



UMC Governing Board Meeting

Wednesday, November 18, 2020 2:00 p.m.

Trauma Building, ProVidence Room (5th Floor)

Conference Dial-in Number: (844) 740-1264 Participant Access Code:1410417270

AGENDA

University Medical Center of Southern Nevada

GOVERNING BOARD

November 18, 2020, 2:00 p.m.

800 Hope Place, Las Vegas, Nevada

Trauma Building, ProVidence Room (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, November 18, 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 1410417270.

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

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

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Agenda Coordinator, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment
2. Approval of Minutes of the regular meeting of the UMC Governing Board on October 28, 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 Amendment and Customer Orders between CareFusion Solutions, LLC and University Medical Center of Southern Nevada for the Pyxis Medication Management

Upgrade Project; and authorize the Chief Executive Officer to sign the Amendment and Customer Orders. *(For possible action)*

5. Ratify the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. *(For possible action)*
6. Approve the License/Service Orders #5 and #6 between MediQuant, LLC and University Medical Center of Southern Nevada for data migration and conversion services; and authorize the Chief Executive Officer to sign the License/Service Orders. *(For possible action)*
7. Approve for award RFP No. 2020-16 Workers' Compensation Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement and exercise any extension options; and take action as deemed appropriate. *(For possible action)*
8. Approve First Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
9. Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada ("UMC") Amendment No. 4 to the Group Enrollment Agreement with Health Plan of Nevada, Inc. to provide health care coverage to UMC employees, dependents, and retirees through a Health Maintenance Organization; and take action as deemed appropriate. *(For possible action)*
10. Approve the recommendation of the Human Resources and Executive Compensation Committee's review of CEO performance and recommended merit salary adjustment and incentive bonus for Fiscal Year 2020. *(For possible action)*
11. Approve the final set of performance objectives for the CEO for Fiscal Year 2021 as recommended by the Human Resources and Executive Compensation Committee. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Receive a presentation from Mr. Bill Welch and Mr. James L. Wadhams, Esq. of the Nevada Hospital Association; and take any action deemed appropriate. *(For possible action)*
13. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
14. Receive the monthly financial report for October FY21; and take any action deemed appropriate. *(For possible action)*
15. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*
16. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*
17. Consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, three individuals for appointment to the UMC Governing Board for

a three-year term commencing on January 1, 2021, and ending December 31, 2023, from the following list of interested individuals: MaryLynn Palenik (Current Member), Jeff Ellis (Current Member), and Dr. Donald Mackay (Current Member), whose terms expire on December 31, 2020; and take any action deemed appropriate. *(For possible action)*

18. Determine future Board and Committee meeting dates and times through calendar year 2021; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

20. 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)*

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
October 28, 2020**

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, October 28, 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 2:03 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 WebEx)
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Christian Haase
Harry Hagerty (Via WebEx)
Robyn Caspersen (Via WebEx)
Renee Franklin (Via WebEx)
Jeff Ellis (Via WebEx)
Mary Lynn Palenik (Via WebEx)

Ex-Officio Members:

Present:

Dr. Marc Kahn, Dean UNLV
Dr. Frederick Lippmann, Chief of Staff
Barbara Fraser, Ex-Officio

Others Present:

Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

SPEAKERS: None

This concludes the public comment.

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board September 30, 2020. (Available at University Medical Center, Administrative Office) (For possible action)

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

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

Chairman O'Reilly requested that Item 14 be held out 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 October 2020 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 27, 2020. (For possible action)

DOCUMENT(S) SUBMITTED:

- October 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 July 22 and August 26, 2020. (For possible action)

DOCUMENT(S) SUBMITTED:

- September Credentialing

ITEM NO. 6 Approve the award of RFP No. 2019-17 Enterprise WAN Network Circuits to Cox QCommunications; authorize the Chief Executive Officer to sign the Commercial Services Agreement and execute any extension options or

service orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- COX Commercial Services Agreement
- COX Disclosure of Ownership

ITEM NO. 7 Ratify the Professional Services Agreement for Neurological Surgery On-Call Coverage with Duke Forage Anson Neurosurgical, LLP signed by the Chief Executive Officer; and authorize the Chief Executive Officer to exercise any extension options. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Duke Forage Anson Neurosurgical Professional Services Agreement

ITEM NO. 8 Ratify the Contract of Services with Hello! Las Vegas Destination Management for COVID-19 Testing Support Services; approve the November 2020 Contract of Services; and authorize the Chief Executive Officer to execute future service orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Hello LV Destination Management Disclosure of Ownership
- Hello LV Destination Deposit Request for May 21, 2020 – June 19, 2020
- Hello LV Destination Contract Services May 16 – June 21, 2020
- Hello LV Destination Deposit Request June 20 – 30, 2020
- Hello LV Destination Staff Deposit Request
- Hello LV Destination Deposit Request for May - June
- Hello LV Destination Contract Services for June
- Hello LV Destination Addendum to Contract Services for July
- Hello LV Destination Contract Services for August
- Hello LV Destination Contract Services for September
- Hello LV Destination Contract Services for October
- Hello LV Destination Contract Services for November

ITEM NO. 9 Approve the Agreement for CPO Migration – Phase 1 between Honeywell International, Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED

- Amendment for CPO Migration Plan Phase 1
- Disclosure of Ownership

ITEM NO. 10 Approve the 340B Pharmacy Services Agreement with Optum Pharmacy 702, LLC and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Agreement and execute future amendments that only address pharmacy locations or other non-financial components of this Agreement. *(For possible action)*

DOCUMENT(S) SUBMITTED

- 340B Pharmacy Services Agreement

- ITEM NO. 11 Approve the Professional Services Agreement for Physician Advisor Services with Quality Care Consultants, LLC for utilization, case management and resource management services; and authorize the Chief Executive Officer to sign the Agreement and exercise any extension options. (For possible action)**

DOCUMENT(S) SUBMITTED

- Quality Care Consultants Professional Services Agreement

- ITEM NO. 12 Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Memorandum of Understanding/Sublease Extension with Clark County Real Property Management; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED

- Memorandum of Understanding
- Land Lease Agreement
- Enterprise Interlocal Agreement
- Map

- ITEM NO. 13 Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, settlement of the claim brought by Fely Baria; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)**

DOCUMENT(S) SUBMITTED

- Settlement Release

FINAL ACTION: A motion was made by Member Hagerty to approve the Items 4-13 on the Consent Agenda as recommended. Motion carried by unanimous vote.

At this time the Board considered Item 14, which was held out for separate discussion.

- ITEM NO. 14 Approve and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada, in accordance with Clark County Ordinance 3.74.030(12), the Collective Bargaining Agreement between University Medical Center and the Service Employees International Union, Local 1107, effective the date ratified by the Hospital Board of Trustees through June 30, 2024. (For possible action)**

DOCUMENT(S) SUBMITTED

- Attachment I
- Attachment II
- Attachment III

DISCUSSION: Chair O'Reilly wanted to thank the both the UMC team and the team representing the SEIU for their hard work and commitment in reaching an agreement.

FINAL ACTION: A motion was made by Member Haase to approve the Item 14 on the Consent Agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 15 Presentation by Silver State ACO of the 2019-2020 shared savings, and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Representatives from Silver State ACO presented a check for \$600,729.00 to the hospital and thanked everyone for their participation with Silver State ACO.

ITEM NO.16 Receive an educational briefing from Maria Sexton, UMC Chief Information Officer, on UMC's Information Security Program; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION:

Maria Sexton, UMC Chief Information Officer, provided an update on the current state of the information security program we have with IT department. She also reviewed the program core mission and our resiliency and recovery capability.

She emphasized the frequency of cyber attacks and shared that most malware comes from emails. She provided statistics regarding incidents of ransomware transmission, the source of data breaches and average costs associated with these in the healthcare industry.

Ms. Sexton next shared UMC's core mission to safeguard UMC information, monitor and identify threats and quickly respond to recover from any attacks.

She reviewed the current state of the program which includes an incident response plan that has been established and IT support is available 24 hours a day, 7 days a week, 365 days a year. We have established a robust data backup program and have exercises in downtime procedures in place.

Chair O'Reilly asked if anything has been learned from the experience with other hospitals and are any of the security issues mentioned a part of any internal audit program. Ms. Sexton responded that no matter how prepared you may think you are, you are not prepared and this is why the downtime exercises are important. We must make sure that every department knows what downtime truly means. Security controls are in place. We continue to add more substantive tests of our controls regularly.

ITEM NO. 17 Review and approve revisions to the UMC Governing Board Bylaws; and make any changes deemed necessary. (For possible action)

DOCUMENT(S) SUBMITTED:

- UMC Governing Board Bylaws (FINAL)(redline)
- UMC Governing Board Bylaws (FINAL)(clean)
- Revisions to Bylaws – Presentation

DISCUSSION:

None

FINAL ACTION: A motion was made by Member Dr. Mackay to approve Bylaws as recommended. Motion carried by unanimous vote.

ITEM NO.18 Review and approve revisions to the UMC Governing Board Policies and Procedures related to committee responsibilities and membership; and make any changes deemed necessary. (For possible action)

DOCUMENT(S) SUBMITTED:

- UMC Governing Board Policies and Procedures (FINAL)(redline)
- UMC Governing Board Policies and Procedures (FINAL)(clean)
- Appendix A - Board of County Commissioners Rules of Procedure Handbook
- Appendix B - Policies and Procedures
- Revisions to Policies and Procedures

DISCUSSION:

None

FINAL ACTION: A motion was made by Member Caspersen to approve the Policies and Procedures as recommended. Motion carried by unanimous vote.

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

DISCUSSION:

Member Dr. Mackay provided a report of the meeting held on Monday, October 5, 2020. The meeting was called to order at 3:00 pm. All members were present and there was no public comment. The minutes from the August 10, 2020 meeting were approved and the agenda was approved.

An update was received from Deb Fox, CNO, on the National Data Base of Nursing Quality Indicators Open Survey and an overview of the journey to Magnet Status. The survey is open from October 4 – 25, 2020 and the participation goal is 90% or better.

An update of the Quality, Safety, Infection and Regulatory issues was provided by Patricia Scott, Executive Director of Clinical Patient Safety.

The Committee members unanimously approved policies and procedures that were approved by the Medical Executive Committee and recommended approval to the Governing Board. The CEO Performance Objectives for FY2021 were discussed and a recommendation was forwarded to the Human Resources and Executive Compensation Committee.

There were no emerging issues, no public comment and the meeting adjourned at 4:20 pm.

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

Member Hagerty provided a report of the meeting held on Thursday, October 8, 9:00 am. There was a quorum in attendance. There was no public comment and the minutes and agenda was approved.

There were updates on changes and progress on the six prioritized service lines. There is increased interest in the use of the newly opened Cardiac Cath Lab. Patient volumes were reviewed in oncology, general surgery, orthopedics, pediatrics and ambulatory.

A report was received on how COVID is affecting the community's attitude toward healthcare facilities and the willingness to accept treatment. 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 goals for FY2021 were set and a recommendation will be forwarded to the Human Resources and Executive Compensation Committee.

There was no public comment and the meeting adjourned at 10:50am.

ITEM NO. 21 Receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

Member Ellis provided a report of the meeting held on Monday, October 19, 2:00 pm. There was a quorum in attendance. There was no public comment and the minutes and agenda were approved.

The first order of business was to discuss and approve the 2020-2024 Collective Bargaining Agreement between UMC and the SEIU which was approved by the Governing Board on today's consent agenda.

He added that HR Policy 11, which provides reimbursement for certification, was reviewed and approved by the Committee.

CEO Performance goals for FY2020 were reviewed, as well as the overall CEO performance goals for FY2020 for all committees. They team achieved a 95% out of the 100% for the goals from all committees. Next the HR CEO Goals for FY 2021 were then reviewed.

Emerging issues were discussed regarding ancillary department staffing models and the cost structure of benefits in relation to the county.

No public comment and meeting adjourned at 4:20pm

ITEM NO. 22 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

Member Caspersen provided a report of the meeting held on Wednesday, October 21, 2020 at 2:00pm. There was a quorum in attendance. There was no public comment and minutes were approved and the agenda was approved.

There was focus on the September financial statements. There were several discussions mainly focusing on cash flows, PPE costs, Federal Supplemental Payments, SWB and impacts from the VSP plan. The Cares Act Funding opportunities were also discussed. All contracts approved and ratified and are part of today's Governing Board consent agenda.

There were no emerging issues, no public comment and the meeting adjourned at 3:25pm.

ITEM NO. 23 Receive the monthly financial report for September FY21; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- September FY21 Financial Report

DISCUSSION:

Jennifer Wakem provided a summary of the financial statements for September FY21.

Total admissions were below prior year roughly 10.5%.

Hospital CMI was 1.93, almost 16% above prior year and Medicare CMI was running high 2.16, almost 19% above prior year.

Inpatient surgeries were above prior year almost 6%. There were 497 outpatient surgeries, almost 3.5% above prior year.

ER visits were almost 21% below prior year. The ED to admission rate was 9%.

Quick care visits were below prior year 30%. All locations were down.

Primary cares were below prior year 2.6%.

The conversation continued regarding the swing in CMI and the affect on coding since the addition of the Epic 3M 360 system.

The summary income statement showed net patient revenue was \$6.2 million above prior year. Operating expenses continue to be a challenge. The month ended with a loss of \$5.2 million. The year to date income statement is at a loss of \$20.8 million. We received no Cares Act Funding for the month of September.

Salaries are below budget and below prior year. This can be attributed to VSP offered to employees. Contract labor was \$1.5 million. Overtime is below budget and below prior year. Ms. Wakem explained benefits were higher in prior year by \$4 million due to the reserve booked for the EIB when longevity went away. VSP impact was discussed. To date, there have been 19 positions replaced at a lower rate. The actual number of replacements will be reviewed monthly.

All other expenses showed supplies were \$11.5 million higher than prior year. Key driver is COVID related. Also 340B replenishment was \$3.4 million. Overall implants were above prior year related to transplants. Roughly \$2.5 million is related to PPE costs. Administration is actively looking for opportunities to lower costs.

Lastly, COVID testing was reviewed with roughly 60K tests performed for the month. The reason for the decrease is because of the federal government testing that took place.

FINAL ACTION: None

ITEM NO. 24 Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. (For possible action)

Dean Kahn stated that the virtual site visit for full accreditation occurred Monday and Tuesday. A final report will be received in February and the preliminary report available in one week.

Ground breaking for the new Medical Education Building is scheduled for Thursday morning at 10:00am as a virtual event. Thank you to UMC for assisting in the land donation. The partnership between UNLV and UMC will improve the care in the community and act as a source of economic diversity. The project estimated to take 14 months to complete.

Deb Kuhls is the President of the Clark County Medical Society. Dr. John Fildes was rewarded the Lifetime Achievement Award from the Medical Society.

ITEM NO. 25 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

Mr. VanHouweling began by giving an overview of the the visitor policy.

Community testing sites are open 7 days a week for the community, with an average of approximately 2000 tests a day. We are in the process of validating a saliva swab test collection process.

The first TAVR procedure was performed a week ago and the new Cath Lab is in use. Construction is underway for a second Cath Lab. A brief review of dual and en block transplants was reviewed. Phoenix is now live in our Epic branded module.

We are embarking on upgrading to a Beaker in our lab which will be going live soon, creating efficiencies, better documentation, better integration and assist with turnaround times.

The Trauma Building is undergoing a sewer project and the TICU is also being refreshed. Parking lot repaving is also being done.

The 5 Star Nursing designation for 100% compliance with the staffing standards was received from the State of Nevada.

Mr. VanHouweling gave a special thank you and sincere appreciation to all involved in the success of the SEIU negotiations.

A market update was provided regarding other hospital systems – UHS Henderson has purchased 40 acres and will be growing in that market area.

Lastly, thank you to the Experience Department their was a Trick or Treat event sponsored by the hospital. There were 750 children that were able to attend on Saturday.

FINAL ACTION: None

SECTION 4: EMERGING ISSUES

ITEM NO. 26 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

1. Proposed 2021 Governing Board meeting schedule.
2. Consider any personnel changes to the Board and Committees.
3. Any desired Officer changes for next year.

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called.

No such comments were heard.

There being no further business to come before the Board at this time, at the hour of 3:34 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli

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

Issue:	Pyxis Medication Management upgrade project with CareFusion Solutions, LLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Amendment and Customer Orders between CareFusion Solutions, LLC and University Medical Center of Southern Nevada for the Pyxis Medication Management Upgrade Project; and authorize the Chief Executive Officer to sign the Amendment and Customer Orders. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: Upgrade of the Pyxis medication management technology solution to the BD Pyxis MedStation ES System.
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: 60 Months, July 1, 2021 – June 30, 2026
Amount: NTE \$5,312,900.00
Year One (1): \$1,072,580.00
Year Two (2): \$1,060,080.00
Year Three (3): \$1,060,080.00
Year Four (4): \$1,060,080.00
Year Five (5): \$1,060,080.00
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

In August 2013, UMC entered into a Master Agreement (“Agreement”) with CareFusion Solutions, LLC (“CareFusion”), for medicine management technology solution and implementation services. In June of 2019, UMC and CareFusion amended the Agreement to extend the term through June 30, 2021. The medication management solution facilitates hospital wide medication delivery to the patient’s bedside to provide timely drug administration to UMC patients.

This request consists of an Amendment to the Agreement and new Customer Orders for equipment, support and software that includes interoperability with Epic, all of which will enable UMC to upgrade the current solution to the BD Pyxis MedStation ES System. The total cost is to not exceed \$5,312,900 for the 60-month term.

Cleared for Agenda
November 18, 2020

Agenda Item #

4

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.

CareFusion Solutions, LLC is currently acquiring a Clark County Business License. UMC's Director of Pharmacy Services has reviewed and recommends approval of the Amendment and Customer Orders. The Amendment and Customer Orders have been approved as to form by UMC's Office of General Counsel.

The Amendment and Customer Orders were reviewed by the Governing Board Audit and Finance Committee at their November 10, 2020 meeting and recommended for approval by the Governing Board.

**Customer Order**

Customer Order Date: 07/01/2020

Customer Order : 1000178737, 1000181225, 1000180740,
1000181316, 1000182303**Customer Information**

Sold To:	Ship To:	Bill To:
Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		Same as (Circle)
DBA: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Multiple	Sold To:
Street Address: 1800 W CHARLESTON BLVD		Ship To:
City, St., Zip: LAS VEGAS, NV 89102-2329		
Customer No. 1703100		

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Pyxis Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Pyxis Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement**."

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

3. **Footprint Modification Option.** The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "**FMO Option**").

(a) **Definitions.** As used herein, (i) "**FMO Products**" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "**Modification Amount**" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products hereunder; and (iii) "**Contract Year**" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("**Master Agreement Anniversary Date**") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.

(b) **Terms and Conditions.** Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Orders and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination of the Rental or Subscription Term for the FMO Products shall be effective the first day of the month following the date CareFusion receives possession of the FMO Products. On the effective date of termination, the Rental, Subscription or Support Terms and Customer's obligation to pay Monthly Rental, Subscription or Support Fees for the FMO Products will terminate.

For the sake of clarity, the foregoing option shall not: (i) apply any Pyxis Products other than the FMO Products, (ii) apply to any "sold-to" or "ship-to" entity not designated above, (iii) apply to any Third Party Product or Third Party Software listed in the Customer Orders, or (iv) carry over to a subsequent Contract Year.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? (Please Circle)

Yes	No	Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.

When complete, additional copies will be sent to the following address:

Name:
Street Address:
City, St., Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Sign: _____
Print: _____
Title: _____ Date: _____

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

DocuSigned by:
Sign: *Daisy R. Cronauer*
Print: Daisy R. Cronauer
Title: Contract Analyst

Date: 10/16/2020

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE: Tera Luedde
Email: tera.luedde@bd.com



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Product Discounts:
 GPO: 44 %
 Non-Std Disc %: 25 %
 Support Discounts:
 GPO: 20 %
 Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
231653	SERVICE MED ANALYTICS						RETURN TO CAREFUSION		CNL							
14018069	PYXIS ANESTHESIA SYSTEM ES		A-OR10	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1							
14005835	MEDSTATION,ES,MAIN,6-DRAWER		EFT	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14005836	MEDSTATION,ES,MAIN,6-DRAWER		NSC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14005826	MEDSTATION,ES,MAIN,6-DRAWER		13M	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006949	MEDSTATION,ES,AUX,7-DRAWER		13M			RETURN TO CAREFUSION	6	CNL								
14007206	MED ES SINGLE AUX TOWER		13M	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
8000093463	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		CPC	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1							
14005880	MEDSTATION,ES,MAIN,6-DRAWER		14N	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006933	MEDSTATION,ES,AUX,7-DRAWER		14N	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14007202	MED ES SINGLE AUX TOWER		14N	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
12486022	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE		ORF	345		MED,SRM,FLATOFFSET,25FT, LT		UPN	1							
14005829	MEDSTATION,ES,MAIN,6-DRAWER		14S	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006941	MEDSTATION,ES,AUX,7-DRAWER		14S	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14007209	MED ES SINGLE AUX TOWER		14S	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
8000093466	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		14S	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1							
14005818	MEDSTATION,ES,MAIN,6-DRAWER		15N	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006934	MEDSTATION,ES,AUX,7-DRAWER	15N	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1								



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14007201	MED ES SINGLE AUX TOWER			15N	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
12480796	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE			NSC	345		MED,SRM,FLATOFFSET,25FT,LT		UPN	1						
14005828	MEDSTATION,ES,MAIN,6-DRAWER			15S	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006958	MEDSTATION,ES,AUX,7-DRAWER			15S	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007208	MED ES SINGLE AUX TOWER			15S	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093474	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			14N	345		MED,SRM,ROUNDFFSET,25FT,LT		UPN	1						
14005844	MEDSTATION,ES,MAIN,6-DRAWER			1T	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006961	MEDSTATION,ES,AUX,7-DRAWER			1T	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14006113	MED ES DOUBLE AUX TOWER			1T	343		MEDSTATION,ES,AUX,TOWER,DC		UPN	1						
8000093446	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			1T	345		MED,SRM,ROUNDFFSET,25FT,LT		UPN	1						
14005855	MEDSTATION,ES,MAIN,6-DRAWER			1TB	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007225	MED ES SINGLE AUX TOWER			4NB	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093480	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			WLC	345		MED,SRM,ROUNDFFSET,25FT,LT		UPN	1						
42194067	Profile Upgrade for Medstation ES			2SB			RETURN TO CAREFUSION		CNL							
14005834	MEDSTATION,ES,MAIN,6-DRAWER			4SB	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14568074	MEDSTATION,ES,AUX,7-DRAWER			4SB	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14005865	MEDSTATION,ES,MAIN,6-DRAWER			2SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006957	MEDSTATION,ES,AUX,7-DRAWER			2SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007245	MED ES SINGLE AUX TOWER			2SO	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
 Pyxis Product Schedule
 Customer Order : 1000178737

Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
8000093462	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			2WE	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005819	MEDSTATION,ES,MAIN,6-DRAWER		2WE	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006964	MEDSTATION,ES,AUX,7-DRAWER		5SB	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14007211	MED ES SINGLE AUX TOWER		ECDS	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
8000093469	MED,SRM, ROUNDOFFSET,12FT,LT		QCS	345		MED,SRM, ROUNDOFFSET,12FT,LT		UPN	1							
14006112	MED ES DOUBLE AUX TOWER		CVC	343		MEDSTATION,ES,AUX, TOWER,DC		UPN	1							
42194068	Profile Upgrade for Medstation ES		3SB			RETURN TO CAREFUSION		CNL								
14005877	MEDSTATION,ES,MAIN,6-DRAWER		OBPAC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14005825	MEDSTATION,ES,MAIN,6-DRAWER		3SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006939	MEDSTATION,ES,AUX,7-DRAWER		3SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14007212	MED ES SINGLE AUX TOWER		3SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
8000093464	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		PSH	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1							
42194069	Profile Upgrade for Medstation ES		3WB			RETURN TO CAREFUSION		CNL								
14005870	MEDSTATION,ES,MAIN,6-DRAWER		RADCT	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14568076	MEDSTATION,ES,AUX,7-DRAWER		5NB	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14005822	MEDSTATION,ES,MAIN,6-DRAWER		3WE	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1							
14006940	MEDSTATION,ES,AUX,7-DRAWER		3WE	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1							
14007207	MED ES SINGLE AUX TOWER		3WE	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1							
12481921	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE		SIC	345		MED,SRM,FLATOFFSET,25FT, LT		UPN	1							



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020															
Current Products			New Products												
Serial Number	Product Name	Monthly Rental Fee	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
										List	Net	Extended	List	Net	Extended
14005864	MEDSTATION,ES,MAIN,6-DRAWER		4NO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006950	MEDSTATION,ES,AUX,7-DRAWER		4NO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007236	MED ES SINGLE AUX TOWER		4NO	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093436	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		EME	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
42194071	Profile Upgrade for Medstation ES		4SB			RETURN TO CAREFUSION		CNL							
14907626	MEDSTATION,ES,AUX,7-DRAWER		4NB	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14906784	MEDSTATION,ES,AUX, TOWER,SC		QCC	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
14005851	MEDSTATION,ES,MAIN,6-DRAWER		4SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006954	MEDSTATION,ES,AUX,7-DRAWER		4SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007239	MED ES SINGLE AUX TOWER		4SO	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093435	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		ECR	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
42194072	Profile Upgrade for Medstation ES		5NB			RETURN TO CAREFUSION		CNL							
14005867	MEDSTATION,ES,MAIN,6-DRAWER		5NB	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005848	MEDSTATION,ES,MAIN,6-DRAWER		5NO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006951	MEDSTATION,ES,AUX,7-DRAWER		5NO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007238	MED ES SINGLE AUX TOWER		5NO	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093437	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE		QCR	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005840	MEDSTATION,ES,MAIN,6-DRAWER		5SB	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005853	MEDSTATION,ES,MAIN,6-DRAWER		5SO	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products										New Products						
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14007237	MED ES SINGLE AUX TOWER			5SO	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
14110887	MED ES SINGLE AUX TOWER			5SB	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
14110888	MED ES SINGLE AUX TOWER			2WE	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
14006935	MEDSTATION,ES,AUX,7-DRAWER			2WE	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14018081	PYXIS ANESTHESIA SYSTEM ES			A-CATH1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018072	PYXIS ANESTHESIA SYSTEM ES			A-CATH2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018049	PYXIS ANESTHESIA SYSTEM ES			A-OR11	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018080	PYXIS ANESTHESIA SYSTEM ES			A-ENDO1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018075	PYXIS ANESTHESIA SYSTEM ES			A-ENDO3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018073	PYXIS ANESTHESIA SYSTEM ES			A-ENDO4	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018066	PYXIS ANESTHESIA SYSTEM ES			A-LD1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018058	PYXIS ANESTHESIA SYSTEM ES			A-LD2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018055	PYXIS ANESTHESIA SYSTEM ES			A-OR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018050	PYXIS ANESTHESIA SYSTEM ES			A-OR12	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018052	PYXIS ANESTHESIA SYSTEM ES			A-OR14	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018048	PYXIS ANESTHESIA SYSTEM ES			A-OR17	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018046	PYXIS ANESTHESIA SYSTEM ES			A-OR18	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018078	PYXIS ANESTHESIA SYSTEM ES			A-OR19	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018045	PYXIS ANESTHESIA SYSTEM ES			A-OR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule

Customer Order : 1000178737

Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14018068	PYXIS ANESTHESIA SYSTEM ES			A-OR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018067	PYXIS ANESTHESIA SYSTEM ES			A-OR4	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018076	PYXIS ANESTHESIA SYSTEM ES			A-OR5	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018071	PYXIS ANESTHESIA SYSTEM ES			A-OR6	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018054	PYXIS ANESTHESIA SYSTEM ES			A-OR7	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018070	PYXIS ANESTHESIA SYSTEM ES			A-OR8	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018059	PYXIS ANESTHESIA SYSTEM ES			A-OR9	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018079	PYXIS ANESTHESIA SYSTEM ES			A-ORH15	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018053	PYXIS ANESTHESIA SYSTEM ES			A-ORH16	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018057	PYXIS ANESTHESIA SYSTEM ES			A-RAD1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018051	PYXIS ANESTHESIA SYSTEM ES			A-TOR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018077	PYXIS ANESTHESIA SYSTEM ES			A-TOR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018056	PYXIS ANESTHESIA SYSTEM ES			A-TOR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14018063	PYXIS ANESTHESIA SYSTEM ES			A-TRAD	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14005813	MEDSTATION,ES,MAIN,2-DRAWER			BCOP	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPU	1						
8000093451	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			15S	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005873	MEDSTATION,ES,MAIN,6-DRAWER	AD2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1								
14005883	MEDSTATION,ES,MAIN,6-DRAWER	AS2	323	Rx	MEDSTATION,ES,MAIN,5DR, BIN	2	UPU	1								
8000093465	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE	5SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1								



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14005820	MEDSTATION,ES,MAIN,6-DRAWER			BCN	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006943	MEDSTATION,ES,AUX,7-DRAWER			BCN	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007215	MED ES SINGLE AUX TOWER			BCN	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
12486548	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE			FBC	345		MED,SRM,FLATOFFSET,25FT,LT		UPN	1						
14005847	MEDSTATION,ES,MAIN,6-DRAWER			BCS	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006963	MEDSTATION,ES,AUX,7-DRAWER			BCS	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007220	MED ES SINGLE AUX TOWER			BCS	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093434	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			4NO	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14007223	MED ES SINGLE AUX TOWER			BCOP	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093447	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			2SO	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
13753545	CONSOLE DTSVM SERVER DEMO/TEST			CAREFUSION VTS			RETURN TO CAREFUSION		CNL							
14005861	MEDSTATION,ES,MAIN,6-DRAWER			CAT	323	Rx	MEDSTATION,ES,MAIN,5DR,BIN	3	UPU	1						
14005863	MEDSTATION,ES,MAIN,6-DRAWER			CCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006953	MEDSTATION,ES,AUX,7-DRAWER			CCU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007228	MED ES SINGLE AUX TOWER			CCU	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
14006955	MEDSTATION,ES,AUX,7-DRAWER			5SO	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14006110	CIISAFE, DBL AUX, CLEAR DOORS			CIISAFE RX	111-113		CIISAFE, DBL AUX, CLEAR DOORS		UPN	1						
14007204	MED ES SINGLE AUX TOWER			CPC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093485	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			CPC			RETURN TO CAREFUSION		CNL							



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14005882	MEDSTATION,ES,MAIN,6-DRAWER			CPC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005830	MEDSTATION,ES,MAIN,6-DRAWER			CVC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006944	MEDSTATION,ES,AUX,7-DRAWER			CVC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
8000093432	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			PER	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005824	MEDSTATION,ES,MAIN,6-DRAWER			ECDS	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005831	MEDSTATION,ES,MAIN,6-DRAWER			ECR	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006104	MED ES DOUBLE AUX TOWER			ECR	343		MEDSTATION,ES,AUX, TOWER,DC		UPN	1						
8000093457	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			PED	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
8000093468	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			HEART	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005823	MEDSTATION,ES,MAIN,6-DRAWER			EME	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006936	MEDSTATION,ES,AUX,7-DRAWER			EME	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007218	MED ES SINGLE AUX TOWER			EME	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093481	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			TRC	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005884	MEDSTATION,ES,MAIN,6-DRAWER			EMS	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005874	MEDSTATION,ES,MAIN,6-DRAWER			EOB	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006959	MEDSTATION,ES,AUX,7-DRAWER			EOB	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14005856	MEDSTATION,ES,MAIN,6-DRAWER			TCU	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005866	MEDSTATION,ES,MAIN,6-DRAWER			FBC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007240	MED ES SINGLE AUX TOWER			FBC	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
8000093439	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			TOR	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14076567	MEDSTATION ES IM1 DBL COL 7 DOOR SLD			HEART			RETURN TO CAREFUSION		CNL							
8000096792	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			Pharmacy Storage 2	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
13077455	REMOTE MANAGER, FLAT, 25FT, PYXIBUS			CII SAFE RX	345		MED,RM,FLATOFFSET,25FT		UPN	1						
14006103	CIISAFE, DBL AUX, CLEAR DOORS			CII SAFE RX	111-113		CIISAFE, DBL AUX, CLEAR DOORS		UPN	1						
40421802	INTF, MED,STD,NEW,ADT			IT			RETURN TO CAREFUSION		CNL							
40421803	INTF, MED, STD, NEW USAGE			IT			RETURN TO CAREFUSION		CNL							
40434349	ES VM PRODUCTION SERVER W/SQL LIC			IT DEPARTME NT	137670-02		ES VM LARGE 2016 SERVER W/SQL		SWU	1						
40421798	Localized User/Form Mgmt Lic 61+Mains			IT DEPARTME NT	134803-01		Localized User/Form Mgmt Lic 61+Mains		SWR	1						
40327384	INTF, MED,STD,NEW,ADT			IT ROOM			RETURN TO CAREFUSION		CNL							
40327385	INTF, MED, STD, NEW USAGE			IT ROOM			RETURN TO CAREFUSION		CNL							
40327386	INTF, MED,STD,NEW, PATIENT PROFILE			IT ROOM			RETURN TO CAREFUSION		CNL							
40421804	INTF, MED,STD,NEW, PATIENT PROFILE			IT VM			RETURN TO CAREFUSION		CNL							
40421801	CCE Enterprise SW Site license (single)			IT VM	134561-01		CCE Enterprise SW Site license (single)		SWR	1						
14076570	MEDSTATION ES IM1 DBL COL 7 DOOR SLD			IVR			RETURN TO CAREFUSION		CNL							
42893589	Hosted Data services OPT IN	KNOWLEDGE PORTAL	136607-01		Hosted Data Services OPT IN		SWR	1								
14005850	MEDSTATION,ES,MAIN,6-DRAWER	LD	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1								
14007241	MED ES SINGLE AUX TOWER	LD	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1								
8000093444	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE	BCN	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1								



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14076572	MED ES SINGLE AUX TOWER			5NB	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093453	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			LIP			RETURN TO CAREFUSION		CNL							
14005832	MEDSTATION,ES,MAIN,6-DRAWER			MI2	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006948	MEDSTATION,ES,AUX,7-DRAWER			MI2	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007217	MED ES SINGLE AUX TOWER			MI2	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093459	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			3WE	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005833	MEDSTATION,ES,MAIN,6-DRAWER			MIC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006938	MEDSTATION,ES,AUX,7-DRAWER			MIC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007216	MED ES SINGLE AUX TOWER			MIC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093473	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			15N	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005814	MEDSTATION,ES,MAIN,2-DRAWER			MRI	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1						
14005816	MEDSTATION,ES,MAIN,2-DRAWER			NUC	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1						
14005887	MEDSTATION,ES,MAIN,2-DRAWER			NI2	323	Rx	MEDSTATION,ES,MAIN,2DR	1	UPU	1						
8000093438	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCE	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005843	MEDSTATION,ES,MAIN,6-DRAWER			NIC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
8000093479	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			CVC	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
8000093441	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			NIC			RETURN TO CAREFUSION		CNL							
14006947	MEDSTATION,ES,AUX,7-DRAWER			NSC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007219	MED ES SINGLE AUX TOWER			NSC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

**Customer Order
 Pyxis Product Schedule**

Customer Order : 1000178737

Support Level: Enhanced

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020

Current Products										New Products						
		Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support								List	Net	Extended	List	Net	Extended
14007205	MED ES SINGLE AUX TOWER			TCU	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
42194070	Profile Upgrade for Medstation ES			OBPAC			RETURN TO CAREFUSION		CNL							
8000095525	OBS PAS,I18-HH-3FM,BIOD, W/LARGE BIN,V4.			OR			RETURN TO CAREFUSION	1	CNL							
14005879	MEDSTATION,ES,MAIN,6-DRAWER			ORB	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1						
14007210	MED ES SINGLE AUX TOWER			ORB	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
14006107	MED ES DOUBLE AUX TOWER			ORB	343		MEDSTATION,ES,AUX, TOWER,DC		UPN	1						
8000093450	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			4SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005876	MEDSTATION,ES,MAIN,6-DRAWER			ORF	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1						
14006109	MED ES DOUBLE AUX TOWER			ORF	343		MEDSTATION,ES,AUX, TOWER,DC		UPN	1						
14005859	MEDSTATION,ES,MAIN,6-DRAWER			4NB	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006956	MEDSTATION,ES,AUX,7-DRAWER			PAC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14006111	MED ES DOUBLE AUX TOWER			PAC	343		MEDSTATION,ES,AUX, TOWER,DC		UPN	1						
8000093449	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			Pharmacy Storage 2	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005842	MEDSTATION,ES,MAIN,6-DRAWER			PEC	323		MEDSTATION,ES,MAIN,5DR, BIN	2	UPU	1						
14005852	MEDSTATION,ES,MAIN,6-DRAWER			PED	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006932	MEDSTATION,ES,AUX,7-DRAWER			PED	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007229	MED ES SINGLE AUX TOWER			PED	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093440	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCN	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005845	MEDSTATION,ES,MAIN,6-DRAWER			PER	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020

Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14006962	MEDSTATION,ES,AUX,7-DRAWER			PER	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007224	MED ES SINGLE AUX TOWER			PER	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
12795721	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			HEART	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005886	MEDSTATION,ES,MAIN,2-DRAWER			PET	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1						
14005860	MEDSTATION,ES,MAIN,6-DRAWER			PIC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006965	MEDSTATION,ES,AUX,7-DRAWER			PIC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007226	MED ES SINGLE AUX TOWER			PIC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093476	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			CCU	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005811	MEDSTATION,ES,MAIN,2-DRAWER			PSH	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1						
14005809	MEDSTATION,ES,MAIN,2-DRAWER			PCC	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1						
14907624	MEDSTATION,ES,MAIN,6-DRAWER			QBD	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14906783	MEDSTATION,ES,AUX,TOWER,SC			QBD	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
14908661	MED,SRM,ROUND OFFSET,12FT,LT			PAC	345		MED,SRM,ROUND OFFSET,12FT,LT		UPN	1						
14007221	MED ES SINGLE AUX TOWER			4SB	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093443	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			5NO	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14007222	MED ES SINGLE AUX TOWER			IVR			RETURN TO CAREFUSION		CNL							
8000093486	MED,SRM,ROUND OFFSET,12FT,LT			QCB			RETURN TO CAREFUSION		CNL							
14005838	MEDSTATION,ES,MAIN,6-DRAWER			QCC	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
8000093471	SRM CAL RD DR 25 FT CBL			LD	345		MED,SRM,ROUND OFFSET,25FT		UPN	1						



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14005841	MEDSTATION,ES,MAIN,6-DRAWER			QCE	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007243	MED ES SINGLE AUX TOWER			QCE	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093456	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			MIC	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005869	MEDSTATION,ES,MAIN,6-DRAWER			QCH	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007235	MED ES SINGLE AUX TOWER			QCH	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093445	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCH	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005881	MEDSTATION,ES,MAIN,6-DRAWER			QCN	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007231	MED ES SINGLE AUX TOWER			QCN	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093484	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			EOB	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005871	MEDSTATION,ES,MAIN,6-DRAWER			QCP	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007233	MED ES SINGLE AUX TOWER			QCP	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093472	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			AS2	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005839	MEDSTATION,ES,MAIN,6-DRAWER			QCR	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007244	MED ES SINGLE AUX TOWER			QCR	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1						
8000093454	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCV	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
14005868	MEDSTATION,ES,MAIN,6-DRAWER			QCS	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007242	MED ES SINGLE AUX TOWER	QCS	343		MEDSTATION,ES,AUX, TOWER,SC		UPN	1								
8000093470	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE	ECDS	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1								
14005872	MEDSTATION,ES,MAIN,6-DRAWER	QCV	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1								



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products										New Products						
		Monthly Rental Fee								Monthly Rental Fee			Monthly Support Fee			
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14007234	MED ES SINGLE AUX TOWER			QCV	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093455	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			EPR	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14006114	CIISAFE,V7,X,DBL INTG MAIN,BIO,CLEAR DO			CII SAFE RX	111-199-01		CIISAFE,V8,X,DBL INTG MAIN,BIO,CLEAR DO		UPU	1						
14005857	MEDSTATION,ES,MAIN,6-DRAWER			SED	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005837	MEDSTATION,ES,MAIN,6-DRAWER			SIC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14006937	MEDSTATION,ES,AUX,7-DRAWER			SIC	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1						
14007214	MED ES SINGLE AUX TOWER			SIC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093460	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			MI2	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
40434348	ES VM TEST SERVER			TEST	137673-02		ES VM TEST 2016 SERVER		SWU	1						
8000093452	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QBD	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005858	MEDSTATION,ES,MAIN,6-DRAWER			TOR	323		MEDSTATION,ES,MAIN,6DR	3	UPU	1						
14006108	MED ES DOUBLE AUX TOWER			TOR	343		MEDSTATION,ES,AUX,TOWER,DC		UPN	1						
8000093483	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			ORB	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005846	MEDSTATION,ES,MAIN,6-DRAWER			TRC	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14007230	MED ES SINGLE AUX TOWER			TRC	343		MEDSTATION,ES,AUX,TOWER,SC		UPN	1						
8000093477	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			NI2	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
14005862	MEDSTATION,ES,MAIN,6-DRAWER			WLC	323		MEDSTATION,ES,MAIN,6DR	5	UPU	1						
8000093475	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCP	345		MED,SRM,ROUND OFFSET,25FT,LT		UPN	1						
8000093467	MED,SRM,ROUND OFFSET,12FT,LT			13M	345		MED,SRM,ROUND OFFSET,12FT,LT		UPN	1						



Customer Order
Pyxis Product Schedule
Customer Order : 1000178737

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: Enhanced

Rental and Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products										New Products						
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
8000093478	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			3SO	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
8000093431	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			QCC	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
42700403	Hosted Data Services OPT IN			PHARMACY			RETURN TO CAREFUSION		CNL							
42543537	INTF, MED,STD,CONV,ADT			IT VM			RETURN TO CAREFUSION		CNL							
42543538	INTF, MED,STD,CONV, PATIENT PROFILE			IT VM			RETURN TO CAREFUSION		CNL							
42543539	INTF, MED, STD, CONV USAGE			IT VM			RETURN TO CAREFUSION		CNL							
40374516	KIT VM Security Module 2.3			IT VM			RETURN TO CAREFUSION		CNL							
40421800	Med Analytics Service Tier 3, > 150 beds			IT			RETURN TO CAREFUSION		CNL							
				HEART	343		MEDSTATION,ES,AUX, TOWER,SC		EXP	1						
8000093461	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			BCS	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
8000093442	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			PIC	345		MED,SRM, ROUNDOFFSET,25FT,LT		UPN	1						
				HEART	323		MEDSTATION,ES,MAIN,6DR	5	EXP	1						
14907625	MEDSTATION,ES,MAIN,6-DRAWER			PAC	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						
14005878	MEDSTATION,ES,MAIN,6-DRAWER			EPR	323	Rx	MEDSTATION,ES,MAIN,6DR	5	UPU	1						

Total Monthly Rental & Support Fee: [REDACTED]

All fees mentioned are in USD



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000181225

Product Discounts:
GPO: 5 %
Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
12486021	OBS RM MANAGER SRM FLAT DOOR 25FT CABLE			LD			RETURN TO CAREFUSION		CNL							
				LD	137559-01		PyxisES Ref 13CF, LHG-6Deep,3StdBins		EXP	1						

Total Monthly Rental & Support Fee: \$237.00

All fees mentioned are in USD



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
 Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule
Customer Order : 1000180740

Product Discounts:
 Non-Std Disc %: 10 %
 Support Level: SVC / Advanced 8h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee			
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended	
					1113-00		HEALTHSIGHT DATA MANAGER		SWN	1							
					1112-00		DIVERSION ANALYTICS		SWN	1							
					1109-00		HealthSight Inventory Optimization		SWN	1							
					137657-01		Pyxis EMR Mapping Services		SWN	1							
42893590	5yr RxAuditor On Demand Lic 401+ Beds			PHARMACY			RETURN TO CAREFUSION		CNL								
42893589	Hosted Data services OPT IN			KNOWLEDGE PORTAL			RETURN TO CAREFUSION		CNL								
42893592	5yr RxAuditor 360 Site Lic 401+ Beds			PHARMACY			RETURN TO CAREFUSION		CNL								

Total Monthly Rental & Support Fee: [REDACTED]

All fees mentioned are in USD



Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP

Customer Order
Pyxis Product Schedule

Customer Order : 1000181316

Product Discounts:

GPO: 44 %

Support Discounts:

GPO: 20 %

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/31/2020																
Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
					1129-00		Pyxis ES Enterprise Interoperability E		SWN	1						
					356828-01		CDL CHARGE 5-SLOT TC510K WHITE US		NEW	2						
					356688-01		KIT-TC510K-US		NEW	10						
40421799	PYXIS LINK V1.0 (631 beds)			PYXIS LINK			RETURN TO CAREFUSION		CNL							

Total Monthly Rental & Support Fee: [REDACTED]

All fees mentioned are in USD



Customer Order
Pyxis Product Schedule
Customer Order : 1000182303

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Support Level: SVC / Advanced 8h
Support Term: 60 months

GPO: HEALTHTRUST PURCHASING GROUP

New Products					Purchase Terms			Support Terms		
					Purchase Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	Extended
	137977-01		Lab Interface		SWN	1				
Totals:										\$ 0.00

Purchase Fee:	
Total Monthly Support Fee:	\$ 0.00

All fees mentioned are in USD



Implementation Timeline

Solution / Product(s): Pyxis ES to ES/Multi-Product Implementation

Customer Name: University Medical Center (UMC) of Southern Nevada

Customer Order Number: 1000181316, 1000181225, 1000178737,
1000180740, 1000182303

Timeline Create Date: 6/30/2020

Timeline Expiration Date: 12/31/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	1/8/2021
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. <u>Customer</u> procures third-party hardware equipment (if necessary).	N/A
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	N/A
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	N/A
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	N/A
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	N/A
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	2/5/2021
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	4/5/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	6/25/2021
Term Begin Date		7/1/2021

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	This Implementation Schedule includes the following BD Pyxis Products: • ES to ES Conversion Agreement includes: • All new Mains, 7 Drawer Aux's, and Pyxis A-System's = 55% new equipment • Increased secured capacity by 30% • Upgrade to v1.6 or higher • CII Safe v8 or higher • Knowledge Portal • HealthSights • HealthSight Data Manager • HealthSight Diversion Analytics (return RxAuditor) • HealthSight Inventory Optimization • HealthSight Viewer (included in 1.6 upgrade) • HealthSight Clinical Alerts (aka. Lab interface) to the HealthSight Viewer installation • BD Pyxis Enterprise Interoperability with EPIC (return Pyxis Link) • Single Sign On • Queue and Waste • Track and Deliver

• BD Pyxis Refrigerator (return MSRM)

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline. Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

University Medical Center (UMC) of Southern Nevada	CaleFusion Solutions, LLC
Sign:	Sign: <i>Daisy R. Cronauer</i>
Print:	Print: Daisy R. Cronauer
Title:	Title: Contract Analyst
Date:	Date: 10/16/2020

Created by: Tracy Proffitt

Created on: 6/30/2020 1:07 PM



Customer Order Attachment

Implementation of then-current Products:
For BD Pyxis™ C^{II}Safe and BD Pyxis™ Enterprise Server

This Customer Order Attachment (“Attachment”) applies to Customer Order number 1000178737 (the “Customer Order”). Unless otherwise defined below, capitalized terms in this Attachment will have the same meaning ascribed to the term in the Master Agreement. This Attachment does not apply to any other Product or any other Customer Order.

1. Implementation of the Next Generation of the BD Pyxis™ C^{II}Safe Main. If prior to the implementation of the BD Pyxis™ C^{II}Safe Main(s) as set forth on the Customer Order (each, a “Current C^{II}Safe Product”), a successor to the Current C^{II}Safe Product is generally commercially released by CareFusion (hereafter, the “Successor C^{II}Safe Product”), the Parties understand and agree that CareFusion will install the Successor C^{II}Safe Product in lieu of the Current C^{II}Safe Product. All terms and conditions applicable to the Current C^{II}Safe Product as set forth in the Customer Order shall apply to the Successor C^{II}Safe Product, including, but not limited to the monthly Rental Fees and monthly Support Fees, and the Customer Order shall be deemed amended to include the Successor C^{II}Safe Product, which shall replace the Current C^{II}Safe Product.

If a Successor C^{II}Safe Product has not been generally commercially released as of the date that the Current C^{II}Safe Product is intended to be implemented under the Customer Order, as mutually agreed upon by the Parties, then CareFusion shall implement the Current C^{II}Safe Product in accordance with the Customer Order and shall have no further obligations arising from this **Section 1** of this Attachment.

2. Implementation of the Next Generation of the BD Pyxis™ Enterprise Server. If prior to the implementation of the BD Pyxis™ Enterprise Server, identified in the Customer Order as material number 137670-02 and Product name ES VM Large 2016 Server W/SQL (“Current ES Server”), a successor to the Current ES Server is generally commercially released by CareFusion (hereafter, the “Successor ES Server Product”), the Parties understand and agree that CareFusion will install the ES Server Product in lieu of the Current ES Server Product. All terms and conditions applicable to the Current ES Server Product as set forth in the Customer Order shall apply to the Successor ES Server Product including, but not limited to the monthly Rental Fees and monthly Support Fees, and the Customer Order shall be deemed amended to include Successor ES Server Product, which shall replace the Current ES Server Product.

If a Successor ES Server Product has not been generally commercially released as of the date that the Current ES Server Product is intended to be implemented under the Customer Order, as mutually agreed upon by the Parties, then CareFusion shall implement the Current ES Server Product in accordance with the Customer Order and shall have no further obligations arising from this **Section 2** of this Attachment.

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective party to this Attachment.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

Notice Address:

Address: 1800 W Charleston Blvd

City, State Zip: Las Vegas, NV 89102

State of Incorporation: Nevada

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court

San Diego, CA 92130

State of Incorporation: Delaware

DocuSigned by:
By: Daisy R. Cronauer
C99F1A09FF09489...

Print: Daisy R. Cronauer

Title: Contract Analyst

Date: 10/16/2020



Customer Order Attachment BD Pyxis™ ES System Interoperability with Epic™

Effective as of the date of both Parties signature below ("Effective Date"), this Customer Order Attachment ("Attachment") applies to and is a part of Customer Order Number 1000181316 ("Customer Order") for BD Pyxis™ ES system interoperability with EPIC (collectively, "Pyxis ES Interop").

1. **Governing Terms.** The Master Agreement in effect between the Parties as of the Effective Date ("Master Agreement"), including the Software Services Schedule incorporated therein ("Software Services Schedule"), shall govern this Customer Order and Attachment for Pyxis ES Interop. If any provision of the Master Agreement or Software Services Schedule conflicts with the Customer Order or this Attachment in relation to Pyxis ES Interop, the provisions of the Customer Order and Attachment shall govern.
2. **Pyxis ES Interop Modules; Subscription Term.** Subject to timely payment of the Subscription Fees (as such term is defined in the Software Services Schedule), CareFusion hereby grants Customer a limited, non-exclusive, non-transferable license to use the Pyxis ES Interop modules specified in the applicable User Guide(s) (each an "Interop Module") during the Subscription Term. Notwithstanding **Section 3.2** of the Software Services Schedule, the Subscription Term shall not automatically continue or renew at the end of the Subscription Term for any Interop Module.
3. **Implementation; Acceptance of First Installed Module.** Notwithstanding **Section 1.5** of the Master Agreement (*Acceptance*), Pyxis ES Interop shall be deemed Accepted by Customer and Customer shall execute CareFusion's standard confirmation form upon completion of implementation of the first Interop Module under the Customer Order ("First Installed Module"). Customer may reject Pyxis ES Interop only if the First Installed Module fails to function substantially in accordance with the specifications of the First Installed Module's User Guide.
4. **Uninstalled Module(s).**
 - 4.1. **Right to Contract for Interop Modules at No Additional Charge.** If any Interop Module was not installed under the Customer Order due to Customer's election or nonelection for any reason (each an "Uninstalled Module"), then: (i) upon notice to CareFusion, Customer may request subsequent implementation of the Uninstalled Module during the Subscription Term; (ii) the Parties shall agree on an implementation timeline with applicable completion dates and Term Begin Date effective during the Subscription Term at no additional charge to Customer by CareFusion ("Interop Implementation Timeline"); and (iii) upon completion of the implementation Services for each Uninstalled Module per the terms of the Interop Implementation Timeline, Customer shall execute CareFusion's standard confirmation form as a condition of Customer's license to use the applicable Interop Module. The Interop Implementation Timeline together with the confirmation form for each Interop Module shall be deemed a separate amendment to this Customer Order.
 - 4.2. **Waiver of Right to License Uninstalled Modules.** If Customer does not elect or enable implementation of an Uninstalled Module during the Subscription Term per the terms of this Section, then: (i) Customer thereby waives its right to implement and its license to use the Uninstalled Module; and (ii) CareFusion shall have no further obligation under the Customer Order in relation to the Uninstalled Module. For sake of clarity, Customer will pay the Subscription Fees for Pyxis ES Interop as set forth in the Customer Order in accordance with **Section 3.1** of the Software Services Schedule without abatement or reduction because of Customer's election or nonelection in relation to ie any Uninstalled Module.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA #1703100

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

DocuSigned by:

By: Daisy R. Cronauer

Print: Daisy R. Cronauer

Title: Contract Analyst

Date: 10/16/2020



FMO Amendment to Customer Agreements & De-Implementation Timeline

Customer Legal (Sold-To) Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Sold-To Number: 1703100
Master Agreement Anniversary Date: 04/15/2021
Contract Year: 04/15/2020 - 04/14/2021
Date of Issuance: 10/16/2020
Expiration Date: 12/31/2020

Effective as of the date of both signatures below ("Effective Date"), this amendment ("Amendment") modifies the Customer Agreement(s) (or, if applicable, Rental Agreement(s) and Support Agreement(s)) set forth in **Schedule 1**, attached hereto and incorporated by this reference, (each, a "Customer Agreement" and, collectively, the "Customer Agreements"). Capitalized terms herein will have the same meanings used in the Customer Agreements. In the event of any conflict between the terms of the Customer Agreements and this Amendment, the terms of this Amendment will control.

1. **FMO Products.** The Pyxis Products listed in **Schedule 1** (hereafter, **FMO Products**) are eligible for return to CareFusion pursuant to the Footprint Modification Option memorialized in the Pyxis™ Footprint Modification Option letter dated April 1, 2017 or the applicable Customer Agreements. Customer will return each FMO Product and CareFusion will accept each FMO Product; subject to the timely satisfaction of the terms and conditions set forth herein.

2. **FMO Product Managers.** Customer hereby authorizes, and shall assure that, each of the following individuals (each, a "**FMO Product Manager**") manage the completion of the FMO Product Activities (as such term is defined below). A minimum of two (2) such contacts shall be designated and hereby authorized by Customer below:

Contact Name: Jamie King	Contact Name:
Phone Number: 702-383-2606	Phone Number:
E-Mail Address: Jamie.King@umcsn.com	E-Mail Address:

Contact Name: Brian Pomykacz	Contact Name:
Phone Number: 702-765-7978	Phone Number:
E-Mail Address: Brian.Pomykacz@umcsn.com	E-Mail Address:

3. **De-Implementation Timeline; FMO Product Activities.** Customer shall assure that the tasks and responsibilities set forth in the table below (each, a "**FMO Product Activity**") are completed on or before the Expiration Date set forth above. If Customer fails to complete the FMO Product Activities before the Expiration Date for any reason, then CareFusion may, at its sole option, (i) reschedule the applicable FMO Product Activities and agree on an extended Expiration Date, provided, however, that Customer reimburses CareFusion for expenses reasonably incurred as a result of rescheduling the FMO Product Activities; or (ii) terminate this Amendment upon ten (10) days' notice. Notwithstanding any other term or condition to the contrary, in no event will the Expiration Date for this Amendment extend more than thirty (30) days after the Contract Year defined above.



FMO Amendment to Customer Agreements & De-Implementation Timeline

De-Implementation Timeline		
Return Product Activities	Responsibilities	Completion Date, if applicable
(i) Amendment Delivery	CareFusion will deliver this Amendment to Customer with the following documents attached: a. Schedule 1, Return Product Summary, including without limitation: i. Customer Agreement number(s); ii. Ship-To location for each Customer Agreement; iii. Serial number for each Return Product; iv. Monthly Rental and Support Fees and/or Monthly Subscription Fees for each Return Product to be deducted from the net fees payable by Customer under the Customer Agreement(s); and v. The applicable return shipping fee for each Return Product ("Return Product Fees"). vi. Credit Repayment amount for each applicable Return Product b. Schedule 2, FMO Summary, including, without limitation: i. Customer Agreement number(s); ii. Total Baseline Rental Value of each; iii. FMO Allowance Value; iv. Total Return Value for the Contract Year; and v. Percentage of FMO Exercised for each.	
(ii) Amendment Execution;	Customer will sign and deliver the Amendment to CareFusion.	
(iii) Collection Date	CareFusion will contact one or more of the FMO Product Managers to schedule collection of the FMO Products (" <u>Collection Date</u> "). Customer will be notified at least twenty four (24) hours before the Collection Date by the shipping agent.	
(iv) Use of FMO Products	Customer will (i) discontinue use of any FMO Products; and (ii) remove the Software from all Customer systems,	
(v) Return Material Authorization; Return Labels; Master Agreement Anniversary Date	CareFusion will provide (i) a Return Material Authorization form (" <u>RMA</u> ") for execution by the Parties, including the Master Agreement Anniversary Date for each FMO Product; and (ii) return labels to be affixed by Customer to each of the FMO Products. Customer will clearly mark the Facility Name and Customer Number on each label in black ink and large font.	
(vi) FMO Product Preparation	Customer will (i) remove all medications, data and Customer property without damage to the FMO Products; (ii) prepare the premises for removal of the FMO Products; (iii) lock all units and secure cables provided by CareFusion; and (iv) provide CareFusion with prompt notice that the FMO Products are ready for collection.	
(vii) Equipment Location	A FMO Product Manager will provide CareFusion with the location of the FMO Products for de-installation. If the Parties agreed in writing that Customer will de-install the FMO Products, then the FMO Product Manager will notify CareFusion of the location of the de-installed FMO Products; provided that any such location will be secure and remain temperature and	

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FMO Amendment to Customer Agreements & De-Implementation Timeline

	humidity controlled in accordance with the terms of the Customer Agreements.	
(viii) Data Device	Any Data device(s) removed from the FMO Products by CareFusion will be tendered to Customer by CareFusion. Customer will acknowledge in writing its receipt of any such Data device.	
(ix) RMA Execution	Customer will promptly sign the RMA subject to the execution instructions included therein and return the RMA to CareFusion.	

4. FMO Termination Date. Effective as of the first day of the month following the date CareFusion receives possession of the FMO Products, the applicable Rental Term(s), Support Term(s) and/or Subscription Term(s) for the FMO Products will terminate ("FMO Termination Date"), provided that Customer will remain fully liable for payment to CareFusion of any and all Monthly Rental Fees, Monthly Support Fees, Monthly Subscription Fees and other applicable fees incurred up to and including the day preceding the FMO Termination Date. All other terms and conditions of the applicable Agreements shall continue and apply in full force and effect for the remainder of the Rental and Subscription Terms (or such longer period as may be specified in the Customer Agreements), including, without limitation, those terms related to risk of loss and return of Rental Equipment. CareFusion will provide Customer with applicable invoice(s) for net Monthly Rental Fees, Monthly Support Fees and/or Monthly Subscription Fees payable by Customer for the remaining Pyxis Products in accordance with the terms of the Customer Agreements.

5. Return Product Fees; Credit Repayment Amount. CareFusion will separately invoice and Customer will timely pay within thirty (30) days of the Effective Date: (i) any amount required pursuant to the "Credit Repayment" terms of the Customer Agreement(s) (if applicable); and (ii) applicable Freight Fees for each FMO Product stated in **Schedule 1** within thirty (30) days of the Return Product Effective Date.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	CareFusion Solutions, LLC
Sign:	Sign: <i>Daisy R. Cronauer</i> C99F1A09FE09489...
Print: Mason VanHouweling	Print: Daisy R. Cronauer
Title: CEO	Title: Contract Analyst
Date:	Effective Date: 10/16/2020



FMO Amendment to Customer Agreements & De-Implementation Timeline

SCHEDULE 1 Return Product Summary

Customer Agreement	Ship To Number	Ship To Location	Contract Number	Serial Number	Product Description	Rental Amount	Support Amount	Freight Fee
1000089134	1703100	UNIVERSITY MEDICAL CENTER OF	4001107405	14908662	MED,SRM,ROUND OFFSET,12FT,LT			
1000040535	1703100	UNIVERSITY MEDICAL CENTER OF	4000945349	14568075	MEDSTATION,ES,AUX,7-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682239	14006105	MED ES DOUBLE AUX TOWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682300	14006945	MEDSTATION,ES,AUX,7-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682301	14006946	MEDSTATION,ES,AUX,7-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682314	14006960	MEDSTATION,ES,AUX,7-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682355	14005849	MEDSTATION,ES,MAIN,6-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682360	14005854	MEDSTATION,ES,MAIN,6-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682381	14005875	MEDSTATION,ES,MAIN,6-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682391	14005885	MEDSTATION,ES,MAIN,6-DRAWER			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682400	8000093165	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682425	8000093458	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			
1000029094	1703100	UNIVERSITY MEDICAL CENTER OF	4000682455	8000097264	OBS RM MANAGER SRM ROUND DOOR 25FT CABLE			
1000034689	1703100	UNIVERSITY MEDICAL CENTER OF	4000682118	14018060	PYXIS ANESTHESIA SYSTEM ES			
1000048818	1703100	UNIVERSITY MEDICAL CENTER OF	4000756690	14076568	MEDSTATION ES IM1 DBL COL 7 DOOR SLD			
1000048818	1703100	UNIVERSITY MEDICAL CENTER OF	4000756772	14076569	MEDSTATION ES IM1 DBL COL 7 DOOR SLD			
Total								



FMO Amendment to Customer Agreements & De-Implementation Timeline

SCHEDULE 2

FMO Summary

Customer Agreement Number	Total Baseline Rental Value	FMO Allowance	Total FMO Exercised	FMO Exercised %	FMO Exercised Year to Date %
1000029094					
1000034689					
1000040535					
1000048818					
1000089134					

FMO allowance above the FMO 20% threshold was approved as an exception

**** Note FMO Allowance, Total FMO Exercised and Total FMO Exercised % is total for the Contract Year including current request**

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:		CareFusion Solutions, LLC				
(Include d.b.a., if applicable)						
Street Address:		3750 Torrey View Court		Website: www.bd.com		
City, State and Zip Code:		San Diego, CA 92130		POC Name: Tera Luedde Email: Tera.Luedde@bd.com		
Telephone No:		760-994-7764		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

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

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature NA Assoc. Dir, Quality Mgmt. Title	Phillip Emmert Print Name October 21, 2020 Date
---	--

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative



October 22nd, 2020

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

Re: Request for competitive bidding information regarding Pharmacy Equipment

Dear Mr. Ramirez:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for IV Infusion Pumps, Sets and Solutions. 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 Pharmacy Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers offered competitive pricing and met other criteria for Pharmacy Equipment. Contracts were executed in August 2018 with Pyxis (Carefusion) and Omnicell.

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

Sincerely,

Craig Dabbs

Account Director, Member Services

Business Associate Agreement

This Agreement is made effective the 29th of October, 2020, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, **and CareFusion Solutions, LLC, together with its subsidiaries and related legal entities**, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Rules”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, as well as the Genetic Information Nondiscrimination Act of 2008 (“GINA,” Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and

WHEREAS, the Parties wish to enter into or have entered into one or more arrangements whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “Business Associate” of Covered Entity as defined in the HIPAA Rules (the agreement(s) evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“Protected Health Information” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data,

documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement between Covered Entity and Business Associate, this Agreement shall control with regard to the subject matter of this Agreement.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules), or as otherwise expressly permitted in writing by Covered Entity.

(iii) If Business Associate provides data aggregation services, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B)

(iv) Business Associate may de-identify PHI pursuant to 45 CFR §164.514, and use the de-identified information for any lawful purpose, such as research, internal testing, benchmarking and aggregate analysis in order to improve products and services.

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes substantially the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Successful Security Incident") upon discovery of the Successful Security Incident. Covered Entity shall be deemed to have received notice from Business Associate of "Unsuccessful Security Incidents", defined as routine occurrences that do not result in unauthorized access, use or disclosure of PHI, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Business Associate's

information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of Covered Entity's electronic PHI.

(b) When an impermissible acquisition, access, use, or disclosure of Unsecured Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer promptly and without unreasonable delay and no later than 20 business days upon discovery of the Breach, and

(ii) Within 20 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To the extent Business Associate caused the Breach, Business Associate will pay for reasonable and direct costs associated with legally required notifications of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To respond in a timely manner to any reasonable request by Covered Entity for information and documentation that allows Covered Entity to verify Business Associate's compliance with the requirements of this agreement, HIPAA and HITECH. Such request shall not occur on more than an annual basis. Third party attestations of Business Associate's compliance, such as a SOC2 report, shall suffice for purposes of the requested information and documentation.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. All notices regarding restrictions on use of PHI pertaining to a Notice of Privacy Practices from Covered Entity to Business Associate must be in writing and shall apply solely to the use of PHI following Business Associate's receipt of such notice.

(ii) To the extent Business Associate maintains PHI in a Designated Record Set as that term is defined by 45 C.F.R. §164.501, to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To the extent Business Associate maintains PHI in a Designated Record Set as that term is defined by 45 C.F.R. §164.501, to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the applicable Underlying Agreement that gave rise to the violation, immediately if Covered Entity determines, in good faith, that Business Associate has violated any material term of this Agreement and cure is not possible.

If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, give a written notice to Business Associate of such belief within a reasonable time after forming such belief, and provide Business Associate with the opportunity to cure the breach, if Business Associate fails to cure the breach within a reasonable period of time given the specific circumstances, then Covered Entity shall have the right to terminate this Agreement and the applicable Underlying Agreement that gave rise to the violation, immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties or as stated below. No Party may assign its respective rights and obligations under this Agreement without the prior written

consent of the other Party, which shall not be unreasonably withheld or delayed, provided that either Party may assign such Party's rights and obligations under this Agreement without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets, or (iii) in the event of a merger, consolidation, acquisition, or internal restructuring of a Party hereto. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations..

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: _____
Mason VanHouweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

DocuSigned by:
By: Daisy R. Cronauer
C99F1A09FF09489

Title: Contract Analyst

Date: 10/29/2020

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

Issue:	Ratification of Emergency Purchase Order for Gloves with Florida Import Experts, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000991100

Description: COVID-19 Gloves

Bid/RFP/CBE: NRS 332.112(2), 332.115 (3), NRS 332.115 (4)

Term: Direct Purchase

Amount: \$4,338,000.00

Out Clause: None

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is for ratification of UMC's emergency purchase order with Florida Import Experts, Inc. for gloves totaling \$4,338,000.00 to meet the needs of the hospital during the COVID-19 pandemic.

This emergency purchase was made pursuant to NRS 332.115(3) as a purchase of personal safety equipment used in connection with emergencies and NRS 332.115(4) as it is a purchase of goods commonly used by a hospital.

The Chief Operating Officer and Director of Contracts Management have reviewed this purchase and recommend ratification by the Governing Board.

This Purchase was reviewed by the Governing Board Audit and Finance Committee at their November 10, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
November 18, 2020

Agenda Item #

5



PO Number: 180971
PO Date: 10/16/2020

Vendor:
FLORIDA IMPORTS EXPERTS INC
2633 PARK LANE

HALANDALE BEACH, FL 33009

JORDAN COOPER

Phone: 9,1954-697-9994

Fax:

Ship To:
MAIN RECEIVING DOCK
UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329

GLN:

Phone: 702-383-2307

Fax: 702-383-2609

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102

Phone: 702-383-2417

Fax: 702-671-6586

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

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #895153150, FOB Destination. If combined shipping weight exceeds 150lbs, call 888-457-5851 for carrier instructions prior to shipping. Insert our PO# in recipient 2nd address field.

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



PO Number: 180971
PO Date: 10/16/2020

Vendor:
FLORIDA IMPORTS EXPERTS INC
2633 PARK LANE

HALANDALE BEACH, FL 33009

JORDAN COOPER

Phone: 9,1954-697-9994

Fax:

Ship To:
MAIN RECEIVING DOCK
UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD

LAS VEGAS, NV 89102-2329

GLN:

Phone: 702-383-2307

Fax: 702-383-2609

Bill To:
UNIVERSITY MEDICAL CENTER OF SN
ATTN: ACCTS PAYABLE
1800 W. CHARLESTON BLVD

LAS VEGAS, NV 89102

Phone: 702-383-2417

Fax: 702-671-6586

Vendor Code: 867517

PO Type:

PO Status: Draft

Customer No:

Comment:

SALES ORDER 500058

QUOTED PRICE \$4,338,000.00 COD DISCOUNT 1% NET T \$43,380.00 TOTAL
\$4,294,620.00

PAYMENT SHALL NOT BE RELEASED TO THE VENDOR UNTIL PRODUCT IS
DELIVERED IN FULL AND RECEIVED AT UMC OFF SITE LOCATION RECEIVING
DOCK

PLEASE CALL DOUGLAS MOSER 1 HOUR PRIOR TO DELIVERY AT 702 945 7750

Composed By: Donna Point

Terms: PAYMENT UPON RECEIPT

FOB:

Delivery Date:

Tax ID Number: Not Null

Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
Item: 42393 GLOVE EXAM NITRILE SM PF LF							
1	NGPF-S	2,000 CS	NGPF-S	3000-991100-663100		\$180.00	\$360,000.00
							\$0
							\$360,000.00
Item: 42394 GLOVE EXAM NITRILE MED LF PF							
2	NGPF-M	11,000 CA	NGPF-M	3000-991100-663100		\$180.00	\$1,980,000.00
							\$0
							\$1,980,000.00
Item: 42395 GLOVE EXAM NITRILE LG PF LF							
3	NGPF-L	9,000 CA	NGPF-L	3000-991100-663100		\$180.00	\$1,620,000.00
							\$0
							\$1,620,000.00
Item: 42396 GLOVE EXAM NITRILE XLG LF PF							
4	NGPF-XL	2,100 CA	NGPF-XL	3000-991100-663100		\$180.00	\$378,000.00



Print Date: 10/16/2020 9:35AM
Report ID: POCopy Page 59 of 199



MDE - Florida Import Experts
2633 Park Ian Hallandale
FL 33009

Quote

Date	Quote #
10/14/2020	500058

Name / Address
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas Nevada 89120

Rep	Project

Description	Qty	Total
Nitrile Exam Powder Free Gloves -Small	2,000,000	360,000.00
Nitrile Exam Powder Free Gloves -Medium	11,000,000	1,980,000.00
Nitrile Exam Powder Free Gloves -Large	9,000,000	1,620,000.00
Nitrile Exam Powder Free Gloves -X large	2,100,000	378,000.00
Terms NET 1 Discount (1%)		-43,380.00
Terms : Net 1 Upon Delivery		
ETA : 30-45 Days among several deliveries		
Total		\$4,294,620.00

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

Issue: License/Services Orders #5 and #6 with MediQuant, LLC	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the License/Service Orders #5 and #6 between MediQuant, LLC and University Medical Center of Southern Nevada for data migration and conversion services; and authorize the Chief Executive Officer to sign the License/Service Orders. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000, 5430.011

Fund Name: UMC Operating Fund, Clark County Capital Equipment Transfer

Fund Center: 3000999901, 3000854000

Funded Pgm/Grant: N/A

Description: Data migration and conversion project which is part of the larger Beaker project.

Bid/RFP/CBE: NRS332.115.1 (b) – Professional Services

Term: 22 Months, November 1, 2020 – August 30, 2022

Amount: NTE \$196,999.00 (LSO5 \$121,399.00, LSO6 \$75,600.00)

Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

In August 2017, UMC entered into a Master Agreement (“Agreement”) with MediQuant, LLC (“MediQuant”), under the terms of which it was contemplated that the parties would enter into one or more future License and/or Service Orders (each, a “LSO”).

This request consists of two Service Orders, LSO5 & LSO6, which are required for the data migration and conversion services related to the Beaker lab project.

MediQuant, LLC is currently acquiring a Clark County Business License.

UMC’s IT Director of Project Management has reviewed and recommends approval of the LSOs. The LSOs have been approved as to form by UMC’s Office of General Counsel.

The LSOs were reviewed by the Governing Board Audit and Finance Committee at their November 10, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
November 18, 2020

Agenda Item #

6

EXHIBIT A
LICENSE AND/OR SERVICE ORDERS
University Medical Center of Southern Nevada

As of March 3, 2020, the following Attachments to this Exhibit A are included within the Agreement:

Document Name	Contract Signature Date	Document Content
License and/or Service Order #1	8/31/2017	University Medical Center of Southern Nevada – MS4, Vitalworks
License and/or Service Order #2	8/14/2018	University Medical Center of Southern Nevada – VitalWorks Agency Interfaces
License and/or Service Order #3	10/10/2019	University Medical Center of Southern Nevada – McKesson Star
License and/or Service Order #4	10/10/2019	University Medical Center of Southern Nevada – McKesson Star • 835 Interface (1) • Agency Interface (1) • Patient Statement File Interface (1) • General Ledger Interface (1)
Amendment to License and/or Service Order 3/4	3/3/2020	LSO 3 and LSO4 - Total Funding documentation

EXHIBIT A

LICENSE AND/OR SERVICE ORDER #5 SaaS

- A. On or about August 31, 2017, MediQuant, Inc. ("Licensor") and University Medical Center of Southern Nevada ("Licensee") entered into a Master Agreement (the "Agreement") under the terms of which it was contemplated that the parties would enter into one or more future License and/or Service Order (each, a "LSO").
- B. On or about August 31, 2018, Licensor assigned its entire right, title and interest in the Agreement to MediQuant, LLC.
- C. MediQuant, LLC and Licensee now wish to enter into this License and/or Service Order #5 pursuant to the terms in the Agreement.
- 1. **Services.**
 - a. Software Installation and Hosting. In accordance with and subject to the terms of MediQuant, Inc.'s ("Licensor") Master Agreement (the "Agreement"), Licensor will install the DataArk software and one database (collectively known as the "Licensed Software") on the designated server(s) for "Licensee". Licensee's data will be hosted in Licensor's data center.
 - b. Training. Licensor will conduct training of Licensee's staff regarding use and maintenance of the Licensed Software.
 - c. Data Load. Licensor will load data into the Software in accordance with the specifications of the module purchased by Licensee into which the data is to be loaded. A Final Scope Document (template provided in Exhibit I) will be completed during discovery sessions for each project. The Licensee will approve the Final Scope Document to establish desired data load and system configurations within the design of the selected module. Subsequent changes to the agreed upon Final Scope Document will result in project delays and additional fees. A staging SQL database (the "Interim Database") will be created for only the data to be loaded into the Licensed Software. Additional data to be converted into the Interim Database will incur additional professional fees at the rate listed in this License Order. Licensor will complete at most two loads (a sample load and a final load) for each project without additional professional hourly fees unless such loads are required because of errors on the part of the Licensor. Licensor may perform only a final load and no sample load as deemed appropriate by Licensor.
 - d. Project Management. Licensee and Licensor will jointly develop an implementation project plan with clearly defined deliverables and target Go Live dates. Licensee will designate a project manager and project team to ensure that all implementation activities are performed in accordance with this project plan. Any delays on the part of Licensee for Licensee defined deliverables could result in adjustments to the Go Live date for the overall project. Notwithstanding anything else to the contrary Licensor will not be held responsible for delays in deliverable dates for projects where the Licensee has delayed its deliverables. Licensee projects may need to be slotted into later implementation slots.
 - e. Data Extract.
 - i. In the case where Licensor is not providing data extract services, it is the sole responsibility of the Licensee to provide the extract script, completed data locator document, and data that is complete, consistent, correct, and in accordance with Licensor's data guidelines and fit for uploading into the Licensed Software. Licensee will timely provide Licensor with the necessary specifications, validated data in text format (or other mutually agreed upon format), file layouts, data source expertise and data dictionary. Prior to beginning work on the extract, Licensee's extract resource is required to attend Licensor's Extract University to review the guidelines and requirements for the extract and delivery of data. Data that requires reloading because of inconsistencies, missing data, incorrect data, data set not in accordance with Licensor data guidelines or errors in the data set provided by Licensee will require additional fees charged at the hourly rate listed in this License Order.

- ii. In the case where Licensor is providing Extract Management Services, Licensor will provide data extraction services either directly or through third party sub-contractors as described in Exhibit F (Extract Management Services Statement of Work). Licensee will provide adequate remote access to the data files that are to be extracted. Licensee and Licensor will mutually agree upon the data elements to be extracted and loaded into DataArk. Licensor or its third party sub-contractor will extract only data identified by the Licensee in the Extract Management Services Statement of Work.
 - f. Data Retention and Validation. In all cases, the Licensee will retain the original files submitted by Licensee to Licensor as backup files. It is the sole responsibility of the Licensee to validate the accuracy and completeness of data extracted and loaded into the Licensed Software.
 - g. Custom Work. Additional customization work of the Licensed Software outside of the agreed upon project scope will be requested by Licensee, quoted by Licensor in the form of an additional License and/or Service Order, and approved in writing by Licensee before Licensor will commence development work on the customization request.
2. **Application Scope Matrix (“ASM”).** Licensor will provide the Licensed Software to Licensee for the sole purpose of archiving, managing and accessing data records. Licensor will archive the database(s) listed in the Application Scope Matrix (“ASM”) shown below. The ASM was determined based solely on information provided by Licensee at the time that the initial scope was performed. The fees are based on the initial scope. Following execution of this Order, Licensor will facilitate discovery sessions with Licensee to determine any required modifications to the ASM. Modifications to the scope of work identified as a result of discovery sessions will be documented and agreed to in a Final Scope Document, and may result in modifications to fees and/or project timeline. The parties acknowledge and agree that the Final Scope Document will replace the ASM and be governed by the terms of this License and/or Service Order and the Agreement.

Project ID #	Entity	Legacy Application	Legacy Application Data Set Scope	DataArk Module	Bed/Provider #	Extractor
9006	University Medical Center of Southern Nevada (UMCSN)	Cerner Millennium Pathnet v2015.15 DB Type: Oracle DB Size: 1,950 GBs	Includes: • Patient look-up data • Discrete data • General lab • Microbiology • Blood Bank • Pathology stored as text reports with associated metadata for indexing in DataArk • All document versions, preliminary and final results when available • Audit detail and modification history stored when available • Storage of legacy HIPAA audit data with end-user access to the Legacy HIPAA Audit Report in DataArk • This is a single instance	Lab Plus	500-Beds	Licensor accepting CPED; Licensor to provide drive to load CPED

Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table.

Custom libraries or custom fields may incur additional implementation fees depending on further discovery.

3. **Databases and Users.** The non-exclusive license for the Licensed Software granted in the Agreement includes use by Licensee for the specified data sets and modules for the specified facilities. Additional data sets or modules or facilities for which the Licensed Software is used will require additional licensing fees.

4. **The Service Level Agreement** is attached hereto as Exhibit E of the Agreement (the "SLA") and incorporated herein by reference.
5. **Compensation to Licensor.** As compensation for Licensor's services and the term license to access the Licensed Software, Licensee will remit to Licensor an Implementation Fee, Monthly License & Access Fee, and Extract Fee on a per project basis. The Total Fees, are set forth in the pricing grid below.

Fifty percent of the Total Implementation Fees and Extract Fees will be invoiced after execution of this Order. On a per project basis, twenty-five percent of the Implementation Fee and Extract Fee, will be invoiced after sample data load and the final twenty-five percent of Implementation Fees and Extract Fees will be invoiced after final data load

On a per project basis, the Monthly License & Access Fees will be invoiced after sample data load. License & Fees are paid in advance of monthly use.

Balance of unbilled Implementation and Extract Fees will be invoiced the sooner of twelve (12) months from project kick-off or fourteen (14) months from execution of this "Order" unless the milestones have not been achieved due to a delay caused by the Licensee, in which event this date shall be extended to the equivalent extent of any such Licensee caused delay.

SaaS Model							
Installed at MediQuant's Data Center							
Client provides workstations.							
MediQuant Project ID	Entity	Legacy Application	DataArk Module	Beds/ Providers	Implementation Fee	Monthly License and Access Fee	Extract Fee
9006	UMCSN	Cerner Millennium Pathnet	Lab Plus	500	\$41,800	\$3,192	\$9,375
Total SaaS					\$41,800	\$3,192	\$9,375

Total Not-to-Exceed Fees for LSO5 are \$121,399.00 including 22 months of Monthly License and Access Fees unless project scope changes. An Amendment to the Service Orders will be executed to accommodate for any additional costs.

The implementation and monthly fees above have a 5% discount applied to them.

SaaS Model – GB limit. Per application, a GB limit exists. To determine the GB limit, divide the monthly fees per application by 7. For example, Monthly License and Access fee is \$1,550. \$1,550 divided by 7 = 221.4. Therefore, the GB limit is 221 GBs. Amounts in excess of the GB limit are charged \$1.50/GB/Month. Actual storage amount will be calculated by the size of the database or document files as they reside in DataArk. There is no additional per GB charge applied to the storage for on-site back-up files or offsite disaster recovery files.

- a. **Software Access and Functionality.** If applicable, thirty-six (36) months after first productive use of the Licensed Software, and with sixty (60) days prior written notice, Licensee may opt for a reduction to Static access for any Active Hospital Patient Accounting applications, for which a Static monthly fee will apply that is 75% of the contracted Active fee. If applicable, sixty (60) months after first productive use of the Licensed Software, and with sixty (60) days prior written notice, Licensee may opt for Storage access for all Hospital and Ambulatory data sets for which a Storage monthly fee will apply that is 40% of the Static fees. Storage access

places data into a storage mode without immediate access to the data. Access at the Static level may be restored after a forty-eight (48) hour notice. After Static access has been re-stored, the Static monthly fee will apply for at least one month and continue on a month by month basis until Licensee requests a return to Storage access.

- b. **Data Movement.** Standard operating procedure for the movement of data is via secured SFTP. Licensee shall reimburse Licensor for expenses if for any reason another mutually agreed upon media is required.
- c. **Optional Interfaces.** Interfaces may be ordered by Licensee per Exhibit H – Optional Interface Price List and documented in a separate License and/or Service Order.
- d. **Per User License:** No individual user fees will be charged.
- e. **System Implementation and Training.** Training will include instruction on account look-up and all purchased modules and functions of the Licensed Software. No charge for first twelve (12) hours of web-based training per project; \$660 per half day or \$330 per two (2) hour block will be charged thereafter; on-site training will be charged at the flat rate of \$1,000 per day plus travel expenses, see Exhibit I of the Agreement.
- f. **Travel expenses.** Licensee shall reimburse Licensor for all reasonable travel, living and other out-of-pocket expenses incurred in connection with all services rendered by Licensor on site in accordance with Licensee's current travel reimbursement policy, see Exhibit I of the Agreement. Travel expenses will be charged to Licensee on a monthly basis and due and payable to Licensor within thirty (30) days of receipt of invoice.
- g. **Fees for Reloading Data.** Data that requires reloading due to errors in the files provided by Licensee will be charged at the rate of \$165 per hour, upon prior written mutual consent.
- h. **Data Cleansing Service.** Data will be loaded into the Licensed Software by Licensor as provided by Licensee from a legacy source system. If Licensee requires any further cleansing of the data (i.e., removing duplicate records, applying logic to modify the values of existing fields in the source data, etc.), Licensee will request these changes in writing to Licensor and Licensor will provide an hourly estimate to Licensee to provide requested data cleansing services at the rate of \$165/hour.
- i. **Custom Development.** Should custom development be required outside of the standard Licensed Software, Licensor will provide an hourly estimate to Licensee to provide requested customization services at the rate of \$165/hour. Licensee will provide a signed License and/or Service Order to request the work.
- j. **Disengagement Services.** Should disengagement services be required, Licensor will provide an hourly estimate to Licensee to provide the requested services at the rate of \$165 per hour. Licensee will provide a signed License and/or Service Order to request the work.
- k. **Payment Authorization**
 - i. All invoices shall be submitted by Licensor to Licensee and approved by the following Licensee representative:

Licensee: University Medical Center of Southern Nevada
Name: Maria Sexton
Title: Chief Information Officer
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89012
E-mail Address: Maria.Sexton@umcsn.com
 - ii. Purchase Order required. No Yes X Purchase Order # TBD. If purchase order(s) are required for payment of in-

voices, purchase order copies for all fees described in Section 5 above will be returned with this signed Order.

iii. Payment terms net 30 days.

- l. **Scope Change.** Scope change involving Licensed Software or Services in addition to that described in this License and/or Service Order, will be documented in an amendment to the Order. Additional fees may apply. Scope change that results in a reduction in scope of ordered Licensed Software or Services will be documented in an amendment to the Order. Licensee agrees that Licensors consumed resources must be compensated regardless of project status at any time.
- m. **Term.** The term of this Order will commence upon the execution of the Order by both parties and shall expire 08/30/2022.
- n. **Controlling Agreement.** If a conflict exists between the terms of this Order, or any exhibit attached hereto, and the Agreement, the terms of the Agreement will control.

“Licensor”
MediQuant, LLC

“Licensee”
University Medical Center of Southern Nevada

Signature

By: James W. Jacobs, Jr.

Title: CEO & President

Date: _____

Signature

By: Mason VanHouweling

Title: CEO

Date: _____

EXHIBIT A
LICENSE AND/OR SERVICE ORDERS
University Medical Center of Southern Nevada

As of March 3, 2020, the following Attachments to this Exhibit A are included within the Agreement:

Document Name	Contract Signature Date	Document Content
License and/or Service Order #1	8/31/2017	University Medical Center of Southern Nevada – MS4, Vitalworks
License and/or Service Order #2	8/14/2018	University Medical Center of Southern Nevada – VitalWorks Agency Interfaces
License and/or Service Order #3	10/10/2019	University Medical Center of Southern Nevada – McKesson Star
License and/or Service Order #4	10/10/2019	University Medical Center of Southern Nevada – McKesson Star • 835 Interface (1) • Agency Interface (1) • Patient Statement File Interface (1) • General Ledger Interface (1)
Amendment to License and/or Service Order 3/4	3/3/2020	LSO 3 and LSO4 - Total Funding documentation

EXHIBIT A

LICENSE AND/OR SERVICE ORDER #6 SaaS

- A. On or about August 31, 2017, MediQuant, Inc. ("Licensor") and University Medical Center of Southern Nevada ("Licensee") entered into a Master Agreement (the "Agreement") under the terms of which it was contemplated that the parties would enter into one or more future License and/or Service Order (each, a "LSO").
- B. On or about August 31, 2018, Licensor assigned its entire right, title and interest in the Agreement to MediQuant, LLC.
- C. MediQuant, LLC and Licensee now wish to enter into this License and/or Service Order #6 pursuant to the terms in the Agreement.

1. Services.

- A. Project Planning & Initiation
 - Conduct project kick-off meeting
 - Identify Licensee resources to participate in project
 - Review project plan
- B. Development
 - Data element assessment to identify fields for migration
 - Build and configure conversion data sets
 - Initial unit testing performed by Licensor
 - No logic needs to be written for merging of chart data per patient.
 - Any upgrades to source system will not have material impact to conversion project.
 - Licensee will perform clinical terminology mapping. Licensor will be providing clinical terminology mapping workbooks for HL7 exports.
- C. Validation & Testing
 - User acceptance testing performed by Licensee
 - Specific to the Epic conversion - assumes three rounds of testing for EPIC conversion
 - 1st round – 10 patient charts
 - 2nd round – 1,000 patient charts
 - 3rd round – 10,000 patient charts
 - Bug fixes performed by Licensor
 - Testing sign-off by Licensee prior to deployment
- D. Deployment & Post go-live
 - Licensor will prepare 3 sets of extracts
 - Test
 - Go-live
 - Post go-live
 - Gap pulls will include only new data for discrete data.
 - Error resolution threshold is 1%; meaning, 99% of data will be filed, the remaining 1% can be worked as a separate engagement and is not included in this Order.
 - Support end users, document issues and participate in issue resolution

2. General -

- Any costs associated with the project outside of the services listed are the responsibility of UMCSN (i.e. legacy vendor data dump, shipping of hard drives, etc.)
- Assumes a single database for each project
- Import files will be provided in a flat file format

- Import specifications will not have material changes for the duration of this project
- Only the data elements in the Application Scope Matrix are included within this proposal, any other data elements outside of this are considered out of scope
- Only the latest version of a record will be converted. This proposal does not include any audit history or older versions of records, i.e. only records viewable in the front-end application will be converted

3. Connectivity, Access & Environment

- Licensee will provide a development environment with a SQL Server database tools and instance, Mirth, Notepad++, Adobe Reader, FileZilla FTP Client
- All work will be performed remotely

4. Application Scope Matrix (“ASM”)

Project ID #	Entity	Legacy Application	Legacy Application Data Set Scope
9491	University Medical Center of Southern Nevada (UMCSN)	Cerner Millennium Pathnet v2015.15 DB Type: Oracle DB Size: 1,950 GBs	Includes: • Customer is responsible for obtaining Oracle database from Cerner (3 full backups) • Customer is responsible to restore CPED database back-up • MediQuant to extract/convert data for Oracle restore to MS SQL • MediQuant to perform conversion of data for load into Epic using vendor extraction specifications (2 Full, 1 Delta) • Modules to be included in extract/conversion: • Demographics (CSV) • General Laboratory (6 years of data) (HL7) • Microbiology (6 years of data) (HL7) • Anatomic Pathology (10 years of data) (HL7)
9548	University Medical Center of Southern Nevada (UMCSN)	Cerner Millennium Pathnet - Blood Bank v2018	Includes: • Customer is responsible for obtaining Oracle database from Cerner (3 Extracts) • Customer is responsible to restore CPED database back-up • MediQuant to extract/convert data for Oracle restore to MS SQL • MediQuant to perform conversion of data for load into Haemonics SafeTrace Ts (2 Full, 1 Delta) using vendor extraction specifications • Data is to be provided in flat file format • Data fields to be included: Patient Blood Types, Patient Antibodies, Patient Antigen Typing, Patient transfusion instructions, Patient's transfusion history, Last antibody screen - collection data and interpretation, Patient comments, Transfusion reaction information (date of reaction, product category, physician interpretation), Unit Antigen Types, Unit Blood Types, Product code

5. Compensation to Licensor.

- A. **Professional Services:** Fifty percent of the Total Conversion Services Fees will be invoiced after execution of this Order. On a per project basis, forty percent of the Conversion Services Fees will be invoiced after delivery of test data. On a per project basis, 10% of the Conversion Services Fees will be invoice after delivery of extracts.

Project ID #	Entity	Legacy Application	Conversion Services Fee
9491	UMCSN	Cerner Millennium Pathnet v2015.15	\$51,675
9548	UMCSN	Cerner Millennium Pathnet – Blood Bank v2018	\$23,925
Total Fees Not To Exceed for LSO6			\$75,600

Not to Exceed Fees valid for LSO6 unless project scope changes. An Amendment to the Service Orders will be executed to accommodate for any additional costs.

B. **Payment Authorization:**

- i. All invoices shall be submitted by Licensor to Licensee and approved by the following Licensee representative:

Licensee: University Medical Center of Southern Nevada
Name: Maria Sexton
Title: Chief Information Officer
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89012
E-mail Address: Maria.Sexton@umcsn.com

- ii. Purchase Order required. No ☐ Yes ☒ Purchase Order # _____. If purchase order(s) are required for payment of invoices, purchase order copies for all fees described in Section 5 above will be returned with this signed Order.
- iii. Payment terms net 30 days.

6. **Scope Change.** Scope change involving Licensed Software and/or Services in addition to that described in this License and/or Service Order, will be documented in an amendment to the Order. Additional fees may apply. Scope change that results in a reduction in scope of ordered Licensed Software or Services will be documented in an amendment to the Order. Licensee agrees that Licensor consumed resources must be compensated regardless of project status at any time.

7. **Term.** The term of this Order will commence upon the execution of the Order by both parties and will continue thereafter until completion of work.

8. **Controlling Agreement.** If a conflict exists between the terms of this Order, or any exhibit attached hereto, and the Agreement, the terms of the Agreement will control.

“Licensor”
MediQuant, LLC

“Licensee”
University Medical Center of Southern Nevada

Signature

By: James W. Jacobs, Jr.

Title: CEO & President

Date: _____

Signature

By: Mason VanHouweling

Title: CEO

Date: _____

**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: None						
Corporate/Business Entity Name:		MediQuant, LLC				
(Include d.b.a., if applicable)		MediQuant				
Street Address:		6900 S. Edgerton Road Suite 100			Website: mediquant.com	
City, State and Zip Code:		Brecksville, OH 44141			POC Name: Heather McGinn Email: hmcginn@mediquant.com	
Telephone No: 440/746-2300		Fax No:				
Nevada Local Street Address: (If different from above)		NA			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)
Silversmith Capital Partners	Investment Firm and Director	68.50%
Anthony J. Paparella	Director	21.52%
James Jacobs	President, CEO and Director	5.34%

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

☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature Lw Btlh
10/26/20

Print Name LEWIS R. BELOTE, III
CHIEF FINANCIAL OFFICER

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
NA			

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Award RFP No. 2020-16 Workers' Compensation Services to FIRM Revenue Cycle Management Services, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and approve for award RFP No. 2020-16 Workers' Compensation Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement and exercise any extension options; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000853000

Description: Workers' Compensation Services

Bid/RFP/CBE: RFP No. 2020-16

Term: Three (3) years from Effective Date, with two, 1-year options to extend

Amount: Contingency fee of 5% of all recoveries from assigned accounts for all age ranges and 13.5% of all recoveries from assigned accounts that require legal team intervention, state complaints, out of state jurisdictional negotiations, and secondary appeals; estimated yearly cost is NTE \$300,000.00; estimated total contract value is NTE \$1,500,000.00

Out Clause: 30 days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

RFP No. 2020-16 for Workers' Compensation Services was published in the Las Vegas Review Journal on September 13, 2020, and posted on the Clark County Website under Current Contracting Opportunities. Confirmation of Interest Forms were received from 9 entities. On October 1, 2020, responses were received from:

- Argos Health, Inc.
- EnableComp, LLC
- FIRM Revenue Cycle Management Services, Inc.
- MedData, Incorporated
- MedMetrix, LLC
- Resource Corporation of America (RCA)
- Revecore
- RSource
- United Health Services, LLC

Cleared for Agenda
November 18, 2020

Agenda Item #

7

An ad hoc committee reviewed all submitted proposals independently and anonymously, and recommends the selection of, and contract approval with FIRM Revenue Cycle Management Services, Inc. currently (“FIRM”).

FIRM will assist UMC with its Workers’ Compensation accounts through billing, follow-up and collection activities related to such accounts. FIRM will also: (1) staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management; and (2) utilize professionals versed in the various Workers’ Compensation plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

UMC agrees to compensate FIRM 5% of all recoveries from assigned accounts for all age ranges and 13.5% of all recoveries from assigned accounts that require legal team intervention, state complaints, out of state jurisdictional negotiations, and secondary appeals. The estimated annual cost is NTE \$300,000.00.

The term of this Agreement will commence from the date of last authorized signature (“Effective Date”) and will continue for a period of three (3) years unless terminated with a thirty (30) day written notice by either party. UMC may, at its option, extend this Agreement for two, 1-year terms.

Staff has negotiated the proposed Agreement and fees associated, and found them equitable for the work to be performed.

UMC’s Director of Patient Accounting has reviewed and recommends award to FIRM and approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

FIRM Revenue Cycle Management Services, Inc. currently holds an active Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its November 10, 2020 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

SERVICE AGREEMENT
FOR
WORKERS' COMPENSATION SERVICES

RFP NO. 2020-16

FIRM Revenue Cycle Management Services, Inc.
NAME OF COMPANY
Nancy Momcilovic, Esq., President/CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5590 S. Fort Apache Road, Las Vegas, NV 89148
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 473-8900, ext. 210
(AREA CODE) AND TELEPHONE NUMBER
(702) 666-0347
(AREA CODE) AND FAX NUMBER
nancy@firmrcm.com
EMAIL ADDRESS

SERVICE AGREEMENT FOR WORKERS' COMPENSATION SERVICES

This Service Agreement for WORKERS' Compensation Services (the "Agreement") is made and entered into as of the date of last authorized signature ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC., a Nevada S-Corporation (hereinafter referred to as "COMPANY"), for WORKERS' Compensation Services (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY may be referred to individually as a "PARTY" or collectively as the "PARTIES."

WITNESSETH:

WHEREAS, this Service Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the Exhibits and/or Statement of Work(s) requested by HOSPITAL and agreed to by COMPANY; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,500,000.00, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period of three (3) years from the date of last signature ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend this Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services as described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of \$1,500,000.00. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in **Exhibit A** of this Agreement must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

D. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after completion of PROJECT and receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount

which will be paid in accordance with paragraph D.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph D.2 above.

3. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within 90 calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
4. In the event that legal action is taken by HOSPITAL or COMPANY based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to HOSPITAL's available unencumbered budgeted appropriations for the PROJECT.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of COMPANY to assure that all products / services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services / work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- I. At HOSPITAL's request, COMPANY will provide within a reasonable timeframe all financial information related to its operations at HOSPITAL, including but not limited to financial reports and results.
- J. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart, Patient Accounting**, telephone number **(702) 383-3762** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than ten (10) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time

frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination, but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
 - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph H.
 - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
4. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit C** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: FIRM Revenue Cycle Management Services, Inc.
Attn: Nancy Momcilovic, Esq., President/CEO
5590 S. Fort Apache Road
Las Vegas, NV 89148

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

C. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

D. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

E. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

F. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Subcontractor Information

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

O. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

P. Public Records

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

Q. Publicity

Subject to the provisions of Section XII, paragraph P, neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Disclosure of Ownership Form

COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in **Exhibit E** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

S. Representations and Certifications Form

COMPANY certifies that the attached Representations and Certifications form (**Exhibit F**) is accurate and complete. Exhibit F is incorporated herein by reference.

T. Vendor/Supplier Self-Identification Form

COMPANY agrees to complete the attached Vendor/Supplier Self-Identification form (**Exhibit G**).

U. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit H**.

V. UMC Information Technology Requirements for Technology Implementations Form

COMPANY agrees to meet and follow the UMC Information Technology Requirements for Technology Implementations as provided in **Exhibit I**.

W. Ownership of Records

All computer programs and data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

X. Force Majeure

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations, with the exception of payment obligations, by reason of any fire, earthquake, flood, snowstorm, pandemic or epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or

judicial order or any failure, interruption or delay of any transportation, power or communications system or any other causes beyond that party's reasonable control

Y. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of their respective signature dates set forth below.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VANHOUEWELING DATE
Chief Executive Officer

COMPANY:

FIRM Revenue Cycle Management Services, Inc.

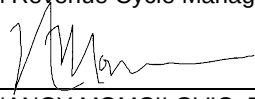
By:  _____
NANCY MOMCILOVIC, ESQ. 11/03/2020
President/CEO DATE

EXHIBIT A
WORKERS' COMPENSATION SERVICES
SCOPE OF WORK

COMPANY will seek to obtain reimbursement for all UMC's Workers' Comp Accounts through billing, follow-up and collection activities related to such accounts. COMPANY will also staff and manage a remote billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts. COMPANY will utilize professionals versed in various Workers' Compensation plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

1. Hospital Information:

A. **Facility Name:** University Medical Center of Southern Nevada (UMC)

B. **Location:** Las Vegas, NV
i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 497

C. **Gross Patient Revenue:**
i. UMC: \$ 3,214,598,473

D. **Net Patient Revenue:**
i. UMC: \$649,511,610

E. **Estimated Referral Volume:**
i. Payer Mix:
1. CCSMI: 11.5%
2. Sedgwick Claims Services: 10%
3. Associate Risk Management: 7%
4. Corvel Corporation: 7%
5. Gallagher Bassett Services: 6%
6. The Hartford: 5%
7. Constitution State Travelers: 5%
8. ESIS Inc: 3.5%
9. Liberty Mutual: 3.5%
10. AMTRUST: 3%
11. Advantage Work Comp: 2.5%
12. Sierra Nevada Administrators: 2%
13. Employers INS CO of Nevada: 2%
14. Other: 28%

2. UMC Vendor Requirements:

- A.
- i. COMPANY must be able to send and receive emails via Transport Layer Security (TLS) encryption to ensure strict adherence to patient privacy.
 - ii. COMPANY will work all accounts placed with COMPANY by HOSPITAL remotely.
 - 1. COMPANY's hours of operation at minimum is between 8:00 AM to 5:00 PM PST, Monday through Friday.
 - iii. COMPANY will follow protocol set forth by Workers' Compensation requirements when pursuing reimbursement within the timely filing limit.
 - iv. COMPANY will identify accounts that have been denied, underpaid or over-adjusted and are due additional reimbursement, based on Workers' Compensation rates.
 - v. COMPANY's process of working the accounts placed will include the following at minimum:
 - 1. COMPANY will appropriately bill all accounts placed with them as set forth by the respective fee schedule.
 - 2. COMPANY will follow-up on accounts until the claims have been paid or resolved.

3. COMPANY will be responsible for obtaining, submitting and validating the completeness of all required C4's.
 4. Once a claim has been paid, COMPANY will validate the accuracy of the payment received.
 5. If an underpayment is identified, COMPANY will rebill claim or appeal as necessary for additional reimbursement.
 6. If an account requires a correction on the claim, COMPANY will rebill the claim as a reconsideration or appeal as required by the payer.
 7. If an account requires an electronic rebill, COMPANY will submit a request to HOSPITAL to submit the rebill as required
 8. COMPANY will follow up and notate accounts submitted for reimbursement consistent with HOSPITAL's requirements
 9. A monthly report must be sent by COMPANY identifying trends, paid and not paid accounts, and overall recovery. The reports can be customized at no additional cost to the hospital.
- vi. COMPANY will comply with the HOSPITAL's Vendor Management Office (VMO) and provide any necessary documentation requested by the VMO including, but not limited to the following:
1. Monthly performance reports
 - a. Refer to **EXHIBIT J** for necessary invoice detail specifications
 - b. Refer to **EXHIBIT K** for necessary performance detail specifications
 2. Requested account detail and status
 3. Access to any necessary sites in order to fully audit accounts in COMPANY's inventory
- vii. HOSPITAL's Patient Accounting System is EPIC
1. Daily note files will be required from COMPANY.
 - a. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC. (See **Exhibit L** for Standard EPIC file specifications).
 2. COMPANY must be able to accept an average of 837 transaction files daily.
- viii. Placements to COMPANY will include all patient accounts in a Workers' Compensation Financial class.
- ix. COMPANY will be expected to work the accounts up to the timely filing limit per the fee schedule:
1. COMPANY will be provided access to, or copies of current payer contracts (if applicable), UB-04s, HCFAs, itemized statements, implant invoices, medical records, EOBs, and other pertinent information as deemed necessary by HOSPITAL in the performance of this Project for recovery of receivables
 2. As HOSPITAL deems necessary in the performance of this project, COMPANY will be provided access to HOSPITAL's patient accounting system to review and update account notes. COMPANY agrees to comply with HIPAA and HOSPITAL security policies for access to protected information.
 3. COMPANY will be responsible for obtaining, submitting and validating the completeness of all required C4's.
- x. COMPANY will be expected to provide their services in a manner consistent with HOSPITAL's mission, vision, and values.
1. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL patients and customers.
 2. Designated COMPANY representatives who shall perform the services in accordance with this Scope of Work must be assigned to HOSPITAL's accounts.
 3. HOSPITAL will represent, to the best of its knowledge, that all charges and coding data on the accounts reflect services that were rendered to the patient. If COMPANY identifies an account with

inaccurate information with regards to charges or coding, COMPANY will be expected to report this information back to the HOSPITAL.

4. COMPANY, and any of its agents, assignees or representatives, has full and complete authorization to represent HOSPITAL with regard to the subject matter of this Agreement only, and file and/or process insurance claims on behalf of HOSPITAL.
 5. COMPANY will not be responsible for any clinical coding of any of the services provided by HOSPITAL to its patients. HOSPITAL shall be solely responsible for coding services
 6. For each file placement, per month, COMPANY shall provide an acknowledgement report to HOSPITAL for reconciliation purposes.
3. **Other:** COMPANY will accept UMC's backlog as needed and determined by UMC.
4. For accounts requiring legal team intervention, state complaints, out of state jurisdictional negotiations, and secondary appeals, COMPANY agrees to be solely responsible for all attorney's fees and costs incurred and COMPANY agrees to indemnify, defend and hold harmless HOSPITAL, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, regarding such process.

EXHIBIT B
WORKERS' COMPENSATION SERVICES
FEE SCHEDULE

1. **Fee:** UMC shall pay COMPANY in accordance with the following Fee Schedule:
 - A. No additional charge for Implementation Fees
 - B. 5% of all recoveries from assigned accounts for all age ranges
 - C. 13.5% of all recoveries from assigned accounts that require legal team intervention, state complaints, out of state jurisdictional negotiations, and secondary appeals
 - D. Managed Care reviews/terms will be offered with no additional fee
2. **Price Adjustment Request:** Prices shall not be subject to change if the parties exercise a one-year renewal option.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Format/Time: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverages. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) COMPANY's name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) WORKERS' Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



FIRMREV-01

CLEJEUNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	CONTACT NAME: PHONE (A/C, No, Ext): (702) 304-7800 FAX (A/C, No): (702) 386-7970 E-MAIL: ADDRESS:
INSURED Firm Revenue Cycle Services 5590 S Fort Apache Road Las Vegas, NV 89148	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co. NAIC # 35378 INSURER B: AmTrust Insurance Co of Kansas 15954 INSURER C: Lloyd's Underwriters INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	2AA330912	6/19/2020	6/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		2AA330912	6/19/2020	6/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	KWC1200683	3/20/2020	3/20/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability		1119120	7/9/2019	7/9/2020	Each claim 1,000,000
C	Prof Liability		1119120	7/9/2019	7/9/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
University Medical Center of Southern Nevada, its officers, employees and volunteers are additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project. General liability is primary and non-contributory.

CERTIFICATE HOLDER

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DEFINITIONS

EXHIBIT E
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Firm Revunue Cycle Management Services, Inc						
(Include d.b.a., if applicable)						
Street Address: 5590 S. Fort Apache			Website: www.firmrcm.com			
City, State and Zip Code: Las Vegas, NV 89148			POC Name: Nancy Momcilovic, Esq. Email: Nancy@Firmrcm.com			
Telephone No: 702-473-8900 ext 210			Fax No: 702-666-0347			
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).

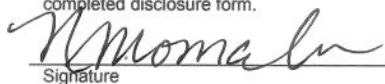
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nancy Momcilovic	President/CEO	50%
Joseph Cook	Principal	50%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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


 Signature
 President/CEO
 Title

Nancy Momcilovic, Esq.
 Print Name

09/28/2020
 Date

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

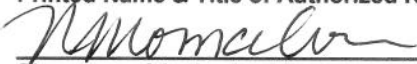
Print Name
Authorized Department Representative

**EXHIBIT F
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)**

The prospective proposer, Firm Revenue Cycle Management, Inc. certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

<u>Nancy Momcilovic, President</u>	<u>2020-16</u>
Printed Name & Title of Authorized Representative	Proposal Number
	<u>09/28/2020</u>
Signature of Authorized Representative	Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____ Proposal Number _____

EXHIBIT G
VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note:** If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

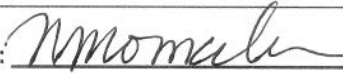
Description	Vendor/Supplier Information
Business Name:	FIRM Revenue Cycle Management Services, Inc.
PO Box/Street Address:	5590 S. Ft. Apache Rd.
City:	Las Vegas
State/Province:	Nevada
Zip/Postal Code:	89148
Country:	USA
Contact's Name & Title:	Nancy Momcilovic, President/CEO
Contact Phone Number:	702-473-8900, ext. 210
Contact's Email:	Nancy@firmrcm.com
Contact's Fax:	702-666-0347

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	Definition	☒
Minority Owned Business Enterprise (MBE)	An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	☐
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.	☐
	AX - Asian American: - Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. - Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. - Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). - Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia.	☐
	HA - Hispanic American (including Black individuals whose origins are Hispanic): - Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. - Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. - Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above.	☐
	NA - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	☐
	PI - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	☐
	Prefer not to answer	☐
BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		

Diversity/ Demographic Classification	Definition	√
Physically Challenged Business Enterprise (PBE)	An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.	☐
Small Business Enterprise (SBE)	An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.	☐
Emerging Small Business (ESB)	An independent and continuing business certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.	☐
Woman Owned Business (WBE)	An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.	☐
Veteran Business Enterprise (VET)	An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more U.S. Veteran(s).	☐
Disabled Veteran Enterprise (DVET)	An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled veteran.	☐
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	☒
Choose to Not Self-Identify	Business chooses not to self-identify.	☐

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	Definition	√
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	☐
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	☐
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	☒

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	√
Individual/Sole Proprietor	☐
Corporation	☒
Partnership	☐
Limited Liability Company	☐
Non-Profit/Government Entity	☐
Other (please identify):	☐

Signature: 

Name and Title (Printed): Nancy Momcilovic, President/CEO

Date: 09/28/2020

EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 2020, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **FIRM Revenue Cycle Management Services, Inc.**, with its principal place of business at 5590 S. Fort Apache Road, Las Vegas, Nevada, 89148, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific

circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

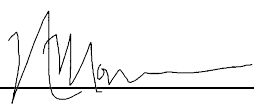
In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By:  _____

Mason VanHouweling

Nancy Momcilovic, Esq.

Printed Name

Printed Name

Chief Executive Officer

President/CEO

Title

Title

5590 S. Fort Apache Road

Address

Las Vegas, NV 89148

City/State/Zip

EXHIBIT I
UMC INFORMATION TECHNOLOGY REQUIREMENTS
FOR TECHNOLOGY IMPLEMENTATIONS

Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case- by-case basis.
 - o SQL Databases must be version 2012 or newer and be capable of running in a windows active/passive clustered environment. If not, you will be required to provide licensing for a locally hosted instance.
 - o SQL databases must be able to run within a Named Instance on UMC's current SQL cluster. Other setups may be reviewed and accepted on a case-by-case basis.
 - o If database is part of an application running under a virtual machine, the database must be stored and run in the UMC SQL failover cluster.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.
- The application, if using Oracle, must run on one or more versions currently supported by Oracle.

Development

- System must be able to use healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- For deployment of any application that's hosted on our web site (umcsn.com), it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. If the application is hosted in an external server, we can provide links to the Site.
- To deploy any solution/application in our Intranet, it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. We will also need the Source Code to provide ongoing support.
- Web applications are rendered with MS IE as a standard browser to view them. Adobe Flash is supported in IE environment. There is no support for HTML5 or JAVA at this time but may be supported in future.
- Crystal Reports is used as a standard reporting tool.
- Applications housing regulated data (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) must house test data for development and testing/training purposes. Production data is reserved for production only. Exceptions must be approved in writing by the Information Security Office (ISO) and data owner.

Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The COMPANY will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees, including travel and expenses, as applicable.
- The COMPANY will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the COMPANY's solution.
- For Windows and non-Windows OS, vendor must provide documentation for AD / LDAP integration for security and account management.
- Critical applications (as defined by UMC) must include adequate failover and redundancy to ensure 100% uptime.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) in all facets of design, delivery, execution and ongoing support.

Client

- Applications must be compatible with and conform to the below minimum client requirements:
 - o Desktops/Notebook
 - o Windows 7 or higher
 - o Chrome, IE9 or higher
- Client Virtualization
 - o Citrix XenApp
 - o Microsoft AppV
- Deployment packages must be deployable using SCCM including a silent installer, documentation, and a list of client dependencies.

Network/Infrastructure

- Products or devices being deployed must support a routed, segmented IP v4 network. IPv6 is not supported and should not be enabled.
- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.
- Vendor will certify UMC's WLAN prior to finalization of contract.
- WLAN Devices will meet the following requirements:
 - o WPA2 PSK AES encryption scheme with a minimum 128 bit passkey.
 - o All wireless devices must be able to function properly with a minimum - 70 db RSSI with a 0 to 25 db signal to noise level.
 - o Wireless devices must function properly on channels 802.11.G.N channels 1,6, or 11.
 - o Wireless devices must be able to function properly with a distributed access antenna (DAS) system.
- Wireless devices used as a critical life system (CLS) must be able to operate correctly on UMC's WLAN and CLS devices must be certified to operate on prior to finalization of contract.
- UMC utilizes SNMP for monitoring devices on the network. Systems must be compatible with SNMP version 2 or 3 for addition to the UMC monitoring solution.
- For Windows based OSs WMI must be installed and enabled.

Systems and Operations

- Server systems capable as running in virtual platforms are preferred. The guest operating system will run on a VMWare ESX 5.5 or Microsoft Server 2012 HyperV environment host utilizing either iSCSI or fiber attached SAN.
- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms. Microsoft Windows Datacenter 2012 or above is preferred. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC IT will manage all UMC computer hardware installed.
- UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices.
- Vendor software must not interfere or invalidate any operational function of UMC- managed software or agents. – Documented and approved exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans. - All proposed exceptions will be reviewed on a case-by-case basis.
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IT Department personnel.
- Proposed systems must be capable of being managed remotely and securely by the supporting vendor.
- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IT Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (for example HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card (DRAC) or IBM Remote Supervisor Adaptor (RSA).
- Hardware supplied by the vendor will be rack mountable, "server class" with redundant power supplies and storage.
- UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts. Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
 - o Preferred local storage configuration should be capable of RAID 5, other configurations will be considered on a case by case basis.
 - o OS partitions will be at least 50 GB.
 - o Virtual systems with supplied templates are acceptable.
 - o Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
- All rack mount servers shall have dual power supplies and run on 208V circuits. Other setups may be reviewed and accepted on a case-by-case basis.
- Applications must run on currently supported operating systems, database engine, hardware, interfaced systems, etc. No more than two versions behind.
- Application vendor is responsible for staying up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
 - o UNIX/Linux-based applications must run as a service account and not as 'root'.
 - o For UNIX/Linux-based applications, no use of SETUID or SETGID as 'root'.
 - o Application files or directories should not require root access.
- UNIX/Linux-based application will not be installed into the system volume group/root file system.
- Vendor must accommodate and support routine operating system patching at least quarterly.
- Vendor must accommodate and support emergency operating system patching within two weeks of the release of said patch.

- Access to the server/application and transferring of data will use secure protocols (SSH/SSL, SFTP, SCP, etc.) and will be in compliance with current HIPAA and other regulatory requirements at the time of installation and into the future.
- UNIX/Linux based systems will use SUDO or SU accounts and not using direct logins.

Project Management

- Vendor will use a project management tool to track and manage project status and tasks.
- Vendor will provide a weekly status updates, including training plan, to UMC PMO, once project is kicked off.
- Vendor must provide UMC with specific and detailed technical and security requirements for their product deployment, prior to contract signature.
- Vendor must provide a single point of contact for communication during the project duration.
- Vendor needs to provide a written scope of work to be reviewed by the UMC PMO, including each type of UMC resource required and estimated work effort, prior to project kick off.
 - o The vendor must work with the UMC PMO, upon Purchase Order being issued.
 - o The vendor must supply a task list with UMC IT responsibilities clearly listed prior to project kick off.
 - o The scope needs to include review, test, implementation, training, deployment, and maintenance.
- Vendor must get approval from PMO prior to scheduling a Go Live date.
- The vendor must provide an activation Plan which defines the vendors plan for roaming education prior to the day of Go Live.

Security

- The application must be compliant with UMC's password policy for all accounts (user, service account, schema owner, etc.) meeting the following requirements:
 - o UMC access for provisioning accounts is performed against MS Active Directory (AD) in support of single sign-on.
 - User Accounts (logged in by a user):
 - Passwords must be a minimum of 8 characters in length.
 - Passwords must consist of 3 of 4 categories of uppercase letters, lowercase letters, numbers and/or special characters.
 - Passwords of user accounts must be changed (expired) every ninety (90) days.
 - Applications that do not "sync" with LDAP/AD must have the ability for the user to change their password within the application.
 - Passwords cannot be reused for 8 password changes.
 - Passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application.
 - o Service Accounts (auto logged in or accounts run as an installed service):
 - Service accounts cannot be used by an individual to manually log in to a workstation or server.
 - Individual support accounts will be provided to allow vendor to provide support. The password will expire every 60 days.
 - Passwords must be a minimum of 14 (prefer 20) characters in length.
 - Passwords must consist of multi-case letters, numbers, and special characters, and may not contain dictionary words.
 - Passwords for service accounts may be set to never expire when approved by the ISO or their designee.
 - Service account passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application. *The only exception is a workstation KIOSK account and must be approved by the ISO or designee.
 - Service Accounts should be domain service accounts where possible.
 - Service Accounts and Administrator accounts must be recorded including password and not distributed to non-administrative or development users.
 - Users should utilize their assigned user accounts for user /desktop access with appropriate user or administrative permissions. Use of Administrator accounts is restricted to System Administrator level users for administrative purposes only.
 - Service Accounts should be blocked from signing into user desktops / or desktop access is limited to specified applicable server(s).
 - Vendors must not distribute Service Accounts to non-administrative or development users.
 - Vendors must utilize their individual / personal assigned user accounts for user access. Service Accounts must not be used to access user desktops.
 - Vendors will not share passwords or access to accounts, and will not create additional accounts without the permission of the UMC Information Security Office (ISO) and UMC application owner. Violation of this will result in reporting as an "incident" and escalating to appropriate levels.
 - o Vendor must accommodate closing of non-secure or unused services/ports (e.g. sendmail, portmap) or document why said services are needed.
 - o SMTP servers other than UMCSN SMTP servers are prohibited.
 - o Anonymous SMTP Relay is only permitted to internal UMC users; any outbound email must be authenticated through MS Active Directory.

- o Client applications will not require local administrator access on the workstation computer to process or work with the server application.
- o Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
- o Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.
- o Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- o Web-enabled applications must be Internet Explorer 9 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates necessary to provide secured processing.
- o Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates will be included in bid.
- o Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and attaching to UMC's domain.
- o Local administrator logons MAY NOT be used to install or run vendor software. All vendor accounts must conform to UMC logon policies and be issued through MS active directory including service, support, database SA and any other system access logon/password combination.
- o Vendor software must be MS Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- o All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration.
- o Vendor's system will need to be compatible with UMC's anti-malware product Sophos. Directory exceptions must be provided by vendor and documented.
- o Audit logs must be generated and imported into a standard SIEM.
- o Data transfers of any kind containing regulated information (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) from UMC to a non-UMC site must be approved by the Information Security Office (ISO) and UMC data owner – in writing. Transfers must be done over an approved secure channel.
- o User access logging must be provided to support user audit trail – for end user access as well as privileged administrative access.
- o Payment Card Information (PCI) is not allowed on the UMC network. PCI compliance is required for any exposure to Payment Card Data (PCD).
- o If a SaaS model is proposed, UMC reserves the right to periodically assess the security of vendor environment.
- o If vendor comes into contact with UMC sensitive, regulated or confidential information, additional security requirements may be imposed (e.g. BAA for exposure to Protected Health Information (PHI)).
- o UMC does not currently allow mobile devices to connect to the UMC network.

Training

- Vendor provides training plan (blueprint).
 - o Based upon the contract, training will be supplied by one of the following options:
 - On-site provided by Vendor for all users.
 - On-site provided by Vendor for train-the-trainers that will in turn train end users.
 - Off-site training by Vendor.
 - Web-based training provided by Vendor.
 - No training and UMC is responsible for building curriculum.
- Documentation – Requirement should be in Word format so that UMC can edit:
 - o Vendor delivers full set of curriculum (normally Users Guide and Quick Reference Guide).
 - o Vendor provides proficiency exams. (if necessary).
 - o Vendor gives option for UMC to build own curriculum.
- Data for classes – Vendor provides the scope for a training and testing environment with test data for classes with a script to refresh the data daily, or as applicable.
- User IDs for classes – Vendor provides training user IDs for classes, or will work with the UMC PMO to define requirements.
- Vendor provides a list of any hardware or software needed for the training facilities, at least two weeks in advance (coordinated through UMC PMO).
- The Vendor will supply detailed guides for installation and administration of both server and client software for the classroom environment.

Backups

- UMC utilizes CommVault Simpana as an enterprise backup solution. Any systems must support the install of a corresponding CommVault backup agent (iDataAgent) to allow UMC to pull backups of the machine.
- Systems must be compatible with CommVault Simpana version 11 or later.
- Any File, Directory, or Drive exclusions required by the vendor should be provided to UMC for configuration on the enterprise backup system and be approved by UMC Information Security.

EXHIBIT J
VENDOR FILE FORMAT SPECIFICATIONS

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in RED are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency (Format: mm/dd/yyyy)
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
16	Facility	Name of facility for main hospital

Data field notes:

- All column headers need to be included even if the columns do not contain data.

File naming convention:**mmddyy_hospital_Facility_vendor_Invoice**

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:

Attributes in RED are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. - Emergency Department (ED) - Outpatient (OP) - Inpatient (IP) - Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. - Medicare - Medicaid - Commercial - Managed Care - TPL - Auto
8	Placed Balance	Balance of account at date of placement

		(Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)
25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:

mmddyy_hospital_Facility_vendor_Inv

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.

EXHIBIT K
PERFORMANCE DETAIL FORMAT SPECIFICATIONS

Client Name	Location	Facility Name	Vendor Type	Vendor Name	Reporting Type	Report Date	Period	Project Month	Active, Inactive, or New	Payer Class	Included in Net Yield Calculation?	Work Comp Accounts Placed (#)	Other Accounts Placed (#)	Work Comp Gross Accounts Placed (\$)	Gross Accounts Placed (\$)	Other Gross Accounts Placed (\$)	Work Comp Collections (\$)	Other Collections (\$)	Returns/Recalls (#)	Returns/Recalls (\$)	Work Comp Payments (#)	Other Payments (#)	Work Comp Collection Fees (\$)
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	9/1/2020	Project Year 6	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	10/1/2020	Project Year 6	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	11/1/2020	Project Year 6	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	12/1/2020	Project Year 6	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	1/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	2/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	3/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	4/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	5/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	6/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	7/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	8/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	9/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	10/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	11/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	12/1/2021	Project Year 7	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	1/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	2/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	3/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	4/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	5/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	6/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	7/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	8/1/2022	Project Year 8	0	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	9/1/2022	Project Year 8	1	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	10/1/2022	Project Year 8	2	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	11/1/2022	Project Year 8	3	Active	Insurance	No												
UMCSN	Nevada	UMCSN	Worker's Compensation		Performance	12/1/2022	Project Year 8	4	Active	Insurance	No						\$56,688.85						\$4,970.51

EXHIBIT L
STANDARD EPIC FILE SPECIFICATIONS

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	

Emergency Contact 2 State	
Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	

Primary Coverage Subscriber Country	
Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	

Tertiary Coverage Subscriber SSN	
Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	

Quaternary Coverage Phone Number	
Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	

Value Code Amount	
Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	

Secondary Adjustments	
Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	

ADJUSTMENTS	
Column Name	Value
Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	

Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

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

Issue:	First Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve First Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz and University Medical Center of Southern Nevada; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Data Engineering Consulting
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3/30/2020 – 6/30/2021
Amount: NTE \$167,500
Out Clause: 30 days without cause

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

BACKGROUND:

Out Clause: 30 days without cause

BACKGROUND:

In March 2020, Shannon Kane-Saenz and UMC entered into an Agreement for Data Engineering Consulting (“Agreement”) under which Shannon Kane-Saenz provides UMC with critical specialized data engineering services to support the Kaufman Hall Axiom and Epic Clarity platforms, among other things.

This request for approval of Amendment One will increase the total funding of the Agreement by \$69,000.00 for a new not to exceed total of \$167,000.00. All other terms of the Agreement remain unchanged.

UMC’s Chief Financial Officer has reviewed and recommends approval of this Amendment. This Amendment 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 November 10, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
November 18, 2020

Agenda Item #

8

**FIRST AMENDMENT TO
AGREEMENT FOR DATA ENGINEERING CONSULTATION**

This First Amendment ("First Amendment") to the Agreement for Data Engineering Consultation between University Medical Center of Southern Nevada and Shannon Kane-Saenz, is effective as of November 18, 2020 ("First Amendment Effective Date"), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("**UMC**"), and **Shannon Kane-Saenz**, having its principal place of business at 52046 North Highway 245 Mira Monte, CA 93641, ("**Provider**").

WHEREAS, Provider and UMC have agreed to that certain Agreement for Data Engineering Consultation having an effective date of March 30, 2020, (the "Agreement"); and

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

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

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

WHEREAS, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$167,500, as further described herein; and

2. Section II, Part A (1) of the Agreement shall be deleted in its entirety and replaced with the following:

"Hospital agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed fee of \$167,500 for the Term. It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire Project is completed for the said fee."

3. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective on the date set forth below.

Shannon Kane-Saenz

Signature: _____

Printed Name: Shannon Kane-Saenz

Title: Database Engineer

Date: 10/19/2020

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Shannon Kane-Saenz				
(Include d.b.a., if applicable)						
Street Address:		52046 N. Highway 245		Website: http://kanesaenz.com/shannon		
City, State and Zip Code:		Miramonte, Ca. 93641		POC Name: Shannon Kane-Saenz Email: Shannon@Kanesaenz.com		
Telephone No:		559-336-2105		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

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

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Shannon Kane-Saenz	
Signature	Print Name
Database Engineer	10/29/2020
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Group Enrollment Agreement – Amendment No. 4 with Health Plan of Nevada, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada (“UMC”) Amendment No. 4 to the Group Enrollment Agreement with Health Plan of Nevada, Inc. to provide health care coverage to UMC employees, dependents, and retirees through a Health Maintenance Organization; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund #: 5420.000	Fund Name: Operating Fund
Fund Center: 3000865000	Funded Pgm/Grant: N/A
Description: UMC Group Health Insurance Enrollment – Amendment No. 4	
Bid/RFP/CBE: Clark County RFP 604028-16	
Term: 01/01/21 – 12/31/21 - Annual Agreement – Fourth of six (6) renewal terms	
Amount: Estimated annual cost for 2021 - \$15,800,000.00	
Out Clause: 180 days for cause and 30 days for non-payment	

BACKGROUND:

On July 5, 2016, the Board of County Commissioners selected Health Plan of Nevada, Inc. (“HPN”) as UMC’s Health Maintenance Organization (“HMO”) provider for the 2017 calendar year, after a public solicitation of vendors through Request for Proposal No. 604028-16 (“RFP”). UMC’s Preferred Provider Organization option in its group health plan serviced through HealthSCOPE was not then up for renewal and therefore, was unaffected by the RFP.

On May 24, 2017, the UMC Governing Board reviewed and recommended for approval by the Board of Hospital Trustees the Group Enrollment Agreement with HPN (“Agreement”), and it was approved by the Board of Hospital Trustees at their June 6, 2017 meeting. The Agreement offers members primary and specialty care services in a highly structured managed care setting. Services are provided to members with co-pay arrangements rather than a fee for service. Members have a reduced flexibility in selection of providers, but benefit from reduced out-of-pocket expenses and access to certain preventative health care services.

On November 21, 2017, the Board of Hospital Trustees reviewed and approved Amendment No. 1 to the Agreement, which revised rates and renewed the Agreement from January 1, 2018 through December 31, 2018.

Cleared for Agenda
November 18, 2020

Agenda Item #

On February 5, 2019, the Board of Hospital Trustees reviewed and approved Amendment No. 2 to the Agreement, which revised rates and renewed the Agreement from January 1, 2019 through December 31, 2019.

On December 17, 2019, the Board of Hospital Trustees reviewed and approved Amendment No. 3 to the Agreement, which revised rates and renewed the Agreement from January 1, 2020 through December 31, 2020.

This Amendment No. 4 will extend the term of the Agreement to December 31, 2021, and increase rates for medical/prescription, BHO +, dental, vision care services, and the domestic partner rider, by approximately 4.73%. The rates for Group Medicare Advantage Rates were reduced. While the annual award amount is subject to change depending on the number of employees, dependents and retirees enrolled in the health benefit plan, the estimated annual cost to UMC for Amendment No. 4 is \$15,800,000.00.

The Clark County Department of Business Licenses has determined that HPN is not required to obtain a Clark County business license nor a vendor registration.

The Director of Human Resources has reviewed Amendment No. 4 and determined that the plan is consistent with previous benefits and costs previously provided by UMC.

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

This Amendment No. 4 was reviewed by the Governing Board Audit and Finance Committee at their November 10, 2020 meeting and recommended for approval by the Governing Board.

RFP No. 604028-16
AMENDMENT NO. 4
GROUP ENROLLMENT AGREEMENT

THIS FOURTH AMENDMENT of the Group Enrollment Agreement is made and entered into as of October 6, 2020, by and between HEALTH PLAN OF NEVADA, INC. (hereinafter referred to as "Health Plan") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as "Group").

RECITALS

A. Pursuant to the Group Enrollment Agreement dated September 21, 2016, with an effective date of January 1, 2017 as amended, Health Plan agreed to provide and/or arrange for the provision of health care services in exchange for certain described payment from Group.

B. Health Plan and Group have agreed to renew the Group Enrollment Agreement for another year commencing January 1, 2021, and ending December 31, 2021, and have agreed to amend certain aspects of the Group Enrollment Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Health Plan and Group agree that the Group Enrollment Agreement is amended as follows:

1. Article I is amended to state a renewal of the Group Enrollment Agreement for another year commencing January 1, 2021, and ending December 31, 2021.
2. Article II, Section A, of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:

Old Language:

MEDICAL/PRESCRIPTION, BHO+, DENTAL & VISION HPN Solutions HMO 20 CC (Direct Access), \$20/\$40/\$70 2.5 x Rx, BHO +, Dental, Vision Care Services Domestic Partner Rider Rates Guaranteed for Period 1/1/2020 to 12/31/2020	
Individual Employee	\$589.05
Employee & Spouse	\$1,102.81
Employee & Child	\$1,078.59
Employee & Children	\$1,078.59
Employee & Family	\$1,551.72

Group Medicare Advantage Rates			
Guaranteed For Period of 1/1/2020 to 12/31/2020			
UnitedHealthcare Medicare Advantage Rates	2019 UHC Medicare Advantage	Dental UHC MA Dental / HPN Dental for non- Medicare eligible dependents	Total
Employee	\$281.31	\$29.03	\$310.34
Employee & Spouse (Two Medicare A&B)	\$562.62	\$58.06	\$620.68
Employee & Spouse (One Medicare A&B)	\$742.42	\$64.31	\$824.10
Employee & Child/Children (One Medicare A&B)	\$720.70	\$62.63	\$799.88
Employee & Spouse plus Child (Three Medicare A&B)	\$843.93	\$87.09	\$931.02
Employee & Family (Two Medicare A&B)	\$966.28	\$88.16	\$1,069.58
Employee & Family (One Medicare A&B)	\$1,146.08	\$94.41	\$1,273.01

New Language:

MEDICAL/PRESCRIPTION, BHO+, DENTAL & VISION HPN Solutions HMO 20 CC V1 (Direct Access), \$25/\$50/\$75 2.5 x Rx, BHO +, Dental, Vision Care Services Domestic Partner Rider Rates Guaranteed for Period 1/1/2021 to 12/31/2021	
Individual Employee	\$616.85
Employee & Spouse	\$1,154.86
Employee & Child	\$1,129.50
Employee & Children	\$1,129.50
Employee & Family	\$1,624.96

Group Medicare Advantage Rates			
Guaranteed For Period of 1/1/2021 to 12/31/2021			
UnitedHealthcare Medicare Advantage Rates	2021 UHC Medicare Advantage	Dental UHC MA Dental / HPN Dental for non- Medicare eligible dependents	Total
Employee	\$262.69	\$29.03	\$291.72
Employee & Spouse (Two Medicare A&B)	\$525.38	\$58.06	\$583.44
Employee & Spouse (One Medicare A&B)	\$772.47	\$57.26	\$829.73
Employee & Child/Children (One Medicare A&B)	\$748.46	\$55.91	\$804.37
Employee & Spouse plus Child (Three Medicare A&B)	\$788.07	\$87.09	\$875.16
Employee & Family (Two Medicare A&B)	\$971.40	\$82.14	\$1,053.54
Employee & Family (One Medicare A&B)	\$1,218.49	\$81.34	\$1,299.83

- 2021 Medicare Advantage Risk Rates have been finalized.
Rates assume participation of all eleven entities:
 - Clark County
 - UMC
 - LVCVA
 - LVVWD
 - CCWRD
 - RTCSNV
 - SNHD
 - Henderson Public Library
 - Mt. Charleston Fire Protection District
 - Las Vegas Metropolitan Police Department Appointed Employees
 - Chief of the Moapa Valley Fire Protection District

3. Article VII (Coverage) of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:

Old Language

Benefit Plan Code/Description

Optional Benefit Riders:

HPN Solutions HMO 20 CC (Direct Access) (ACA) Medical Plan

3-Tier Group Prescription Drug Benefit Rider -\$20/\$40/\$70 2.5x

Dental Care Plus Service Rider

Vision Care Services Rider

Prescription and Vision

New Language

Benefit Plan Code/Description

Optional Benefit Riders:

HPN Solutions HMO 20 CC V1 (Direct Access) (ACA) Medical Plan

3-Tier Group Prescription Drug Benefit Rider -\$25/\$50/\$75 2.5x

Dental Care Plus Service Rider

Vision Care Services Rider

Prescription and Vision

4. Article IX of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:

The Open Enrollment Period shall be for a designated 29-day period between October 1 and October 29, 2020.

5. Article XVI (Entire Agreement) of the Group Enrollment Agreement, delete the title only for Exhibit 7 and replace with the following:

Old Language

3-Tier Group Prescription Drug Benefit Rider - \$20/\$40/\$70/2.5x

New Language

3-Tier Group Prescription Drug Benefit Rider - \$25/\$50/\$75 2.5x

6. Clark County's acceptance of the 1/1/21 group enrollment agreement is contingent upon UMC Hospital and UMC Primary/Urgent Care facilities remaining as a contracted provider in the HPN network for the duration of this agreement.
7. All other terms and conditions set forth in the Evidence of Coverage and Group Enrollment Agreement shall remain in full force and effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intended to be legally bound thereby.

DATE:

HEALTH PLAN OF NEVADA, INC.

DocuSigned by:
BY: Susan E. Vogel
SUSAN E. VOGEL
Chief Financial Officer
Health Plan of Nevada

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHoweling, Chief Executive Officer



Disclosure of Ownership Forms January 22, 2019

- UnitedHealth Group Incorporated
- UnitedHealthcare, Inc.
- UnitedHealthcare Services, Inc.
- Sierra Health Services, Inc.
- Health Plan of Nevada, Inc.

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) N/A						
☐ 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: UnitedHealth Group Incorporated						
(Include d.b.a., if applicable)						
Street Address:		9900 Bren Road East		Website: www.unitedhealthgroup.com		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name: Dannette L. Smith		
				Email: dannette.smith@uhg.com		
Telephone No:		952-936-1316		Fax No: 952-936-1745		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealth Group Incorporated – see attached list of corporate officers and directors	A Delaware publicly-traded corporation	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 County 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.)

Page 140 of 199

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

Dannette L. Smith
Signature

Dannette L. Smith

Print Name

Secretary to the Board

January 22, 2019

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

Page 141 of 199

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

UnitedHealth Group Incorporated Board of Directors and Section 16 Officers As of January 1, 2019

Outside Board of Directors

William C. Ballard, Jr.
Richard T. Burke
Timothy P. Flynn
Stephen J. Hemsley
Michele J. Hooper
F. William McNabb III
Valerie C. Montgomery Rice, M.D.
Glenn M. Renwick
Gail R. Wilensky, Ph.D.

Section 16 Officers

Stephen J. Hemsley	Executive Chairman of the Board
David S. Wichmann	Chief Executive Officer
John F. Rex	Executive Vice President and Chief Financial Officer
Steven H. Nelson	Executive Vice President and Chief Executive Officer, UnitedHealthcare
Anthony P. Witty	Executive Vice President and Chief Executive Officer, Optum
Marianne D. Short	Executive Vice President and Chief Legal Officer
D. Ellen Wilson	Executive Vice President and Chief Human Resources Officer
Thomas E. Roos	Senior Vice President and Chief Accounting Officer

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: UnitedHealthcare, Inc.						
(Include d.b.a., if applicable)						
Street Address:		9800 Health Care Lane		Website:		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name:		
Telephone No:				Email:		
Nevada Local Street Address:				Website:		
(If different from above)				Local Fax No:		
City, State and Zip Code:				Local POC Name:		
Local Telephone No:				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.

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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)
United HealthCare Services, Inc.	Minnesota corporation	100%

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

☐ Yes ☒ No

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

☐ Yes ☒ No

(If yes, please note that County 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.)

Page 143 of 199

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


 Signature
 Assistant Secretary
 Title

Heather A. Lang
 Print Name

1/22/19
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		United HealthCare Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		9900 Bren Road East		Website:		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name:		
Telephone No:				Email:		
Nevada Local Street Address:				Fax No:		
(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)
UnitedHealth Group Incorporated	Delaware corporation (publicly traded as UHN)	100%

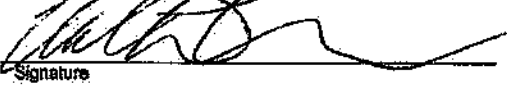
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County 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.)

Page 145 of 199

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

 Signature Assistant Secretary Title	Heather A. Lang Print Name 1/22/19 Date
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DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Page 146 of 199

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 2,000						
Corporate/Business Entity Name: Health Plan of Nevada, Inc.						
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way		Website:		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
				Email:		
Telephone No:		(702) 242-7351		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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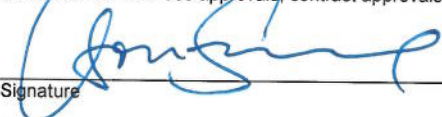
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sierra Health Services, Inc.	A Nevada corporation	100%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that County 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.)

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☐ 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 Board of Trustees will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature President	Don J. Giancursio Print Name Date
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DISCLOSURE OF RELATIONSHIP

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

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

Page 148 of 199

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Sierra Health Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way		Website:		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
				Email:		
Telephone No:		(702) 242-7351		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
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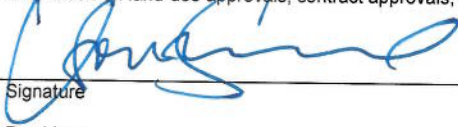
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealthcare, Inc.	A Delaware corporation	100%

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 Signature
 President

Don J. Giancursio
 Print Name

 Title

 Date

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Notes/Comments:

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Signature

Print Name
Authorized Department Representative

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

Issue: CEO performance review and compensation considerations	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: Approve the recommendation of the Human Resources and Executive Compensation Committee's review of CEO performance and recommend merit salary adjustment and incentive bonus for Fiscal Year 2020. <i>(For possible action)</i>	

FISCAL IMPACT:

Funds to cover the costs of wages and benefits and any increases are budgeted.

BACKGROUND:

In accordance with the UMC CEO's employment agreement, the Governing Board will review the CEO's performance on a fiscal year basis and provide an appropriate merit salary adjustment and incentive bonus in accordance with the parameters of the agreement. The Human Resources and Executive Compensation committee of the Governing Board has completed a review of the CEO's performance and provided a recommendation to the full Governing Board.

The recommendation based on the review of the CEO's performance is to award a 10% merit increase to the CEO's base salary. In evaluating the CEO performance, 95% of the CEO's objectives were met. Due to the current fiscal environment, the CEO is accepting a 5% merit increase (in alignment with all employees' merits being set at 50% of total merit) and has declined the incentive bonus that would be awarded for meeting 95% of the CEO's objectives. The recommended compensation is in accordance with the CEO employment agreement.

Cleared for Agenda
November 18, 2020

Agenda Item #

10

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

Issue: CEO Performance Objectives	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the final set of performance objectives for the CEO for Fiscal Year 2021 as recommended by the Human Resources and Executive Compensation Committee. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

In accordance with the UMC CEO's employment agreement, the Governing Board will establish the CEO's performance objectives on a fiscal year basis for the purpose of evaluating performance in relation to merit salary adjustment and incentive bonus in accordance with the parameters of the agreement.

Each subcommittee of the Governing Board has provided their recommended objectives to the Executive Compensation and Human Resources Committee and that committee has been asked to review the submissions and provide a recommendation to the full Governing Board. The recommended fiscal 2021 performance objectives are attached.

Cleared for Agenda
November 18, 2020

Agenda Item #

11

Fiscal 2021
UMC CEO Performance Objectives

Finance / Operations (25%)	Goal Met
Exceed fiscal year budgeted income from operations after depreciation and amortization.	
Actual SWB per Adjusted Patient Day is less than \$2,449 or Actual SWB as a percentage of net operating revenue is less than 66.17%.	
Section Total	
Clinical Quality (30%)	Goal Met
Improve or sustain improvement from prior calendar year (CY19 / CY20) in the following Inpatient measures: – CLABSI – SSI: COLON – CAUTI – PSI 90	
Improve or sustain improvement from prior calendar year (CY19 / CY20) in the following Outpatient measures: – Colorectal Screening (ACO #19 Measure OP) – Breast Cancer Screening (ACO #20 Measure OP)	
Develop a plan and demonstrate improvement from prior calendar year (CY19 / CY20) in the following HCAHPS composite measures: – Responsiveness of Staff – Cleanliness of Environment – Quietness of Hospital – Discharge Information	
Demonstrate improvement (utilizing the Star Ratings) from prior calendar year (CY19 / CY20) in the overall perception of care/service at UMC Quick Cares through the following online review sites: – Yelp – Google	
Successful TJC Survey	
Section Total	
Human Resources (20%)	Goal Met
Develop and implement the employee engagement survey with a >50% participation rate. Evaluate survey data to identify action items.	
Review and update the employee off-boarding program to include a revised Exit Survey.	
In support of UMC's mission to be fiscally responsible, execute established staffing standards prior to budget year beginning July 2021.	
Update Leadership Boot Camp material based on lessons learned, and new CBA with all managers attending by end FY21.	
Develop interdisciplinary participation in all major organizational training programs	
Review and update entry level job descriptions	
Further develop staff skills withing the Employee Development and Succession Planning Programs	
In collaboration with the Communicaiton and Diversity Committee, provide educational materials to all MPLAN staff via the online Harvard Implicit Association Tests, and attend Cultural Competency training to foster introspection in regards to implicit bias, cultural competency, and inclusive leadership	
Section Total	
Strategic Planning Committee (25%)	Goal Met
Continued Leadership in Las Vegas Medical District: Continue to play a leading role in the development of the Las Vegas Medical District.	
Improved Results in the Six Focus Areas: Deliver improved results (financial and clinical) in the six focus areas (Ambulatory, Cardiology, General Surgery, Oncology, Orthopedics and Pediatrics).	
Establish at least one new Ambulatory service for UMC to strategically respond to COVID-19 needs for the community in partnership with UNLV SoM.	
Develop new Annual Strategic Plan and a five-year financial plan (FY 21 – FY 25 inclusive) for UMC as a whole with a consolidated income statement and cash flow statement. The plan will be granular down to the service line level and, within service lines will forecast volumes, revenue and expenses by sub service line.	
Section Total	
Objective Total	

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

Issue: Receive Education on Legislative updates	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a presentation from Mr. Bill Welch and Mr. James L. Wadhams, Esq. of the Nevada Hospital Association; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Mr. Bill Welch and Mr. James L. Wadhams, Esq. of the Nevada Hospital Association will provide will provide NHA updates.

Cleared for Agenda
November 18, 2020

Agenda Item #

12



Nevada
Hospital
Association

2020 Legislative Update

Bill M. Welch, President/CEO, NHA
Jim Wadhams, Esq, Partner Black & Wadhams

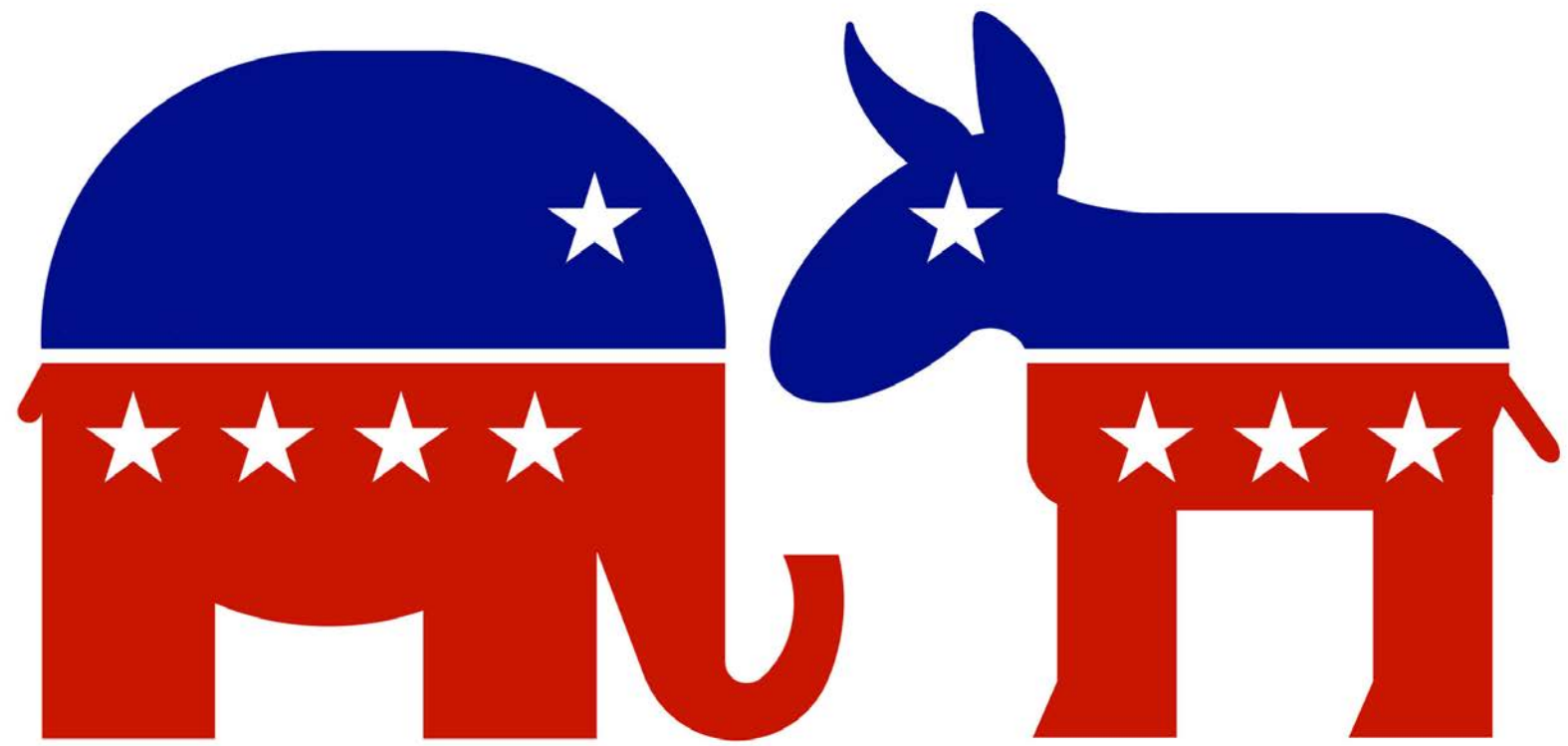
Agenda

- 2020 Election
- 2020 Special Session - Outcomes
- 2021 Legislative Session Prep



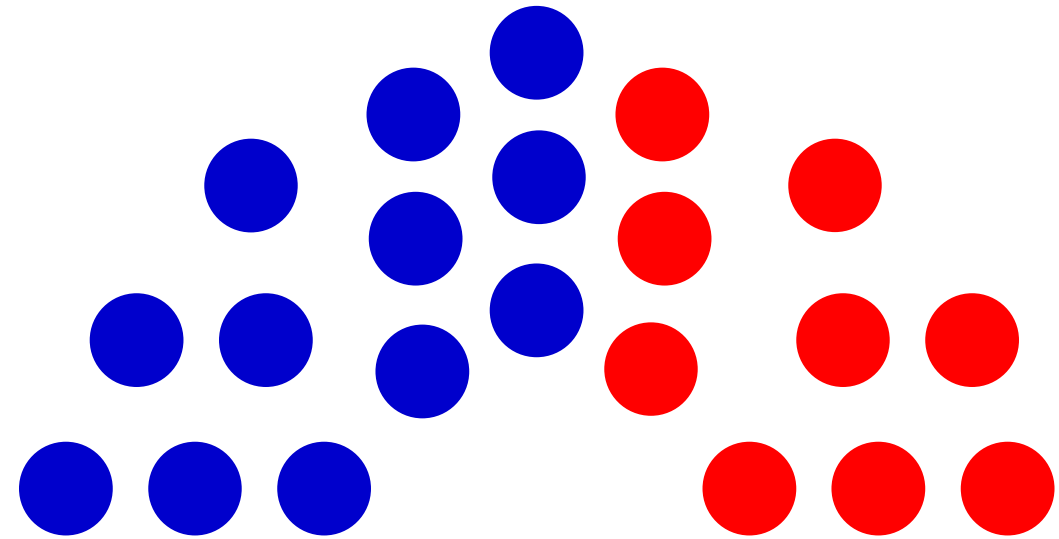


2020 Election



2020 Election - Senate

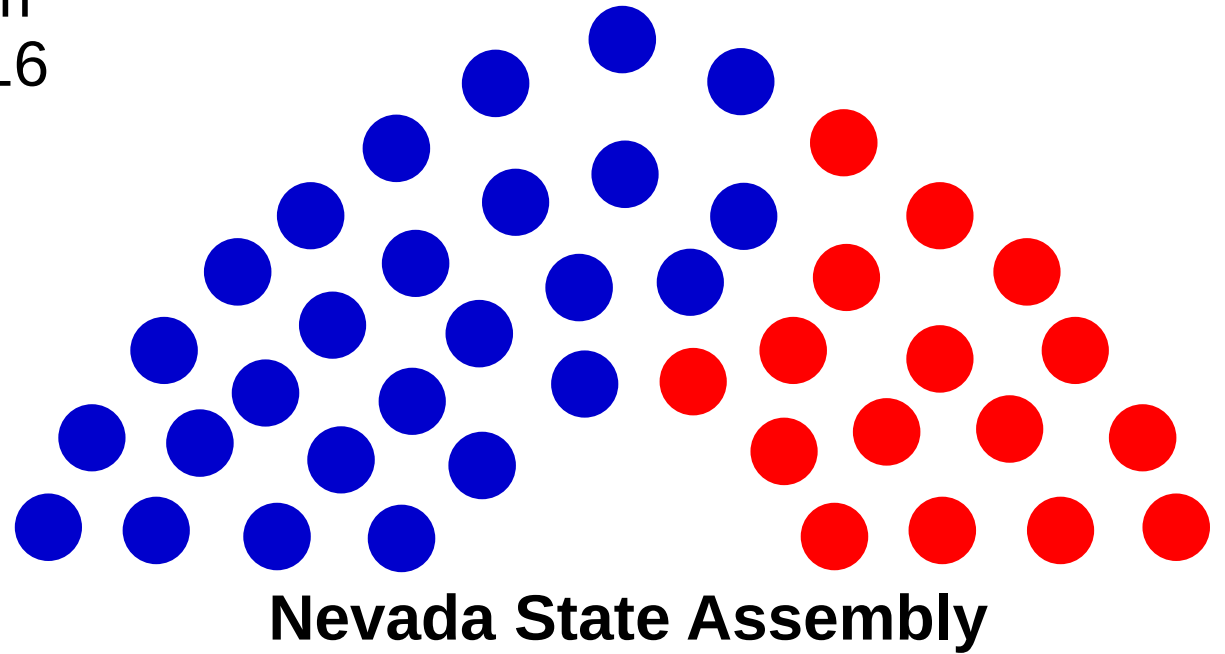
- Democrats continue to control the upper house of the legislature with a 12-9 majority. This allowed Democrats to pass most bills without Republican



Nevada State Senate

2020 Election - Assembly

Democrats continued to have a firm control of the Assembly with a 26-16 majority



80th Legislative Session (2019)

- AB232 – Shadow Micro Hospitals
- AB317 – Certificate of Need/Trauma Designation
- AB348 – Workplace Violence Prevention/Staffing Ratios
- AB469 – Out-of-Network Billing
- SB312 – Paid Leave
- SB364/470 – Cultural Sensitivity/Cultural Competency Training
- SB544 – Patient Protection Commission
- Medicaid Rates – 25% increase for NICU, 15% increase for PICU and an 11th hour 2.5% increase for acute per diem

31st Special Legislative Session

- Addressed the historic \$1.2 billion budget shortfall caused by the COVID-19 global pandemic
- Assembly Bill 3 - Medicaid Rate Reductions

32nd Special Legislative Session

- Senate Bill 4
 - Business liability premises protections for exposure to COVID-19 by third parties

2021 Legislative Session – NHA Priorities

- Medicaid Reimbursement
- Mental Health
- Nurse Staffing ratios
- Health Care Workforce
- Tort Reform
- Workplace Violence Safety
- Transparency
- Rate Regulation
- Telehealth

2021 Legislative Session – NHA Preparation

- Member Issues Survey
- Board Retreat
- Strategic plan
 - Campaigns
 - White papers
 - Public relations
 - Stakeholder involvement

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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the November 10, 2020 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
November 18, 2020

Agenda Item #

13

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

Issue: Monthly Financial Report for October FY21 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 October FY21; and take any action deemed appropriate	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on October FY 21 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
November 18, 2020

Agenda Item #

14



October 2020 Financials

KEY INDICATORS - OCT

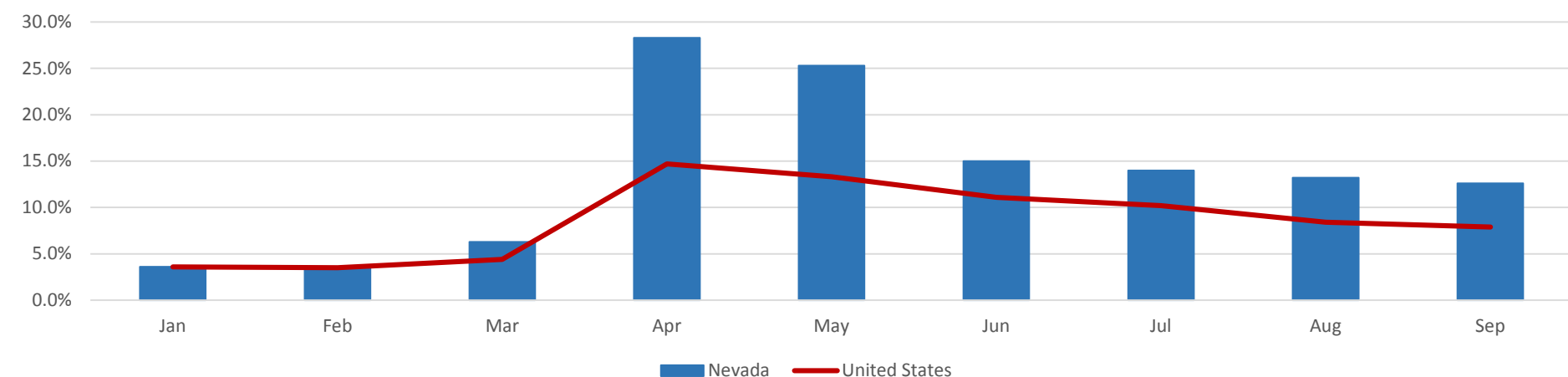
Current Month	Actual	Budget	% Variance	Prior Year	Variance	% Variance
APDs	15,791	10,896	44.92%	15,742	49	0.31%
Total Admissions	1,661	1,192	39.35%	1,796	(135)	(7.52%)
Observation Cases	1,083	1,438	(24.69%)	1,438	(355)	(24.69%)
AADC	509	351	45.01%	508	1	0.20%
ALOS (Admits)	6.04	6.00	0.67%	5.33	0.71	13.32%
ALOS (Obs)	1.46	1.41	3.01%	1.41	0.04	3.01%
Hospital CMI	2.04	1.72	18.60%	1.72	0.32	18.60%
Medicare CMI	2.23	1.67	33.53%	1.67	0.56	33.53%
IP Surgery Cases	706	421	67.70%	755	(49)	(6.49%)
OP Surgery Cases	517	140	269.29%	595	(78)	(13.11%)
Total ER Visits	7,952	5,259	51.21%	9,795	(1,843)	(18.82%)
ED to Admission	8.87%	-	-	5.94%	2.92%	-
ED to Observation	13.02%	-	-	14.24%	(1.23%)	-
ED to Adm/Obs	21.88%	-	-	20.18%	1.70%	-
Quick Cares	11,711	6,940	68.75%	15,792	(4,081)	(25.84%)
Primary Care	5,211	2,368	120.06%	5,979	(768)	(12.84%)
Deliveries	123	111	10.81%	146	(23)	(15.75%)

PAYOR MIX BY ADMITS - TREND

Fin Class	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Pre-COVID 12-Mo Avg	Oct to Avg Var
Commercial	18.68%	21.66%	19.44%	19.35%	18.87%	19.09%	18.81%	21.12%	17.96%	21.20%	19.26%	19.75%	20.37%	19.78%	0.59%
Government	5.28%	4.25%	4.19%	4.97%	5.24%	5.35%	4.34%	5.26%	4.92%	3.87%	5.13%	4.47%	4.46%	4.72%	(0.26%)
Medicaid	43.06%	42.31%	42.12%	43.93%	41.67%	41.44%	47.82%	44.34%	43.60%	39.29%	44.42%	43.96%	41.13%	43.38%	(2.25%)
Medicare	25.99%	25.38%	27.37%	26.68%	27.43%	28.00%	24.06%	24.22%	26.15%	29.32%	26.24%	27.11%	29.06%	25.58%	3.48%
Self Pay	6.99%	6.40%	6.88%	5.07%	6.79%	6.12%	4.97%	5.06%	7.37%	6.32%	4.95%	4.71%	4.98%	6.53%	(1.55%)

2020 UNEMPLOYMENT RATE TREND

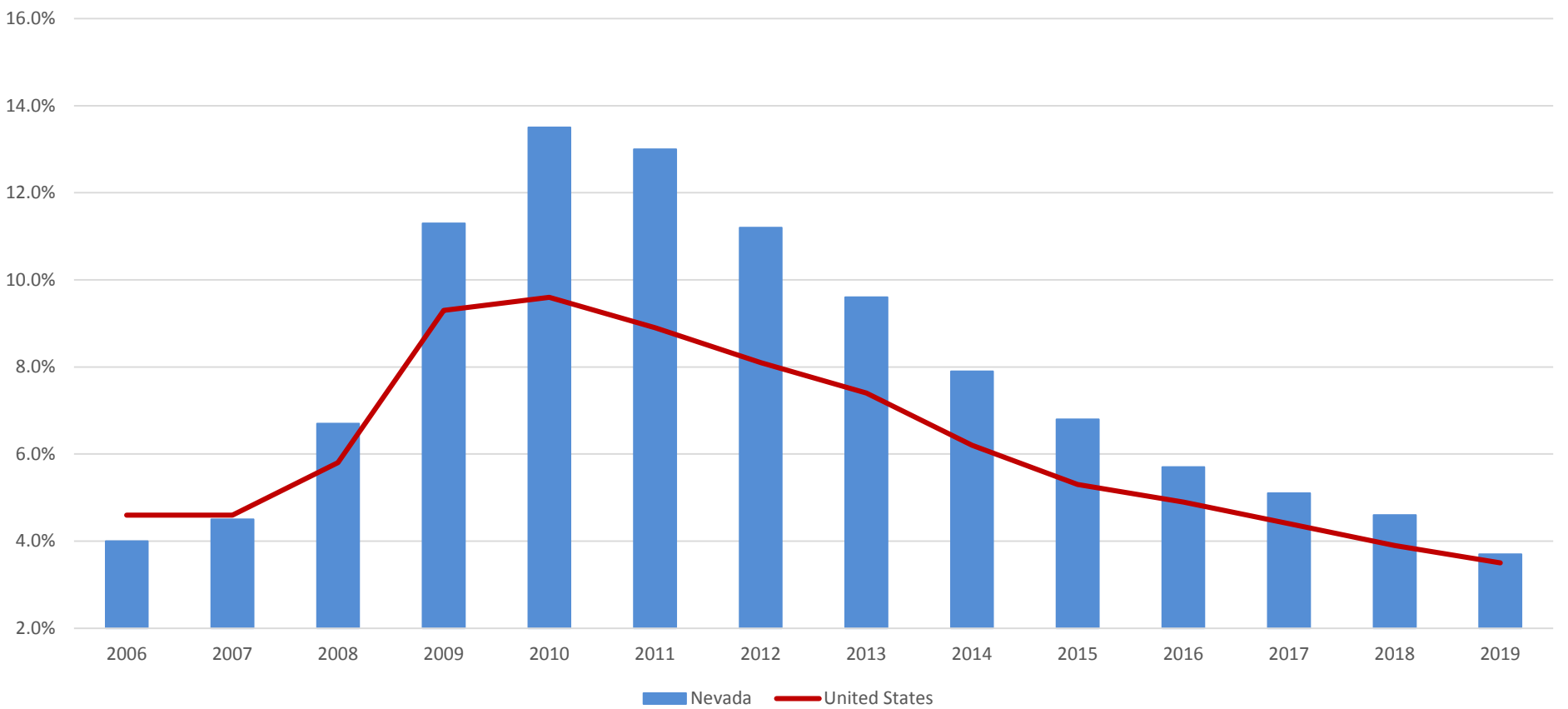
State	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
United States	3.6%	3.5%	4.4%	14.7%	13.3%	11.1%	10.2%	8.4%	7.9%
Nevada	3.6%	3.6%	6.3%	28.3%	25.3%	15.0%	14.0%	13.2%	12.6%
Michigan	3.8%	3.1%	4.1%	22.7%	21.3%	14.8%	8.7%	8.7%	8.5%
Hawaii	2.7%	2.7%	2.6%	22.3%	23.5%	13.9%	13.1%	12.5%	15.1%
Rhode Island	3.1%	2.5%	4.6%	17.0%	16.4%	12.4%	11.2%	12.8%	10.5%
Indiana	3.1%	2.8%	3.2%	16.9%	12.3%	11.2%	7.8%	6.4%	6.2%
Wyoming	3.7%	5.8%	3.7%	9.2%	8.8%	7.6%	7.1%	6.6%	6.1%
North Dakota	2.3%	4.2%	2.2%	8.5%	9.1%	6.1%	6.6%	5.0%	4.4%
Nebraska	3.9%	3.6%	4.2%	8.2%	5.3%	6.7%	4.8%	4.0%	3.5%
Minnesota	3.2%	5.4%	3.1%	8.1%	9.9%	8.6%	7.7%	7.4%	6.0%
Connecticut	3.7%	3.9%	3.7%	7.9%	9.6%	9.8%	10.2%	8.1%	7.8%



2006 - 2019 UNEMPLOYMENT RATE TREND



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
United States	4.6%	4.6%	5.8%	9.3%	9.6%	8.9%	8.1%	7.4%	6.2%	5.3%	4.9%	4.4%	3.9%	3.5%
Nevada	4.0%	4.5%	6.7%	11.3%	13.5%	13.0%	11.2%	9.6%	7.9%	6.8%	5.7%	5.1%	4.6%	3.7%



SUMMARY INCOME STATEMENT - OCT



REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	\$66,245,114	\$37,371,430	77.26%	\$57,582,697	\$8,662,417	15.04%
Net Patient Revenue as a % of Gross	19.05%	16.20%	-	17.75%	1.30%	-
EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	\$68,858,979	\$59,957,072	(14.85%)	\$56,951,387	(\$11,907,593)	(20.91%)
INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	(\$2,613,865)	(\$22,585,643)	88.43%	\$631,310	(\$3,245,175)	(514.04%)
Add back: Depr & Amort.	\$1,938,642	\$2,117,951	8.47%	\$1,830,757	(\$107,885)	(5.89%)
Tot Inc from Ops plus Depr & Amort.	(\$675,223)	(\$20,467,692)	96.70%	\$2,462,067	(\$3,137,291)	(127.43%)
CARES Act Funding	\$0	\$0	0.00%	\$0	\$0	0.00%
Tot Inc from Ops plus Depr & Amort. less CARES Act	(\$675,223)	(\$20,467,692)	96.70%	\$2,462,067	(\$3,137,291)	(127.43%)

SUMMARY INCOME STATEMENT - YTD OCT

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Net Revenue	\$254,678,745	\$157,552,214	61.65% 	\$229,693,028	\$24,985,717	10.88% 
Net Patient Revenue as a % of Gross	18.63%	15.77%	-	18.13%	0.50%	-
EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	\$283,804,996	\$238,159,625	(19.17%) 	\$232,349,047	(\$51,455,949)	(22.15%) 
INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	(\$29,126,251)	(\$80,607,412)	63.87% 	(\$2,656,019)	(\$26,470,232)	(996.61%) 
Add back: Depr & Amort.	\$7,629,929	\$8,179,580	6.72% 	\$7,469,959	(\$159,970)	(2.14%) 
Tot Inc from Ops plus Depr & Amort.	(\$21,496,322)	(\$72,427,831)	70.32% 	\$4,813,941	(\$26,310,262)	(546.54%) 
CARES Act Funding	\$3,920,810	\$0	100.00% 	\$0	\$3,920,810	100.00% 
Tot Inc from Ops plus Depr & Amort. less CARES Act	(\$25,417,132)	(\$72,427,831)	64.91% 	\$4,813,941	(\$30,231,072)	(627.99%) 

SALARY & BENEFIT EXPENSE - OCT

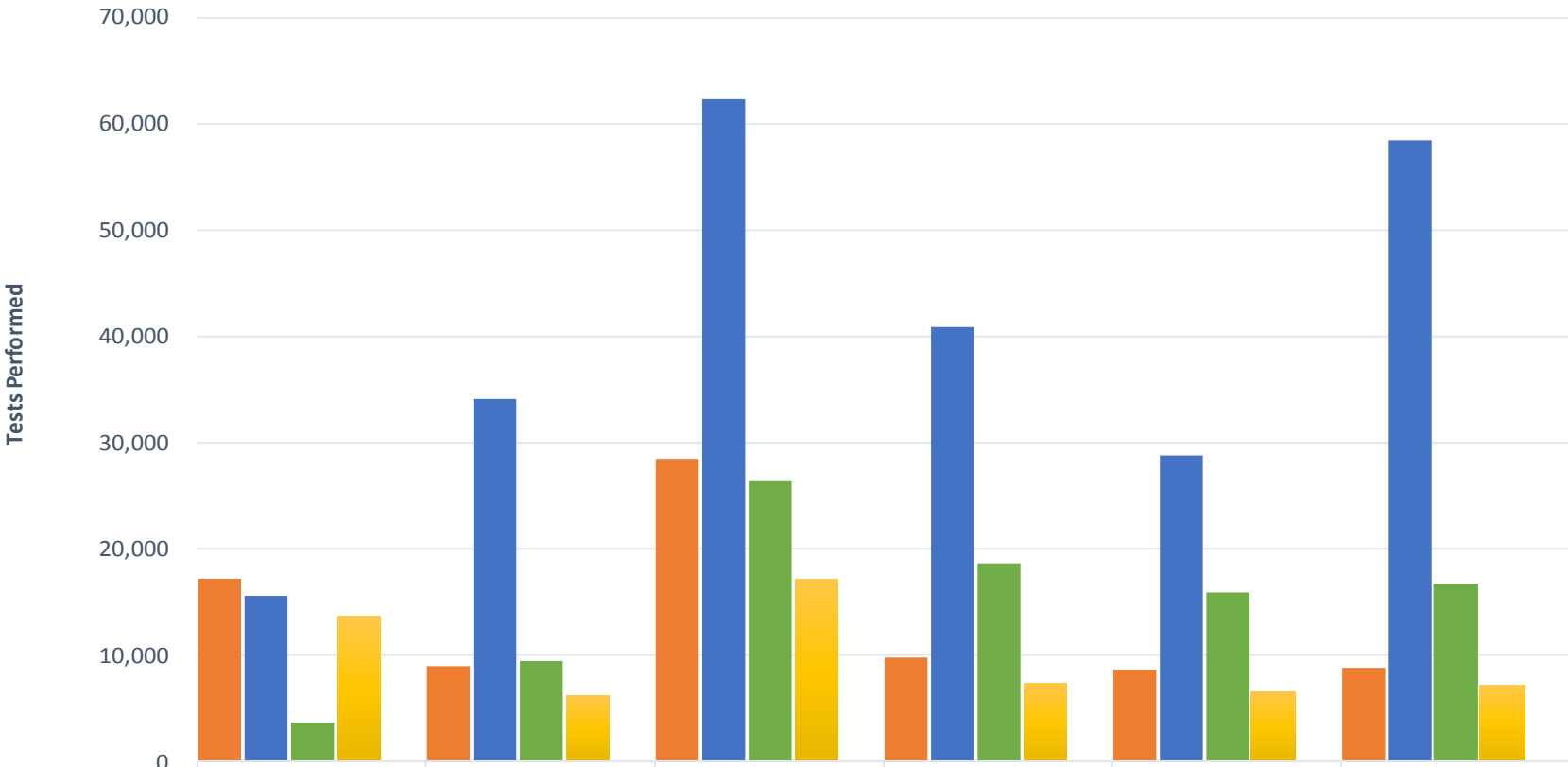
	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Salaries	\$22,386,334	\$23,761,685	5.79% 	\$22,757,480	\$371,147	1.63% 
Benefits	\$10,577,798	\$11,803,094	10.38% 	\$10,980,043	\$402,245	3.66% 
Overtime	\$732,691	\$836,763	12.44% 	\$729,676	(\$3,014)	(0.41%) 
Contract Labor	\$2,093,709	\$272,078	(669.53%) 	\$269,325	(\$1,824,384)	(677.39%) 
TOTAL	\$35,790,532	\$36,673,619	2.41% 	\$34,736,525	(\$1,054,007)	(3.03%) 

EXPENSES - OCT



	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Professional Fees	\$3,356,225	\$3,578,302	6.21%	\$3,539,564	\$183,339	5.18%
Supplies	\$19,463,660	\$8,901,575	(118.65%)	\$8,460,524	(\$11,003,136)	(130.05%)
Purchased Services	\$5,366,302	\$5,708,744	6.00%	\$5,636,462	\$270,159	4.79%
Depreciation & Amortization	\$1,938,642	\$2,117,951	8.47%	\$1,830,757	(\$107,885)	(5.89%)
Repairs & Maintenance	\$509,499	\$691,962	26.37%	\$518,840	\$9,341	1.80%
Utilities	\$329,958	\$392,697	15.98%	\$373,173	\$43,215	11.58%
Other Expenses	\$1,336,238	\$1,233,867	(8.30%)	\$1,133,006	(\$203,231)	(17.94%)
Rental/Leases	\$767,923	\$658,355	(16.64%)	\$722,536	(\$45,387)	(6.28%)
Total Other Expenses	\$33,068,447	\$23,283,453	(42.03%)	\$22,214,862	(\$10,853,585)	(48.86%)

COVID-19 Testing



Client Billing	17,157	9,053	28,532	9,773	8,738	8,765
Public Tests	15,583	34,106	62,310	40,866	28,808	58,401
Reference Lab	3,744	9,565	26,410	18,715	15,866	16,714
Other Tests	13,617	6,278	17,225	7,389	6,572	7,204
Total All Tests	50,101	59,002	134,477	76,743	59,984	91,084

**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
November 18, 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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
November 18, 2020

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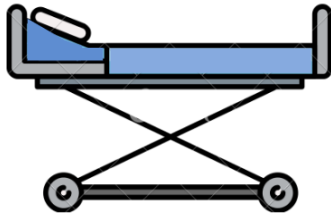


CEO Update

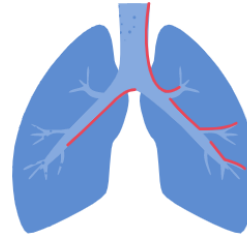
- We have had 121 COVID related admissions for November
- Community Testing Sites running at capacity
- 510,000 Covid Lab Tests Run
- Covid Response Task Force presentation
- Planning for distribution of vaccine for frontline staff
- Onboarding as a Trusted Testing Partner for State of Hawaii
- Research Empowerment Days this week
- On track for 75 transplants YTD
- Nuc Med Cameras operational on November 6
- TICU refresh is estimated to open December 20
- Ortho-Spine Joint Camp goes live January 2



Acute Care Beds
541



ICU Beds
134



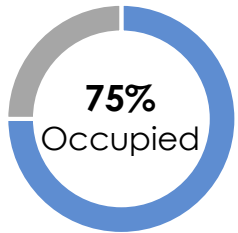
Ventilators
193



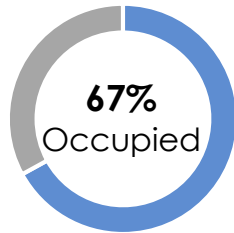
Staffing Levels
Stable



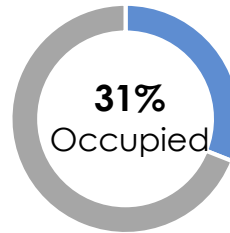
PPE
Moderate



COVID-19
18.7% Confirmed



COVID-19
31.1% Confirmed



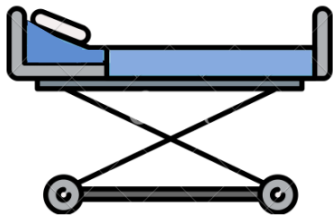
COVID-19
33.9% Confirmed





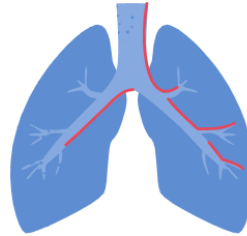
Acute Care Beds

4,686



ICU Beds

772



Ventilators

921



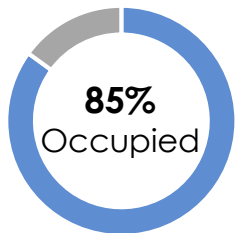
Staffing Levels

Stable



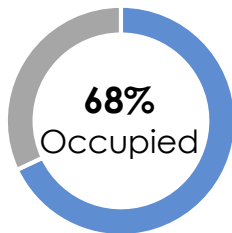
PPE

Moderate



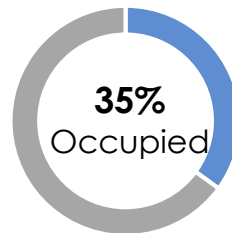
COVID-19

18.3% Confirmed



COVID-19

34.0% Confirmed



COVID-19

32.8% Confirmed



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

Issue:	Recommend Reappointment of Board Members for Expiring Terms	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board consider and forward for to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, three individuals for appointment to the UMC Governing Board for a three-year term commencing on January 1, 2021 and ending December 31, 2023 from the following list of interested individuals: MaryLynn Palenik (Current Member), Jeff Ellis (Current Member) and Dr. Donald Mackay (Current Member), whose terms expire on December 31, 2020; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Clark County Board of Commissioners, acting in its capacity as the UMC Board of Hospital Trustees enacted Clark County Ordinance No. 4145, establishing the UMC Governing Board. In accordance with the Ordinance, on December 7, 2013 the Board of Hospital Trustees approved and appointed a slate of nine members to the Governing Board. On July 21, 2020, the Clark County Ordinance was amended as Clark County Ordinance No. 4792.

As dictated by Ordinance and Governing Board Bylaws, “Members shall be selected by a majority vote of the Board of Hospital Trustees at a duly noticed public meeting, and shall serve terms of three years and may succeed themselves. The Governing Board shall, by a majority vote, submit recommendations for replacements to the Governing Board when a term has expired or a Board position has otherwise become vacant.”

The following three Governing Board members’ terms expire on December 31, 2020; MaryLynn Palenik, Jeff Ellis and Dr. Donald Mackay. All are eligible for reappointment and have confirmed their interest to continue serving.

Cleared for Agenda
November 18, 2020

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Contact

ml.palenik@yahoo.com

www.linkedin.com/in/mary-lynn-palenik-29ba558 (LinkedIn)

Top Skills

Project Management
Executive Management
Strategy

Certifications

Certified Internal Auditor (CIA)
Professional Educator License -
Secondary Education
Project Management Professional
(PMP)®
Portfolio Management Professional
(PfMP)®

Honors-Awards

Top Tech Exec Award 2016
Great Women of Gaming
Southern Nevada Women of
Distinction Finalist 2020

Publications

Publications catalog
Industry Insights
PwC Global Gaming Outlook to 2015
Speech catalog
Gaming Legend Profile: An Interview
with Sheldon Adelson

Mary Lynn Palenik

MAEd., BA, CIA, PfMP, PMP Global Gaming Executive
Las Vegas Metropolitan Area

Summary

Executive with proven success delivering year-over-year revenue growth, cost efficiencies and management effectiveness, customer service excellence and the achievement of business growth goals and objectives. Uniquely qualified to bring core research and analysis expertise to functions enabling strategic thinking and timely decision-making. Extensive experience in the ground-up development of functions, teams, strategic architectures, short-term plans, and long-range strategies. Performance driver of transformation, change, and project and portfolio management. Communications and marketing expert creating brand and product awareness. Author of product, company and board collateral, custom thought leadership, gaming industry research and white paper publications. Motivated and led large and global teams with P&L management in excess of \$350M.

Experience

Aristocrat

General Manager, Vice President Enterprise Project Management
Office and Operations

January 2017 - Present (3 years 11 months)

Las Vegas, Nevada, United States

Responsible for influencing the company's way-of-working and delivering execution excellence. Oversee strategic initiatives and complex projects across our business units domestically and globally in sales and marketing, supply chain and manufacturing, operations, and technology and leader over the company's real estate design and development projects.

University Medical Center of Southern Nevada (UMC)

Governing Board Member

May 2017 - Present (3 years 7 months)

Las Vegas, Nevada

Selected by the Clark County Commission to serve on UMC's Governing Board to provide oversight of the hospital, ensuring it remains a vital resource

in the Southern Nevada community. Member of the Audit and Finance Committee, Strategic Planning Committee, and Pediatric Sub-Committee.

University of Phoenix
Advisory Board Member
October 2020 - Present (2 months)
College of Doctoral Studies

Caesars Entertainment Corporation
Vice President
March 2015 - January 2017 (1 year 11 months)
Las Vegas, Nevada
Vice President, Office of Strategy and Planning

Led, designed, and developed the Office of Strategy and Planning to drive execution over the company's highest priority initiatives incorporating continuous process improvement discipline and change management rigor through communications plans, and the development of policies, procedures, and standards. Author of plans, strategies, and near-term playbooks.

Vice President, Project Management Office and Shared Services

Responsible for the ground-up development of the company's Project Management Office and Shared Services functions including financial planning and analysis, regulatory compliance, internal controls, audit, software licensing, and risk management. Led a 75+ member team to execute delivery of the enterprise's project portfolio over marketing, front-of-house, back-of-house, infrastructure and construction, with oversight of the department's P&L with combined value in excess of \$650M. Drove operational alignment with the business units and the company's strategic architecture resulting in operating efficiencies and effectiveness.

PwC
Director, Advisory Services
October 1997 - March 2015 (17 years 6 months)
Las Vegas, Nevada
Director, Advisory Services – Tech, Info-Comm, Entertainment (TICE) Sector

Led delivery of advisory services to the gaming, hospitality, entertainment, and tourism industries. Delivered client engagements focused on analytics

and business insights, mergers and acquisitions strategies and integrations, operational and financial effectiveness competencies, and marketing plans and strategies. Acquired and maintained large multi-site national and international accounts, and developed new products and services tailored to anticipate market trends and changing competitive needs of clients.

Director, Business Assurance Services - Development, Research and Analysis

Leader in the firm's Assurance and Business Advisory Services group, creating the development, research and analysis function, providing gaming and hospitality industry research and analysis consulting services to audit and advisory clients, while leading business development initiatives. Editor-in-Chief and author of the firm's annual Global Gaming Outlook, a sought-after research publication with industry forecasts relied upon by all major gaming industry executives.

Circus Circus Enterprises (Mandalay Resort Group)

Manager, Project Management Office; Corporate Development

1995 - 1997 (2 years)

Las Vegas, Nevada

Developed the company's first IT project management function, and led project planning, analysis and execution of the corporate-wide IT strategy. Led the project management function for the pre-opening phase of a \$630M Las Vegas casino resort.

Financial Analysis; Corporate Development

Responsible for supporting the CEO's strategic development initiatives in existing, new, and expanding jurisdictions through targeted research and analytic assessments.

Education

University of Phoenix

Master's Degree, Education, Curriculum and Instruction · (2004 - 2005)

St. Joseph's Calumet College

BA, Communications, Speech, and Secondary Education

Valparaiso University

Jeffrey R. Ellis
7379 Kayvani Ct.
Las Vegas, NV 89117
702-869-6107

PROFESSIONAL EXPERIENCE

MGM Resorts International
Vice President and CFO HRSS
Las Vegas, Nevada

2000 to Present

Position responsibilities include overall financial control and direction of employee benefits, self funded health plan and retirement programs for a 60,000 employee gaming corporation. Current responsibilities include financial oversight of the combined self funded health plan and fully insured HMO and all ancillary products. Annual spend in excess of \$150 million non-union.

- Developed new health plan option that delivers enhanced patient experience, improved physician reimbursement and required employee and dependent health status improvement.
- Implemented Hospitalist program to reduced LOS and improve quality
- Annual Health Insurance year over year increases under 5% past 5 years
- Board member for local Health Care Coalition lead negotiator for local hospital contracts covering 300, 000 members
- Board Member Health Insight a non for profit quality improvement organization
- Financial representative for all union contract negotiations
- Designed and implemented wellness and culture of health programs

PARTNERS National Health Plans of Indiana, Inc.
Chief Financial Officer
South Bend, Indiana

1999 to 2000

PARTNERS is a provider owned HMO with service areas in Northern Indiana, a member base of 100,000 in a variety of product lines with revenues in excess of \$100 million and 150 employees. Responsibilities include oversight of all financial operations, capital planning and long term strategic initiatives.

- Developed capital contribution plan to meet new risk based capital requirements
- Developed specialist capitation program for major IPAs

- Revised investment portfolio and increased annual yield by 20%
- Created utilization reports for PCPs and Specialists identifying high cost items
- Recommended changes in benefit structure and reduced overall per member cost

TOTAL PHYSICIAN SERVICES, Inc.
Chief Financial Officer
Boca Raton, Florida

1997 - 1998

TPS is a disease management company that specializes in the treatment of patients with HIV. TPS manages a network of 35 physicians, has extensive research programs and a specialty laboratory. Company closed by equity investors. Company had gross revenue of \$35 million and 110 employees. Responsibilities included financial oversight of all company divisions, future acquisition negotiation and analysis, investor relations and physician relations. Functioned as Regional Operations Officer for Florida division.

- Secured \$15 million of new venture capital equity financing
- Improved financial performance in Florida from \$2 million loss to break-even
- Negotiated a \$5 million accounts receivable line of credit
- Negotiated a \$7 million affiliation agreement with our largest division
- Reduced Accounts Receivable days outstanding by 15%
- Established MIS strategic initiative
- Established operating procedures for management of a new IPA
- Developed reporting package for managed physician groups

PRIME HOLDINGS, INC.
Chief Financial Officer
Las Vegas, Nevada

1995 - 1997

Prime Holdings Inc. a health care organization that offered a variety of managed care products. The company included an HMO, a self-funded PPO with claims processing, utilization review, an occupational health division and three urgent care centers. Company was acquired by Sierra Health Services. Company had a 200,000 member PPO; a 30,000 member HMO; gross revenues of \$40 million; total employee base of 250.

Responsibilities include accounting and financial functions, MIS, claims processing, member services, underwriting, regulatory compliance and clinic operations.

- Designed physician primary and specialist capitation contracts and risk pools.
- Developed all HMO systems including, capitation, provider payment and pricing model.

- Redesigned accounting closing procedures, reducing closing from 25 days to 10.
- Implemented capital and operating budgeting procedures and monitoring reports.
- Installed new clinic system to improve billing and reporting.
- Designed patient follow-up procedure to capture urgent care patients as repeat business.
- Negotiated physician and ancillary provider contracts.
- Installed new phone system and designed productivity and call monitoring reports.

CANCER TREATMENT CENTERS OF AMERICA, Inc
Chief Financial Officer
Arlington Heights, Illinois

1993 - 1995

Cancer Treatment Centers is a specialty provider of cancer care. Operations include four inpatient programs, three outpatient programs, professional corporations for physician activities and a home infusion company. Company had Gross Revenues of \$100 million and total employees of 600. Direct oversight responsibility for Accounting, Finance, Patient Accounting, MIS and Income Tax Departments.

- Involved in the development of a Managed Care Strategy and negotiations with third party payers.
- Designed outpatient clinic model for stand-alone treatment centers.
- Structured existing physician and clinic operations into an IPA.
- Restructured Accounting Department and improved monthly close by 5 working days.
- Recommended cost savings in employee benefits and staffing resulting in annual savings in excess of \$1.5 million.
- Member of re engineering team for patient care, patient charging and patient registration.
- Renegotiated a \$10 million line of credit with local bank.
- Established equipment leasing facility for new equipment purchases.
- Performed feasibility studies for implementation of bone marrow transplant program and radiation therapy program.

HEALTH CARE MANAGEMENT, INC.
Senior Vice President - Finance
Maywood, Illinois

1988 - 1993

Health Care Management, Inc., is a health care consulting firm that has a long-term contract with MEDCARE HMO, Inc., a mid-size HMO located in the Chicago area. Med Care HMO had Gross Revenues of \$60 million and 60,000 members in an HMO. Company had a total of 250 employees. Company sold to local competitor.

Responsible for the administration and control of Finance, MIS and Claims processing and underwriting rate setting, budgeting and customer service. Served as Chief Operating Officer for the HMO's subsidiary operations of outpatient clinics and IPA management; including physician recruitment, billing, medical records and utilization review. Participated in all contract

negotiations with hospitals, physicians and other medical vendors and established rate structures. Assisted in strategic planning and developed long-term financial and operational goals for the HMO and subsidiaries. Responsibilities included renegotiations of Public Aid contracts and State of Illinois filing requirements.

- Improved financial performance from \$2.1 million loss in 1988 to a \$1.8 million profit in 1990 through revenue enhancements and reductions in medical and administrative costs.
- Redesigned claims processing system and implemented auto pricing for 50% of claims volume, reducing claims processing time by two weeks.
- Established Claims Customer Service Department and enhanced response time to providers and members concerning unpaid claims.
- Developed a managed care proposal for the State of Illinois projecting an annual savings of \$300 million by increased use of an established managed care system for state employees and public aid recipients.
- Designed unique point-of-service product along with related Certificate of Insurance, which included a self insurance by-product.
- Achieved an average annual increase in Public Aid contract of 13% representing over \$3 million of additional annual revenue.
- Developed an MIS Steering Committee and determined short and long term goals and prioritized user request.
- Negotiated revolving line of credit with local banks for up to \$1 million.
- Designed outpatients billing system for fee-for-service Medicare and Medicaid patients.

MARY THOMPSON HOSPITAL
Chief Financial Officer
Chicago, Illinois

1986 - 1988

A 200 bed acute care hospital offering traditional community hospital services and an outpatient clinic network with two industrial medicine clinics. Company had Gross Revenues of \$45 million with 400 employees.

Responsibilities included administrative control of Finance, Patient Accounting, Materials Management, Outpatient Records Admitting and Data Processing including reimbursement, budgeting and cost accounting. I served as Chief Operating Officer for outpatient and industrial clinics including physician recruitment, marketing and construction programs. Directed physician relations and recruitment function and developed incentive programs for recruitment.
Hospital Sold.

- Expanded the OB Department and increased number of births by 100%.
- Negotiated a \$1 million line of credit with local bank.
- Reduced general and administrative expenses by \$1.2 million annually.
- Negotiated a new Public Aid contract for hospital services achieving an increase of 25%.
- Negotiated the sale of the hospital to a local hospital chain and implemented an orderly

closure of the facility.

ST. MARY MEDICAL CENTER
Controller
Gary, Indiana

1984 - 1986

A 500 bed multi-location, acute care facility located in Northwest Indiana. I was responsible for preparation of annual reports, operating and capital budgets. Performed internal control reviews for general accounting and patient accounting departments. I was responsible for selection and implementation of cost accounting system. I served as a member of corporate committee responsible for selection of new computer systems for all member hospitals. I had direct responsibility for evaluation of third party reimbursement policies and procedures and contracts.

ARTHUR ANDERSEN & COMPANY
Experienced Senior
Chicago, Illinois

1979 - 1984

Responsibilities included planning, administering and supervising audits of large, medium and small clients in the health care industry, including preparation and review of cost reports for hospitals and reports concerning evaluation of internal controls. Reviewed and evaluated Business Office controls, policies and procedures and prepared recommendations to management.

EDUCATION / PROFESSIONAL DEVELOPMENT

BS Accounting, Valparaiso University, Valparaiso, Indiana, 1979, with honors
CPA Certification, Indiana, November 1983

Attended numerous audit, SEC, tax, MIS and industry competence schools administered by Arthur Anderson & Company, HFMA, GHAA and other associations training seminars.

PROFESSIONAL ASSOCIATIONS

Healthcare Financial Management Association
American Institute of Certified Public Accountants
Indiana Society of Certified Public Accountants

CURRICULUM VITAE

DONALD R. MACKAY, M.D.

SPECIALTY:

ORTHOPAEDIC SURGERY

EDUCATION:

MARQUETTE UNIVERSITY

MILWAUKEE, WISCONSIN

BACHELOR OF SCIENCE, BIOLOGY

1962-1966

MEDICAL COLLEGE OF WISCONSIN

MILWAUKEE, WISCONSIN

DOCTOR OF MEDICINE

1966-1970

TRAINING:

ST. MARY'S MEDICAL CENTER

LONG BEACH, CALIFORNIA

ROTATING INTERNSHIP

7/01/70-6/30/71

KERN MEDICAL CENTER

BAKERSFIELD, CALIFORNIA

GENERAL SURGERY RESIDENCY

7/01/71-10/31/71

ST. MARY'S MEDICAL CENTER

LONG BEACH, CALIFORNIA

EMERGENCY ROOM STAFF PHYSICIAN

11/01/71-6/30/72

LONG BEACH MEMORIAL MEDICAL CENTER

LONG BEACH, CALIFORNIA

GENERAL SURGERY RESIDENCY

7/01/72-6/30/73

ORTHOPAEDIC HOSPITAL

LOS ANGELES, CALIFORNIA

ORTHOPAEDIC SURGERY RESIDENCY

7/01/73-11/03/73

EL MONTE MEDICAL CENTER

EL MONTE, CALIFORNIA

GENERAL PRACTICE AND EMERGENCY
ROOM STAFF PHYSICIAN

11/04/73-4/30/74

MARICOPA MEDICAL CENTER

PHOENIX, ARIZONA

ORTHOPAEDIC SURGERY RESIDENCY

7/01/74-6/30/77

PROFESSIONAL EXPERIENCE;

PRIVATE PRACTICE, LAKE HAVASU CITY, ARIZONA	7/01/77-12/31/78
PRIVATE PRACTICE, LAS VEGAS, NEVADA	4/01/79-12/21/06
CO-FOUNDER, ORTHOPAEDIC SPECIALISTS OF NEVADA	1987
RETIRED FROM ACTIVE ORTHOPAEDIC PRACTICE	12/21/06

FORMER HOSPITAL PRIVILEGES:

UNIVERSITY MEDICAL CENTER, VALLEY HOSPITAL, SUNRISE HOSPITAL,
SUMMERLIN HOSPITAL, MOUNTAINVIEW HOSPITAL, NORTH VISTA
HOSPITAL, DESERT SPRINGS HOSPITAL

LICENSURE:

STATE OF NEVADA	#3659 ACTIVE
STATE OF CALIFORNIA	#G21071 INACTIVE

PROFESSIONAL ORGANIZATIONS:

AMERICAN BOARD OF ORTHOPAEDIC SURGEONS, CERTIFIED, 1978
AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS, FELLOW SINCE 1978,
EMERITUS STATUS
BOARD OF COUNCILORS, AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS,
1991-1997 (ADVISORY BOARD)
NEVADA ORTHOPAEDIC SOCIETY, PRESIDENT, 1998-2000
NORTH AMERICAN SPINE SOCIETY, FORMER MEMBER
AO SPINE, FORMER MEMBER
NEVADA HOSPITAL ASSOCIATION TRUSTEE, 2020

GENERAL INFORMATION:

RESIDENT OF LAS VEGAS, NEVADA SINCE JANUARY 1979
NEVADA TRUST COMPANY, FORMER BOARD MEMBER
SOUTHWEST USA BANK, FORMER BOARD MEMBER
BOYS AND GIRLS CLUB OF SOUTHERN NEVADA, FORMER AFFILIATED PHYSICIAN

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CURRICULUM VITAE UPDATED NOVEMBER 15, 2020

DONALD R. MACKAY, M.D.

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

Issue: Determine future meeting dates and times through calendar year 2021	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board determine future meeting dates and times through calendar year 2021; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Determine future meeting dates and times of the UMCSN Governing Board and Committees through calendar year 2021 and direct staff accordingly. These dates are subject to change.

Cleared for Agenda
November 18, 2020

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*****DRAFT*** 2021 Governing Board - 2:00 PM WEDNESDAYS**

Wednesday, January 27
 Wednesday, February 24
 Wednesday, March 31
 Wednesday, April 28
 Wednesday, May 26
 Wednesday, June 30
 Wednesday, July 28
 Wednesday, August 25
 Wednesday, September 29
 Wednesday, October 27
 Wednesday, November 17
 Wednesday, December 15

1. John O'Reilly – Chair
2. Dr. Mackay – Vice Chair
3. Chris Haase
4. Robyn Caspersen
5. Jeff Ellis
6. Renee Franklin
7. Laura Lopez-Hobbs
8. Harry Hagerty
9. Mary Lynn Palenik
10. Non-Voting – Barbara

*****DRAFT*** 2021 Audit and Finance - 2:00 PM WEDNESDAYS**

Wednesday, January 20
 Wednesday, February 17
 Wednesday, March 24
 Wednesday, April 21
 Wednesday, May 19
 Wednesday, June 23
 Wednesday, July 21
 Wednesday, August 18
 Wednesday, September 22
 Wednesday, October 20
 Wednesday, November 10
 Wednesday, December 8

1. Robyn Caspersen – Chair
2. Harry Hagerty
3. Jeff Ellis
4. Dr. Mackay
5. Chris Haase
6. Mary Lynn Palenik

2021 STRATEGIC PLANNING

****DRAFT****

9:00 AM THURSDAYS

Thursday, February 4
 Thursday, April 1
 Thursday, June 3
 Wednesday, August 5
 Thursday, October 7
 Thursday, December 2

Harry Hagerty – Chair
 Robyn Caspersen
 Dr. Mackay
 Renee Franklin
 Chris Haase
 Mary Lynn Palenik

2021 CLINICAL QUALITY AND PROFESSIONAL AFFAIRS

****DRAFT****

3:00 PM MONDAYS

Monday, February 8
 Monday, April 5
 Monday, June 7
 Monday, August 9
 Monday, October 4
 Monday, December 6

Dr. Mackay – Chair
 Renee Franklin
 Laura Lopez-Hobbs
 Jeff Ellis
 Non-Voting – Barbara Fraser

2021 HUMAN RESOURCES AND EXECUTIVE COMPENSATION

****DRAFT****

2:00 PM Mondays

Monday, January 25
 Monday, March 15
 Monday, June 14
 Monday, September 20
 Monday, November 15

Jeff Ellis – Chair
 Renee Franklin
 Laura Lopez-Hobbs
 Non-Voting – Barbara Fraser

**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
November 18, 2020

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, 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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
November 18, 2020

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