UMC Governing Board Meeting

September 30, 2020 2:00 pm

Delta Point - Emerald Suite

Conference Dial-in Number: (888) 740-1264 Participant Access Code: 1337142659

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
September 30, 2020, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, September 30, 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 1337142659.

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 August 26, 2020. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the September 2020 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 22, 2020. *(For possible action)*

5. Ratify the Amendment 6 to the Cerner System Agreement with Cerner Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

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

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

8. Approve the addition of Equipment Schedule 010 to Master Lease Agreement No. 21237667 between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*

9. Approve the addition of Equipment Schedule 011 to Master Lease Agreement No. 21237667 and Service Agreement between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreements. *(For possible action)*

10. Approve the Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*

SECTION 3: BUSINESS ITEMS

11. Receive refresher education regarding Public Records, Open Meeting Law and the Local Purchasing Act from James Conway, Assistant General Counsel; and take any action deemed appropriate. *(For possible action)*

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

13. Receive an update on the monthly financial reports for August FY21; and take any action deemed appropriate. *(For possible action)*

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

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

SECTION 4: EMERGING ISSUES

16. 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
August 26, 2020

UMC ProVidence Conference Room
UMC Trauma Building (5th Floor)
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, August 26, 2020
2:00 PM.

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

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair (via phone)
Donald Mackay, M.D., Vice-Chair
Harry Hagerty
Robyn Caspersen (via phone)
Laura Lopez-Hobbs (via phone)
Christian Haase (via phone)
Renee Franklin (via phone)
Jeff Ellis – (via phone)
Mary Lynn Palenik – (via phone)

Ex-Officio Members:

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

Others Present:
Mason VanHouweling, Chief Executive Officer (via phone)
Susan Pitz, General Counsel
Marcia Turner, Chief Administrative Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Jeremy Aguero (Via WebEx)
Dennis Hall, IT
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: Letter dated August 26, 2020 received from Michael T. Monroe, MD, G. Mark Sylvain, MD and Richard N. Wulff, MD of Orthopaedic Specialists of Nevada, LLC regarding Agenda Item 13, was read into the record by Susan Pitz, UMC General Counsel.

This concludes the public comment.

At this time, Chair O'Reilly called for presentation of Item 18 due to time constraints of Mr. Aguero.

ITEM NO. 18 Receive a presentation from Jeremy Aguero of Applied Analysis on the current economic environment and forecast for Southern Nevada Post-COVID-19; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Power point

DISCUSSION:

Mr. VanHouweling introduced Mr. Aguero as a leader in the State for economic forecasting.

Jeremy Aguero shared a brief slide presentation overview of the current economic environment and forecast for Southern Nevada Post- COVID-19. He stated that, though COVID is thought of as a public health crisis, it is also an economic, fiscal and legal challenge that we are facing as well. He acknowledged that the public health crisis has translated into an economic crisis, which has led to concern and instability within our economy.

He put into perspective the remarkable economic downturn that we are facing today as compared to the Great Recession and September 11th. The impact on employment loss in the community in a short period of time was highlighted. He emphasized that in a two month period alone, a decade of employment was lost. The magnitude of the employment declines has impacted every sector of the economy, including hospitality. He added that the speed and depth of the decline is substantial and is greater than anything ever seen in history. He continued by demonstrating why the declines are so great in the leisure and hospitality industry.

Next, he spoke about the dramatic public health and economic affects in unpaid mortgage payments, food insufficiencies and delayed medical care because of COVID-19.

Transitioning to fiscal impact, he referenced the Cares Act funding of $2.3 trillion dollars. He emphasized what a remarkable amount of money this is to assist consumers. He presented a breakdown in terms of US disposable personal income; the amount that is put in the hands of consumers. He added that unemployment compensation is remarkably high and different that what was seen in the previous recessions and economic down turns. He mentioned that we are burning through the relief programs and funding faster that we can get through the crisis.

Finally, he touched on some of the legal implications that are involved, including contract claims, business liability claims, bankrupsy, foreclosures, etc. These are all things that are stemming from COVID-19. The follow-on effect associated with this will be significant and we will be dealing with these elements long after there is a solution to the COVID-19 crisis.

Looking forward, he provided a glimpse into the recovery curve in visitor volumes in Southern Nevada. The overall recovery could take 4-5 years.

He concluded by providing a sobering belief that, though the economy is resilient and resourceful, the public health crisis is only one element of the challenges facing our community. He predicts that the next half of this challenge will be more difficult and the follow-on affects are going to be formidable for the community. He encouraged preparation for some degree of instability.

FINAL ACTION: None

At this time the meeting returned to agenda Item No. 2.

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board on July 29, 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. The motion was carried by a unanimous vote.

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

Chair O'Reilley requested that Consent Item 13 would be held for separate discussion.

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

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Approve the August 2020 Physician Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) August 25, 2020. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- August Credentialing

ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on May 27 and June 24, 2020*. (For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Memo to MEC from Hospital Policy – May 27, 2020
- Agenda Supplement – May 27, 2020
- Memo to MEC from Hospital Policy – June 24, 2020
- Agenda Supplement – June 24, 2020

ITEM NO. 6 Approve the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Quote 1 – PO177061
- Quote 2 – PO177061
- Quote – PO175956
- Quote – PO176034
- Quote – PO176473
- PO177061
- PO175956
- PO176034
- PO176473
- Florida Imports Disclosure of Ownership

ITEM NO. 7 Ratify the Emergency Purchase Order with Fisher Scientific for COVID testing supplies; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Order Confirmation – C02051927
- Thermofisher Dislcosure of Ownership
- Fisher Lab COVID Standing Order

ITEM NO. 8 Approve the Emergency Purchase Order with Health Research System for COVID-19 PPE Supplies; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- Health Research Systems PPE Glove Order
- Disclosure of Ownership

ITEM NO. 9 Approve the Third Amendment to the Hospital Agreement with OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*

DOCUMENT(S) SUBMITTED
- OneHealth & Hometown Health Amendment

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

DOCUMENT(S) SUBMITTED
- ACI Federal Inc. Temporary Staffing Agreement
- Disclosure of Ownership

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

DOCUMENT(S) SUBMITTED
- Lease Agreement
- Disclosure of Ownership

ITEM NO. 12 Approve the Staffing Services Agreement with Merci, Inc. and MedicWest Ambulance, Inc.; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED
- AMR-UMC Staffing Agreement
- MedicWest - Disclosure of Ownership
- Mercy Inc. - Disclosure of Ownership

ITEM NO. 14 Approve the Provider Agreement between Kathleen Wairimu, MD and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED
- Kathleen Wairimu, MD - Provider Agreement
- Kathleen Wairimu, MD - Disclosure Of Ownership

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

DOCUMENT(S) SUBMITTED
- UNLV Medicine – Professional Services Agreement

ITEM NO. 16 Approve the Supply Agreement between Vericel Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED
- Vericel Tissue Supply Agreement
- Disclosure of Ownership

ITEM NO. 17 Approve Amendment 1 to the Service Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc., and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED
- Bluetree Networks - Amendment 1
- Disclosure of Ownership

FINAL ACTION: A motion was made by Member Haase to approve the Items 4-17, with the exception of Item 13, on the Consent Agenda as recommended. Motion carried by unanimous vote.

At this time the Board considered Item 13, which was held out for separate discussion.

ITEM NO. 13 Award RFP No. 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services to Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine; and authorize the Chief Executive Officer to sign the Professional Services Agreement and exercise any extension options. *(For possible action)*

DOCUMENT(S) SUBMITTED
- Professional Services Agreement

Member Dr. Mackay recused himself from the discussion of this item, as he has personal and professional relationships with individuals of both orthopaedic groups in discussion.

Susan Pitz, General Counsel summarized the status of the matter involving the letter that was read into the record regarding orthopaedic call and orthopaedic spine call for the UMC Trauma Center. She provided an overview of the RFP process, which had been delayed due to COVID and a timeline of actions taken leading to the notice of award of the RFP. She noted that any protest of the RFP process are to be received within 5 business days after recommendation of the award. She affirmed that no such protest was provided to or received by UMC's contract department with the required time frame.

At this time, Chair O'Reilly asked if there was any reason why there should not be a vote on agenda Item 13. Ms. Pitz stated a vote could be taken based on the RFP process.

Mr. VanHouweling added that he has reviewed the process with the contracts department and General Counsel, and feels comfortable moving forward with the award.

Member Ellis asked asked if the existing group responded to the RFP and if they were put on notice of the term of their contract. He also wanted to know if their termination would affect surgery volume. He was informed that the subject group did respond to the RFP and their orginal contract expired on the initial terms and

no written notice was provided that the contract would be extended. The conversation continued regarding impact on surgery volumes.

FINAL ACTION: A motion was made by Member Haase to approve Item 13 on the Consent Agenda as recommended. Motion carried by a majority vote. Member Dr. Mackay abstains.

SECTION 3: BUSINESS ITEMS

ITEM NO. 19 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- None submitted

DISCUSSION: Member Dr. Mackay provided a report of the meeting held on Monday, August 10, 2020. The meeting was called to order at 3:05 pm. All members were present and there was no public comment. The minutes from the June 8, 2020 meeting were approved and the agenda was approved.

An update was received on HCAHPS scores and ICare activities. New member, Jovie Remitio, RN was welcomed to the ICare4U team during this meeting. There was a review of ICare4U initiatives. Quality, Stafety, Infection Prevention and Regulatory updates were reviewed.

The Committee members unanimously approved policies and procedures and contract evalualtions from May 27, 2020 – June 24, 2020 that were approved by the Medical Executive Committee. The CEO Performance Goals were also reviewed and a performance recommendation was forwarded to the Human Resourses and Executive Compensation Committee. CEO Performance Objectives for FY21 were also discussed.

No public comment and the meeting adjoured at 4:20 pm.

Dr. Kahn asked if there was any way that the School of Medicine can help in the improvement of HCAHPS scores. Mr. VanHouweling stated that he will collaborate with Dean Kahn.

ITEM NO. 20 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- None submitted

DISCUSSION: Member Hagerty provided a report of the meeting held on Wednesday, August 5, 9:00 am. There was a quorum in attendance. There was no public comment and the agenda was approved.

There were updates on changes and progress on the six prioritized service lines. The Cath Lab project is expected to be complete by the end of the calendar year.

He reviewed patient volumes in the cath lab and oncology. He added that we are striving to achieve accreditation from the Commission on Cancer.

A report was received on UMC's COVID response in the community and he highlighted volume of testing being done throughout the valley and noted the increase in lab capacity to 10k tests per day and a target turn around time of less than 48 hours.

CEO Performance Objectives were reviewed and a recommendation will be forwarded to the Human Resourses and Executive Compensation Committee.

There were two emerging issues proposed, which would be to invite Dean Kahn to a future meeting to discuss the six priority service lines and secondly, encourage staff to provide feedback on changes due to COVID and what this means to UMC's strategic direction and plans.

There was no public comment and the meeting adjourned at 11:25am.

ITEM NO. 21 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- None submitted

DISCUSSION: Member Caspersen provided a report of the virtual meeting held on Wednesday, August 19, 2:00pm via WebEx. There was a quorum in attendance. There was no public comment, and minutes were approved and the agenda were approved.

There were consent items and business items which were reviewed and approved by the Committee during the meeting. All of the contracts that were approved are part of today's consent agenda.

The June FY20 and July FY21 year to date financial reports were reviewed during the meeting. Member Caspersen added that the June results were subject to audit.

July financials focused on trends impacting financial statements and cash flows related to COVID. There was aslo discussion regarding the impact of the Voluntary Separation Program and funding that has been received and secured through the Cares Act and County sources.

The Committee discussed and finalized the CEO Financial and Operational Performance Goals for FY2020 and recommended them to the Human Resources Committee for consideration of the achievement of the overall performance criteria.

There was an emerging issue regarding the analysis of capital expenditures plans moving forward.

There was no public comment and the meeting adjourned at 3:25 PM.

FINAL ACTION: None

ITEM NO. 22 Receive the monthly financial report for June FY20 and July FY21; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- FY20 July Slide Presentation

DISCUSSION: Jennifer Wakem, Chief Financial Officer, provided a summary of the June FY 20 and July FY 21 financial reports.

She began with the June FY 20 year to date total income from operations showed a loss of $52.3 million. The year ended below budget $63.1 million. We have received $32.4 million in Cares Act Funding. She stated that June numbers will not be finalized until the auditors complete their review and the final June year to date financial statement will be shared once the audit is complete.

Chair O'Reilly asked what was the period of loss. Ms. Wakem reminded the Committee that prior to COVID19, we were exceeding budget. She affirmed that losses were between March through June.

Key indicators for the month of July were reviewed and volumes were significantly better than anticipated. Admissions were over budget 34%. Hospital CMI was up for the month of July. There was a significant increase in COVID positive patients for the month which attributed to a higher length of stay.
Inpatient surgeries were 11.5% down compared to prior year.
Out-patient surgeries were down 11.8%.
ER visits were 26% over budget.

Quick cares exceeded budget 25% and primary cares were down 2.8% from prior year.

Income statement for July showed that revenue was up $26 million due to volume increases.
Operating expenses were $16.5 over budget primarily due to labor and supplies.
Total income ops before depreciation showed a loss of $18.3 on a budget of $17.3 million. Approximately $4 million was received in Cares Act Funding.

Salaries wages and benefits were $3.4 million over budget in labor and significantly over budget in volume due to COVID testing.

Supplies were $12.9 million over budget. We have a large supply of PPE to make sure staff is safe while caring for our COVID patients. She mentioned that rates have increased in PPE purchases. Mr. VanHouweling added that we are getting ahead with supplies needed for flu and potential COVID vaccinations.

Lastly, she shared a comparison of the COVID testing between June and July, which showed a significant increase.

FINAL ACTION: None

ITEM NO. 23 Receive a report on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- None submitted

DISCUSSION:

Member Dean Kahn discussed the final audit going on for the school. He stated that he would like to work with UMC to address issues regarding uncompensated care and lost revenue.

Clinical students have been working. First graduation is scheduled to take place in May and match days are scheduled for March. He stated that it has become clear that the relationship between the School of Medicine and UMC is very important.

FINAL ACTION: None

ITEM NO. 24 Receive an update from the Hospital CEO and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- CEO Update

DISCUSSION:

Mason Van Houweling, CEO, provided a brief update on the current COVID status at the hospital.There is a trending down of the COVID positive patients. There have been over 216k COVID community tests performed to date. Availability of testing at the convention center will continue through the end of the year. Health and Human Services will also be here to perform approximately 60k test over the course of 5 days in September. He stated that turn around times for test results has been less than 48 hours. PPE is in the green and staffing has been in the yellow.

He informed the Board that phase one of the Cath Lab is due for inspection by the state by the end of September; phase two will commense thereafter. Two nuclear medicine cameras have passed state inspection and we are expecting a use letter in the coming days. This will support imaging and radiology departments tremendously.

We are offering a new Infectious Disease Center, which is an expanded service under our Wellness Center. This will support the community and allow patients to be assisted with a host of services including prescription management, wound checks, lab test and imaging referrals.

We achieved Pathways to Excellence designation on May 12, 2020. Thank you to Deb Fox and staff accomplishing this achievement.

Maria Sexton was announced as Interim Chief Information Officer.

Lastly, he recognized the great community partners and donors for their support to UMC in providing donations.

Member Palenik provided personal experience of the COVID testing process. She also recognized staff members for their availability to answer questions and their response to the community. Mr. VanHouweling highlighted the testimonials that have been received through UMC.

FINAL ACTION: None

SECTION 4: EMERGING ISSUES

ITEM NO. 25 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

None.

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called before going into closed session.

No such comments were heard.

There being no further business to come before the Board at this time, at the hour of 3:37 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 26 Go into closed session pursuant to NRS 241.015(3)(b)(2) to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

The meeting was reconvened in closed session at 3:43 PM.

At the hour of 3:59 PM, the closed session on the above topic ended.

FINAL ACTION: No action was taken by the Board.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason VanHouweling

Recommendation:

Approve the September 2020 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) September 22, 2020. ***(For possible action)***

FISCAL IMPACT:

Fund #:	N/A	Fund Name:	N/A
Fund Center:	N/A	Funded PGM/Grant:	N/A
Amount:	N/A		
Description:	N/A		
Additional Comments:	N/A		

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the September 22, 2020 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

A. Pediatric Delineation of Privileges (DOP) Revisions

The MEC reviewed and approved these credentialing activities at the September 22, 2020 meeting.

Cleared for Agenda
September 30, 2020

Agenda Item #

4

DATE: **September 22, 2020**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **September 17, Credentialing Activities (September 30, 2020 Governing Board Meeting)**

I. NEW BUSINESS

A. Pediatric Delineation of Privileges (DOP) Revisions

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Alnajjar	Eva	M	MD	09/17/2020 - 06/30/2022	Obstetrics and Gynecology	Women's Health Associates of Southern NV	Category 2
2	Ching	Wilbert		MD	09/17/2020 - 10/31/2021	Family Medicine	Platinum Hospitalists	Category 1
3	Dente	Paul		DO	09/17/2020 – 02/28/2022	Obstetrics and Gynecology	Mike O'Callaghan Military Medical Center	Category 1
4	Fielden	Scott		MD	09/17/2020 - 11/30/2021	Anesthesiology	US Anesthesia Partners	Category 1
5	Johnson	Craig	B	DO	09/17/2020 - 06/30/2022	Anesthesiology	OptumCare Anesthesia	Category 1
6	Liebig	Jonathan		MD	09/17/2020 - 09/30/2021	Surgery / General Surgery	UNLV Medicine	Category 1
7	Morrison	Chad		DO	09/17/2020 - 08/31/2021	Surgery / General Surgery	UNLV Medicine	Category 1
8	Pombier	Kathleen		MD	09/17/2020 - 04/30/2022	Obstetrics and Gynecology	UNLV Medicine	Category 1
9	Richards	Evan		MD	09/17/2020 - 07/31/2022	Anesthesiology	Mike O'Callaghan Military Medical Center	Category 1
10	Ward	Brian		MD	09/17/2020 - 07/31/2022	Surgery / General Surgery	UNLV Medicine	Category 1
11	Yeung	Justin		MD	09/17/2020 - 09/30/2021	Ambulatory Care	UMC Peccole Quick Care	Category 1

B. REAPPOINTMENTS TO STAFF

1	Bascharon	Randa	A	DO	11/01/2020-10/31/2022	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Orthopedic & Sports Medicine Inst. of LV
2	Cesaretti	Luke		MD	11/01/2020-10/31/2022	Radiology	Affiliate Membership and Privileges	Desert Radiologists
3	Champion	Amber		MD	11/01/2020-10/31/2022	Medicine/Endocrinology/ Metabolic Diseases	Affiliate Membership and Privileges	UNLV Medicine
4	Cheam	Hay		MD	11/01/2020-10/31/2022	Pediatrics	Active Membership and Privileges	Children's Nephrology Clinic LLC
5	Christensen	Kerry		MD	11/01/2020-10/31/2022	Anesthesiology	Affiliate Membership and Privileges	Mike O'Callaghan Federal Hospital
6	Dawn	Buddhadeb		MD	11/01/2020-10/31/2022	Medicine/Cardiology	Affiliate Membership and Privileges	UNLV Medicine
7	DiLauro	Michele		MD	11/01/2020-10/31/2021	Ambulatory Care	Affiliate Membership and Privileges	UMC-Spring Valley Quick Care
8	Doyle	Nora		MD	11/01/2020-10/31/2022	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
9	Elkins	Tina	P	MD	11/01/2020-10/31/2022	Surgery/Otolaryngology	Affiliate Membership and Privileges	UNLV Surgery
10	Forage	James	S	MD	11/01/2020-10/31/2022	Neurosurgery & Trauma Neurosurgery	Active Membership and Privileges	The Spine & Brain Institute
11	Gabler	Mackenzie		MD	11/01/2020-10/31/2021	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	Mike O'Callaghan Federal Hospital
12	Gardner	Michael		MD	11/01/2020-10/31/2022	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
13	Hales	Keir	F	MD	11/01/2020-10/31/2022	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiologists
14	Hindle	David	C	MD	11/01/2020-10/31/2021	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	Sound Physicians Emergency Medicine
15	Ho	Yung-Chieh		MD	11/01/2020-10/31/2022	Anesthesiology	Affiliate Membership and Privileges	OptumCare Anesthesia

16	Jackson	David	N	MD	11/01/2020-10/31/2022	Obstetrics and Gynecology	Active Membership and Privileges	High Risk Pregnancy Center
17	Jha	Prashant	R	MD	11/01/2020-10/31/2022	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care
18	Johnson	Elijah	M	MD	11/01/2020-10/31/2022	Surgery/General Surgery	Affiliate Membership and Privileges	Desert West Surgery
19	Khanna	Bindu		MD	11/01/2020-10/31/2022	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists Southern Nevada
20	Kuykendall	David		MD	11/01/2020-10/31/2022	Family Medicine	Active Membership and Privileges	UNLV Family Medicine
21	Lim	Thomas	Q	MD	11/01/2020-10/31/2022	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists Southern Nevada
22	Lobato	Carl		MD	11/01/2020-10/31/2022	Anesthesiology & Trauma Anesthesia	Active Membership and Privileges	UNLV Surgery
23	McAllister	Frank	J	DO	11/01/2020-10/31/2022	Ambulatory Care	Affiliate Membership and Privileges	UMC-Rancho Quick Care
24	McAlpine	George	J	DDS	11/01/2020-10/31/2022	Surgery/Oral/Maxillofacial Surgery	Active Membership and Privileges	UNLV Dental
25	Miller	Harry	M	MD	11/01/2020-10/31/2022	Anesthesiology	Active Membership and Privileges	Professional Anesthesia Consultants
26	Poopat	Chad		MD	11/01/2020-10/31/2022	Radiology	Active Membership and Privileges	Desert Radiologists
27	Qureshi	Amir	Z	MD	11/01/2020-10/31/2022	Medicine/Infectious Disease	Affiliate Membership and Privileges	Amir Z. Qureshi, MD., LTD
28	Raju	Sujatha		MD	11/01/2020-10/31/2022	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
29	Shah	Russell	J	MD	11/01/2020-10/31/2022	Medicine/Neurology	Affiliate Membership and Privileges	Radar Medical Group
30	Valencia	Rafael		MD	11/01/2020-10/31/2022	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center

31	Villaflor	Christian	J	MD	11/01/2020-10/31/2022	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians Emergency Medicine
32	Ward	Herman	V	MD	11/01/2020-10/31/2021	Anesthesiology	Affiliate Membership and Privileges	OptumCare Anesthesia
33	Wilkes	Paul	T	MD	11/01/2020-10/31/2022	Obstetrics and Gynecology	Affiliate Membership and Privileges	Desert Perinatal Associates

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Gabler	Mackenzie		MD	11/01/2020-10/31/2021	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Federal Hospital	Withdraw Privilege: Suture repair
2	Jackson	David	N	MD	11/01/2020-10/31/2022	Obstetrics and Gynecology	High Risk Pregnancy Center	Withdraw Privilege: Category I Obstetric, Category I Gynecology, Category II Obstetric, Category II Gynecology, Ambulatory Outpatient, Hysteroscopy with or without biopsy, Laparoscopy with or without biopsy
3	Khanna	Bindu		MD	11/01/2020-10/31/2022	Medicine/Nephrology	Kidney Specialists Southern Nevada	New Privilege: Telemedicine
4	Lim	Thomas	Q	MD	11/01/2020-10/31/2022	Medicine/Nephrology	Kidney Specialists Southern Nevada	New Privilege: Telemedicine

D. EXTENSION OF INITIAL FPPE

1	Allen	Carl	E	MD	Obstetrics and Gynecology	Extension of Initial FPPE through March 17, 2021: Unable to provide cases
2	Cortes	Daisy		MD	Pediatrics	Extension of Initial FPPE through March 17, 2021: Unable to provide cases
3	Iway	Edsel		MD	Medicine/Internal Medicine	Extension of Initial FPPE through March 17, 2021: Unable to provide cases
4	Lingegowda	Vijaykumar		MD	Medicine/Nephrology	Extension of Initial FPPE through March 17, 2021: Unable to provide cases
5	McClanchan	Katherine		DO	Medicine/Internal Medicine	Extension of Initial FPPE through March 17, 2021: Unable to provide cases

6	Millson	Christopher	G	MD	Anesthesiology	Extension of Initial FPPE through March 17, 2021: Unable to provide cases
7	Ross	Mark		MD	Medicine/Neurology	Extension of Initial FPPE through March 17, 2021: Unable to provide cases

E. CHANGE IN STAFF STATUS/COMPLETION OF INITIAL FPPE

1	Jones-Betancourt	Mayra		MD	Pediatrics	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE
2	Kohn	Noah		MD	Pediatrics	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE
3	Livingston	Mark	R	MD	Anesthesiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE
4	Rashid	Nik		MD	Pediatrics	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE
5	Uhler	Jacob	A	MD	Anesthesiology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE
6	Vergara	Cleofemarie		MD	Ambulatory Care	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges: Completion of FPPE

F. REQUEST FOR MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Belete	Hewan	A	MD	Anesthesiology	New Privilege: Trauma Anesthesiology Privileges
2	Bratton	Anthony		MD	Orthopaedic Surgery/Orthopaedic Surgery	New Privilege: Trauma Orthopedic Surgery Privileges
3	Giles	Garren		DO	Emergency Medicine/Adult Emergency Medicine	New Privilege: Trauma Privileges
4	Hansen	Benjamin		MD	Orthopaedic Surgery/Orthopaedic Surgery	New Privilege: Trauma Orthopaedic Surgery Privileges
5	Narula	Dhiraj		MD	Medicine/Cardiology	Withdraw Privilege: Loop Recorder Implant: Failure to Complete FPPE

6	Whitney	Ryan	B	MD	Anesthesiology	New Privilege: Trauma Anesthesiology Privileges
7	Williams	Sean		DO	Emergency Medicine/Adult Emergency Medicine	New Privilege: Trauma Privileges

G. COMPLETION OF FPPE MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Almeqbeli	Neelam	A	DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
2	Anuligo	Nneka		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
3	Asad	Shadaba		MD	Medicine/Infectious Disease	New: Telemedicine - Completion of FPPE
4	Auerbach	Samuel		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
5	Beduya Princer	Maria Tessie	A	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
6	Biazzo	Salvatore		DO	Ambulatory Care & Family Medicine	New: Telemedicine - Completion of FPPE
7	Brown	Jonathan	D	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
8	Carroll	Joseph	T	MD	Surgery/General Surgery & Trauma Surgery	New: daVinci - Completion of FPPE
9	Chang	Alexander		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
10	Coker	Howard		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
11	Concio	Conrado	C	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
12	Cordero-Mauban	Eileen	M	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
13	Cordova	Shemrock	O	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
14	Cunningham	Kaye	A	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
15	DiLauro	Michelle		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
16	Duran	Harry		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
17	Edano	Debbie		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
18	Estrin	Sara	K	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
19	Etebar	Ramin		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE

20	Farabi	Alireza		MD	Medicine/Infectious Disease	New: Telemedicine - Completion of FPPE
21	Geeb	Ute	G	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
22	Hansen	P. Michael		DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
23	Harouni	Rama		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
24	Heckelman	Aaron		MD	Emergency Medicine & Trauma	New: Pediatric Cross Coverage- Completion of FPPE
25	Hickman	Rayn-Niko		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
26	Hohl	Lisa	M	DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
27	Jaojoco	Meneleo	S	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
28	Javier	Solomon	N	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
29	Jordan	Michelle		DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
30	Khan	Shahabuddim		MD	Medicine/Cardiology	New: Intravascular Ultrasound (IVUS)/Franction flow reserve(FFR) Instant Wave Free Ration (IFR) & Transesophageal Echocardiography - Completion of FPPE
31	Klingberg	Thea		DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
32	Kothari	Priya	N	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
33	Lippmann	Frederick	J	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
34	Liu	Zheng	K	MD	Ambulatory Care/Medicine/Internal Medicine	New: Telemedicine - Completion of FPPE
35	Loeb	Kevin	J	DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
36	Lorenzana	Gerardo	G	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
37	Mauban	Rene	A	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
38	McAllister	Frank	J	DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
39	Medina-Garcia	Luis		MD	Medicine/Infectious Disease	New: Telemedicine - Completion of FPPE

40	Mehta	Roger		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
41	Mon	Richard		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
42	Mull	Robert	S	MD	Ambulatory Care/Medicine/Internal Medicine	New: Telemedicine - Completion of FPPE
43	Oehlsen	George		DO	Ambulatory Care	New: Telemedicine - Completion of FPPE
44	Onyema	John	N	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
45	Padre-Cadavona	Laurena		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
46	Rubio	Ernesto		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
47	Schrader	Timothy	J	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
48	Soriano	Simoneta		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
49	Subramanyam	Keralapura		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
50	Subramanyam	Nanjunda	S	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
51	Sugay	Rosanne	M	MD	Ambulatory Care/Medicine/IM	New: Telemedicine - Completion of FPPE
52	Tan	Ferdinand	L	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
53	Taylor	Ronald	B	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
54	Tran	Tan	T	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
55	Truong	Bianca		MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
56	Truong	Tri Minh	M	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
57	Umakanthan	Branavan		DO	Medicine/Cardiology	New: Directional Coronary Atherectomy, Peripheral Atherectomy - Completion of FPPE
58	Vu	Huan	M	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE
59	Wairimu	Kathleen		MD	Medicine/Infectious Disease	New: Telemedicine - Completion of FPPE
60	Wichman	David	R	MD	Ambulatory Care	New: Telemedicine - Completion of FPPE

H. REQUEST FOR RESIGNATION

1	Arganoza-Priess	Maria		DO	Ambulatory Care	Personal
2	Bitterly	D'Lissa	A	MD	Surgery/General Surgery	No Longer needed
3	Fang	Alice	H	MD	Anesthesiology	Change in Practice needs
4	Martinez	Maria		MD	Ambulatory Care	No longer practicing Medicine
5	Mchugh	Paul	M	DO	Ambulatory Care	Retirement
6	Shah	Pinak		MD	Medicine/Internal Medicine	Change in Contracted Group
7	Sharma	Anit		MD	Medicine/Internal Medicine	Relocating
8	Winder	Keith		DO	Anesthesiology	Abundance of work at other facilities

I. REMOVAL FROM STAFF

1	Corrigan	Mark	W	MD	Anesthesiology	Retired
2	Davenport	Erica		MD	Obstetrics and Gynecology	Failure to provide current malpractice, local office address & covering provider
3	Kodie	Niuton		MD	Medicine/Cardiology	No longer needs privileges at UMC
4	Kurtzhals Brown	Pamela		MD	Surgery/General Surgery	Failure to Complete Initial FPPE
5	Schwalier	Erik		MD	Medicine/Hematology/Oncology	Separated from Military and unable to track down
6	Stefan	Angela		MD	Pediatrics	Failure to submit reappointment

J. LOW VOLUME PROVIDERS

1	Acherman	Ruben		MD	Pediatrics
2	Adolfo	Edwin	N	DO	Anesthesiology
3	Allen	Carl		MD	Obstetrics and Gynecology
4	Arif	Salman		MD	Medicine/Internal Medicine
5	Bascharon	Randa		DO	Orthopaedic Surgery/Orthopaedic Surgery

6	Bassewitz	Hugh	L	MD	Orthopaedic Surgery/Orthopaedic Surgery
7	Bharucha	Prashant	H	MD	Medicine/Internal Medicine
8	Bitterly	D'Lissa	A	MD	Surgery/General Surgery
9	Blanchard	Lucius		MD	Medicine/Dermatology
10	Bubb	Chard		MD	Medicine/Endocrine/Metabolic Disease
11	Christensen	Kerry		MD	Anesthesiology
12	Cordero-Yordan	Herbert		MD	Medicine/Cardiology
13	Cottrell	Earl	D	MD	Surgery/General Surgery
14	Dawn	Buddhadeb		MD	Medicine/Cardiology
15	Fang	Alice	H	MD	Anesthesiology
16	Gabler	Mackenzie		MD	Emergency Medicine/Adult Emergency Medicine
17	Gewelber	Civon		DDS	Surgery/Oral/Maxillofacial Surgery
18	Giacobbe	Lauren	E	MD	Obstetrics and Gynecology
19	Goravanchi	Soheil		DO	Anesthesiology
20	Gunalp	Feza	N	MD	Anesthesiology
21	Gupta	Vikas		MD	Medicine/Hematology/Oncology
22	Ho	Yung-Cheih		MD	Anesthesiology
23	Hsieh	Geoffrey	C	MD	Obstetrics and Gynecology
24	Huang	Wilson	H	MD	Obstetrics and Gynecology
25	Iway	Edsel		MD	Medicine/Internal Medicine
26	Kalla	Sunil		MD	Medicine/Cardiology
27	Khavkin	Albert	M	DO	Anesthesiology
28	Kogut	Kelly	A	MD	Surgery/General Surgery
29	Kurtzhals Brown	Pamela		MD	Surgery/General Surgery
30	Lakshminarayan	Gowri		MD	Medicine/Neurology

31	Leung	John	W	MD	Anesthesiology
32	Li	Jian		MD	Anesthesiology
33	Liang	Henry	H	DO	Anesthesiology
34	Lingegowda	Vijaykumar		MD	Medicine/Internal Medicine
35	Livingston	Mark	R	MD	Anesthesiology
36	Martin	Ashley		DO	Surgery/General Surgery
37	McAlpine	George	J	DDS	Surgery/Oral/Maxillofacial Surgery
38	McClanchan	Katherine		DO	Medicine/Internal Medicine
39	Miller	Harry	M	MD	Anesthesiology
40	Mohammed	Ashraf	M	MD	Medicine/Nephrology
41	Nandikanti	Deepak	K	MD	Medicine/Nephrology
42	Narula	Dhiraj	D	MD	Medicine/Cardiology
43	Nasiak	Michael		MD	Medicine/Internal Medicine
44	Navratil	David		MD	Medicine/Cardiology
45	Noman	Ahmad		MD	Medicine/Internal Medicine
46	Ovuworie	Cyril	A	MD	Medicine/Nephrology
47	Qureshi	Amir	Z	MD	Medicine/Infectious Disease
48	Raju	Sujatha		MD	Medicine/Nephrology
49	Ratnasabapathy	Ramalingam		MD	Medicine/Hematology/Oncology
50	Robison	David	E	MD	Anesthesiology
51	Rogler	Ginene		MD	Anesthesiology
52	Ross	Mark		MD	Medicine/Neurology
53	Schapira	Rebecca		DO	Medicine/Allergy & Immunology
54	Schneier	I. Michael		MD	Neurosurgery
55	Schwalier	Erik	R	MD	Medicine/Hematology/Oncology
56	Shah	Russell	J	MD	Medicine/Neurology
57	Sharma	Anit		MD	Medicine/Internal Medicine
58	Sohail	Irfan		MD	Medicine/Nephrology
59	Stefan	Angela		MD	Pediatrics
60	Takieddine	Marwan	A	MD	Medicine/Nephrology
61	Tanpoco	Antonia	R	MD	Obstetrics and Gynecology

62	Thach	Allen	B	MD	Surgery/Ophthalmology
63	Tordilla	Jeffrey	J	MD	Anesthesiology
64	Valencia	Rafael		MD	Medicine/Cardiology
65	Wilkes	Paul	T	MD	Obstetrics and Gynecology
66	Zipf	David	R	MD	Medicine/Internal Medicine

K. ADVANCED PRACTICE PROFESSIONAL INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Hansen	Andrew	P	CRNA	09/17/2020-08/31/2022	Anesthesiology	Mike O'Callaghan Federal Hospital	Carl Lobato, MD	Category 1
2	Mobley	Nikesha		APRN	09/17/2020-11/30/2021	Surgery/General Surgery	Las Vegas Bariatrics	Bernadine Hanna, MD	Category 1
3	Walker	Tanya		APRN	09/17/2020-10/31/2021	Ambulatory Care	UMC Southern Highlands Primary Care	Ferdinand Tan, MD	Category 1

L. ADVANCED PRACTICE PROFESSIONAL REAPPOINTMENT

1	Afrim-Antwi	Edmund		PAC	11/01/2020-10/31/2022	Orthopaedic Surgery	Desert Orthopaedic Center	Hugh Bassewitz, MD
2	Ching	Jayme	A	APRN	11/01/2020-10/31/2021	Trauma/General Surgery	University Medical Center	APP Independent
3	Garvin	Nona	C	APRN	11/01/2020-08/31/2021	Ambulatory Care	UMC Centennial Primary Care	APP Independent

M. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES/DEPARTMENT

1	Andersen	Allison	APRN	Trauma/General Surgery	University Medical Center	New Privilege/Department : Trauma/General Surgery Privileges	APP Independent

N. ADVANCED PRACTICE PROFESSIONAL COMPLETION OF FPPE MODIFICATION OF PRIVILEGES

1	Aguilar	Elizabeth		PAC	Ambulatory Care	UMC Centennial Quick Care	New Privilege: Telemedicine	Ronald Taylor, MD

2	Best	Melissa	P	APRN	Ambulatory Care	UMC Peccole Primary Care	New Privilege: Telemedicine	APP Independent
3	Betita	Mary	J	APRN	Ambulatory Care	UMC Centennial Primary Care	New Privilege: Telemedicine	APP Independent
4	Coleman	Avelina	V	APRN	Ambulatory Care	UMC Southern Highlands Primary Care	New Privilege: Telemedicine	APP Independent
5	Djafroodi	Shehram		PAC	Ambulatory Care	UMC Nellis Quick Care	New Privilege: Telemedicine	Solomon Javier, MD
6	Figueroa	Evelyn		APRN	Ambulatory Care	UMC Sunset Primary Care	New Privilege: Telemedicine	APP Independent
7	Fisher	Carla		PAC	Ambulatory Care	UMC Spring Valley Quick Care	New Privilege: Telemedicine	Meneleo Jaojoco, MD
8	Free	Patrick	L	APRN	Ambulatory Care	UMC Rancho Quick Care	New Privilege: Telemedicine	APP Independent
9	Garvin	Nona	C	APRN	Ambulatory Care	UMC Centennial Primary Care	New Privilege: Telemedicine	APP Independent
10	Gish	Steven	M	PAC	Ambulatory Care	UMC Peccole Quick Care	New Privilege: Telemedicine	Keralapura Subramanyam, MD
11	Hales	Aaron		APRN	Ambulatory Care	Optum Home Assessments Program	New Privilege: Telemedicine	APP Independent
12	Hamilton	Amy		PAC	Ambulatory Care	UMC Spring Valley Quick Care	New Privilege: Telemedicine	Sara Estrin, MD
13	Joseph	Mariamma	L	PAC	Ambulatory Care	UMC Blue Diamond Quick Care	New Privilege: Telemedicine	Sara Estrin, MD
14	Limtao	Ferdinand		APRN	Ambulatory Care	UMC Sunset Primary Care	New Privilege: Telemedicine	APP Independent
15	Luna	Diane	M	APRN	Ambulatory Care	UMC Enterprise Quick Care	New Privilege: Telemedicine	APP Independent

16	Narag	Andrea	G	APRN	Ambulatory Care	UMC Spring Valley Primary Care	New Privilege: Telemedicine	APP Independent
17	Porciuncula	Amelia	P	APRN	Ambulatory Care	UMC Nellis Primary Care	New Privilege: Telemedicine	APP Independent
18	Robinson	Kirk		PAC	Ambulatory Care	UMC Blue Diamond Quick Care	New Privilege: Telemedicine	Shemrock Cordova, MD
19	Ruanto	Anna	K	PAC	Ambulatory Care	UMC Spring Valley Quick Care	New Privilege: Telemedicine	Zheng Liu, MD
20	Sambo	Emerlinda	M	APRN	Ambulatory Care	UMC Summerlin Primary Care	New Privilege: Telemedicine	APP Independent
21	Sanchez	Nancy	E	PAC	Ambulatory Care	UMC Rancho Quick Care	New Privilege: Telemedicine	Keralapura Subramanyam, MD
22	Schapiro	Todd		PAC	Ambulatory Care	UMC Centennial Quick Care	New Privilege: Telemedicine	Maria Tessie Beduya-Princer, MD
23	Turner	Monique		APRN	Ambulatory Care	UMC Nellis Quick Care	New Privilege: Telemedicine	APP Independent

O. ADVANCED PRACTICE PROFESSIONAL ANNUAL EVALUATION

1	Bou-Daher	Peter	A	PAC	11/01/2020-10/31/2021	Medicine/Internal Medicine	Sound Physicians	Raoul Tamayo, MD
2	Fonseca	Terra	L	PAC	11/01/2020-10/31/2021	Neurosurgery	The Spine and Brain Institute	Michael Seiff, MD

P. ADVANCED PRACTICE PROFESSIONAL EXTENSION OF INITIAL FPPE

1	Cross	Jason	APRN	Medicine/Pulmonary & Respiratory	Mike O'Callaghan Federal Hospital	Extend through 3/18/2021: Due to no cases	APP Independent
2	McDowell	Ashley	APRN	Medicine/Internal Medicine	Sound Physicians	Extend through 3/18/2021: Due to no cases	APP Independent

Q. ADVANCED PRACTICE PROFESSIONAL RESIGNATION

1	Callahan	Taylor		PAC	Radiology	Desert Radiologists	No longer with group	Elan Bomsztyk, MD
2	Ferreria	Lyndal	M	PAC	Neurosurgery	The Spine and Brain Institute	No longer with group	James Forage, MD

R. ADVANCED PRACTICE PROFESSIONAL REMOVE FROM STAFF

1	Lebron-Gallagher	Dolores	PAC	Medicine/Cardiology	Southwest Medical Associates	Failure to complete FPPE	Chris Caraang, MD

S. ADVANCED PRACTICE PROFESSIONAL LOW VOLUME

1	Afrim-Antwi	Edmund		PAC	Orthopaedic Surgery	Desert Orthopaedic Center	Hugh Bassewitz, MD
2	Davis	Patrick	W	PAC	Neurosurgery	Patrick W Davis, PAC	Gregory Douds, MD
3	Hales	Aaron		APRN	Ambulatory Care	Optum Home Assessments Program	APP Independent

MEMORANDUM

DEPARTMENT

TO: Credentials Committee

FROM: Pediatric Department / DaNae Griese, MSS

SUBJECT: Pediatric Delineation of Privileges (DOP) Revisions

DATE: 8/27/2020

The Pediatric Department is recommending the following revisions/additions to the DOP:

- The thirty (30) inpatient pediatric cases must be unique cases and no more than ten (10) newborn cases will be considered.
- Telemedicine Privileges with the following criteria:

- **CRITERIA FOR TELEMEDICINE PRIVILEGES:**
  The Following criteria must be met for an applicant to be granted Telemedicine privileges:
  M.D. or D.O.
  Current board certification in non-telemedicine specialty OR
  Active participation in the examination process leading to certification OR
  Successful completion of an Internal Medicine, Family Medicine, Pediatric or Emergency Medicine training program accredited by the Accreditation Council or Graduate Medical Education (ACGME) or its equivalent (The Royal College of Physicians and Surgeons of Canada). Documentation of Certification by the American Board of Internal Medicine, Family Medicine, Pediatrics, Occupational Medicine or Environmental Medicine or Emergency Medicine or the Osteopathic Board of Internal Medicine, Family Medicine, Pediatrics or Emergency Medicine.
  The Practitioner must have current privileges in his/her Department.
  The Department Chief will be included in deciding which modalities of telemedicine will be utilized including asynchronous (ex: eVisits, eConsults, study interpretations, home monitoring, etc.) and two-way live interactive video.

Reappointment: Must continue to meet all initial criteria listed above.

UNIVERSITY MEDICAL CENTER
LAS VEGAS, NEVADA
DEPARTMENT OF PEDIATRICS
DELINEATION OF PRIVILEGES

Name: _____ Initial Appointment _____
Renewed _____
Effective from _____/_____/_____ to _____/_____/_____ Additional _____

PRIVILEGES IN PEDIATRICS

The establishment of privileges and procedures in the Department of Pediatrics shall be in accordance with the Bylaws of the Medical and Dental staff. Physicians in the Department of Pediatrics have privileges to admit, treat and consult on pediatric patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center.

ELIGIBILITY CRITERIA: To be eligible to request clinical privileges in the Pediatric Department, the applicant must meet the following minimum criteria:

Basic Education: M.D. or D.O.

Minimum Formal Training: Completion of a pediatric residency approved by the Accreditation Council for Graduate Medical Education; AND

Board Certification or active candidate status in Pediatrics is required and certification within seven (7) years of becoming eligible AND Must continue to meet MOC requirements as defined and required by the American Board of Pediatrics (ABP) AND Successful re-certification within two (2) years of expiration of certificate; (An exception to this can be made in extreme circumstances, where patient care may be compromised. This must be approved by the Chief of Pediatrics, and the Medical Executive Committee.) AND

Documented experience in the treatment of major, and/or complicated illnesses or performance of procedures that do carry a significant threat to life.

Experience: Physicians must be able to demonstrate that he or she performed a combination of thirty (30) inpatient Pediatric procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence; AND Documentation of twenty (20) Pediatric related Continuing Medical Education (CME) hours at the time of reappointment.

The thirty (30) inpatient pediatric cases must be unique cases and no more than ten (10) newborn cases will be considered.

Physicians with Refer & Follow Privileges are not expected to provide inpatient cases at initial appointment or reappointment.

The following categories **DO NOT** entitle the physician to **CORE** or Special Privileges. Please **READ THE DESCRIPTIONS CAREFULLY** and only check either Refer & Follow **OR CORE** Pediatrics.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
REFER & FOLLOW: **MAY** read patients chart; may write notes in patient chart; may talk to patient and patients' caregivers; may consult with Attending Physician; **MAY NOT** admit patients; may not write orders in patient chart; may not manage patient care; may not function as Sponsor of an Advanced Practice Professionals				

CORE PRIVILEGES IN PEDIATRICS

CORE privileges are defined as routine privileges that are achieved by completion of an accredited ACGME pediatric residency-training program.

Core privileges in pediatrics include the ability to admit, evaluate, diagnose, treat and provide consultation to patients from birth to 18 years of age. Pediatricians assess, stabilize and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. The privileges do not include any of the special requests ("Special Privileges"). Physicians with CORE privileges are required to seek consultation for those patients admitted to the PICU, NICU Level II & III, and Special Care Units unless specified in the unit specific admission policy.

History & Physical: Competent to perform patient's medical history & physical examination.

In order for a physician to obtain CORE Privileges in Pediatrics, they must meet the criteria stated above for privileges in Pediatrics.

CORE PRIVILEGES FOR PEDIATRICS

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
I hereby request **CORE PEDIATRIC** privileges which include, but are not limited to, neonatal endotracheal intubation; placement of intravenous lines; venipuncture; umbilical artery and vein catheterization; lumbar puncture; bladder catheterization; gynecologic evaluation of prepubertal and postpubertal females; wound care and suturing of lacerations; laceration repair; developmental screening test; pain management; reduction and splinting of simple dislocations/fractures; simple laceration repair.	SEE EXPERIENCE CRITERIA Page 1 of DOP			
AMBULATORY MEDICINE (Outpatient Services Only): For all Physicians providing ongoing outpatient services to patients at any Outpatient Clinic within the scope of the Department of Pediatrics Delineation of Privileges.				
TELEMEDICINE	SEE ATTACHED CRITERIA			

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CORE PRIVILEGES IN PEDIATRICS SUBSPECIALTIES

Physicians requesting **SUBSPECIALTY** privileges in the Department of Pediatrics must be able to demonstrate a level of competence within a given field considered appropriate for a subspecialty and are therefore qualified to act as consultants.

Minimum Formal Training:

Completion of an accredited pediatric Fellowship approved by the Accreditation Council for Graduate Medical Education; AND

Board Certification in their subspecialty OR

Active candidate status in their subspecialty by the subspecialty board of the American Board of Pediatrics is required AND certification within seven (7) years of becoming eligible. If candidate is in process of taking exam during the reappointment cycle the seven (7) years can be extended by the Chief of Pediatrics OR

Successful re-certification within two (2) years of expiration of certificate;
OR

An exception to this can be made in extreme circumstances, where patient care may be compromised. This must be approved by the Chief of Pediatrics, and the Medical Executive Committee;
AND

Experience:

Documentation of twenty (20) subspecialty related Continuing Medical Education (CME) hours at the time of reappointment.

EXCLUSION: GASTROENTEROLOGY ERCP PRIVILEGES CAN BE GIVEN TO ADULT TRAINED GASTROENTEROLOGIST TO PERFORM ERCP ON PEDIATRIC PATIENTS 10 YEARS 364 DAYS AND OLDER. (Pediatric Gastroenterology consultations on these patients are recommended.)

Demonstrate that he or she has performed or supervised any combination of twenty (20) inpatient Pediatric procedures, treatments, or therapy for subspecialty privileges requested in the past twenty-four (24) months to be able to assess his or her clinical competence, upon request.

To be eligible to request **SUBSPECIALTY** clinical privileges, the applicant must meet the minimum criteria for privileges in the Department of Pediatrics, as well as, CORE privileges.

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	**SPECIAL REQUIREMENTS**	**R= REQUESTED**	**A= APPROVED**	**C=APPROVED W/CONDITIONS**
ADOLESCENT MEDICINE: I hereby request CORE ADOLESCENT MEDICINE which include, but are not limited to, the ability to admit, evaluate, diagnose, and provide treatment, including consultation, for patients ages 10 to 18. CORE Adolescent Medicine privileges include, but are not limited to, physical, physiologic, and psychosocial changes associated with pubertal maturation and its disorder; organ-specific conditions frequently encountered during the teenage years; effects of adolescence on preexisting conditions; mental illnesses of adolescence including psychopharmacology and psychophysiologic disorders; disorders of cognition, learning, attention and education; chronic handicapping conditions; disorders of the endocrine system and metabolism; sexually transmitted diseases; reproductive health issues of males and females (e.g., menstrual disorders, gynecomastia, contraception, pregnancy, fertility); disorders associated with substance abuse; infectious disease, including epidemiology, microbiology, and treatment; eating disorders (e.g., obesity, anorexia nervosa, and bulimia); injuries associated with sports.				
ALLERGY/IMMUNOLOGY: I hereby request CORE PEDIATRIC ALLERGY/IMMUNOLOGY which include, but are not limited to, the ability to admit, evaluate, diagnose, consult and manage patients presenting with conditions or disorders involving the immune system, both acquired and congenital. Allergists/Immunologists assess, stabilize, and determine disposition of patients with emergent conditions. CORE PEDIATRIC ALLERGY/IMMUNOLOGY privileges include, but are not limited to, allergen immunotherapy; allergy testing; delayed hypersensitivity skin testing; drug desensitization and challenge; drug testing; food challenge testing; immediate hypersensitivity skin testing; IVIG treatment and administration; nasal cytology; patch testing; physical urticaria testing; provocation testing for hyperreactive airways; pulmonary function tests; rapid desensitization; rhinolaryngoscopy.				
CARDIOLOGY: I hereby request CORE PEDIATRIC CARDIOLOGY which include, but are not limited to, the ability to admit, evaluate, diagnose, consult and provide comprehensive care to newborns, infants, children, and adolescents presenting with congenital or acquired cardiovascular disease and disorders of the heart and blood vessels. Pediatric Cardiologists assess, stabilize, and determine disposition of patients with emergent conditions. CORE PEDIATRIC CARDIOLOGY privileges include, but are not limited to, cardioversion; ECG and echocardiography interpretation; exercise testing; pericardiocentesis and thoracentesis; transesophageal and transthoracic echocardiographies.				

CHILD ABUSE PEDIATRICS: I hereby request CORE CHILD ABUSE PEDIATRICS which include, but are not limited to the difference between incidence and prevalence, cutaneous, musculoskeletal injuries; visceral injuries; ear, nose, throat, neck, mouth and face injuries; ophthalmologic findings and eye injuries; sexual abuse; genital assessment; anal characteristics of injuries; sexually transmitted infections; neglect; prenatal and perinatal abuse; child abuse in medical settings; child facilities; psychological maltreatment; drug-endangered treatment; intimate partner violence; prevention; societal response; ethical issues.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
CRITICAL CARE MEDICINE (Contracted Services): I hereby request CORE PEDIATRIC CRITICAL CARE MEDICINE privileges which include, but are not limited to, the management of life-threatening organ system failure from any cause in children, from the term or near-term neonate to the adolescent, and support of vital physiological functions. CORE PEDIATRIC CRITICAL CARE MEDICINE privileges include, but are not limited to, evaluation and management of life-threatening disorders or injuries in ICUs including, but not limited to, shock, coma and elevated ICP, seizures, infections, acute and chronic renal failure, acute endocrine electrolyte emergencies including DKA, nonkenotic hyperosmolar coma, thyrotoxicosis, SIADH, DI, adrenal insufficiency, systemic sepsis, heart failure, trauma, acute and chronic respiratory failure, drug overdoses, massive bleeding, CNS dysfunction including cerebral resuscitation, diabetic acidosis, and kidney failure; airway maintenance intubation; basic and advanced cardiopulmonary resuscitation; calculation of oxygen content, intrapulmonary shunt, and alveolar arterial gradients; cardiac output determinations by thermodilution and other techniques; cardioversion; establishment and maintenance of open airway in nonintubated, unconscious, paralyzed patients; evaluation of oliguria; insertion and management of chest tubes; insertion and placement of central venous, arterial, and pulmonary artery balloon flotation catheters; interpretation of antibiotic levels and sensitivities; intracranial pressure monitoring; maintenance of circulation with arterial puncture and blood sampling; management of anaphylaxis and acute allergic reactions; management of massive transfusions; management of pneumothorax (needle insertion and drainage systems); management of the immunosuppressed patient; management of renal and hepatic failure, poisoning; monitoring and assessment of metabolism and nutrition; management of Total Parenteral Nutrition (TPN); Percutaneous needle aspiration; percutaneous tracheostomy/cricothyrotomy tube placement (Seldinger technique); pericardiocentesis or tube placement; peritoneal dialysis; peritoneal lavage; pharmacokinetics; pressure, volume, time, and flow-cycled mechanical ventilation; use of narcotics, ketamine, pentobarbital, thiopental, etomidate, and benzodiazepines to facilitate airway management; sedation (moderate & deep); use of reservoir masks and continuous positive airway pressure masks for delivery of supplemental oxygen, humidifiers, nebulizers, and incentive spirometry; ventilator management, including experience with various modes.	Exclusive Contracts exist between the hospital and a third party for the provision of services covered in these groups. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive contract. *See Attached Sedation Criteria*			
DEVELOPMENTAL-BEHAVIORAL PEDIATRICS: I hereby request CORE DEVELOPMENTAL-BEHAVIORAL PEDIATRICS privileges which include, but are not limited to, the three major areas of patient care activity, which are patient assessment, patient management and consultation. CORE DEVELOPMENTAL-BEHAVIORAL PEDIATRICS include, but are not limited to, developmental screening and surveillance techniques; behavioral screening and surveillance techniques; interviewing and assessment of family history and functioning; neurodevelopmental assessment; assessment of behavioral adjustment and temperament; psychiatric interviewing and diagnosis; understanding of the major diagnostic classification schemas.				
ENDOCRINOLOGY: I hereby request CORE PEDIATRIC ENDOCRINOLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients), except where specifically excluded from practice, with injuries or disorders of the endocrine glands (e.g., thyroid and adrenal glands), metabolic and nutritional disorders, diabetes in pregnancy or gestational disorders, pituitary diseases, and menstrual and gonadal problems. Specialists in endocrinology, diabetes, and metabolism assess, stabilize, and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. CORE PEDIATRIC ENDOCRINOLOGY privileges include, but are not limited to, performance of basic laboratory techniques; fine needle aspiration of the thyroid; interpretation of laboratory tests; immunoassays; and radio nuclide, ultrasound, radiologic, and other imaging studies.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
GASTROENTEROLOGY: I hereby request CORE PEDIATRIC GASTROENEROLOGY privileges which include, but are not limited to, the performance of standard endoscopic procedures; advanced endoscopic procedures; EUS procedures; gastric, pancreatic, and biliary secretory tests; other diagnostic and therapeutic procedures utilizing enteral intubation and bougienage; Total Parenteral Nutrition (TPN); liver biopsy; abdominal paracentesis; colonoscopy with biopsy; esophagogastroduodenoscopy (EGD) with biopsy; flexible fiber optic sigmoidoscopy; percutaneous liver biopsy; polypectomy; rigid sigmoidoscopy.				
HEMATOLOGY/ONCOLOGY: I hereby request CORE PEDIATRIC HEMATOLOGY/ONCOLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the intensive care unit), with diseases and disorders of the blood, spleen, lymph glands, and immunologic system, such as anemia, clotting disorders, sickle cell disease, hemophilia, leukemia, and lymphoma. CORE PEDIATRIC HEMATOLOGY/ONCOLOGY privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. Privileges include, but are not limited to, administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes; bone marrow aspiration and biopsy, and interpretation; diagnostic lumbar puncture; management and care of indwelling venous access catheters; therapeutic phlebotomy; therapeutic thoracentesis and paracentesis.				
HOSPICE/PALLIATIVE MEDICINE I hereby request PEDIATRIC HOSPICE/PALLIATIVE MEDICINE privileges which include, but are not limited to, performance of history and physical exam; assessment of pertinent diagnostic studies; direct treatment and formation of a treatment plan; management of common comorbidities and complications and neuropsychiatric comorbidities; management of palliative care emergencies (e.g., spinal cord compression and suicidal ideation); management of psychological, social, and spiritual issues of palliative care patients and their families; management of symptoms, including various pharmacologic and non-pharmacologic modalities and pharmacodynamics of commonly used agents; performance of pain-relieving procedures; provision of appropriate advanced symptom control techniques, such as parenteral infusional techniques; symptom management, including patient and family education, psychosocial and spiritual support, and appropriate referrals for other modalities, such as invasive procedures.				
INFECTIOUS DISEASE: I hereby request CORE PEDIATRIC INFECTIOUS DISEASE privileges which include, but are not limited to, admit, evaluate, diagnose, consult, and provide care to children and adolescents, with acute and chronic infectious or suspected infectious or immunologic diseases; underlying diseases that predispose severe infections; unclear diagnoses; uncommon diseases; management of infections caused by virus, fungi, bacteria, parasites, rickettsiae, or chlamydiae; application and interpretation of diagnostic tests; aspiration of superficial abscess; interpretation of gram stain; management of investigational anti-infective agents.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
MEDICAL GENETICS: I hereby request CORE PEDIATRIC MEDICAL GENETICS privileges which include, but are not limited to; diagnosing and managing genetic disorders; providing patient and family counseling; applying knowledge of heterogeneity, variability, and natural history of genetic disorders in patient-care; decision making; eliciting and interpreting individual and family medical histories; interpreting clinical genetic and specialized laboratory testing information; explaining the causes and natural history of genetic disorders and genetic risk assessment; interacting with other health care professionals in the provision of services for patients with genetically influenced disorder.				
MEDICAL TOXICOLOGY: I hereby request CORE MEDICAL TOXICOLOGY privileges which include, but are not limited to, evaluate, treat, and provide consultation to patients with accidental or purposeful poisoning through exposure to prescription and nonprescription medications, drugs of abuse, household or industrial toxins, and environmental toxins. Areas include acute pediatric drug ingestion; drug abuse; addiction and withdrawal; chemical poisoning exposure and toxicity; hazardous materials exposure and toxicity; and environmental and occupational toxicology.				
NEONATAL MEDICINE (Employed by Hospital): I hereby request CORE NEONATAL MEDICINE privileges which include, but are not limited to, admission, evaluation, diagnosis, provision of consultation, and treatment of newborns presenting with severe and complex life-threatening problems (e.g., respiratory failure, profound shock, congenital abnormalities, and sepsis). Privileges also include but are not limited to, providing consultation to mothers with high-risk pregnancies; provide primary care for patients in the NICU; interpret preliminary EKGs; perform endotracheal intubation; provide ventilator care of infants beyond emerging stabilization; calibrate and operate hemodynamic recording systems; perform umbilical catheterization; insert chest tube; perform exchange transfusion; perform peripheral arterial artery cut-down; provide cardiac life support, including emergent cardioversion; monitoring and assessment of metabolism and nutrition including management of Total Parenteral Nutrition (TPN); use of narcotics, ketamine, pentobarbital, thiopental, etomidate, and benzodiazepines to facilitate airway management; sedation (moderate & deep); arterial puncture; neonatal transport.	Exclusive /Employment exists between the hospital and the physicians for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital. *See Attached Sedation Criteria*			
NEPHROLOGY: I hereby request CORE PEDIATRIC NEPHROLOGY privileges which include, but are not limited to, being able to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the ICU) presenting with illnesses and disorders of the kidney and high blood pressure, and for fluid and mineral balance and dialysis of body wastes, as well as to assess, stabilize, and determine the disposition of patients with emergent conditions. Privileges include, but are not limited to, acute and chronic hemodialysis; continuous renal replacement therapy; percutaneous biopsy of autologous and/or transplanted kidneys; peritoneal dialysis; placement of temporary vascular access for hemodialysis and related procedures.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
NEUROLOGY: I hereby request CORE PEDIATRIC NEUROLOGY privileges provide nonsurgical treatment and consultation for children who present with illnesses or injuries of the neurologic system. Nonsurgical child neurology privileges include, but are not limited to, obtain an orderly and detailed patient history; conduct a thorough general and neurological examination; determine the indications for and limitations of clinical neurodiagnostic tests; interpret clinical neurodiagnostic tests; correlate information derived from neurodiagnostic tests with patient clinical history and examination to formulate a differential diagnosis and management plan; participate in the evaluation of and decision making for patients with disorders of the nervous system requiring surgical management; participate in the management of children and adolescents with psychiatric disorders; be knowledgeable about the basic principles of rehabilitation for pediatric neurological disorders; participate in the management of pediatric patients with acute neurological disorders in an ICUand an emergency department; apply appropriate and compassionate methods of terminal palliative care, including adequate pain relief, and psychosocial support and counseling for patients and family members about these issues.				
PULMONOLOGY: I hereby request CORE PEDIATRIC PULMONOLOGY privileges which include, but are not limited to, the ability to admit, evaluate, diagnose, treat, and provide consultation to patients presenting with conditions, disorders, and diseases of the organs of the thorax or chest, the lungs and airways, cardiovascular and tracheobronchial systems, esophagus and other mediastinal contents, diaphragm, and circulatory system. Pulmonary disease specialists assess, stabilize, and determine the disposition of patients with emergent conditions. CORE PEDIATRIC PULMONOLOGY privileges in this specialty include, but are not limited to, airway management; CPAP; diagnostic and therapeutic procedures, including thoracentesis, endotracheal intubation, and related procedures; emergency cardioversion; examination and preliminary interpretation of sputum, bronchopulmonary secretions, pleural fluid, and lung tissue; inhalation challenge studies; management of pneumothorax (needle insertion and drainage system); pulmonary function tests to assess respiratory mechanics and gas exchange, to include spirometry, flow volume studies, lung volumes, diffusing capacity, arterial blood gas analysis, and exercise studies; management of various positive pressure ventilatory modes.				
RHEUMATOLOGY: I hereby request CORE PEDIATRIC RHEUMATOLOGY privileges which include, but are not limited to, the ability to admit, evaluate, diagnose, treat, and provide consultation to patients (including critically ill patients in the ICU) with diseases of the joints, muscle, bones, and tendons, as well as autoimmune and immune-mediated disorders, including soft tissue rheumatism, inflammatory arthritis/enthesopathies, infectious bone and joint diseases, vasculitis, osteoarthritis/osteonecrosis, metabolic bone disease, systemic lupus and allied disorders, myopathies/myositis and allied disorders, progressive systemic sclerosis, and crystal-induced disorders. CORE PEDIATRIC RHEUMATOLOGY privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Procedures include, but are not limited to, diagnostic aspiration of synovial fluid from diarthrodial joints, as well as therapeutic injection of diarthrodial joints; bursae, tenosynovial structures, and enthesis; arthrocentesis; use of chemotherapeutic agents;biological response modifiers.				

CORE PRIVILEGES IN PEDIATRIC SUBSPECIALTIES				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
PEDIATRIC REHABILIATION MEDICINE: I hereby request CORE PEDIATRIC REHABILITATION MEDICINE privileges which include, but are not limited to, evaluating children and adolescents with temporary or permanent disabilities; performing electrodiagnostic medicine studies; developing treatment programs to maximize functional capabilities; managing common pediatric rehabilitation medical conditions and complications; prescribing assistive devices, including orthotics, prosthetics, wheelchairs, and other adaptive devices; providing leadership to the multidisciplinary team; facilitating normal growth and development; providing guidance and support to parents and family; advising injury prevention and wellness.				
CHILD AND ADOLESCENT PSYCHIATRY: I hereby request CORE CHILD AND ADOLESCENT PSYCHIATRY privileges which include, but are not limited to, the ability to admit, work up, diagnose and provide treatment to children and adolescents who suffer from mental, behavioral, or emotional disorders; provide consultation with physicians in other fields regarding mental, behavioral, or emotional disorders and their interaction with physical disorders.	*Training requires M.D or D.O; and completion of ACGME Residency in Pediatrics, Medicine, Neurology, or General Psychiatry; and completion of a Fellowship in Child Psychiatry			
SLEEP MEDICINE: I hereby request PEDIATRIC SLEEP MEDICINE privileges which include, but are not limited to, admit, evaluate, diagnose, provide consultation, and treat patients presenting with conditions or disorders of sleep (e.g. sleep-disordered breathing, circadian rhythm disorders, insomnia, parasomnias, narcolepsy, and restless leg syndrome), actigraphy; maintenance of wakefulness testing; monitoring with interpretation of EKG, EEG, EOG, EMG+, Flow, O2 saturation, leg movements, thoracic and abdominal movement; CPAP/BiPAP titration; multiple sleep latency testing; oximetry; administration of polysomnograms; sleep log interpretation.				
SPORTS MEDICINE: I hereby request PEDIATRIC SPORTS MEDICINE privileges which include, but are not limited to, prevention, diagnosis, treatment, management, and disposition of common sports injuries and illnesses; emergency assessment and care of acutely injured athletes; management of medical problems in the athlete; rehabilitation of the ill or injured athlete; proper preparation for safe return to participation after an illness or injury; integration of medical expertise with other healthcare providers, including medical specialists, athletic trainers and allied health professionals; providing appropriate education and counseling regarding nutrition, strength and conditioning, ergogenic aids, substance abuse, and other medical problems that could affect the athlete; understanding pharmacology and effects of therapeutic, performance-enhancing, and mood-altering drugs; promotion of physical fitness and healthy lifestyles.				
TRANSPLANT HEPATOLOGY: I hereby request PEDIATRIC TRANSPLANT HEPATOLOGY privileges which include, but are not limited to, admitting, evaluating, diagnosing, consulting, and managing patients with liver dysfunction or end-stage liver disease requiring liver transplantation, including participation in the selection of appropriate recipients for transplantation and donor selection; histocompatibility and tissue typing; pre-, intra-, and immediate postoperative and continuing inpatient care; the use of immunosuppressive therapy; histologic interpretation of allograft biopsies; precutaneous liver biopsies; interpretation of ancillary tests for liver dysfunction;long-term patient care.				

SPECIAL PRIVILEGES

SPECIAL PRIVILEGES are defined as high risk, problem prone, or new technology and not routinely part of general privileges. Privileging for the following procedures requires documentation of ongoing experience and expertise or recent training with independent assessment of competence.

ELIGIBILITY CRITERIA: To be eligible to request **SPECIAL** clinical privileges, the applicant must meet the minimum criteria for CORE privileges in the Department of Pediatrics or subspecialty privileges in their field in addition to the following:

Experience: Must be able to demonstrate that he or she has performed or supervised 10 procedures/treatments, or therapy for each privilege requested in the past 24 months to be able to assess his or her clinical competence.

SPECIAL PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
Sedation				
Moderate Sedation	*See Attached Sedation Criteria*			
Deep Sedation	*See Attached Sedation Criteria*			
General Pediatrics				
Circumcision				
Simple removal of foreign bodies (e.g. from ears or nose)				
Placement of intraosseous lines				
Arterial puncture				
Incision and drainage of superficial abscesses				
Chest tube placement				
Thoracentesis				
Subrapubic Bladder Aspiration				
Artherocentesis				
Cardiology				
Adult Congenital Heart Disease (ACHD)	*Proof of Board Certification at Initial Application*			
Angioplasty (pulmonary artery and veins, aortic, peripheral)				
Atrial Septostomy				
Balloon Valvuloplasty				
Coil Embolization				
Complete Cardiac Catheterization with Interpretation				
Electrophysiology				
Fetal Cerebral Cardiography				
Myocardial Biopsy				
Percutaneous Angioplasty				
Temporary Pacemaker insertion				
Transesophageal Pacing				
Intravascular Stent Placement				
PDA Device Closures				
Critical Care (Contracted Service) Please note: Exclusive Contracts exist between the hospital and a third party for the provision of services covered in these groups. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive contract.				
Fiber-optic Bronchoscopy				
Gastroenterology				
Anoscopy				

SPECIAL PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
Gastroenterology				
Anoscopy				
Endoscopic Retrograde Cholangiopancreatography (ERCP) - Diagnostic and Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal and Stricture Dilation	*Initial & Reappointment 10 Pediatric ERCP experience*			
Endoscopic Retrograde Cholangiopancreatography (ERCP) - Diagnostic and Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal and Stricture Dilation (>11 yrs) FOR ADULT TRAINED GASTROENTEROLOGISTS ONLY	*Initial & Reappointment 10 Pediatric ERCP experience*			
Esophageal Dilation				
Esophageal Manometry				
Esophageal Variceal Scleral Therapy				
Flexible Endoscopic Foreign Body Extraction				
Intraesophageal PH Probe Monitoring				
Percutaneous Endoscopic Gastric Gastrostomy Placement (PEG)				
Rectal Manometry				
Genetics				
Clinical Biochemical Genetics	*Proof of Board Certification at Initial Application*			
Clinical Cytogenetics	*Proof of Board Certification at Initial Application*			
Clinical Genetics	*Proof of Board Certification at Initial Application*			
Clinical Molecular Genetics	*Proof of Board Certification at Initial Application*			
Skin Biopsy				
Hematology/Oncology				
Management of Total Parenteral Nutrition (TPN)				
Neonatology: (Employed by Hospital) Please note: Exclusive Employment exists between the hospital and the physician's for the provision of services covered in this category. While applicant may meet the qualifications for granting privileges in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive employment by the hospital.				
Umbilical Artery Cut Down				
Extracorporeal Membrane Oxygenation (ECMO)				
Nephrology				
CAVH				
CAVH-D				
Neurology				
Electromyography				
Neurodevelopmental Disabilities	*Proof of Board Certification at Initial Application*			

SPECIAL PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
Pulmonology				
Flexible Bronchoscopy with/without Biopsy, Brushing Lavage				
Lung Biopsy (Percutaneous)				
Pleural Biopsy, Closed				
Pleuroscopy				
Rheumatology				
Arthroscopy				

ACKNOWLEDGMENT OF PRACTITIONER:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Pediatrics, and I understand that

a. The use of consultants in appropriate situations is strongly recommended.
b. In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
c. All members of the Medical Staff are authorized to perform emergency surgical and medical procedures at the hospital within the scope of their training. Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situations my actions are governed by the applicable section of the Medical Staff Bylaws.

I attest to have obtained and/or attended the required number of continuing medical education (CME) hours as required per the Departments Delineation of Privileges (DOP) related to the clinical privileges I am requesting.

I agree and will be able to provide proof of attendance and program content upon request.

I have attached the supporting documentation required to request these PEDIATRIC **CORE** and **SPECIAL** PRIVILEGES.

APPLICANT SIGNATURE DATE

CHIEF, DEPARTMENT OF PEDIATRICS DATE

Revised by Department: 03/03; 10/05; 10/06; 02/09; 08/09; 02/12; 10/12; 12/12; 2/13, 08/2014; 10/14; 09/24/2015; 12/15/2016; 01/26/2017; 02/28/2019
Approved by MEC: 03/09; 08/09; 02/12; 03/12; 11/12; 12/12; 3/13; 09/14; 11/25/2014; 10/27/2015; 01/26/2016; 12/27/2016; 02/28/2017; 03/21/2019
Approved BOT: 10/19/99; 05/20/03; 12/20/05; 11/21/06; 4/21/09; 09/15/09; 04/12; 12/12; 01/13; 4/13; 10/14; 12/16/2014; 11/17/2015; 03/15/2016; 01/17/2017; 03/21/2017; 04/16/2019

CRITERIA FOR TELEMEDICINE PRIVILEGES:

The Following criteria must be met for an applicant to be granted Telemedicine privileges:

- M.D. or D.O.
- Current board certification in non-telemedicine specialty OR
- Active participation in the examination process leading to certification OR
- Successful completion of an Internal Medicine, Family Medicine, Pediatric or Emergency Medicine training program accredited by the Accreditation Council or Graduate Medical Education (ACGME) or its equivalent (The Royal College of Physicians and Surgeons of Canada). Documentation of Certification by the American Board of Internal Medicine, Family Medicine, Pediatrics, Occupational Medicine or Environmental Medicine or Emergency Medicine or the Osteopathic Board of Internal Medicine, Family Medicine, Pediatrics or Emergency Medicine.
- The Practitioner must have current privileges in his/her Department.
- The Department Chief will be included in deciding which modalities of telemedicine will be utilized including asynchronous (ex: eVisits, eConsults, study interpretations, home monitoring, etc.) and two-way live interactive video.

Reappointment: Must continue to meet all initial criteria listed above.

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CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege. **AND**
2. Physician must provide:

*ACLS – Accepted by American Heart Association or American Red Cross

   a. Maintain current ACLS*, or ATLS, or NRP, or PALS (as appropriate to patient population); **or**
   b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; **AND**

3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful. **AND**
4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, www.umcsn.com and is required on initial request of privileges only. **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation **AND**
2. Be an attending physician in the field of Emergency Medicine, Trauma, or Critical Care Medicine **AND**
3. At Initial request the physician must provide:
   i. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:
   i. Documentation of five (5) intubations or supervised intubations in the past 24 months **OR**
   ii. Documentation of completion of a high fidelity simulation of airway management course approved by the Critical Care Committee completed within the past 24 months.

*ACLS – Accepted by American Heart Association or American Red Cross

Residents and all other learners performing intubations are required to have a privileged attending physician that is credentialed with deep sedation/intubation present with direct supervision at all times.

Department Chairs, with consultation and approval of the Chair of Critical Care Committee, can require additional education, training or demonstration of competency.

Other Specialties, not included above, can request and be approved for Deep Sedation/Intubation privileges upon approval of the Critical Care

Committee.

Pediatric Deep Sedation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation **AND**
2. Documentation of five (5) intubations in the last 24 months **OR**
3. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Neonatology, or, Critical Care.
4. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

MEC: 01.26.2016; 10.25.2016
BOT: 03.15.2016; 11.15.2016

1800 W. Charleston Blvd.
Las Vegas, NV 89102
(702) 383-2000

Mason VanHouweling
Chief Executive Officer

Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

It is the expectation of the Medical Staff and Board of Trustees of University Medical Center (UMC) that all anesthesia providers and non-anesthesia providers who provide anesthesia or sedation to UMC's patients consistently follow the below- listed standards:

Pre-Anesthesia Assessment:

E All patients will receive a pre anesthesia assessment by an appropriately qualified and privileged provider.
E The assessments will be documented on the same day and time the assessments are completed.

The pre anesthesia assessment must contain:
- E A notation of anesthesia risk (ASA)
- E Anesthesia, drug and allergy history
- E Any potential anesthesia problems identified
- E Patient's condition prior to induction of anesthesia
- E Airway Management

Post-Anesthesia Assessment:

E All patients will receive a post anesthesia assessment by an appropriately qualified and privileged provider
E The post assessment will be completed and documented within 48 hours of completion of surgery or the procedure requiring anesthesia/sedation
E These requirements apply to all deep sedation and anesthesia (general, regional, MAC)

The post anesthesia assessment must contain:
- E Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- E Cardiovascular function, including pulse rate and blood pressure
- E Mental status
- E Temperature
- E Pain
- E Nausea and vomiting
- E Postoperative hydration
- E Patient Participation

Medication Management:

All medication containers or syringes are labeled when not immediately administered to the patient. An immediately administered medication is one administered to the patient without **ANY** break in the process.

I hereby acknowledge that I have read and understand my responsibilities as a member of the UMC's medical staff for providing anesthesia/sedation care as outlined above. I also understand that failure to comply with these requirements may result in disciplinary action as provided for in the Medical Staff Rules and Regulations and Medical Staff Policies.

_____ _____
Physician Signature Date

_____
Physician Name Typed or Printed Legibly

Sources: *US Department of Health and Human Services*
Center of Medicare & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services- Title 42 §482.52
"Practice Guidelines for Postanesthetic Care"
Anesthesiology, Vol 96. No3, March 2002
**2011 Comprehensive Accreditation Manual for Hospitals*
Provision of Care, Treatment and services, PC. 03.01.07, EP 7
Medication Management MM 05.02.09 EP 1
CMS 42CFR 482.52(b)(3)

MEC: July 26, 2011, April 24, 2012

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of Amendment 6 to Cerner System Agreement with Cerner Corporation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Amendment 6 to the Cerner System Agreement with Cerner Corporation signed by the Chief Executive Officer. ***(For possible action)***

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

Pursuant to NRS 332.115.1(h) Computer Software, the competitive bidding process is not required as the services being purchased are computer software.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
September 30, 2020

Agenda Item #
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AMENDMENT NO. 6

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

WITNESSETH:

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

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

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

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

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

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

Purchase Order #: _____ (if applicable)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Amendment One to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; and authorize the Chief Executive Officer to sign the Agreement and exercise the extension option. ***(For possible action)***

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

Staff is working with Pediatrix to obtain the appropriate Clark County business license or vendor registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
September 30, 2020

Agenda Item #
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AMENDMENT ONE TO RETINOPATHY OF PREMATURITY AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

PROVIDER:
PEDIATRIX MEDICAL GROUP OF NEVADA

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 185

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kristine Deeter, MD	President	
Nanette Sanders	Secretary	

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

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

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

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

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

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

Signature

Nanette Sanders
Print Name

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Title	Secretary, Authorized Signatory	Date	9/17/2020

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**340B Pharmacy Services Agreement with Walmart Inc.**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the 340B Pharmacy Services Agreement with Walmart Inc.; and authorize the Chief Executive Officer to sign the Agreement and execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement. ***(For possible action)***

FISCAL IMPACT:

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

BACKGROUND:

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

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

Cleared for Agenda
September 30, 2020

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

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

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

Walmart currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for approval by the Governing Board.

340B PHARMACY SERVICES AGREEMENT

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Equipment Schedule 010 to Master Lease Agreement 21237667 with Stryker Flex Financial, a division of Stryker Sales Corporation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the addition of Equipment Schedule 010 to Master Lease Agreement No. 21237667 between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Schedule. ***(For possible action)***

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

Stryker Sales Corporation currently holds a Clark County Business License.

Cleared for Agenda
September 30, 2020

Agenda Item #

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

This Schedule was reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for approval by the Governing Board.

stryker

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

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

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

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

Schedule of periodic rent payments:

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

stryker

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

Part I - Equipment/Service Coverage (if applicable)

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

Total equipment: $838,658.58

Service coverage:

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

Total service coverage: $544,716.00

Trade-up/buyout:

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

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

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

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

stryker

State and Local Government Customer Rider

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

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

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

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

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

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

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

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

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

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

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Certificate of Acceptance

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

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

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

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

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

Acceptance certification:

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

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

stryker

SHORT-FORM SERVICE AGREEMENT

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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Schedule A to Short-Form Services Agreement
SERVICE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Schedule B to Short-Form Services Agreement
SERVICE DESCRIPTIONS

OnSite Specialist(s) Coverage

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

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

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

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

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

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

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

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Exhibit 1 to Schedule C

ONSITE SPECIALIST(S)

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

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Exhibit 2 to Schedule C
OnSite Specialist Scope of Work

OnSite Services scope of work section

Equipment supported

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

Operating room responsibilities

Pre-operative

Inspect equipment in operating rooms

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

Properly set up rooms based on the procedure and surgeon preference

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

Intra-Operative

Ensure all cords and tubing are properly connected

- confirm power restrictions;
- disconnect as necessary; Inspect

Provide immediate troubleshooting if need be

- Quick response and solutions by having specific equipment knowledge

Inspect camera and scopes

Anticipate and satisfy equipment issues

Anticipate and satisfy equipment needs

- Communicate any potential equipment needs with the appropriate OR staff

Post-Operative

Remove equipment

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

Collect and replace reusable items

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

Inspect equipment and identify and initiate repairs

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

Assist with the documentation of procedures

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

Case Cart Management

Pre-Operative

Anticipate equipment needs based on the daily case volume

Intra-Operative

Implement tagging process to eliminate broken items returning to sets

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

Expanded Services

Education

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

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

Provide continuing education on reprocessed collection practices

- Conduct consistent in-service trainings with the OR staff

Collections

Provide SSS non-invasive management

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

SSS OR Collection Management

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

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

Final Audit Report 2020-09-10

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

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

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

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

Email viewed by Devon Ivy (devon.ivy@stryker.com)
2020-09-10 - 5:29:21 PM GMT- IP address: 97.92.39.83

Devon Ivy (devon.ivy@stryker.com) verified identity with Adobe Sign authentication
2020-09-10 - 5:34:40 PM GMT

Document e-signed by Devon Ivy (devon.ivy@stryker.com)
Signature Date: 2020-09-10 - 5:34:40 PM GMT - Time Source: server- IP address: 97.92.39.83

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 16

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

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

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

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

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

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

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

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

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

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

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

Signature — Print Name: DEVON IVY

Title: CONTROLLER — Date: 2/19/2020

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

March 2, 2020

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

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

Dear Ms. Heiy:

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

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

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

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

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

Sincerely,

Craig Dabbs

Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Equipment Schedule 011 to Master Lease Agreement 21237667 and Service Plan Agreement with Stryker Flex Financial, a division of Stryker Sales Corporation**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the addition of Equipment Schedule 011 to Master Lease Agreement No. 21237667 and Service Agreement between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreements. *(For possible action)*

FISCAL IMPACT:

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

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

BACKGROUND:

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

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

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

Stryker currently holds a Clark County Business License.

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

Cleared for Agenda
September 30, 2020

Agenda Item #

9

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

The agreements were reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for approval by the Governing Board.

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

Date: August 10, 2020

RE: Reference no: 21237667

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

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

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

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

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

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

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

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

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

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

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

Schedule of periodic rent payments:

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Part I - Equipment/Service Coverage (if applicable)

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

Total equipment: $441,389.81

Trade-up/buyout:

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

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

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

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

Insurance Authorization and Verification

stryker

Date: June 25, 2020

Schedule 011 to Master Lease Agreement No. 21237667

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

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

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

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

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

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

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

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

Insurance agency: _____

Agent name: _____

Address: _____

Phone/fax: _____

Email address:

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

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

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

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

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

Insurable value: $462,308.38

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

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

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

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State and Local Government Customer Rider

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

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

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

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

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

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

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

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

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

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

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Certificate of Acceptance

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

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

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

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

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

Acceptance certification:

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

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

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

Final Audit Report 2020-09-11

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

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

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

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

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

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

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

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

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Instruments

Product Service Plan Agreement

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

Equipment Description

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

Product Service Plan Coverage

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

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

Product Service Plan Terms and Conditions

See Exhibit B - Attached Hereto Made a Part Hereof.

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

Mason VanHouweling
Customer Authorized Signer (Printed) Date

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

Customer Authorized Signer Date

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

Purchase Order Number

Customer Federal Tax ID Number 88-6000436

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Instruments

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

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

PROCARE COVERAGE

Existing Equipment

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

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Instruments

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

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

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Instruments

Product Service Plan - Exhibit A
Equipment Inventory

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

Repair Items Exhibit A - Section A

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

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

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

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

Replacement Items Exhibit A - Section B

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

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

stryker

Instruments

Stryker Procare Service Plan
Terms and Conditions

Product Service Plan - Exhibit B

PRODUCT SERVICE PLAN AGREEMENT

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

1. COVERAGE AND TERM

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

2. EQUIPMENT SCHEDULE CHANGES

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

3. INSPECTION SCHEDULING

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

4. INSPECTION ACTIVITY

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

5. SERVICE INVOICING

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

6. PRICE CHANGES

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

7. INITIAL INSPECTION

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

8. LOANER POLICY

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

9. OPERATION MAINTENANCE

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

10. SERVICE PLAN WARRANTY AND LIMITATIONS

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

11. WAIVER EXCLUSIONS

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

12. LIMITATION OF LIABILITY

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

13. TERMINATION

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

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

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

15. INDEMNIFICATION

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

16. INSURANCE REQUIREMENTS

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

17. WARRANTY OF NON-EXCLUSION

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

18. COMPLIANCE

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

19. HIPAA

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

20. ASSIGNMENT

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

21. SEVERABILITY OF PROVISIONS

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

22. GOVERNING LAW

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

23. BUDGET ACT AND FISCAL FUND OUT

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

24. PUBLIC RECORDS

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

25. NOTICES

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 16

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

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

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

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

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

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

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

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

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

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

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

Signature — DEVON IVY — Print Name

CONTROLLER — Title

2/19/2020 — Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

November 13th, 2018

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

Re: Request for competitive bidding information regarding Powered Surgical Equipment

Dear Ms. Heiy:

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

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

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

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

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

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

Sincerely,

Craig Dabbs

Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government; and authorize the Chief Executive Officer to sign the Contracts. ***(For possible action)***

FISCAL IMPACT:

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

BACKGROUND:

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

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

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

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

Cleared for Agenda
September 30, 2020

Agenda Item #
10

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

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

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

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

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

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

These contracts have been approved as to form by UMC's Office of General Counsel.

These contracts were reviewed by the Governing Board Audit and Finance Committee at their September 23, 2020 meeting and recommended for approval by the Governing Board.

5995 Windward Parkway, Alpharetta, GA. 30005

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

Summary of Hardware and Third Party Software Sales Order:

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

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

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

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

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

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

September 2, 2020

University Medical Center of Southern Nevada

Allscripts Technology Services Group Services Configuration

File Name: **bc20200623v1**

Requestor: **Padgett**
Engineer: **Carruthers**

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

Allscripts Technology Services Group Services Configuration System Totals: **$ 25,000**

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

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

Allscripts Technology Services Group IMS Terms and Conditions

EXHIBIT A1

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

SECTION 1: TERM

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

SECTION 2: TERMINATION OF IMS SERVICES

2.1 Termination by Client.

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

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

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

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

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

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

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

SECTION 3: ADDITIONAL IMS TERMS

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

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

SECTION 4: PRICE INCREASES

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

SECTION 5: PAYMENT SCHEDULE

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

SUPPLEMENT TO ALLSCRIPTS SUPPORT AGREEMENT

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

Infrastructure Support for SQL Server Database (Microsoft SQL)

HWIMS01018 – Infrastructure Support for SQL Server Database – Silver

HWIMS01019 - Infrastructure Support for SQL Server Database – Bronze

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

   1.1. Bronze
   1.2. Silver

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

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

Silver Service Features

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

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

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

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

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

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

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

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

3. Additional Responsibilities of ALLSCRIPTS.

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

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

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

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

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

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

SUPPLEMENT TO ALLSCRIPTSSUPPORT AGREEMENT

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

Infrastructure Support for Windows (Microsoft)

HWIMS01024 - Infrastructure Support for Windows – Sliver

HWIMS01025 - Infrastructure Support for Windows - Bronze

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

   1.1. Bronze
   1.2. Sliver

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

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

Sliver Service Features

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

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

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

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

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

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

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

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

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

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

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

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

Additional Responsibilities of ALLSCRIPTS.

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

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

3. Additional Responsibilities of Customer.

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

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

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

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

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

5995 Windward Parkway, Alpharetta, GA. 30005

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

Summary of Hardware and Third Party Software Sales Order:

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

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

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

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

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

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

September 2, 2020

University Medical Center of Southern Nevada

File Name: bc20200623v1

Requestor: Padgett
Engineer: Carruthers

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

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

Terms and Conditions Configuration Notes:

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

September 2, 2020

University Medical Center of Southern Nevada

Allscripts Supply Chain Management v2019.1 Hardware Configuration

File Name: **bc20200623v1**

Requestor: **Padgett**
Engineer: **Carruthers**

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

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

Client Order# 317008 - 11

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

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

Currency Code: USD

Valid Until: 30-SEP-2020
Proposal Date: 17-SEP-2020

Client Name:	**University Medical Center of Southern Nevada**	Client Address:	1800 W Charleston Blvd Las Vegas, NV 89102-2386 US	Delivery:	University Medical Center of Southern Nevada
Client No:	10157803	Client Phone#:	702-3832227	Address:	1800 W Charleston Blvd Las Vegas, NV 89102-2386 United States
Client Contact	Douglas Moser				
Client Email:	Douglas.Moser@umcsn.com				

Solution Investment Summary:

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

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

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

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

Event	Fees
Payable Upon Order Date.	$97,000.00
Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$97,000.00

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

Facility #	Facility Name	Address	Account #	Email	Telephone
1	University Medical Center of Southern Nevada	1800 W Charleston Blvd Las Vegas NV US 89102-2386	10157803		7023832000

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

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

Estimated Taxes Detail:

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

Item	License/Fees Selling Price	License/Fees Tax	Recurring Fees (Total Contract Value)	Recurring Fees (Total Contract Value)	Term in Months
Point of Use Supply Implementation Services (PSEISFF02490)	$22,000.00	$0.00			
TOTAL		**$0.00**		**$0.00**	

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

"**Service Completion**" means the date on which Allscripts has completed its portion of the corresponding in-scope work effort (as Client permitted)
"**50P Go Live**" means 50% upon the Order Date and 50% upon the earlier of Go-Live or 12 months after the Order Date
Payment Table. For those items with a designated Installment payment schedule, the corresponding fees are payable per the following table:

Product	Payment Category	Payment Description	Amount
Allscripts Supply Chain Management Application Consulting (PSEISFF02210)	50P Go Live	50% Payable Upon Order Date.	$11,000.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$11,000.00
		Subtotal	***$22,000.00***
Allscripts Supply Chain Management Implementation Services (PSEISFF03770)	50P Go Live	50% Payable Upon Order Date.	$8,000.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$8,000.00
		Subtotal	***$16,000.00***
Allscripts Supply Chain Management Upgrade Services (PSEISFF02590)	50P Go Live	50% Payable Upon Order Date.	$39,800.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$39,800.00
		Subtotal	***$79,600.00***
Allscripts Supply Management Interface Consulting (PSEISFF02840)	50P Go Live	50% Payable Upon Order Date.	$10,000.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$10,000.00
		Subtotal	***$20,000.00***
Point of Use Supply Implementation Services (PSEISFF02490)	50P Go Live	50% Payable Upon Order Date.	$11,000.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$11,000.00
		Subtotal	***$22,000.00***
Point of Use Supply Upgrade Services (PSEISFF02510)	50P Go Live	50% Payable Upon Order Date.	$17,200.00
		50% Payable Upon The Earlier Of Go-Live Or 12 Months After The Order Date.	$17,200.00
		Subtotal	***$34,400.00***

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

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

Shipping Preference.

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

ALLSCRIPTS ORDER PROVISIONS

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

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

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

Fees and Expenses. If professional services are a part of this Order, and unless otherwise agreed to in the Agreement, and if applicable, out-of-pocket expenses actually incurred by or on behalf of Allscripts in performing ordered services are payable by Client hereunder in accordance with Exhibit C "University Medical Center ("UMC") Travel Policy in Client's Master Agrement. The Professional Services are based on a fixed scope. For services performed outside the fixed scope of this Order, a separate statement will be required and mutually agreed to by the parties. Changes in tasks, deliverables, resource requirements and/or assumptions could result in project delays, additional fees or require additional services to be performed under a separate statement.

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

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

[Signature Page to Follow]

By: _____
Authorized Signature

_____
Name Printed, Title

_____
Date

contracts@allscripts.com
Contact Email

800-877-5678
Contact Phone

By: _____
Authorized Signature

_____
Name Printed, Title

_____
Date

_____
Contact Email

_____
Contact Phone

Allscripts Classic Client Solutions Upgrade Sales Services Order

for

University Medical Center of Southern Nevada

Quote # 317008
Client # 10157803

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

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I Overview

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

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

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

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

II Solutions Included in This Implementation

Allscripts Supply Chain
Point of Use

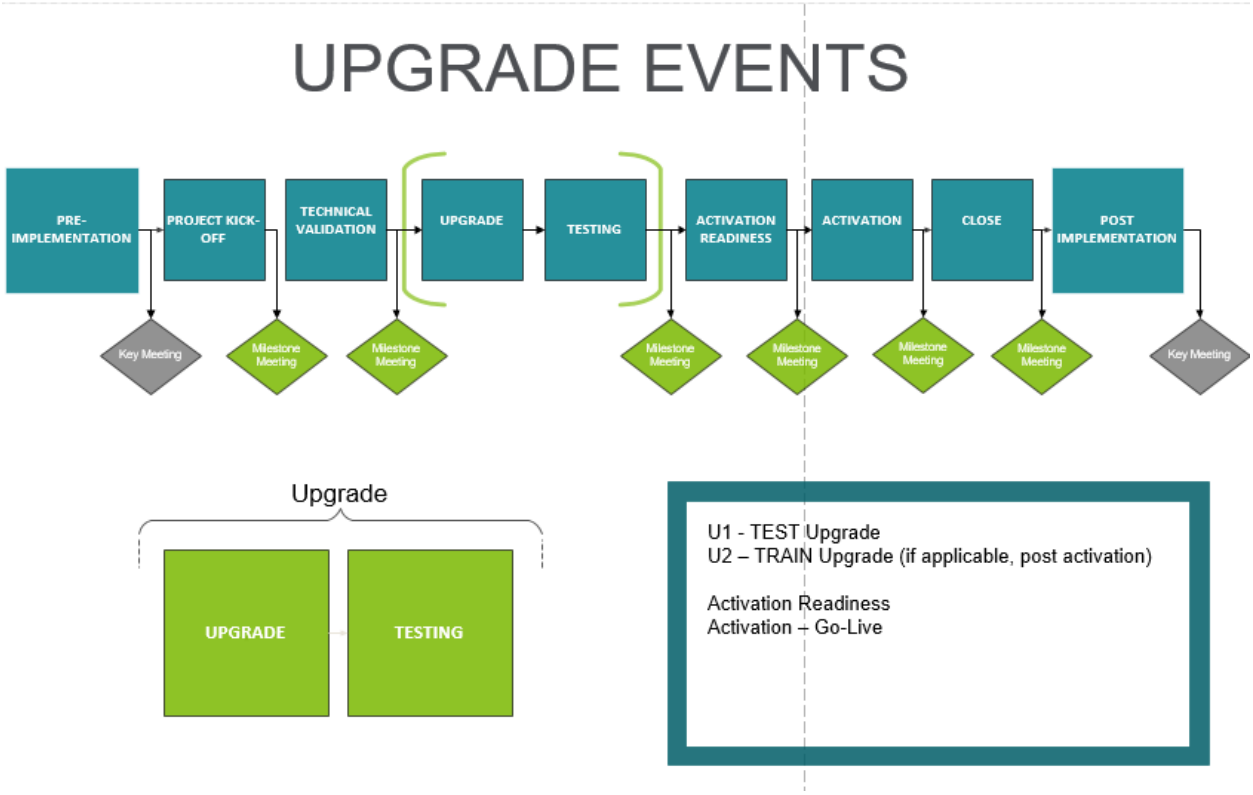
III Client Information

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

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

IV Allscripts Methodology and Approach

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



Deliverables

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

Events and Milestone Sign-Offs

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

V Governance and Project Staffing

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

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

VI Assumptions

Assumptions are categorized as follows:

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

General Assumptions

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

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

25. It is the Client's responsibility to make any necessary configuration changes to non-Allscripts products that are listed as requisites to completion of the Allscripts implementation.

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

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

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

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

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

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

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

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

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

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

Allscripts Assumptions

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

by Allscripts. Client and Allscripts will mutually agree to any modifications to the Implementation Services in writing.

VII Solution-Specific Assumptions

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

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

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

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

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

The Solutions included in this Upgrade are:

Allscripts Supply Chain Solutions Upgrade

Allscripts Supply Chain Management Upgrade Services – PSEISFF02590

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

Supply Chain Solutions Optimization

Allscripts Supply Chain Management Application Consulting – PSEISFF02210

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

I. Assessment of supply chain processes and utilization of ASCM

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

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

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

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

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

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

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

Proposed Optimization Schedule

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

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

Allscripts Supply Chain Solutions eProcurement

Allscripts Supply Chain Management Implementation Services – PSEISFF02210

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

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

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

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

Supply Chain Solutions Interface

Allscripts Supply Chain Management Interface Consulting – PSEISFF02840

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

- Outbound Purchase Order
- Outbound Matched Invoice

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

All interface work shall be done remotely during normal business hours

Allscripts Point of Use Upgrade

Point of Use Supply Upgrade Services – PSEISFF02510

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

Allscripts Point of Use Optimization

Point of Use Supply Implementation Services – PSEISFF02490

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

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

II. Recommendations for enhanced system utilization and inventory management improvements

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

Proposed Schedule

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

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

Supply Chain Solutions Environments Supported by Allscripts

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

Supply Chain Solutions Client Resource Tables

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

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

Supply Chain Solutions Activation Support

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

Point of Use Environments Supported by Allscripts

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

Point of Use Client Resource Tables

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

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

Point of Use Activation Support

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

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Business Designation Group (Please select all that apply) None Apply						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

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

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

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

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

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

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

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

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

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

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

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

Louise S. Pearson — Signature

Louise S. Pearson — Print Name

VP Compliance — Title

16 Sept 2020 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Business Associate Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Obligations of UMC. UMC agrees that it:

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

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

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

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

5. Term and Termination.

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

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

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

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

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

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

termination or expiration of the Underlying Agreement.

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

E. Obligations of Business Associate upon Termination.

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

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

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

ii. The specific reasons for its determination.

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

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

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

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

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

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

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

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

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

UMC

By: Kathy Silver
Kathy Silver
Chief Executive Officer

7/10/08
(Date)

Allscripts, LLC
(Organization Name)

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

MEPERIA, LLC
STATEMENT OF WORK
FOR ITEM FILE CLEANSE SERVICES

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

Acceptance of the Statement of Work

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

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

General Terms

1. Terms

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

2. Solution Pricing

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

3. Indemnification

Intentionally deleted.

4. Announcements

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

5. Amendments

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

6. Governing Law/Venue

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

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

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

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

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

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

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

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

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

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

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

    MFR: Manufacturer.

    FDA: Food and Drug Administration.

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

    HIBC: Health Industry Barcode Standard

    POH: Purchase Order History

Service Statement

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

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

Item File

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

Vendor File Normalization

- Recommendation of normalized industry standard vendor and manufacture names.

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

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

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

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

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

Service Detail and Responsibilities

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

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

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

Processes and Specifications:

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

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

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

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

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

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

Deliverables:

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

Vendor Master File Normalization

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

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

Processes and Specifications:

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

Deliverables:

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

Professional Services Approach

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

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

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

MEPERIA has a partnership with a web conferencing vendor, who offers online meetings and web conferencing.

Client / Customer Responsibilities

MEPERIA utilizes a structured project management approach and recommends a similar approach for University Medical Center. Clear definition of roles and responsibilities is an essential part of every Content project.

Role	Weekly Hours	Responsibilities
Project Sponsor	1-2 hours	• Provides overall project direction • Provides the final approval for project goals, objectives, deliverables, budget, timeline • Ensures the link between the project and overall organizational strategy • Guides in the resolution of issues and escalations • Participates in the approval of any change requests that impact materially on the project timeline, deliverables, finances, and resources
Project Lead	2 hours	• Provides leadership for the content review team, and overall direction for customer resources. • Participates in the change control process and working jointly with the Meperia project manager to prioritize and manage any change requests, issues or escalations
Product Content Review Staff	4-8 hours	• Provide review of product data to ensure the quality of the deliverables. Example: reviews the final deliverable • This team normally includes supply chain master data management staff
Technical Liaison	2-4hours (total project)	• Provides systems knowledge and technical expertise • Utilizes the IDL (initial data load) scripts to extract Meperia required data • Serves as the link into the technical resources within the Customer organization •

Timeline

High-level timelines are presented below to give Client / Customer an estimate of the actual project timeline. The proposed timeline would be based upon a mutually agreed upon start date.

HIGH-LEVEL PROJECT ACTIVITY	TARGET START DATE	TARGET END DATE
Signed Contract	Week 0	Week 0
Establish Project Start Date	Week 1	Week 1
Create Project Plan based on SOW	Week 1	Week 2
Deliver Final Files	Week 16	Week 16

Assumptions

Initial Data Cleansing

- Single Acute Care Facility.
- Single Item Master Feed.

- Single Vendor Master Feed.
- Single Purchase Order History Feed.
- Records not having a vendor name and/or part number will be returned to the customer as having “insufficient information” for matching. Customer will assume responsibility for researching and populating information for these products should they desire attribution and classification for the specific items.
- Resources from Client will be responsible for extracting data and uploading data from legacy MMIS and validating its correctness.
- Non-acute care facilities are out of scope and not included in the proposal.
- Food and pharmaceutical products are out of scope, unless otherwise determined.
- Final files to be delivered in Excel database.
- Data formatting necessary to support and achieve customer-specific business rules (e.g., inventory location builds, creating fixed width files, padding descriptions, UOM, etc.) will remain Client’s responsibility.

Scope

Changes in scope of the services dictated by Client and changing conditions of law or schedule delays or other events beyond MEPERIA’s reasonable control may require contract price and/or date of performance revisions to be agreed upon by both parties. In the event that performance on the part of either party is delayed or suspended as a result of circumstances beyond its reasonable control, and without its fault or negligence, then the period of performance and term of this Agreement shall be extended to the extent of any such delay and neither party shall incur any liability to the other party as a result of such delay or suspension. However, the party whose performance is delayed shall notify the other party in writing of such delay and minimize its effect. In the event that the delay or suspension continues for more than ninety (90) days following notice, the other Party may terminate this Agreement immediately upon written notice to such Party.

Miscellaneous
The project is deemed completed when all services and deliverables have been provided by Client to MEPERIA. MEPERIA will request Client sign the Project Completion Sign-off form (see Appendix) within 14 days of final file delivery.

Fees and Invoicing

INVOICE SCHEDULE			
Invoicing Information			
Account Name	University Medical Center of Southern Nevada		
Invoice / AP Contact	Accounts Payable Attn:		
Mailing Address	1800 W Charleston Blvd Las Vegas, NV 89102		
General Information			
Effective Date	**October 1, 2020**	**# of MMIS**	**1**
Term Length	**One-Time Engagement**	**# of Item Masters**	**1**

MEPERIA Invoicing

MEPERIA Product/Service	Amount	Payment Terms
Item Cleansing Services	**$36,800**	**25% at Signing** **75% at Project Completion**
Total Project	**$36,800**	

Business and Travel Expenses

- Business expenses include travel, administrative, and other out-of-pocket expenses that are above and beyond the labor estimates for a standard integration.
- This project may include or require additional expenses associated with onsite visits or travel by a MEPERIA representative to the Client's or Customer's work site.
- If business expenses and travel are deemed necessary by MEPERIA, then the Client will be billed for actual, reasonable expenses incurred per UMC's Travel Reimbursement Policy provided to Supplier.

Client Project Completion Form

PLEASE DO NOT SIGN THIS SECTION UNTIL THE COMPLETION OF YOUR PROJECT. DOING SO ACKNOWLEDGES ALL MEPERIA RESPONSIBILITIES HAVE BEEN MET AND FEES DUE.

Customer: University Medical Center of Southern Nevada

Meperia Services Project: Item File Cleanse

SOW Effective Date: _____

Date Form Submitted to Customer: _____

Date of Final File Submitted to Customer: _____

By signing below, Client's representative hereby acknowledges the completion of, and acceptance of, the Project and Services associated with the above referenced SOW. It further acknowledges all responsibilities by MEPERIA to the Client have been met.

University Medical Center of Southern Nevada

_____
SIGNATURE

_____
PRINTED FULL NAME

_____
TITLE

_____
DATE

COMMENTS *(PLEASE INCLUDE COMMENTS BELOW)*

_____

_____

_____

_____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Meperia, LLC	
(Include d.b.a., if applicable)		
Street Address:	223 N Guadalupe St., #705	Website: www.meperia.com
City, State and Zip Code:	Santa Fe, NM 87501	POC Name: Lance Green Email: lgreen@meperia.com
Telephone No:	251-545-0391	Fax No:
Nevada Local Street Address: (If different from above)		Website:
City, State and Zip Code:		Local Fax No:
Local Telephone No:		Local POC Name: Email:

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

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

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

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

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

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

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

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

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

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

Lance Green — Signature

Lance Green — Print Name

Vice President of Sales — Title

September 11, 2020 — Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

QUOTE CONFIRMATION

DEAR RICK AKER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

ACCOUNT MANAGER NOTES:

The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNRW722	7/31/2020	NUTANIX MICROSOFT LICENSES	1808271	$196,753.94

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SQL SRV ENT CORE LIC/SA Mfg. Part#: 7JQ-00341-1-SLG Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	16	2860584	[redacted]	[redacted]
MS EA WINSVRDCCORE ALNG LICSAPK MVL Mfg. Part#: 9EA-00271-1-SLG Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	2	4791107	[redacted]	[redacted]

PURCHASER BILLING INFO

Billing Address:
UNIVERSITY MEDICAL CENTER OF SO NV
ACCOUNTS PAYABLE
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329
Phone: (702) 383-2000
Payment Terms: Net 60-verbal

DELIVER TO

Shipping Address:
UNIVERSITY MEDICAL CENTER OF SO NV
RICK AKER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329
Phone: (702) 383-2000
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$196,753.94
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$196,753.94

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Tom Saenz II | (877) 898-8449 | tomsaenz@cdw.com

NX-8170 Option 1 Proposal

Prepared For:	UNIVERSITY MEDICAL CENTER OF SO NV	**Submitted By:**	Jeff Honn
Customer #:	1808271		Solution Architect
Attention:	Rick Aker	**Phone:**	847.968.9970
Project:	Nutanix With HPE Pricing	**E-Mail:**	jeffhon@cdw.com
Date:	9/17/2020	**Quote #:**	XQ-22325

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	2	NX-8170-G7-6244-CM	NX-8170-G7, 1 Node with Intel Xeon Processor 6244	[redacted]	[redacted]
	48	C-MEM-32GB-2933-A-CM	32GB Memory Module (2933MHz DDR4 RDIMM)		
	2	C-SSD-NONE-CM	No SSD as part of the system configuration	$0.00	$0.00
	16	C-NVM-1.92TB-C0-A-CM	1.92TB NVMe SSD with 2.5" Drive Carrier	[redacted]	[redacted]
	2	C-NIC-10GSFP2-A-CM	10GbE, 2-port, SFP+ Network Adapter (Intel 82599ES)		
			Hardware Total:		[redacted]
Software	1	SW-AOS-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 3YR	[redacted]	[redacted]
	32	L-CORES-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 CPU core for 3YR	$0.00	$0.00
	28	L-FLASHTIB-PRO-PRD-3YR	License, AOS PRO entitlement & Production 24/7 System support bundle for 1 TiB of flash for 3YR	$0.00	$0.00
			Software Total:		[redacted]
Support	2	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	[redacted]	[redacted]
	36	SUPPORT-TERM	Support Term in Months	$0.00	$0.00
	60	FLEX-CST-CR	Nutanix Services Pre-Paid Credit Units DELIVERY: Via Nutanix Services PRICING	[redacted]	[redacted]
			Support Total:		[redacted]

Extended Sell

Solution Total:	**$93,021.73**

Pricing expires 30 calendar days from date on Proposal

Prepared By: Jeff Honn (Solution Architect)
Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
Applicable Taxes and Shipping not shown.

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	CDW Government LLC	
(Include d.b.a., if applicable)		
Street Address:	230 N Milwaukee Ave	**Website:** CDWG.com
City, State and Zip Code:	Vernon Hills, IL, 60061	**POC Name:** Corrina Hoekwater **Email:** corhoek@cdwg.com
Telephone No:	(847) 465-6000	**Fax No:** (847) 419-6200
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Please see attached list of officers.		

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

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

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

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

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

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

Signature	Pam Janutolo Print Name
Manager, Proposals Title	11/29/2019 Date

DISCLOSURE OF RELATIONSHIP

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

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

CDW Corporate Structure including International Entities
as of 3/4/2019

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		**CIKNo. 0001498446**		
FEIN: 36-4230110	**IL File No. 02909235**	**DUNS # 02-615-7235**	**NAICS #454113**	
BOARD OF MANAGERS				
Christine A. Leahy		1/1/2019		
Robert F. Kirby		7/2/2018		
Christina V. Rother				
BOARD ELECTED OFFICERS				
Christine A. Leahy	Chief Executive Officer	1/1/2019		
Robert F. Kirby	President	8/29/2018		
Christina V. Rother	Senior Vice President - Integrated Technology Solutions	12/19/2018		
Collin B. Kebo	Senior Vice President and Chief Financial Officer	1/1/2018		
Neil B. Fairfield	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

September 14th, 2020

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

Re: Request for competitive bidding information regarding Distribution, IT Products & Services.

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

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

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

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

The above-described process was followed with respect to the Distribution, IT Products & Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution, IT Products & Services category. A contract was executed with CDW and Insight Direct USA in January of 2019. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Receive Refresher Education**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive refresher education regarding Public Records, Open Meeting Law and the Local Purchasing Act from James Conway, Assistant General Counsel; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND: None

Cleared for Agenda
August 30, 2020

Agenda Item #
11

Governing Board Education

The Public Records Act

The Open Meeting Law

The Local Government Purchasing Act

Presented by
James Conway, Esq.
Assistant General Counsel

Governing Board Meeting
September 30, 2020

NRS Chapter 239 - Public Records Act

- ***Unless declared by law to be confidential***, all books and records of a state or local governmental entity must be made available for the public to inspect, copy or receive a copy.

- Effective on October 1, 2019, Senate Bill 287 imposes new penalties and requirements on governments regarding public records requests.

- A governmental entity that willfully fails to comply with NRS Chapter 239 will now be subject to civil monetary fines:
  - a $1,000 fine for a first violation within a 10-year period
  - a $5,000 fine for a second violation within a 10-year period
  - a $10,000 fine for a third or subsequent violation within a 10-year period

NRS Chapter 239 - Public Records, cont'd.

- The following are other important changes:
  - Charges are limited to the actual costs of producing the record.
  - Additional fees for extraordinary use of personnel or resources is no longer allowed.
  - Records must be provided in an electronic medium unless the records are requested in a different medium.
  - The government entity must assist the requestor so that the records are provided as expeditiously as possible.

NRS Chapter 241 - Open Meeting Law

- The intent of Nevada's Open Meeting Law is that the actions of a public body be taken openly and that the public body's deliberations be conducted openly.
- Effective October 1, 2019, Assembly Bill 70 amended Nevada's Open Meeting Law.
- A public meeting may be held by teleconference or videoconference if a quorum is present and a physical location is designated for the meeting where members of the public can attend and participate.
- A public body, under certain circumstances, may now gather to receive training regarding its legal obligations without complying with the Open Meeting Law.

NRS Chapter 241 - Open Meeting Law, cont'd.

- Under certain circumstances, a subcommittee or working group of a public body must comply with the provisions of the Open Meeting Law.

- A member of a public body may now be found guilty of a misdemeanor and subject to an administrative fine if the member:
  (1) attends a meeting where any violation of the Open Meeting Law occurs;
  (2) has knowledge of the violation; and
  (3) participates in the violation.

- ***However***, no criminal penalty or administrative fine may be imposed on the member of the public body if the violation was the result of legal advice provided by an attorney employed or retained by the public body.

NRS Chapter 332 - Local Gov't. Purchasing Act

- Assembly Bill 86 became effective on July 1, 2019 and amended Nevada's Local Government Purchasing Act.
- The minimum threshold to obtain two (2) quotes has increased from $25,000 to $50,000 (for contracts up to $100,000).
- The minimum threshold for a contract that requires advertisement for solicitations has increased from $50,000 to $100,000.
- The following additional competitive bidding exemptions have been added to NRS Chapter 332:
  - Maintenance and support for computer hardware and software.
  - Equipment containing hardware or software for computers.
  - The purchase of goods commonly used by hospitals (e.g., medical equipment, implantable devices and pharmaceuticals).

QUESTIONS?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the September 23, 2020 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
September 30, 2020

Agenda Item #
12

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for August FY 21 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the monthly financial reports for August FY21; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on August FY 21 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
September 30, 2020

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UNIVERSITY MEDICAL CENTER

August 2020 Financials

KEY INDICATORS- AUG

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

SUMMARY INCOME STATEMENT - AUG

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$62,155,490	$40,654,612	$21,500,878	52.89%
Net Patient Revenue as a % of Gross	18.53%	15.37%	3.16%	-

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

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($9,294,158)	($19,831,652)	$10,537,494	53.13%
Add back: Depr & Amort.	$1,913,864	$2,066,942	$153,078	7.41%
Tot Inc from Ops plus Depr & Amort.	**($7,380,294)**	**($17,764,709)**	**$10,384,416**	**58.46%**
CARES Act Funding	$0	$0	$0	-
Tot Inc from Ops plus Depr & Amort. less CARES Act	**($7,380,294)**	**($17,764,709)**	**$10,384,416**	**58.46%**

SUMMARY INCOME STATEMENT – YTD AUG

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$128,131,694	$81,115,671	$47,016,024	57.96%
Net Patient Revenue as a % of Gross	18.63%	15.50%	3.13%	-

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

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($19,434,793)	($39,019,202)	$19,584,410	50.19%
Add back: Depr & Amort.	$3,811,488	$3,994,687	$183,199	4.59%
Tot Inc from Ops plus Depr & Amort.	**($15,623,305)**	**($35,024,515)**	**$19,401,211**	**55.39%**
CARES Act Funding	$3,920,810	$0	$3,920,810	-
Tot Inc from Ops plus Depr & Amort. less CARES Act	**($19,544,115)**	**($35,024,515)**	**$15,480,401**	**44.20%**

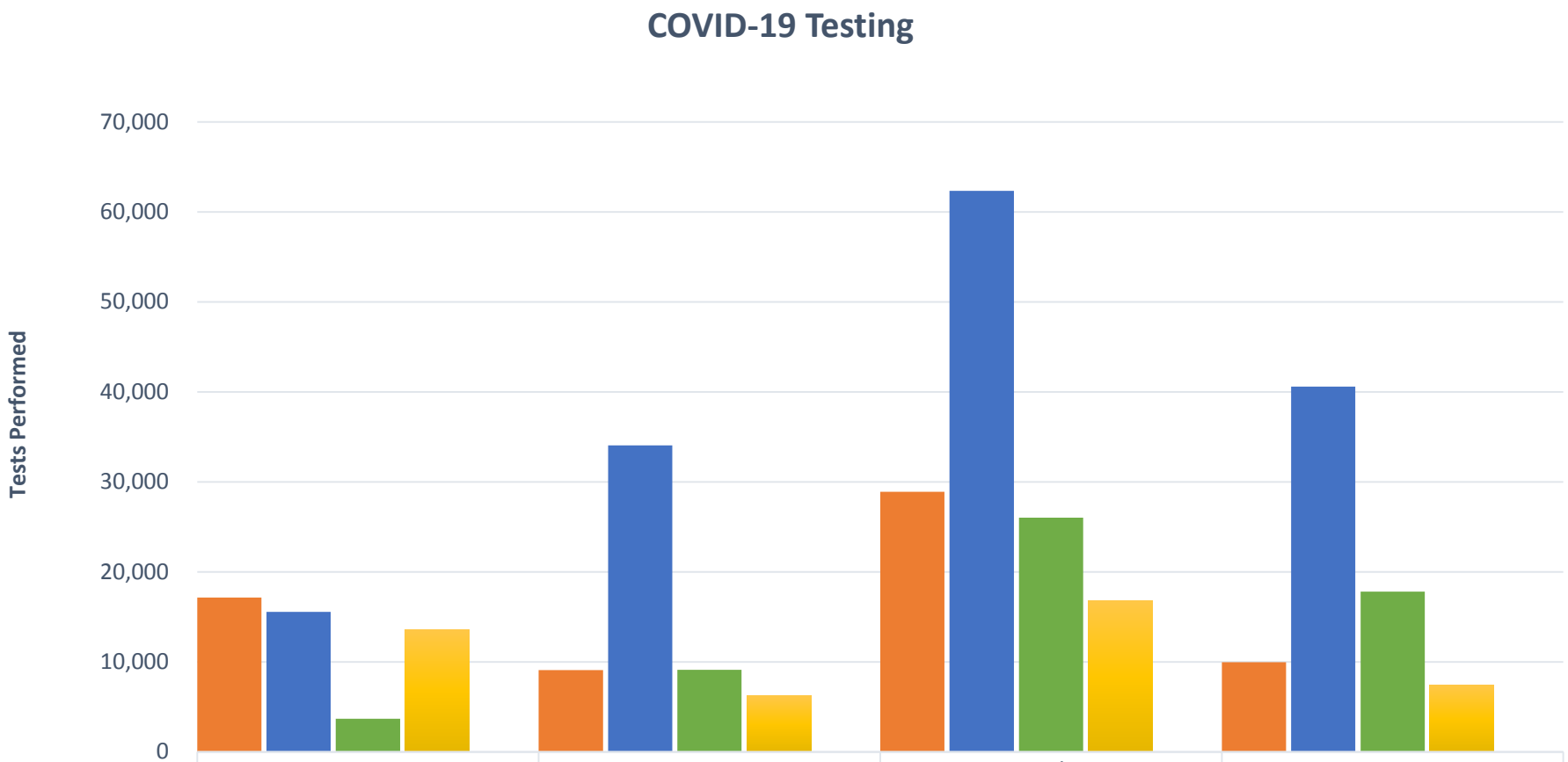
SALARY & BENEFIT EXPENSE – AUG

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

EXPENSES - AUG

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

COVID-19 TESTING VOLUME- AUG



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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **UNLV School of Medicine Dean's Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
September 30, 2020

Agenda Item #
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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. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
September 30, 2020

Agenda Item #
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
September 30, 2020

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