type of CareFusion Software Services will begin on the date the CareFusion Software Services are Accepted or deemed Accepted, unless a different start date is specified in a Customer Order. The Subscription Term will automatically renew for additional one (1)-year periods unless Customer informs CareFusion in writing at least thirty (30) days prior to the annual renewal date.

c. **Subscription Fees.** Customer will pay a subscription fee ("Subscription Fee") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) and delivery of applicable software-related services during the Subscription Term. CareFusion will invoice the Customer for installments of the Subscription Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Subscription Term. CareFusion may, by notice delivered to Customer prior to the commencement of any subsequent annual term, increase the Subscription Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the Subscription Fee stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Service.

4. CareFusion Responsibilities. Subject to payments of applicable Maintenance Fees or Software Subscription Fees, Customer is entitled to the following support for the most recent version of the Software of the applicable CareFusion Software Service specified in the Customer Order for a period of one (1) year from release of the next version of the Software:

a. **Enhancements.** If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The

Schedule CareFusion Software Services

method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.

b. **Telephone-based Technical Support.** CareFusion will provide telephone-based technical support to Customer during CareFusion's normal business hours.

c. **Error Correction.** CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.

d. **Remote Access.** Customer will provide CareFusion remote access to the Software installed at Customer facilities through CareFusion's remote access solution. CareFusion will use such access solely to provide the Service. If Customer discontinues the Service, Customer will allow CareFusion to access the Software solely for the purposes of disabling it.

5. Customer Responsibilities.

a. **CareFusion Implementation Services.** Customer will order from CareFusion any implementation services required to implement the CareFusion Software Services as specified in the applicable Customer Order, and will perform all of the Customer obligations specified in the applicable Customer Order Attachment related to the CareFusion implementation services.

b. **Third-Party Licenses and Implementation Services.** Customer will obtain from third-party vendors the applicable licenses and implementation services for Third-Party Software Services as required to establish appropriate technical software interfaces with CareFusion Software Services and Operating System Software.

c. **Prerequisite CareFusion Systems.** If the CareFusion Software Services ordered by Customer require prerequisite software or systems as set forth in applicable user guides or Customer Orders ("Prerequisite Systems"), then Customer will obtain all necessary licenses and software maintenance programs to support the current versions of the Prerequisite Systems.

d. **Customer Technical Environment.** Customer will maintain the technical environment specified by CareFusion in applicable user guides and provided during implementation to support the technical and functional workflow requirements for CareFusion Software Services in Customer's facilities.

e. **Multi-Facility Maintenance Obligation.** If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and any such affiliate, related entity or facility fails to renew or pay the applicable Maintenance Fee or Subscription Fee, then CareFusion reserves the right to withhold or cancel the CareFusion Software Services to be provided to Customer or its affiliates, related entities or facilities.

Business Associate Schedule

In the performance of one or more agreements between CareFusion and Customer related to the collection of data (each, a “Data-Related Agreement”), CareFusion might receive protected health information, as defined by 45 C.F.R. §160.103, from or on behalf of Customer (collectively, “PHI”). The purpose of this Schedule is to permit CareFusion and Customer to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E (“Privacy Rule”), the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and C (“Security Rule”), the HIPAA Omnibus Rule at 45 C.F.R. part 160 and 45 C.F.R. part 164 (“Omnibus Rule”), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the “HITECH Act”).

Definitions

Capitalized terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304 and 164.501, unless otherwise indicated.

Prior to September 23, 2013, “*Breach*” shall mean the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the Protected Health Information. “*Breach*” shall not include:

- Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of the Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule; or
- Any inadvertent disclosure by a person who is authorized to access Protected Health Information at the Covered Entity or Business Associate to another person authorized to access Protected Health Information at the Covered Entity or Business Associate, respectively, or Organized Health Care Arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; or
- A disclosure of Protected Health Information where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

On and after September 23, 2013, “*Breach*” shall have the meaning set forth in 45 C.F.R. § 164.402.

Schedule

1. Permitted Uses and Disclosures of PHI. CareFusion shall not use or further disclose PHI except: (a) as permitted or required by this Schedule; (b) as “Required By Law,” as that phrase is defined in 45 C.F.R. §164.103; or (c) as otherwise expressly agreed to in writing by Customer; and (d) consistent with Customer’s policies and procedures regarding the minimum necessary use and disclosure of PHI. Except as otherwise limited in this Schedule, CareFusion may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer pursuant to the Data-Related Agreements, provided that to the extent CareFusion carries out any of Customer’s obligations under the Privacy Rule, CareFusion shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of its obligations.

2. Minimum Necessary. In conducting functions and/or activities under the Data-Related Agreements and this Schedule that involve the use and/or disclosure of PHI, CareFusion shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Customer to accomplish the intended purpose of the use or disclosure.

3. Protection of PHI. CareFusion shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Schedule.

4. Reporting. CareFusion shall report to Customer any use or disclosure of PHI not provided for by this Schedule of which CareFusion becomes aware, including any Security Incident. CareFusion shall promptly report to Customer any Breach consistent with the HITECH Act.

5. Mitigation. CareFusion shall mitigate, to the extent practicable, any harmful effect that is known to CareFusion of a use or disclosure of PHI by CareFusion in violation of this Schedule.

Business Associate Schedule

6. Subcontractors and Agents. CareFusion shall ensure that any agent, including a subcontractor, to whom CareFusion provides PHI received from, or created or received by CareFusion on behalf of Customer shall agree to substantially the same restrictions and conditions applicable to CareFusion under this Schedule.

7. Accounting to HHS. CareFusion 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 ("Secretary"), in a time and manner designated by Customer or the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule, the Security Rule and the HITECH Act.

8. Documentation of Disclosures. CareFusion shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

9. Accounting of Disclosures. If Customer receives a request from an individual pursuant to 45 C.F.R. §164.528 for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CareFusion, then CareFusion shall promptly provide Customer the information required to be included in an accounting pursuant to 45 C.F.R. §164.528(b)(2) for CareFusion's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. §164.528(a)(1).

10. Designated Record Set. To the extent CareFusion maintains PHI in a "Designated Record Set," as that term is defined by 45 C.F.R. §164.501, CareFusion agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under 45 C.F.R. §165.524. If applicable, CareFusion agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Customer and in a reasonable time and manner.

11. De-identification of PHI. CareFusion may de-identify PHI pursuant to 45 C.F.R. §164.514 and use the de-identified information for any lawful purpose. CareFusion's use and disclosure of such de-identified personal information will not be subject to the requirements set forth in this Schedule.

12. Right to Terminate for Material Breach. Customer may terminate this Schedule, and CareFusion's right and ability to continue to access PHI pursuant to a Data-Related Agreement, if CareFusion violates a material term of this Schedule. Customer may exercise such termination right by providing notice to CareFusion stating the basis for termination. Customer may choose to provide CareFusion with an opportunity to cure the breach. If CareFusion does not cure the breach within a reasonable period, not to exceed thirty (30) days, then Customer may immediately terminate the applicable Data-Related Agreement which gave rise to the violation. If neither termination nor cure is feasible, Customer may report the violation to the Secretary. Termination of a Data-Related Agreement pursuant to this Section shall have no effect upon any right or obligation created by any other written agreement between CareFusion and Customer, except as otherwise provided herein.

13. Return or Destruction of PHI. Upon termination of any Data-Related Agreement for any reason, CareFusion shall either return or destroy all PHI received from Customer, or created, maintained or transmitted on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CareFusion. CareFusion shall retain no copies of the PHI. If CareFusion determines that returning or destroying PHI is infeasible, then CareFusion shall explain to Customer the conditions that make return or destruction of the PHI infeasible. Upon mutual agreement that return or destruction of PHI is infeasible, CareFusion shall extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CareFusion maintains the PHI.

14. Electronic PHI Safeguards. To the extent CareFusion creates, receives, maintains or transmits electronic PHI ("e-PHI") on behalf of Customer, CareFusion shall comply with the Security Rule and shall:

- (a) implement administrative, physical and technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of e-PHI, in accordance with the Security Rule; and
- (b) ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits e-PHI on CareFusion's behalf will (i) implement reasonable and appropriate Safeguards to protect e-PHI; and (ii) comply with any applicable requirement of the Security Rule.

15. Conformance with Modification of HIPAA or Regulations. If an amendment to or modification of HIPAA or its implementing regulations, including the Privacy Rule and the Security Rule, requires modification of this Schedule to permit Customer or CareFusion to remain in compliance with HIPAA and its implementing regulations or the HITECH Act during the term of this Schedule, then CareFusion and Customer shall enter into good faith negotiations to amend this Schedule to conform to any change required by such amendment or modification.

Business Associate Schedule

16. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Customer and CareFusion to comply with HIPAA, the Privacy Rule, the Security Rule and the HITECH Act.

17. No Third Party Beneficiaries. No provision of this Schedule is intended to nor shall confer any right, remedy, obligation or liability upon any person or entity other than Customer and CareFusion and their respective permitted successors or assigns.

18. Term. The Term of this Schedule shall begin on the effective date of the first Data-Related Agreement entered into by the Parties and shall continue until terminated in accordance with Section 12 of this Schedule, or until the final Data-Related Agreement between the Parties has terminated and all PHI is destroyed or returned to Customer in accordance with Section 13.

19. Survival. The obligations of CareFusion pursuant to this Schedule shall survive the termination, cancellation or expiration of any Data-Related Agreement.

20. Primacy. To the extent that any provisions of this Schedule conflict with the provisions of any other agreement or understanding between CareFusion and Customer, this Schedule shall control with regard to the subject matter of this Schedule.

21. Independent Contractors. No provision of this Schedule is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Customer and CareFusion other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Schedule. None of the parties nor any of their respective representatives shall be construed to be the agent, employer or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either CareFusion or Customer that CareFusion constitute an "agent" under such common law.

Schedule Third Party Software

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

- (a) work around any technical limitations in Third Party Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
- (d) modify or create derivative works based upon Third Party Software;
- (e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
- (g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

Schedule Third Party Software

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars (\$250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a “commercial component” consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion’s applicable Government FSS agreement.

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: 1						
Corporate/Business Entity Name: Vyaire Medical, Inc.						
(Include d.b.a., if applicable)						
Street Address:		26125 N. Riverwoods Blvd.		Website: www.vyaire.com		
City, State and Zip Code:		Mettawa, IL 60045		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)
N/A	N/A	N/A

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

- 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.)
- 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 VP, Financial Planning and Analysis Title	Janne Quinn Print Name 09/14/2018 Date
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DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative



March 26, 2020

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

Re: Request for competitive bidding information regarding Ventilators.

Dear Ms. Heiy:

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

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

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

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



The above-described process was followed with respect to the Ventilator category. HealthTrust issued RFPs and received proposals from identified suppliers in the Ventilator category. Contracts were executed with Carefusion, Getinge, Datex Ohmeda, Hamilton Medical, Covidien and Draeger in March of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Simplexa COVID-19 Direct Purchase Agreement with DiaSorin Molecular, LLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 05
Recommendation: That the Governing Board approve Simplexa COVID-19 Direct Purchase Agreement between DiaSorin Molecular, LLC (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. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
 Fund Name: UMC Operating Fund
 Fund Center: 3000991100
 Funded Pgm/Grant: N/A
 Description: COVID-19 tests
 Bid/RFP/CBE: NRS 332.115.1 (c); 332.115.4
 Term: Until July 31, 2023
 Amount: NTE \$3,960,312.00
 Out Clause: 10 days w/cause

BACKGROUND:

In April, 2012, Focus Diagnostics and UMC entered into a System Reagent Agreement (“Agreement”) under which Focus Diagnostics provided an Integrated Microfluidics Molecular System and related materials. In July, 2015, the Agreement was amended to extend the term through July 31, 2015 with automatic yearly renewals thereafter. In May of 2016, Focus Diagnostics was acquired by DiaSorin Molecular, LLC. A Second Amendment was entered in March of 2020 setting the expiration for the Agreement as of July 31, 2023.

This request is for ratification of an emergency purchase of COVID testing kits (Simplexa™ COVID-19 Direct assay) from DiaSorin, in a total amount not to exceed \$3,960,312.00.

This purchase was made in accordance with NRS 332.115(1)(c) additions to equipment maintained by a certain person, and NRS 332.115(4) as these are goods commonly used in UMC’s laboratory.

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. Page 33 of 224

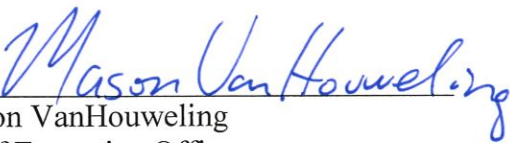
Cleared for Agenda
April 29, 2020

Agenda Item #

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

Page 34 of 224

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Page Number
2



PO Number: 168332
PO Date: 03/19/2020

PURCHASE ORDER MODIFIED

Vendor: DIASORIN MOLECULAR LLC 866421 ACCT #2530556 11331 VALLEY VIEW ST CYPRESS,CA 90630 Phone:800 838 4548 Fax: 9,1714-243-4703	Ship To: MAIN RECEIVING DOCK UNIVERSITY MEDICAL CENTER 1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2329 GLN: Phone: 702-383-2307 Fax: 702-383-2609	Bill To: UNIVERSITY MEDICAL CENTER OF SN ATTN: ACCTS PAYABLE 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89102 Phone: 702-383-2417 Fax: 702-671-6586
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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 AFFILIATION HEALTHTRUST MEMBER ID # K5670 ***



PO Number: 168332
PO Date: 03/19/2020

PURCHASE ORDER MODIFIED

Vendor: DIASORIN MOLECULAR LLC 866421 ACCT #2530556 11331 VALLEY VIEW ST CYPRESS,CA 90630 Phone:800 838 4548 Fax: 9,1714-243-4703	Ship To: MAIN RECEIVING DOCK UNIVERSITY MEDICAL CENTER 1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2329 GLN: Phone: 702-383-2307 Fax: 702-383-2609	Bill To: UNIVERSITY MEDICAL CENTER OF SN ATTN: ACCTS PAYABLE 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89102 Phone: 702-383-2417 Fax: 702-671-6586
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Vendor Code: 866421 PO Type: PO Status: Partial Customer No: 2530556	Comment: GPO AFFILIATION - HEALTHTRUST MEMBER ID# K5670 # 168332	Composed By: Patricia Turner Terms: NET 30 DAYS FOB: Delivery Date: Tax ID Number: Not Null
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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: 41620 PACK CONTROL POSITIVE							
1	MOL4160	150 KT	MOL4160	3000-991100-663100		\$400.00	\$60,000.00 \$0 \$60,000.00
Item: 41619 KIT TEST COVID-19							
2	y MOL4150	4,167 KT	MOL4150	3000-991100-660120		\$936.00	\$3,900,312.00 \$0 \$3,900,312.00

PO Sub Total:	\$3,960,312.00	Tax Total:	\$0	Purchase Order Total:	\$3,960,312.00
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Signature(s): _____

Simplexa™ COVID-19 Direct

REF MOL4150

Rev. 01

(English)

A real-time RT-PCR assay intended for the *in vitro* qualitative detection of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) viral RNA.

For Emergency Use Authorization Only
For *in vitro* diagnostic use
Rx Only



INTENDED USE

The DiaSorin Molecular Simplexa™ COVID-19 Direct real-time RT-PCR assay is intended for use on the LIAISON® MDX instrument for the *in vitro* qualitative detection of nucleic acid from severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) in nasopharyngeal swabs (NPS) from individuals suspected of COVID-19 by their healthcare provider. The Simplexa™ COVID-19 Direct assay is an aid in the diagnosis of SARS-CoV-2 infection.

Testing is limited to laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high and moderate complexity tests.

Results are for the identification of SARS-CoV-2 RNA. The SARS-CoV-2 RNA is generally detectable in nasopharyngeal swabs (NPS) during the acute phase of infection. Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. The agent detected may not be the definite cause of disease. Laboratories within the United States and its territories are required to report all positive results to the appropriate public health authorities.

Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information.

The Simplexa™ COVID-19 Direct assay is intended for use by qualified and trained clinical laboratory personnel specifically instructed and trained in the techniques of real-time PCR and *in vitro* diagnostic procedures. Simplexa™ COVID-19 Direct is only for use under the Food and Drug Administration's Emergency Use Authorization.

SUMMARY AND EXPLANATION

SARS-CoV-2 (also called COVID-19 virus) is a beta coronavirus belonging to the family of Coronaviruses, named for the crown-like spikes on their surface. There are four main sub-groupings of coronaviruses, known as alpha, beta, gamma, and delta. Common human coronaviruses are 229E (alpha coronavirus), NL63 (alpha coronavirus), OC43 (beta coronavirus) and HKU1 (beta coronavirus), and these usually cause mild to moderate upper-respiratory tract illnesses, like the common cold.^{1,2,3} Other human coronaviruses such as MERS-CoV (the beta coronavirus that causes Middle East Respiratory Syndrome, or MERS) and SARS-CoV (the beta coronavirus that causes severe acute respiratory syndrome, or SARS) have caused more severe respiratory illness with higher rates of morbidity and mortality. The SARS-CoV-2 is a novel coronavirus that causes coronavirus disease 2019, or COVID-19. SARS-CoV-2 caused an outbreak beginning in December 2019 in Wuhan City, Hubei Province, China and has spread globally, being consequently declared a pandemic by the World Health Organization (WHO).^{2,4} Patients with COVID-19 have had mild to severe respiratory illness with symptoms of fever, cough and shortness of breath, and many patients have had complications including pneumonia in both lungs.⁵

PRINCIPLES OF THE PROCEDURE

The DiaSorin Molecular Simplexa™ COVID-19 Direct assay system is a real-time RT-PCR system that enables the direct amplification of Coronavirus SARS-CoV-2 RNA from nasopharyngeal swabs (NPS). The system consists of the Simplexa™ COVID-19 Direct assay, the LIAISON® MDX (with LIAISON® MDX Studio Software), the Direct Amplification Disc and associated accessories.

In the Simplexa™ COVID-19 Direct assay, fluorescent probes are used together with corresponding forward and reverse primers to amplify SARS-CoV-2 viral RNA and internal control RNA. The assay targets two different regions of the SARS-CoV-2 genome, ORF1ab and S gene. The S gene encodes the spike glycoprotein of the SARS-CoV-2 (COVID-19 virus) and is also targeted to specifically detect the presence of SARS-CoV-2. The ORF1ab region encodes well-conserved non-structural proteins and therefore is less susceptible to recombination. An RNA internal control is used to detect RT-PCR failure and/or inhibition.

MATERIALS PROVIDED

The Simplexa™ COVID-19 Direct assay contains sufficient reagents for 24 reactions. Upon receipt, store at -10 to -30 °C (do not use a frost-free freezer). Each vial contains sufficient material for one use. Use within thirty (30) minutes of thawing.

KIT DESCRIPTION

Component Name	REF	EC SYMBOL ON LABEL	Abbreviated Name	Cap Color	Number of Vials	Reactions per Vial/Kit	Volume per Vial
Simplexa™ COVID-19 Direct Reaction Mix	MOL4151	REAG C	Co19	Brown	24	1/24	50 µL

COMPONENT DESCRIPTION

Kit Component	Contents				
Simplexa™ COVID-19 Direct Reaction Mix (RM)	DNA polymerase, Reverse transcriptase, RNase inhibitor, buffer, dNTPs, encapsulated RNA Template, fluorescent probes and corresponding forward and reverse primers specific for detection of SARS-CoV-2 viral RNA and for the Internal Control				
	Target	Probe Fluorophore (Dye)	Excitation (nm)	Emission (nm)	Targeted Gene
	S gene	FAM	495	520	S gene
	ORF1ab	JOE	520	548	ORF1ab
	Internal Control RNA (IC)	Q670	644	670	N/A
Simplexa™ COVID-19 Direct Barcode Card	Assay specific parameters and lot information.				

MATERIALS SUPPLIED SEPARATELY

- Direct Amplification Disc Kit (REF MOL1455)
 - Direct Amplification Discs for use on the LIAISON® MDX

MATERIALS REQUIRED BUT NOT SUPPLIED

- LIAISON® MDX with LIAISON® MDX Studio Software version 1.1 or higher.
- Simplexa™ COVID-19 Positive Control Pack (REF MOL4160).
- 50 µL fixed volume pipette (VWR Signature™ Fixed Volume Ergonomic High-Performance Pipettor Model VWR FE50 or equivalent).
- Sterile, nuclease-free disposable pipette tips with filters (Extra Long tips ≥ 91 mm are recommended for pipetting directly from primary collection tubes).
- Freezer (manual defrost) at -10 to -30 °C (for kit component and/or specimen frozen storage).
- Refrigerator at 2 to 8 °C (for specimens).
- Disposable, powder-free gloves.
- Vortex for mixing patient samples.
- Centrifuge for collecting contents to bottom of tubes.

RECOMMENDED MATERIALS

- Universal Transport Media (UTM, Copan) or Universal Viral Transport (UVT, BD) to be used as a No Template Control (NTC).

REAGENT HANDLING AND STORAGE

- Store reagents at -10 to -30 °C (do not use a frost-free freezer).
- Allow reagents to thaw at room temperature (approximate range 18 to 25 °C) before use.
- Do not use kits or reagents beyond their expiration dates.
- After removing Reaction Mix from freezer storage, initiate the test within thirty (30) minutes.
- Do not vortex the Reaction Mix.
- Do not refreeze the Reaction Mix.

WARNINGS AND PRECAUTIONS

- For use under an Emergency Use Authorization Only.
- For *in vitro* diagnostic use.
- For professional use only.
- Wear personal protective equipment, such as (but not limited to) gloves and lab coats when handling kit reagents and equipment. Wash hands thoroughly when finished performing the test.

5. Do not pipette by mouth.
6. Do not smoke, drink, eat, handle contact lenses or apply make-up in areas where kit reagents and/or human specimens are being used.
7. Dispose of unused kit reagents and human specimens according to local, state and federal regulations.
8. Treat all specimens and discs as capable of transmitting infectious agents.
9. Contamination of patient specimens or reagents can produce erroneous results. Use good laboratory practices and control workflow.^{6,7}
10. Only use the protocol described in this insert. Deviations from the protocol or the use of times or temperatures other than those specified may give erroneous results.
11. Assay setup should be performed at room temperature (approximate range 18 to 25 °C).
12. Use calibrated fixed volume pipettes or equivalent to transfer sample and Reaction Mix.
13. Avoid touching the under side of the foil that will be in contact with the wells and disc surface.
14. To prevent potentially erroneous results, make sure that the sample and reagent are added to the appropriate input wells.
15. Finish loading and applying adhesive foil cover to one set of Sample and Reaction wells before opening the foil of adjacent set(s) of Sample and Reaction wells.
16. Initiate the run within thirty (30) minutes of removing the Reaction Mix vial from the freezer.
17. Do not attempt to remove adhesive foil cover from wedges that have been used or attempt to re-use Sample and Reaction ports that have been used in previous runs.
18. Discs may be reused until all eight (8) wedges have been used. Dispose of used discs without detaching foil cover in biohazardous waste container.
19. After each use store Direct Amplification Disc flat with the numbered foil side up.
20. Store reagents away from light.
21. Reaction Mix contains > 1% glycerol. Upon inhalation or skin contact, first aid measures should be taken.
22. If kit packaging or contents appear to be broken or damaged do not use and contact DiaSorin Molecular. Contact information is on the last page of this document.
23. The spectral matrix must be installed in each LIAISON® MDX and should not be changed unless an updated Quick Response (QR) code for the instrument is provided by DiaSorin Molecular. The spectral matrix is unique to each LIAISON® MDX. The spectral matrix was provided with the LIAISON® MDX instrument on the cover of the LIAISON®MDX Hardware Manual. If the matrix label will not scan or cannot be found contact DiaSorin Molecular Technical Services. The contact information is on the last page of this document.
24. Not installing or changing the spectral matrix can result in false results.

INSTRUCTIONS FOR USE

A. SPECIMEN COLLECTION AND HANDLING

Acceptable specimen type includes nasopharyngeal swabs (NPS) in approximately 3 mL of Universal Transport Media (UTM, Copan), Universal Viral Transport (UVT, BD) or equivalent. Use only swabs with a synthetic tip (e.g. Dacron, nylon, or rayon) and an aluminum or plastic shaft. Do not use calcium alginate swabs, as they may contain substances that inhibit PCR testing.

B. REAL-TIME PCR INSTRUMENT SETUP

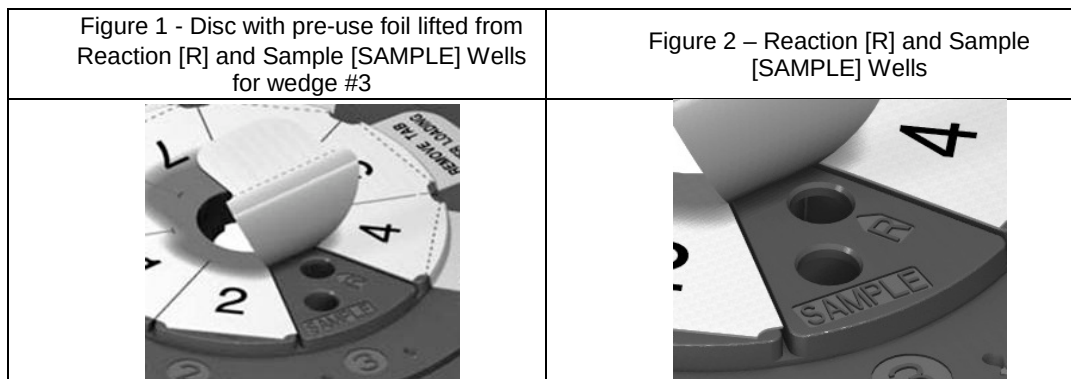
Refer to the LIAISON® MDX Operator Manual for details on how to configure the LIAISON® MDX Studio Software to add an assay definition, set up and analyze runs on the LIAISON® MDX.

C. DIRECT AMPLIFICATION DISC LOADING AND REAL-TIME PCR AMPLIFICATION

NOTE: No sample extraction is needed prior to PCR amplification step.

1. Select samples that need to be tested.
2. Thaw Reaction Mix vials at room temperature (approximate range 18 to 25 °C). Thaw one (1) Reaction Mix vial for each sample or control to be tested.
3. Scan the barcode on the Simplexa™ COVID-19 Direct Reaction Mix vial or barcode card.
4. Scan the disc barcode on the Direct Amplification Disc (DAD).
5. Scan or type in each sample identifier.
6. For one wedge at a time, peel the adhesive foil back to expose the Sample (SAMPLE) and Reaction (R) wells without completely removing the adhesive foil cover. (Figure 1 & 2) Avoid touching the under side of the foil that will be in contact with the wells and disc surface.
7. Ensure that the Reaction Mix is completely thawed. Briefly spin down the tubes as needed. (Do not vortex the Reaction Mix)
8. Use the fixed volume pipette to transfer 50 µL of the Reaction Mix into Reaction (R) well.
9. Use the fixed volume pipette to transfer 50 µL of samples or control; pipette sample or control into Sample well (SAMPLE).

10. Cover the wedge sealing the wells with the peeled adhesive foil, pressing down firmly near the edge of the wedge. If the original foil is torn do not load the wells in the wedge. Instead load another wedge.
11. Tear off the tab portion of the foil cover along the perforation.
12. Repeat steps 6 to 11 for the next sample(s).
13. Load the sealed DAD into the LIAISON® MDX and start the run.



NOTES (for informational purposes - no user action/interpretation required):

1. DiaSorin Molecular kits may contain version numbers for Assay Definitions. If the version number exists, it will be appended to the Assay Definition i.e. 'Sample IVD Assay.2'. When multiple versions exist, the software automatically uses the assay definition associated with the scanned lot number.

QUALITY CONTROL

Simplexa™ COVID-19 Positive Control Pack (MOL4160) may be used as an external control for Quality Control (QC) testing, training or proficiency testing. Each laboratory should establish its own QC ranges and frequency of QC testing based on applicable local laws, regulations and standard good laboratory practice. Refer to the Simplexa™ COVID-19 Positive Control Pack (IFUC.US.MOL4160) for instructions on running the positive control.

Expected Quality Control Results

Control Type	ORF1ab target	S gene target	RNA Internal Control (RNA IC)
Simplexa™ COVID-19 Positive Control ¹	Positive	Positive	Not applicable ²
No Template Control (NTC)	Negative	Negative	Valid

¹Typical Ct values for the Positive Control range between 22 to 32.

²Detection of the Simplexa™ RNA Internal Control (RNA IC) is not required for a valid result when SARS-CoV-2 is detected.

INTERPRETATION OF RESULTS

Upon completion of the run, the software automatically calculates and displays results.

1. For each accession ID (Sample ID) entered, the software displays a result ("Positive", "Negative", "Invalid", "EC500, EC505 or EC515") for SARS-CoV-2 RNA.

Results		Interpretation
SARS-Cov-2 Target		
ORF1ab	S gene	
Positive	Positive	Result indicates the presence of SARS-CoV-2 RNA in the patient sample.
Positive	----	Result indicates the presence of SARS-CoV-2 RNA in the patient sample.*
----	Positive	Result indicates the presence of SARS-CoV-2 RNA in the patient sample.*
Negative	Negative	Result indicates the absence of SARS-CoV-2 RNA in the patient sample.
Invalid		Result indicates inability to conclusively determine presence or absence of SARS-CoV-2 RNA in the patient sample. This result may be due to 1) Internal Control (IC) failure, or 2) failure to detect sufficient specimen volume. The sample needs to be retested. See “Invalid Results” section below.

Results	Interpretation
EC500	Data processing error due to noise, weak or late amplification in the signal. Repeat the sample. If the problem persists, contact Technical Service.
EC505	Insufficient information to determine whether amplification was present. If the problem persists, contact Technical Service.
EC515	Internal control amplification is not within specification. Result is invalid, repeat the sample. If the problem persists, contact Technical Service.

*In the case of one SARS-CoV-2 target positive/one SARS-CoV-2 target negative, result is suggestive of: 1) a sample at concentrations near or below the limit of detection of the test, 2) a mutation in one of the target regions, or 3) other factors.

- Print the report as needed.
- Export the results as needed.

INVALID RESULTS

In case of an “Invalid” result, re-test the sample with a new Reaction Mix vial from the same kit or a new kit. If the problem is unresolved, contact the DiaSorin Molecular Technical Services department. Contact information can be found on the last page of this document

LIMITATIONS

- For Emergency Use Authorization Only use only.
- For *in vitro* diagnostic use.
- For professional use only.
- False-negative results may occur if the viruses are present at a level that is below the analytical sensitivity of the assay or if the virus has genomic mutations, insertions, deletions, or rearrangements or if performed very early in the course of illness.
- As with other tests, false-positive results may occur. Repeat testing or testing with a different device may be indicated in some settings.
- This test is a qualitative test and does not provide the quantitative value of detected organisms present.
- Information on the kit barcode can only be transferred into the LIAISON MDX® Studio Software Studio through a bar-code scanner. If the scanner is not working, or if you are unable to transfer the information for any reason, contact DiaSorin Molecular Technical Services.

CONDITIONS OF AUTHORIZATION FOR THE LABORATORY

The Simplexa™ COVID-19 Direct Letter of Authorization, along with the authorized Fact Sheet for Healthcare Providers, the authorized Fact Sheet for Patients, and authorized labeling are available on the FDA website:
<https://www.fda.gov/MedicalDevices/Safety/EmergencySituations/ucm161496.htm>.

However, to assist clinical laboratories using the Simplexa™ COVID-19, the relevant Conditions of Authorization are listed below:

- Authorized laboratories¹ using Simplexa™ COVID-19 will include with result reports of Simplexa™ COVID-19, all authorized Fact Sheets. Under exigent circumstances, other appropriate methods for disseminating these Fact Sheets may be used, which may include mass media.
- Authorized laboratories using Simplexa™ COVID-19 will use Simplexa™ COVID-19 as outlined in the Instructions for Use. Deviations from the authorized procedures, including the authorized instruments, authorized extraction methods, authorized clinical specimen types, authorized control materials, authorized other ancillary reagents and authorized materials required to use Simplexa™ COVID-19 are not permitted.
- Authorized laboratories that receive Simplexa™ COVID-19 will notify the relevant public health authorities of their intent to run Simplexa™ COVID-19 prior to initiating testing.
- Authorized laboratories using Simplexa™ COVID-19 will have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate.
- Authorized laboratories will collect information on the performance of Simplexa™ COVID-19 and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and DiaSorin Molecular (via phone: (800) 838-4548) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of Simplexa™ COVID-19 of which they become aware.
- All laboratory personnel using Simplexa™ COVID-19 must be appropriately trained in RT-PCR techniques and use appropriate laboratory and personal protective equipment when handling this kit, and use Simplexa™ COVID-19 in accordance with the authorized labeling.

¹ The letter of authorization refers to, “United States (U. S.) laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high and moderate complexity tests” as “authorized laboratories.”

PERFORMANCE CHARACTERISTICS

CLINICAL EVALUATION

The clinical performance of the Simplexa™ COVID-19 Direct assays was established in multi-site clinical evaluation. Fresh clinical NPS specimens were tested with the Simplexa COVID-19 Direct assay at three (3) different clinical sites from February 2020 to March 2020. For each of the sites, an established comparator was used. Sites 1 and 3 used the same comparator while Site 2 used a different comparator.

			Comparator		Agreement* N/N (%)
			Positive (+)	Negative (-)	
Site 1	Simplexa™ COVID-19 Direct	Positive (+)	1	0	PPA: 1/1 (100%)
		Negative (-)	0	20	NPA: 20/20 (100%)
		Site Total	1	20	
Site 2		Positive (+)	11	0	PPA: 11/11 (100%)
		Negative (-)	0	0	NPA: 0/0 (100%)
		Site Total	11	0	
Site 3		Positive (+)	40	0	PPA: 40/40 (100%)
		Negative (-)	0	36	NPA: 36/36 (100%)
		Site Total	40	36	

*NPA = Negative Percent Agreement, PPA = Positive Percent Agreement

ANALYTICAL SENSITIVITY/LIMIT OF DETECTION

The Limit of Detection (LoD) was determined to be the lowest detectable concentration of quantitated extracted viral genomic RNA (copies/mL) at which ≥ 95% of all replicates test positive. Initially, the tentative LoD was identified with serial dilutions of the characterized SARS-CoV-2 viral genomic RNA tested in five (5) replicates during design and development. The lowest concentration at which all replicates were positive was interpreted as the tentative LoD. The LoD was then confirmed by testing forty eight (48) replicates with concentrations at the tentative limit of detection. The final LoD was confirmed to be the lowest concentration resulting in positive detection with a minimum 95% positivity.

The final LoD, according to the assay results interpretation, is 500 copies/ml.

Analytical Sensitivity/Limit of Detection

COVID-19 genomic RNA Copies / mL	Interpretation	S gene (FAM)		ORF1ab (JOE)	
		% Detection (# Detected / # Tested)	Mean Ct ± SD (%CV)	% Detection (# Detected / # Tested)	Mean Ct ± SD (%CV)
2000	100% (48/48) Positive	100% (48/48)	31.0 ± 0.64 (2.1%)	100% (48/48)	31.3 ± 0.74 (2.4%)
1000	100% (48/48) Positive	95.8% (46/48)	32.4 ± 1.01 (3.1%)	93.8% (45/48)	32.7 ± 1.08 (3.3%)
500	100% (48/48) Positive	95.8% (46/48)	33.4 ± 1.31 (3.9%)	70.8% (34/48)	33.9 ± 0.98 (2.9%)

REACTIVITY/INCLUSIVITY

An *in silico* inclusivity analysis of the Simplexa™ COVID-19 Direct primers and probes was performed. All primer sets designed for detection of the ORF1ab and S gene were tested against the complete available SARS-CoV-2 genome sequence. The analysis demonstrated that the regions recognized by the designed primers and probes have 100% homology with all available SARS-CoV2 sequences from the National Center for Biotechnology Information (NCBI) and Global Initiative on Sharing Avian Influenza Data (GISAID) databases/databanks.

Database	Identity to ORF1ab		Identity to S gene	
	Primers (%)	Probe (%)	Primers (%)	Probe (%)
NCBI	52/52 (100%)	52/52 (100%)	53/53 (100%)	53/53 (100%)
GISAID	352/352 (100%)	350/352 (99%)*	364/364 (100%)	364/364 (100%)

CROSS REACTIVITY

Cross-reactivity of the Simplexa™ COVID-19 Direct assay was evaluated using both *in silico* analysis and by testing whole organisms or purified nucleic acid from other organisms. Test specimens for laboratory testing were prepared by spiking cultured isolates/inactivated organisms/purified nucleic acids (whole genome) (i.e., a minimum of 10⁶ CFU/mL or higher for bacteria and 10⁵ TCID₅₀ /mL or PFU/mL or higher for viruses) into negative matrix (UTM) and determining cross reactivity based on three replicates. RNasin® was added to UTM for specimens containing extracted RNA. The results from the cross-reactivity, both *in silico* and wet testing, are summarized below.

In silico Cross Reactivity Analysis

Microorganism	<i>In silico</i> Analysis for % Identity target: ORF1ab	<i>In silico</i> Analysis for % Identity target: S gene
Human coronavirus 229E	No alignment found	No alignment found
Human coronavirus OC43	No alignment found	No alignment found
Human coronavirus HKU1	No alignment found	No alignment found
Human coronavirus NL63	No alignment found	No alignment found
SARS-coronavirus*	90%	80%
MERS-coronavirus	No alignment found	No alignment found
Adenovirus C	No alignment found	No alignment found
Human Metapneumovirus (hMPV)	No alignment found	No alignment found
Parainfluenza virus 1	No alignment found	No alignment found
Parainfluenza virus 2	No alignment found	No alignment found
Parainfluenza virus 3	No alignment found	No alignment found

Microorganism	<i>In silico</i> Analysis for % Identity target: ORF1ab	<i>In silico</i> Analysis for % Identity target: S gene
Parainfluenza virus 4	No alignment found	No alignment found
Influenza A	No alignment found	No alignment found
Influenza B	No alignment found	No alignment found
Enterovirus (e.g. EV68)	No alignment found	No alignment found
Respiratory Syncytial Virus	No alignment found	No alignment found
Rhinovirus	No alignment found	No alignment found
<i>Chlamydia pneumonia</i>	No alignment found	No alignment found
<i>Haemophilus influenzae</i>	No alignment found	No alignment found
<i>Mycobacterium tuberculosis</i>	No alignment found	No alignment found
<i>Streptococcus pneumonia</i>	No alignment found	No alignment found
<i>Streptococcus pyogenes</i>	No alignment found	No alignment found
<i>Bordetella pertussis</i>	No alignment found	No alignment found
<i>Mycoplasma pneumoniae</i>	No alignment found	No alignment found
<i>Pneumocystis jirovecii</i> (PJP)	No alignment found	No alignment found
Influenza C	No alignment found	No alignment found
Parechovirus	No alignment found	No alignment found
<i>Candida albicans</i>	No alignment found	No alignment found
<i>Corynebacterium diphtheriae</i>	No alignment found	No alignment found
<i>Legionella pneumophila</i>	No alignment found	No alignment found
<i>Legionella non-pneumophila</i>	No alignment found	No alignment found
<i>Bacillus anthracis</i> (Anthrax)	No alignment found	No alignment found
<i>Moraxella catarrhalis</i>	No alignment found	No alignment found
<i>Neisseria elongate</i>	No alignment found	No alignment found
<i>Neisseria meningitidis</i>	No alignment found	No alignment found
<i>Pseudomonas aeruginosa</i>	No alignment found	No alignment found
<i>Staphylococcus epidermis</i>	No alignment found	No alignment found
<i>Streptococcus salivarius</i>	No alignment found	No alignment found
<i>Leptospirosis</i>	No alignment found	No alignment found
<i>Chlamydia psittaci</i>	No alignment found	No alignment found
<i>Coxiella burnetii</i> (Q-Fever)	No alignment found	No alignment found

* The percent (%) homology indicated in this table is for the target gene. Considering the 55% or less homology between primers and ORF1ab and S gene in SARS Coronavirus, amplification is not possible.

Laboratory Tested Cross Reactivity Analysis

Organism	Qualitative Results: % Detection (# Detected/#Tested)		
	S gene (FAM)	ORF1ab (JOE)	IC (Q670)
Adenovirus 1	0% (0/3)	0% (0/3)	100% (3/3)
<i>Bordetella pertussis</i>	0% (0/3)	0% (0/3)	100% (3/3)
<i>Chlamydomphila pneumoniae</i>	0% (0/3)	0% (0/3)	100% (3/3)
Coronavirus 229E	0% (0/3)	0% (0/3)	100% (3/3)
Coronavirus HKU1*	N/A	N/A	N/A
Coronavirus NL63	0% (0/3)	0% (0/3)	100% (3/3)
Coronavirus OC43	0% (0/3)	0% (0/3)	100% (3/3)
Enterovirus 68	0% (0/3)	0% (0/3)	100% (3/3)
<i>Haemophilus influenzae</i>	0% (0/3)	0% (0/3)	100% (3/3)
Human metapneumovirus (hMPV-9)	0% (0/3)	0% (0/3)	100% (3/3)
Human leukocytes (human genomic DNA)	0% (0/3)	0% (0/3)	100% (3/3)
Influenza A H3N2 Hong Kong/8/68	0% (0/3)	0% (0/3)	100% (3/3)
Influenza B/Phuket/3073/2013	0% (0/3)	0% (0/3)	100% (3/3)
<i>Legionella pneumophila</i>	0% (0/3)	0% (0/3)	100% (3/3)
MERS-Coronavirus (Extracted RNA)	0% (0/3)	0% (0/3)	100% (3/3)
<i>Mycobacterium tuberculosis</i> (genomic DNA)	0% (0/3)	0% (0/3)	100% (3/3)
<i>Mycoplasma pneumoniae</i>	0% (0/3)	0% (0/3)	100% (3/3)
Parainfluenza Type 1	0% (0/3)	0% (0/3)	100% (3/3)
Parainfluenza Type 2	0% (0/3)	0% (0/3)	100% (3/3)
Parainfluenza Type 3	0% (0/3)	0% (0/3)	100% (3/3)
Parainfluenza Type 4A	0% (0/3)	0% (0/3)	100% (3/3)
Pooled Human Nasal Fluid	0% (0/3)	0% (0/3)	100% (3/3)
Rhinovirus B14	0% (0/3)	0% (0/3)	100% (3/3)
RSV A Long	0% (0/3)	0% (0/3)	100% (3/3)
RSV B Washington	0% (0/3)	0% (0/3)	100% (3/3)
SARS-Coronavirus (Purified RNA)	0% (0/3)	0% (0/3)	100% (3/3)
SARS-Coronavirus HKU39849 (Extracted RNA)	0% (0/3)	0% (0/3)	100% (3/3)
<i>Streptococcus pneumoniae</i>	0% (0/3)	0% (0/3)	100% (3/3)
<i>Streptococcus pyogenes</i>	0% (0/3)	0% (0/3)	100% (3/3)

* Coronavirus HKU1 was not available for testing; however, this organism was evaluated *in silico*. No alignments with Simplexa™ COVID-19 Direct primers and probes were found

POTENTIAL INTERFERING SUBSTANCES

Potential interfering substances from respiratory specimens were tested for ability to generate false negative results using samples containing the extracted viral RNA at 3x LoD in nuclease free water. Testing was performed with 3 replicates per substance.

Potential Interfering Substance	Active Ingredient	Tested Concentration	COVID-19 Qualitative % Detection (# Detected / #Tested)	IC Qualitative % Detection (# Detected / #Tested)
Systemic antibacterial	Tobramycin	4 µg/mL	100% (3/3)	100% (3/3)
Antibiotic nasal ointment	Mupirocin	6.6 mg/mL	100% (3/3)	100% (3/3)
Nasal corticosteroids	Fluticasone	5% (v/v)	100% (3/3)	100% (3/3)

Nasal gel	Luffa Opperculata, Galphimia glauca, histaminum hydrochloricum	5% (w/v)	100% (3/3)	100% (3/3)
Homeopathic allergy relief medicine	Not Applicable	10% (v/v)	100% (3/3)	100% (3/3)
Nasal spray or drops	Oxymetazoline	15% (v/v)	100% (3/3)	100% (3/3)
Cold Eeze (Throat lozenges, Oral anesthetic and analgesic)	Not Applicable	2.5% (w/v)	100% (3/3)	100% (3/3)
Anti-viral drug	Oseltamivir	3.3 mg/mL	100% (3/3)	100% (3/3)
Mucin	Bovine submaxillary gland, type I-S	60 µg/mL	100% (3/3)	100% (3/3)
Whole Blood	Not Applicable	2%(v/v)	100% (3/3)	100% (3/3)

REFERENCES

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4. Cheng, Z.J., Shan, J. 2019 Novel coronavirus: where we are and what we know. Infection (2020). <https://doi.org/10.1007/s15010-020-01401-y>
5. Centers for Disease Control and Prevention. Coronavirus Disease 2019 (COVID-19). <https://www.cdc.gov/coronavirus/2019-ncov/about/index.html>
6. US Department of Health and Human Services PHS/CDC/NIH. Biosafety in microbiology and biomedical laboratories, Washington DC: US Government Printing Office, 2007.
7. MM3-A2 Molecular diagnostic methods for infectious disease; approved guideline, 2nd ed. Wayne, PA: Clinical Laboratory Standards Institute, 2006.

GLOSSARY

	Caution, consult accompanying documents.*		Telephone
	Consult instructions for use*		Fax
Rx Only	Prescription only*	IVD	<i>In vitro</i> diagnostic medical device*
	Contains sufficient for <n> tests*	REF	Catalog number*
	Temperature limitation*	REV	Revision
	Manufacturer*	LOT	Batch code*
	Use by*	REAG C	Direct Reaction Mix
	Do not reuse*	CONT	Kit contents
	Keep away from sunlight*		

*ISO 15223-1

The symbols glossary is provided electronically at www.DiaSorin.com

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ORDERING INFORMATION (U.S.A. only)

Telephone: (800) 838-4548
Fax: (714) 243-4703

TECHNICAL ASSISTANCE (U.S.A. only)

Telephone: (800) 838-4548
Fax: (562) 240-6526

Visit our website at www.DiaSorin.com

IFUK.US.MOL4150

Rev.01

Date written: 17 March 2020



DiaSorin Molecular LLC
11331 Valley View Street
Cypress, California 90630
U.S.A.



The Diagnostic Specialist

DiaSorin Molecular LLC
11331 Valley View Street
Cypress, CA 90630

May 13, 2016

Dear Customer:

We are pleased to announce that Focus Diagnostics' molecular and immunoassay products business is now a division of DiaSorin (www.diasorin.com). The combination of DiaSorin and Focus products – including our Simplexa™ molecular offering, as well as HerpeSelect® and DxSelect™ products – creates a strong portfolio, especially in the area of infectious disease.

Our new name is **DiaSorin Molecular LLC**. For the most part it is business as usual with most existing points of contact between our two organizations remaining unchanged.

There are a few updates as follows:

Customer Service:

- All purchase orders will continue to be accepted via the following methods:
 - Email: Please note our new email address: CS.molecular@diasorin.com
 - Fax: 714-243-4703 (unchanged)
 - Phone: 800-838-4548 or 562-240-6500 (unchanged)
- All prior orders placed under a purchase order issued to Focus Diagnostics will remain valid until the open requirements are transacted
- New purchase orders and existing standing orders should be issued or modified to reflect DiaSorin Molecular LLC as the vendor
- DiaSorin has assumed all rights and obligations under the current Focus Diagnostics' contracts, which will remain in effect in accordance with the terms and conditions of each contract
- Effective May 16th all shipping documents will reflect the DiaSorin name and branding

Technical Service:

- For technical questions and product information:
 - Email: Please note our new email address: TS.molecular@diasorin.com
 - Fax: 562-240-6526 (unchanged)
 - Phone: 800-838-4548 option 3 or 562-240-6500 and ask for Technical Service (both unchanged)



The Diagnostic Specialist

DiaSorin Molecular LLC

11331 Valley View Street

Cypress, CA 90630

Quality:

- Current packaging and labeling will remain under the Focus Diagnostics name until all applicable regulatory notifications have been made; At such time we will transition to DiaSorin Molecular LLC name and branding
- Our Quality Management System will remain certified to CAN/CSA ISO 13485:2003, or current revision

We will continue to manufacture products from the company's base facility in Cypress, CA. We are committed to delivering the same high quality of products and service that our customers expect from us.

We greatly appreciate your support of DiaSorin Molecular LLC and trust that our relationship will continue successfully in the future. If you have any questions, please do not hesitate to contact your Sales Representative or Customer Service.

Regards,

A handwritten signature in black ink, appearing to read "Kay L. Myrdal".

Kay L. Myrdal
Executive Vice President and General Manager
DiaSorin Molecular LLC

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

Issue: Purchase of testing equipment and supplies for COVID-19	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 06
Recommendation: That the Governing Board 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. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5430.011 5420.000 Fund Center: 3000991100 3000718100 Description: COVID-19 Testing Equipment Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530 Term: One (1) year service Amount: Not to Exceed \$4,709,405.78 Out Clause: Service Agreement 30 days w/o cause	Fund Name: Clark County Capital Equipment Transfer Fund UMC Operating Fund Funded Pgm/Grant: N/A
--	--

BACKGROUND:

This request is for ratification of the equipment and supplies purchase from Fisher HealthCare for use in the laboratory for COVID-19 testing. This purchase of equipment and related one-year equipment service agreement totaled \$4,709,405.78. The order needed to be place immediately so as to secure equipment within a reasonable time frame.

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

UMC's Executive Director of Laboratory Services has reviewed and recommended ratification of this agreements. The agreements were approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for ratification by the Governing Board. Page 50 of 224

Respectfully submitted,

Cleared for Agenda
April 29, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0099-5345-49	04/08/2020		1 of 3
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
06/07/2020		EBERHART, WELDON	
Customer Reference		Sales Representative	
UMCSN040820 FLAMABLE CABINET		WELDON EBERHART	
To place an order	Ph: 800-840-0840	Fx: 800-290-0290	
Submitted To:		Customer Account: 628282-001	
SCOTT KEIGLEY WELDON.EBERHART@THERMOFISHER.COM 702-383-2581		UNIVERSITY MED CTR. OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2386	



FISHER HEALTHCARE
11450 COMPAQ CNTR DR WEST
SUITE #570
HOUSTON TX 77070-1446

[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](#)

~~For complete Terms and Conditions, please click here.~~

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	19 120 2340	90 GAL CAB SC W/PDL HNDL Safety Can Storage; 2 Adjustable Shelves; Two Self-Close Doors with Sure-Grip Handles; FM approved; Meets NFPA, OSHA, and Uniform Fire Code requirements; 34 x 43 x 65 in.; 90 gal.(341L) Vendor Catalog # 899020 This item is being sold as 1 per each		
2	18	CS	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 4 each per case		
3	5	EA	AM12500	15 ML CONICAL TUBES (RACKED) Tubes; PCR; Invitrogen; Invitrogen; Conical; 15mL; Racked; 500 tubes Vendor Catalog # AM12500 Shelf Life 3Y This item is being sold as 1 per each		
4	63	EA	AM12501	60 ML CONICAL TUBES (RACKED) Conical Tubes (50mL) (rackd) 200 Tubes Room Temperature Vendor Catalog # AM12501 Shelf Life 3Y This item is being sold as 1 per each		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5345-49	UMCSN040820 FLAMABLE CABINET	2 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
5	41	EA	50 591 363	NS RNASE-FREE TUBES 1.5 ML 250  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		
6	32	CS	07 200 129	RESERVOIR 100ML BULK 200/CS  Reservoir; Reagent; Corning; Costar; 100mL; Modified Polystyrene; White; Sterile; Disposable; For Multichannel Pipettors; Bulk Packaged Vendor Catalog # 4872 This item is being sold as 200 each per case		
7	53	CS	13 678 000	PIPETTE,100ML,PPW,PS,S,IND,10 Pipets, serological; Fisherbrand; Sterile; Polystyrene; Disposable; Magnifier stripe; All plastic; 100mL; &plusmn;2% Vendor Catalog # 431052 Shelf Life 3Y This item is being sold as 100 each per case		
8	10	EA	50 650 329	COOLCUBE BENCHTOP COOLER  The CoolCube provides convenient storage of heat sensitive samples on a lab bench and maintains temperature at 0? C for up to four hours. Constructed of a high strength polymer that has excellent chemical resistance and filled with a gel refrigerant. Simply place the rack in a -20? C freezer overnight and it is ready to use. Samples remain cool without the use of messy wet ice. One side holds 36 x 1.5-2.0 ml micro-tubes. Opposite side accommodates 12 x 1.5-2.0 ml micro-tubes and one PCR plate. Vendor Catalog # 260105 This item is being sold as 1 per each		
9	4	PK	03 448 15	FOUR-WAY MCRTUB RCKS YL 5/PK  Rack, Microcentrifuge; Fisherbrand; Interlocking; Four-way; Polypropylene; Accommodate tubes from 0.5 to 50mL; Autoclavable; 174 x 95 x 52mm; Color: Fluorescent yellow Vendor Catalog # HS29022E This item is being sold as 5 each per pack		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5345-49	UMCSN040820 FLAMABLE CABINET	3 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
10	3	CS	S47299	KIMWIPES DELICATES TASK WIPERS Wiper, Delicate task; Kimberly Clark; Kimwipes; Non-irritating; Hi-count, low-linting tissues; Absorb upto 15 times their weight; Pop-up dispensing carton; White; 4 x 8 in. (11 x 22cm); 280/Pk. Vendor Catalog # 34155/EMD This item is being sold as 16800 each per case		



MERCHANDISE TOTAL	50,405.55
Hazardous Material Charge	21.50
TOTAL	50,427.05

Shipping and handling fees are calculated at the time of shipment

NOTES:

AM12500- 500 TUBES PER CASE AM12501- 50 ML CONICAL TUBE 200/CASE 50 591 363 250/EA

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
0099-5330-20	04/08/2020		1 of 8
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
06/07/2020		EBERHART, WELDON	
Customer Reference		Sales Representative	
UMCSN040720 KF/DX/ SUPPLIES		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 ATTN: SCOTT KEIGLEY	



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

WKE
~~For complete Terms and Conditions, please click here.~~

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	5	EA	14 488 039N	F1 CLIPTIP GLP KIT 1 F1-ClipTip GLP Pipette Kits, kit 1 1 to 1000uL Vendor Catalog # 4701140N This item is being sold as 1 per each Original Catalog Number 4701140N		
2	5	EA	14 3879 66BT	E1CLIPTIP EQ 8-H 2-125UL BT1EA E1-ClipTip Electronic Adjustable Tip Spacing Multichannel Equalizer Pipettes - PROMO Yellow 2 to 125uL Vendor Catalog # 4672050BT Hazardous Material This item is being sold as 1 per each Original Catalog Number 4672050BT		
3	5	EA	14 3879 61BT	E1CLIPTIP 12-CH 30-850UL BT1EA E1-ClipTip Multichannel Pipettes - PROMO 96 format Blue 30 to 850uL Vendor Catalog # 4671090BT Hazardous Material This item is being sold as 1 per each Original Catalog Number 4671090BT		
4	5	EA	14 3879 57BT	E1CLIPTIP 8-CH 15-1250 UL BT 1 E1-ClipTip Multichannel Pipettes, 8-channel, 15 to 1250uL 96 format Turquoise 15 to 1250uL Vendor Catalog # 4671100BT Hazardous Material This item is being sold as 1 per each		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	2 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
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Original Catalog Number 4671100BT

5	260	PK	14 488 005	CLIPTIP 1000 RK STER PK768		
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ClipTip Pipette Tips, 1000, filter, sterile Blue, Use With: Thermo Scientific F1-ClipTip manual pipette 1000uL Rack, 8 x 96 Sterile
Vendor Catalog # 94420713
This item is being sold as 8 each per pack
Original Catalog Number 94420713

6	260	PK	14 387 983	CLIPTIP 1250 FILTER 768PK		
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ClipTip Pipette Tips, 1250, filter, sterile Turquoise, Use With: E1-ClipTip electronic pipette 1250uL Rack, 8 x 96 Sterile
Vendor Catalog # 94420813
This item is being sold as 768 each per pack
Original Catalog Number 94420813

7	210	PK	04 100 510	CLIPTIP 12.5EXT FILTER,ST960PK		
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Vendor Catalog # 94420063
This item is being sold as 960 each per pack
Original Catalog Number 94420063

8	210	PK	14 488 003	CLIPTIP 200 RK STER PK960		
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ClipTip Pipette Tips, 200, filter, sterile Yellow, Use With: Thermo Scientific F1-ClipTip manual pipette 200uL 10 x 96/Rack Sterile
Vendor Catalog # 94420313
This item is being sold as 10 each per pack
Original Catalog Number 94420313

9	5	EA	75 772 436	PROMO LEGEND MICRO 21		
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Microcentrifuge; Thermo Scientific; Sorvall Legend Micro 21;
Ventilated; Max speed: 14,800rpm; Max. force: 21,100xG; 99 minute timer; With 24x1.5/2.0mL rotor w/ClickSeal bio lid at price of equivalent Micro 17; 120V/60Hz
Vendor Catalog # 75772436
This item is being sold as 1 per each
Medical Device

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	3 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
10	5	EA	11 676 684	DIGITAL VOTEX MIXER Vendor Catalog # 88882009 This item is being sold as 1 per each Original Catalog Number 88882009 		
11	2	EA	75 004 241	SORVALL ST16 120V Centrifuge, Benchtop; ST 16; Capacity 4 x 400mL; Max. Speed/RCF 15,200rpm/25,830 x g; Ventilated; 120V 60Hz Vendor Catalog # 75004241 This item is being sold as 1 per each GPO Contract: 4516 Exp: 07/31/2021 Contract Name: FISHER HC EQUIP Medical Device ===== Extended warranty available for purchase below: PMCEN10 PREVENTATIVE MAINT CENTRIFUGE \$1 13 100 735 EXT WRTY + PM CENTRIFUGE 13 100 731 EXTENDED WARRANTY CENTRIFUGE =====		
12	2	EA	75 003 300	H-FLEX 1 ROTOR CROSS, EACH Vendor Catalog # 75003300 This item is being sold as 1 per each 		
13	2	PR	75 003 301	H-FLEX 1 ROTOR BUCKETS SET/2 Vendor Catalog # 75003301 This item is being sold as 1 per pairs 		
14	2	PR	75 003 302	H-FLEX 1 RTR BIOCON LIDS SET/2 Vendor Catalog # 75003302 This item is being sold as 1 per pairs 		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	4 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
15	1	PR	75 003 307	H-FLEX 1 MCRPLATE ADPTR SET/2 Vendor Catalog # 75003307 This item is being sold as 1 per pairs		
						
16	205	PK	22 387 031	DEEPWELL 96 PLATE PS V 50/PK Automated purification system; Consumable; Microtiter Deepwell 96 plate, V-bottom, For Use With: KingFisher Flex w/ 96 PCR head Vendor Catalog # 95040450 This item is being sold as 50 each per pack Original Catalog Number 95040450		
17	43	PK	NC1797990	KINGFISHER 96 KF PLATE 48/PK Vendor Catalog # 97002540 Hazardous Material Original Catalog Number 97002540		
						
18	21	CS	NC1797104	96 TIP COMB F/DW MAGNTS 100/CS Vendor Catalog # 97002534 Hazardous Material Original Catalog Number 97002534		
						
19	196	EA	A42359	MAGMAX VRL/PATHGN BINDING SOLN Vendor Catalog # A42359 Hazardous Material This item is being sold as 1 per each		
20	196	EA	A42360	MAGMAX VIRAL/PATHOGN WASH SOLN Vendor Catalog # A42360 Hazardous Material This item is being sold as 1 per each		
21	196	EA	A42362	MAGMAX DNA/RNA BINDING BEADS 1 Vendor Catalog # A42362 Hazardous Material This item is being sold as 1 per each		
22	196	EA	A42363	MAGMAX PROTEINASE K 1000RXNS Vendor Catalog # A42363		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	5 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				Hazardous Material This item is being sold as 1 per each		
23	196	EA	A42364	MAGMAX ELUTION BUFFER 1000RXNS Vendor Catalog # A42364 Hazardous Material This item is being sold as 1 per each		
24	196	EA	A47814	TAQPATH COVID-19-1000RXN EUA Vendor Catalog # A47814 Hazardous Material This item is being sold as 1 per each		
25	60	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		
26	135	EA	NC1793258	TAQPATH 1-STEP MASTER MIX 10ML Vendor Catalog # A28523 Hazardous Material Original Catalog Number A28523		
27	103	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		
28	1	EA	43 331 83	FG ADHESIVE SEAL APPLICATOR Applicator, Film; Applied Biosystems; MicroAmp; For adhesive film application on microplates; 5 applicators Vendor Catalog # 4333183 Shelf Life 5Y This item is being sold as 1 per each		

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	6 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
29	41	EA	50 591 363	NS RNASE-FREE TUBES 1.5 ML 250 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		
30	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		
31	21	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		
32	5	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		
33	5	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		
34	5	EA	13 261 222	1300 A2 SS 4FT PKG 120V Cabinet, Biological safety; Thermo Scientific; 1300 Series A2; Sash opening, 10 in.; HEPA filter, 99.995% at 0.3u; With adjustable-height stand, UV lamp; width 48 in.; Exhaust volume, 328 to 361cfm; SS package; 120V 50/60Hz Vendor Catalog # 1375 This item is being sold as 1 per each		



Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	7 of 8

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
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GPO Contract: 4516 Exp: 07/31/2021
Contract Name: FISHER HC EQUIP

=====

| Extended warranty available for purchase below:

| 13 762 381 EXT WARRANTY + PM BSC

| 13 762 380 EXTENDED WARRANTY BSC

=====



35	2	EA	22 387 051	MULTIDROP COMBI DISPENSER		
				Dispenser; Automated; Reagent dispenser; Microplate; Multidrop Combi; Fast; High throughput; 0.5-2500uL volume range; 6-1536 plates; Automatic plate height adjustment;; Autoclavable dispensing cassette; 100-240V; 50/60Hz; FILLit Software		
				Vendor Catalog # 5840300		
				This item is being sold as 1 per each		
				Original Catalog Number 5840300		
36	15	EA	50 950 373	STNDRD TUBE DISP CASSETTE 5PK		
				Standard tube dispensing cassette 5-pack		
				Vendor Catalog # 24072671		
				This item is being sold as 1 per each		
37	15	PK	50 950 374	STD 10-PACK		
				Standard tube dispensing cassette 10-pack		
				Vendor Catalog # 24072672		
				Hazardous Material		
				This item is being sold as 10 each per pack		

MERCHANDISE TOTAL

4,623,835.05

Shipping and handling fees are calculated at the time of shipment

NOTES:

TESTING FOR 196,000 RXN. BIOSAFETY CABINETS ARE REBATE BELOW FISHER COST ON HPG. 14 488 039N KIT INCLUDES THE 3 F1 PIPETTES SORVALL 16 CENTRIFUGES ARE REBATED ON THE HPG CONTRT

Returns are subject to manufacturer terms and conditions.

Page 60 of 224

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Sales Quotation



Quote Nbr	Customer Reference	Page
0099-5330-20	UMCSN040720 KF/DX/ SUPPLIES	8 of 8

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>

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 to Life Technologies Corporation, a large corporation						
☐ 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: 23 as of 04/13/2020. Life Technologies Corporation does not maintain an official place of business within the geographic boundaries of Clark County, Nevada, but does from time to time hire employees for remote positions and such employees may be located within the geographic boundaries of Clark County, Nevada.						
Corporate/Business Entity Name:		Life Technologies Corporation				
(Include d.b.a., if applicable)		N/A				
Street Address:		5781 Van Allen Way		Website: www.thermofisher.com		
City, State and Zip Code:		Carlsbad, CA 92008		POC Name: For Instrument Services:		
				Email: Service.Sales@LifeTech.com		
Telephone No:		1-800-955-6288		Fax No: For Instrument Services: 1-925-426-2015		
Nevada Local Street Address: (If different from above)		No local street address for a place of business, but note that Life Technologies Corporation does have a commercial registered agent in the State of Nevada, such address being on file with the Nevada Secretary of State.				
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)

No individual person holds more than five percent (5%) ownership in Life Technologies Corporation

Please see the attached list of Corporate Officers and Directors of Life Technologies Corporation

Extensive company information is readily available on thermofisher.com.

<http://ir.thermofisher.com/investors/financial-information/financial-results/default.aspx>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☐ No

Life Technologies Corporation is an indirect, wholly owned subsidiary of Thermo Fisher Scientific, Inc., a publicly-held corporation (NYSE:TMO)

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.

Life Technologies Corporation

By:

Signature

Marlene Wilkie, Contracts Specialist

Print Name

Contracts Specialist

Title

April 13, 2020

Date

Corporate/Business Entity Name: Life Technologies Corporation
Address: 5781 Van Allen Way
Carlsbad, CA 92008

Ref: Life Technologies Corporation Service Agreement Quotation 40555572

April 13, 2020

**ATTACHMENT
TO
DISCLOSURE OF OWNERSHIP / PRINCIPALS**

Name	Title
Sharon S. Briansky	Director
Anthony H. Smith	Treasurer
Genoffir MacLeod	Assistant Secretary
James E. Bruni	Assistant Secretary
Maura A. Spellman	Assistant Treasurer
Michael K. Michaud	Assistant Secretary
Sharon S. Briansky	President
Sharon S. Briansky	Secretary
Mark P. Stevenson	Executive Vice President

– END –

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
Not Applicable			

* 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

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 publicly 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

- 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.)
- 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



Dao Mercer

Signature

Print Name

Director, Finance

04/15/2020

Title

Date

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,2
Fax: 1-925-426-2051
Email: Service.Sales@LifeTech.com

TO Ron Knoblock
Univ Med Ctr
1800 W Charleston Blvd
LAS VEGAS NV 89102

QUOTE NO. 40555572
ORIGINAL QUOTATION DATE 04/08/2020
REVISION DATE 04/08/2020
EFFECTIVE 04/10/2020 TO 04/09/2021
PAGE 1 OF 4

QUOTE VALID TO 05/08/2020

TELEPHONE: 702-765-7926
FAX:
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	7500FAST DX Service Begin Date: 04/10/2020 End Date: 04/09/2021	(275030157)	AB Assurance,2OQ,1PM	\$ 
0020	1	7500FAST DX Service Begin Date: 04/10/2020 End Date: 04/09/2021	(275030661)	AB Assurance,2OQ,1PM	\$ 
Total net price:					\$ 34,120.08

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

Page 67 of 224

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title

To the extent allowed under applicable law, Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party. Information is confidential between Life Technologies Corporation and University Medical Center subject to the Public Records Act (NRS Chapter 239).

Life Technologies Corporation

By:  Mariene Wilkie, Contracts Specialist

Date: April 9, 2020

Total Pages: 6 CVD

JANICE GABLE LEA

Service Sales Representative

Tamás

04/08/2020

Prepared by

Date

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,2
Fax: 1-925-426-2051
Email: Service.Sales@LifeTech.com

QUOTE NO. 40555572
ORIGINAL QUOTATION DATE 04/08/2020
REVISION DATE 04/08/2020
EFFECTIVE 04/10/2020 TO 04/09/2021

QUOTE VALID TO 05/08/2020

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
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Contract Notes:

The IQ/IPV (included in this quote) will be performed with the PM service at installation and we are including updated computers with the purchase of the service contract.

Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.

Lock in today's service contract price for 2 or more years.

To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.

-Payment is due 30 days from invoice date.
-Applicable taxes are extra.

Please contact your Sales Representative for more information:

Janice Gable-Lea
direct tel: 760-334-3328
direct email: janice.gablelea@thermofisher.com
Team tel: 1-800-955-6288, option 3 then option 2

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,2
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Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

Instrument Services for Diagnostics

This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

AB Instrument Services for Diagnostics Plan Includes

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Instrument recalibration as required.
8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566

SERVICE AGREEMENT QUOTATION

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North American Sales and Service
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(email: Service.Sales@LifeTech.com).

~~To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website.~~ Please read the important statement below carefully.

Life Technologies Corporation
April 9, 2020

This quotation, and Life's **INSTRUMENT SERVICES TERMS and CONDITIONS** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.

Life's Instrument Services Terms and Conditions **solely for this quotation, consisting of two (2) pages and having Effective Date April 9, 2020, are attached hereto and made a part hereof.**

Life Technologies Corporation
April 9, 2020

If you have any questions, please visit our website at www.lifetechnologies.com.

Instrument Services Terms and Conditions
for
Life Technologies Corporation Service Agreement Quotation No. 40555575
Effective Date: April 9, 2020

Life Technologies Corporation
April 9, 2020

These terms and conditions apply to instrument services purchased from Life Technologies Corporation ("we" "us" or "our"). If you purchase instrument services from other Thermo Fisher Scientific entities, different terms and conditions may apply. If you have any questions about our quotation, our ordering process, or what terms and conditions apply to your order, please call Customer Services at 1 800 955 6288.

1. Contract Terms.

1.1 General Terms. These are the contract terms and conditions under which we sell, and/or provide, our Instrument Services to you ("Service Terms"), unless (i) we specifically designate other terms to apply to a specific service; or (ii) if you and we have entered into a valid, active, written agreement that expressly provides that its terms supersede and replace these Service Terms with respect to the services covered by the other agreement. Any additional or different terms and conditions that you may provide to us, are material alternations and we reject them. These Service Terms collectively with any quotation provided by us constitute the "Agreement." Our offer to sell and/or perform Instrument Services is expressly limited to the terms of the Agreement. By ordering or requesting Instrument Services from us, you agree to accept and be bound by these Service Terms. This Agreement is the complete and exclusive contract between us with respect to your purchase of, or request for, Instrument Services.

1.2 Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following order of precedence with the document listed first being given a higher order of priority: these Service Terms, the quotation, and, if you are buying a Service Plan, the service level description of the Service Plan.

1.3 When Agreement takes Effect. The Agreement between us is created when we accept your order or request, either by sending a written confirmation or by initiating performance of the Instrument Services.

2. Service Offerings.

2.1 Service Offerings. We offer repair, maintenance, relocation, recertification, training, qualification, and technical and application support services for your instruments and devices (collectively, "Instrument Services").

2.2 Manufacturer Warranty Services. Some of our Instrument Services are provided as part of the limited instrument manufacturer warranty we offer you when you purchase our instrument.

2.3 Service Plans. We also provide post-manufacturer warranty maintenance and repair Instrument Services called "Service Plans". Descriptions of our Service Plans are available at <http://www.thermofisher.com/instrumentservices>.

2.4 Where we Perform Services. We perform most Instrument Services in your lab, but we may perform some Instrument Services for smaller instruments at one of our facilities.

3. Price.

3.1 Determining Price. For Instrument Services you purchase, the price is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order.

3.2 Taxes and Fees. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice.

4. Payment Terms.

4.1 Payment Terms. Unless we indicate another period on our quotation, you must pay invoices within 30 days from the invoice date in the currency specified in our invoice. Each order is a separate transaction, and you may not setoff payments from one order against another.

4.2 Late Payment. If you are late in making payment, without affecting our other rights, we may suspend performance or cancel your contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law. You agree to pay this late charge upon request.

4.3 Collection Costs. ~~If we appoint a collection agency or an attorney to recover any unpaid amounts, you must pay all reasonable costs of collection, including all associated reasonable attorneys' fees.~~

Life Technologies Corporation
April 9, 2020

5. Scheduling

5.1 Available Times. We provide Instrument Services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays.

5.2 Scheduling. We will work with you to schedule Instrument Services at a time that is mutually convenient.

6. Decontamination and Safe Working Environment.

6.1 Decontamination Obligations. Before we perform Instrument Services on your instrument, you will fully decontaminate your instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if we request, you will submit to us an accurate and completed certificate of decontamination.

6.2 Moving Instrument. If we request, you agree to move your instrument to another location that we reasonably deem is safe for our employees to perform Instrument Services.

6.3 Biosafety Level-3 and 4 Laboratories. We do not service instruments in biosafety level-3 laboratories, unless we agree otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. We do not service instruments in biosafety level-4 laboratories.

7. Spare Parts.

7.1 Repair or Replace. We may repair or replace any parts of the instrument based on our professional judgment.

7.2 New, Used or Reconditioned Parts. We may use new, used, or reconditioned parts. We may retain any replaced part as our property.

8. Service Plans.

8.1 Service Level Descriptions. For service level descriptions of our Service Plans, please go to <http://www.thermofisher.com/instrumentservices>.

8.2 Instrument Recertification. If your instrument has not been under our warranty or our service plan immediately prior to the time of your requested coverage, before we cover your instrument under a Service Plan, we may require instrument recertification. We will provide instrument recertification services on a time-and-materials basis.

8.3 No Coverage for Ancillary Equipment. Unless we stated otherwise in our quotation, our Service Plans cover only our instruments and do not include ancillary equipment even if we supplied it.

8.4 No Replacement of Consumables. Our Service Plans do not cover replacement of consumable products used on the instruments.

8.5 Exclusions. In addition to the above exclusions, our Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) your neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause.

8.6 Terminating your Service Plan. Service Plans may be terminated in the following ways:

(A) Terminating for Any Reason. You or we may cancel your Service Plan by sending a written notice of termination to the other at least 30 days before effective date of termination.

(B) Terminating for Cause. We may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without our advance written consent.

(C) Effects of Termination. If a Service Plan is terminated by you under Section 8.6(A) or by us under Section 8.6(B), we will charge you for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying Service Plan from its effective date until the termination date, or the prorated price of the underlying Service Plan from its effective date until the effective termination date, whichever is greater, ~~plus 15% of the total fee paid for the underlying Service Plan.~~ We will credit you for any payment that you made to us in excess of this amount and you may use the credit toward future purchases from us of instruments, consumables or Service Plans. We do not provide cash refunds on account of the early cancellation of any Service Plan or other agreement for Instrument Services.

Life Technologies Corporation
April 9, 2020

9. Limited Warranty for Instrument Services.

9.1 Limited Warranty. We warrant that the Instrument Services we provide to you will be in accordance with the generally accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within 90 days of the date the Instrument Services were performed, and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.

9.2 Exclusions. Our warranties do not apply to (i) your neglect, carelessness, or misuse, such as but not limited to, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR

WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THESE INSTRUMENT SERVICES AND THE AFFECTED PRODUCTS.

9.3 **Remedies.** During the applicable warranty period only, for services not meeting our warranty, we agree, at our option to: (i) re-perform the defective Instrument Services, or (ii) refund to you the fee you paid to us for the defective Instrument Services, if applicable. This section states our entire liability for a valid warranty claim under this Agreement.

9.4 **Limitations.** OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. WITH RESPECT TO INSTRUMENT SERVICES, EXCEPT AS EXPRESSLY STATED, WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER OR EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. **Compliance with Law.** We make no representation that the Instrument Services we provide to you will meet or satisfy standards of any governmental body, including the U.S. Food and Drug Administration. You agree that it is your responsibility to ensure that such services are adequate to meet your regulation or certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the U.S. Food and Drug Administration are your responsibility.

11. **Indemnification.**

11.1 **Our General Indemnity.** We will indemnify and hold you harmless from and against any and all third-party claims for injury to persons, including death, or damage to tangible property occurring while our employees are on your premises to the extent the claims are caused by our employees' negligent acts or negligent omissions, provided we are given prompt notice of any claim and the opportunity to control the defense and settlement of the claim.

11.2 **Conditions to Our Indemnity.** As a condition to any of our indemnification obligations you must (a) notify us in writing, as soon as you become aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow us to solely control the defense or settlement of the claim; and (d) give us your reasonable information, co-operation and assistance.

12. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT YOU MIGHT INCUR UNDER THE AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT, EQUIPMENT, OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT, EQUIPMENT, OR OTHER PRODUCT

TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. OUR TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE SERVICE TERMS, ANY SERVICE PLAN, OR INSTRUMENT SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES YOU PAID US FOR THE SPECIFIC SERVICE PLAN OR, INSTRUMENT SERVICES THAT GIVE RISE TO YOUR CLAIM.

13. **Miscellaneous.**

13.1 **Assignment.** You may not transfer or assign your Service Plan or any contract with us for Instrument Services. Any attempted transfer or assignment will be void.

13.2 **Intellectual Property.** Nothing in these Service Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise, to you, or to limit our rights to enforce our patent or other intellectual property rights.

13.3 **Governing Law.** The Agreement and performance under it will be governed by the laws of the State of Nevada, USA, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

13.4 **Uncontrollable Circumstances.** We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control.

13.5 **No Waiver; Invalidity.** Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement. Headings are for convenience only and shall not be used in the interpretation of these Terms.

13.6 **Confidentiality. To the extent allowed under applicable law,** you agree to keep confidential any non-public technical information, commercial information (including prices, without limitation), manuals or instructions received from us as a result of discussions, negotiations and other communications between us in relation to our products or services. **You state that you are 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.**

13.7 **Notices.** Any notice or communication required or permitted under these Services Terms must be in writing and will be deemed received when personally delivered, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address.

13.8 **Changes to Terms.** We reserve the right to change these Services Terms at any time. Any changes made will not apply to the Agreement between us for any order we receive before the changes are made. The most recent revision date can be found at the end of these Services Terms.

13.9 **Non Excluded.** Life Technologies Corporation represents that it has not been convicted of a criminal offense related to health care and is not currently listed by a federal agency as debarred, excluded, or ineligible to participate in federally funded programs. Life Technologies Corporation will notify you in writing if any change during the Agreement term renders this representation false. Any change in circumstances will constitute cause to terminate this Agreement immediately. For purposes of this subsection, "Life Technologies Corporation" includes the entity entering into this Agreement and its directors and officers. Life Technologies Corporation represents that, at the time of hire, Life Technologies Corporation conducts a background check to verify such prospective new hire has not been convicted of a criminal offense related to health care and is not currently listed by a federal agency as debarred, excluded, or ineligible to participate in federally funded programs.

Life Technologies
Corporation
April 9, 2020

Life Technologies
Corporation
April 9, 2020

Life Technologies
Corporation
April 9, 2020

8 3 2016
Revised

4 9 2020
For

Life Technologies Corporation Service Agreement Quotation No. 4055575
University Medical Center

Life Technologies
Corporation
April 9, 2020
cvd

April 9th, 2020

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

Re: Request for competitive bidding information regarding Laboratory Distribution.

Dear Ms. Heiy:

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

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

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

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



The above-described process was followed with respect to the Laboratory Distribution category. HealthTrust issued RFPs and received proposals from identified suppliers in the Laboratory Distribution category. Contracts were executed with Fisher Healthcare and Cardinal Health in October of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment One to Primary Care Physician Participation Agreement with LifePrint Health, Inc. d/b/a OptumCare	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 07
Recommendation: That the Governing Board ratify the Amendment One to Primary Care Physician Participation Agreement with LifePrint Health, Inc. d/b/a OptumCare signed by the Chief Executive Officer. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 1 – extend through 3/31/2023
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

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

BACKGROUND:

On April 26, 2018, UMC entered into an agreement with OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its Quick Care facilities. The agreement term was from April 1, 2018 through March 31, 2020 unless terminated with a 60-day written notice.

This request is for ratification of Amendment One which (i) extended the term of the Participation Agreement for three (3) years effective April 1, 2020 and ending March 31, 2023; and (ii) updated the reimbursement schedules.

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

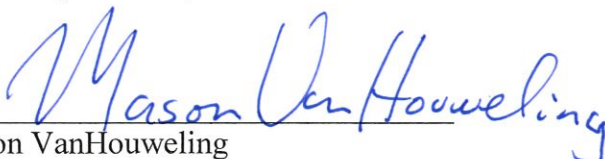
A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for ratification by the Governing Board.

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Respectfully submitted,

Cleared for Agenda
April 29, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

7

**AMENDMENT ONE TO THE
PRIMARY CARE PHYSICIAN PARTICIPATION AGREEMENT**

This Amendment One to the Primary Care Physician Participation Agreement (the "**Amendment**") is made and entered into, to be effective as of April 1, 2020, by and between **LifePrint Health, Inc. d/b/a OptumCare ("OptumCare")** and **University Medical Center of Southern Nevada ("UMC")**. OptumCare and UMC may be referred to individually as a "**Party**" or collectively as the "**Parties**". All capitalized terms not defined herein shall have the same meanings assigned to such terms in the Agreement (defined below).

RECITALS

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

WHEREAS, the Parties wish to amend the Agreement with this Amendment to extend the Term and update the reimbursement schedules.

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

1. Section 8.1 Term. The Agreement shall be extended for a three (3) year term beginning April 1, 2020 and ending March 31, 2023 at 11:59 pm.
2. Appendix III Medicare Advantage Payment Appendix is hereby deleted in its entirety and replaced with the attached Appendix III Medicare Advantage Payment Appendix.
3. **Enforceability**. Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.
4. **Miscellaneous**. This Amendment shall be interpreted and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and UMC. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Page 76 of 224

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

"OPTUMCARE"
LifePrint Health, Inc.

"UMC"
UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By:

T. Alamo MD

Signature

Tony Alamo, M.D.
Print Name

Chief Medical Director, Network Operations
Title

3/30/2020
Date

By:

Mason VanHouweling

Signature

Mason VanHouweling
Print Name

CEO
Title

3/30/2020
Date

1800 W. Charleston Blvd.
Address

Las Vegas, NV 89102
City, State Zip Code

88-6000436
Tax I.D. Number

APPENDIX III
Medicare Advantage Payment Appendix
COMPENSATION

[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: 4,730						
Corporate/Business Entity Name: <u>Lifeprint Health, Inc.</u>						
(Include d.b.a., if applicable) <u>Optum Care</u>						
Street Address:				Website:		
City, State and Zip Code:				POC Name: <u>Michael Coleman</u>		
Telephone No:				Email: <u>michael.coleman@optum.com</u>		
Nevada Local Street Address:				Website:		
(If different from above)				Local Fax No: <u>855-277-7021</u>		
City, State and Zip Code: <u>Las Vegas, NV 89128</u>				Local POC Name: <u>Michael Coleman</u>		
Local Telephone No: <u>702-242-7539</u>				Email: <u>michael.coleman@optum.com</u>		

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)
<u>United Health Group</u>		<u>Publicly Traded</u>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☒ Yes ☐ No

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

☐ Yes ☐ No

(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

☐ Yes ☐ No

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

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

Robert B. McBeath, Jr.
Signature
PRESIDENT
Title

Robert B. McBeath, Jr.
Print Name
3/16/18
Date

UNITEDHEALTH GROUP

Board of Directors

William C. Ballard, Jr.

Former Of Counsel
Bingham Greenebaum Doll LLP
Director since 1993

Richard T. Burke

Lead Independent Director
UnitedHealth Group
Director since 1977

Timothy P. Flynn

Retired Chairman
KPMG International
Director since 2017

Stephen J. Hemsley

Executive Chairman
UnitedHealth Group
Director since 2000

Michele J. Hooper

President and Chief Executive Officer
The Directors' Council
Director since 2007

Rodger A. Lawson

Executive Chairman
E*TRADE Financial Corporation and
Retired President and Chief Executive Officer
Fidelity Investments - Financial Services
Director since 2011

F. William McNabb III

Chairman
The Vanguard Group, Inc.
Director since 2018

Valerie Montgomery Rice, M.D.

President and Dean
Morehouse School of Medicine
Director since 2017

Glenn M. Renwick

Chairman
The Progressive Corporation
Director since 2008

Kenneth I. Shine, M.D.

Retired Executive Vice Chancellor for Health Affairs
The University of Texas System
Director since 2009

David S. Wichmann

Chief Executive Officer
UnitedHealth Group
Director since 2017

Gail R. Wilensky, Ph.D.

Senior Fellow
Project HOPE
Director since 1993

Committee Membership

Audit

Glenn M. Renwick (Chair)
Richard T. Burke
Timothy P. Flynn
Michele J. Hooper

Compensation and Human Resources

Rodger A. Lawson (Chair)
William C. Ballard, Jr.
Gail R. Wilensky, Ph.D.
Ex-officio: Richard T. Burke

Nominating and Corporate Governance

Michele J. Hooper (Chair)
William C. Ballard, Jr.
Richard T. Burke

Public Policy Strategies and Responsibility

Gail R. Wilensky, Ph.D. (Chair)
Valerie C. Montgomery Rice, M.D.
Kenneth I. Shine, M.D.
Ex-officio: Richard T. Burke

About UnitedHealth Group (/About.aspx)

Home (/) / About (/About.aspx)

Executives

Stephen J. Hemsley

Executive Chairman, Board of Directors
UnitedHealth Group

Stephen Hemsley became executive chairman, UnitedHealth Group, on September 1, 2017. In this position, Hemsley remains actively involved in supporting the senior management team, oversight of planning and performance and helping guide the enterprise. As chairman of the board of directors, he leads the strategic responsibilities of the board. Hemsley was formerly chief executive officer, UnitedHealth Group, from 2006 to 2017. He has been a member of the company's board of directors since 2006. He previously served as president and chief operating officer, UnitedHealth Group. Hemsley joined the company in June 1997.

David S. Wichmann

Chief Executive Officer
UnitedHealth Group

David Wichmann became chief executive officer, UnitedHealth Group, on September 1, 2017. He is responsible for the strategic direction and overall performance of the enterprise and its long-term growth agenda. He is also a member of the board of directors. Previously, Wichmann served as president, UnitedHealth Group, beginning in November 2014, with oversight responsibility for all of UnitedHealthcare's domestic and international businesses, and for overall UnitedHealth Group performance. Wichmann also served as chief financial officer of the enterprise from 2011 until mid-2016. He previously held positions as president, UnitedHealthcare; president and chief executive officer, Specialized Care Services (now OptumHealth); and senior vice president, Corporate Development. Prior to joining UnitedHealth Group in 1998, Wichmann was a partner with Arthur Andersen.

Larry C. Renfro

Office of the Chief Executive

Vice Chairman

UnitedHealth Group

Chief Executive Officer

Optum

Larry Renfro was named vice chairman, UnitedHealth Group, in November 2014, with oversight responsibility for all enterprise strategic relationships, key client relationships and companywide business growth efforts. He also serves as chief executive officer, Optum, UnitedHealth Group's health services platform, overseeing OptumInsight, OptumHealth and OptumRx. Renfro joined the company in January 2009 and has served as chief executive officer, Public and Senior Markets Group. He was formerly a senior executive officer at Fidelity Investments and a member of the Fidelity Executive Committee. He was president and chief executive officer, AARP Services, Inc., before he rejoined Fidelity in 2008. Renfro has also held senior executive positions at NewRiver, Inc.; State Street Bank & Trust; and Allmerica Financial.

John Rex

Office of the Chief Executive

Executive Vice President and Chief Financial Officer

UnitedHealth Group

John Rex was appointed executive vice president and chief financial officer of UnitedHealth Group and a member of the Office of the Chief Executive in 2016. Previously, Rex served as executive vice president, chief financial officer, Optum, UnitedHealth Group's health services platform, joining the company in 2012. Prior to Optum, Rex was a leading equity research analyst in the health care sector and managing director, J.P. Morgan. He also worked as a strategy and operations consultant, specializing in health services. A certified public accountant, Rex advised clients for Ernst & Young, where he also specialized in the health services sector.

Marianne D. Short

Office of the Chief Executive

Executive Vice President and Chief Legal Officer

UnitedHealth Group

Marianne Short was appointed executive vice president and chief legal officer, UnitedHealth Group, in January 2013, and was named to the Office of the Chief Executive in November 2014. She is responsible for overseeing legal, regulatory and compliance matters across the enterprise. Prior to joining the company, Short was the managing partner at Dorsey & Whitney LLP for six years, a partner in the Trial department, co-chair of the firm's Appellate and Health Litigation practice groups and a member of the American College of Trial Lawyers and the American Academy of Appellate Lawyers. From 1988-2000, she was a judge on the Minnesota Court of Appeals, authoring

more than 900 opinions in virtually every area of civil and criminal law. She has more than 35 years of courtroom experience from her work on the court, the Dorsey firm and the Minnesota Attorney General's Office.

D. Ellen Wilson

Office of the Chief Executive
Executive Vice President, Human Capital
UnitedHealth Group

Ellen Wilson was appointed executive vice president, Human Capital, UnitedHealth Group, in June 2013, and was named to the Office of the Chief Executive in November 2014. She is responsible for overseeing all aspects of human resources, including compensation and benefits, talent management, leadership and employee development, rewards and recognition and organization development. Previously, Wilson served as chief administrative officer, Optum, guiding Optum's mission-critical business alignment and cultural programs. Prior to joining Optum, she served for 17 years at Fidelity Investments, concluding her tenure there as head of Human Resources.

Cory B. Alexander

Executive Vice President, External Affairs
UnitedHealth Group

Cory Alexander joined UnitedHealth Group in 2009 and oversees a number of key functions across the enterprise: government and public affairs, international relations, United Health Foundation and social responsibility efforts, the UnitedHealth Center for Health Reform and Modernization and enterprise government solutions and strategic relationships development. From 2006 to 2008, Alexander was vice president, Government and Industry Relations, Fannie Mae, and previously worked as chief of staff for House Democratic Whip Steny Hoyer (D-MD).

Terry M. Clark

Senior Vice President, Chief Marketing Officer
UnitedHealth Group

Terry Clark was appointed senior vice president and chief marketing officer, UnitedHealth Group, in 2014. Clark oversees branding, marketing and advertising for UnitedHealth Group and its two operating platforms, UnitedHealthcare and Optum, with responsibility for helping positively shape the customer experience. Previously, Clark served as chief marketing officer, UnitedHealthcare Medicare & Retirement, where he led marketing and direct-to-consumer engagement efforts focused on seniors. Clark joined UnitedHealthcare in 2006 from InterActiveCorp, a consumer technology company comprised of leading digital brands, where he served as executive vice president, sales and marketing, for the Entertainment Publications division.

Richard Migliori, M.D.

Executive Vice President, Medical Affairs and Chief Medical Officer
UnitedHealth Group

In 2013, Richard Migliori, M.D. was appointed executive vice president, Medical Affairs, and chief medical officer, UnitedHealth Group, working with businesses across the enterprise to help improve health care quality, access and affordability. Previously, as executive vice president, Health Services, Dr. Migliori was responsible for the ongoing development, design, and adaptation of market leading clinical innovations aimed at ensuring clinical excellence, improving clinical and economic outcomes, and delivering robust business performance on behalf of UnitedHealth Group's largest public and private sector clients.

Don Nathan

Senior Vice President and Chief Communications Officer
UnitedHealth Group

Don Nathan joined UnitedHealth Group as senior vice president, chief communications officer, effective May 2007. He is responsible for all internal and external communications. Nathan was formerly a strategic communications consultant with Robinson Lerer & Montgomery, beginning in 1991, and was a partner at the firm for 10 years. Previously, Nathan worked on Capitol Hill in Washington, D.C., serving in a number of congressional and campaign capacities.

Steve Nelson

Executive Vice President, UnitedHealth Group
Chief Executive Officer, UnitedHealthcare

Steve Nelson has served as executive vice president, UnitedHealth Group, and chief executive officer, UnitedHealthcare, since August 2017. Nelson previously served as chief executive officer, UnitedHealthcare Medicare & Retirement from 2014 to 2017. Earlier roles included leadership of UnitedHealthcare Community & State and UnitedHealthcare Employer & Individual's West Region. Before joining UnitedHealthcare, Nelson was president of the Eastern Region and Senior Products Division at HealthNet from 2004 to 2007. Nelson also served for 10 years in various executive roles at the Henry Ford Health System and Intermountain Healthcare.

John S. Penshorn

Senior Vice President
UnitedHealth Group

John Penshorn, senior vice president, has managed UnitedHealth Group's capital markets relationships since December 1998. Previously, Penshorn followed health services equities as a stock analyst at Piper Jaffray.

Jeannine M. Rivet

Executive Vice President
UnitedHealth Group

Jeannine Rivet was named executive vice president, UnitedHealth Group, in January 2001, and currently works with all company business segments in areas focused on strategic and business relationship management and clinician advancement. She has served as chief executive officer and president, Optum (now part of OptumHealth), chief executive officer, Ingenix, and chief executive officer, UnitedHealthcare.

Tom Roos

Senior Vice President and Chief Accounting Officer
UnitedHealth Group

Tom Roos was appointed chief accounting officer for the enterprise in August 2015. He is responsible for SEC reporting, accounting policy, tax and enterprise risk management. Previously, Roos was a partner at Deloitte & Touche LLP for eight years, where he worked closely with Deloitte & Touche's national office and industry leaders on emerging technical accounting and reporting matters in the health insurance industry, with experience in company mergers and acquisitions and initial public offerings.

Also Visit



Fact Book > (/media/UHG/PDF/About/UNH_Fact-Book.ashx?la=en)



UnitedHealth Group At A Glance > (</media/UHG/PDF/About/UNH-At-A-Glance.ashx?la=en>)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment Four to Agreement for Physician On-Call Services with Children's Urology Associates, LLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 08
Recommendation: That the Governing Board approve the 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. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000612000	Funded Pgm/Grant: N/A
Description: On-Call Pediatric Urology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: Amendment 4 – extend through 4/30/2021	
Amount: Amendment 4 – additional NTE \$109,500; potential aggregate since inception of Agreements is \$657,000	
Out Clause: 30 days w/o cause	

BACKGROUND:

On April 22, 2015, the Governing Board approved the Agreement for Physician On-Call Services between UMC and Children's Urology Associates (the "Agreement"). Under the Agreement, Children's Urology Associates will provide 24/7 consultative and on-call services to UMC's pediatric urologic inpatients, outpatients and ER patients. The original term of the Agreement was from May 1, 2015 through April 30, 2017 unless terminated with a 30-day written notice.

Amendment One, effective May 1, 2017, extended the term for one (1) year through April 30, 2018. Amendment Two, effective April 30, 2018, extended the term for one (1) year through April 30, 2019 and updated the Compensation section. Amendment Three, effective April 30, 2019, extended the term for one (1) year through April 30, 2020.

This Amendment Four requests to extend the term for another year through April 30, 2021. The NTE annual cost is \$109,500.

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Cleared for Agenda
April 29, 2020

Agenda Item #

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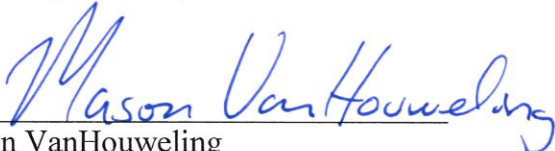
UMC's Chief Operating Officer has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Children's Urology Associates currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

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Respectfully submitted,

A handwritten signature in blue ink that reads "Mason VanHouweling". The signature is written in a cursive style with a large, stylized "M" and "V".

Mason VanHouweling
Chief Executive Officer

Page Number
2

AMENDMENT FOUR TO AGREEMENT FOR PHYSICIAN ON-CALL SERVICES

This Amendment Four is made and entered into as of April 29, 2020, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**HOSPITAL**”) and CHILDREN’S UROLOGY ASSOCIATES, LLC (“**PROVIDER**”).

RECITALS

WHEREAS, the parties entered into an Agreement for Physician On-Call Services dated May 1, 2015 for pediatric urology call services (“**Agreement**”);

WHEREAS, on May 1, 2017, the parties entered into Amendment One to the Agreement extending the contract term through April 30, 2018;

WHEREAS, on April 30, 2018, the parties entered into Amendment Two to the Agreement extending the contract term through April 30, 2019 and updating the Compensation section;

WHEREAS, on April 30, 2019, the parties entered into Amendment Three to the Agreement extending the contract term through April 30, 2020; and

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

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

1. Section 5.1, Term of Agreement, is hereby amended to extend the term for one (1) year from April 30, 2020 to April 30, 2021.
2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment Four, the terms and conditions of this Amendment Four shall govern, prevail, and control. All references to the Agreement shall include this Amendment Four.

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____

Mason VanHouweling
Chief Executive Officer

PROVIDER:

CHILDREN’S UROLOGY ASSOCIATES,
LLC

By: _____


George S. Ganesan, MD
Owner

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: 20						
Corporate/Business Entity Name: Children's Urology Associates						
(Include d.b.a., if applicable)						
Street Address: 6670 S. Tunaya Way				Website: www.cua.lv.com		
City, State and Zip Code: Las Vegas, NV 89113				POC Name:		
Telephone No: (702) 369-4999				Email: annb@cua.lv.com		
Nevada Local Street Address:				Fax No: (702) 369-2943		
(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)
George Ganesan	MD	33 1/3
James C. Plaire	MD	33 1/3
Jessica T. Casey	MD	33 1/3

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

JTC

Print Name

Jessica T. Casey

3/23/2020

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Third Amendment to Service Agreement with Crothall Facilities Management, Inc., a subsidiary of Compass Group USA, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 09
Recommendation: That the Governing Board 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; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 30008474000
Funded Pgm/Grant: N/A
Description: Clinical Engineering and Equipment Distribution Management Services
Bid/RFP/CBE: RFP 2018-01 (Lot1)
Term: 9/30/2018 – 9/29/2023 with one 2-year option
Amount: \$2,605,229.24 annually
Out Clause: 60 days w/o cause

BACKGROUND:

On August 29, 2018, the Board approved an Agreement for Clinical Engineering and Equipment Distribution Management Services (Lot 1) with Compass Group USA, Inc. (“Compass”) after public solicitation via Request for Proposals (RFP), evaluation and award recommendation.

Compass, through its subsidiary, Crothall Facilities Management (“CFM”), currently manages and maintains UMC’s Clinical Engineering Department including, but not limited to medical equipment management and repair, quality control, compliance with all regulatory requirements, training and development, operational and technical support, and guaranteeing the financial outcome of the program for all covered items. Since execution, CFM has negotiated a number of contracts with service providers at equal to or a lower cost than UMC can negotiate.

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Cleared for Agenda
April 29, 2020

Agenda Item #

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UMC entered into a First Amendment on March 1, 2019, to adjust credits and inventory lists, then a Second Amendment with CFM on August 1, 2019 to amend the serviced equipment list and company's monthly rate

This Third Amendment for CFM increases the monthly rate from \$183,602.77 to \$217,102.44 for an annual rate of \$2,605,229.24 and amends the equipment list to incorporate equipment list additions and removals. Staff also requests approval for the Chief Executive Officer to approve future addition or deletion of equipment and/or services through amended equipment lists or schedules.

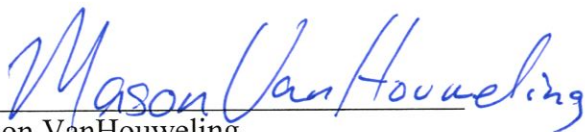
UMC's Associate Administrator has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Crothall Facilities Management currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Page Number
2

**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, INC.**

This Third Amendment dated January 1, 2020, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, located at 1800 W. Charleston Blvd. Las Vegas, NV 89102 (hereinafter referred to as "Hospital"), and COMPASS GROUP USA, INC. by and through its subsidiary CROTHALL FACILITIES MANAGEMENT, INC., located at 1500 Liberty Ridge Drive, Suite 210, Wayne, PA 19087 (hereinafter referred to as "Company").

WITNESSETH

WHEREAS, Hospital entered into a Services Agreement with Company dated August 29, 2018, as amended by those certain amendments dated March 1, 2019 and August 1, 2019 (hereinafter collectively referred to as the "Agreement");

WHEREAS, Company has agreed to provide one (1) project manager with a corresponding increase to the Annual Rate of \$98,000.00; and

WHEREAS, the parties desire to make certain alterations, additions or deletions to the Agreement, effective January 1, 2020 (the "Amendment Effective Date") except as otherwise set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Section II.D.1. of the Agreement, entitled Company's Rates, is hereby amended such that Company's Rates for the Services shall be as set forth in the table below as of the Amendment Effective Date. Company will retroactively invoice Hospital for equipment items added prior to the Amendment Effective Date, as identified on the equipment list attached to this agreement.

HTS Services	
Annual Rate	Monthly Rate
\$ 2,605,229.24 per year	\$ 217,102.44 per month

2. Attachment A to Exhibit C of the Agreement, entitled **Full Equipment List**, is hereby amended to incorporate the equipment list additions and removals attached to this Amendment, effective as of the identified dates.

All other terms, conditions and stipulations contained in the Agreement shall remain in full force and effect and without any change or modification whatsoever, except in the event of any conflict between this Amendment and the Agreement, this Amendment will control. This Amendment may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

[Signature Page Follows]

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

COMPASS GROUP USA, INC. by and through its subsidiary CROTHALL FACILITIES MANAGEMENT, INC.

By: _____

Name: _____
(Please Print)

Title: _____

By:  _____

Name: James D. Cheek
(Please Print)

Title: Division President

Equipment List Additions and Removals

Asset	Description	Manufacturer	Model	Serial Number	Effective Date	Annual Rate	Coverage
1456242	Stainer, Slide	Biomerieux	PREVI Color Gram	414292141474	6/6/2019	\$1,695.00	MGMT-Contract
1458287	Analyzer, Microbiology	Biomerieux	Vitek 2	VTK2XL4627	9/13/2019	\$15,825.00	MGMT-Contract
1405750	Processor, Digital	Konica Minolta	CS-7	2UA6321VMW	12/14/2019	\$13,575.00	MGMT-Contract
1405748	Acquisition Unit, Image	Konica Minolta	AeroDR	A5DP-51995	12/14/2019	Included w/Processor	MGMT-Contract
1405754	Processor, Digital	Konica Minolta	CS-7	2UA72428X4	12/14/2019	\$13,575.00	MGMT-Contract
1456753	Acquisition Unit, Image	Konica Minolta	AeroDR	2UA7091JK0	12/14/2019	Included w/Processor	MGMT-Contract
1405755	Processor, Digital	Konica Minolta	CS-7	2UA72428Y2	12/14/2019	\$13,575.00	MGMT-Contract
1457221	Acquisition Unit, Image	Konica Minolta	AeroDR	A6C7-0994	12/14/2019	Included w/Processor	MGMT-Contract
1456496	Processor, Digital	Konica Minolta	OptiPlex 3050	7MGN0M2	12/14/2019	\$10,325.00	MGMT-Contract
1456497	Acquisition Unit, Image	Konica Minolta	AeroDR	A50D-52333	12/14/2019	Included w/Processor	MGMT-Contract
1456490	Processor, Digital	Konica Minolta	OptiPlex 3050	7MFN0M2	12/14/2019	\$10,325.00	MGMT-Contract
1456491	Acquisition Unit, Image	Konica Minolta	AeroDR	A50D-52320	12/14/2019	Included w/Processor	MGMT-Contract
1456492	Processor, Digital	Konica Minolta	OptiPlex 3050	7MFP0M2	12/14/2019	\$10,325.00	MGMT-Contract
1459710	Acquisition Unit, Image	Konica Minolta	AeroDR	A50D-52323	12/14/2019	Included w/Processor	MGMT-Contract
1456493	Processor, Digital	Konica Minolta	OptiPlex 3050	7MGR0M2	12/14/2019	\$10,325.00	MGMT-Contract
1456494	Acquisition Unit, Image	Konica Minolta	AeroDR	A50D-52322	12/14/2019	Included w/Processor	MGMT-Contract
1459609	Processor, Digital	Konica Minolta	OptiPlex 3050	7MFQ0M2	12/14/2019	\$10,325.00	MGMT-Contract
1456495	Acquisition Unit, Image	Konica Minolta	AeroDR	A50D-52337	12/14/2019	Included w/Processor	MGMT-Contract
1405751	Processor, Digital	Konica Minolta	CS-7	2UA7091JHX	12/14/2019	\$13,575.00	MGMT-Contract
1405833	Acquisition Unit, Image	Konica Minolta	AeroDR	A6C7-01193	12/14/2019	Included w/Processor	MGMT-Contract

Equipment List Additions and Removals

Asset	Description	Manufacturer	Model	Serial Number	Effective Date	Annual Rate	Coverage
1405753	Processor, Digital	Konica Minolta	CS-7	2UA7091JK0	12/14/2019	\$13,575.00	MGMT-Contract
1405752	Acquisition Unit, Image	Konica Minolta	AeroDR	A6C7-01490	12/14/2019	Included w/Processor	MGMT-Contract
1456620	Radiographic Unit, Digital	GE	Proteus XR/f	2UA7091JHX	10/1/2019	\$10,600.00	Full Service, With Glass
MR22079	Radiographic Unit, Digital	GE	Proteus XR/f	MR21991C	10/1/2019	\$10,600.00	Full Service, With Glass
1456754	Radiographic Unit, Digital	GE	Proteus XR/f	MR22079	10/1/2019	\$10,600.00	Full Service, With Glass
1457128	Radiographic Unit, Digital	GE	Proteus XR/f	MR22078	10/1/2019	\$10,600.00	Full Service, With Glass
1459040	Camera, Gamma	Philips	ADAC Forte	88180173	7/26/2019	-\$18,400.00	REMOVE
1459463	Navigation System	Globus Medical	Excelciosa GPS	GPS-0131	8/1/2019	-\$85,000.00	REMOVE
1456243	Sterilizer, Plasma	ASP	Sterrad 100NX	1047181074	1/10/2020	\$14,860.00	Full Service
1456244	Sterilizer, Plasma	ASP	Sterrad 100NX	1047181070	2/1/2020	\$14,860.00	Full Service
1456244	Scanner, CT	Siemens	Somatom Sensation 64	400205258	10/19/2019	\$153,256.00	MGMT-Contract
RTLS	RTLS System	Centrax	BlackBox	N/A	2/1/2020	\$45,000.00	MGMT-Contract

Additional Rate Adjustments

Asset	Description	Manufacturer	Model	Serial Number	Effective Date	Annual Rate	Coverage
N/A	Addition of one (1) Project Manager	N/A	N/A	N/A	10/1/19	\$98,000.00	N/A
Total:						\$401,996.00 Annually	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Compass Group USA, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2400 Yorkmont Road		Website:		
City, State and Zip Code:		Charlotte, NC 28217		POC Name:		
				Email:		
Telephone No:		704 328-4000		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
No individual person holds ownership		
Compass Group USA Investments Inc.		100%

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

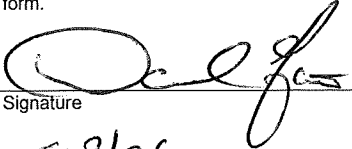
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ 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/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	Daniel Gatti Print Name
S&P/CFO Title	5/21/19 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

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Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Agreement for Locum Tenens Coverage with Staff Care, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 10
Recommendation: That the Governing Board 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)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: Various	Funded Pgm/Grant: N/A
Description: Locum Tenens Physician Staffing Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 4/29/2020 to 4/28/2021 with option to extend annually	
Amount: NTE \$300,000 per year (NTE \$250,000 per year for locum tenens services and NTE \$50,000 per year for travel and housing expenses)	
Out Clause: 30 days w/o cause	

BACKGROUND:

This request is to enter into a new Agreement with Staff Care to provide locum tenens physicians in critical need areas of the hospital. At times, this service may be used to solicit and fill a full-time UMC employee position. The NTE cost of this Agreement is \$300,000 per year. The Agreement term is from April 29, 2020 through April 28, 2021 with the option to extend for one (1) year periods unless terminated with a 30-day written notice. Staff also requests Board authorization for the Hospital CEO, at the end of the initial term, to exercise any extension option and execute future Confirmation Letters within the not-to-exceed yearly amount of this Agreement at his discretion if deemed beneficial to UMC.

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

Staff has requested a determination from the Clark County Business License division as to the licensing requirements of this business entity and has not yet received a response. If a determination is made that entity is required to have a Clark County business license or vendor registration, Staff will ensure that entity obtains such license or registration in a timely manner.

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Cleared for Agenda
April 29, 2020

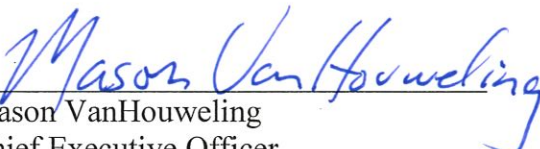
Agenda Item #

10

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Page Number
2



AGREEMENT FOR LOCUM TENENS COVERAGE

This Agreement For Locum Tenens Coverage ("Agreement") is effective as of the date last signed by the parties below, by and between **Staff Care, Inc.**, and its subsidiaries ("Agency") and affiliates, and **University Medical Center of Southern Nevada** ("Client") for the purpose of Agency arranging for locum tenens provider(s) ("Providers") to Client for the times and rates specified in one or more service orders substantially in the form of Exhibit A attached hereto ("Orders") or in a Confirmation Letter which will outline the assignment of an individual Provider ("Confirmation Letter"), issued hereunder and incorporated herein by reference. For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. AGENCY OBLIGATIONS. Agency shall:

1. Use best efforts to identify Providers acceptable to Client.
2. Screen and obtain references for identified Providers, including verification of licensure.
3. Arrange a complete travel and accommodation itinerary for Providers in coordination with Client.
4. Arrange malpractice insurance coverage for Providers. Client acknowledges and understands that the insurance Agency arranges under this Section A.4 for a Provider on an assignment with Client shall not apply to any professional services of Provider outside of a contemplated assignment with Agency.
5. Pay Providers on behalf of Client for services rendered and at rates agreed to by Client and Provider, as facilitated by Agency.
6. Agency will (i) render its services with the degree of skill, care and diligence normally provided for in the work of a similar nature, and (ii) will comply with and observe all applicable laws and regulations in the performance of its services.

B. CLIENT OBLIGATIONS. Client shall:

1. Supply Providers, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable Provider to perform medical services in Provider's specialty on comparable terms to other practitioners in the same specialty at Client's facility.
2. Determine with Provider, as facilitated by Agency, Provider's fees, coverage assignments, schedule, number of hours provided, number of patients served and all other requirements related to the performance of professional services by Provider in accordance with the terms set forth in the applicable Order. The total amount to be paid by Client to Agency under this Agreement for locum tenens coverage services shall not exceed \$250,000.00 annually. Client is responsible for maintaining the accrual of professional services and will issue an addendum to extend the annual amount if needed. Client shall also provide to Provider an orientation of Client's facility and required policies and procedures.
3. Bill for, collect and retain all professional fees generated by services rendered by Provider.
4. Notify Agency within 48 hours of a Provider's presentation to Client whether it accepts or declines the services of Provider.
5. Reimburse Agency all applicable costs of travel and housing en route or on assignment related to Provider's assignment, with all travel costs to be reimbursed pursuant to Client's Travel Policy, including without limitation, roundtrip airfare, local transportation, lodging and meals. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals. The reimbursement amount is included in the fees paid for services by Client, and for which Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations. The total costs to be paid by Client to Agency under this Agreement for travel and housing reimbursements shall not exceed \$50,000.00 annually. Client is responsible for maintaining the accrual of travel charges and will issue an addendum to extend the annual amount if needed.
6. Comply with AMA, federal, state and local standards relating to patient care, the practice of medicine and related activities.
7. Establish and pay for all fees associated with hospital privileges for Provider.
8. Pay invoices within thirty (30) days of invoice date, by check or EFT. Client shall also pay Agency the fees and expenses specified in the applicable Order or Confirmation Letter for Providers. Client shall reimburse Agency for the actual amount of any applicable taxes (except income taxes), including state or local sales, gross, excise or similar tax imposed on fees paid to Agency by Client for Provider coverage.
9. Promptly (and in no event more than 30 days after Client knew or reasonably should have known of such claim), provide Agency written notice of any occupational safety hazards or events involving Provider, or of any sentinel event or actual or threatened claim arising out of or relating to Provider.
10. Upon Client's acceptance of a Provider, Client agrees that it will review, approve and sign each Confirmation Letter within two business days. If Client does not sign, or provide notice of its disagreement with the terms of the Confirmation Letter within two (2) business days, Client agrees that it shall be deemed to have accepted the terms thereof.

C. REASSIGNMENT, CANCELLATION, TERM & TERMINATION OF AGREEMENT.

1. Client agrees that for a period of two years after the date of Agency's presentation of Presented Provider to Client, or the date on which Provider ceases to provide services to Client, whichever is later (the "Exclusivity Period"), Client shall not utilize, nor shall it permit any Client Affiliate to utilize, any professional services of any kind of a Presented Provider, whether as an employee, independent contractor, consultant or otherwise (and whether directly or through another locum tenens vendor and whether in the same position as that contemplated during the presentation or for another position), except in accordance with the following provision:

Client or a Client Affiliate may permanently employ or engage Presented Provider after completion of any existing assignment upon satisfaction of the following three conditions: (i) Client provides Agency at least five days prior written notice of the employment or engagement of Presented Provider, (ii) Client has paid in full of all outstanding invoices due under this

Agreement and (iii) Client pays Agency the reassignment fee ("Fee") set forth in the applicable Order. If Client fails to provide the requisite notice or has not paid the Fee, then all hours worked by Presented Provider for Client or Client Affiliate shall be billed by Agency and paid for by Client as locum tenens services in accordance with the latest confirmation letter for the Presented Provider until Client has notified Agency and has paid all outstanding invoices under this Agreement, including the Fee.

For purposes of this Section C, (I) a "**Presented Provider**" means a Provider whose curriculum vitae or services was presented to Client by Agency before or during the term of this Agreement other than a Provider for whom Client has notified Agency in writing within 48 hours of such introduction of Client's prior knowledge of Provider's availability, it being understood that Agency shall be deemed to be solely responsible for the introduction to Client of any Provider satisfying the definition of Presented Provider and (II) a "**Client Affiliate**" means (A) any person, entity or organization that directly, or indirectly through one or more intermediaries, controls, or is

controlled by, or is under common control, with, Client (and including, without limitation, any person or entity that has an equity interest in Client), and (B) if Client is a physician practice group or similar entity, any person, entity or organization at which or for whom Client provides professional services, such as a hospital (a "**Third Party Affiliate**") and (C) any person, entity or organization with whom Client had a business relationship and with whom Client shared or distributed credentials or the curriculum vitae or made known the availability of a Presented Provider without the prior written authorization of Agency. Client shall not in any way, whether directly or indirectly, encourage a Third Party Affiliate to employ or otherwise utilize a Presented Provider directly.

2. Client shall not (A) discuss the fee structure in the Order with third parties; (B) share or distribute any Presented Provider's name, credentials, curriculum vitae or availability to work with or to any third party, in each case without Agency's prior written consent; and (C) Client shall not attempt to enter into an engagement with a Presented Provider without informing Agency and in no event in an attempt to circumvent the payment of the Fee or other amounts that Agency would otherwise be entitled to collect.
3. **Term & Termination.** This Agreement shall begin on the Effective Date and continue for one year (the "Initial Term"), after which it will renew for additional one year terms upon mutual written agreement, unless terminated earlier as provided herein. Notwithstanding the foregoing, Agency may terminate this Agreement in writing at any time upon 30 days prior written notice. If such termination results from Client's misrepresentations herein or in an Order or from Client's breach of any obligations, including failure to pay an invoice when due, no prior notice shall be required. Client may terminate this Agreement or the services of any scheduled Provider under an Order by providing 30 days' prior written notice to Agency. For the avoidance of doubt, Client shall be invoiced in accordance with this Agreement and any applicable Order(s) for all scheduled time of Providers through the effective date of termination. Upon termination, Client shall promptly pay all fees and expenses that are due and owing to Agency and Providers.
4. During any assignments or placements hereunder, Client shall be solely responsible for terminating Provider due to a Provider's poor performance, including, but not limited to intentional or unintentional dereliction of duties, negligence, or loss of hospital privileges, as determined by Client in its sole discretion. Client shall notify Agency in writing of such determination, and Agency shall attempt to replace such Provider. Client may request that Agency, on Client's behalf, deliver a notice of termination to Provider. Agency shall not have the unilateral right or authority to terminate a Provider's assignment. Client shall pay for amounts due and owing under the applicable ORDER through the date of CLIENT'S termination of Provider's assignment. If Client terminates Provider (or refuses to use a Provider) as a result of any background check, drug test or other screening procedure conducted on Provider by Client, Client shall provide Agency with the results of such screenings unless otherwise prohibited by applicable law. Client shall not seek to terminate a Provider's placement, nor shall it refuse a Provider's services, for a discriminatory reason, including Provider's race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification.

D. GENERAL PROVISIONS.

1. Client shall exercise independent judgment of the professional qualifications of Providers and whether they meet the requirements of their assignments. Client shall assign Providers only to areas of practice within their clinical competence. Client acknowledges that neither Agency nor any of its employees is engaged in any fashion in the practice of medicine. Agency is not licensed to practice medicine and shall have no control as to the means or the quality of any Provider's medical services, nor shall Agency have any right or responsibility for making any determinations regarding Provider's professional service assignments, schedule or practice. Agency shall have no liability for any injury or any loss to any party relating to or in any way arising out of Provider's professional services or any other of Providers acts or omissions.
2. **Exclusion.** Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include for Agency its Providers and for Client its physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. The parties understand and agree that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff member.
3. **Independent Contractor.** Client acknowledges that (a) Provider is not an employee, subcontractor or agent of Agency, (b) the relationship of Provider to Agency is that of an independent contractor, (c) all payments made by Agency to Provider hereunder are made on behalf of Client, and (d) Agency acts only as a placement agency.
4. **Confidentiality.** Each party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For the avoidance of doubt, Agency acknowledges that Client is 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 Client receives a demand for the disclosure of any information related to this Agreement which Agency has claimed to be confidential and proprietary, Client will immediately notify Agency of such demand and Agency shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. Agency shall indemnify, and defend and hold harmless Client from any claims or actions, including

all associated costs and attorney's fees, demanding the disclosure of Agency document(s) in Client's custody and control that Agency claims to be confidential and proprietary. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees or agents that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Provider and prospective Provider names and information, bill rates and the terms of this Agreement, requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Client agrees to use appropriate security measures to protect Agency employees', clients', and/or Providers' personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws. Client will not use any information provided to it by Agency regarding Provider in an unlawful manner or for any unlawful purpose.

5. **No Subcontractors.** Agency shall not use subcontractors to fulfill its obligations to attempt to locate Providers acceptable to Client without Client's prior consent, which shall not be unreasonably withheld, delayed or conditioned.
6. **Modification, Severability, & Waiver.** This Agreement may be amended, modified, or waived only by a writing signed by the parties. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law, and all other provisions shall continue in full force. Agency's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
7. **Governing Law; Jurisdiction. INTENTIONALLY OMITTED.**
8. **Representations.** Each party represents and warrants that (a) it is lawfully organized and in good standing in the State in which its principal office is located; (b) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (c) the person executing this Agreement and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of such party.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties about the subject matter herein, supersedes all prior oral and written agreements between the parties hereto about the subject matter herein, and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member.
10. **Survival.** Sections B.8, C.1 and C.2 and Section D shall survive the expiration or cancellation of this Agreement. This Agreement shall be binding upon and inure to the benefit of Agency and Client and their respective successors or assigns.

IN WITNESS WHEREOF, this Agreement is executed effective as of the Effective Date.

STAFF CARE, INC.

University Medical Center of Southern Nevada

DocuSigned by:
 BY: Von Mikeworth
 PRINT NAME: Von Mikeworth
 TITLE: Sr. Manager, Accounts
 DATE: 4/1/2020

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
Sole Proprietorship	Partnership	Limited Liability Company	<u>Corporation</u>	Trust	Non-Profit Organization	Other
Business Designation Group (Please select all that apply)						
MBE	WBE	SBE	PBE	VET	DVET	ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Staff Care, Inc.						
(Include d.b.a., if applicable)						
Street Address:		8840 Cypress Waters Blvd. Ste. 300		Website: www.staffcare.com		
City, State and Zip Code:		Dallas, TX 75019		POC Name: Von Mikeworth Email: Von.Mikeworth@staffcare.com		
Telephone No:		(469) 524-1473 ext. 7222		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

Yes

No

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

Yes
No

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Jenna Hill

Signature

Jenna Hill

Print Name

RFP Specialist

Title

4/6/2020

Date

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment Two to Agreement for Remote Application Support and Revenue Cycle Denials, Coding, and Quality Optimization	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 11
Recommendation: That the Governing Board approve 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; and authorize the Chief Executive Officer to sign the Amendment. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: Remote Application Support and Revenue Cycle Denials, Coding, and Quality Optimization
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 7/1/2019 – 7/31/2023
Amount: NTE \$5,689,040.00
Out Clause: 30 days for convenience

BACKGROUND:

On July 1, 2019, UMC and BlueTree Networks, Inc., entered into an Agreement for Remote Application Support and Revenue Cycle Denials, Coding, and Quality Optimization to create a platform for long-term sustainability by helping to implement best practice operational workflows, and reporting tools to support long-term success for UMC.

On August 13, 2019, Amendment One revised utilization and reallocated service funding. The term was not affected.

This Amendment Two extends the term through July 31, 2023, amends service funding, and revises the scope. This Amendment Two also updates the total Not to Exceed amount to \$9,559,000.00.

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

Cleared for Agenda
April 29, 2020

Agenda Item #

11

BlueTree Network, Inc., holds a valid business license in Clark County, Nevada.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Page Number
2

AMENDMENT TWO TO AGREEMENT FOR REMOTE APPLICATION SUPPORT & REVENUE CYCLE DENIALS, CODING, AND QUALITY OPTIMIZATION

This Amendment is made and entered into as of this 1st day in May, 2020 by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “UMC”) and BLUETREE NETWORK, INC. (hereinafter referred to as “COMPANY”).

RECITALS

WHEREAS, on July 1, 2019, UMC and COMPANY entered into an Agreement for Remote Application Support & Revenue Cycle Denials, Coding, and Quality Optimization (hereinafter referred to as the “Agreement”); and

WHEREAS, on August 13, 2019, UMC and COMPANY entered into Amendment One of the Agreement; and

WHEREAS, COMPANY and UMC desire to amend the Agreement further with this Amendment Two to amend service funding, revise scope, and extend the term.

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

1. Section I of the Agreement shall be amended to reflect a term end date of July 31, 2023.
2. Section II(A) of the Agreement shall be amended to reflect a not to exceed amount of \$9,559,000.00.
3. Exhibit A of the Agreement shall be deleted and replaced with the Exhibit A.1 attached hereto.
4. Appendix A of the Agreement shall be deleted and replaced with the Appendix A.2 attached hereto. The total amount for the Agreement is reflected in the updated do not exceed amount of \$9,559,000.00.

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

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

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

COMPANY:

BlueTree Network, Inc.

By: _____
Name: _____
Title: _____

HOSPITAL:

**University Medical Center
of Southern Nevada**

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

EXHIBIT A.1

1. PROJECT DESCRIPTION

Overview of Services

COMPANY will provide HOSPITAL with an integrated team to provide three core Services: Information Technology Support consisting Application Analysts and Analytics Support (“IT Support”), application management support (“Application Management”), and strategic project support (“Strategic Projects”) as detailed below.

Services will be performed both remotely and onsite as needed and agreed upon during project scoping; and varies by role. The parties will mutually agree to any specific onsite schedules for all COMPANY resources.

COMPANY resources will provide HOSPITAL with up to 40 hours per week of Services per week (“FTEs”).

IT Support:

Application Analysts

- Provide HOSPITAL with resources to backfill long-term and open FTE positions. Hours per week and resource durations will be mutually agreed upon by the parties.
 - Long-term: Three (3) FTE providing Services up to 40 hours per week, for a duration of three (3) years, and a minimum of twelve (12) month duration per resource
 - Backfill: Three (3) FTE providing Services up to 40 hours per week, per resource for a minimum duration of three (3) months per resource
- Support HOSPITAL projects or special project requests requiring IT build/focus

Analytics

- Provide HOSPITAL with resources to backfill long-term and open FTE positions to provide Analytics Services.
 - Fiscal Year 1: Two (2) FTE providing Services up to 40 hours per week, per resource
 - Fiscal Year 2-3: One (1) FTE providing Services up to 40 hours per week
 - Upon HOSPITAL’s written request to COMPANY, COMPANY will provide HOSPITAL up to four (4) FTEs over the duration of the Agreement

Application Management:

- Provide HOSPITAL with resources to manage the following:
 - Hospital Billing Managed Care and Government Contracts build and maintenance
 - Epic build related CDM responsibilities after a definition exercise has been completed by the parties
- In-scope items for Application Management are provided in Exhibit A.2
 - Note: Any changes to Exhibit A.2 will be agreed upon by the parties in writing

Strategic Projects:

COMPANY will complete up to 24 special project sprints, as agreed upon by the parties (“Sprint”).

- Each Sprint will last an approximate duration of forty-five days
- Multiple Sprints can be applied to a single project for larger, strategic needs
- COMPANY and HOSPITAL will review requested projects and develop an annual roadmap to prioritize projects and allocate Sprints to final project list
- The parties will agree to attend regular check ins to evaluate Sprint needs and COMPANY progress on current Sprint allocations
- Examples of potential Sprint initiatives are provided in Exhibit A.3

*Note: Exhibit A.3 is illustrative in nature and does not reflect the final list of Sprints COMPANY will provide HOSPITAL. All Sprints to be mutually agreed upon by the parties during the aforementioned check ins.

This Agreement and scope of work is subject to and conditional upon COMPANY’s successful EPIC application for EPIC access as needed by each COMPANY participant in accordance with EPIC requirements.

Note: COMPANY will adjust team members based on final project scope and ensure subject matter experts are available for each type of project or in the event of HOSPITAL request.

Deliverables:

Upon completion of Services, COMPANY will provide HOSPITAL with the following:

- Monthly executive summary
- Weekly or bi-weekly progress reports
- A project charter service as a Service Level Agreement detailing, per individual project:
 - In-Scope, Out-of-Scope items
 - Key Milestones
 - Project-level deliverables
- Project-level deliverables as detailed in the project charter
- Presentations and additional materials necessary to successfully kick-off and wrap-up individual projects

Project Requirements:

In order for COMPANY to perform the work described in this Agreement, HOSPITAL agree to:

- Partner with COMPANY as a team to implement the objectives and activities, based on mutually agreed upon project approach and timeline
- Provide COMPANY access to necessary personnel, background information, and documentation in a timely manner including:
 - Existing technical and application-level materials
 - Current state workflows, current issues, initiatives underway
- Grant COMPANY end-user and administrative system access to HOSPITAL’s instance of Epic on or before project start date, so COMPANY may perform the following functions:
 - Review system settings
 - Run relevant reports
 - Prepare and implement build recommendations

EXHIBIT A.2

IT Support| Application Management

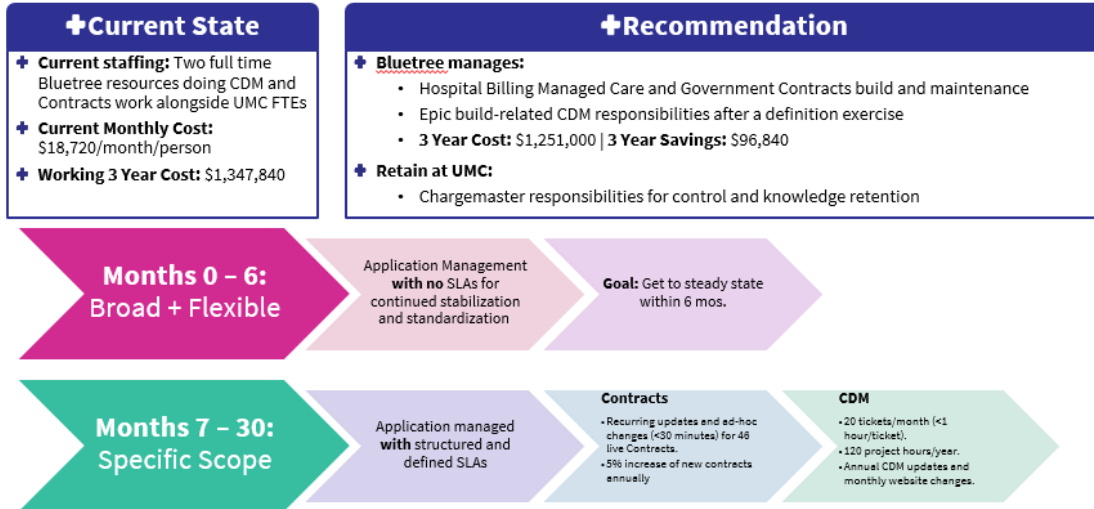


EXHIBIT A.3

Strategic Projects | Potential Year 1 Initiatives

Potential Project	Description
Contract Management <i>1 - 2 Sprints</i>	Use new variance management data to inform contract build priorities
Patient Financial Experience <i>8 - 12 Sprints</i>	- Basic Patient Estimates (2-4 sprints) - Negotiated Rate Posting Requirement - CY20 OPPS Proposed Rule (.5 - 1 sprint) - Propensity-to-Pay Gap Analysis (1 sprint) - Re-allocate staff to focus on self-pay balances (1 sprint) - MyChart Adoption (2-4 sprints) - Eligibility Vendor Selection (1 sprint)
PB Denials and Unpaid Claims Analysis <i>2 - 3 sprints</i>	Interpret your denials and unpaid claims data to bring key stakeholders together to validate insights concerning unnecessary revenue loss
Advanced CFB Dashboard <i>1 sprint</i>	Monitor CFB directly in Epic and trend edits more effectively using advanced reporting tools such as <u>PowerBI</u>
Advanced Claims <i>3-5 sprints + TBD</i>	- Automate Claim attachments (0.5 sprints) - Screen scraping payer websites to create additional information in Epic for use in workflows for NV Caid Denials (2 sprints) - Implement 276/277 responses from all payers and get the response information in Epic early (1 sprint) - Clearinghouse real-time edit interfaces ((# of sprints TBD)
Additional Potential Projects <i>Additional Scoping Required</i>	- Transfer Center Implementation (# of sprints TBD) - Real-time Location Management (# of sprints TBD) - Revenue Guardian Optimization (# of sprints TBD) - IT Process Improvement + Strategic Planning (# of sprints TBD)

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APPENDIX A.2

This Appendix A.2 sets forth the compensation payable by HOSPITAL to COMPANY:

Compensation. In consideration of the provision of Services pursuant to this Agreement, and upon receipt of an invoice from COMPANY, HOSPITAL will pay COMPANY the corresponding monthly price per COMPANY FTE as provided below:

- IT Support*:
 - o Long term: \$19,063/FTE
 - o Backfill: \$19,583/FTE
 - o Analytics: \$20,754/FTE
- Application Management
 - o As displayed in the Invoicing Table below
- Strategic Projects
 - o COMPANY will provide HOSPITAL with up to 24 Sprints total
 - o Each Sprint will be billed at \$125,000

Invoicing and Payment. Pricing goes into effect upon the commencement of this Amendment #2. COMPANY shall submit invoices to HOSPITAL by the fifteenth (15th) day of each month for Services performed during the previous month per the below invoicing schedule. HOSPITAL shall pay any undisputed invoices net thirty (30) days after receipt of invoice. For FTE durations that do not last an entire calendar month, COMPANY will prorate the monthly billable amount to the corresponding number of business days and submit an invoice to HOSPITAL at the prorated monthly rate.

*All Services provided under IT Support are subject to an annual 3% increase of any then current pricing, with the increase effective in July of the current calendar year. Annual increases are reflected in the total cost for the Service in the Invoicing Table below.

Invoicing Table

Month	Invoicing Date	IT Support Resources	App Mgmt	Strategic Projects	Total Amount
July 2020	By Aug 15, 2020	As Used	\$33,810.81	As Used	-
August 2020	By Sept 15, 2020	As Used	\$33,810.81	As Used	-
September 2020	By Oct 15, 2020	As Used	\$33,810.81	As Used	-
October 2020	By Nov 15, 2020	As Used	\$33,810.81	As Used	-
November 2020	By Dec 15, 2020	As Used	\$33,810.81	As Used	-
December 2020	By Jan 15, 2021	As Used	\$33,810.81	As Used	-
January 2021	By Feb 15, 2021	As Used	\$33,810.81	As Used	-
February 2021	By Mar 15, 2021	As Used	\$33,810.81	As Used	-
March 2021	By Apr 15, 2021	As Used	\$33,810.81	As Used	-
April 2021	By May 15, 2021	As Used	\$33,810.81	As Used	-
May 2021	By June 15, 2021	As Used	\$33,810.81	As Used	-
June 2021	By Jul 15, 2021	As Used	\$33,810.81	As Used	-
July 2021	By Aug 15, 2021	As Used	\$33,810.81	As Used	-

August 2021	By Sept 15, 2021	As Used	\$33,810.81	As Used	-
September 2021	By Oct 15, 2021	As Used	\$33,810.81	As Used	-
October 2021	By Nov 15, 2021	As Used	\$33,810.81	As Used	-
November 2021	By Dec 15, 2021	As Used	\$33,810.81	As Used	-
December 2021	By Jan 15, 2022	As Used	\$33,810.81	As Used	-
January 2022	By Feb 15, 2022	As Used	\$33,810.81	As Used	-
February 2022	By Mar 15, 2022	As Used	\$33,810.81	As Used	-
March 2022	By Apr 15, 2022	As Used	\$33,810.81	As Used	-
April 2022	By May 15, 2022	As Used	\$33,810.81	As Used	-
May 2022	By June 15, 2022	As Used	\$33,810.81	As Used	-
June 2022	By Jul 15, 2022	As Used	\$33,810.81	As Used	-
July 2022	By Aug 15, 2022	As Used	\$33,810.81	As Used	-
August 2022	By Sept 15, 2022	As Used	\$33,810.81	As Used	-
September 2022	By Oct 15, 2022	As Used	\$33,810.81	As Used	-
October 2022	By Nov 15, 2022	As Used	\$33,810.81	As Used	-
November 2022	By Dec 15, 2022	As Used	\$33,810.81	As Used	-
December 2022	By Jan 15, 2023	As Used	\$33,810.81	As Used	-
January 2023	By Feb 15, 2023	As Used	\$33,810.81	As Used	-
February 2023	By Mar 15, 2023	As Used	\$33,810.81	As Used	-
March 2023	By April 15, 2023	As Used	\$33,810.81	As Used	-
April 2023	By May 15, 2023	As Used	\$33,810.81	As Used	-
May 2023	By June 15, 2023	As Used	\$33,810.81	As Used	-
June 2023	By Jul 15, 2023	As Used	\$33,810.81	As Used	-
July 2023	By Aug 15, 2023	As Used	\$33,810.81	As Used	-
			\$4,286,880	\$1,251,000	\$3,000,000
					\$9,559,000

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:		BlueTree Network, Inc.				
(Include d.b.a., if applicable)		N/A				
Street Address:		4513 Vernon Blvd, Ste 301		Website: https://www.bluetreenetwork.com/		
City, State and Zip Code:		Madison, WI 53705		POC Name: Legal Department Email: legal@bluetreenetwork.com		
Telephone No:		(608)729-7355		Fax No: (608)237-2450		
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)
Reggie Luedtke	Founder	28.5%
Theodore Gurman	Founder	32.5%

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

- 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.)
- 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	Jeremy Schwach Print Name
President Title	07/11/18 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Maintenance Renewal and Amendment 1 with Citrix Systems, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 12
Recommendation: That the Governing Board approve the Maintenance Renewal and Amendment 1 to the Enterprise License Agreement between Citrix Systems, Inc. and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his delegation of authority; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Hardware/Software Maintenance Agreement
Bid/RFP/CBE: NRS 332.115(1)(h) – Computer Software
Term: 03/12/2020 – 03/12/2023
Amount: Additional NTE \$567,281.41
Out Clause: W/o cause with written notice (no time)

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

BACKGROUND:

In February 2018, Citrix Systems, Inc., and UMC entered into a Maintenance Agreement (“Agreement”) under which Citrix Systems provides services to UMC to support UMC’s Citrix Environment. In February 2019, the Agreement was renewed to extend the term through February 13, 2020.

This Renewal extends the term of Citrix services through March 12, 2023 at a total cumulative spend of \$934,502.90.

UMC’s Director of Information has reviewed the Maintenance Renewal and Amendment 1 and recommends approval of the Maintenance Renewal and Amendment 1. This Maintenance Renewal and Amendment 1 have been approved as to form by UMC’s Office of General Counsel.

This Maintenance Renewal and Amendment 1 were reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for approval by the Governing Board.

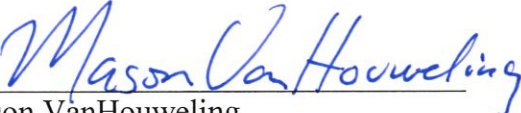
Page 117 of 224

Cleared for Agenda
April 29, 2020

Respectfully submitted,

Agenda Item #

12


Mason VanHouweling
Chief Executive Officer



University Medical Center of Souther Nevada

Org ID: 49798157

1800 W Charleston Blvd,
Las Vegas, NV, 89102-2386, USA
Phone: (702) 3833690

Quote ID
Q-01142179

Reference Number

Quote Created Date
4/14/2020

Quote Expires
5/22/2020

Quote Status
Approved

SRP(USD)
834,126.90

Program Discount(USD)
255,451.36

Additional Customer Discount (USD)
11,394.13

Sales Exception ID
328735

Issued By: North America: Citrix Systems, Inc. 851 West Cypress Creek Road Fort Lauderdale, FL 33309 USA

Review the Quote

Review the quote you requested to renew the following Citrix Maintenance program offerings. This quote is not valid if past the expiration date or if not approved.

Transact the Quote

To transact this quote, please access our online renewal tool located at www.citrix.com/myaccount/renew or contact your Citrix Sales Representative.

More Information

For more information and the terms and conditions of Citrix Maintenance programs, please visit www.citrix.com/support/programs/.

If you do not have a current license program registration or other applicable agreement, maintenance is offered under the Easy program registration terms on www.citrix.com and your order will confirm your acceptance of those terms.

Price excludes any applicable customs, taxes, shipping or other local country fees.

Final PSRP (USD)
567,281.41

Service Renewal Quote for Customer: University Medical Center of Souther Nevada
This is not an offer or price commitment. Please refer to the disclaimer for more information.



Service Level: Select								
Product Suite	Transaction Type	Serial Number	Program Level	Current Service End Date	New Service Start Date	New Service End Date	User Count	Final PSRP (USD)
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Reinstatement	LA-0002317274-16520	ELA-3	3/12/2020	3/13/2020	4/14/2021	112	13,046.53
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Late Fee	LA-0002317274-16520	ELA-3	3/12/2020	3/13/2020	4/14/2021	112	0.00
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Renewal	LA-0002317274-16520	ELA-3	3/12/2020	4/15/2021	3/12/2023	112	22,456.77
Citrix Virtual Apps and Desktops Premium Edition - Per User	Reinstatement	LA-0001370709-56273	ELA-3	3/12/2020	3/13/2020	4/14/2021	2,200	135,942.47
Citrix Virtual Apps and Desktops Premium Edition - Per User	Late Fee	LA-0001370709-56273	ELA-3	3/12/2020	3/13/2020	4/14/2021	2,200	0.00
Citrix Virtual Apps and Desktops Premium Edition - Per User	Renewal	LA-0001370709-56273	ELA-3	3/12/2020	4/15/2021	3/12/2023	2,200	237,557.53
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Reinstatement	LA-0001630345-18245	ELA-3	3/12/2020	3/13/2020	4/14/2021	300	34,946.06
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Late Fee	LA-0001630345-18245	ELA-3	3/12/2020	3/13/2020	4/14/2021	300	0.00
Citrix Virtual Apps and Desktops Premium Edition - Concurrent User	Renewal	LA-0001630345-18245	ELA-3	3/12/2020	4/15/2021	3/12/2023	300	60,152.05
Service Level: Appliance Maintenance-Gold								
Product Suite	Transaction Type	Serial Number	Program Level	Current Service End Date	New Service Start Date	New Service End Date	User Count	Final PSRP (USD)
Citrix ADC SDX 14020 Appliance	Reinstatement	3ZUF5CTRJU	ELA-4	3/12/2020	3/13/2020	4/14/2021	1	11,482.03
Citrix ADC SDX 14020 Appliance	Late Fee	3ZUF5CTRJU	ELA-4	3/12/2020	3/13/2020	4/14/2021	1	0.00
Citrix ADC SDX 14020 Appliance	Renewal	3ZUF5CTRJU	ELA-4	3/12/2020	4/15/2021	3/12/2023	1	20,107.97
Citrix ADC SDX 14020 Appliance	Reinstatement	44NH5CTJSA	ELA-4	3/12/2020	3/13/2020	4/14/2021	1	11,482.03
Citrix ADC SDX 14020 Appliance	Late Fee	44NH5CTJSA	ELA-4	3/12/2020	3/13/2020	4/14/2021	1	0.00
Citrix ADC SDX 14020 Appliance	Renewal	44NH5CTJSA	ELA-4	3/12/2020	4/15/2021	3/12/2023	1	20,107.97

Disclaimer: References to the end customer price is a recommended price only. Citrix does not control reseller prices or discounts and does not restrict the price at which channel partners sell, or end customers buy Citrix products, services, service renewals or extensions. This document may contain errors and Citrix reserves the right to correct any incorrect pricing. These suggested prices may be subject to additional local fees like customs, additional local taxes, shipping, or others. All purchase orders submitted for this quote must be paid within 30 days after the order is placed. Your invoice will reflect all applicable tax due. All payments are non-refundable. Nothing contained in any purchase order or any other document submitted by you shall in any way add to or otherwise modify these terms and conditions. If you do not have a current license program registration or other applicable agreement, maintenance is offered under the current version of the relevant product EULA or EUSA which can be viewed at <https://www.citrix.com/buy/licensing/agreements.html>. As we are unifying our portfolio, our product names are changing. You may be purchasing a product that is impacted by these changes. Therefore, the product interface may reflect a different name than the product name included in this transaction while we roll out our new portfolio. Click here <https://www.citrix.com/about/citrix-product-guide/> for more information.

Service Renewal Quote for Customer: University Medical Center of Souther Nevada
This is not an offer or price commitment. Please refer to the disclaimer for more information.

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: CITRIX SYSTEMS, INC.						
(Include d.b.a., if applicable)						
Street Address: 851 WEST CYPRESS CREEK ROAD			Website: WWW.CITRIX.COM			
City, State and Zip Code: FORT LAUDERDALE, FL 33309			POC Name:			
			Email:			
Telephone No: (954) 267-3000			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

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

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

- 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.)
- 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 CONTRACT MANAGER, LEGAL DEPT.	Print Name PERRY I. PEREZ Date 2-12-18
--	---

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**AMENDMENT #1 TO THE
CITRIX ENTERPRISE LICENSE PROGRAM
FOR UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
REGISTRATION NO. 206271**

This Amendment #1 (“Amendment”) is made as of the 30th day of April, 2020 (“Amendment Effective Date”) between University Medical Center of Southern Nevada (“you” or “Customer”) and Citrix Systems, Inc. (“Citrix”).

Citrix and you agree to amend the Enterprise License Program terms, and included applicable Citrix License Agreement, applicable to your Program registration No. 206271 (“Agreement”), as follows:

1. Amendment Term. The term of this Amendment shall be three (3) years, beginning on the Amendment Effective Date. This Amendment shall be valid only if signed by both parties on or before April 30, 2020, and you timely complete the renewal of maintenance and/or support for all Products as set forth in Citrix Quote Q-01142179 dated April 14, 2020; otherwise this Amendment shall be null and void and there will be no Amendment term.
2. Notwithstanding anything set forth in Section 12 of the applicable Citrix License Agreement, if the entity licensing the Product and providing Maintenance to you is Citrix Systems, Inc., this AGREEMENT will be governed by the laws of the State of Nevada without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, the parties consent to the exclusive personal jurisdiction and venue in the State and Federal courts within Clark County, Nevada.
3. All capitalized terms used herein and not defined shall have the meaning given in the Agreement. This Amendment supersedes any contrary or inconsistent provisions of the Agreement. Other than as specifically amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, in consideration of the foregoing and intending to be legally bound hereby, Citrix and you have executed this Amendment to be effective as of the Amendment Effective Date.

CITRIX SYSTEMS, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Issue:	Agreement for Ambulatory Care Janitorial Services with SMS Healthcare, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 13
Recommendation: That the Governing Board ratify the Agreement for Ambulatory Care Janitorial Services with SMS Healthcare Care, Inc.; authorize the Chief Executive Officer to exercise renewal options; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000846000
Description: EVS Services
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: Three years with two 1-year options
Amount: Not to Exceed \$4,500,000
Out Clause: 30 days w/o cause

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

BACKGROUND:

This request is for ratification of an agreement with SMS Healthcare, Inc. to provide ongoing and routine janitorial services at UMC's ambulatory facilities. The agreement term is from April 6, 2020 through March 31, 2023 unless terminated with a 30-day written notice. The agreement has the option to extend for two 1-year terms. Staff also requests authorization for the Chief Executive Officer to exercise the renewal options if deemed beneficial to UMC.

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

UMC's Executive Director of Ambulatory and Med Staff Services and the Director of Environmental Services have reviewed and recommended ratification of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

SMS Healthcare has a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 22, 2020 meeting and recommended for ratification by the Governing Board.

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Respectfully submitted,

Cleared for Agenda
April 29, 2020

Mason VanHouweling
Chief Executive Officer

Agenda Item #

13

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
AMBULATORY CARE JANITORIAL SERVICES**

SMS HEALTHCARE, INC.
NAME OF FIRM
Denny Lyons Director of Business Development and Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
7135 Charlotte Pike Suite 100 Nashville, TN 37209
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
615-864-6157
(AREA CODE) AND TELEPHONE NUMBER
DLyons@smshealthcare.com
E-MAIL ADDRESS

AGREEMENT FOR AMBULATORY CARE JANITORIAL SERVICES PROJECT

This Services Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and SMS HEALTHCARE, INC. (hereinafter referred to as "COMPANY"), for HOSPITAL'S Ambulatory Care Janitorial Services project (hereinafter referred to as "PROJECT") and is entered into in connection with that certain Purchasing Agreement, HPG-5921, dated September 1, 2017, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and COMPANY ("Purchasing Agreement"). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement, except as may otherwise be provided in this Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of this Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$4,500,000 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 Effective Date for a period of three (3) years (Initial Term), at the option of the HOSPITAL this Agreement may be extended for up to two (2) additional one (1) year periods ("Renewal Term") thereafter HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience. HOSPITAL shall give COMPANY notice of its intent to exercise each right to extend at least (60) days in advance of the expiration of the Initial Term or then current Renewal Term. During the Initial Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. For purposes of clarity, the Initial Term and Renewal Term shall be referred to herein as the "Term".

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$4,500,000.00. 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.
2. Payment of invoices will be made within sixty (60) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. 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, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in the Total Bid Amount 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 this paragraph A.2 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 this paragraph A.2 above.

4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. In the event that the COMPANY has a vacant position with the Management Personnel and it results in having less than the agreed upon permanent Management Personnel positions filled for longer than one month, HOSPITAL may request to be credited \$5,000 per month during the term of the vacancy. As an alternative, COMPANY may submit a suitable temporary management replacement candidate who has been mutually approved by both parties. Should both parties agree to vacancy as opposed to utilizing a temporary replacement, HOSPITAL may choose to waive the monthly fee.
6. 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, which have not been previously paid to COMPANY.
7. 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.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
9. Pricing shall remain firm for the Initial Term. At each anniversary date of this Agreement, at which HOSPITAL extends the original period, the cost of the Service will be adjusted to reflect the lesser of three percent (3%) or any change, which may have occurred in the Consumer Price Index, Other Goods and Services category published in the month immediately prior to any renewal by the U.S. Department of Labor ("CPI") for each year of this Agreement. Changes shall take effect on the anniversary date of this Agreement.

In the event COMPANY experiences documentable increases to the costs for labor, governmental regulation, and/or or unavoidable increases in the cost of materials, gasoline, natural gas, electricity, costs of water, sewage, or waste disposal, COMPANY may elect to increase pricing as long as the documentable increases continue to exist. COMPANY shall provide at least ninety (90) days' notice for HOSPITAL to review any proposed increase. HOSPITAL must notify COMPANY in writing of their acceptance or rejection of the increase. If HOSPITAL rejects the increase, COMPANY may, at its option, cancel this Agreement within ninety (90) days thereafter. If COMPANY decides to cancel this Agreement, COMPANY must notify Hospital of such termination in writing and continue to service HOSPITAL for up to an additional ninety (90) calendar days ("Transition Period"). HOSPITAL will be responsible for paying the services on a month to month basis during the Transition Period, commencing on the date HOSPITAL received notification of cancellation from COMPANY.
10. Hourly Rate.
 - a) Emergency and/or on call service will be billed at the rate of \$XX.XX per hour. However, any emergency calls caused by the failure of COMPANY to secure and lock doors or windows or to set alarms shall be at COMPANY's expense. The Emergency Communication Plan detailing what constitutes emergency/on-call service will be communicated to Hospital prior to the start date.
 - b) COMPANY will provide a day porter for peak times at a bill rate of \$ XX.XX per hour, with a minimum of 2 hours of daily billing for the position.
11. It is expressly agreed that, in the event, the Minimum Wage is increased during the Term of this Agreement by either the Federal Government, State Government, or a Living Wage Agreement within which this Agreement is performed, this Agreement may be increased proportionately to reflect such an increase.

B. 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. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

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. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- 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 of 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.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. 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.
- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to

time. HOSPITAL will provide a copy of said policy upon COMPANY request.

- F. 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. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products 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 work products:
 - 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.
- H. 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.
- I. 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, Director of Environmental Services, telephone number (702) 765-7930 or designee. HOSPITAL's representative may delegate any or all of their 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. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. 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.

- E. 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, except in the event of Force Majeure as provided herein this Agreement, 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.
- C. In the event that COMPANY fails to render cleaning services to any clinic within the contractual agreement complete the PROJECT within the time specified in thereof, COMPANY shall pay to HOSPITAL for the service delay for at a rate of \$100.00 an hour for each hour that the clinics operations are hindered due to lack of cleaning services.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 should the defaulting party fail to remedy or cure within the prescribed thirty (30) days, this Agreement will terminate.
- b. an opportunity for consultation with the terminating party prior to termination.

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 unperformed services.

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 unperformed services; and
- 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 H.
- 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. 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.
5. Force Majeure. Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party will be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** 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 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: Attn: Scott Born
Service Management Systems, Inc.
7135 Charlotte Pike, Suite 100
Nashville, TN 37209
Phone: (615) 399-1938
Email: sborn@smsclean.com

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 it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded 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 the 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 the Agreement, terminate the 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, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

G. Governing Law/Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada.

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 requests 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 the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by Supplier and to verify the nature of the services being invoiced, but does not include the right to review personal information of Supplier's employees, or proprietary

information of Supplier, including but not limited to Supplier's underlying cost, markup or overhead rates.

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. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

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. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

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. Clark County Business License / Registration

COMPANY warrants that it has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

R. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies 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 WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

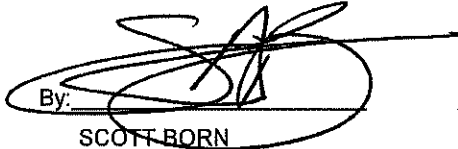
HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:  4/6/2020
MASON VANHOUEWELING
Chief Executive Officer
DATE

COMPANY:

SMS HEALTHCARE, INC.

By:  4/3/2020
SCOTT BORN
President
DATE

**EXHIBIT A
AMBULATORY CARE JANITORIAL SERVICES PROJECT
SCOPE OF WORK**

WORK TO BE PERFORMED:

Ambulatory Care Centers Janitorial Services

HOSPITAL owns and/or occupies a variety of buildings in the Las Vegas Valley. The janitorial services shall be performed within the clinics. The Agreement will require COMPANY to resourcefully create a plan to execute the janitorial services that clearly defines the frequency of the clinic cleaning, along with response times for emergencies or unanticipated events with a response time not to exceed greater than 30 minutes along with a provision for weekly rounding on all clinics to ensure cleanliness is being maintained. COMPANY will be required to furnish all the necessary materials, labor, equipment, transportation, other implements, and cleaning materials to complete the janitorial services. Janitorial services would be rendered at (11) Ambulatory Care Centers listed below. Additional clinic locations or hours may be added and will require the same level of service for janitorial services; location of clinics will be provided prior to opening and applicable change in rates will be negotiated.

Peccole Ranch Primary /Quick Care 9320 W. Sahara Ave. Las Vegas, NV 89117	Spring Valley Primary/ Quick Care 4180 S. Rainbow Blvd. #810 Las Vegas, NV 89103
Rancho Quick Care 4231 N. Rancho Drive Las Vegas, NV 89130	Nellis Primary/ Quick Care 61 N. Nellis Blvd. Las Vegas, NV 89139
Sunset Primary/ Quick Care 525 Marks St. Henderson NV 89014	Blue Diamond Quick Care 4760 Blue Diamond Rd. #110 Las Vegas, NV 89139
Summerlin Primary/Quick Care 2031 N. Buffalo Drive Las Vegas, NV 89128	Centennial Hills Primary/Quick Care 5785 Centennial Center Blvd #190 Las Vegas, NV 89149
Southern Highlands Primary Care 11860 Southern Highlands Pkwy #102 Las Vegas, NV 89141	Wellness Center 701 Shadow Ln. Las Vegas, NV 89106
Enterprise Occupational Medicine/ Workmans' Compensation/ Quick Care 1700 Wheeler Peak Dr. Las Vegas, NV 89107	UMC Floors 1 st -6 th 2040 W. Charleston Las Vegas, NV 89106

Usage and financial reports to be generated and submitted to Environmental Services or UMC appointed representative on a monthly basis. Reports are to include daily usage data, as well as the daily financial equivalents. Service completion is the project milestone. Additional follow up regarding training completion, transition milestones and quality assurance rounds will be conducted quarterly.

COMPANY RESPONSIBILITIES

Supply ordering both initial and continual will be the sole responsibility of the COMPANY. COMPANY shall maintain adequate supplies within each clinic and also order the supplies listed on EXHIBIT (E) Mandatory Supply List. COMPANY shall consult with HOSPITAL appointed Director to change or replace chemicals outside of the designated list prior to changes made.

Keys/Access Cards: SMSHC shall have full responsibility for protection of all keys/access cards furnished to SMSHC and SMSHC employees. SMSHC will also be responsible for ensuring UMC's facilities are properly secured upon completion of performance of service. SMSHC shall be required to sign UMC's form before the key(s) / access card(s) are issued and upon completion of Agreement or at UMC's request shall surrender keys(s) / access card(s) and obtain documentation of compliance. Should SMSHC fail to surrender all key(s) / access card(s) upon completion or termination of Agreement, SMSHC shall be responsible for all cost associated with replacing these items.

30 / 60 / 90 Day Janitorial Projects

Company shall provide daily cleaning in accordance with the Service Level Agreement. EXHIBIT (G)

**Quick Cares: Seven (7) Nights Per Week
Primary Cares: Five (5) Nights Per Week: Including Weekends**

Public Areas

A. Common areas, offices, breakroom, kitchen, halls and meeting rooms

Daily Services

1. Gather all waste and recycle and place in containers at pickup areas.
2. Replace liners as needed.
3. Replenish hand hygiene products as needed
4. Remove from office areas flattened cartons or boxes marked to throw away/recycle
5. Spot clean trashcan tops and sides
6. Vacuum all carpets
7. Sweep or dust mop all hard floors
8. Spot mop all hard floors
9. Spot clean finger marks from doorways, walls and wall switches
10. Spot clean fingerprints, smudges and stains on building directories, door frames, wall switches, relights and glass partitions.
11. Arrange magazines and leaflets neatly where applicable
12. Clean stains from desks, counters, table and other horizontal surfaces
13. Spot clean fronts of cabinets
14. Wipe down lobby chairs, table tops, and disinfect door knobs
15. Clean Doors
16. Clean all interior/exterior glass and windows

Weekly Services

1. Clean desktops when cleared
2. Dust all desktops, tables, chairs, windowsills, to include window with in the clinic,

cabinets and other horizontal surfaces within reach

3. Clean base board
4. Clean computer monitors and keyboards with appropriate cleaning supplies
5. High dusting of light fixtures, tops of shelves, cabinets, and other structures

Monthly Services

1. Perform high dusting to include door frames and tops of cabinets (To be completed on a rotating basis through office)
2. Dust picture frames
3. Wash and disinfect trash receptacles when a spill from a broken liner occurs, as needed.

Quarterly Services

1. Edge carpets
2. Vacuum ceiling and wall vents

B. Breakroom and Kitchen: Daily Service

Nightly Services

1. Pick up and stack neatly all magazines and newspapers. (Breakroom only)
2. Wipe clean table tops
3. Wipe clean cleared areas of the counter tops.
4. Spot clean front of counters and walls.
5. Wipe clean outside of appliances and cabinets
6. Clean and polish sink
7. Replenish paper towels from building stock
8. Sweep floor
9. Mop floor
10. Gather waste and replace liner from building stock
11. Spot clean trashcan tops and sides
12. Clean doors and door knobs
13. Replenish hand hygiene products as needed

C. Restrooms: Daily Service

Nightly Services

1. Clean with disinfectant all restroom basins, counter tops, toilets and toilet seats
2. Keep fixtures clean from scale at all times
3. Sweep all restroom floors
4. Damp mop all restroom floors
5. Clean and polish all mirrors, chrome and hardware
6. Replenish toilet tissue, hand towels, hand soap, sanitizer, seat covers, and other restroom supplies
7. Gather all waste and replace liners in receptacles
8. Place "OUT OF ORDER" signs on plugged toilets and report to UMC engineering
<http://umc1.softwrench2.com/umcrequest>

Weekly Services

1. Spot clean restroom walls and partitions.

2. Polish all stainless steel dispensers
3. High dusting of light fixtures
4. Maintaining the entire building by sweeping and mopping of stairwells or applicable elevators and tracks

Monthly Services

1. Wash and disinfect trash receptacles, as needed
2. Vacuum dust from ceiling exhausts fans.
3. High dust mirror tops and partition tops

D. Exam rooms/ Procedural Areas / Nurses' Stations / Provider Offices/ Lab: Nightly Services

1. Gather all waste and recycle and place in containers at soiled utility room
2. Replace liners as needed.
3. Replace supplies to include (soap, sanitizer hand lotion, paper towels, sharps containers, trashcan liners)
4. Disinfect beds, recliners, side tables, sinks and counter tops
5. Spot clean walls and switch plates
6. Disinfect doors and wipe knobs
7. Floors dust mopped and sanitized, move wheeled equipment and racks, etc. in order to clean
8. Clean computer monitors and keyboards with appropriate cleaning supplies
9. Clean desks and counters
10. Clean sink in lab and exam rooms
11. Curtain removal is visibly
12. High dusting of all fixtures to include lights, soap, sanitizer, paper towel dispensers
13. Clean doors and door knobs

E. Floor care Services: Weekly Services (and/or as needed):

Floors should be maintained as needed to present an attractive appearance at all times.

1. Vacuum Carpet: Carpeted areas of lobbies, conference rooms, hallways, corridors, entrances, including entrance mats are to be thoroughly vacuumed dirt free.
2. Furnishings (chairs, wastebaskets, etc.) are to be moved and returned to their original locations to provide for vacuuming.
3. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

Monthly Services (and or as needed):

1. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition.
2. Carpet shampooing/extraction supersedes spot cleaning as needed on a routine schedule
3. Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

Nightly Services:

1. Ceramic Tile a) sweep ceramic tile floors: ceramic tile flooring shall be swept with a dust mop so as to leave the floor in a dirt (dust) free state. b) damp mop ceramic tile floors
2. Rubber/Laminate/Vinyl Flooring a) sweep tile floors: Resilient tile flooring (rubber, vinyl) shall be swept with a broom or dust mopped so as to leave the floor in a dirt (dust) free state. b) Damp mop tile/laminate/vinyl floors: Resilient floor surfaces shall be damp mopped to remove any dirt and all spills. Scuff marks or stains are not expected to be removed with damp mopping.

Weekly Services:

1. Machine Scrub Ceramic Tile Floors: Ceramic tile floor surfaces shall be machine scrubbed with an

effective detergent cleaner and neutralized. Ceramic tile flooring shall be maintained to remove stains, smudges, scuff marks, and dried refuse.

2. Deep clean laminate/vinyl floors.

F. Other services (as needed)

1. Dust all ledges and other flat surfaces including windowsills, chairs, tables, pictures and all manner of furnishings within reach with a treated cloth. Use extension pole for high window ledges and core lighting. Weekly
2. Remove fingerprints, smudges and stains on building directories, door frames, wall switches, and glass partitions. Daily
3. Spot clean all vinyl wall coverings and painted surfaces. Weekly
4. Fire hose cabinets in a clean and orderly condition. Monthly
5. Turn off all lights, leaving on only the emergency lights. Daily
6. Dust signs with dry clean cloth. Weekly
7. Maintain attractive appearances at entrances of the clinic by maintaining fixtures and area within 15ft of the property to including but not limited to: glass doors and windows, benches, walk-off matting, and trash cans. Daily
8. All cleaning should be performed using an industry standard disinfectant for proper sanitation. Daily
9. Report all mechanical deficiencies, i.e. dripping faucets, running toilets and items that are cleaned which need to be repaired/repainted; such as doors, countertops, flooring to the engineering department at :<http://umc1.softwrench2.com/umcrequest>. - Daily
10. Masking odors with deodorizers shall not be used in lieu of disinfectants.
11. Curtain maintained to include removal and replacement of disposable / reusable curtains every six (6) months and/or if visibly soiled (As Needed) or per manufacture guidelines. Vendor will purchase the necessary equipment i.e.: step ladder per clinic for safe removal of curtains. - Nightly
12. Battery replacement of cactus sinks (pharmaceutical). As Needed
13. Remove and discard any identified small furniture upon request of the clinic management team.
14. SMS will coordinate clinic-to-clinic internal furniture moves with the site supervisors.
15. Review clinic cleaning supplies to ensure no expired product in accordance with regulatory agencies and replenish supplies as needed keeping optimum par levels.

COMPANY will provide as outlined below:

Reporting

Supply usage report and financial reports to be generated and submitted to Environmental Services or UMC appointed representative on a monthly basis. Service completion is the project milestone. Additional follow up regarding training completion, transition milestones and quality assurance rounds will be conducted quarterly.

Training Programs

SMSHC must perform work at the highest standards of cleaning practices in conjunction with infection control practices, with key staff having current knowledge of best management practices (BMP's) regarding infection control and standard precautions for cleaning in a healthcare environment. Services must be performed under the direct on-site supervision of a qualified SMSHC EVS Manager or Director. Ensure products are reviewed to ensure no expired products or supplies and items are stored and maintained in accordance with regulatory requirements.

EVS Director/Site Supervisor

The EVS Director/Site Supervisor is the most important management position in our organization. The EVS Director/Site Supervisor is responsible for orchestrating all systems and procedures of our quality control program and directing every phase of our operation all in an effort to do "Whatever it takes" to provide CCT Eyes with the quality of service that is unequalled in the industry. All of our EVS Director/Site Supervisors are required to complete our progressive management training course, a 260-hour program we developed to meet and exceed our customers' standards of excellence.

This intense, hands-on program covers every aspect of our business from technical to administrative to financial – to ensure that all of our EVS Director/Site Supervisor are able to offer the best possible service. One of the most critical responsibility areas for new managers is developing a working knowledge of all financial reports associated with managing a cost center. Hands-on training is enhanced with written guidelines and instructions in the EVS Director's Manual. Each manager is given a copy of this valuable tool when they begin employment. Managers are required to have an updated copy on site at all times. The EVS Director's Manual serves as a resource in their day-to-day operations. All EVS Director/Site Supervisors have performed the hands-on technical tasks expected of our non-exempt employees. Once training is complete, our EVS Director/Site Supervisors are supported at all times by a professional staff of regional and corporate support.

Continuous Management Training

A. FACTS IN 5, YOUR 5 MINUTE MANAGER SERIES

The *Facts in 5, Your 5 Minute Manager Series*, is a training initiative aimed at managers and field executives. It is a series of one-page training documents distributed on a monthly basis, intended to provide managers with training material that takes no more than five minutes to read and can be referred to easily in the future if or when the need arises. Our managers and field executives receive training covering the following topics:

Leave of Absence	Sexual and Other Forms of Harassment
Conducting an Investigation	Terminations
Discrimination	Interviewing
Accommodating Disabilities	Unions
Religious Accommodations	Unemployment Claims
Progressive Discipline	Fitness for Duty
Wage and Hour Issues	Workplace Violence Prevention

All managers participate in weekly one-on-one calls with the Area Manager to discuss the current HCAHPS/Patient Satisfaction initiatives, training programs, detail inspections, project planning, employee and customer satisfaction, and upcoming inspection readiness.

Hourly Employees/Line Staff

B. ORIENTATION

New SMSHC team members go through a thorough training process when they begin employment. The EVS Director/Supervisor gives each employee a one-on-one orientation. A standard orientation checklist is used to convey information in a consistent manner. One of the most important aspects of new employee orientation should consist of a complete review of the Personnel Policy Handbook.

Our janitors' recognition of their responsibilities and performance is vital to the companies we service. SMSHC not only recognizes this but trains our employees to as well. We train our employees on the following sections of Employee Responsibilities and Performance:

Customer service and relations	Confidential information
Telephone calls and messages	Communications and employee concerns
Quality of work	Safety, emergency and security procedures
Breakage, attendance and tardiness	Disciplinary procedures, grounds for immediate dismissal and rules to remember

Uniforms and Appearance

SMSHC employees will clean, neat, pressed and in good repair identifiable uniforms which provide adequate for coverage and safety. Identification badges must be worn at all times, above the waist, and clearly visible. Appropriate footwear (no open toed shoes) are required. No hats unless required for health or safety reasons. Every employee is expected to maintain an acceptable level of hygiene so as not to offend patients or staff. Tattoos that are lewd, fear inducing, gang related or advocate hate, sexual, racial, ethnic or religious discrimination shall not be visible or exposed while on duty.

(EXHIBIT I – SMS Uniform Standard)

C. NEW HIRE TRAINING

SMS NEW HIRE ORIENTATION SHALL BE COMPLETED WITHIN 6 MONTHS OF HIRE; SMS WILL BE REQUIRED TO SHARE MILESTONES OF COMPLETION DURING QUARTERLY FOLLOW UP MEETINGS WITH COMPANY

The EVS Director/Supervisor reviews the following sections:

Hiring, employment-at-will	Leave of absence
Probation period	Holidays
Vacations	Training period
Equal employment opportunity	Approved time off
Sexual harassment	Overtime, break periods and changes in personnel status

As part of the employee safety training, the EVS Director/Supervisor discusses the physical location of the safety equipment such as the MSDS book and location of emergency medical facilities. The employee is then given a safety test to certify their understanding of the Safety Program.

All employees will receive area specific training to include: fire exit routes, RACE, PASS, locations of fire extinguishers, hospital code responses, and how to effectively participate in hospital drills.

It is a top priority for our staff and locations to consistently meet and exceed the requirements for The Joint Commission, EPA, OSHA, AHCA, Health Department, and other government regulators. We operate our facility ready from any government agency through our training, daily quality control measures, constant updating of employee files, and emphasis of safety.

D. TRAINING COURSES

The following training topics are used for the front-line workers and floor care technicians at SMSHC:

Individual Training Record (Based on Position)

Floor Technician
Area Cleaner

OR Cleaner
Inpatient Unit Cleaner

Processes Training

Facility Specific Plans	Fire Safety Response
Infection Control	Disaster Response
Inclement Weather Plan	Positive/Negative Pressure
Special Unit	Critical Area Cleaning (Surgery, MRI, Pharmacy)

Monthly Training

Light Fixtures	Germicide chemical usage
Wall Washing	Using automatic floor machines
Fire Safety	Buffing and burnishing
Disaster Plan	Floor care - scrubbing and recoating
Public Restroom Cleaning	Floor care – stripping and refinishing
Elevator Cleaning	Carpet care basics
Hazard Communication Standard	Carpet care basics – bonnet and extraction
Metal Polishing and Cleaning	Dust mopping
Office Cleaning	Wet mopping
Infection Control	Police cleaning
Bloodborne Pathogens	Window cleaning
Cleaning Blood and Bodily Fluids	Blind cleaning
Handwashing	Operating/delivery room cleaning–end of day
Personal Appearance	Operating/delivery room cleaning–between cases
Cleaning Cart Set-Up	Operating/delivery room cleaning–terminal cleaning
10-Step Cleaning Process	Nursery cleaning
Chemistry Of Cleaning	Isolation cleaning
High And Damp Dusting	Refrigerators
Equipment Care and Cleaning	Stretchers/wheelchairs/ IV poles
Microbiology and Types of Disinfectants	Morgue cleaning
	Waste handling and disposal

E. HANDS-ON TRAINING

Every janitor is given a written job description detailing his or her work area responsibilities and work area tasks. The trainer takes each new janitor on a walk-through of their assigned position showing them the appropriate cleaning procedures. New janitors are trained, and their work is evaluated in the work environment they are assigned. Training is tailored to the requirements of their work area so tasks not required in the assigned area are not taught. This allows the employee to focus on their immediate responsibilities and tasks without distraction.

Each Clinic will be assigned designated float / emergency staff to cover emergencies and staffing shortages. (EXHIBIT J – Fill In Schedule)

F. WORK ASSIGNMENTS

As soon as practical, new janitors are given responsibility for their work area. Their trainer will provide them with feedback to correct any deficiencies and reinforce good work habits as necessary throughout the day. This process will continue for approximately one week with trainer visits becoming less frequent as the new employee becomes more adept at their assigned tasks. Lead personnel are expected to provide continuous follow-up and re-training as necessary.

SMSHC employees must ensure that ALL entrance doors to building and tenant areas are locked during hours of cleaning operation and under no circumstances will admittance be given to anyone not part of the cleaning.

SMSHC employee’s must have understanding of proper disinfection procedure and proper waste handling of sharps and biohazardous materials.

G. ON-THE-JOB TRAINING

Orientation	Training
Review of work rules	Assigned to a trainer for an eight-hour shift before being assigned to a regular shift
Line of authority (EVS Director, Supervisor)	Review of job assignments
Security	Review of work area
When and how to enter and leave the property	Review of job skills
Safety (Blood borne pathogens, workers’ compensation reporting, MSDS)	Time constraints
Incentive programs	
Payroll schedules	
Health insurance	
Property walk-through	

Customer Service Training

SMSHC begins customer service training through our training videos and associated tests. Our “Introduction to Service Management Systems” video is the very first video they watch, and then take the associated tests.

SMSHC training videos and tests include how our staff must have the proper tools and equipment, uniforms and radios or communication devices assigned. Our staff members are trained to be visible and present to the customer. After all the training videos have been watched, tests have been taken and detailed conversations and follow up are completed on the front end by management, the staff member will be assigned to a “trainer” on the work floor. Once the trainer has deemed the staff member is prepared for duty on their own, they will go through a final review of materials, work procedures and customer service interactions with the EVS Director.

Once working on their own in the work field, SMSHC employees are then rounded on a minimum of three times per shift, every shift. This includes inspections of work quality, uniform appearance and customer service interactions. These detailed inspections are always logged into our OPS360 quality management program and used in continued training and education of the employee. If found below “excellent” in any metric, training will be performed with the employee by the manager on duty to correct any deficiencies, encouraging top performance in the future. SMSHC has weekly and monthly customer service training topics, alongside the technical and safety training topics. Our weekly training topics are covered in a group setting, with interactions of employees encouraged and rewarded. These are occurring multiple times, every shift, every day of the year to always improve our customer service, giving us the best trained and educated staff in the cleaning industry.

Correcting Performance Issues

SMSHC believes in swift and full correction of any performance issue. Our constant rounding of staff members with concurrent quality inspections ensures that no performance issue goes unchecked for an extended period of time. The employee will be present with the supervisor during inspection, to ensure the employee's eye is trained as part of the process. All noted issues will be immediately rectified, with the inspections and finalized results logged into OPS360 for permanent record and contribution into the data pool. Should an employee consistently miss the mark on quality, not respond accordingly to constructive criticism, or fail to EXHIBIT top notch customer service, progressive counseling will be implemented with actionable items and follow up scheduled. This will continue until the behavior and performance issues are fully corrected, with subsequent progressive counseling, as necessary, up to termination. COMPANY reserves the right to initiate procedures to discontinue services at the designated location.

All staff assigned to Ambulatory Clinics must complete said training within six (6) months or be reassigned. SMSHC will provide quarterly reports documenting employee training progress.

SMS will capture monthly key indicators (EXHIBIT K - Monthly Key Indicator Table) for performance to include: quarterly safety compliance measures, quality inspections, and timely initiation of work orders. SMS is expected to publish results during the quarterly meeting.

Safety Program

Safety Mission Statement

SMSHC is dedicated to providing a safe and healthy working environment and to following operating practices that will safeguard all employees and comply with OSHA standards. The safety of our employees, the public and customers is a top priority. We expect all personnel to understand that safety will take precedence over expediency or shortcuts. Every attempt will be made to reduce the possibility of incident occurrence to assure the continued safety of our staff.

Safety Orientation

In addition to a new job orientation a new employee receives, the new hire also receives a Safety Orientation that includes: Basic Safety Rules, Policies & Procedures and the Emergency Action Plan. The SMSHC EVS Director reviews each page of the Employee Safety Matters Program with the new hire. The manager points out key procedures that are critical to the employee's job and safety. Afterwards, the employee completes a sign-off training sheet that is placed in his/her personnel file. The manager will follow up with the new employee a week later to verify he/she is using safe work habits.

Each new hire is given an Employee Safety Matters Program booklet to keep. In addition, a copy of the Employee Safety Program is placed in the Manager's MSDS book. All employees then always have access to the program for reference. The SMSHC EVS Director conducts a mandatory monthly Safety Committee meeting covering all safety procedures. Minutes of the meetings will be shared with all employees and each employee must sign their name on a "Sign-Off Sheet" indicating that they have been trained and understand the safety policies and procedures. A copy of this sheet is sent to the corporate Risk Director.

Monthly Safety Committee Meeting

The SMSHC EVS Director holds a monthly Safety Committee meeting and selects the Safety Committee members (usually four or five employees). The members may serve on an annual basis or can be rotated on a monthly or quarterly basis. The committee is comprised of a variety of personnel including supervisors, regular line employees, leads and new hires.

Safety Matters Program

Service Management Systems has designed a Safety Matters program with the slogan, "See it. Own it. Fix it.," to create a culture of safety for everyone involved in the organization. This program allows our employees to get back to the basics of training. It promotes a smarter way of working by pausing to consider hazards of the task and then acting in a way to avoid the hazards. Employees begin

their shift with a five-minute briefing about a particular safety topic that is related to a significant risk management event that happened within our company or industry.

Quality Assurance

SMSHC shall use industry accepted standards and methods for quality inspections cleaning and agree to UMC appointed representative or designated person conducting direct observation of services provided by the vendor, audit documentation, and performance expectations. SMSHC will also agree to specific quality assurance and process improvement measures that shall be implemented as determined by UMC appointed representative or designated person.

Our program will focus on transparency and accountability, analytics, real-time data and collaboration for quality control.

Transparency and Accountability

Our customer's management can see the quality of our service as inspections are performed, complete with photos and GPS location for additional verification. Everything that happens is documented, logged and easily accessible. Whether it's an inspection or an issue that needs to be addressed, our customer's management will have a complete audit trail for future reference. Whenever a quality issue is found during rounding and inspections, a work ticket is immediately created and assigned to a staff member for resolution. Pictures and specific notes will be included in the initial inspection, along with resolution and completion of tasks with associated pictures when closing the work ticket.

Should the quality issue come to the attention of SMSHC from a non-SMSHC employee, we will first apologize, accept responsibility for the mistake and immediately address the task at hand. From there, the initial work ticket will include the staff member and manager over the department for follow up and completion notices. This confirms our customer partners are kept closely in the loop and can identify how we handled each and every situation through resolution. Finally, SMSHC will identify where the breakdown in performance took place and rectify the process to guarantee the quality issue does not repeat itself. Quality performance and world class customer service is our expectation, not just our goal. We live and breathe it each and every day.

SMSHC will provide these reports to HOSPITAL on a monthly basis or as requested.

Inspection Resolution Form

Inspection Resolution becomes a project list that supplements the annual schedule of non-daily tasks, along with the daily activities. Projects from the inspection resolution form are assigned to SMS Healthcare team members with a completion date. As projects are completed, the Supervisor and/or EVS Director inspect them to confirm their completion. Projects not completed by the following inspection date are given top priority, and are moved to the top of the next inspection resolution form.

Schedules

All cleaning requirements in the contract are documented and scheduled for the entire year to ensure that even the smallest detail isn't overlooked.

Our Area Manager and Supervisor will make notes from the annual schedule that is transferred into a "To-Do" list. As items are completed, the supervisor will confirm their completion. When all items are completed, a report will be generated and available for CCT Eyes management review.

SMS Healthcare keeps a complete schedule of non-daily tasks for CCT Eyes. One full year of non-daily tasks are entered into the Annual Schedule.

Each week the supervisor will provide your representative with an action plan for the upcoming week's tasks, which includes a list of tasks completed during the previous week.

Proven benefits of the SMS Healthcare system include:

- Contract compliance for completion of non-daily tasks

- High accountability and performance visibility
- Enhanced communication

Forms used for quality assurance include:

- Low Scoring Area Analysis
- Action Plan
- High and Low Performing Specific Items
- Number of Inspections Performed Per Area
- Average Inspection Score Per Area
- Printable Inspections for Employee and Management Review
- Work Ticket Resolution Forms

Transition Planning

Transition Schedule

One Month Ahead of Scheduled Start Date (EXHIBIT F - Transition)

SMSHC meets with current Environmental Services contract staff and reps to discuss plan of transition and staffing schedule. HOSPITAL approved equipment and supplies are ordered through vendors to give plenty of time for preparing scheduled delivery of items five to seven days prior to start date. Begin transition discussions with the location and incumbent to establish duty lists and seamless transition.

Two Weeks Ahead of Scheduled Start Date

Operation Manager/Transition manager arrives on site. Staff begins onboarding process with SMSHC including background checks and drug screens, employee records in files. SMSHC Management begin inventory of current property areas and assess quality per location. Establish project plan for first two (2) months of contract by date, focusing on highest need areas first. Management begins to create operation build for daily checklists. SMSHC ensures they have hired and trained significant additional part time labor to cover any needs from inevitable attrition through transition. SMSHC will be responsible for staffing and processing their personnel. UMC will work with SMSHC to ensure SMSHC staff have successfully completed UMC orientation and mandatory training in accordance with P&P I-66

One Week Ahead of Scheduled Start Date

HOSPITAL approved equipment and supplies scheduled to arrive to ensure inventory needed is available, equipment is in good working order, supplies are satisfactory to site needs, and items are safely and properly stored on site for future use. All equipment will be new and fully inventoried, checked, tagged, and logged by Nilfisk Advance trained professional technician. Staff complete final onboarding needs ahead of scheduled start date. At end of week, incumbent gathers supplies, equipment, and owned items for removal of site. SMS to provide HOSPITAL with a list of items ordered from (EXHIBIT E - Mandatory Supply list) for the initial transition to insure sufficient tools to complete deep cleaning and general cleaning services.

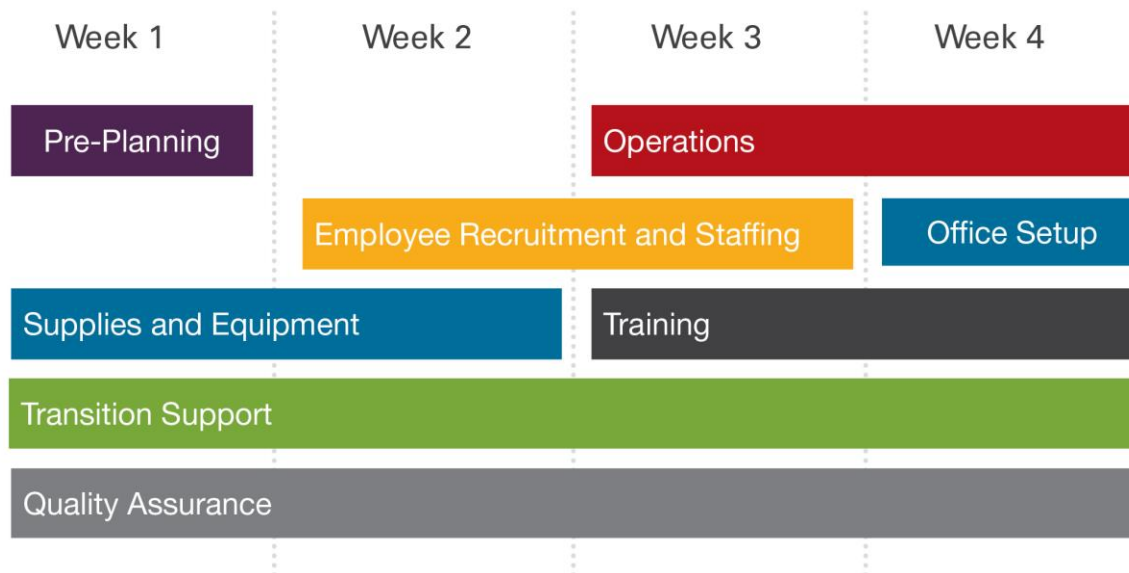
Scheduled Start Date

SMSHC Management begins to assess and work with current staff. Training and support for daily programs are implemented with additional management and staff available for seamless transition. Project plans followed daily and inspections of work begin. Office set up for SMSHC management and staff members and all HOSPITAL approved equipment and supplies moved to proper storage locations for long term use.

SMSHC shall provide detailed invoices for transition costs only during this period.

First Two Weeks of Start

Training videos are watched, tests completed, OSHA and state standards trained and completed, daily checklists implemented and utilized. All staff assessed fully, retrained, all new hire folders completed, and additional staff hired and trained as needed. Aggressive project plan of stripping and waxing, carpet cleaning, and buffing of areas implemented to ensure noticeable improvement in location aesthetics. SMSHC consistently communicates with our customers to ensure all needs are met and expectations exceeded on a daily basis.



PRE-PLANNING

- ☐ Establish start-up date.
- ☐ Schedule and conduct site visit.
- ☐ Discuss incumbent staff with site management.
- ☐ Provide hiring plan and timeline.

EMPLOYEE RECRUITMENT AND STAFFING

- ☐ Coordinate DOL and One Stop relationship.
- ☐ Post supervisor and management positions.
- ☐ Schedule job fairs.
- ☐ Meet with and interview incumbents.
- ☐ Identify drug test location and medical facility location.

TRAINING

- ☐ Establish training dates and secure location for training.
- ☐ Identify training requirements including local site-specific needs.
- ☐ Schedule Train-the-Trainer session.
- ☐ Conduct orientation.
- ☐ Create OJT plan and schedule.
- ☐ Set up employee personnel and training files.
- ☐ Rolling start OJT supervisor/FM training.
- ☐ Review emergency communication plan with management.

TRANSITION SUPPORT

- ☐ Assign transition team.
- ☐ Determine roles, responsibilities, communication and schedules.
- ☐ Obtain all documents/manuals on scope of service and standards from CSC.
- ☐ Provide employee schedules to customer.
- ☐ Provide customer with plan for on-site support team.

OPERATIONS

- ☐ Set up restroom logs.
- ☐ Set up all inspection forms and checklists.
- ☐ Set up supervisor logs/clipboards.
- ☐ Set up budget control hours report.
- ☐ Set up account book, supply inventory book and wall calendar.
- ☐ Establish duty breakdowns.

OFFICE SETUP

- ☐ Set up cell phones/phone with answering machine.
- ☐ Set up employee posters.
- ☐ Set up TV and computer.

SUPPLIES AND EQUIPMENT

- ☐ Inventory current supplies.
- ☐ Order uniforms, office supplies and equipment.
- ☐ Request phone line installation.
- ☐ Order TV and computer.

QUALITY ASSURANCE

- ☐ Share communication path for service reviews and meetings.
- ☐ Conduct ongoing reviews of detail inspection and weekly action plan.
- ☐ Hold weekly conference calls to review progress.
- ☐ Update customer with status of transition schedule.

Transition Personnel Responsibilities

Transition Site Manager

A dedicated transition specialist will facilitate the Environmental Services transition process on site. The Transition Site Manager is present during the transition week, will coordinate the start-up week activities, react to and correct any issues that may arise, and provide advice from recent lessons learned.

SMS EVS Director

The SMS EVS Director will manage the Environmental Services program on site. The SMS EVS Director's responsibilities include:

- Recruiting, hiring and training of the Environmental Services employees.
- Professional development of team members.
- Scheduling of coverage.
- Overall supervision of SMSHC employees.
- Payroll responsibilities.
- Compiling daily reports.
- Daily communications with management and SMSHC corporate office regarding safety and operational issues.
- Assisting management with communications with tenants.

SMS Division Manager

The SMS Division Manager will oversee the SMS EVS Director and provide executive level support. The SMS Division Manager's responsibilities include:

- Conducts site audits and inspections on a regular basis.
- Develops and trains site management and Environmental Services team members.
- Submits reports from site visits in a timely manner.
- Provides advisement to EVS Directors on safety and operational issues (available 24/7).
- Takes direction and leadership from Divisional Vice President.

SMSHC is required to begin janitorial services within thirty (30) days of contract award. All work must be approved and authorized by the UMC appointed representative prior to the start of work. Once services are commenced, they must continue within a consecutive schedule mutually agreed upon (4:00pm-12:30am) Monday – Friday Primary Care; Monday -Sunday Quick Care Locations.

Emergency response time is within 30 minutes of being contacted.

TOTAL WORK TIME

HOURS OF COVERAGE

Campus	Hours of Coverage
Nellis Primary Care	4pm-12:30am, 5 Days/Week
Nellis Quick Care	4pm-12:30am, 7 Days/Week
Peccole Ranch Primary Care	4pm-12:30am, 5 Days/Week
Peccole Ranch Quick Care	4pm-12:30am, 7 Days/Week
Rancho Quick Care	4pm-12:30am, 7 Days/Week
Spring Valley Primary Care	4pm-12:30am, 5 Days/Week
Spring Valley Quick Care	4pm-12:30am, 7 Days/Week
Summerlin Area Primary Care	4pm-12:30am, 5 Days/Week
Summerlin Area Quick Care	4pm-12:30am, 7 Days/Week
Sunset Primary Care	4pm-12:30am, 5 Days/Week
Sunset Quick Care	4pm-12:30am, 7 Days/Week
Wellness Center	4pm-12:30am, 5 Days/Week
Blue Diamond	4pm-12:30am, 7 Days/Week
Centennial Hills Primary Care	4pm-12:30am, 5 Days/Week
Centennial Hills Quick Care	4pm-12:30am, 7 Days/Week
Southern Highlands Primary Care	4pm-12:30am, 5 Days/Week
Enterprise Occupational Medicine	4pm-12:30am, 5 Days/Week
Enterprise Quick Care	4pm-12:30am, 7 Days/Week
2040 W. Charleston	4pm-12:30am, 5 Days/Week

FACILITY AND ACTIVITY STATISTICS

	Statistics
Average Daily Census	N/A
Average Daily Discharges	N/A
Average Daily Transfers	N/A
ER Visits per Year	N/A
Cleanable Square Footage	95,676
Department Hours of Coverage	8/7/365

SCOPE OF SERVICES

Patient Room (Unoccupied)	Vendor	Hospital
Trash removal (3rd shift)	X	
Sanitize room	X	
Spot clean walls	X	
Restroom	X	
High and Low dusting	X	

Dust mop	X	
Damp mop	X	
Change bed linens	X	
Terminal Cleaning as needed	X	
Patient Room (Inpatient Discharge)	Vendor	Hospital
Trash removal	N/A	N/A
IV/medicine removal	N/A	N/A
Removal of bed linen	N/A	N/A
Sanitize room	N/A	N/A
Spot clean walls	N/A	N/A
Restroom	N/A	N/A
High dusting	N/A	N/A
Low dusting	N/A	N/A
Dust mop	N/A	N/A
Damp mop	N/A	N/A
Emergency Department	Vendor	Hospital
ED general cleaning	N/A	N/A
ED In-between case cleaning	N/A	N/A
Labor and Delivery	Vendor	Hospital
Post schedule terminal	N/A	N/A
In-between case cleaning	N/A	N/A
Nursery cleaning	N/A	N/A
Cleaning of isolettes NICU	N/A	N/A
Cath Lab	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
Outpatient Surgery	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case cleaning	N/A	N/A
Cleaning of support areas	N/A	N/A
Bed making in recovery and holding rooms	N/A	N/A
Surgery	Vendor	Hospital
Post schedule terminal clean	N/A	N/A
In-between case clean	N/A	N/A
Surgery shelves and technical equipment	N/A	N/A
Non-sterile support areas	N/A	N/A
Kitchen	Vendor	Hospital
Main kitchen area	X	
Dietary trash removal	X	
Tables and chairs	X	
Walls and floors	X	
Cafeteria trash removal	X	
Linen	Vendor	Hospital
Order and distribution		X
Other Areas	Vendor	Hospital
CCU, SICU, NICU, PICU	N/A	N/A
Cleaning of public areas (lobbies, waiting)	X	
Cleaning of offices	X	

Cleaning of laboratory	X	
Cleaning of laboratory (glassware, counters, sinks)		X
Cleaning of pharmacy	X	
PT, OT, RT	X	
Cleaning of PT and rehab equipment		X
Cleaning of radiology	X	
Cleaning of dialysis	X	
Cleaning of morgue/autopsy (as needed)		X
Autoclave/sterilizer equipment		X
Gift shop (trash only)		X
Cleaning of central sterile		X
Engineering shop (trash only)	X	
Materials management (office only)	X	
Miscellaneous	Vendor	Hospital
Wheelchair cleaning		X
Meeting setup		X
Grounds (1 hour per day)		X
Furniture moving (1 hour per day)		X
IV pumps		X
Crash carts		X
Portable toilets		X
Portable fans		X
Cubicle curtains (exchange only)	X	
Computer screens (dusting only)	X	
Chemical spills		X
Emptying/removal of suction canister		X
Non-housekeeping supply delivery (i.e. ice, socks, etc.)		X
Exterior window (Bi-Annually)		X
Pediatric toys	X	
Microwave/refrigerators (exterior only)	X	
Purchasing/rental of linen, mops, microfiber	X	
Needle stick related injuries		X

Frequency Charts

FREQUENCIES 1

	Dust Mop	Damp Mop	Damp wipe	High Dust	Vacuum	Vertical Surfaces	Baseboards	Trash Removal	Biowaste Removal	Restroom Fixtures	Shower Curtains	Cubicle Curtains	Glass	Stainless Steel	Polish Furniture	Windows	Wash Walls
	General Cleaning																
Nellis Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Nellis Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Peccole Ranch Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Peccole Ranch Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Rancho Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Spring Valley Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Spring Valley Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Summerlin Area Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Summerlin Area Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Sunset Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Sunset Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Wellness Center	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Blue Diamond	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Centennial Hills Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Centennial Hills Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Southern Highlands Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Enterprise Occupational Medicine	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Enterprise Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
2040 W. Charleston	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN

Legend
- Times per week required
AN - As needed
ANA - As needed minimum annually
ANA3 - As needed minimum 3 times a year
NA - Not applicable

FREQUENCIES 2

	Scrub & Top Coat	Strip & Refinish	Autoscrub	Burnish	Shampoo Carpets	Sweep	Spot Mop	Replenish Supplies
	Floor Care					Policing		
Nellis Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Nellis Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Peccole Ranch Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Peccole Ranch Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Rancho Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Spring Valley Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Spring Valley Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Summerlin Area Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Summerlin Area Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Sunset Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Sunset Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Wellness Center	ANA	ANA	1	2M	ANA2	5	5	5
Blue Diamond	ANA	ANA	1	1	ANA2	7	7	7
Centennial Hills Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Centennial Hills Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Southern Highlands Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Enterprise Occupational Medicine	ANA	ANA	1	1	ANA2	5	5	5
Enterprise Quick Care	ANA	ANA	1	1	ANA2	7	7	7
2040 W. Charleston	ANA	ANA	1	2M	ANA2	5	5	5

Legend

- Times per week required

AN - As needed

ANA - As needed minimum annually

ANA2 - As needed minimum 2 times a year

Q - Quarterly

M - Monthly

2M - Twice Monthly

NA - Not applicable

Staffing

Proposed Staffing

SMSHC makes the following proposed staffing plan to University Medical Center of Southern Nevada:

Each Clinic and each shift will have at least one staff member capable of communicating in English.

WEEKLY LABOR

Total Weekly Labor	
Title/Position	Total Weekly Hours
Housekeeping Manager	40+
Supervisor (Working All Weekends)	40
3rd Shift Housekeepers	287
Floor Tech/Project Tech	40
Weekly Total	407

Total Weekly Hours Allocated Per Location – Not including EVS Director and Additional Projects		
Location	Total Weekly Hours	Days Cleaned Per Week
Nellis Primary Care	13	5
Nellis Quick Care	18	7
Peccole Ranch Primary Care	11	5
Peccole Ranch Quick Care	15	7
Rancho Quick Care	28	7
Spring Valley Primary Care	13	5
Spring Valley Quick Care	18.5	7
Summerlin Area Primary Care	11	5
Summerlin Area Quick Care	15.25	7
Sunset Primary Care	11.25	5
Sunset Quick Care	15.75	7
Wellness Center	28.5	5
Blue Diamond	23.75	7
Centennial Hills Primary Care	15.5	5
Centennial Hills Quick Care	22.5	7
Southern Highlands Primary Care	5	5
Enterprise Occupational Medicine	14.5	5
Enterprise Quick Care	22.5	7
2040 W. Charleston	15	5
Total Hours	317	

UMCSN Pricing		
Expenses	Monthly	Annual
Housekeeping Manager	\$ XXXX	\$ XXXX
Hourly Labor	\$ XXXX	\$ XXXX
LH&A	\$ XXXX	\$ XXXX
Equipment	\$ XXXX	\$ XXXX
Supplies	\$ XXXX	\$ XXXX
Other Operating Costs	\$ XXXX	\$ XXXX
Start-up Travel, Backgrounds, Drug Screens, and Uniforms- Amortized 36 Months	\$ XXXX	\$ XXXX
Start-up Tools and Supplies - Amortized 36 months	\$ XXXX	\$ XXXX
Total Operating Expenses	\$ XXXX	\$ XXXX
Corporate Administrative Overhead (6.25%)	\$XXXX	\$ XXXX
Profit (3.25%)	\$ XXXX	\$ XXXX
Total Operational Billing	\$ XXXX	\$ XXXX
HealthTrust Fee (3%)	\$ XXXX	\$ XXXX
County and City Taxes (5.9%)	\$ XXXX	\$ XXXX
Total Billing Including Taxes	\$ XXXX.00	\$513,660.00

ADDITIONAL PROJECT SUPPORT

A one-time fee for 16 days of additional project support for upfront Impact Projects, including stripping and waxing, carpet cleaning, tile and grout work, etc. is shown below, which will be performed by project techs alongside additional onsite Corporate Executive Management.

Additional Project Support	
Expenses	Fee
Labor, Travel, Hotels, Meals, and Supplies – Subject to Exhibit D	\$ XXXX
Total Operating Expenses	\$ XXXX
HealthTrust Fee (3%)	\$ XXXX
County and City Taxes (5.9%)	\$ XXXX
Total Billing Including Taxes	\$10,944.45

*EVS Director includes: FICA, FUTA, SUI, Workers Compensation, General Liability, Salary, Vacation, benefits and PTO.

*Hourly Labor includes: FICA, FUTA, SUI, Workers Compensation, General Liability, Hourly Labor Wages, Vacation, benefits, backgrounds, drug screens and PTO.

*LH&A Includes \$425 monthly for estimated elected benefits.

*Equipment includes: all equipment, batteries, repairs, scheduled PM maintenance, with Equipment amortized over 60 months.

*Supplies includes all cleaning chemicals, floor pads, floor care chemicals, wax, stripper, carpet cleaner, general tools replacement, vacuum bags, uniforms, paper products, plastics and soaps.

*Other Operating Costs includes offices supplies, local licenses, telephones with data plans, mobile internet for laptop, replacement of microfiber wipes and mops, ongoing recruiting, vehicle insurance, fuel for vehicle and hourly rewards.

*Start-up Tools and Supplies includes all base supplies, basic tools, carts, microfiber mops, wipes, high dusters, dust pans, floor pads, dispensing units, etc.

*Start-up Travel includes all backgrounds, drug screens, uniforms, recruitment efforts, lodging, travel, and meals for all new staff and executive support – Subject to UMC's Travel Policy EXHIBIT D

*Corporate Administrative Overhead covers: technology subscriptions, payroll, HR, corporate management, executive salaries, standard division travel to sites, etc.

*Profit is planned profitably for SMS based on budget.

*HealthTrust Fee is 3% paid directly from SMSHC to HealthTrust on pre-tax total billing.

*County and City Taxes are paid quarterly on total labor payments minus \$50,000 x 1.475% by local law requirements.

Equipment

The equipment listed below is the minimum products required to perform assigned tasks. All equipment used at HOSPITAL locations must be newly purchased equipment.

UMCSN Equipment List		
MODEL NAME/DESCRIPTION	ITEM #	QUANTITY
Reliavac 12 - Single Motor Upright Vac	03002A	6
Spectrum 15D - Dual Motor Upright Vac	9060407010	4
Aquaclean 18FLX - 11 gallon w/on board spotting tool	56265001	1
Aquaspot Carpet Spot Extractor	56220000	2
VL500 72, includes front mount squeegee assembly	56383408	1
Front Mount Squeegee Kit	107407050	1
Hose, 6 foot	107407308	1
Extension Tube; 2 required	107407309	2
Floor Nozzle, squeegee	107407310	1
Floor Nozzle, brush	107407311	1
Crevice Tool	107407334	1
Pacesetter 20SD	01460A	1
Mid Grit 180 brush for Pacesetter 20SD	56505928	1
Pro Lite brush for Pacesetter 20SD	56505925	1
Advolution 20XP Burnisher	01520A	2
Bags, 10 PK	54195A	2
Hydrodry Fan	56115000	2
Kronos Timeclock with Smart Tablets	N/A	1
Mobile Kronos	N/A	1
Pick-up Truck or Van	N/A	1
Computer with Accessories	N/A	1

Proposed Pricing

SMSHC hereby makes the following proposal* to the management of University Medical Center of Southern Nevada:

UMCSN Proposed Pricing		
EXPENSES	MONTHLY	ANNUAL
EVS Director	\$ XXXX	\$ XXXX
Hourly Labor	\$ XXXX	\$ XXXX
LH&A	\$ XXXX	\$ XXXX
Equipment	\$ XXXX	\$ XXXX
Supplies	\$ XXXX	\$ XXXX
Other Operating Costs	\$ XXXX	\$ XXXX
Startup Travel, Backgrounds, Drug Screens, and Uniforms- Amortized 36 Months	\$ XXXX	\$ XXXX
Startup Tools and Supplies - Amortized 36 months	\$ XXXX	\$ XXXX
TOTAL OPERATING EXPENSES	\$ XXXX	\$ XXXX
Corporate Administrative Overhead (6.25%)	\$ XXXX	\$ XXXX
Profit (3.25%)	\$ XXXX	\$ XXXX
TOTAL OPERATIONAL BILLING	\$ XXXX	\$ XXXX
HealthTrust Fee (3%)	\$ XXXX	\$ XXXX
County and City Taxes (5.9%)	\$ XXXX	\$ XXXX
TOTAL BILLING INCLUDING TAXES	\$ XXXX	\$493,344.00

Pricing

UMCSN – Pricing Proposal*	
EXPENSES	COSTS
Hourly Labor Project Work (250 Hours)	\$ XXXX
Chemicals, Stripper, Wax, etc.	\$ XXXX
Corporate Travel, Hotels, Meals (16 Days) Subject to EXHIBIT D	\$ XXXX
TOTAL OPERATIONAL COSTS	\$ XXXX
HealthTrust Fee (3%)	\$ XXXX
County and City Taxes (5.9%)	\$ XXXX
TOTAL COSTS	\$10,944

*Service Management System will utilize additional Project Tech support team for a total of 250 hours of project time spent stripping, waxing, carpet cleaning, upholstery cleaning, and tile and grout projects to produce upfront immediate improvement on low quality areas, for patient and staff impression results.

Additional hours will be utilized for transporting all supplies, carts, tools, and equipment from locations to UMCSN main hospital by SMSHC transition team.

*Corporate Support will also perform additional daily project work alongside project techs for another approximately 100+ hours of project work and oversight. This team will also transport project equipment, purchase and transport supplies, and train staff on quality cleaning improvements.

*Project Hours will be after local operation hours to ensure uninterrupted work. Initial projects will be mutually agreed upon as priority areas by UMCSN EVS management as well as SMSHC Executive and Local Management.

SMS Healthcare shall invoice University Medical Center of Southern Nevada for all Service Charges and other amounts due under this Agreement on a monthly basis. University Medical Center of Southern Nevada shall pay all amounts set forth within sixty (60) days of receipt of invoice. In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, including but not limited to the Patient Protection and Affordable Care Act (PPACA), benefits, etc. SMS Healthcare shall notify Owner / Agent in writing of the change in the rates to be charged Manager and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that government health care legislation mandates provision of health benefits to employees at the Project, greater than agreed upon in this contract, then SMS Healthcare shall invoice Owner/Agent for the direct cost associated with that program.

Additionally, in leap years, University Medical Center of Southern Nevada agrees to pay SMS Healthcare an additional 1/28th of the February payment. The additional 1/28th part of the monthly billing will cover costs incurred for rendering the additional day's service which is not factored in to the contract pricing.

HOSPITAL RESPONSIBILITIES

1. HOSPITAL will furnish a list of preferred hospital grade Cleaning Products and also a list which will include all cleaning chemicals, supplies, paper and plastic products such as garbage liners, toilet paper, paper towels, and floor care products - EXHIBIT (E) Mandatory Supply List. This also includes hand soap and sanitizer. All items must be per HOSPITAL spec to ensure consistency with the rest of the organization.
2. HOSPITAL will provide appropriate access to the cleaning staff and management team at UMC Ambulatory Clinics.
3. HOSPITAL will provide cost for disposable curtain and vendor will order and maintain clinic curtain PAR as needed.
4. HOSPITAL's engineering team will determine initial placement/replacement of dispensers within the facility (hand towels, soap, sanitizer)

PRICING:

Not to Exceed (NTE) Price: \$4,500,000

EXHIBIT B

AMBULATORY CARE JANITORIAL SERVICE PROJECT INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business 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 Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** Company's deductibles/self-insured retentions shall not exceed \$500,000.00 for Worker's Compensation and \$100,000.00 for General Liability. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance upon request by HOSPITAL.
- F. **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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- G. **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 Agreement.
- H. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, 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, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- I. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, 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 COMPANY under this Agreement.
- J. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- K. **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, its subcontractors or anyone employed, directed or supervised by COMPANY.
- L. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- M. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- N. **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) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
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: Ambulatory Care Janitorial Service Project (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 W. Charleston Blvd.
Las Vegas, Nevada 89102
9. Appointed Agent Signature to include license number and issuing state.
10. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2020

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 have **ADDITIONAL INSURED** provisions or 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 Beecher Carlson Insurance Services 6 Cadillac Drive, Suite 200 Brentwood, TN 37027 www.beechercarlson.com	CONTACT NAME: Beecher Carlson Insurance Services PHONE (A/C, No, Ext): 615-277-9840 FAX (A/C, No): 615-277-9879 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: Arch Insurance Company INSURER C: Arch Indemnity Insurance Company INSURER D: Acceptance Indemnity Insurance Company INSURER E: INSURER F:
INSURED Service Management Systems Inc. 7135 Charlotte Pike Suite 100 Nashville TN 37209	NAIC # 21113 11150 30830 20010

COVERAGES**CERTIFICATE NUMBER:** 53837139**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: SIR: \$100,000			541-712903-4	4/1/2019	4/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Gen. Agg. All Locs/Proj \$10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Comp/Collision ☒ \$1,000 Ded Each			138-764573-1 *Physical Damage applies to scheduled autos only.	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XOL4100553-00	5/8/2019	4/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	31WCI4925814 (AOS) 34WCI0501114 (CA, DC, IL, IN, KY, MD, MN, MO, NC, OR, TX only)	8/31/2019 8/31/2019	8/31/2020 8/31/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

University Medical Center of Southern Nevada
Attention: Director of Environmental Services
1800 W. Charleston Blvd
Las Vegas NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Bagley

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ACORD 25 (2016/03)

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EXHIBIT C

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.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. 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 D

TRAVEL REIMBURSEMENT POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs. Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by UMC.
- **Personal Vehicle: UMC will not pay costs associated to driving a personal vehicle in lieu of air travel.**

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by UMC or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. UMC will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

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

- Company's Invoice
 - o With copy of executed contract highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

EXHIBIT E

Ambulatory Care Janitorial Services

Mandatory Supply List

UMC Preferred Supplies to be used by Vendor					
Product Name	Dispensing Platform	Manufacturer Catalog #	Case Size	Dilution (1:xx)	Case Yield RTU Gallons
J-Fill 52 Alpha HP MULTI Surface Cleaner #329150	J-Fill	3401512	2x2.5L	64	339.2
J-Fill #1 Glance® HC Glass & Surface Cleaner #329115	J-Fill	05779	2x2.5 L	40	54.1
Emerel® Multi-Surface Crème Cleanser RTU #323100	RTU	94995295	12x1 Qt	RTU	RTU
Spitfire® Power Cleaner #412215	RTU	95891789	12x1 Qt	RTU	RTU
Pro Strip Bag-In-Box #321413	RTU	95032360	1x5 Gl	6	30
StandOut® Durable Floor Finish #933000	RTU	100880768	4x1.5 L	RTU	1.585
High Mileage Floor Finish Bag-In-Box #939927	RTU	95104811	1x5 Gl	RTU	5
J-Fill 66 Pominence HD Floor Cleaner #329284	J-Fill	94996466	2x2.5 L	512	677.0
Ovivor 1 Wipes 4x160ct Wipes 11-In x 12-In Refill #170082	RTU	100850925	4x160	N/A	640 WIPES
OXIVIR 1 WIPES 4X160CT 11-IN x 12-IN Bucket # 170078	RTU	100850924	4x160	N/A	640 WIPES
PROVON® Foaming Handwash with Moisturizers FMX-12™ 1250 mL	RTU	5185-03	4,167 Washes per case	0.9	3,750
ES4 PURELL® Healthcare Advanced Hand Sanitizer – Foam	RTU	5053-02	2,182 Washes per case	1.1	2,400

EXHIBIT F

TRANSITION PLAN

University Medical Center of Southern Nevada

Task Name	Task Start	Task Complete	Owner	Comments
Pre-Planning				
Establish startup date	3/1/2020	3/5/2020	Denny Lyons	Finalizing after board approval week of 3/1/20
Notify customers via telephone and follow up with letter of introduction and checklist requirement within 2 days of RFP award.	Award Date	2 Days post award announcement	Denny Lyons	Communication expected to occur with Portia Ealy after board approval
Follow up via telephone following DVP contact for intro and begin immediate recruiting	1/15/2020	3/15/2020	Dan Hickey	Dan Hickey is actively involved in current recruiting process and making necessary arrangements for EVS Director, Supervisor, and staff to be available by 3/15/20
Provide hiring plan and timeline for region.	2/1/2020	2/15/2020	Dan Hickey, Hector Frias, Denny Lyons	Transition plan with dates as part of final documents for board approval. Hiring local staff immediately upon award date, with significant staff already employed with SMS in Las Vegas
Introduce Division Vice President and Division Manager in person immediately post award	1/15/2020	3/5/2020	Dan Hickey, Hector Frias, Denny Lyons	Dan Hickey has been involved in communications throughout process
Walk through property & negotiate services	8/15/2019	9/15/2019	Dan Hickey	Completed September 2019
Employee Recruitment and Staffing				
Contact SMS National Recruiting Specialist to coordinate DOL and One Stop relationship and provide contact info. Post supervisor and management positions.	2/15/2020 1/15/2020	3/5/2020 2/15/2020	Dan Hickey, Elsy Rodriguez	Transition team to be directly involved in hiring, initial training videos, initial testing, and training Already completed Corporate support team already notified of potential start date if awarded, with pre-screen destinations established. Contract Manager and Supervisor candidates current SMS managers that will transition to this contract.
Contact DOL to have them pre-screen and set up interviews for supervisor/manager candidates.	2/15/2020	3/5/2020	Elsy Rodriguez, Dan Hickey, Corporate Support Team	To be shipped immediately upon award announcement
SMS Onboarding info and cards to DOL	3/1/2020	3/5/2020	Glenn Desposito/Elsy Rodriguez	Job Fairs to be schedule upon award date and utilized to fill any additional positions needed
Schedule job fairs.	3/5/2020	3/15/2020	Dan Hickey, Elsy Rodriguez	All incumbent staff to be absorbed by UMCSN, with all new staff hired and trained by SMSHC
Interview incumbents hourly employees	N/A	N/A		All incumbent staff to be absorbed by UMCSN, with all new staff hired and trained by SMSHC
Begin interviewing incumbent leadership.	N/A	N/A		
Employee Training				
Establish training dates.	2/15/2020	Award Date	Dan Hickey, Hector Frias	Current Training dates to begin upon contract award during transition into multiple locations
Identify local site-specific training needs.	1/15/2020	2/15/2020	Denny Lyons	Training requirements determined by agreed upon scope upon submission. Training regimen loaded into Safe Personnel, with additional material to be filmed, edited, and loaded into Safe Personnel post award
Confirm equipment training with vendors	Award Date	Three Days Post Award Date	Dan Hickey, Hector Frias	Equipment order is on standby, based upon award
Schedule train-the trainer session.	2/15/2020	3/5/2020	Dan Hickey, Hector Frias	Immediate training of SMS Manager and Supervisor upon award date

Ensure all employees have completed orientation successfully.	3/15/2020	3/20/2020	Dan Hickey, Hector Frias, Denny Lyons, Elsy Rodriguez	Included as part of transition plan submitted to approval board
Create On The Job plan and schedule.	2/1/2020	2/15/2020	Denny Lyons	
Set up employee personnel and training files.	Award Date	Three Days Post Award Date	Elsy Rodriguez	Begin immediately post award date and continued as hired and processed
Review emergency communication plan with management.	Award Date	3/15/2020	Dan Hickey, Portia Ealy	Dan Hickey to get approval on Emergency Communication Plan prior to start date
Transition Team				
Develop transition team.	2/1/2020	2/15/200	Denny Lyons/Dan Hickey	Submitted as part of transition plan for board approval
Determine roles, responsibilities, communication and schedules for transition team including timeline.	2/1/2020	2/15/200	Denny Lyons/Dan Hickey	Submitted as part of transition plan for board approval
Obtain all documents/manuals that outline scope of service and standards of contract	Award Date	3/15/2020	Dan Hickey, Elsy Rodriguez	Manuals to be on site for start date of contract
Provide employee schedules to customer.	2/1/2020	2/15/2020	Denny Lyons	Schedule by planned staff member included as part of final proposal
Provide customer with plan for on-site support team.	2/1/2020	2/15/2020	Denny Lyons	documents for board approval Included as part of transition plan submitted to approval board
Communication				
Identify drug test location.	2/15/2020	3/5/2020	Elsy Rodriguez	SMS Corporate support will assist Elsy Rodriguez in finalizing location for immediate use upon award SMS Corporate support will assist Elsy Rodriguez in finalizing location for immediate use upon award Calls to occur weekly with UMCSN management until date determined less frequency is required Continual updates to occur on transition date, starting with award date to ensure UMCSN management is fully informed on SMSHC progress Sample float pool included with initial proposal documents submitted to board for approval. Final schedule plan to be submitted to UMCSN by start date to include fill in coverage by location, for trained personnel to fill in per familiar Dan, Hector, and EVS Director to schedule and hold service reviews with UMCSN management and site representatives for logging into OPS360 quality assurance platform
Identify medical facility location.	2/15/2020	3/5/2020	Elsy Rodriguez	
Hold weekly conference call to review progress.	Start Date of Contract		Dan Hickey, Hector Frias	
Update customer with status of transition schedule.	Award Date	ongoing	Dan Hickey	
Identify "float pool" for fill in plans for vacations, sick days, etc. to fill positions	2/15/2020	Start Date	Denny Lyons	
Share communication path for service reviews and meetings.	2/1/2020	2/15/2020	Dan Hickey, Hector Frias, EVS Director	
SMS Operational Management Systems Requirements				
Set up OPS plan	2/15/2020	Ongoing	Denny Lyons, Dan Hickey	Vast majority of transition plan and operations plan included in proposal, with continual updates on progress to be shared with UMCSN management throughout transition Transition Team and site management to have all operations materials prepared and in use for start date Rounding schedules template part of proposal process, with tweaking to occur through start date and adjusted in contract to meet needs Official budget control hours report given to SMS IT and corporate payroll prior to start date Digit setup collaborate transition team effort, with full readiness by start date Nightly checklists developed as part of transition post award date
Set up detail inspection, weekly action plan, SDS book, project plans, daily checklists and inspection resolution forms.	Award date	Ongoing	Dan Hickey, SMS EVS Director, Hector Frias	
Set up supervisor logs/OPS360 rounding schedules	2/15/2020	3/15/2020	Dan Hickey, Hector Frias	
Set up budget control hours report. (Excel format.)	Award Date	3/15/2020	Dan Hickey	
Set up account digital information, supply inventory controls in OPS360 and with vendor supply site, as well as digital project calendar	Award Date	3/15/2020	Dan Hickey, Denny Lyons, Hector Frias	
Establish duty breakdowns -and OPS	Award Date	3/15/2020	Denny Lyons	
Set up employee posters and medical facility location.	Three Days prior to start date	3/15/2020	Hector Frias, Elsy Rodriguez	Established office/workspace will host all employee posters and medical facility information, as well as training

Set up & train with OPS360™ quality system.	3/10/2020	3/15/2020	Denny Lyons	OPS360 ready for full use including custom inspections, training guides, and full locations setup by start date
Office Setup				
Determine proper phone carrier for SMS company phones	3/5/2020	3/7/2020	Elsy Rodriguez	Elsy to work with Corporate Telecom to determine proper phone carrier
Send phones and Chromebook to site with OPS360 installed	Award Date	3/10/2020	Elsy Rodriguez	Elsy to work with Telecom to ensure phones and training Chromebook setup and ready for site use. This includes stagnant devices per location for use with
Set up cell phones/phone with professional messages	Award Date	3/10/2020	EVS Director, EVS Supervisor	EVS Director and Supervisor to setup phones with professional messages
Set up employee personnel and training files.	Award Date	3/15/2020	Elsy Rodriguez, Dan Hickey, Hector Frias	Ensure all files are prepared, with Safe Personnel digital system logging all training by employee
Review Detail Inspection and Weekly Action Plan.	Award Date	3/15/2020	Dan Hickey, Hector Frias, EVS Director	Ongoing weekly requirement, which includes KPI information and trending
Supplies and Equipment				
Order Chromebook and phones	Award Date	3/8/2010	Elsy Rodriguez	Elsy to work with Corporate Telecom to order phones and Chromebook for immediate setup at corporate prior to send to site
Order uniforms.	Award Date	3/15/2020	Elsy Rodriguez	Elsy to order uniforms and have delivered to site prior to start date
Purchase office supplies.	Award Date	3/15/2020	Hector Frias, EVS Director	Ensure office supplies on site and ready for use for start date
Order equipment. Use standard order form.	Award Date	3/10/2020	Dan Hickey	Order on standby and ready for release upon award date. All equipment to be utilized will be new for contract
Inventory current supplies at individual locations.	Three Days prior to start date	3/15/2020	Transition Team	Each location to inventory all equipment, supplies, and tools to ship to UMCSN for delivery prior to start date
Order start-up janitorial supplies through vendor	Award Date	3/10/2015	Dan Hickey	Dan to have all supplies, carts, tools, etc. to arrive on site 5 days prior to start date for assembly and pre-start date prep
Ensure equipment manuals and quick guides are available on site	Award Date	3/15/2020	Dan Hickey	Have binders with tabs and table of content available for SMS on-site management, supervisor, and staff use for instructional use and troubleshooting strategies
Perform Weekly Inventory Reports per location. Establish monthly usage report by item per location and share during meetings with management	3/15/2020	Ongoing	EVS Director, EVS Supervisor	Inventory Control Inspections will be logged by location weekly in the OPS360 for consistent information on usage per location. Evaluate usage per location to explore potential cost/lost savings
Local Client Relations				
Establish initial emergency call tree model	2/1/2020	2/15/2020	Denny Lyons	Initial call tree model included with proposal documents for board approval
Finalize emergency call tree model	3/15/2020	One Week Post Award date	Dan Hickey, Hector Frias	Final emergency call tree model submitted to UMCSN with official SMS numbers of site management as well as employee numbers
All service locations management to meet with SMSHC Transition Team and on Site Management to finalize any terms for each location	Award Date	3/15/2020	Transition Team, EVS Director	Each location will sign a service agreement on terms to be finally approved by UMCSN EVS Director, to ensure consistency and efficiency.

CONTACT INFORMATION

Contact Name	Phone	Cell Phone	E-Mail
Corporate Office	615-399-1839		www.smsclean.com
Dan Hickey - Division Vice President		615-405-9211	dhickey@smsclean.com
Denny Lyons - Director of Business Dev. And Ops.		615-864-6157	dlyons@smshealthcare.com
Hector Frias - Division Manager		615-218-8648	hfrias@smsclean.com
Elsy Rodriguez		615-517-1820	erodriguez@smsclean.com

EXHIBIT G

SERVICE LEVEL AGREEMENT

Services provided by SMSHC to UMCSN outbuildings and clinics

Responsibility Chart for Completion Responsibility by Task

Improvement Areas	Agreement
Exam Rooms	Exam rooms will be cleaned using the 7-step method of cleaning. The following will be performed daily: trash removal, all surface ledges will be wiped down with a germicidal solution, floors will be micro mopped with microfiber flat mops and bathrooms will be thoroughly cleaned. All paper and soap dispensers will be filled on a daily basis. Sharps containers will be changed at 2/3 filled. Floors will be scrubbed and polished on a routine schedule basis. Curtains will be changed as needed. Nursing will assist with the removal of technical equipment and linen from patient bedding and any applicable nursing items (i.e. waste pans, suction containers, IV/ medication bags)
Nurses' Stations, Offices, Lounges, Kitchens	All trash will be removed daily. All paper and soap dispensers will be filled on a daily basis. All accessible counter tops and desks including telephones will be wiped down daily. All accessible floor space will be vacuumed daily, as noted in "EXHIBIT H - Frequency Chart"
Restrooms / Showers / Tub Rooms	All surfaces, ledges, and flooring will be thoroughly cleaned daily following standard cleaning procedures and using approved germicidal solution. All paper and soap dispensers will be filled on a daily basis.
Quality Assurance	An Environmental Services Manager/Supervisor will randomly inspect completed areas cleaned on a daily basis. Inspections will be documented, maintained, and tracked digitally In OPS360 for overall efficiency. The Environmental Services Manager will communicate inspection results on a monthly basis, with full open access available by location 24/7/365 on smsops360.orangeqc.com.
Public Areas & Public Restrooms	Public areas, waiting rooms and restrooms will be cleaned daily. Trash will be removed, all accessible floor space will be vacuumed once a week or (as needed) and swept and mopped daily. Public restrooms will be deep scrubbed/cleaned with all-purpose cleaner machine 1x a month, or as needed.
Carpet & Upholstery	Waiting room carpets will be shampooed or bonneted 1x a month. Conference room, office floors and waiting room upholstery will be shampooed according to EXHIBIT H. Carpet and upholstery spotting will be done as needed.
Floor Care, Waxing	Waxed floors will be stripped and waxed, deep scrubbed and top coated, and burnished at the frequencies per location noted in "EXHIBIT H - Frequency Charts"
Misc. Items	Large item trash removal. Items over 100 pounds to be approved by UMCSN EVS Director for additional billing (furniture moves as scheduled)
This Agreement suits the immediate cleaning needs of the Clinic All deviations from this agreement will be communicated between the Nurse Manager and the Environmental Services Manager. See EXHIBIT H - Frequency Charts.	
Associate Signature: _____	
Nurse Manager Signature: _____	
Environmental Services Director Signature: _____	
Date: _____	

EXHIBIT H

	Dust Mop	Damp Mop	Damp wipe	High Dust	Vacuum	Vertical Surfaces	Baseboards	Trash Removal	Biowaste Removal	Restroom Fixtures	Shower Curtains	Cubicle Curtains	Glass	Stainless Steel	Polish Furniture	Windows	Wash Walls
	General Cleaning																
Nellis Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Nellis Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Peccole Ranch Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Peccole Ranch Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Rancho Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Spring Valley Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Spring Valley Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Summerlin Area Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Summerlin Area Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Sunset Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Sunset Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Wellness Center	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Blue Diamond	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Centennial Hills Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Centennial Hills Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
Southern Highlands Primary Care	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Enterprise Occupational Medicine	5	5	5	1	5	5	1	5	5	5	5	AN	5	1	1	1	AN
Enterprise Quick Care	7	7	7	1	7	7	1	7	7	7	7	AN	7	2	1	2	AN
2040 Building																	

Legend
- Times per week required
AN - As needed
ANA - As needed minimum annually
ANA3 - As needed minimum 3 times a year
NA - Not applicable

EXHIBIT H

	Scrub & Top Coat	Strip & Refinish	Autoscrub	Burnish	Shampoo Carpets	Sweep	Spot Mop	Replenish Supplies
	Floor Care					Policing		
Nellis Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Nellis Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Peccole Ranch Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Peccole Ranch Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Rancho Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Spring Valley Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Spring Valley Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Summerlin Area Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Summerlin Area Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Sunset Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Sunset Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Wellness Center	ANA	ANA	1	2M	ANA2	5	5	5
Blue Diamond	ANA	ANA	1	1	ANA2	7	7	7
Centennial Hills Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Centennial Hills Quick Care	ANA	ANA	1	1	ANA2	7	7	7
Southern Highlands Primary Care	ANA	ANA	1	2M	ANA2	5	5	5
Enterprise Occupational Medicine	ANA	ANA	1	1	ANA2	5	5	5
Enterprise Quick Care	ANA	ANA	1	1	ANA2	7	7	7
2040 Building								

Legend
- Times per week required
AN - As needed
ANA - As needed minimum annually
ANA2 - As needed minimum 2 times a year
Q - Quarterly
M - Monthly
2M - Twice Monthly
NA - Not applicable

EXHIBIT I

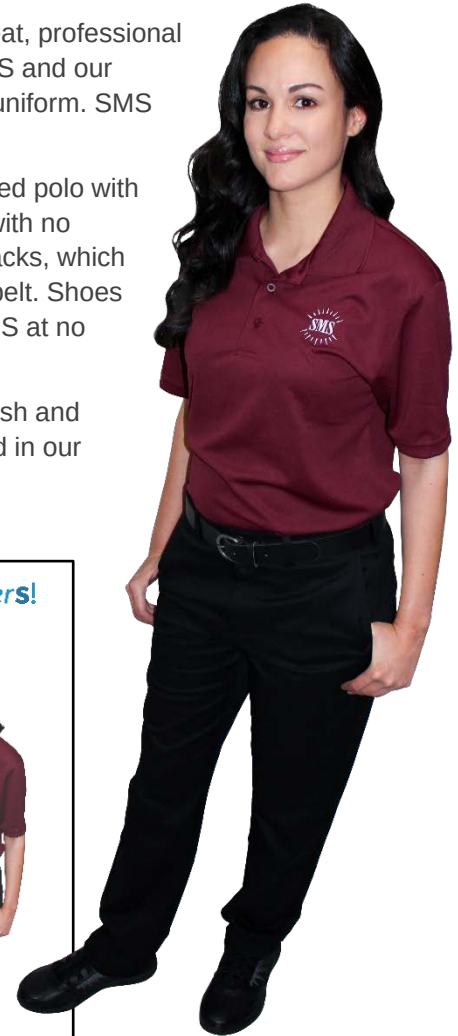
SMS UNIFORM STANDARDS

SMS UNIFORM STANDARDS

From day one, our employees are trained on the importance of maintaining a neat, professional appearance while at work. This reinforces the image of professionalism that SMS and our customers desire to project. Pictured to the right is an example of our standard uniform. SMS can customize colors and logos to match your facility.

For our standard uniforms, all frontline employees are required to wear a deep red polo with the white SMS logo on the left chest area. Shirts must be tucked in at all times with no wrinkles, fading, stains, or holes. SMS employees are required to wear black slacks, which must also be clean with no wrinkles, fading, stains, or holes, as well as a black belt. Shoes must be black and slip-resistant with rubber soles. Uniforms are provided by SMS at no cost to the employees.

Pictured below is our SMS Safety Matters Uniform Poster, which is in both English and Spanish, and is posted in all our breakrooms. This information can also be found in our SMS Employee Handbook.



SMS Service Management Systems safety matters!

What to Wear

To Be Customer-Ready!

A neat, professional appearance reinforces the image of professionalism that Service Management Systems desires to project. With these considerations in mind, we have developed a dress code that will provide general guidelines to be customer-ready, as well as following our Safety Matters program.

- Shirt 1**
Shirt must be tucked in at all times with no wrinkles, fading, stains, or holes.
- Belt 2**
Black belt must be worn at all times.
- Pants 3**
Black slacks must be clean with no wrinkles, fading, stains, or holes.
- Shoes 4**
Slip resistant shoes must be black with rubber soles.

During cold weather, uniforms may be supplemented by wearing business appropriate white garments under the uniform shirt.

Hint: coats, and sweaters may not be worn while you are inside, unless part of agreed upon uniform. Personal cell phones, earrings, necklaces, and bracelets are not to be worn. However, medical alert bracelets or necklaces are allowed.

* See Service Management Systems' Employee Handbook, version 2015, Personnel Appearance & Conduct: Medical Alert Items (Section 4.1.1) for more information on the use of medical alert items.

SMS Service Management Systems safety matters!

Qué ponerse

Para estar listo para el cliente

Una apariencia profesional y ordenada refuerza la imagen de profesionalidad que Service Management Systems desea proyectar. Con estas consideraciones en mente, hemos desarrollado un código de vestimenta que brindará pautas generales para que el cliente esté preparado y que siga nuestro programa de Safety Matters.

- Camisa 1**
La camisa debe estar metida hacia adentro todo el tiempo sin arrugas, decoloración, manchas o huecos.
- Cinturón 2**
Cinturón negro debe ser usado en todo momento.
- Pantalones 3**
Los pantalones negros deben estar limpios, sin arrugas, decoloraciones, manchas o agujeros.
- Zapatos 4**
Los zapatos antideslizantes deben ser negros con suelas de goma.

Durante el clima frío, los uniformes pueden complementarse con el uso de prendas blancas adecuadas para el negocio debajo de la camisa del uniforme.

Los sombreros, aretes y suéteres no se pueden usar mientras esta dentro, a menos que sea parte del uniforme autorizado.

No se deben usar **teléfonos celulares, aretes, collares ni brazaletes personales**. Sin embargo, se permiten pulseras o collares de alerta médica.

* Consulte el Manual de Personal de Service Management Systems, versión 2015, Política de Apariencia y Conducta: Elementos de Alerta Médica (Sección 4.1.1) para obtener más información sobre el uso de elementos de alerta médica.

FILL-IN SCHEDULE – Exhibit J

				Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hours
EVS Director				OFF	8	8	8	8	8	OFF	OFF	8	8	8	8	8	OFF	80
PM 1	EVS Supervisor		PM 1	8	8	OFF	OFF	8	8	8	8	8	OFF	OFF	8	8	8	80
PM 2	Rancho	4231 N. Rancho Dr., Las Vegas, NV 89130	PM 2	OFF	8.25	8.25	8.25	OFF	8.25	6.5	6.5	8.25	OFF	8.25	8.25	8.25	OFF	79
PM 2	Summerlin	2031 N. Buffalo Dr., Las Vegas, NV 89128		OFF	6.25	6.25	OFF	6.25	6.5	3.25	3.25	OFF	6.25	6.25	6.25	6.5	OFF	57
PM 3	Centennial Hills	5785 Centennial Center Blvd #190, Las Vegas, NV 89149	PM 3	OFF	6.25	6.25	OFF	6.25	6.5	3.25	3.25	OFF	6.25	6.25	6.25	6.5	OFF	57
PM 4	Enterprise	1700 Wheeler Peak Dr., Las Vegas, NV 89106	PM 4	OFF	6	6	6	OFF	6.5	3.25	3.25	6	OFF	6	6	6.5	OFF	55.5
PM 5	Wellness Center	701 shadow lane las vegas nv 89106	PM 5	OFF	6	5.5	5.5	5.5	6	OFF	OFF	6	5.5	5.5	5.5	6	OFF	57
PM 6	Spring Valley	4180 S. Rainbow Blvd., Las Vegas, NV 89103	PM 6	5.5	OFF	9.25	9.25	9.25	6.25	OFF	OFF	9.25	9.25	9.25	OFF	6.25	5.5	79
PM 6	Peccole Ranch	9320 W. Sahara Ave., Las Vegas, NV 89117		5.5	OFF	9.25	9.25	9.25	6.25	OFF	OFF	9.25	9.25	9.25	OFF	6.25	5.5	79
PM 7	Blue Diamond	4760 Blue Diamond, Rd., Las Vegas, NV	PM 7	3.5	4.5	OFF	4.25	4.25	4.5	OFF	OFF	4.5	4.25	4.25	OFF	4.5	3.5	42
PM 7	Southern Highlands	11860 Southern Highlands Pkwy, Las Vegas, NV		3.5	4.5	OFF	4.25	4.25	4.5	OFF	OFF	4.5	4.25	4.25	OFF	4.5	3.5	42
PM 8	Nellis	61 N Nellis Blvd., Las Vegas, NV 89110	PM 8	3	5	5	OFF	5	5	OFF	OFF	5	5	5	5	OFF	3	46
PM 9	Sunset	525 Marks St., Henderson, NV 89014	PM 9	OFF	4.5	4.5	4.5	OFF	4.5	2.25	2.25	OFF	4.5	4.5	4.5	4.5	OFF	40.5
PM 10	Floor Technician		PM 10	OFF	OFF	OFF	OFF	OFF	8	5.25	OFF	OFF	OFF	OFF	OFF	8	5.25	26.5
PM 11	2040 W. Charleston	2040 W Charleston BlvdLas Vegas, NV 89102	PM 11	OFF	3	3	3	3	3	OFF	OFF	3	3	3	3	3	OFF	30
			PM 2 Relief	6.5	OFF	OFF	OFF	8.25	OFF	OFF	OFF	OFF	8.25	OFF	OFF	OFF	6.5	29.5
			PM 3 Relief	3.25	OFF	OFF	6.25	OFF	OFF	OFF	OFF	6.25	OFF	OFF	OFF	OFF	3.25	19
			PM 4 Relief	3.25	OFF	OFF	OFF	6	OFF	OFF	OFF	OFF	6	OFF	OFF	OFF	3.25	18.5
			PM 6 Relief	OFF	9.25	OFF	OFF	OFF	OFF	5.5	5.5	OFF	OFF	OFF	9.25	OFF	OFF	29.5
			PM 7 Relief	OFF	OFF	4.25	OFF	OFF	OFF	3.5	3.5	OFF	OFF	OFF	4.25	OFF	OFF	15.5
			PM 8 Relief	OFF	OFF	OFF	5	OFF	OFF	3	3	OFF	OFF	OFF	OFF	5	OFF	16
			PM 9 Relief	2.25	OFF	OFF	OFF	4.5	OFF	OFF	OFF	4.5	OFF	OFF	OFF	OFF	2.25	13.5
			Totals	35.3	68.8	60	60	68	74.5	40.5	35.3	68.8	60	60	68	74.5	40.5	814

***Floor Technician:** Will perform three (3) hours of productive labor on these days, plus complete floor work.

EXHIBIT K

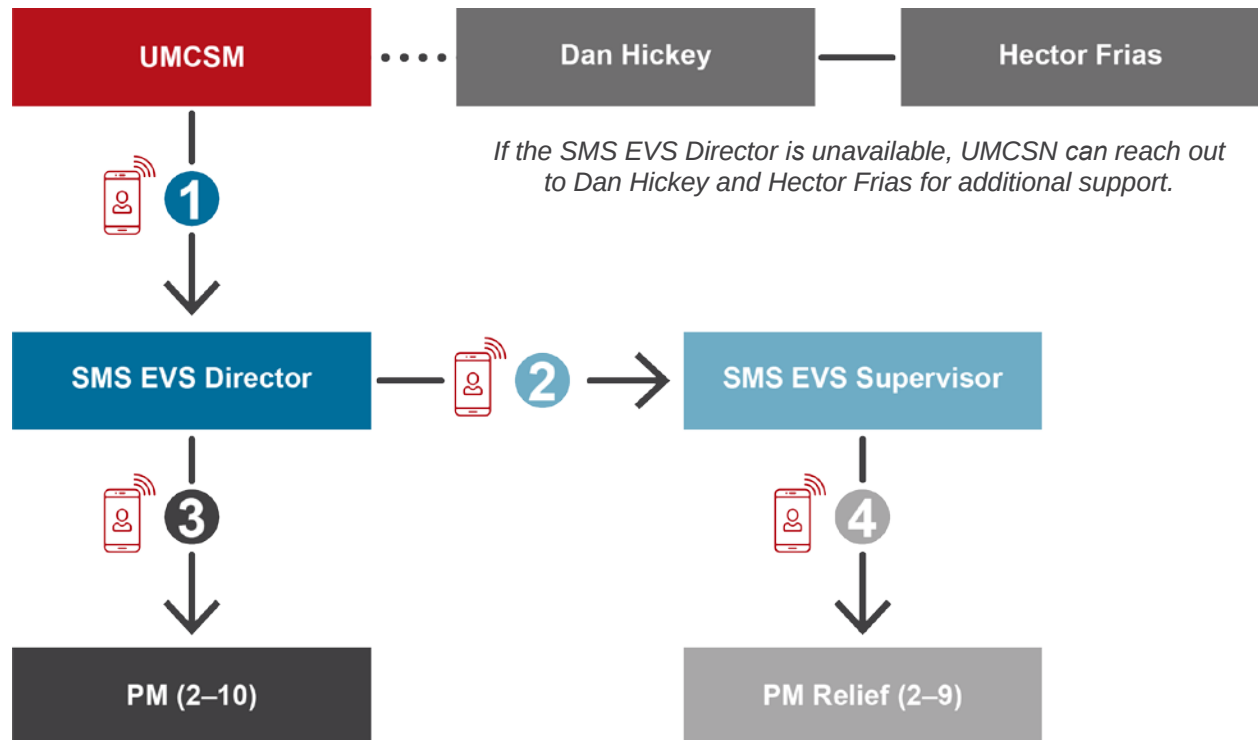
Ambulatory Care Janitorial Services Monthly Key Performance Indicators

Monthly Key Performance Indicators Review Table		
Key Performance Indicators (KPI)	Standards Met	Standards Not Met
Work Order Completion within 5 Days		
Quarterly Safety Compliance		
Quality Inspections		

SMSHC Management Staff will meet with UMC EVS Director to discuss

SMS Call Tree

In the event of an emergency, UMCSN would call the following:



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: <u>17-18</u>						
Corporate/Business Entity Name: <u>SERVICE MANAGEMENT SYSTEMS, INC</u>						
(Include d.b.a., if applicable)						
Street Address: <u>7135 CHARLOTTE PK</u>			Website: <u>WWW.SMSCLEAN.COM</u>			
City, State and Zip Code: <u>SUITE 100 NASHVILLE TN 37209</u>			POC Name: <u>DAN HICKEY</u>			
Telephone No: <u>(615) 399-1839</u>			Email: <u>dhickey@smclean.com</u>			
Nevada Local Street Address: <u>1300 W CHARLESTON BLVD</u>			Fax No: <u>(615) 391-1103</u>			
(If different from above)			Website:			
City, State and Zip Code: <u>LAS VEGAS NV 89102</u>			Local Fax No:			
Local Telephone No:			Local POC Name: <u>DAN HICKEY</u>			
			Email: <u>dhickey@smclean.com</u>			

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)
<u>SMSC HOLDINGS CORP</u>	<u>OWNER</u>	<u>100%</u>
<u>KEITH WOLKEN</u>	<u>PRESIDENT</u>	<u>0%</u>
<u>HIRAM COX</u>	<u>SECRETARY/TREASURER</u>	<u>0%</u>

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

- 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.)
- 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

Date

DISCLOSURE OF RELATIONSHIP

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

N/A

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

Business Associate Agreement

This Agreement is made effective as date of the last signature ("Effective Date") 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 **SMS Healthcare and Services Management Systems**, 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

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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.

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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:

By: _____

Mason VanHouweling

Title: CEO

4/6/2020

Date: _____

BUSINESS ASSOCIATE:

By: _____

Title: President

Date: 3/24/2020

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April 6th, 2020

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

Re: Request for competitive bidding information regarding Outsourced Managed Services, Janitorial Services.

Dear Ms. Heiy:

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

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

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

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



The above-described process was followed with respect to the Outsourced Managed Services, Janitorial Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Outsourced Managed Services, Janitorial Services category. Contracts were executed with SMS Healthcare, Cleaning Services Group, Reynolds & Reynolds, and General Building Maintenance Inc in December of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA ITEM**

Issue:	Liability Settlement	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 14
Recommendation: That the Governing Board 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 in the matter of Clark County District Court Case A-19-805763-C, entitled <i>Childress v. Compan; and University Medical Center of Southern Nevada</i>; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)		

FISCAL IMPACT:

Fund #: N/A
Fund Center: N/A

Fund Name: N/A
Amount: N/A

BACKGROUND:

Plaintiff Gwen Compan ("Plaintiff") was injured in a motor vehicle accident involving a University Medical Center of Southern Nevada ("UMC") employee who was returning to work from on call status. UMC and the employee were both named as Defendants. Plaintiff has agreed to settle this matter, pending approval by the Board of Hospital Trustees, for Eighty Two Thousand Seven Hundred Forty-Three and 00/100 Dollars (\$82,473.00), with Fifty Seven Thousand Seven Hundred Forty-Three Dollars and 00/100 (\$57,743.00) to be paid by UMC's insurance carrier, and Twenty-Five Thousand and 00/100 (\$25,000.00) to be paid by the employee's insurance carrier, inclusive of all attorney's fees and costs, with no admission of wrongdoing, and to mitigate unknown costs of protracted litigation.

This settlement has been reviewed and recommended by UMC Administration, UMC's outside litigation counsel, and UMC's Office of General Counsel.

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Respectfully submitted,

Cleared for Agenda
April 29, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

14

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

FOR THE SOLE CONSIDERATION OF **EIGHTY TWO THOUSAND SEVEN HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$82,473.00)(\$57,743.00 from Travelers and \$25,000 from Progressive)**, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, **TOWANDA CHILDRESS**, hereby releases and forever discharges **GWEN ELIZABETH COMPAN**, and **UNIVERSITY MEDICAL CENTER ("UMC")**, UMC's Governing Board, Clark County, Nevada, the Board of County Commissioners sitting as the Board of Hospital Trustees for UMC, and each of the aforementioned's present/former officers, directors, shareholders, Commissioners, Board members, employees, agents, attorneys and any related entities, their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or who may be claimed to be liable, none of whom admits any liability to the undersigned but who all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, including but not limited to all claims presented in the litigation entitled **CHILDRESS V. COMPAN, UMC, Eighth Judicial District Court Case No. A805763, Clark County, Las Vegas, Nevada, Department VIII**, and particularly on account of all injuries, known or unknown, both to person and property, which have resulted or may in the future develop from an incident which occurred on or about **February 1, 2019**. This Release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, his heirs, executors, agents and assigns.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

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The undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

The undersigned further declares and represents that this settlement is made in good faith and is a fair and equitable settlement, and that the undersigned voluntarily executes this agreement after being fully advised by counsel.

It is further understood that this full and absolute Release is given in good faith, and in particular, pursuant to Nevada Revised Statutes, Chapter 17 (Nevada's version of the Uniform Contribution Among Joint Tortfeasors Act), and any other act, law, or statute applicable.

Plaintiff, TOWANDA CHILDRESS, hereby agrees to hold harmless and indemnify **GWEN ELIZABETH COMPAN, and UNIVERSITY MEDICAL CENTER ("UMC"), UMC's Governing Board, Clark County, Nevada, the Board of County Commissioners sitting as the Board of Hospital Trustees for UMC, and each of the aforementioned's present/former officers, directors, shareholders, Commissioners, Board members, employees, agents, attorneys and any related entities**, their agents and representatives, any successors and assigns, from any and all liability, further loss, damages, or expenses incurred because of any legal action or threat of legal action which they might bring or which might be brought on her behalf or brought by creditors or lienholders as a result of the expenses she has incurred or which have been incurred on her behalf, arising out of the incident which occurred on **February 1, 2019**, including attorneys' fees, costs, and expenses, incurred by any said parties in connection with any legal action or threat of legal action.

Plaintiff, TOWANDA CHILDRESS, understands that, with respect of amounts paid hereunder, a claim might be made against her by her own insurance carrier, governmental agency (including but not limited to Medicare, SIIS, Department of Defense, or AHCCS) or other persons or organizations with whom she has an agreement or other arrangements or purported obligation with respect to reimbursement or payment of medical or other expenses. The validity of any such claim is not conceded. However, if any such claim is valid, or if similar claim is made against any person or entity released hereunder, the undersigned agrees to make such payments immediately in full out of the settlement monies identified above and to defend and indemnify the parties released hereunder with respect thereto.

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Plaintiff TOWANDA CHILDRESS expressly acknowledges and agrees that this Release is contingent upon approval by UMC's Governing Board and approval by the Board of Hospital

Trustees for UMC, and shall only become effective upon such approval.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of
April, 2020.



TOWANDA CHILDRESS

STATE OF NEVADA }
COUNTY OF CLARK } ss.

TOWANDA CHILDRESS, being first duly sworn, deposes and says:

That she is the Plaintiff in an action against **GWEN ELIZABETH COMPAN, and
UNIVERSITY MEDICAL CENTER dba UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**, that she has read the foregoing RELEASE and knows the contents
thereof, and that the same is true of her own knowledge except for those matters therein stated on
information and belief, and for those matters she believes them to be true.



TOWANDA CHILDRESS

SUBSCRIBED and SWORN to before me
on this _____ day of _____, 2020.

04 / 15 / 2020

NOTARY PUBLIC in and for
said County and State

MEDICARE AFFIDAVIT

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

TOWANDA CHILDRESS, being first duly sworn, does depose and say:

1. That I am the Plaintiff in the legal action entitled CHILDRESS V. COMPAN, UMC, currently pending before the Eighth Judicial District Court of Nevada and identified by case number A805763;
2. That I ____ am ☒ am not (check one) currently eligible for Medicare/Medicaid benefits;
3. That I ____ am ☒ am not (check one) currently receiving Medicare/Medicaid benefits;
4. Medicare/Medicaid ____ has ☒ has not (check one) asserted a lien to recover proceeds through any settlement of this action/claim/case;
5. Medicare/Medicaid has ____ has not ☒ (check one) paid or been requested to pay for any medical bills for health care services I received as a consequence of the subject accident.
6. That I agree to notify Progressive Insurance COMPANY should any of the above information change.

DATED this 15 day of April, 2020.


TOWANDA CHILDRESS

SUBSCRIBED and SWORN to before me
this ____ day of _____, 2020. 04 / 15 / 2020

NOTARY PUBLIC in and for said
COUNTY and STATE

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**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. # 15
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

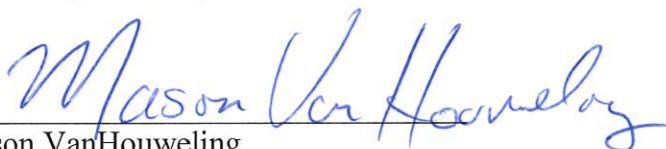
None

BACKGROUND:

The Governing Board will receive a report on the February 19, 2020 and the March 18, 2020 Governing Board Audit and Finance Committee meetings.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
April 29, 2020

Agenda Item #

15

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Monthly Financial Report for February and March FY20 Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 16
Recommendation: That the Governing Board receive an update on the monthly financial report for February and March FY20, and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

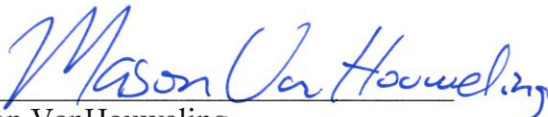
BACKGROUND:

The Governing Board will receive an update from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

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Respectfully submitted,

Cleared for Agenda
April 29, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

16



February 2020 Financials

KEY INDICATORS- FEB

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	15,322	14,834	488	3.29%	14,739	3.96%
Total Admissions	1,736	1,981	(245)	(12.37%)	2,004	(13.37%)
Observation Cases	1,217	1,378	(161)	(11.68%)	1,378	(11.68%)
AADC	528	512	16	3.13%	526	0.38%
ALOS (Admits)	5.71	5.22	0.49	9.39%	5.08	12.40%
ALOS (Obs)	1.37	1.36	0.01	0.87%	1.36	0.87%
Hospital CMI	1.77	1.88	(0.11)	(6.08%)	1.88	(6.08%)
Medicare CMI	1.82	2.27	(0.45)	(19.96%)	2.27	(19.96%)
IP Surgery Cases	729	825	(96)	(11.64%)	825	(11.64%)
OP Surgery Cases	478	401	77	19.20%	401	19.20%
Total ER Visits	9,480	8,504	976	11.48%	8,990	5.45%
ED to Admission	7.16%	-	-	-	8.02%	(10.69%)
ED to Observation	12.22%	-	-	-	16.25%	(24.83%)
ED to Adm/Obs	19.38%	-	-	-	24.27%	(20.16%)
Quick Cares	17,809	19,367	(1,558)	(8.04%)	17,428	2.19%
Primary Care	5,728	6,403	(675)	(10.54%)	5,751	(0.40%)
Deliveries	119	-	-	-	129	(7.75%)

SUMMARY INCOME STATEMENT - FEB

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$52,884,181	\$56,939,825	(\$4,055,644)	(7.12%) 
Net Patient Revenue as a % of Gross	18.71%	19.82%	(1.11%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$54,358,634	\$56,172,191	\$1,813,556	3.23% 

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$1,474,453)	\$767,635	(\$2,242,088)	292.08% 
Add back: Depr & Amort.	\$1,833,639	\$1,874,568	\$40,929	2.18% 
Tot Inc from Ops plus Depr & Amort.	\$359,186	\$2,642,203	(\$2,283,017)	(86.41%) 

SUMMARY INCOME STATEMENT – YTD FEB

REVENUE	Actual	Budget	Variance	% Variance	
Total Net Revenue	\$446,039,596	\$453,831,483	(\$7,791,887)	(1.72%)	↓
Net Patient Revenue as a % of Gross	18.09%	19.02%	(0.94%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$454,171,145	\$462,189,067	\$8,017,923	1.73%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,131,549)	(\$8,357,584)	\$226,035	2.70%	↑
Add back: Depr & Amort.	\$14,836,065	\$14,919,338	\$83,273	0.56%	↑
Tot Inc from Ops plus Depr & Amort.	\$6,704,516	\$6,561,753	\$142,762	2.18%	↑

SALARY & BENEFIT EXPENSE – FEB

	Actual	Budget	Variance	% Variance	
Salaries	\$21,904,891	\$22,086,219	\$181,327	0.82%	↑
Benefits	\$10,526,667	\$10,597,146	\$70,479	0.67%	↑
Overtime	\$695,632	\$958,564	\$262,932	27.43%	↑
Contract Labor	\$218,927	\$104,294	(\$114,634)	(109.91%)	↓
TOTAL	\$33,346,118	\$33,746,222	\$400,104	1.19%	↑

EXPENSES - FEB



	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,647,187	\$3,647,339	\$151	0.00%	↑
Supplies	\$7,910,554	\$8,971,848	\$1,061,294	11.83%	↑
Purchased Services	\$5,468,094	\$5,464,006	(\$4,087)	(0.07%)	↓
Depreciation & Amortization	\$1,833,639	\$1,874,568	\$40,929	2.18%	↑
Repairs & Maintenance	\$368,170	\$418,434	\$50,264	12.01%	↑
Utilities	\$242,719	\$277,130	\$34,411	12.42%	↑
Other Expenses	\$1,230,332	\$1,065,763	(\$164,569)	(15.44%)	↓
Rental/Leases	\$311,822	\$706,881	\$395,059	55.89%	↑
Total Other Expenses	\$21,012,516	\$22,425,968	\$1,413,452	6.30%	↑



March 2020 Financials

KEY INDICATORS- MAR

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	15,564	16,109	(544)	(3.38%)	16,180	(3.80%)
Total Admissions	1,603	2,060	(457)	(22.18%)	2,131	(24.78%)
Observation Cases	1,124	1,514	(390)	(25.76%)	1,514	(25.76%)
AADC	502	520	(18)	(3.38%)	522	(3.82%)
ALOS (Admits)	6.19	5.44	0.75	13.76%	5.21	18.78%
ALOS (Obs)	1.37	1.29	0.07	5.78%	1.29	5.78%
Hospital CMI	1.82	1.84	(0.02)	(0.89%)	1.84	(0.89%)
Medicare CMI	2.00	2.24	(0.24)	(10.56%)	2.24	(10.56%)
IP Surgery Cases	654	854	(200)	(23.42%)	854	(23.42%)
OP Surgery Cases	412	501	(89)	(17.76%)	501	(17.76%)
Total ER Visits	8,586	8,901	(315)	(3.54%)	10,308	(16.71%)
ED to Admission	7.07%	-	-	-	8.42%	(16.05%)
ED to Observation	12.49%	-	-	-	15.84%	(21.16%)
ED to Adm/Obs	19.56%	-	-	-	24.26%	(19.39%)
Quick Cares	14,818	21,482	(6,664)	(31.02%)	19,279	(23.14%)
Primary Care	4,542	6,702	(2,160)	(32.23%)	5,987	(24.14%)
Deliveries	123	-	-	-	128	(3.91%)

SUMMARY INCOME STATEMENT - MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Net Revenue	\$50,395,736	\$57,980,077	(\$7,584,341)	(13.08%)	↓
Net Patient Revenue as a % of Gross	18.19%	19.23%	(1.04%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$59,314,596	\$58,927,863	(\$386,733)	(0.66%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,918,860)	(\$947,786)	(\$7,971,074)	(841.02%)	↓
Add back: Depr & Amort.	\$2,110,242	\$1,874,568	(\$235,673)	(12.57%)	↓
Tot Inc from Ops plus Depr & Amort.	(\$6,808,618)	\$926,782	(\$7,735,401)	(834.65%)	↓

SUMMARY INCOME STATEMENT – YTD MAR

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$496,435,331	\$511,811,560	(\$15,376,228)	(3.00%) ↓
Net Patient Revenue as a % of Gross	18.10%	19.05%	(0.95%)	-
EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$513,485,741	\$521,116,930	\$7,631,190	1.46% ↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$17,050,409)	(\$9,305,370)	(\$7,745,039)	(83.23%) ↓
Add back: Depr & Amort.	\$16,946,307	\$16,793,906	(\$152,400)	(0.91%) ↓
Tot Inc from Ops plus Depr & Amort.	(\$104,103)	\$7,488,536	(\$7,592,638)	(101.39%) ↓

SALARY & BENEFIT EXPENSE – MAR

	Actual	Budget	Variance	% Variance	
Salaries	\$24,076,864	\$23,776,023	(\$300,841)	(1.27%)	↓
Benefits	\$11,144,272	\$11,194,850	\$50,579	0.45%	↑
Overtime	\$877,862	\$1,041,149	\$163,287	15.68%	↑
Contract Labor	\$262,616	\$104,294	(\$158,322)	(151.80%)	↓
TOTAL	\$36,361,614	\$36,116,316	(\$245,298)	(0.68%)	↓

EXPENSES - MAR

	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,377,254	\$3,713,451	\$336,197	9.05%	↑
Supplies	\$9,342,645	\$9,252,431	(\$90,213)	(0.98%)	↓
Purchased Services	\$5,489,034	\$5,464,006	(\$25,028)	(0.46%)	↓
Depreciation & Amortization	\$2,110,242	\$1,874,568	(\$235,673)	(12.57%)	↓
Repairs & Maintenance	\$435,087	\$414,684	(\$20,403)	(4.92%)	↓
Utilities	\$278,373	\$326,859	\$48,487	14.83%	↑
Other Expenses	\$1,171,882	\$1,057,560	(\$114,321)	(10.81%)	↓
Rental/Leases	\$748,465	\$707,986	(\$40,479)	(5.72%)	↓
Total Other Expenses	\$22,952,982	\$22,811,547	(\$141,435)	(0.62%)	↓

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Proposed Final Budget for FY 2021	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 17
Recommendation: That the Governing Board Approve the Proposed Final FY 2021 Operating Budget to be submitted by Clark County for consideration; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

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Respectfully submitted,

Cleared for Agenda
April 29, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

17



FY2021 Budget

AFC
04/22/2020

FY2021 Revenue Assumptions

- **Gross Charges – Rolling 12 Months**
 - Actual Gross Charges Dec 19 YTD adjusted for OP Surgery charging methodology change (procedures to OR minutes)
 - Dec 19 YTD Gross Charges/Calendar Days for 6 months (Jul 19 – Dec 19) multiplied by Calendar days for 12 months (Jul 20 – Jun 21)
 - Included service line expansions and new clinics
 - 5% CDM increase effective July 1
 - Payor mix determined by insurance plan and patient type (IP Hosp, OP Hosp, QC or PC) using Epic Data Jul 2019 – Jan 2020
 - Adjusted for COVID-19 related volume decreases

- **Net Revenue**
 - Calculated Net Revenue per IP volume and per Visit (OP Hosp, QC & PC separately) by Insurance Plan using closed accounts data Jan 2019 – Dec 2019
 - Fed Supplemental Payments calculated and built separately into budget

FY2021 Budget Key Stats

	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	%
APDs	186,942	177,996	171,478	(6,518)	(3.66%)
Total Admissions	24,355	20,455	19,865	(590)	(2.88%)
Observation Days	13,011	18,086	17,812	(274)	(1.51%)
AADC	511	488	470	(18)	(3.69%)
ALOS (Adm)	5.30	5.61	5.54	(0.07)	(1.25%)
Hospital CMI	1.82	1.74	1.82	0.08	4.60%
Medicare CMI	2.21	1.86	1.89	0.03	1.61%
IP Surgery Cases	10,051	8,357	7,882	(475)	(5.68%)
OP Surgery Cases	5,940	4,994	4,902	(92)	(1.84%)
Total ER Visits	113,428	103,289	103,083	(206)	(0.20%)
Quick Care	184,020	168,472	169,990	1,518	0.90%
Primary Care	65,791	55,618	49,116	(6,502)	(11.69%)
Deliveries	1,848	1,667	1,605	(62)	(3.72%)

FY2021 Budget Income Statement Summary

REVENUE	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	% Variance
Total Gross Patient Revenue	\$3,400,519,152	\$3,329,208,031	\$3,444,247,610	\$115,039,579	3.46%
Net Patient Revenue	\$672,577,776	\$591,588,093	\$596,617,530	\$5,029,437	0.85%
Other Revenue	\$20,353,859	\$27,391,410	\$26,067,564	(\$1,323,846)	(4.83%)
Total Net Revenue	\$692,931,635	\$618,979,503	\$622,685,093	\$3,705,590	0.60%
Net Patient Revenue as a % of Gross	19.78%	17.77%	17.32%	(0.45%)	

EXPENSE	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	% Variance
Total Operating Expense	\$688,905,920	\$702,574,078	\$716,754,130	(\$14,180,052)	(2.02%)

INCOME FROM OPS	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	% Variance
Total Inc from Ops	\$4,025,715	(\$83,594,575)	(\$94,069,037)	(\$10,474,462)	(12.53%)
Add back: Depr & Amort.	\$28,556,742	\$22,149,489	\$25,693,104	\$3,543,615	(16.00%)
Tot Inc from Ops plus Depr & Amort.	\$32,582,457	(\$61,445,086)	(\$68,375,933)	(\$6,930,847)	(11.28%)

FY2021 Net Operating Revenue Explanations

- Federal supplemental payments increasing \$2.9M or 1.5%
- Total adjusted net patient revenue increasing \$2.1M or 0.5%
 - Rates/Operations/Strategy
 - (\$15.6M) – COVID-19 decrease
 - \$6.0M – Managed Care Rate Increases
 - \$4.1M – Inpatient Medicaid Rate Increases
 - \$3.4M – Service Line Business/Expansion
 - \$2.0M – CMI/ coding improvement
 - \$1.2M – Net revenue impact of CDM rate increase
 - \$1.0M – Denials Management

Other Operating Revenue decreasing (4.8%) or (\$1.3M)

- (\$6.3M) – Normalized for one time CARES Act stimulus in FY20
- \$5.2M – 340B Net Other Revenue

FY2021 Budget Expense Summary

	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	% Variance
Salaries, Wages, and Benefits	\$413,754,334	\$422,342,319	\$440,391,664	(\$18,049,345)	(4.27%)
Professional Fees	\$44,026,765	\$43,092,703	\$42,714,598	\$378,105	0.88%
Supplies	\$106,157,322	\$120,555,133	\$104,793,109	\$15,762,024	13.07%
Purchased Services	\$64,582,076	\$62,501,871	\$67,629,240	(\$5,127,369)	(8.20%)
Depreciation & Amortization	\$28,556,742	\$22,149,489	\$25,693,104	(\$3,543,615)	(16.00%)
Repairs & Maintenance	\$5,011,154	\$5,168,999	\$8,038,149	(\$2,869,150)	(55.51%)
Utilities	\$4,125,373	\$4,486,964	\$4,476,095	\$10,869	0.24%
Other Expenses	\$14,013,583	\$14,012,620	\$14,949,282	(\$936,662)	(6.68%)
Rental/Leases	\$8,678,570	\$8,263,980	\$8,068,889	\$195,091	2.36%
Total Expenses	\$688,905,920	\$702,574,078	\$716,754,130	(\$14,180,052)	(2.02%)

FY2021 Budget SWB Summary

	FY19 Actuals	FY20 Projection	FY21 Budget	Variance	% Variance
Salaries	\$274,226,982	\$275,031,695	\$286,009,510	(\$10,977,815)	(3.99%)
Benefits	\$126,657,317	\$134,606,548	\$141,026,263	(\$6,419,715)	(4.77%)
Overtime	\$11,206,932	\$9,729,834	\$10,096,676	(\$366,842)	(3.77%)
Contract Labor	\$1,663,103	\$2,974,242	\$3,259,215	(\$284,973)	(9.58%)
TOTAL	\$413,754,334	\$422,342,319	\$440,391,664	(\$18,049,345)	(4.27%)
OT as % of Salaries	4.09%	3.54%	3.53%	0.01%	
Total Paid FTEs	3,656	3,512	3,602	(90)	(2.56%)

FY2021 Budget SWB Explanations

- Salaries and Benefits Assumptions
 - Budgeted SWB as a percent of Net Revenue 68.2% vs Projected 70.7%
 - Estimated Wage Adjustments
 - Peds hospitalists services brought in house
 - Service Line Business/Expansion
 - Group Health Insurance increases
 - Retiree Medical Loss billing (amount provided by the County)
 - Longevity (based on years of services)

- Professional Fees
 - \$425K – Pediatric hospitalist services (switched from PSA to employed model)
- Purchased Services
 - \$1.7M – Biomed (moved to Repairs & Maintenance)
 - (\$1.2M) – Due to contracted pharmacies 340B program
 - (\$1.1M) – EPIC maintenance and hosting fees due to volume increases, contract rate, and new modules
 - (\$950K) – Kidney cost and volume (Transplant)
 - (\$920K) – Advertising
- Supplies
 - \$11.2M – Medical Supplies
 - \$17.0M – Normalized for COVID-19 purchases in FY20 not to repeat in FY21
 - (\$13.8M) – COVID-19 increase
 - \$8.0M – Volume decrease
 - (\$377K) – Other Supplies (Non-Medical)
 - \$582K – Normalized for COVID-19 purchases in FY20 not to repeat in FY21
 - (\$741K) – Cleaning supplies

- Depreciation
 - (\$2.3M) – Estimated FY20 capital related to \$31M
 - (\$1.2M) – EPIC costs related to Cupid, Beaker, and Phoenix
- Rentals and Leases
 - \$555K – Women's center rental payments ended in FY19
- Repairs and Maintenance
 - (\$2.6M) – Moving Biomed from Purchased Services plus contract increase of \$900K.
- Utilities
 - (\$29K) – New clinics
- Other Expenses
 - (\$332K) – Coding software license
 - (\$185K) – Financial reporting software (moving from Purchased Services)
 - (\$115K) – New email cloud security system
 - (\$100K) – Legal

FY2021 Budget to Revised Budget Variance

IP: 8% Reduction
OP: 14% Reduction

IP: 23% Reduction
OP: 48% Reduction

	Recommended BUD FY21	*Revised Assumptions BUD FY21	Budget vs Revised Var	Var %
Patient Days	109,987	92,714	(17,273)	(15.70%)
Total APDs	171,478	137,282	(34,196)	(19.94%)
Admissions	19,865	15,712	(4,153)	(20.91%)
Visits	340,042	209,797	(130,245)	(38.30%)
Total Operating Revenue	622,685,093	481,046,655	(141,638,438)	(22.75%)
Total Operating Expenses	716,754,130	716,754,130	0	0.00%
Net Operating Income	(94,069,036)	(235,707,475)	(141,638,439)	150.57%
Add Back Depreciation and Amortization	25,693,104	25,693,104	0	0.00%
Income from Ops (plus depreciation and amortization)	(68,375,933)	(210,014,371)	(141,638,439)	207.15%

*Revised Assumptions

- Volumes do not fully recover in FY21 (forecasted to recover fully in 4 years consistent with the County projections)
- Second outbreak of coronavirus hits in late fall
- Significant payor mix deterioration
- Expenses held flat (volumes drop but increased labor needs for COVID-19 care, plus increase in supply expense primarily for PPE)

**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. # 18
Recommendation: That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

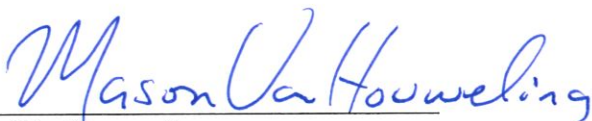
None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
April 29, 2020

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 19
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

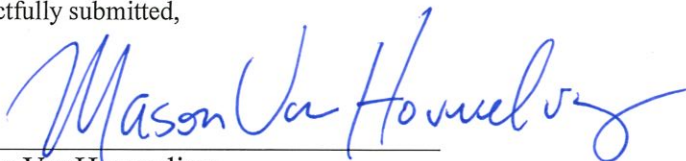
None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
April 29, 2020

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CEO COVID-19 Update

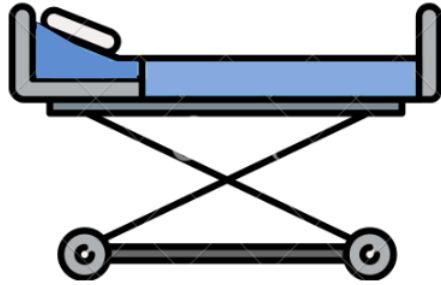
April 29TH, 2020

The antidote to fear is knowledge and preparedness.



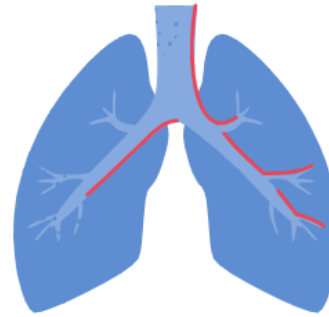
Acute Care Beds

4,623



ICU Beds

603



Ventilators

697



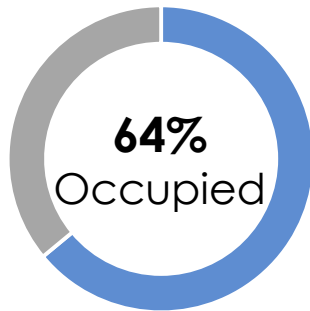
Staffing Levels

Stable



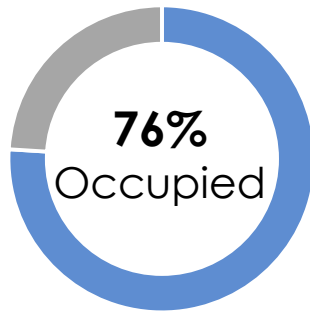
PPE

Moderate



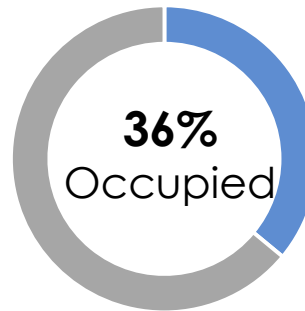
COVID-19

9.45% Confirmed
5.23% Suspected



COVID-19

29.17%



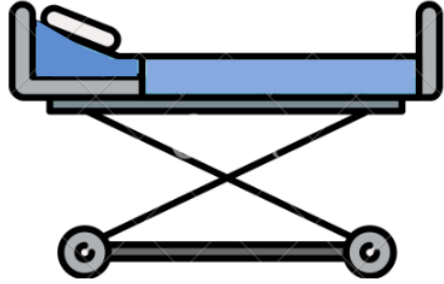
COVID-19

38.62%

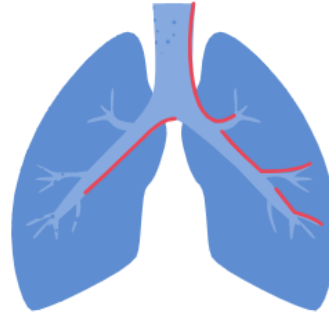




Acute Care Beds
541



ICU Beds
106



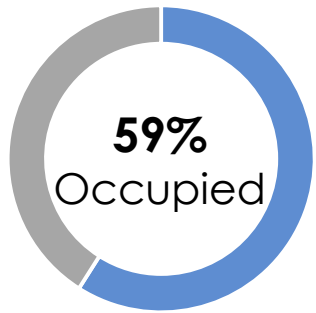
Ventilators
142



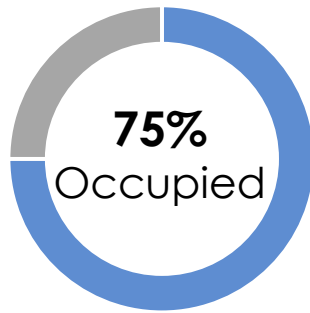
Staffing Levels
Stable



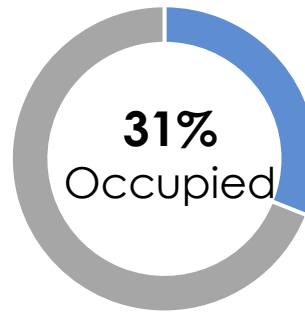
PPE
Moderate



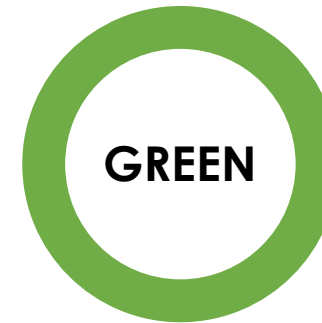
COVID-19
12.77% Confirmed
6.23% Suspected



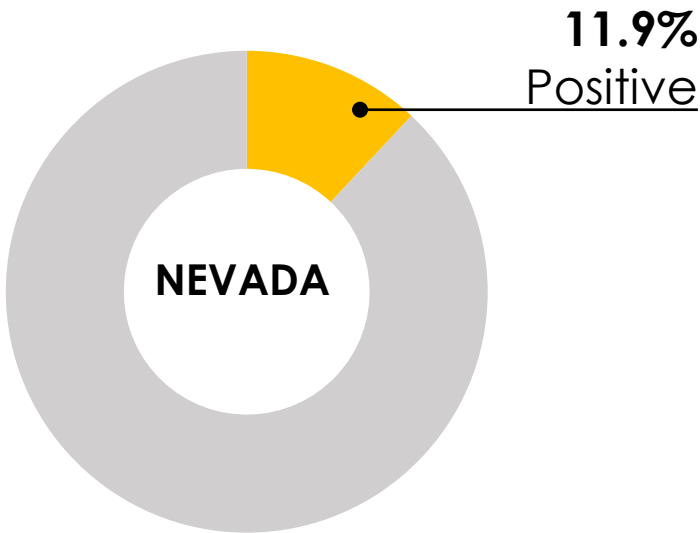
COVID-19
36%



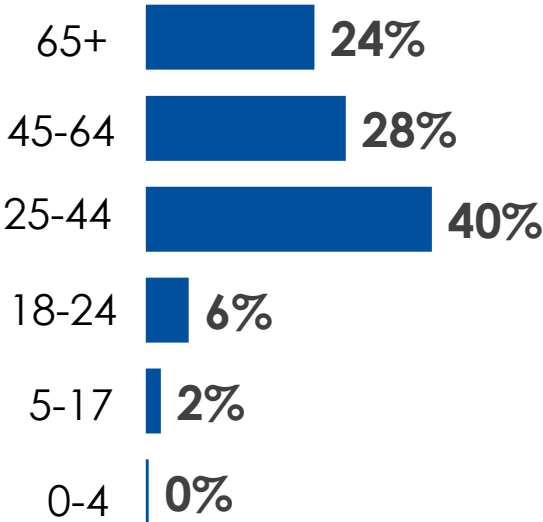
COVID-19
36%



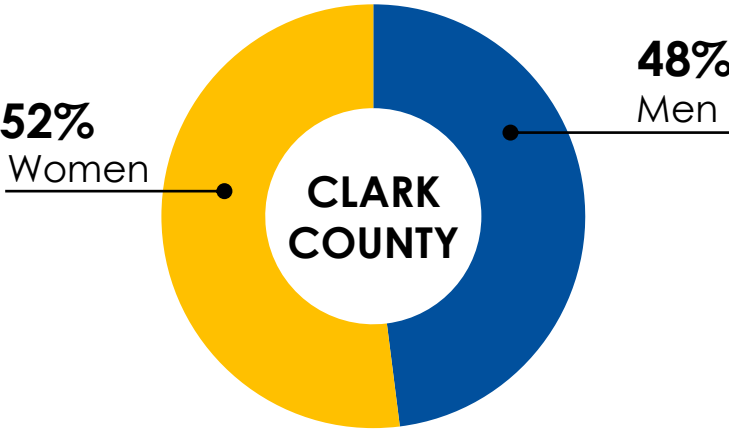
40,119 People Tested



Age



Gender



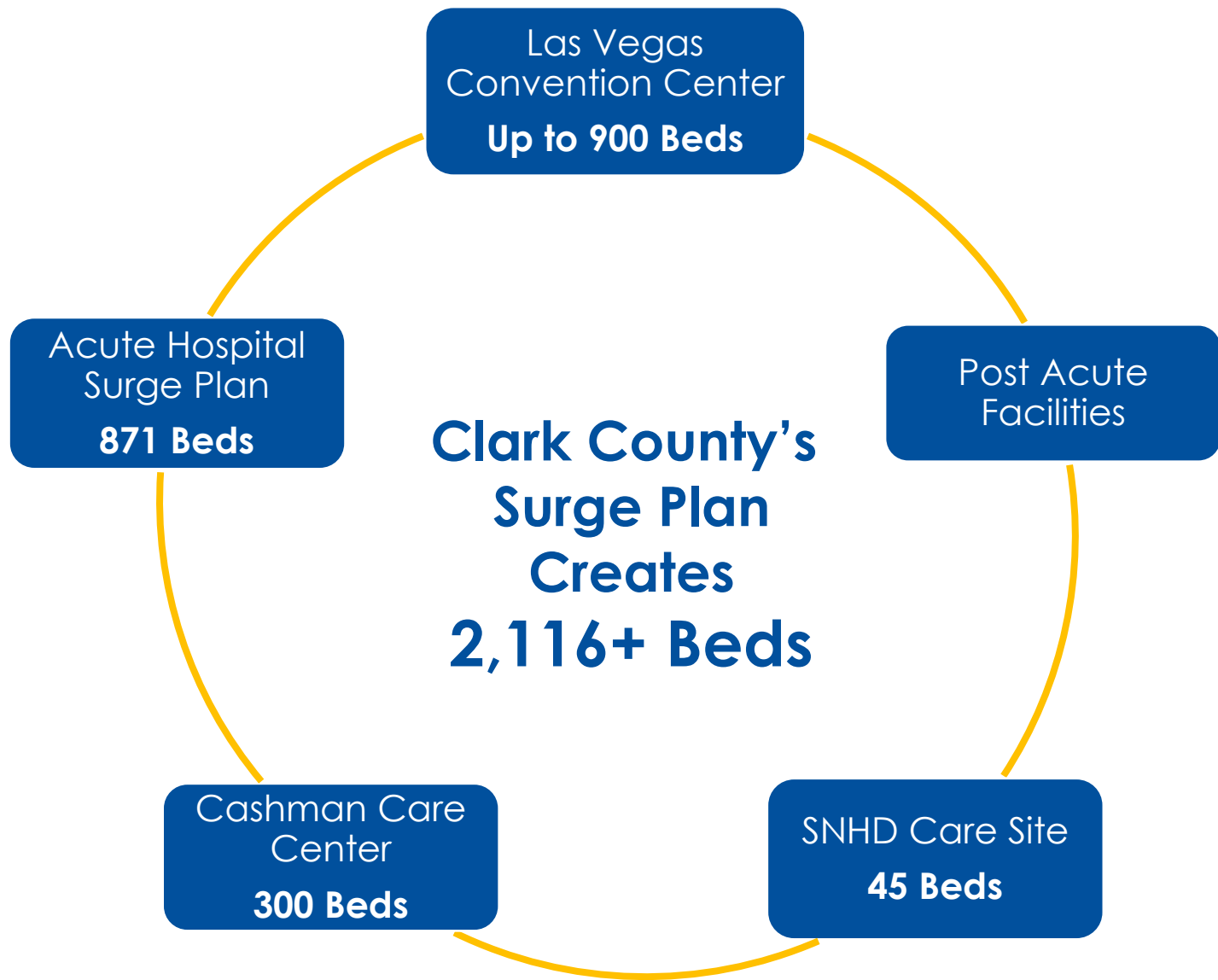
Current Treatment Options for COVID-19

Available Drug Treatments

- Darunavir
- Remdesivir
- Biologics

Therapies for Critical Care

- Critical Care Treatment Pathway
- Early Intubation & Ventilator Support
- Early Tracheostomy Support
- Balanced Fluid Resuscitation
- Continuous Renal Replacement Therapy
- Symptomatic Care
- Prone Positioning for Patients





Nevada State Health Lab

400 test capacity per day



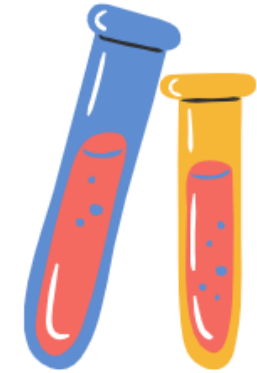
Southern Nevada Health District

200 test capacity per day



University Medical Center

500 test capacity per day



Quest 330 per day
Lab Corp 316 per day
UNLV/CPL 171 per day



1,500 tests per day

April 25th

4,000 tests per day

May 1st

Launch Anti-Body Testing

May 30th

10,000 test per day

June 1st

Swab collections will be taken through community partners and processed at UMC's Lab

THANK YOU!



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 20
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

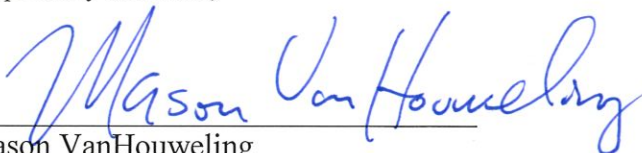
None

BACKGROUND:

None.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
April 29, 2020

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