



UMC Governing Board Meeting

August 26, 2020 2:00 pm

Trauma Building, ProVidence Room (5th Floor)

Conference Dial-in Number: (844) 740-1264 Participant Access Code: 1331436334

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
August 26, 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, August 26, 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 1331436334.

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 July 29, 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 August 2020 Physician Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) August 25, 2020. *(For possible action)*
5. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on May 27 and June 24, 2020. *(For possible action)*
6. Approve the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. *(For possible action)*
7. Ratify the Emergency Purchase Order with Fisher Scientific for COVID testing supplies; and take action as deemed appropriate. *(For possible action)*
8. Approve the Emergency Purchase Order with Health Research System for COVID-19 PPE Supplies; and take action as deemed appropriate. *(For possible action)*
9. Approve the Third Amendment to the Hospital Agreement with OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*
10. Approve for ratification the Agreement for Temporary Staffing with ACI Federal, Inc.; and take action as deemed appropriate. *(For possible action)*
11. Review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with HIP Valley View, LLC.; and take action as deemed appropriate. *(For possible action)*
12. Approve the Staffing Services Agreement with Merci, Inc. and MedicWest Ambulance, Inc.; and take action as deemed appropriate. *(For possible action)*
13. Award RFP No. 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services to Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine; and authorize the Chief Executive Officer to sign the Professional Services Agreement and exercise any extension options. *(For possible action)*
14. Approve the Provider Agreement between Kathleen Wairimu, MD and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
15. Approve the Professional Services Agreement with UNLV Medicine and UNLV School of Medicine for surgery services; and take action as deemed appropriate. *(For possible action)*
16. Approve the Supply Agreement between Vericel Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
17. Approve Amendment 1 to the Service Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc., and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

18. Receive a presentation from Jeremy Aguero of Applied Analysis on the current economic environment and forecast for Southern Nevada Post-COVID-19; and take any action deemed appropriate. *(For possible action)*
19. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*
20. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
21. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
22. Receive an update on the monthly financial reports for June FY20 and July FY21; and take any action deemed appropriate. *(For possible action)*
23. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*
24. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

26. Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

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
July 29, 2020**

UMC ProVidence Conference Room
UMC Trauma Building (5th Floor)
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, July 29, 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 2:00 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

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

Ex-Officio Members:

Present:

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

Others Present:

Mason VanHouweling, Chief Executive Officer (via phone)
Susan Pitz, General Counsel
Lonnie Richardson, Chief Information Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Anna Caputo, Manager of Equal Opportunity Program
Tonya Bryant, Clinical Director of Medical Surgical Services
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board on June 24, 2020. (Available at University Medical Center, Administrative Office) (For possible action)

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

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

Chair O'Reilly requested that Consent Items 4 and 7 be held for separate discussion.

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

SECTION 2. CONSENT ITEMS

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 February 26 and March 25, 2020. (For possible action)

DOCUMENT(S) SUBMITTED:

- Feb and March Policy Committee - Policy List
- Utility Mgmt and Life Safety Policy Listings

ITEM NO. 6 Ratify the Emergency Purchase Order with Florida Import Experts, Inc. for the purchase of COVID-19 Isolation Gowns; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Florida Imports – ISO Gowns PO
- Florida Imports – Sales Order

ITEM NO. 8 Ratify the Amendment No. 9 to Hospital Participation Agreement with Health Value Management, Inc. d/b/a ChoiceCare Network signed by the Chief Executive Officer. (For possible action)

DOCUMENT(S) SUBMITTED:

- ChoiceCare Network – Amendment 9

ITEM NO. 9 Ratify the Amendment Number Twelve to Hospital Services Agreement with Cigna Health and Life Insurance Company signed by the Chief Executive Officer. (For possible action)

DOCUMENT(S) SUBMITTED

- Cigna Health and Life Insurance Company – Amendment 12

ITEM NO. 10 Ratify the Amendment Number Four to Participating Provider Agreement with SilverSummit Healthplan, Inc. signed by the Chief Executive Officer. (For possible action)

DOCUMENT(S) SUBMITTED

- SilverSummit Healthplan, Inc. – Amendment 4

ITEM NO. 11 Ratify the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; signed by the Chief Executive Officer and authorize to exercise any extension options. (For possible action)

DOCUMENT(S) SUBMITTED

- Professional Services Agreement

ITEM NO. 12 Approve the Professional Services Agreement for Neurology and Stroke Neurology On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists; and authorize the Chief Executive Officer to sign the Agreement and exercise any extension options. (For possible action)

DOCUMENT(S) SUBMITTED

- Professional Services Agreement

ITEM NO. 13 Approve the Acknowledgment to Amended and Restated Professional Services Agreement with Robert B. McBeath, M.D., P.C., dba OptumCare Anesthesia; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED

- Acknowledgment

ITEM NO. 14 Approve the Amendment Three to Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions; authorize the Chief Executive Officer to exercise any extension options within his delegation of authority. (For possible action)

DOCUMENT(S) SUBMITTED

- Healthcare Consulting Solutions - Amendment 3
- Healthcare Consulting Solutions - Disclosure Of Ownership

- ITEM NO. 15 Approve Amendment Two and the Statement of Work between Press Ganey Strategic Workforce Solutions and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED

- Press Ganey - Amendment to Agreement
- Press Ganey - Exhibit 1 - Statement of Work

- ITEM NO. 16 Approve the Change Order to the Resuscitation Quality Improvement Program Master Agreement between RQI Partners LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options and approve future orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED

- RCI Partners – Change Order
- RCI Partners – Disclosure of Ownership

- ITEM NO. 17 Approve Amendment 1 between Terminix Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED

- Amendment 1 to Agreement
- Exhibit A – Scope of Work
- Disclosure of Ownership

FINAL ACTION: A motion was made by Member Haase to approve the item 5,6 and 8-17 on the Consent Agenda as recommended. Motion carried by unanimous vote.

At this time the Board considered the items that were held out for discussion.

- ITEM NO. 4 Approve the July 2020 Physician Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) July 28, 2020. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- July Credentialing

DISCUSSION:

Chair O'Reilly requested a review of the credentialing process and procedures, as this would be the first time the Governing Board would be considering the credentialing activities of the MEC since the Ordinance was passed.

Susan Pitz, UMC General Counsel provided a background of the Ordinance change that relates to the new credentialing process that is being followed by the Governing Board. The change to the Ordinance went into effect on June 22,

2020. The Board of Hospital Trustees has now delegated credentialing activities to the Hospital Governing Board. She explained that the applications are vetted through the Medical Staff Office and then at the Credentialing Committee and lastly reviewed by the Medical Executive Committee before being forwarded for final approval at the Governing Board.

Mr. VanHouweling added that this is reflective of the Joint Commission requirement of the triad of leadership. He explained that physician credentialing goes through a very extensive vetting process and it also includes oversight of the physician assistants and nurse practitioners that are on the medical staff.

Member Dr. Mackay inquired about the status of one of the physicians on the credentialing list. Mr. VanHouweling stated that it is a formality with the MEC due to the change in the emergency physician group. Ms. Pitz stated that it would be confirmed through the medical staff.

Chair O'Reilly suggested that administration clarify the physician status in the credentialing file.

FINAL ACTION: A motion was made by Member Dr. Mackay to approve Item 4 on the Consent Agenda as recommended. Motion carried by unanimous vote.

ITEM NO. 7 Ratify the Emergency Purchase Order with Indiana Safety Company, Inc. for the purchase of COVID-19 N95 Masks and other Personal Protective Equipment; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Indiana Safety – Purchase Order
- Indiana Safety – Quote 1

DISCUSSION:

Chair O'Reilly prefaced the discussion by stating that this item was discussed and approved through the Audit and Finance Committee, but there has since been an opportunity to further enhance the PPE supplies, and has requested an update be provided.

Member Hagerty stated that at the Audit and Finance meeting on July 22, 2020, the Committee ratified a purchase order for Indiana Safety Company, Inc. for \$1.25 million. Since that meeting, the purchase order was revised and there was an increase in the PPE supply order to a total amount of \$3.75 million, which is reflected in Agenda Item 7 today. Member Hagerty said the PO would have been ratified as amended and recommends for approval.

Mr. VanHouweling stated that the 3M-N95 version of the masks are out of stock but this is a supplier that has a comparable item and they have been used by UMC for other PPE supplies, including gowns and bouffants.

Dr. Mackay asked if there is a shelf life for this product. Mr. VanHouweling stated that there are expiration dates but the product has a long shelf life and we

are confident that we will utilize the product post-Covid. We have a six-month supply on hand.

Ms. Saïtes added that we do use first in/first out methodology and we are highly cognizant of the expiration dates.

FINAL ACTION: A motion was made by Member Hagerty to approve and ratify Item 7 on the Consent Agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 18 Receive an educational overview of UMC's Communication Diversity Committee plan from Anna Caputo, Equal Opportunity Program Manager, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Diversity Go-Live Plan

DISCUSSION:

Anna Caputo, Manager of Equal Opportunity Program and Tonya Bryant, Clinical Director of Medical Surgical Services gave a brief overview of the activities regarding Diversity in Cultural Sensitivity. They are heading the Diversity and Communication Committee.

Ms. Caputo provided a link to the Harvard Implicit Bias Project, whereby they are gathering information and speaking to individuals regarding the subject of implicit bias. She explained that implicit bias occurs subconsciously and the assessment will measure a person's preference on a variety of different categories such as race, religion, etc. The committee is geared toward working against implicit bias, getting individuals to recognize their own implicit bias and to work against it.

Next Ms. Bryant presented in detail the yearly plan developed by the Diversity Committee, which has been divided into four quarters. The overviews will be going out quarterly.

Everyone is invited to join in on the interactive discussions at the Diversity Committee meetings. Self-evaluation sessions are formed later in small groups. Education will be sent out to all staff.

The discussion continued with regarding terms that are considered social construct or non-biologic.

Chair O'Reilly asked if there is any discussion that centers around ethnic social humor. Ms. Caputo stated that though this type of humor is used in popular culture or in the media, many people will go along with it just to get along and try not to be confrontational, though offended. She explained the term "punching down", which means that you are making fun of a group that is already marginalized and is considered a minority.

FINAL ACTION: None

ITEM NO. 19 Receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION:

Member Hagerty provided a report of the meeting held on Wednesday, July 22, 2:00. There was a quorum in attendance with one excused absence. There was no public comment, and the agenda was approved.

Two purchase orders were ratified; one of those items was subsequently increased and approved separately during this meeting. The June financials contained operational metrics only, as June is the last month of the fiscal year and the period has been kept open. The June and July reports will be presented at the next committee meeting.

Next, a report was provided on the County, State and Federal Supplemental Funding Programs, including the status of emergency federal COVID programs. Next managed care contracts and physician contracts were reviewed.

Lastly, the CEO Performance Objectives were evaluated. A recommendation to the HR committee was deferred until the August committee meeting, as Chair Caspersen was not in attendance during this meeting. He noted that though the current financial condition of the hospital did not support payment of bonuses at present, it was suggested that, due to the good performance pre-COVID and the heroic performance during COVID, each committee make a recommendation of a bonus with the understanding that bonuses would be paid out at a time in the future when financial conditions would allow.

There were no emerging issues and no public comment. The meeting adjourned at 3:25 PM.

FINAL ACTION: None

ITEM NO. 20 Receive the monthly financial report for June FY20, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- FY20 June

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, provided a summary of the June 2020 financial report. She made the Board aware that period thirteen is still open to capture and record any expenses related to FY20.

Key indicators for the month were reviewed. Ms. Wakem noted that admissions were down about 22% against budget. Average length of stay was slightly over budget 6.0%. Hospital acuity was roughly 3% over budget. Inpatient surgeries were 10.5% below budget and out patient surgeries were down 8%. ER visits

were down 13%. Trauma was above budget for the month. The ER to admit conversion rate was at 22.6%. Quick cares were below budget 8% and primary cares were down 11% .

In statistics trended, she highlighted that there has been a steady increase in admissions with 1,511 admissions for the month, which is only 242 admissions below the 12-month average. There were 709 inpatient surgeries for the month and outpatient surgeries were above the 12-month average at 508 surgical cases. Quick cares and primary cares increased in volumes over prior month.

Payor mix by admits were down almost 1.6%. There has been an increase in self-pay which was expected.

Finally, she reviewed COVID testing, showing that there were was a significant increase in testing for the month of June.

Chair O'Reilly asked if we are prepared with staffing for a possible influx of uninsured individuals who have an opportunity to get federally provided health coverage. Ms. Wakem responded that yes, we are prepared and we have an eligibility team that assists self-pay patients with the documents to get qualified for Medicaid.

FINAL ACTION: None

ITEM NO. 21 Receive a report on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION:

Member Dean Kahn expressed the importance of the collaboration between University Medical Center an the School of Medicine and applauded the partnership that we share. They have recruited a new class and are anticipating the first graduation to occur in May of 2021. Everyone is invited to be a part of this celebratory occasion for the School of Medicine.

The school is preparing a visit for full accreditation is scheduled for October. This will be a virtual visit.

He concluded by stating that COVID has caused financial strains within the community and stated that we need to work together to get the federal financial assistance that we are entitled to. He advised that we need to be aware of how we will provide a high level of care to the vulnerable population in the community, in spite of significant cuts to Medicare.

FINAL ACTION: None

ITEM NO. 22 Receive an update from the Hospital CEO and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- CEO Update

DISCUSSION:

Mason Van Houweling, CEO, provided a brief update on the current COVID status at the hospital. He mentioned that we have approximately 96 COVID-positive patients that are currently being treated at UMC. About 40% of those patients are being admitted for other reasons and COVID is a secondary diagnosis. This number is down from our peak in April of 107. We are seeing a 10.1% positive rate at all of the testing areas. He reminded the Board that we are testing every patient that comes to the hospital.

Despite the influx of COVID patients, we remain busy due to other medically necessary matters. Doctors screen and schedule surgeries every day and we closely monitor our bed capacity to make sure that we are staying within our capacity guidelines that have been committed to the State.

By far the most lab tests are performed by UMC with 212 thousand performed. Total positives rates are at 10.3% positive rate and the community tests performed are at 174,992. The Governor is working to retain the support of the National Guard, who has been assisting with the testing processes. He also provided a brief update of the testing site location changes. We will be moving from the Texas Station location to an indoor process at Cashmen Center, which will increase efficiency.

At the convention site, COVID antibody testing is being done and results are provided through My Chart. PPE is in green status. He went on to state that though the 6% cut in Medicaid will affect the hospital, we will continue to advocate for safety net hospitals and search for federal funding program support.

Drs. Asad and Medina are being honored as Nevada Business Magazine's Healthcare Heros. Congratulations to those doctors!

The trend of COVID admission cases in July was reviewed. COVID admissions and death rate have slowed, despite increased cases.

Lastly, he mentioned that our response began before the crisis and we continue to be prepared in supplies and in capacity. He unveiled the "Even Before the Pandemic We Were Ready" UMC advertisements.

Dean Dr. Kahn mentioned that Drs. Fildes and Kuhls were also honored as Healthcare Heros.

Chair O'Reilly asked what would be considered as the cause of death if a patient were admitted for treatment and was then tested positive for COVID and is someone auditing the COVID related causes of death. Mr. Van Houweling responded that the primary diagnosis would be coded and the other issue would

be coded as secondary. He added that we are also keeping track of the numbers.

FINAL ACTION: None

SECTION 4: EMERGING ISSUES

ITEM NO. 23 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

Mr. Van Houweling concluded with a public thank you to Lonnie Richardson for his friendship and years of service and dedication working at UMC. Lonnie took advantage of the VSP program and will be retiring. It has been an honor working with you Lonnie. Congratulations!

Dr. Kahn asked if it would be possible to have a discussion regarding co-marketing for UMC and UNLV.

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 3:06 PM, Chair O'Reilly adjourned the meeting.

FINAL ACTION: No action was taken by the Board.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli

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

Petitioner: Mason VanHouweling

Recommendation:

Approve the August 2020 Physician Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) August 25, 2020. (For possible action)

FISCAL IMPACT:

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

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the August 25, 2020 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

- A.** Authorization to Release OPPE/FPPE – Military
- B.** OBGYN Delineation of Privileges (DOP) Specialty Board Certified Language Addition

The MEC reviewed and approved these credentialing activities at the July 28, 2020 meeting.

Cleared for Agenda
August 26, 2020

Agenda Item #

4

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

DATE: August 25, 2020

TO: Governing Board

FROM: Credentials Committee

SUBJECT: August 20, Credentialing Activities (August 26, 2020 Governing Board Meeting)

I. NEW BUSINESS

A. Authorization to Release OPPE/FPPE – Military

B. OBGYN Delineation of Privileges (DOP) Specialty Board Certified Language Addition

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Alali	Abdallah		MD	08/20/2020-09/30/2021	Medicine / Nephrology	NKDHC, PLLC	Category 1
2	Angotti	Lisa	M	MD	08/20/2020-06/30/2022	Surgery/General Surgery	UNLV Surgery	Category 1
3	Asusta	Heisy		MD	08/20/2020-09/30/2021	Obstetrics and Gynecology	UNLV Medicine	Category 1
4	Awad	Javaid		MD	08/20/2020-07/31/2022	Medicine / Internal Medicine	UNLV Medicine	Category 1
5	Caverly	Erin		DO	08/20/2020-02/28/2022	Surgery/General Surgery	UNLV Surgery	Category 1
6	Erickson	Davis		MD	08/20/2020-12/31/2021	Anesthesiology	US Air Force	Category 1
7	Hewan	Belete		MD	08/20/2020-11/30/2021	Anesthesiology	OptumCare Anesthesia	Category 1
8	Kashtan	Harris		MD	08/20/2020-10/31/2021	Surgery/General Surgery	USAF-UMC	Category 1
9	Kuruvilla	Kevin		MD	08/20/2020-05/31/2022	Surgery/General Surgery	UNLV Surgery	Category 1
10	Maughan	Eric		MD	08/20/2020-01/31/2022	Adult Emergency Medicine	Sound Physicians Emergency Medicine	Category 1
11	McCarthy	Shannon		DO	08/20/2020-05/31/2022	Medicine / Infectious Disease	Mike O'Callaghan Federal Hospital	Category 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

12	Moody	Michael		DMD	08/20/2020-02/28/2022	Surgery/Oral/Maxillofacial	Canyon Oral And Facial Surgery	Category 1
13	Noureddin	Nabil		MD	08/20/2020-03/31/2022	Medicine / Internal Medicine	UNLV Medicine	Category 1
14	Panwar	Sadik		MD	08/20/2020-05/31/2022	Medicine / Cardiology	UNLV Medicine	Category 1
15	Pape	Frank		DO	08/20/2020-04/30/2022	Adult Emergency Medicine	Envision Healthcare	Category 1
16	Pomeranz	Morgan		MD	08/20/2020-02/28/2022	Surgery/General Surgery	Las Vegas Bariatrics	Category 1
17	Prasad	Amish		DO	08/20/2020-08/30/2021	Medicine / Cardiology	UNLV Medicine	Category 1
18	Saghir	Syed		MD	08/20/2020-05/31/2022	Medicine / Internal Medicine	UNLV Medicine	Category 1
19	Schlafer	Kirk		MD	08/20/2020-06/30/2022	Surgery/General Surgery	Malcolm Grow Medical Center	Category 1
20	Shafi	Amaan		MD	08/20/2020-07/31/2022	Medicine / Internal Medicine	UNLV Medicine	Category 1
21	Snow	Lindsay		MD	08/20/2020-02/28/2022	Family Medicine	Mike O'Callaghan Military Medical Center	Category 1
22	Thomatis	Sara		DO	08/20/2020-06/30/2022	Obstetrics and Gynecology	Women's Health Associates of Southern Nevada (WHASN)	Category 1
23	Wang	Fu		MD	08/20/2020-08/30/2021	Anesthesiology	OptumCare Anesthesia	Category 1
24	Whitney	Ryan		MD	08/20/2020-11/30/2021	Anesthesiology	OptumCare Anesthesia	Category 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

B. REAPPOINTMENTS TO STAFF

1	Ahmed	Shamoona	A	MD	10/01/2020-09/30/2022	Medicine/Internal Medicine	Affiliate Membership and Privileges	Sound Physicians
2	Ali	Syed		MD	10/01/2020-09/30/2022	Medicine/Neurology	Affiliate Membership and Privileges	
3	Anter	John	P	MD	10/01/2020-09/30/2022	Anesthesiology	Affiliate Membership and Privileges	Anesthesiology Consultants, Inc.
4	Ayat	Joseph	H	MD	10/01/2020-09/30/2022	Medicine/Internal Medicine	Affiliate Membership and Privileges	Sound Physicians
5	Azim	Ahsan		MD	10/01/2020-09/30/2022	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
6	Barbier	Heather		MD	10/01/2020-09/30/2022	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Obstetrics and Gynecology
7	Brescan	Ovidiu		MD	10/01/2020-09/30/2022	Anesthesiology	Affiliate Membership and Privileges	Professional Anesthesia Consultants
8	Chestovich	Paul	J	MD	10/01/2020-09/30/2022	Surgery/General Surgery & Trauma Burn Care & Trauma Critical Care & Trauma Surgery	Active Membership and Privileges	UNLV Surgery
9	Corbin	Dina		MD	10/01/2020-09/30/2022	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
10	Ghavami	Forough	S	DO	10/01/2020-09/30/2021	Medicine/Neurology	Affiliate Privileges	NuVasive Clinical Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

11	Hafen	Ryan	D	MD	10/01/2020-09/30/2022	Anesthesiology & Trauma Anesthesia	Active Membership and Privileges	OptumCare Anesthesia
12	Henry	Alonzo	F	MD	10/01/2020-09/30/2022	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
13	Jahangir	Khawaja	S	MD	10/01/2020-09/30/2022	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	Cancer & Blood Specialists of Nevada
14	Lee	Brian	E	MD	10/01/2020-09/30/2021	Radiology	Affiliate Initial FPPE Membership and Privileges	Desert Radiologists
15	Lowe	Robert	M	MD	10/01/2020-09/30/2022	Pediatrics	Affiliate Membership and Privileges	Juvenile Arthritis Rheumatology Care
16	Maggio	Vijay		MD	10/01/2020-09/30/2022	Medicine/Neurology	Affiliate Privileges	NuVasive Clinical Services
17	Makas	Christi		DO	10/01/2020-09/30/2022	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Affiliate Membership and Privileges	Sound Physicians Emergency Medicine
18	Mccormack	Maureen	K	MD	10/01/2020-09/30/2022	Radiology	Active Membership and Privileges	Desert Radiologists
19	McDermott	Nasim		DO	10/01/2020-09/30/2022	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates

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August 20, 2020 Credentialing Activities

20	McHugh	Paul	M	DO	10/01/2020-09/30/2022	Ambulatory Care	Active Membership and Privileges	UMC-Wellness Center
21	Nguyen	Cuong	T	MD	10/01/2020-09/30/2022	Medicine/Cardiology	Affiliate Membership and Privileges	HealthCare Partners Medical Group
22	Park	Stewart	D	MD	10/01/2020-09/30/2022	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Care Professionals
23	Phang	Frances	W	MD	10/01/2020-09/30/2021	Surgery/General Surgery	Affiliate Membership and Privileges	Desert West Surgery
24	Pizio	Helga	F	MD	10/01/2020-09/30/2022	Surgery/Ophthalmology	Affiliate Membership and Privileges	New Eyes
25	Robertson	Cristy	A	MD	10/01/2020-09/30/2022	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
26	Scheidler	Michael	G	MD	10/01/2020-09/30/2022	Surgery/Pediatric Surgery & Trauma Pediatric Surgery	Active Membership and Privileges	Center for Children's Surgery
27	Serfustini	Anthony	B	MD	10/01/2020-09/30/2022	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Anthony B. Serfustini, MD
28	Shneker	Bassel		MD	10/01/2020-09/30/2021	Medicine/Neurology	Affiliate Membership and Privileges	NuVasive Clinical Services
29	Tanveer	Aisha		MD	10/01/2020-09/30/2021	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

30	Tottori	David	H	MD	10/01/2020-09/30/2022	Pediatrics	Affiliate Membership and Privileges	Tottori Allergy & Asthma Associates
31	Truong	Bianca		MD	10/01/2020-09/30/2022	Ambulatory Care	Affiliate Membership and Privileges	UMC-Enterprise Quick Care

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Corbin	Dina		MD	10/01/2020-09/30/2022	Medicine/Nephrology	Kidney Specialists of Southern Nevada	New Privilege-Telemedicine
2	Robertson	Cristy	A	MD	10/01/2020-09/30/2022	Medicine/Nephrology	Kidney Specialists of Southern Nevada	New Privilege-Telemedicine
3	Tottori	David	H	MD	10/01/2020-09/30/2022	Pediatrics	Tottori Allergy & Asthma Associates	New Privilege-Refer & Follow Withdraw Privilege - allergy / immunology

D. EXTENSION OF INITIAL FPPE

1	Cogar	Allison		MD	Anesthesiology	Extension of Initial FPPE through 02/17/2021 - Due to no cases
2	Colquitt	Randal	H	MD	Anesthesiology	Extension of Initial FPPE through 02/17/2021 - Due to no cases
3	Garg	Shilpi		MD	Pediatrics	Extension of Initial FPPE through 02/17/2021 - Due to no cases
4	Kay	Johnson		DO	Medicine/Rheumatology	Extension of Initial FPPE through 02/17/2021 - Due to no cases
5	Moseley	Daniel	M	MD	Anesthesiology	Extension of Initial FPPE through 02/17/2021 - Due to no cases
6	Nagaraddi	Venkatesh	N	MD	Medicine/Neurology	Extension of Initial FPPE through 02/17/2021 - Due to no cases

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

7	O'Connor	Catherine		MD	Surgery/General Surgery	Extension of Initial FPPE through 02/17/2021 - Due to no cases
8	Paydar	Amir		MD	Radiology	Extension of Initial FPPE through 02/17/2021 - Due to no cases
9	Schneider	Xenia		DO	Medicine/Pulmonary/Respiratory Care	Extension of Initial FPPE through 02/17/2021 - Due to no cases
10	Tan	Richard		MD	Emergency Medicine/Adult Emergency Medicine	Extension of Initial FPPE through 02/17/2021 - Due to no cases
11	Xu	He		DPM	Orthopaedic Surgery/Podiatry	Extension of Initial FPPE through 02/17/2021 - Due to no cases
12	Yaghoobian	Jonathan		MD	Medicine/Internal Medicine	Extension of Initial FPPE through 02/17/2021 - Due to no cases

E. EXTENSION OF FPPE / NEW PRIVILEGE

1	Carag	Charissa	MD	Medicine/Nephrology	Privilege - TPN through 02/17/2021 - Due to no cases
2	Saud	Bipin	MD	Medicine/Gastroenterology	Privilege - Motility Studies – Esophageal, Physiology Studies – 24 pH Monitoring, Pneumatic Dilation of Lower Esophageal Sphincter for Achalasia, ERCP through 02/17/2021 - Due to no cases

F. RELEASE OF FPPE / NEW PRIVILEGE

1	Asad	Shadaba	MD	Medicine/Infectious Disease	Privilege- Ambulatory Medicine (outpatient service only)
2	Medina-Garcia	Luis	MD	Medicine/Infectious Disease	Privilege- Ambulatory Medicine (outpatient service only)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

G. CHANGE IN STAFF STATUS/COMPLETION OF INITIAL FPPE

1	Araujo	Carlos	W	MD	Medicine/Hematology/Oncology	Release of Initial FPPE Affiliate with Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
2	Bonometti	Claudio		MD	Medicine/Cardiology	Release of Initial FPPE Affiliate with Membership and Privileges to Active Membership and Privileges - Completion of Initial FPPE
3	Duran	Harry		MD	Ambulatory Care	Release of Initial FPPE Affiliate with Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
4	Morehouse	Kristophre		DO	Family Medicine	Release of Initial FPPE Affiliate with Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
5	Ribeiro	Phillip		MD	Medicine/Nephrology	Release of Initial FPPE Affiliate with Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE

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

1	Flores	Carmen	E	MD	Surgery/General Surgery	New Privilege - Trauma Surgery, Trauma Critical Care and Trauma Burn
2	Romero	Arthur		MD	Medicine/Pulmonary/Respiratory Care	New Privilege - Laser Bronchoscopy; Rigid Bronchoscopy; Endoluminal ablative therapy (electrocautery, argon, plasma coagulation, cryotherapy, brachytherapy, photodynamic therapy); Percutaneous dilational tracheotomy.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

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

1	Kushnir	Christina		MD	Obstetrics and Gynecology	New Privileges: Hysteroscopic Endometrial Ablation, Omentectomies Laparoscopic, Omentectomies Robotic, Colon Continent Laparoscopic, Colon Continent Robotic, Colon Non-Continent Laparoscopic, Colon Non-Continent Robotic, Management of All Intra-Operative and Post Operative Complications: Acute Intraoperative Bleeding, Coagulopathies, Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intraabdominal organ - Completion of FPPE
2	Pierce	Patricia	M	MD	Obstetrics and Gynecology	New Privilege - Doppler Flow Studies - Completion of FPPE

J. REQUEST FOR LEAVE OF ABSENCE

1	Bodily	Kory	R	MD	Anesthesiology	Military Deployment
2	Makas	Christi		DO	Emergency Medicine/Adult Emergency Medicine	Military Leave
3	Malamet	Peter		DO	Emergency Medicine/Adult Emergency Medicine	Military Leave
4	Schapira	Rebecca		DO	Medicine/Allergy/Immunology	Medical Leave - Maternity Leave
5	Tan	Richard		MD	Emergency Medicine/Adult Emergency Medicine	Military Leave

K. REQUEST FOR RETURN FORM LEAVE OF ABSENCE

1	Martin	Ashley	Y	DO	Surgery/General Surgery
2	Rhoads	Jennifer		DO	Anesthesiology

L. REQUEST FOR RESIGNATION

1	Bartolome	Bernard	T	MD	Ambulatory Care	Voluntary Separation Program
2	Buehner	Michelle		MD	Surgery/General Surgery	Nothing Provided
3	Faylona	Edgardo	A	MD	Medicine/Hematology/Oncology	Winding down practice

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August 20, 2020 Credentialing Activities

4	Malone	Jessica		MD	Medicine/Internal Medicine	Military and PCS Deployment
5	Martinez	Dominic	F	MD	Anesthesiology	Change in Contracted group
6	Martinez	Dominic	F	MD	Anesthesiology	Change in Practice Needs
7	Mock	Kyle		MD	Surgery/General Surgery	Nothing Provided
8	Norton	Garrett		MD	Anesthesiology	No longer needed
9	Radow	Brandon	S	MD	Surgery/General Surgery	Moving out of state
10	Tiger	Michael		MD	Anesthesiology	Change in Practice Needs
11	Yang	Jack		MD	Ambulatory Care	

M. REMOVAL FROM STAFF

1	Diaz-Frias	Josue		MD	Pediatrics	Failure to maintain current malpractice and relocation out of state
2	Khan	Ashfaq	A	MD	Medicine/Cardiology	Moved out of state
3	Sanders	Owen		DMD	Surgery/Oral/Maxillofacial	Failure to maintain current malpractice and contact information
4	Stockwell	Erica	L	MD	Obstetrics and Gynecology	No longer practices in Nevada

N. LOW VOLUME PROVIDERS

1	Adams	Michael	L	MD	Anesthesiology
2	Addo-Quaye	Bernard	K	MD	Family Medicine
3	Adrangi	Bahbak		MD	Anesthesiology
4	Anter	John	P	MD	Anesthesiology
5	Azim	Ahsan		MD	Medicine/Internal Medicine
6	Bohman	Van	R	MD	Obstetrics & Gynecology
7	Brescan	Ovidiu		MD	Anesthesiology
8	Brimhall	Brett	D	MD	Surgery/Ophthalmology
9	Browder	Leslie	K	MD	Surgery/General Surgery
10	Buehner	Michelle		MD	Surgery/General Surgery
11	Castillo	William	J	MD	Pediatrics
12	Choi	Clark		MD	Anesthesiology
13	Colquitt	Randal	H	MD	Anesthesiology

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

14	Corbin	Dina		MD	Medicine/Nephrology
15	Croft	Kevin		DDS	Surgery/Oral/Maxillofacial
16	Dunetz	Wayne	A	DPM	Orthopaedic Surgery/Podiatry
17	Estrada	Christine	M	DO	Family Medicine
18	Fathie	Arezo	M	MD	Medicine/Internal Medicine
19	Faylona	Edgardo	A	MD	Medicine/Hematology/Oncology
20	Fiumecaldo	Daniel	N	DO	Surgery/General Surgery
21	Garg	Shilpi		MD	Pediatrics
22	Gebre	Ermias	A	MD	Medicine/Internal Medicine
23	Ghavami	Forough	S	DO	Medicine/Neurology
24	Gordon	Andrew		DO	Anesthesiology
25	Grigore	Alina	M	MD	Anesthesiology
26	Henry	Alonzo	F	MD	Anesthesiology
27	Iqbal	Bilal		MD	Medicine/Nephrology
28	Jahangir	Khawaja	S	MD	Medicine/Hematology/Oncology
29	Johnson	Brendan	G	DDS	Surgery/Oral/Maxillofacial
30	Kamboj	Ejaz		MD	Medicine/Cardiology
31	Kay	Johnson		DO	Medicine/Rheumatology
32	Khan	Ashfaq	A	MD	Medicine/Cardiology
33	Klingensmith	David		DO	Anesthesiology
34	Link	Daniel	J	MD	Anestheisology
35	Lowe	Robert		MD	Pediatrics
36	Luna	Carlos	F	MD	Pediatrics
37	Maggio	Vijay		MD	Medicine/Neurology
38	Martinez	Dominic	F	MD	Anesthesiology
39	McDermott	Nasim		DO	Medicine/Gastroenterology
40	Micheller	Daniel		MD	Emergency Medicine
41	Moseley	Daniel	M	MD	Anesthesiology
42	Moshfeghi	Darius	M	MD	Surgery/Ophthalmology
43	Nagaraddi	Venkatesh	N	MD	Medicine/Neurology
44	Nayyar	Sanjay		MD	Medicine/Gastroenterology
45	Nguyen	Cuong	T	MD	Medicine/Cardiology
46	Norozian	Farnaz		MD	Pediatric Emergency Medicine
47	O'Connor	Catherine		MD	Surgery/General Surgery
48	Park	Stewart	D	MD	Surgery/Ophthalmology
49	Pierce	Patricia	M	MD	Obstetrics & Gynecology
50	Pierson	Leigh	A	MD	Anesthesiology
51	Pillon	Luana		MD	Medicine/Nephrology
52	Pizio	Helga	F	MD	Surgery/Ophthalmology
53	Raddue	Matthew	T	MD	Anestheisology
54	Rivera	Nancy		MD	Surgery/General Surgery

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

55	Schneider	Xenia		DO	Medicine/Pulmonary/Respiratory Care
56	Schroeder	Harry	L	MD	Anesthesiology
57	Serfustini	Anthony	B	MD	Orthopaedic Surgery/Orthopaedic Surgery
58	Shahzad	Asher		MD	Medicine/Infectious Disease
59	Sharif	Kevin	R	MD	Orthopaedic Surgery/Orthopaedic Surgery
60	Sheikh	Mahmud	A	MD	Medicine/Internal Medicine
61	Shneker	Bassel		MD	Medicine/Neurology
62	Stockwell	Erica		MD	Obstetrics & Gynecology
63	Tahir	Nauman		MD	Medicine/Nephrology
64	Tan	Richard		MD	Adult Emergency Medicine
65	Tanveer	Aisha		MD	Medicine/Internal Medicine
66	Tavares	Joaquim	S	MD	Medicine/Pulmonary/Respiratory Care
67	Tippin	Jonathan		MD	Medicine/Neurology
68	Tottori	David	H	MD	Pediatrics
69	Wickens	Jason	C	MD	Surgery/Ophthalmology
70	Yaghoobian	Jonathan		MD	Medicine/Internal Medicine
71	Young	Scott	V	DO	Anesthesiology

O. ADVANCED PRACTICE PROFESSIONAL INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Costa	Mara	K	APRN	08/20/2020-06/30/2022	Medicine/Neurology	Stroke & Neurology Specialists	Tamer Ammar, MD	Category 1
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P. ADVANCED PRACTICE PROFESSIONAL REAPPOINTMENT

1	Joshua	Solomon		APRN	10/01/2020-03/31/2022	Medicine/Internal Medicine	Sound Physicians	APP Independent
2	Strobehn	Patricia	K	APRN	10/01/2020-03/31/2022	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	APP Independent

Q. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES/DEPARTMENT

1	Strobehn	Patricia	K	APRN	Emergency Medicine/Adult	Sound Physicians - Emergency Medicine	New Privilege - Emergency Medicine/Pediatric	APP Independent
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

R. ADVANCED PRACTICE PROFESSIONAL CHANGE IN STAFF STATUS

1	Choi	Michael		PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Release from APP Initial FPPE to APP Dependent	Robert Yang, DO
2	Christensen	Jordan		PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Release from APP Initial FPPE to APP Dependent	Brian Ault, DO
3	Christiansen	Sean		PAC	Radiology	Desert Radiologists	Release from APP Initial FPPE to APP Dependent	Michael Carducci, MD
4	Cummings	Christopher	C	PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Release from APP Initial FPPE to APP Dependent	Tristan Cooper, MD
5	Hines	Casey		PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Release from APP Initial FPPE to APP Dependent	Christian Young, MD
6	Nguyen	Van	H	PAC	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Release from APP Initial FPPE to APP Dependent	Christian Villaflor, MD

S. ADVANCED PRACTICE PROFESSIONAL CHANGE IN SPONSOR/GROUP

1	Aguilar	Elizabeth	PAC	Ambulatory Care	UMC Centennial Quick Care	Remove Richard Lieber, MD and Add Ronald Taylor, MD	Ronald Taylor, MD
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T. ADVANCED PRACTICE PROFESSIONAL ANNUAL EVALUATION

1	DeLappi	Joseph	A	PAC	10/01/2020-09/30/2021	Neurosurgery	DeLappi Physician Assistance Services	I. Michael Schneiier, MD
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

2	Gish	Steven	M	PAC	10/01/2020-09/30/2021	Ambulatory Care	UMC Peccole Quick Care	Keralapura Subramanyam, MD
3	Malcolm	Bryan	A	PAC	10/01/2020-09/30/2021	Emergency Medicine/Adult	Sound Physicians-Emergency Medicine	Jesse Wells, MD

U. ADVANCED PRACTICE PROFESSIONAL EXTENSION OF INITIAL FPPE

1	Choi	Min		APRN	Medicine/Pulmonary & Respiratory Care	Mike O'Callaghan Military Medical Center	Extend through 02/18/2021 due to no cases	Matthew Fain, DO
2	Dampog	Ronald	R	APRN	Medicine/Internal Medicine	Platinum Hospitalists	Extend through 02/18/2021 due to no cases	Sanket Patel, MD
3	Holmes	Steven	A	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Extend through 02/18/2021 due to no cases	Carl Lobato, MD

V. ADVANCED PRACTICE PROFESSIONAL REQUEST FOR LEAVE OF ABSENCE

1	Choi	Min	APRN	Medicine/Pulmonary & Respiratory Care	Mike O'Callaghan Military Medical Center	Military Leave - delay in start of SMART training due to pandemic	Matthew Fain, DO
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W. ADVANCED PRACTICE PROFESSIONAL RESIGNATION

1	Hanks	Elizabeth	PAC	Orthopaedic Surgery/Orthopaedic Surgery	Desert Orthopaedic Center	No longer with group	Archie Perry, MD
2	Jourdan	Manal	APRN	Medicine/Internal Medicine	Platinum Hospitalists	No longer with group	Tanveer Akbar, MD

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

August 20, 2020 Credentialing Activities

X. ADVANCED PRACTICE PROFESSIONAL LOW VOLUME

1	Choi	Min		APRN	Medicine/Pulmonary & Respiratory Care	Mike O'Callaghan Military Medical Center	Matthew Fain, DO
2	Christiansen	Sean		PAC	Radiology	Desert Radiologists	Michael Carducci, MD
3	Dampog	Ronald	R	APRN	Medicine/Internal Medicine	Platinum Hospitalists	Sanket Patel, MD
4	Holmes	Steven	A	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Carl Lobato, MD
5	Joshua	Solomon		APRN	Medicine/Internal Medicine	Sound Physicians	APP Independent
6	Jourdan	Manal		APRN	Medicine/Internal Medicine	Platinum Hospitalists	Tanveer Akbar, MD
7	Ruanto	Anna	K	PAC	Ambulatory Care	UMC Summerlin Quick Care	Zheng Liu, MD



**AUTHORIZATION FOR DISCLOSURE OF ONGOING PROFESSIONAL PRACTICE
EVALUATIONS AND FOCUSED PROFESSIONAL PRACTICE EVALUATIONS**

(Please read carefully before signing)

I understand and acknowledge that I am requesting for University Medical Center of Southern Nevada ("UMC") to disclose and release my Ongoing Professional Practice Evaluations ("OPPE") and Focused Professional Practice Evaluation ("FPPE") Report Card at UMC to the 99th Medical Group. This request for disclosure is made in furtherance of the training, quality assessment, and performance improvement activities of UMC and the 99th Medical Group.

By signing below, I acknowledge my understanding and agreement to the following statements:

1. **I hereby request and authorize UMC to release my OPPE and FPPE Report Card at UMC to the 99th Medical Group.**
2. This authorization shall be valid for a period of twenty-four (24) months unless otherwise revoked. To revoke this authorization, I must do so in writing and send my written revocation to the UMC Medical Staff Office. Any revocation shall not apply to any information that has already been released or disclosed pursuant to this authorization.
3. I understand that once the OPPE and FPPE Report Cards are disclosed pursuant to this authorization, it may be subject to re-disclosure and the information may not be protected by applicable state or federal privacy regulations.
4. I agree to notify UMC, through the Medical Staff Office, of any circumstances arising subsequent to the date of this form that would change my authorization to release OPPE and FPPE Report Card to the 99th Medical Group.

NAME (PRINT): _____

SIGNATURE: _____

DATE: _____ Page 31 of 290



MEMORANDUM

DEPARTMENT

TO: Credentials Committee

FROM: OBGYN Department / DaNae Griese, MSS

SUBJECT: Delineation of Privileges (DOP) Specialty Board Certification Language

DATE: 8/20/2020

The OBGYN Department is recommending adding the following Specialty Board Certification to the OBGYN Delineation of Privileges (DOP):

- For subspecialty board certification, physicians must have completed an approved ACGME or AOA residency AND fellowship in specialty AND be board certified by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology within the eighth (8) year of completing fellowship.

**UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF OB/GYN
DELINEATION OF PRIVILEGES**



NAME: _____

Effective FROM: _____ TO: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

CORE PRIVILEGES IN OB/GYN

The establishment of privileges and procedures in the Department of Obstetrics/Gynecology shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Obstetrics/Gynecology have privileges to admit, care for and consult on patients hospitalized with general internal medicine problems and those conditions generally associated with the specialty areas within the Department.

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must be a member of the Medical and Dental Staff, and shall meet the following minimum criteria:

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

Minimal Formal Training: Must have completed an approved ACGME or AOA residency AND be Board Certified by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology, OR Board Certified within the eighth (8) year cycle as outlined by the Board AND annual consecutive verification of testing dates from the Board OR qualify for the Grandfather Clause for physicians who have never achieved Board Certification.

For subspecialty board certification, physicians must have completed an approved ACGME or AOA residency AND fellowship in specialty AND be board certified by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology within the 8 year of completing fellowship.

GRANDFATHER CLAUSE:

1. Must be in active practice in Obstetrics and Gynecology for the past ten (10) years in Clark County.
AND
2. Be credentialed in Obstetrics and Gynecology at UMC or another Clark County Hospital.
AND
3. Provide twenty (20) hours of Continuing Medical Education (CME) at the time of reappointment in Obstetrics and Gynecology.

Reappointments in this Department will be based on performance appraisal. This appraisal will utilize information regarding clinical activity and monitoring of patient care.

Experience: Verified completion of an approved ACGME or AOA residency qualifies the physician for Category I, II and III Obstetric and Gynecologic Privileges. Any other special training, i.e. fellowship programs, will be verified and reviewed by the Chief of the Department.
Must be able to demonstrate that he/she performed any combination of 25 procedures from the CORE privilege group requested, i.e. 25 procedures from Abdominal, Vaginal or Laparoscopy/Hysteroscopy privileges in order to assess his/her clinical competence.

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All cases required must be within the past twenty-four (24) months.

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

Refer & Follow DOES NOT entitle the physician to CORE or Special Privileges. Please READ THE DESCRIPTIONS CAREFULLY and only check either Refer & Follow OR CORE Privileges.				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
REFER & FOLLOW: MAY read patients chart; may write notes in patient chart; may talk to patient and patients' caregivers; may consult with Attending Physician;				

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

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on May 27 and June 24, 2020.		

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
August 26, 2020

Agenda Item #

5



INTEROFFICE MEMO

To: Medical Executive Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: May 27, 2020 Committee Meeting- Policy Revisions /Additions /Deletions
Date: June 16, 2020

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below. **Approved: 20 & 50 Retired**

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Responding to Media Inquiries</u>	Revision	Hospitalwide	Modified/revised to remove ODA (On Duty Administrator) which is no longer part of the practice. Policy to assure there is an established organizational standard for responding to media inquiries for patient or hospital information.
<u>Animal Bites</u>	Revision	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Policy to assure incidents of animal bites from rabies- susceptible animals are reported to the appropriate authorities per Nevada statute.
<u>Back Office Registration</u>	Revision	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Policy to assure a standard

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			process when a patient is taken straight back to a treatment room in the Quick Cares, prior to being registered due to an emergent or urgent condition.
<u>Prescription Forgery</u>	Revised	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Policy to assure handling of any situation in which a patient forges a physicians' prescription.
<u>Patient Intake Expectations</u>	New (Formerly, Medical Screening Std of Care)	Ambulatory Care	Policy renamed from Medical Screening Standards of Care to Patient Intake Expectations. Additions include; intake expectations/protocols for Asthma, Pediatric Fever and updated Pediatric Vital Signs Reference Chart.
<u>Minors, Unsupervised in the Ambulatory Care Setting</u>	Revised	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Guideline to assure minor children are not left unattended in the waiting area while their parent/legal guardian receives treatment in the Ambulatory Care Clinics.
<u>Fire Safety Equipment Testing</u>	Revised	Hospitalwide	Modified/revised to reflect regulatory NFPA 101-2012 which is the monthly testing for elevators with firefighter emergency operations.
<u>Helium-Oxygen Delivery</u>	Revised	Respiratory – Dept Specific	Modified/revised to add heliox as a ventilator delivery method. The goal of heliox therapy is to reduce work of breathing in patient with severe upper airway obstruction

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			in patients with asthma and fixed airway obstruction.
<u>Airway Cuff Pressure</u>	Revised	Hospitalwide - Respiratory	Modified/reviewed with no change only formatting to current policy template. Guideline to assure cuffed endotracheal tubes (ETT) allows for a more efficient and safer delivery of positive pressure ventilation.
<u>FPPE for Newly Privileged Practitioners</u>	Revised	Hospitalwide – Medical Staff	Modified/revised to include that Dept Chief or Vice Chief may request additional reasonable monitorship requirement(s) that will be forwarded to the Credentials Committee and MEC. Also, extension of 6 months, but not to exceed 12 months for initial FPPE.
<u>OPPE/FPPE for Current Practitioners</u>	Revised	Hospitalwide – Medical Staff	Modified/revised to reflect current practice of the OPPE report and Practitioners Feedback in which the Practitioner's profile is used by Medical and Dental Staff leaders for evaluation and follow-up with practitioners for the sole purpose of improving performance and quality of care provided to patients. It is available to all practitioners in their personal files in the Medical Staff office on a rolling 6-month basis.
<u>Lippincott's Online Clinical Px and Skills Manual</u>	New	Clinical Education	Established evidence based best practices for clinical procedures which will assist in standardization and reduce duplication of clinical procedures within the organization. The online manual is located

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			on the hospital's intranet under "Popular Link."
<u>Loading and Unloading the Sterilizers</u>	Revised/Renamed (Formerly,	Hospitalwide – OR Services	Modified/reviewed with no change only formatting to current policy template. Policy to assure complete contact of the sterilant with the items being sterilized.
<u>Sterilization Using the Steris System 1E process</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no change only formatting to current policy template. Policy to assure rapid, safe standardized low temperature liquid chemical sterilization of heat sensitive critical and semi-critical devices.
<u>Chemical Indicator Sterilization Monitoring</u>	Revised	Hospitalwide - OR	Modified/reviewed with no change only formatting to current policy template. Policy to assure a visual indicator that the devices have been exposed to a sterilization cycle.
<u>Sterility Assurance Monitoring</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no change only formatting to current policy template. Policy to assure monitoring of sterilization processes and that they meet regulatory requirements. All sterilization monitoring records will be retained for a period of six years.
<u>Bowie-Dick Test</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no change only formatting to current policy template. Policy to assure that all pre-vacuum sterilizers undergo daily testing, referred to as the "Bowie-Dick test," to determine the efficacy of the vacuum system. This will expose any mechanical/electrical malfunctions, resulting in

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			residual air pockets which could lead to sterilization failure.
<u>Procedural Sedation: Moderate and Deep</u>	Revised	Hospitalwide	Modified/revised verbiage. Recommended to add/include Imaging Services processes/practices.
<u>Employee Health Services</u> <u>Table A– Return to Work</u> <u>Table B – HCW Post-Exposure Instructions</u>	Revised	Hospitalwide	Modified/revised to reflect updated guidelines for Healthcare workers per CDC: TB Exposure, healthcare workers with, or suspected of an Infectious disease or exposed to an infectious disease. Also, standing orders for vaccines.

Hospital Policy/Procedure Agenda Supplement – May 27, 2020

Retire/Archive Policy Grid

Policy	Dept	Reason
Removal of Foley (Urinary) Catheter with Ureteral Stent Post-Kidney Transplant Patients, Care Of	Nursing	No longer needed – practice captured during transplantation training
Support Systems to Transferring Facility	NICU	Duplicate – captured in Case Mgmt policy
Wound Checks in the Adult Emergency Dept	Emergency	Duplicate -Refer to Hospitalwide Policy
Videotaping/Photography in Labor and Delivery Area	NICU	Duplicate -Refer to Hospitalwide Policy
Endotracheal Intubation	NICU	Replaced by Lippincott
EZ-IO insertion	NICU	Replaced by Lippincott
ECMO Guidelines for Transport V2	NICU	No longer part of practice
Sucrose Policy for Pain/Comfort Management V1	NICU	Duplicate – captured in Pain Comfort Mgmt Policy
Transportation & Referral System for Neonates V3	NICU	No longer part of practice
Nursing Management of the Patient with an Intra-Aortic Balloon Pump (IABP)	Critical Care	ACNO Retired
Pressure Transducer- Set up	Critical Care	ACNO Retired
Temporary Pacemaker	Critical Care	ACNO Retired
Automatic Implantable Cardioverter Defibrillation (AICD)	Critical Care	ACNO Retired
Care of Pacemaker	Critical Care	ACNO Retired
CVVH/CVVHD, Nursing Management of the Patient	Critical Care	ACNO Retired
Defibrillation V2		ACNO Retired
Surgical and Invasive Procedures Performed in the Adult ICU	Critical Care	ACNO Retired
Hemodynamic Monitoring (Arterial Lines, Pulmonary Artery (Swan-Ganz) Catheters, Central Venous Catheters; Insertion, Management, Maintenance and Removal)COMBINES: Arterial Line and Swan-Ganz Insertion and Maintenance Oximetric Monitoring, Cardiac Output Measurements, Insertion and Maintenance of Central Venous Catheters, Central Venous Pressure Monitoring	Critical Care	Director of Critical Care Retired
Immediate Recovery of the Post Open Heart Patient V2	Critical Care	ACNO Retired
Hemodynamic Monitoring PACU	PACU	Director of Critical Care Retired
Intra-Aortic Balloon Pump: PACU Nursing Mgmt of the Patient	PACU	Director of Critical Care Retired
Pyxis PICU Emergency Access List	PICU	Practice No longer in use
External Admission Referral Calls in the PICU V2	PICU	Use “One Call Now”
Tracheostomy Patients, Infant & Child, Bedside Monitoring of, Suctioning	PICU	Duplicate – Refer to Trach Care
Calcium Chloride Non Emergent Peripheral Infusion Guidelines for the Pediatric Patient	PICU	Refer to Lexicomp/Pharmacy
Cardiac Activation V1 CATH LAB 2027	Cath Lab	Refer to the Chest Pain Program Policy

Hospital Policy/Procedure Agenda Supplement – May 27, 2020

Retire/Archive Policy Grid

Electrophysiology Studies (EP Studies) V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Internal implantable devices, i.e. Pacemaker, Internal Defibrillator V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Intra-Aortic Balloon Pump (IAPB) Insertion V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Intravascular ultrasound/ FFR V1 2003 Cath Lab	Cath Lab	Use of Amer. College of Cardiology (ACC)
Iodine Allergy V1 2009 Cath Lab	Cath Lab	Use of Amer. College of Cardiology (ACC)
Left Heart Catheterization V1 2015 Cath Lab	Cath Lab	Use of Amer. College of Cardiology (ACC)
Outpatient Recovery-Invasive Procedures V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Outpatient recovery for Cardioversions and Trans-esophageal echocardiograms	Cath Lab	Use of Amer. College of Cardiology (ACC)
Percutaneous Transluminal Angioplasty V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Percutaneous Transluminal Atherctomy (Rotoblator) V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Power Injector V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Radial Approach Heart Catheterization V1 2014	Cath Lab	Use of Amer. College of Cardiology (ACC)
Radiofrequency Catheter Ablation in the Electrophysiology Lab V1 2012 Cath Lab 07/15/2011	Cath Lab	Use of Amer. College of Cardiology (ACC)
Right Heart Catheterization V1 2016 Cath Lab	Cath Lab	Use of Amer. College of Cardiology (ACC)
Skin Prep Protocol V1	Cath Lab	Use of Amer. College of Cardiology (ACC)
Out Pt Treadmill Exercise Stress Test Protocol	CAR	Refer to Cardiac Exercise Stress Test Policy
Out Pt Lexicon Cardiolite Stress Test	CAR	Refer to Cardiac Exercise Stress Test Policy
Out Pt Exercise Cardiolite Stress Test	CAR	Refer to Cardiac Exercise Stress Test Policy
Out Pt Dobutamine Cardiolite Stress Test Procedure	CAR	Refer to Cardiac Exercise Stress Test Policy
In Pt treadmill Exercise Stress Test	CAR	Refer to Cardiac Exercise Stress Test Policy
In Pt Lexicon Cardiolite Stress Test	CAR	Refer to Cardiac Exercise Stress Test Policy
In Pt Exercise Cardiolite Stress Test	CAR	Refer to Cardiac Exercise Stress Test Policy
In Pt Dobutamine Cardiolite Stress Test Procedure	CAR	Refer to Cardiac Exercise Stress Test Policy
Chest Pain Center Exercise	CAR	Refer to Cardiac Exercise Stress Test Policy



INTEROFFICE MEMO

To: Medical Executive Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: June 24, 2020 Committee Meeting- Policy Revisions /Additions /Deletions
Date: July 22, 2020

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below. **32 Approved & 34 Retired**

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Patient Identification, Use of Patient Identification Bands</u> <u>Patient Identification Bands</u>	Revision	Hospitalwide	Modified/revised verbiage with changes to mirror Laboratory policy which has patient identification processes. Education is provided annually by LMS and during hospitalwide orientation.
<u>Patient Complaints and Grievances</u>	Revision	Hospitalwide	Modified/revised process, complaints are will no longer forwarded to Patient Experience. Complaints will be directed to Risk Management. Education will be done through huddles for direct care staff and additional education with Nursing leadership.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Pharmacy Licensure</u>	Revision	Hospitalwide	Modified/reviewed with no change only formatting to current policy template. Policy to assure appropriate pharmacy staff are licensed according to Nevada State Board of Pharmacy requirements and all other regulatory requirements.
<u>Therapeutic Interchange</u>	Revision	Hospitalwide	Modified/revised to clarify scope to primarily adult patients, but pediatrics included where specified, therapeutic interchange will be noted in the administration instructions of the new medication order to communicate the change in the electronic health record. This has been vetted and approved by Pharmacy and Therapeutic (P&T) Committee.
<u>Ambulatory Care Staff Responsibilities and Education Records</u>	Revision	Ambulatory Care	Modified/revised with the addition of the Wellness Clinic, the Referral Specialist and Office Specialist. Formatted to current policy template. Policy to assure there is a system that will enable all Ambulatory Care Center Staffs' education to be monitored for compliance.
<u>Ambulatory Care Cardiac Exercise Stress Test – Enterprise Physicians</u>	Revised	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Policy to assure that proper principles and procedures of exercise stress testing are followed in maintaining safety/delivering quality diagnostic services for contracted physicals for

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			known healthy individuals.
<u>Chaperone</u>	Revised	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Policy to assure that all patients are entitled to have a chaperone present for any examination.
<u>Transmission of Prescriptions by Facsimile Machine</u>	Revised	Ambulatory Care	Modified/reviewed with no change only formatting to current policy template. Transmission of prescription by facsimile machine will facilitate convenience to patients, staff and pharmacies by eliminating the needs to telephone prescriptions to pharmacies as requested by patients.
<u>Notification of Abnormal Test Results</u>	Formerly named "Patient Re-call System"	Ambulatory Care	Modified/revised name, defined what is an abnormal test result, follow-up action timeframe is to be taken within seven (7) working days and changed physician verbiage to provider. An abnormal test result(s) are results that fall outside a specified normal reference range, are unexpected, or could indicate the presence of disease. An abnormal test may or may not require action and therapeutic intervention, depending on the clinical context. Abnormal is based on the patient's previous lab result(s) or chronic disease. This may vary from patient to patient.
		Hospitalwide	Modified/revised Policy to include; Title change for

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Warming Blankets, Intravenous and Irrigation Fluids</u>	Formerly named, “Blanket/Fluid Warmer Cabinet Temperature Monitoring/Documentation”		easier location by staff, add owner for committee to know ‘who’ to approach for revision, changed AORN to ECRI as the source for blanket warmer temperature parameters. In addition the following: that fluid temperature parameters are guided by manufacturer’s instructions for use (IFU), safety statement against use of microwave radiation for heating, discard fluid information per manufacturer’s, Section for Disposition of Expired Product and updated references.
<u>Tracheostomy Patient Maintenance, Infant, Child & Adolescent</u>	Revised	Clinical – Maternal Child	Modified/revised to use Lippincott procedure(s) and added Appendix A for guideline per specialty area.
<u>Infant, Child and Adolescent Pain and Comfort Standard</u>	Revised	Clinical – Maternal Child	Modified/revised with added FLACC-R (Face, Legs, Activity, Cry, Consolability) for non-verbal and/or developmentally delayed patients.
<u>Intra-Hospital Transportation of Pediatric Patient</u>		Clinical – Maternal Child	Modified/revised to add areas of transport which are: transport, radiology, nursing and child life to include age ranges and requirements.
<u>Emergency Drug Sheet</u>	Revised	Clinical – Maternal Child	Modified/revised for all pediatrics patients to have an emergency drug sheet in room.
<u>Nutritional Screening Assessment Intervention Monitoring and Evaluation</u>	Revised	Hospitalwide - Dietary	Modified/reviewed with no change, only formatting to current policy template. Policy to define screening process

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			used to identify inpatient that may be at nutritional risk and require medical nutrition therapy.
<u>RD Auth</u>	Revised (Approved by MEC)	Hospitalwide - Dietary	Modified/reviewed with no change only formatting to current policy template. Policy to allow the Registered Dietitian authorization to fully assess, provide quality nutritional care and monitor patient within their scope. All regulatory/statutes are adhered to including Medical Staff Bylaws.
<u>Sterile Processing Stock Rotation</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure utilization of items before their expiration dates and stocking based on the First In/First Out (FIFO) practice.
<u>Cleaning the Sterilizers</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure sterilizers are cleaned on a regular basis.
<u>Department Cleaning - Sterile Processing</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to facilitate the reduction of microbial growth and cleanliness in the Sterile Processing department.
	Revised		Modified/reviewed with no changes only

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Inspection of Instruments</u>		Hospitalwide – OR Services	formatting to current policy template and updated references. Policy to assure all instruments are thoroughly cleaned and functioning, properly.
<u>Recall of Unsterilized Items After Sterilizer Failure</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure any sterilizer load that has failed to meet the established sterilization parameters will be recalled from use.
<u>Preventive Maintenance of Equipment</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure equipment will be maintained in appropriate working order according to the manufacturer's recommendations.
<u>Immediate Use Steam Sterilization - IUSS</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to provide guidelines for the safe and effective sterilization of surgical instruments in a trauma and/or emergent situation.
<u>Steam Sterilization in Sterile Processing</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to provide guidelines for the safe and effective sterilization of

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			reusable surgical instrumentation and implantable items.
<u>Space Allocation, Work Flow and Traffic Patterns</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to prevent cross contamination of the clean processing area, and to maintain a specific area for storage of sterile items while the await transfer to the receiving departments.
<u>Role of Infection Control in Sterile Processing</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure that the department policies/procedures conform to established infection control/prevention standards.
<u>Reprocessing of A Single Use Pt Items</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to comply with FDA regulations that only FDA approved third party preprocessor will reprocess these items. Reprocessing of devices classified by the manufacturer, as “single-use” will not be performed in Sterile Processing.
<u>Sterilization Using Low Temperature/Hydrogen Peroxide Method</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy that provides an

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			alternative to Steam Sterilization for items that are moisture and/or heat sensitive.
<u>Assembly of Trays/Instruments</u>	Revised	Hospitalwide – OR Services	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy to assure all instrument trays and sets will be assembled following standardized procedures to assure the tray is complete, properly cleaned, packaged and sterilized per manufacturer's guidelines.
<u>Workforce Sanction</u>	Revised	Hospitalwide	Modified/reviewed with no changes only formatting to current policy template and updated references. Policy is to facilitate compliance with the Health Insurance Portability and Accountability Act (HIPAA) to have consistent application of workforce sanctions related to violations of HIPAA. This adheres to all regulatory/CMS requirements.
<u>COV-ID 19</u>	New	Hospitalwide	Policy to provide an evidence-based approach to implementing transmission-based precautions and infection control practices in order to prevent the transmission of Corona Virus Disease 2019 (COVID-19) communicable disease to healthcare workers, patients and visitors.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Administration and Reading of Tuberculin Skin Test – Mantoux Method</u>	Revised	Hospitalwide	Modified/revised to use Lippincott procedure(s) for the Tuberculin Skin Test/Mantoux Method and formatted to current policy template.

Hospital Policy/Procedure Agenda Supplement – June 24, 2020

34 Retire/Archive Policy Grid

Policy	Dept	Reason
PACU Lab specimen drawn by PACU Personnel	PACU	No longer part of practice
PACU Blood Patch	PACU	No longer part of practice
ASU/PACU/OR Family Waiting Areas	PACU	No longer part of practice
PACU Discharge Criteria	PACU	No longer part of practice
Follow-up Care	PACU	No longer part of practice
EZ-IO insertion	Critical Care	Replaced by Lippincott
Cleaning/Disinfection of Instruments used to Administer Chemo Tx	Oncology	No longer part of practice
Infection Control Goals	Sterile	Duplication
IV Room Hand Hygiene	Sterile	Duplicate
Nursing Reference Center	Education	Transitioning to Lippincott as main resource
Clock In/ Clock Out	Imaging	No longer part of practice
Medication Order Process within Radiology Dept	Imaging	No longer part of practice
Carboprost (Hemobate), Treatment of Postpartum Hemorrhage V1	Perinatal	Will be included in Postpartum Hemorrhage Protocol
Oxytocin, emergency use of. V2	Perinatal	This is a medication that references an old Physician Order set; will be included in Postpartum Hemorrhage protocol
Acoustic Stimulator V2	Perinatal	Included in Lippincott procedures (NST)
Amniocentesis V1	Perinatal	Included in Lippincott procedures
Amnioinfusion V1	Perinatal	Included in Lippincott procedures
Birthing Ball, Use of V1	Perinatal	Included in Lippincott procedures
Oxytocin Challenge Test V1	Perinatal	Included in Lippincott procedures (Contraction Stress Test)
Biophysical Profile V1	Perinatal	Not done by UMC nurses at this time (antepartum testing center closed)
Foley Bulb Induction protocol V1	Perinatal	Included in Lippincott procedures (Cervical ripening using a balloon catheter)
Dinoprostone/Cervidil for Cervical Ripening or Induction V2 V1	Perinatal	Included in Lippincott procedures (Cervical ripening using dinoprostone (Cervidil))
Fetal Scalp Electrode Application (FSE) V2	Perinatal	Included in Lippincott procedures (Fetal monitoring, internal)
Placement of Intrauterine Pressure Catheter V1	Perinatal	Included in Lippincott procedures (Fetal monitoring, internal)
Rh Immune Globulin (RhoGam), Administration of V2	Perinatal	Included in Lippincott procedures (Rho(D) immune globulin administration)
Fetal Heart Tones per Doppler V2	Perinatal	Included in Lippincott procedures (Fetal heart rate monitoring, auscultation)
External Version V1	Perinatal	Included in Lippincott procedures (Antepartum external cephalic version, assisting)
Intake and Output for L&D Patients V1	Perinatal	Should be done as ordered and/or as part of our standard of care?
External Fetal and Uterine Activity Monitoring and Documentation V3	Perinatal	Should be done as ordered and/or as part of our standard of care?
Nifedipine for Pre-term labor and/or Gestational Hypertension V1	Perinatal	Should be included in management of hypertensive disorders/Preterm labor policies

Hospital Policy/Procedure Agenda Supplement – June 24, 2020

34 Retire/Archive Policy Grid

Nitrazine Test for Possible Ruptured Membranes V2	Perinatal	Included in Lippincott procedures (Amniotic fluid assessment using Nitrazine paper)
Sterile Speculum Examination V1	Perinatal	Included in Lippincott procedures (Amniotic fluid assessment using the fern test)
Prostaglandins, insertion of by RN for Fetal Demise V1	Perinatal	Not sure why this is a policy?
Delivery by Medical Student V1	Perinatal	Should this be a policy or something included in the agreement with the medical schools?

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

Issue:	Emergency Purchase Order for Gloves with Florida Imports Experts, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Emergency Purchase Orders with Florida Imports Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. <i>(For possible action)</i>		

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: \$1,433,862.50

Out Clause: None

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is for ratification of UMC's various emergency purchase orders with Florida Imports Experts, Inc. for gloves totaling \$1,433,862.50 to meet the needs of the hospital during the COVID-19 pandemic.

This emergency purchase was made pursuant to NRS 332.112 (2) as an emergency purchase due to COVID-19, 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.

These purchase orders were reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

6

2633 Park lan Hallandale
FL 33009

Date	S.O. No.
8/12/2020	10089

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

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2633 Park lan Hallandale
FL 33009

Date	S.O. No.
8/7/2020	10084

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Project

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2633 Park lan Hallandale
FL 33009

Date	S.O. No.
7/27/2020	10067

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Project

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MDE - Florida Import Experts

2633 Park lan Hallandale
FL 33009

Sales Order

Date	S.O. No.
8/7/2020	10066-1

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

P.O. No.	Project
176034	

Item	Description	Ordered	Rate	Amount
NG-S	Nitrile Exam Gloves by McKesson 14-6N32EC	2,508,000	0.19	476,520.00
NG-S	Nitrile Exam Gloves by McKesson 14-6N32EC	792,000	0.19	150,480.00
	ETA : Delivery On AUG/10 Or Earlier			
			Total	\$627,000.00

2633 Park lan Hallandale
FL 33009

Sales Order

Date	S.O. No.
8/4/2020	10074

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Project

[illegible]



PO Number: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #624749111, 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: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: Partial Customer No:	Comment: SALES ORDER 10084 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE \$413,520.00 MINUS COD DISCOUNT 4% NET 1 \$16,654.00 TOTAL \$396,980.00 SALES ORDER 10089 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE 275,637.50 COD DISCOUNT 4% NET 1 \$11,025.50 TOTAL \$264,612.00 TOTAL OF BOTH SALES ORDERS AND GRAND TOTAL \$661,592.00	Composed By: Donna Point Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
Item: 42005 GLOVE EXAM NITRILE SMALL PURPLE PF							
1	50081	240 CA	55081	3000-991100-663100		\$190.00	\$45,600.00 \$0 \$45,600.00
Item: 42006 GLOVE EXAM NITRILE MEDIUM PURPLE PF							
2	55082	360 CA	55082	3000-991100-663100		\$200.00	\$72,000.00 \$0 \$72,000.00
Item: 42007 GLOVE EXAM NITRILE LRG PURPLE PF							
3	55083	282 CA	55083	3000-991100-663100		\$200.00	\$56,400.00 \$0 \$56,400.00
Item: 42009 GLOVE EXAM NITRILE SMALL STERLING PF							



PO Number: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: Partial Customer No:	Comment: SALES ORDER 10084 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE \$413,520.00 MINUS COD DISCOUNT 4% NET 1 \$16,654.00 TOTAL \$396,980.00 SALES ORDER 10089 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE 275,637.50 COD DISCOUNT 4% NET 1 \$11,025.50 TOTAL \$264,612.00 TOTAL OF BOTH SALES ORDERS AND GRAND TOTAL \$661,592.00	Composed By: Donna Point Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
4	50706	114 CA	50706	3000-991100-663100		\$380.00	\$43,320.00 \$0 \$43,320.00
Item: 42010 GLOVE EXAM NITRILE MEDIUM STERLING PF							
5	50707	120 CA	50707	3000-991100-663100		\$400.00	\$48,000.00 \$0 \$48,000.00
Item: 42011 GLOVE EXAM NITRILE LARGE STERLING PF							
6	50708	78 CA	50708	3000-991100-663100		\$400.00	\$31,200.00 \$0 \$31,200.00
Item: 42012 GLOVE EXAM SMALL NITRILE LAVENDER PF							
7	52817	120 CA	52817	3000-991100-663100		\$475.00	\$57,000.00 \$0



PO Number: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: Partial Customer No:	Comment: SALES ORDER 10084 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE \$413,520.00 MINUS COD DISCOUNT 4% NET 1 \$16,654.00 TOTAL \$396,980.00 SALES ORDER 10089 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE 275,637.50 COD DISCOUNT 4% NET 1 \$11,025.50 TOTAL \$264,612.00 TOTAL OF BOTH SALES ORDERS AND GRAND TOTAL \$661,592.00	Composed By: Donna Point Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
							\$57,000.00
Item: 42013 GLOVE EXAM MEDIUM NITRILE LAVENDER PF							
8	52818	120 CA	52818	3000-991100-663100		\$500.00	\$60,000.00 \$0 \$60,000.00
Item: 41611 COVID19							
10	covid-19	1 EA	COVID-19	3000-991100-663100		\$0	\$0 \$0 \$0
Item: 41946 GLOVE EXAM NITRILE MED STERLING SG WHITE							
11	NG-M	129 CA	41659	3000-991100-663100		\$500.00	\$64,500.00 \$0 \$64,500.00
Item: 41948 GLOVE EXAM NITRILE MED FITGUARD TEXTURED							



PO Number: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: Partial Customer No:	Comment: SALES ORDER 10084 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE \$413,520.00 MINUS COD DISCOUNT 4% NET 1 \$16,654.00 TOTAL \$396,980.00 SALES ORDER 10089 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE 275,637.50 COD DISCOUNT 4% NET 1 \$11,025.50 TOTAL \$264,612.00 TOTAL OF BOTH SALES ORDERS AND GRAND TOTAL \$661,592.00	Composed By: Donna Point Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
12	NG-M	40 CA	FG2502	3000-991100-663100		\$500.00	\$20,000.00 \$0 \$20,000.00
Item: 41999 GLOVE EXAM NITRILE SMALL PF STERLING 3.5MIL							
13	NG-S	69 CA	41658	3000-991100-663100		\$487.50	\$33,637.50 \$0 \$33,637.50
Item: 42000 GLOVE EXAM NITRILE SMALL PREMIER PRO							
14	5002	100 CA	5002	3000-991100-663100		\$525.00	\$52,500.00 \$0 \$52,500.00
Item: 42001 GLOVE EXAM NITRILE MED PREMIER GPRO							
15	5003	100 CA	5003	3000-991100-663100		\$525.00	\$52,500.00 \$0



PO Number: 177061
PO Date: 08/13/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: Partial Customer No:	Comment: SALES ORDER 10084 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE \$413,520.00 MINUS COD DISCOUNT 4% NET 1 \$16,654.00 TOTAL \$396,980.00 SALES ORDER 10089 DELIVER TO UMC [REDACTED] LAS VEGAS, NV 89103 QUOTED PRICE 275,637.50 COD DISCOUNT 4% NET 1 \$11,025.50 TOTAL \$264,612.00 TOTAL OF BOTH SALES ORDERS AND GRAND TOTAL \$661,592.00	Composed By: Donna Point Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
							\$52,500.00

Item: 42002	GLOVE EXAM NITRILE LRG PREMIER PRO						
16	5004	100 CA	5004	3000-991100-663100		\$525.00	\$52,500.00
							\$0
							\$52,500.00
PO Sub Total:			\$689,157.50	Tax Total:		\$0	Purchase Order Total: \$689,157.50

Signature(s): _____

MDE - Florida Import Experts

2633 Park Ian Hallandale

FL 33009

Sales Order

Date	S.O. No.
8/12/2020	10089

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Project
177061	

Item	Description	Ordered	Rate	Amount
NG-M	Nitrile Exam Powder Free Gloves -Medium Medline FG2502	100,000	0.20	20,000.00
NG-M	Nitrile Exam Powder Free Gloves -Medium Halyard 41659	322,500	0.20	64,500.00
NG-S	Nitrile Exam Powder Free Gloves -Small Halyard 41658	172,500	0.195	33,637.50
5002	PermierPro Nitrile Exam Gloves Enhanced Chemo Tested - S	250,000	0.21	52,500.00
5003	PermierPro Nitrile Exam Gloves Enhanced Chemo Tested - M	250,000	0.21	52,500.00
5004	PermierPro Nitrile Exam Gloves Enhanced Chemo Tested - L	250,000	0.21	52,500.00
DISCOUNT	-4% NET 1 Discount ETA : AUG -24		-11,025.50	-11,025.50
		Total		
		\$264,612.00		

MDE - Florida Import Experts

2633 Park lan Hallandale
FL 33009

Sales Order

Date	S.O. No.
8/7/2020	10084

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

Ship To
UMCSN Hospital Universty Medical Center of SN 1800 W charleston BLVD LAS Vegas, NV 89120

P.O. No.	Project
177061	

Item	Description	Ordered	Rate	Amount
55081	PURPLE NITRILE* POWDER-FREE EXAM GLOVES S	240,000	0.19	45,600.00
55082	PURPLE NITRILE* POWDER-FREE EXAM GLOVES M	360,000	0.20	72,000.00
55083	PURPLE NITRILE* POWDER-FREE EXAM GLOVES L	282,000	0.20	56,400.00
50706	STERLING* NITRILE POWDER-FREE EXAM GLOVES S	228,000	0.19	43,320.00
50707	STERLING* NITRILE POWDER-FREE EXAM GLOVES M	240,000	0.20	48,000.00
50708	STERLING* NITRILE POWDER-FREE EXAM GLOVES L	156,000	0.20	31,200.00
52817	LAVENDER NITRILE EXAM GLOVES S	300,000	0.19	57,000.00
52818	LAVENDER NITRILE EXAM GLOVES M	300,000	0.20	60,000.00
DISCOUNT	4% Net 1 Discount		-16,540.00	-16,540.00
		Total		
		\$396,980.00		



PO Number: 175956
PO Date: 07/28/2020

PURCHASE ORDER MODIFIED

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

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #624749111, 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: 175956
PO Date: 07/28/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: On Order Customer No:	Comment: ETA BY AUGUST 7TH 2020 NET 30 QUOTE#10067 SALES ORDER # 10067 ***NO AFTER HOURS OR WEEKEND DELIVERIES PLEASE UNLESS PRIOR ARRANGEMENT MADE FOR EMERGENCY DELIVERY *** SEE FEMA GRANT TERMS AND CONDITIONS Product sale is final subject to specifications provided to UMC on 07/27/2020.	Composed By: Patricia Turner Terms: FOB: Delivery Date: 08/07/2020 Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
Item: 41946 GLOVE EXAM NITRILE MED STERLING SG WHITE							
1	y NG-M	120 CA	41659	3000-991100-663100		\$487.50	\$58,500.00 \$0 \$58,500.00
Item: 41947 GLOVE EXAM NITRILE LRG STERLING SG WHITE							
2	y NG-S	19 CA	41660	3000-991100-663100		\$487.50	\$9,262.50 \$0 \$9,262.50
Item: 41948 GLOVE EXAM NITRILE MED FITGUARD TEXTURED							
3	y NG-M	60 CA	FG2502	3000-991100-663100		\$487.50	\$29,250.00 \$0 \$29,250.00



PO Number: 175956

PO Date: 07/28/2020

PURCHASE ORDER MODIFIED

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
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PO Sub Total:	\$97,012.50	Tax Total:	\$0	Purchase Order Total:	\$97,012.50
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Signature(s): _____



PO Number: 176034
PO Date: 07/29/2020

PURCHASE ORDER MODIFIED

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

SHIPPING INSTRUCTIONS - If shipping charges contractually apply, ship Bill 3rd Party via FedEx account #624749111, 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: 176034
PO Date: 07/29/2020

PURCHASE ORDER MODIFIED

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
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Vendor Code: 867517 PO Type: PO Status: On Order Customer No:	Comment: TERMS - NET 30 DAYS DUE DATE BY - 8/10/2020 QUOTE:10066 ***NO AFTER HOURS OR WEEKEND DLEIVERIES PLEASE UNLESS PRIORP ARRANGEMENTS MADE FOR EMERGENCY DELIVERY *** SEE FEMA GRANT TERSM AND CONDITIONS PRODUCT SALE SI FINAL SUBJECT TO SPECIFICATION PROVIDED TO UMC 7/29/2020	Composed By: Patricia Turner Terms: FOB: Delivery Date: Tax ID Number: Not Null
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Line Modified	Vendor Catalog	Order Quantity	Mfr Catalog Contract	Charge Dept. Sub-Ledger	Project Sub-Project	Price Discount List Price	Ext. Price Tax Ext Price w/ Tax
Item: 41949	GLOVE EXAM NITRILE SMALL CONFIDERM						
1	NG-S	3,300 CA	14-6N32EC	3000-991100-663100		\$190.00	\$627,000.00 \$0 \$627,000.00
PO Sub Total:		\$627,000.00	Tax Total:	\$0	Purchase Order Total:	\$627,000.00	

Signature(s): _____

MCKESSON

Empowering Healthcare

PO Number: 176473

PO Date: 08/04/2020

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: Complete Customer No:		Comment: DUE BY DATE -8-7-2020 NET 30 QUOTE:10074 *NO AFTER HOURS OR WEEKEND DELIVERIES PLEASE UNLESS PRIOR ARRANGEMENT MADE FOR EMERGENCY DELIVERY *** SEE FEMA GRANT TERMS AND CONDITIONS		Composed By: Patricia Turner Terms: 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: 41953 GLOVE EXAM NITRILE MED FLEXAL TOUCH							
1	NG-M	40 CA	88RT03M	3000-705200-120010		\$525.00	\$21,000.00 \$0 \$21,000.00

Item: 41970 GLOVE EXAM NITRILE MED PF CONFIDERM							
2	14-6N54C	43 CA	14-6N54C	3000-705200-120010		\$525.00	\$22,575.00 \$0 \$22,575.00

Item: 41971 GLOVE EXAM NITRILE PF MED CONFIDERM							
3	NG-M	10 CA	14-6976C	3000-705200-120010		\$420.00	\$4,200.00 \$0 \$4,200.00

Item: 41972 GLOVE EXAM NITRILE MED PF N250							
4	88LC05XL	1 CA	88LC05XL	3000-705200-120010		\$483.00	\$483.00 \$0 \$483.00

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: Complete Customer No:			Comment: DUE BY DATE -8-7-2020 NET 30 QUOTE:10074 *NO AFTER HOURS OR WEEKEND DELIVERIES PLEASE UNLESS PRIOR ARRANGEMENT MADE FOR EMERGENCY DELIVERY *** SEE FEMA GRANT TERMS AND CONDITIONS				Composed By: Patricia Turner Terms: 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				
PO Sub Total:		\$48,258.00	Tax Total:		\$0	Purchase Order Total: \$48,258.00					
Signature(s): _____											

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: Florida Imports Exports Inc						
(Include d.b.a., if applicable) Medical Gear Express						
Street Address: 2633 Park Ln			Website: floridaimportsexports.com			
City, State and Zip Code: Hallandale Beach, FL 33009			POC Name: John Cooper			
Telephone No: 954-697-2994			Email: JOHNC@FLASHYS.NET			
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.

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)
Artaham Dayan	owner	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 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	John Cooper Print Name
Senior Account Executive Title	08/17/2020 Date

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

Issue: Emergency Purchase Order with Fisher Scientific	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Emergency Purchase Order with Fisher Scientific for COVID testing supplies; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991200
Description: COVID-19 Testing Supplies
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: Direct Purchase
Amount: \$3,171,815.38
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 Fisher Scientific for COVID-19 testing supplies totaling \$3,171,815.38 to meet the needs of the hospital during the COVID-19 pandemic.

This purchase is pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 332.112(2), NRS 450.525 and NRS 450.530.

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

This purchase order was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

7

Order Confirmation

Customer Purchase Order			Page
4300031899-208			1 of 2
Release Number	Order Number	Order Date	
	C02051927	07/23/2020	
Customer Account	Delivery Terms	Order Placed By	
526292-001	NORMAL DELIVERY	SCOTT KEIGLEY Ph: 702-383-2414 WELDON.EBERHART@THERMOFISHER.COM	
Bill To		Ship To	
UNIVERSITY MED CTR 1800 W CHARLESTON BLVD LAS VEGAS NV 89102 AGNES ATTN: OF SOUTHERN NEVADA		UNIVERSITY MED CTR. OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS,NV. 89102 ATTN: SCOTT KEIGLEY	



Fisher HealthCare

Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY, LLC.

Thank you for your order. Any questions please contact Customer Service.

Phone: 800-640-0640

Email: FisherCustomerService.US@thermofisher.com

Please refer to the order number on all correspondence

For complete terms and conditions visit our website at:

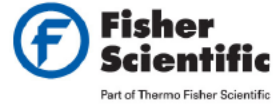
www.fishersci.com/salesterms

Order Scheduled Dates: The following represents order delivery dates unless otherwise noted below the line item. Dates with asterisks (*) indicate adjustments have been made for scheduled weekend deliveries:

07/29/2020	08/05/2020	08/12/2020	08/19/2020	08/26/2020
09/02/2020	09/09/2020	09/16/2020	09/23/2020	09/30/2020
10/07/2020	10/14/2020	10/21/2020	10/28/2020	11/04/2020
11/11/2020	11/18/2020	11/25/2020	12/02/2020	12/09/2020
12/16/2020	12/23/2020	12/30/2020	01/06/2021	01/13/2021
01/20/2021	01/27/2021	02/03/2021	02/10/2021	02/17/2021
02/24/2021	03/03/2021	03/10/2021	03/17/2021	03/24/2021
03/31/2021	04/07/2021	04/14/2021	04/21/2021	04/28/2021
05/05/2021	05/12/2021	05/19/2021	05/26/2021	06/02/2021
06/09/2021	06/16/2021	06/23/2021	06/30/2021	07/07/2021
07/14/2021	07/21/2021			

Qty	UM	Catalog Number	Description	Estimated Delivery Date	Unit Price	Extended Price
10	EA	BP28184	MOLECULAR BIOLOGY GRADE ETHANO HAZARDOUS MATERIAL CUSTOMER PART NUMBER: .			
135	PK	14 488 003	CLIPTIP 200 RK STER PK960 SHELF LIFE 3Y CUSTOMER PART NUMBER: .			
36	PK	04 100 504	CLIPTIP 300 EXT FILTER,ST768PK CUSTOMER PART NUMBER: .			

Order Confirmation



Customer Purchase Order		Page
4300031899-208		2 of 2
Release Number	Order Number	Order Date
	C02051927	07/23/2020

Qty	UM	Catalog Number	Description	Estimated Delivery Date	Unit Price	Extended Price
15	CS	07 200 129	RESERVOIR 100ML BULK 200/CS CUSTOMER PART NUMBER: .			
36	PK	14 387 983	CLIPTIP 1250 FILTER 768PK CUSTOMER PART NUMBER: .			
Merchandise Total (USD)						29,000.72
TOTAL (USD)						29,000.72

THE INVOICE AMOUNT MAY INCLUDE TRANSPORTATION, TAX AND OTHER MISC ORDER CHARGES AS DETERMINED BY YOUR CONTRACT.

WE NOW OFFER HIGHLY COMPETITIVE FINANCING WITH LOW MONTHLY PAYMENTS. PLEASE CONTACT YOUR LOCAL SALES REPRESENTATIVE FOR MORE INFORMATION.

TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE USA-PGH-CS2.

<http://survey.medallia.com/fishersci>

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Fisher Healthcare an unincorporated division of Fisher Scientific Company L.L.C.				
(Include d.b.a., if applicable)						
Street Address:		11450 Compaq Center Drive West, Suite 570		Website: www.fisherhealthcare.com		
City, State and Zip Code:		Houston, TX 77070		POC Name: Stephen Tierney Email: Stephen.tierney@thermofisher.com		
Telephone No:		310-743-9954		Fax No:		
Nevada Local Street Address: (If different from above)		N/A		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Fisher Scientific Company L.L.C. is an indirect and wholly owned subsidiary of Thermo Fisher Scientific Inc. Thermo Fisher Scientific Inc. is publicly traded on the NYSE as TMO and the board of directors can be found at: https://ir.thermofisher.com/investors/corporate-governance/board-of-directors/default.aspx		

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

☒ Yes ☐ No

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Dao Mercer



Dao Mercer

Signature

Print Name

Director, Finance

04/15/2020

Title

Date



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

Blanket Purchase Order 4300031899-208

Page 1 of 2

Order Date	07/23/2020
Last change date	N/A
Payment Terms	Net 90 Days
Buyer	Donna Point
Phone	702-383-2765
Required Delivery Date	06/30/2021
Inco Terms	DESTINATION PREPAY & ADD
Inco Terms(Part 2)	N/A
Validity Period	07/01/2020-06/30/2021
Reference Number	N/A
Confirmation By	EDDIE
Contact Person	KIMBER HARP
Phone Number	

Vendor Address
Vendor Number:861371 FISHER SCIENTIFIC ACCT:526292-001 P 800-640-0640 F 800-290-0290 PO Box 360153 PITTSBURGH PA 15250 Contact Person:
Billing Address
University Medical Center Accounts Payable 1800 W Charleston Boulevard Las Vegas NV 89102
Delivery Address
University Medical Center 1800 W. CHARLESTON BLVD LAS VEGAS NV 89102-2329

STANDING ORDER FOR COVID 19 TESTING SUPPLIES

EFFECTIVE 07/01/2020-06/30/2021

TERMS & CONDITIONS ARE GOVERNED BY HPG LAB DISTRIBUTION AGREEMENT 885

PR 10646565 PLEASE SEE THE ATTACHED WEEKLY SHIPPING SCHEDULE

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	MOLECULAR BIOLOGY GRADE ETHANO 10 EACH A WEEK FOR 52 WEEKS Vendor Material Number: BP28184	520.00	EA		
20	CLIPTIP 200 RK STER PK960 135 PACKS A WEEK FOR 52 WEEKS Vendor Material Number: 14 488 003	7,020.00	PKG		
30	CLIPTIP 300 EXT FILTER, ST768PK 36 PACKS A WEEK FOR 52 WEEKS Vendor Material Number: 04 100 504	1,872.00	PKG		
40	RESERVOIR 100ML BULK 15 CASES A WEEK FOR 52 WEEKS Vendor Material Number: 07 200 129	780.00	CS		
50	CLIPTIP 1250 FILTER 768PK 36 PACKS A WEEK FOR 52 WEEKS	1,872.00	PKG		



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

Page 2 of 2

Blanket Purchase Order 4300031899-208

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
	Vendor Material Number: 14 387 983				
60	STD 10-PACK 1 PACK A WEEK FOR 52 WEEKS Vendor Material Number: 50 950 374	52.00	PKG		
70	DEEPWELL 96 PLATE PS V 50/PK 75 PACKS A WEEK FOR 52 WEEKS Vendor Material Number: 22 387 031	3,900.00	PKG		
					Total \$ 3,142,793.16

INSTRUCTIONS TO VENDOR:

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

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

SIGNATURE

DATE: 07/23/2020

Donna Point

PHONE :702-383-2765

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0204-7427-85	07/22/2020		1 of 3
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
09/20/2020		EBERHART, WELDON	
Customer Reference		Sales Representative	
UMCSN070720 MISC REAGENTS PER WK		WELDON EBERHART	
To place an order	Ph: 800-640-0640	Fx: 800-290-0290	
Submitted To:		Customer Account: 528292-001	
SCOTT KEIGLEY WELDON.EBERHART@THERMOFISHER.COM 702-383-2414		UNIVERSITY MED CTR. OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS NV 89102-2386	



FISHER HEALTHCARE
11450 COMPAQ CNTR DR WEST
SUITE #570
HOUSTON TX 77070-1445



[Click here or go through your purchasing system to fishersci.com quotes](#)

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

Terms and Conditions are governed by HealthTrust Laboratory Distribution Agreement 885

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	520	EA	BP28184	MOLECULAR BIOLOGY GRADE ETHANO Ethanol, >-99.5%, C2H6O, CAS Number-64-17-5, alcohol, anhydrol, alcohol, algrain, ethyl hydroxide, tecsol, ethyl hydrate, grain alcohol, ethyl alcohol, methylcarbinol, 4L, Pass Test, Assay: >-99.5% (v/v), 2ppm max., 78 deg.C, CHEBI:16236, Red, Colorless Vendor Catalog # BP2818-4 Hazardous Material This item is being sold as 1 per each		
2	7020	PK	14 488 003	CLIPTIP 200 RK STER PK960 Thermo Scientific ClipTip Pipette Tips, 200, filter, sterile, Description: ClipTip 200, filter, sterile, Color Code: Yellow, Certifications/Compliance: ISO 9001, ISO 14001, ISO 13485, Compatibility: Thermo Scientific F1-ClipTip, Thermo Scientific E1-ClipTip, Filtered: Filtered, Format: Rack Vendor Catalog # 94420313 Shelf Life 3Y This item is being sold as 10 each per pack		
3	1872	PK	04 100 504	CLIPTIP 300 EXT FILTER,ST768PK Thermo Scientific ClipTip Filtered Pipette Tips (EU IVD/CE-marked), Description: ClipTip 300 Ext, filter, sterile, Color Code: Orange, Certifications/Compliance: ISO 9001, ISO 14001, ISO 13485, Compatibility: Thermo Scientific E1-ClipTip, Thermo Scientific F1-ClipTip, Filtered: Filtered Vendor Catalog # 94420613 This item is being sold as 768 each per pack		

Sales Quotation



Fisher HealthCare

Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0204-7427-85	UMCSN070720 MISC REAGENTS PER WK	2 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
4	780	CS	07 200 129	RESERVOIR 100ML BULK 200/CS Coming Costar Sterile Disposable Reagent Reservoirs, Capacity: 100 mL, Packaging: Bulk, Disposable: Yes, Polystyrene, Dimensions: 145 x 85 x 35mm, Height: 35 mm, Length: 145 mm, Width: 85 mm Vendor Catalog # 4872 This item is being sold as 200 each per case Original Catalog Number 4872		
5	1872	PK	14 387 983	CLIPTIP 1250 FILTER 768PK Thermo Scientific ClipTip Pipette Tips, 1250, filter, sterile, Description: ClipTip 1250, filter, sterile, Color Code: Turquoise, Quantity: 768 tips, Compatibility: Thermo Scientific E1-ClipTip, Thermo Scientific F1-ClipTip, Filtered: Filtered, Format: Rack Vendor Catalog # 94420813 This item is being sold as 768 each per pack Original Catalog Number 94420813		
6	52	PK	50 950 374	STD 10-PACK Standard tube dispensing cassette 10-pack Vendor Catalog # 24072672 Hazardous Material This item is being sold as 10 each per pack		
7	3900	PK	22 387 031	DEEPWELL 96 PLATE PS V 50/PK Thermo Scientific KingFisher Flex Systems Consumables, KingFisher Flex Microtiter Deepwell 96 plate, V-bottom, Description: KingFisher Deepwell 96 Plate, V-bottom, polypropylene, For Use With: KingFisher Flex 96 Deep Well head, KingFisher Duo Prime with 12-pin magnetic head Vendor Catalog # 95040450 This item is being sold as 50 each per pack		

MERCHANDISE TOTAL	3,142,793.16
Hazardous Material Charge	21.50
TOTAL	3,142,814.66

Shipping and handling fees are calculated at the time of shipment

NOTES:

50 950 374 - DIRECT SHIP FROM MANUFACTURER.- 52 WK VOLUME. 22 387 031 DIRECT SHIP FROM MANUFACTURER- 52 WK VOLUME. ALL OTHER ITEMS WILL BE SET UP TO COME OUT OF THE FISHER WH.

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

Issue: Emergency Purchase Order with Health Research System	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Emergency Purchase Order with Health Research System for COVID-19 PPE Supplies; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: COVID-19 PPE Supplies (Gloves)
Bid/RFP/CBE: NRS 332.112(2), (3) and (4)
Term: Direct Purchase
Amount: \$1,504,500
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 Health Research System for COVID-19 PPE Supplies totaling \$1,504,500 to meet the needs of the hospital during the COVID-19 pandemic.

This emergency purchase was made pursuant to NRS 332.112 (2) as an emergency purchase, 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 for ratification by the Governing Board.

This purchase order was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

8



PO Number: 176682
PO Date: 08/06/2020

Vendor:
HEALTH RESEARCH SYSTEM INC
821 6TH AVE

HUNTINGTON, WV 25701

Phone: 1-817-513-2292

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 #624749111, 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: 176682
PO Date: 08/06/2020

Vendor: HEALTH RESEARCH SYSTEM INC 821 6TH AVE HUNTINGTON, WV 25701 Phone: 1-817-513-2292 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: 867488 PO Type: PO Status: On Order Customer No:		Comment:			Composed By: Donna Point Terms: 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: 41984 GLOVE EXAM NITRILE SMALL SYNTHETIC PF LF								
1	NGPF 7001	1,475 CA	NGPF 7001	3000-991100-663100		\$170.00	\$250,750.00 \$0 \$250,750.00	
Item: 41985 GLOVE EXAM NITRILE MEDIUM SYNTHETIC PF LF								
2	NGPF 7002	2,950 CA	NGPF 7002	3000-991100-663100		\$170.00	\$501,500.00 \$0 \$501,500.00	
Item: 41986 GLOVE EXAM NITRILE LRG SYNTHETIC PF LF								
3	NGPF 7003	2,950 CA	NGPF 7003	3000-991100-663100		\$170.00	\$501,500.00 \$0 \$501,500.00	
Item: 41987 GLOVE EXAM NITRILE X-LRG SYNTHETIC PF LF								
4	NGPF 7004	1,475 CA	NGPF 7004	3000-991100-663100		\$170.00	\$250,750.00 \$0 \$250,750.00	
Item: 41611 COVID19								
5	COVID-19	1 EA	COVID-19	3000-991100-663100		\$0	\$0 \$0	



PO Number: 176682
PO Date: 08/06/2020

Vendor:
HEALTH RESEARCH SYSTEM INC
821 6TH AVE

HUNTINGTON, WV 25701

Phone: 1-817-513-2292

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: 867488
PO Type:
PO Status: On Order
Customer No:

Comment:

Composed By: Donna Point
Terms:
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
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\$0

PO Sub Total:	\$1,504,500.00	Tax Total:	\$0	Purchase Order Total:	\$1,504,500.00
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Signature(s): _____



SALES QUOTE

821 6th Ave, Huntington
West Virginia 25701 USA
1 (304) 529-4453

QUOTE #	DATE
CHAFUMC	7/29/20

CUSTOMER		PAYMENT TERMS
Business Name	University Medical Center	No Deposit, Payment 30 days after delivery Partial shipments requires partial payments.
Business Address	1800 W Charleston Blvd	
Business City, State, Zip	Las Vegas NV 89102	NOTES
Contact Person	Ricardo Escobar	
Contact Phone	702 383 7874	
Contact Email	Ricardo.Escobar@umcsn.com	

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	ANEGS Nitrile Gloves Short Cuff			\$ -
2	ANEGS Nitrile Gloves Short Cuff Small	1,475,000	\$ 0.17	\$ 250,750.00
3	ANEGS Nitrile Gloves Short Cuff Medium	2,950,000	\$ 0.17	\$ 501,500.00
4	ANEGS Nitrile Gloves Short Cuff Large	2,950,000	\$ 0.17	\$ 501,500.00
5	ANEGS Nitrile Gloves Short Cuff Extra Large	1,475,000	\$ 0.17	\$ 250,750.00
6			\$ -	\$ -
7			\$ -	\$ -
8	Quoted in US Currency		\$ -	\$ -

ADDITIONAL DETAILS:

Shipment:	Shipping included
Purchase Terms:	CIF - Delivered to Customer
Delivery times are estimates only and subject to production and transport availability.	

PAYMENT DETAILS

Health Research Systems Inc Ref #: CHAFUMC
Chase, Huntington West Virginia
Routing Number: 044000037
Account Number: 611826568

SUBTOTAL (USD)	\$ 1,504,500.00
TAX RATE	0.000%
TAX	\$ -

TOTAL (USD)	\$ 1,504,500.00
-------------	-----------------

CONFIRMED & ACCEPTED BY: Page 88 of 290

X

If you have any questions please contact
[Ashley Fenn: \(606\) 369-0507, afenn@healthresearchsystems.com](mailto:afenn@healthresearchsystems.com)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Health Research Systems				
(Include d.b.a., if applicable)						
Street Address:		821 6th Ave		Website: www.healthresearchsystems.com		
City, State and Zip Code:		Huntington, WV 25701		POC Name: Michael Day Email: mday@healthresearchsystems.com		
Telephone No:		304.529.4453		Fax No: 304.529.4459		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

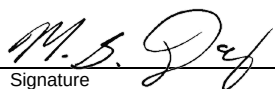
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Michael Day	President	100%

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

- 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	Michael Day Print Name
President Title	5/12/2020 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Third Amendment to the Hospital Agreement with OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Third Amendment to the Hospital Agreement with OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.; and authorize the Chief Executive Officer to sign the Amendment. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – extend through 8/31/2021
Amount: Amendment 3 – revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On September 1, 2015, UMC and OneHealth, Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc. (“OneHealth”) entered into a Hospital Agreement (“Agreement”) to provide its members healthcare access to the hospital and its associated Quick Care facilities. The First Amendment, effective September 1, 2017, extended the term of the Agreement through August 31, 2019 and updated Exhibit II (Reimbursement Terms). The Second Amendment, effective September 1, 2019, extended the term of the Agreement through August 31, 2020 and updated Exhibit II (Reimbursement Terms).

This Third Amendment requests to (i) extend the term of the Agreement for one (1) year effective September 1, 2020 through August 31, 2021, and (ii) update Exhibit II (Reimbursement Terms).

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

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

Cleared for Agenda
August 26, 2020

Agenda Item #

9

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

**THIRD AMENDMENT TO THE HOSPITAL AGREEMENT
ONEHEALTH, HOMETOWN HEALTH PLAN, INC. AND
HOMETOWN HEALTH PROVIDERS INSURANCE COMPANY, INC.
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

THIS THIRD AMENDMENT ("AMENDMENT") is entered into by and between OneHealth, Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc. hereafter referred to as ("Network") and University Medical Center of Southern Nevada, a county-owned Provider established pursuant to the Nevada Revised Statutes Chapter 450, hereafter referred to as ("Hospital").

WHEREAS, the parties have previously executed the Hospital Agreement effective September 1, 2015 ("Agreement"); First Amendment, effective September 1, 2017 extended the term period of the Agreement and adjusted the reimbursement schedule; and Second Amendment, effective September 1, 2019 extended the term period of the Agreement and adjusted the reimbursement schedule; and

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

NOW, THEREFORE, the parties agree as follows:

1. Extend the current Hospital Agreement from September 1, 2020 and ending August 31, 2021 @ 11:59 pm unless otherwise terminated by either party with a ninety (90) day written notice.
2. Delete in its entirety Exhibit II Reimbursement Terms dated September 1, 2019 and replace with Exhibit II Reimbursement Terms dated September 1, 2020, attached hereto, which shall remain in effect until August 31, 2021.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representative below:

HOSPITAL

By: _____

Print Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

TIN: 88-6000436

NETWORK

Who is signed by:

David Hansen

By: _____

Print Name: David Hansen

Title: CEO Hometown Health

Date: 8/14/2020 | 11:49 PDT

TIN: _____

EXHIBIT II
REIMBURSEMENT TERMS

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☒ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Hometown Health Providers Insurance Company, Inc.: Hometown Health Plan, Inc.				
(Include d.b.a., if applicable)		OneHealth				
Street Address:		10315 Professional Cir.		Website: Hometownhealth.com		
City, State and Zip Code:		Reno, NV 89512		POC Name: Danae Lear		
				Email: Dlear@hometownhealth.com		
Telephone No:		775-982-3008		Fax No: 775-982-3751		
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.

DocuSigned by:

David Hansen

David Hansen

Signature

Print Name

CEO Hometown Health

8/17/2020 | 10:42 PDT

Title

Date

Board of Directors

Steve Johnson

Brian Moore

David Line

Brady Dolan

Eathan O'Bryant

Mark Knobel

Jennifer Satre

Brian Loy

Ty Windfeldt

Dave Devereaux

Stephanie Lepori

Marc Mora

Bill Newberg

Bart Scott

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

Issue: Agreement for Temporary Staffing with ACI Federal, Inc.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve for ratification the Agreement for Temporary Staffing with ACI Federal, Inc.; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: Various	Funded Pgm/Grant: N/A
Description: Temporary Staffing Services	
Bid/RFP/CBE: NRS 332.112.2 and 332.115.1(b) - Emergency and Professional Services	
Term: Six months	
Amount: Not to Exceed \$4,915,485.60	
Out Clause: 30 days for cause/ 30 days for convenience	

BACKGROUND:

This request is for ratification of the agreement with ACI Federal, Inc. to provide temporary staffing services to assist with the recent surge in patient care due to COVID-19. The agreement needed immediate execution to secure the presence of Critical Care Registered Nurses and Laboratory Technologists on-site on August 10, 2020. The term is through February 10, 2021, unless terminated with a 30-day written notice for cause or convenience.

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

ACI Federal, Inc.'s Clark County business license is pending.

Cleared for Agenda
August 26, 2020

Agenda Item #

10

**AGREEMENT FOR TEMPORARY STAFFING
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
ACI FEDERAL, INC.**

THIS TEMPORARY STAFFING AGREEMENT (the "Agreement") is made this 6th day of August, 2020 (the "Effective Date") between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Company") and ACI Federal, Inc., a Delaware corporation ("Provider.")

1. SERVICES

1.1 Provider will provide, as requested by Company, employees to work as Critical Care Registered Nurses and Lab Technologists ("Personnel" or "Employee") at Company during the Term. Work assignments, instructions and direction will be provided by Company. Once accepted by Company, the Personnel will remain on the payroll of Provider and, as between the parties, Provider will be solely responsible for any and all wages, salaries, other compensation, employer payroll taxes, workers' compensation coverage, and other fringe benefits, if any, to which Personnel may be entitled during their assignments to Company under this Agreement.

1.2 Provider, at its sole cost and expense, shall undertake a screening and selection of candidates based on Company's selection criteria and unless otherwise expressly agreed with Company's designated Human Resources representative will: i) conduct background checks, ii) verify licensing, iii) confirm that selected candidates have a basic understanding of the position, iv) confirm selected candidate's qualifications for the position, v) conduct a preliminary interview of each candidate to be presented to Company, vi) obtain relevant documentation for each candidate to be presented to Company including recent immunization records (if applicable), and vii) present selected candidates to Company's designated Human Resources representative.

2. FEES AND EXPENSES

2.1 The rates for Personnel shall be:

Resources Needed	Personnel	Hourly Rate	Work Week	Meals	Lodging
20	Critical Care Registered Nurses	\$170.00	36-40 hours per week	\$61.00 per day	\$102.00 per day
11	Laboratory Technologists	\$70.26	40 hours per week	\$61.00 per day	\$102.00 per day

2.2 Provider will submit weekly invoices to Company for Personnel's hours worked the previous week. Payment terms shall be Net 30. Invoices shall be submitted to the following address and shall indicate the Purchase Order Number:

University Medical Center of Southern Nevada
Attn: Accounts Payable
1800 W. Charleston Boulevard
Las Vegas, NV 89102

2.3 Company is not responsible for any expenses incurred by the Provider or Personnel, unless otherwise mutually agreed to by the parties in writing. Travel reimbursements shall be pursuant to Company's Travel Policy, a copy of which is available upon request.

2.4 In the event any Personnel placed by Provider during the Term leaves the Company for whatever reason, Company may request that Provider replace such individual with another acceptable candidate at no additional cost.

2.5 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 Company for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Company's obligations under it shall be extinguished at the end of any of Company's fiscal years in which Company'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. Company 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 current fiscal year. Termination under this section shall not relieve Company of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

2.6 Company'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 Company's purchase order(s) to Company.

3. TERM AND TERMINATION

3.1 The term of this Agreement will be for a period of six (6) months from the Effective Date ("Term.") Thereafter, the Agreement may be renewed on a month to month basis, not to exceed six (6) one-month renewals. The total value of this engagement will not exceed a total of \$4,915,485.60.

3.2 In the event of an uncured material breach of the Agreement by Provider, Company may terminate the Agreement by sending Provider written notice of the nature of such breach and allowing Provider an opportunity to cure such breach within 30 days. If the material breach is not cured within 30 days of written notification, the Agreement will be automatically terminated. Company shall be entitled to pursue, in connection with any breach, such remedies as are provided by law or equity in connection with such breach.

3.3 This Agreement may be terminated at any time for any reason by either party by providing thirty (30) days advance written notice of termination. Any candidates referred prior to the written notice of termination shall fall within the terms of this Agreement.

4. HIPAA

Both parties hereto agree to comply with all applicable provisions of Health Insurance Portability and Accountability Act of 1996. Provider will instruct its Personnel regarding basic HIPAA requirements. In handling Protected Health Information ("PHI" as defined by applicable federal regulation), Personnel, as members of the workforce, will be instructed to follow guidelines set by Company, the covered entity, and immediately be required to execute confidentiality or HIPAA Compliance Agreements. Company agrees to provide Provider with all confidentiality or HIPAA Compliance forms/Agreements Company requires Personnel to sign.

5. INSURANCE

Provider will maintain a commercial general liability insurance policy in an amount not less than \$2 million dollars per occurrence, and \$4 million dollars aggregate and will maintain workers' compensation insurance insuring all Provider employees, including Personnel, in accordance with the statutory requirements of all states where work under this Agreement is performed by Provider employees and Personnel.

6. RELATIONSHIP OF THE PARTIES

It is acknowledged that all candidates referred by Provider shall not be deemed to be the employee, agent, or servant of Company. All candidates for the position must meet the qualifications set forth on the job description found on Exhibit A, attached hereto and incorporated by reference. Personnel must acknowledge and abide by the policies of Company including I-66 Contracted Non Employees, a copy of which is available upon request.

7. NOTICES

Any notice required to be given hereunder shall be deemed effective on the 1st business day after transmission when directed by personal service, facsimile or hand delivery, and on the 3rd business day after transmission when directed via certified U.S. mail, return receipt requested to the party to be notified as set forth below:

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

TO PROVIDER: ACI Federal, Inc.
Attn: Legal Department
500 Lafayette Blvd., Suite 200
Fredericksburg, VA 22401

8. GENERAL PROVISIONS

8.1 Unless amended, the terms of this Agreement shall be controlling as to all items concerning Provider and Company. This Agreement may not be amended, modified, assigned or otherwise transferred by either party without the written agreement of the parties. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law, and all other provisions shall continue in full force.

8.2 This Agreement shall be governed by the laws of the State of Nevada. The parties hereto agree that venue shall lie in Clark County, Nevada for the purpose of any action pursuant to this agreement.

8.3 Provider shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.

8.4 Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its personnel and/or employees, are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement.

8.5 Each party acknowledges and agrees it shall not use the other party's confidential information for any purpose whatsoever without the other party's written consent prior thereto. Provider acknowledges that Company is public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If Company receives a demand for the disclosure of any information related to this Agreement which Provider has claimed to be confidential and proprietary, such as Provider's pricing, programs, services, business practices or procedures, Company will immediately notify Provider of such demand and Provider shall immediately notify Company of its intention to seek injunctive relief in a Nevada court for protective order. Provider shall indemnify, defend and hold harmless Company from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Provider document in Company's custody and control in which Provider claims to be confidential and proprietary.

8.6 Provider agrees to comply with the terms and conditions of the FEMA Contract Rider Compliance Notice and the Byrd Anti-Lobbying Certification attached hereto as Exhibit "B."

8.7 The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

8.8 Each party represents and warrants that (a) it is lawfully organized and in good standing in the State in which its principal office is located; (b) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (c) the person executing this Agreement and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of such party.

8.9 No delay or omission to exercise any right, power, or remedy accruing to either party under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

8.10 This Agreement constitutes the entire agreement between the parties about the subject matter herein, supersedes all prior oral and written agreements between the parties hereto about the subject matter herein, and shall take precedence and control over any terms set forth in any other agreement under which Company and Provider may be parties to.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

ACI Federal, Inc.



Signature
Michael P McNeal
SVP Operations

Title

8/5/2020

Date

University Medical Center of Southern Nevada



Signature
Mason VanHouweling
Chief Executive Officer

Title

8/5/2020

Date

EXHIBIT A

Job Description – Critical Care Registered Nurse

Education/Experience:

Graduation from an accredited school of nursing and one (1) year recent, within the last five years, of critical care experience.

Licensing/Certification Requirements:

Current License by the Nevada State Board of Nursing to Practice as a Registered Nurse, Basic Life support (BLS) certification, and Advanced Cardiac Life Support Certification (ACLS). Some positions may require one or more of the following: Trauma Nurse Core Certification (TNCC); Pediatric Advanced Life Support (PALS); Neonatal Resuscitation Protocol (NRP); additional Certification in the Specialty Area assigned.

Additional and/or Preferred Position Requirements:

Two (2) years recent, within the past five (5) years, RN critical care experience.

Knowledge, Skills, Abilities, and Physical Requirements Knowledge of:

Nursing process (assessment, planning, implementation and coordination of patient care); anatomy and physiology; standards of care; disease process; medical equipment; patient care plan development; patient evaluation and assessment techniques; body mechanics used with ambulating, transferring and repositioning patients; how to use general office equipment including, but not limited to: facsimiles, copiers, telephones and computers; pharmacology and medication administration; Nurse Practice Act; department and hospital safety practice and procedures; patient rights; age specific patient care practices; infection control policies and practices; handling, storage, use and disposal of hazardous materials; department and hospital emergency response policies and procedures.

Skill in:

Implementing nursing process including assessment, planning, implementation and evaluation; working with high risk or critically ill patients; performing invasive nursing procedures associated with area of specialty; using computers and related software applications; communicating with a wide variety of people from diverse socio-economic and ethnic backgrounds; establishing and maintaining effective working relationships with all personnel contacted in the course of duties; efficient, effective and safe use of equipment.

Physical Requirements and Working Conditions:

Mobility to work in a typical clinical setting and use standard equipment, including stamina to remain standing and/or walk for extended periods of time, and strength to examine and treat varied patients, vision to read printed materials and a VDT screen, and hearing and speech to communicate effectively in person and over the telephone. Strength and agility to exert up to 100 pounds of force occasionally, and up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this classification.

Job Description – Clinical Laboratory Technologist

Education/Experience:

Meets the requirements to be licensed as a Medical Technologist (NAC 652.420) or Specialty Technologist (NAC 652.483) in the State of Nevada.

Licensing/Certification Requirements:

A valid State of Nevada license as a Clinical Laboratory Technologist or Specialty Technologist is required or temporary employment for a period NOT exceeding six (6) months may be granted with documentation that the application for license process has been initiated. Failure to obtain and/or maintain licensure will result in termination of employment.

Additional and/or Preferred Position Requirements:

Two (2) years recent, within the past five (5) years, Laboratory Technologist experience.

Knowledge, Skills, Abilities, and Physical Requirements Knowledge of:

Anatomy; proper laboratory techniques, including infection and disease control measures; medical technology related specifically to the department; proper handling and disposal of biohazardous waste; department and hospital safety practices and procedures; patient rights; handling, storage, use and disposal of hazardous materials; infection control policies and practices; department and hospital emergency response policies and procedures.

Skill in:

Applying phlebotomy techniques; applying procedures for emergency situations; applying customer service principles; analyzing blood, urine and other body fluid samples; using laboratory microscopes; troubleshooting and maintaining laboratory instruments and equipment; applying quality controls to laboratory procedures; interpreting laboratory test results and identifying abnormalities; Using a computer and a variety of software applications; communicating with a wide variety of people from diverse socio-economic and ethnic backgrounds under stressful conditions; establishing and maintaining effective working relationships with all personnel contacted in the course of duties; efficient, effective and safe use of equipment.

Physical Requirements and Working Conditions:

Mobility to work in a typical clinical setting and use standard equipment, stamina to stand and/or walk for extended periods of time, vision to read printed materials including a VDT screen; and hearing and speech to communicate effectively in person and over the telephone. Strength and agility to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or an eligible amount of force constantly to move objects.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this classification.

Exhibit B

**COMPLIANCE NOTICE
FEMA TERMS AND CONDITIONS HEREBY INCORPORATED INTO UMC CONTRACTS
AWARDED FOR COVID-19 SUPPLIES, EQUIPMENT, SERVICES**

Please be advised that University Medical Center of Southern Nevada (UMC), its vendors, contractors and all lower-tier subcontractors are subject to mandatory federal regulations for purchases made and labor performed under Federal Emergency Management Agency (FEMA) grant programs.

FEMA provides financial assistance to states, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are subject to the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326.

Recognizing that FEMA's recipients and subrecipients may face exigencies or emergencies when carrying out a FEMA award, this Acknowledgement of Receipt sets forth the information required when utilizing contracted resources under exigent or emergency circumstances.

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for supplies, equipment or services under a Contract, that Contract must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326.

ACI Federal "Vendor/Contractor," hereby acknowledges receipt of the following federal regulations and guidelines incorporated into the Contract between Vendor/Contractor and UMC, dated 8/5/2020.

WHEREAS, on March 13, 2020, the President of the United States declared a Nationwide Emergency Declaration for Coronavirus Disease 2019 (Covid-19) Public Health Emergency.

WHEREAS, UMC is considered a non-Federal entity for purposes of FEMA Public Assistance, and failure of UMC and all contracted vendors to comply with these guidelines may result in UMC's loss of FEMA funds for all Covid-19 related purchases and contracts. UMC, as the non-Federal entity, is solely responsible for ensuring that all language in Covid-19 related Contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, as applicable.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Clean Air Act:

- (1) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Vendor agrees to report each violation to UMC and understands and agrees that the UMC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Vendor agrees to report each violation to the UMC and understands and agrees that the UMC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

PROCUREMENT OF RECOVERED MATERIALS:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SUSPENSION AND DEBARMENT:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by UMC. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UMC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS TO RECORDS: The following access to records requirements apply to this contract:

- (1) Vendor agrees to provide UMC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records

of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, UMC and Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CONTRACT CHANGES OR MODIFICATIONS: Unless agreed otherwise in writing, UMC shall have the right by written order to make changes as to general scope of work, destination, specifications, designs and delivery schedules.

U.S. DEPARTMENT OF HOMELAND SECURITY (“DHS”) SEAL, LOGO AND FLAGS:

Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

LOGO AND FLAGS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the UMC, Vendor, or any other party pertaining to any matter resulting from this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Vendor’s actions pertaining to this contract.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (AS AMENDED): Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael P. McNeal, SVP Operations
Name and Title of Contractor's Authorized Official

8/5/2020
Date

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Vendor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Davis-Bacon wage determinations and reporting requirements may be applicable to the subject Contract for your company and all of your lower tier subcontractors (at any tier), where applicable.

COMPLIANCE WITH THE DAVIS-BACON ACT:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. additionally, contractors are required to pay wages not less than once a week.

COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT:

- a. Vendor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

EQUAL OPPORTUNITY EMPLOYMENT: During the performance of this contract, Vendor agrees as follows:

- (1) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information.
- (4) Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Vendor may request the United States to enter into such litigation to protect the interests of the

United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONFLICT OF TERMS: In the event of a conflict or inconsistency between the terms of the Contract and the aforementioned regulations, the terms of this Compliance Notice shall control and govern the rights and obligations of the Vendor and UMC, as it pertains to Contracts related to Covid-19.

Vendor has received the aforementioned regulations and understand the consequences for failure to comply. Vendor further acknowledges that the regulations Vendor has received may be revised or updated from time to time, and that Vendor has a continuing obligation to implement any changes during the term of the Contract.

Vendor ACI Federal

By: _____  _____

Name: Michael P. McNeal, SVP Operations

Its: _____

Date: 8/5/2020

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:		ACI Federal Inc.				
(Include d.b.a., if applicable)						
Street Address:		500 Lafayette Blvd. Ste. 200		Website: www.acifed.com		
City, State and Zip Code:		Fredericksburg, VA 22401		POC Name: Peter Judd Email: peterjudd@acided.com		
Telephone No:		540-288-6591		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)
Thomas Asefi	CEO	50%
Tony Asefi	Principle Advisor	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	Michael P, McNeal Print Name
SVP Operations Title	7/31/2020 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			

* 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: Lease Agreement from HIP Valley View, LLC	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with HIP Valley View, LLC; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: Offsite Storage Space
Bid/RFP/CBE: N/A
Term: 08/01/2020 – 07/31/2021
Amount: NTE \$192,000.00
Out Clause: Budget Fiscal Fund Out

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

BACKGROUND:

This request is for ratification of an emergency Lease Agreement for approximately 20,000 square feet of storage space from HIP Valley View, LLC. The total base rent due under the lease (\$13,000/month) along with tenant's share of operating expenses (taxes, insurance, common area maintenance) will not exceed \$192,000.00 for the term, August 1, 2020 through July 31, 2021. This lease agreement required immediate execution to timely support UMC's COVID-19 testing efforts in the Las Vegas community and provide short-term overflow space for the hospital's needs.

UMC's Chief Financial Officer and Director of Contracts have reviewed and recommend ratification of this agreement. This Lease Agreement was approved as to form by UMC's Office of General Counsel.

HIP Valley View, LLV has a Clark County business license.

This Lease Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

11

**LEASE AGREEMENT
BETWEEN
HIP VALLEY VIEW, LLC
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

This Lease is made and entered into this 1st day of August, 2020, by and between HIP VALLEY VIEW, LLC, a Delaware limited liability company (hereinafter "**Landlord**"), and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned hospital created pursuant to NRS Chapter 450 (hereinafter "**Tenant**"). Landlord and Tenant are collectively referred to as the "**Parties**".

WHEREAS, the Landlord and Tenant enter into this lease agreement (hereinafter "**Lease**"), and

WHEREAS, this Lease is made upon the following terms, conditions and covenants, to which the Parties agree.

WITNESSETH:

1. Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises described as follows:

[REDACTED] (the "**Premises**") as shown on Exhibit A), consisting of approximately 20,000 square feet within the building known as [REDACTED] (the "**Building**") of Landlord's multi-tenant development known as [REDACTED] (the "**Project**" as shown on Exhibit A-1).

Landlord reserves the right to make such changes, additions and/or deletions to the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time. Tenant acknowledges that neither Landlord (nor any employee or agent of Landlord) has made any representation or warranty with respect to the suitability or use of the Premises or Project for Tenant's intended Permitted Use or operations. Landlord shall have no liability to Tenant whatsoever in the event Tenant cannot conduct its Permitted Use and/or intended operations in the Premises and in addition to any other requirements set forth in the Lease, Tenant shall be solely responsible for any and all costs that relate or pertain to alterations necessary or appropriate to make the Premises comply with any codes, regulations, laws or ordinances for such Permitted Use or operations.

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2. Term.

The term of this Lease shall commence on August 1, 2020 (the "**Term Commencement Date**"), and shall continue for until July 31, 2021, unless terminated earlier pursuant to section 4 hereinbelow.

3. Purpose.

3.1 Tenant agrees to use and occupy the Premises during the term of this Lease for the purpose of office and warehouse space, and for no other purpose or purposes without the written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building.

4. Tenant's Budgetary Limits and Fiscal Fund Out.

4.1 The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and subsections 4.2 and 4.3 below (hereinafter "**Fund Out Clause**").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed the amounts that Tenant has appropriated for rent, maintenance of space and related liabilities for the Premises. Tenant represents and warrants that sufficient have been obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant shall take all appropriate actions and act in good faith to satisfy Tenant's financial obligations under this Lease.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due, provided that Tenant has provided Landlord with written notice of the same by no later than May 1st of any such fiscal year, in which case Landlord may terminate this Lease effective as of June 30th of such year.

5. Monthly Rental Amount.

5.1 Subject to the Fund Out Clause, Tenant agrees to pay, on the first day of each calendar month, the monthly rental amount of Thirteen Thousand and 0/100 Dollars (\$13,000.00) (or \$0.65 per square foot) (excluding any tax for which Tenant presents a statement enumerating the taxes from which it is exempt)(the "**Base Rent**"). Base Rent shall be payable in consecutive monthly installments, in advance, without prior notice, demand, deduction or offset,

commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter, except that the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. Any and all payments which are due, or may become due and owing at any time in the future under the Lease, including but not limited to Rent, Additional Rent, CAM, Expense, reimbursements, and fines shall be paid only in lawful currency of the United States of America (e.g. USD).¹

5.2 In the event the term of this lease commences other than on the first day of a calendar month, or if the termination date is not the last day of a month, a prorated monthly amount shall be paid for the fractional month during which this Lease commences and/or terminates. Payment of rent shall be made by Tenant to Landlord at such addresses as shall from time to time be designated by Landlord to Tenant in writing.

PAYMENT:

[REDACTED]
Unit No. 54
P O Box 4800
Portland, Oregon 97208-4800

5.3 If any sum payable by Tenant to Landlord under this Lease is not paid when due, Tenant shall also pay a late charge equal to One Hundred and 00/100 dollars (\$100.00) or ten percent (10%) of the delinquent amount, whichever is greater. In addition, any amount due from Tenant to Landlord which is not paid when due shall bear interest at an annual rate of fifteen percent (15%). Any interest due under this subsection 5.3 shall not exceed Five Thousand and 0/100 Dollars (\$5,000.00). Any late charges and interest shall be deemed and constitute Additional Rent under the Lease and shall be paid by Tenant within five (5) calendar days from receipt of any statement or invoice from Landlord. Landlord reserves all other rights and remedies provided to Landlord at law and under this Lease. In the event of a dishonored check for any reason, Tenant shall pay to Landlord the sum of One Hundred and 00/100 dollars in addition to any late charge stated herein.

6. Security Deposit.

Landlord hereby waives payment of any security deposit.

7. Utilities, Services and Operating Expenses.

7.1 Landlord shall provide the following utilities and services, which shall be included in Tenant's payment of Operating Expenses: electricity, water, gas, common area janitorial.

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¹ On the date of execution, Tenant shall pay August 2020's Base Rent of \$13,000 and Operating Expense of \$2,535.

7.2 For any utilities or services not enumerated above in subsection 7.1, Tenant shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider. The following utilities are either separately submetered to the Premises or shall be procured by Tenant, each of which shall be the sole responsibility of Tenant: telephone and data, sprinkler charges, cleaning, waste disposal, janitorial for the Premises and other utilities and services (the "Services") used on or from the Premises, penalties, surcharges or the like pertaining thereto.

7.3 Operating Expenses are defined in greater detail in **Exhibit B**. Total monthly Operating Expenses shall not exceed Three Thousand and 0/100 Dollars (\$3,000.00) per month during the term of this Lease.

8. Alterations, Additions or Improvements to Premises.

8.1 Tenant shall not, make any alterations, additions or improvements ("Alterations") to or on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld with respect to proposed Alterations which: (1) comply with all applicable Regulations (defined below); (2) are, in Landlord's opinion, compatible with the Building or the Project and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems, and will not cause the Building or Project or such systems to be required to be modified to comply with any Regulations (including, without limitation, the Americans With Disabilities Act); and (3) will not interfere with the use and occupancy of any other portion of the Building or Project by any other tenant or its invitees. Specifically, but without limiting the generality of the foregoing, Tenant must obtain Landlord's written consent for all plans and specifications for the proposed Alterations, construction means and methods, all appropriate permits and licenses, any contractor or subcontractor to be employed on the work of Alterations, and the time for performance of such work, and may impose rules and regulations for contractors and subcontractors performing such work. Tenant shall also supply to Landlord any documents and information requested by Landlord in connection with Landlord's consideration of a request for approval hereunder. Tenant shall cause all Alterations to be accomplished in a good and workmanlike manner, and to comply with all applicable Regulations. Tenant shall at Tenant's sole expense, perform any additional work required under applicable Regulations due to the Alterations hereunder. All such Alterations shall remain the property of Tenant until the expiration or earlier termination of this Lease, at which time they shall be and become the property of Landlord; provided, however, that Landlord may, at Landlord's option, require that Tenant, at Tenant's expense, remove any or all Alterations made by Tenant and restore the Premises by the expiration or earlier termination of this Lease, to their condition existing prior to the construction of any such Alterations. All such removals and restoration shall be accomplished in a first-class and good and workmanlike manner so as not to cause any damage to the Premises or Project whatsoever. If Tenant fails to remove such Alterations or Tenant's trade fixtures or furniture or other personal property, Landlord may keep and use them or remove any of them and cause them to be stored or disposed of in accordance with applicable law, at Tenant's sole expense.

8.2 Tenant shall not cause, suffer or permit any mechanic's or materialman's

lien or claim to be filed or asserted against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. In the event any lien is recorded against the Premises or the Project, Tenant shall immediately take all necessary steps to remove or bond around such lien.

8.3 Tenant has advised Landlord of its desire to reinforce the doors, install an alarm system for the windows and install exterior cameras on the Premises. Landlord hereby grants its consent to the reinforcement of the doors (so long as any such alterations are to the interior of the doors), the window alarm system, and will grant its consent to the installation of exterior cameras after having the ability to review and approve the installation plan. Upon termination of the Lease Tenant shall remove all of the foregoing alarm systems, reinforcements, cameras, and/or locks at its cost and restore the Premises to its condition pre-installation.

9. Repairs and Maintenance.

9.1 Tenant, at its sole expense, subject to the Fund Out Clause, shall repair and maintain all equipment and trade fixtures furnished by Tenant, in good, safe and sanitary condition, and shall have no obligation to repair those portions of the Building or Premises which Landlord is obligated to or agrees to maintain and repair as set forth in subsection 9.2 hereinbelow. Tenant shall at all times during the Term at Tenant's expense maintain all parts of the Premises and such portions of the Building as are within the exclusive control of Tenant in a good, clean and secure condition and promptly make all necessary repairs and replacements, as determined by Landlord, including but not limited to, all windows, glass, doors, walls, including demising walls, and wall finishes, floors and floor covering, ceiling insulation, truck doors, hardware, dock bumpers, dock plates and levelers, plumbing work and fixtures, downspouts, entries, skylights, smoke hatches, roof vents, electrical and lighting systems, and fire sprinklers, with materials and workmanship of the same character, kind and quality of the Project. Tenant shall at Tenant's expense also perform regular removal of trash and debris. Notwithstanding anything to the contrary contained herein, Tenant shall, promptly reimburse Landlord for the repair to any damage to the Premises or the Building or Project resulting from or caused by any negligence or act of Tenant or a Tenant Party. Nothing herein shall expressly or by implication render Tenant Landlord's agent or contractor to affect any repairs or maintenance required of Tenant under this subsection 9.1, as to all of which Tenant shall be solely responsible.

9.2 Landlord shall, subject to reimbursement by Tenant under this Lease, maintain in good repair, reasonable wear and tear excepted, the structural soundness of the roof, foundations, and exterior walls of the Building together with the common areas and other equipment used in common by tenants in the Project. The term "exterior walls" as used herein shall not include windows, glass or plate glass, doors, dock bumpers or dock plates, special store fronts or office entries. Any damage caused by or repairs necessitated by any negligence or act of Tenant, including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant (each, a "Tenant Party") may be repaired by Landlord at Landlord's option and Tenant's expense. Tenant shall immediately give Landlord written notice of any defect or need of repairs in such components of the Building for which Landlord is responsible, after which Landlord shall have a reasonable opportunity and the right to enter the Premises at all reasonable times to repair same, upon forty-eight (48) hours written notice, except in the case of an emergency. Such notice hereunder may be delivered solely via electronic mail. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance, and there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of repairs, alterations or improvements in or to any portion of the Premises, the Building or the Project or to fixtures, appurtenances or equipment in the Building, except as otherwise provided in this Lease. By taking possession of the Premises, Tenant accepts them "as is," as being in good order, condition and repair and the condition in which Landlord is obligated to deliver them. Landlord has no duty to provide security for any portion of the Project, including, without limitation, the Premises or the common areas. Tenant has assumed sole responsibility and liability for the security of itself, its employees, customers and invitees and their respective property in, on or about the Project. To the extent Landlord elects to provide any security equipment or personnel, Landlord is not warranting the effectiveness of, and Tenant shall not rely on, any such personnel or equipment. Landlord shall not be responsible or liable in any manner for any failure to provide security equipment or personnel, nor for the failure of any such equipment or personnel to prevent injury or property damage in, on or around the Project. Landlord reserves the right to alter, discontinue, change or withdraw any security equipment or personnel at any time without notice and without liability.

9.3 At Tenant's expense, and included in "Common Area Maintenance", Landlord shall have responsibility for the performance of preventive maintenance, repair and replacement of the heating, ventilation and air conditioning (HVAC) systems serving the Premises. Alternatively, Landlord may, upon notice to Tenant, require Tenant to obtain a regularly scheduled preventative maintenance/service contract at Tenant's own expense and in such event both the maintenance contractor and the contract must be approved by Landlord. Any service contract obtained by Tenant must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective and a copy thereof delivered to Landlord no later than the date specified by Landlord.

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9.4 Landlord shall not be liable to Tenant for any damage, injury, or expense incurred by Tenant that is caused by Landlord's failure to repair or maintain the portions of the Premises described in subsection 9.2 hereinabove, unless Tenant has given Landlord written

notice of the need to repair said portions and Landlord has failed to make said repairs within thirty (30) days after receiving written notice. Should Landlord fail to perform its maintenance and repair responsibilities within said period, Tenant may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it deems necessary in its sole discretion, charging the same to the expense of Landlord. In case of an emergency, Tenant is not obligated to give Landlord notice and may provide such maintenance and repairs as Tenant deems necessary, charging the actual cost thereof to the expense of Landlord. An event which constitutes an emergency shall be one which poses an imminent threat of injury to the Building, the Premises or any occupant or invitee thereof.

9.5 In the event the Landlord fails to perform any service, to provide any item, to provide repairs or maintenance as provided in subsection 9.2 hereinabove, or to provide any requirement of this Lease, Tenant may perform the service, provide the item, make the repair, provide the maintenance or meet the requirement, either directly or through a contract. Tenant shall deduct any costs incurred for such services or items, including administrative costs, from the rental payments.

9.6 By entry hereunder, Tenant accepts the Premises as being in good repair and tenantable condition. It is understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as specifically set forth herein, and no representations respecting the condition of the Premises have been made by Landlord to Tenant, except as specifically set forth herein.

10. Parking Space(s).

Tenant shall have the right to the nonexclusive use of the parking facilities of the Project for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval. The use of such parking facilities shall be subject to any rules and regulations as may be adopted by Landlord from time to time.

11. Rules and Regulations; Signage.

Tenant shall, to the extent it has the legal authority to do so, and subject to the Fund Out Clause, comply with the reasonable rules and regulations adopted by Landlord from time to time and all modifications or any additions thereto from time to time put into effect by Landlord. Tenant represents and warrants that the rules and regulations attached hereto as **Exhibit C**, are reasonable, and that Tenant has the legal authority to comply therewith. Landlord may impose a charge against Tenant to correct the violation and to compensate Landlord for the additional administrative costs incurred as a result of Tenant's violation. The amount of the charge, which sum shall be deemed Additional Rent, shall be (a) the actual cost reasonably incurred by Landlord to remedy the violation and/or to correct the harm caused to Landlord or third parties by Tenant's violation, and, (b) the fixed sum of One Hundred Fifty and 00/100 dollars (\$150.00) per violation. Only one such charge shall be imposed even though a violating condition may continue for more than one day, if the Tenant promptly corrects the behavior that gave rise to the violation following receipt of written notice from Landlord.

In the event that Tenant desires to place signage on the Premises, Tenant shall follow the requirements set forth in Exhibit D.

12. Destruction of Premises.

If the Building or the Premises is partially or totally destroyed by fire or other casualty so that the Premises is wholly untenable as determined by Tenant, the Tenant may terminate this Lease upon fifteen (15) calendar days written notice to the Landlord and no further rental will be due. If less than 25% of the Premises is partially or totally destroyed and the remainder the Premises is habitable, then, Tenant shall continue to occupy the Premises and pay Base Rent in an amount that has been abated proportionately to the area that has been damaged.

13. Landlord's Insurance

Landlord insurance is set forth in Exhibit E.

14. Tenant's Insurance

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant. Notwithstanding the foregoing, Tenant shall maintain, through self-insurance or otherwise, the insurance set forth in Exhibit E.

15. Amendment or Modification.

This Lease constitutes the entire agreement between the Parties and may be amended or modified only with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto, and approved by the Tenant's governing board.

16. Assignment, Change of Landlord Ownership; Sublease

16.1 Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord Five Hundred and 00/100 dollars (\$500.00) as a review fee for each transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed transfer. Landlord's consent to a transfer shall not release Tenant from its obligations under this Lease. Landlord's consent to any transfer shall not waive Landlord's rights as to any subsequent transfers.

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17. Notices.

Any notice required to be given hereunder shall be deemed effective when received by the party to whom it is directed. All such notices shall be in writing and may be delivered in person by one party to the other party at the Premises, or may be sent by certified mail, return receipt requested, or by nationally recognized overnight courier to the other party at its respective address set forth below, or to such other address as may hereafter be designated by either party in writing:

Landlord: HIP Valley View, LLC
c/o Harsch Investment Properties
3111 South Valley View Blvd., Suite K-101
Las Vegas, Nevada 89102
Attn: Property Manager
Fax: (702) 368-2930
Email: anabelys@harsch.com

Tenant: UMC
1800 W. Charleston Blvd
Las Vegas, NV 89102
Attn: Contracts Management
Email:

Any notices under this Lease may also be delivered via electronic mail, provided that an additional copy is also sent via first class U.S. Mail.

18. Nevada Law.

The validity, construction, interpretation and effect of this Lease shall be governed by the laws of the State of Nevada, and any dispute or legal proceeding is subject to the jurisdiction of the state courts in the State of Nevada.

19. Covenant of Quiet Enjoyment.

Landlord represents that if Tenant performs all its obligations under this Lease, Tenant shall have and enjoy throughout the term of this Lease the quiet and undisturbed enjoyment of the Premises.

20. Indemnity.

To the extent acceptable under Nevada law, or as determined appropriate or enforceable by a court of competent jurisdiction, Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord, protect and hold harmless Landlord and its affiliates, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "**Landlord Indemnitees**") from and against all claims, losses, liabilities, causes of suit or action, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, consultant's fees, and court costs) arising from or asserted in connection with the use or occupancy of the Premises, the Building or the Project by

Tenant or any Tenant Party, or any negligence or misconduct or omissions of Tenant or of any Tenant Party in or about the Premises or the Project, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, the Building or the Project by or from any cause whatsoever (other than Landlord's gross negligence or willful misconduct), (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 20 shall survive termination or expiration of this Lease.

21. Event of Default.

Each of the following occurrences shall be an "Event of Default" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay Rent or any other amount due and payable hereunder when due; (b) the abandonment or vacation of the Premises by Tenant regardless of whether Rent is paid or not; (c) any failure by Tenant to obtain and maintain insurance and/or deliver insurance certificates required under Paragraph 14; (d) any failure by Tenant to execute and deliver any estoppel certificate or other documents reasonably requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (e) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, including but not limited to any Rules or Regulations or Sign Criteria, where such failure continues for thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; (f) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant or any guarantor (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, or (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease. Any notice of any failure of Tenant required under this Paragraph 21 shall be in lieu of, and not in addition to, any notice required under applicable law.

22. Remedies

Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available at law or in equity, the option to pursue any one (1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

22.1 Terminate this Lease, and Landlord may recover from Tenant all amounts permitted by law necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises, the Building, or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant);

22.2 If Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all

of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

22.3 Landlord shall at all times have the right to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

22.4 Following the occurrence of two instances of late payment of any sum due and owing under this Lease in any twelve (12) month period, Landlord may require that all future amounts payable under this Lease shall be payable by cashier's check or electronic funds transfer, and may require that Tenant increase the Security Deposit to an amount equal to two times the current month's Rent at the time of the most recent default.

22.5 Cure Tenant's default at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Project, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days after notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate.

23. Surrender of Premises.

No agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant took possession under any lease or with any landlord thereof, ordinary wear and tear excepted. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request (even if installed with Landlord's consent) and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

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24. Holding Over.

If Tenant holds over after the expiration or earlier termination of the Term hereof, Tenant shall be a month-to-month tenant and otherwise upon the terms, covenants and conditions herein

specified and Tenant's Base Rent shall be at a rate equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable by Tenant immediately prior to such expiration or termination.

25. Hazardous Materials

As used in this Lease, the term "Hazardous Material" means any flammable items, hazardous or toxic substances, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, pesticides, asbestos, PCBs and similar compounds, and including any materials subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises, the Building or the Project by Tenant or any Tenant Party without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent but in compliance with all applicable laws and Regulations, use legal amount of materials customarily used by occupants of commercial office space, so long as such use does not expose the Premises, the Building or the Project to any risk of contamination or damage or expose Landlord to any liability therefore. In connection with this Lease, Tenant shall complete the Hazardous Materials Questionnaire attached hereto as **Exhibit F**.

26. Third Party Beneficiary.

This Lease is not intended to create any rights, powers or interest in any third party; and, this Lease is entered into for the exclusive benefit of the undersigned Parties.

27. Subordination; Attornment.

This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "Holders") require in writing that this Lease be superior thereto. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument.

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Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease.

In the event that the holder of any such mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

28. Confidentiality.

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

29. Further provisions. Any additional terms and conditions of the Lease, if any, are set forth in the attached Exhibit G.

30. Counterparts.

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

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Landlord

HIP Valley View, LLC,
a Delaware limited liability company

By: Harsch Investment Properties
Management, LLC, its Manager

By: 
DocuSigned by:
8447F7F478EF4A3...

Tenant

University Medical Center of
Southern Nevada

By: 

Name: Reed Gottesman
Title: SVP Regional Manager

Mason VanHouweling
Chief Executive Officer

EXHIBIT A
PREMISES

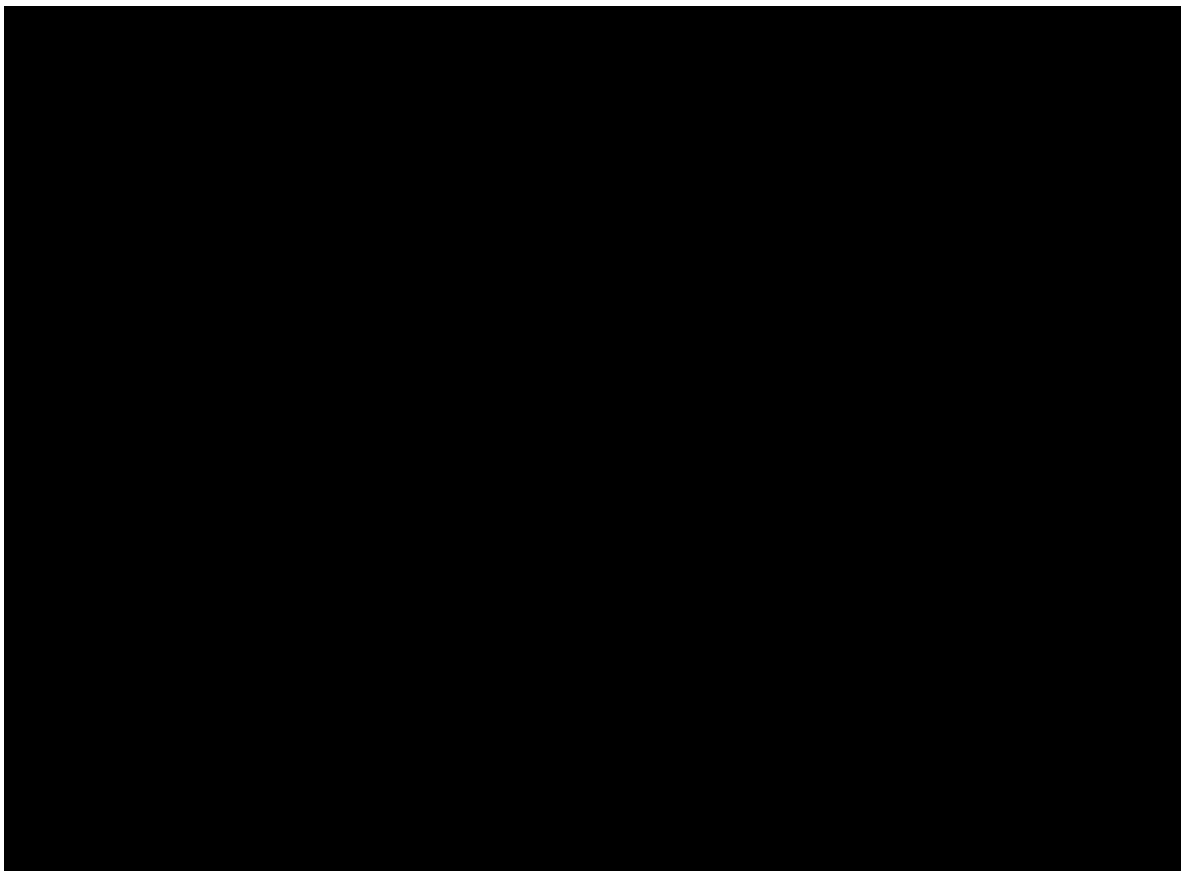


EXHIBIT A-1
PROJECT



EXHIBIT B

OPERATING EXPENSES

7.3 Operating Expenses. In addition to the Base Rent required to be paid hereunder, Tenant shall pay as Additional Rent, Tenant's Proportionate Share of the Building and/or Project (as applicable), as defined in the Basic Lease Information, of Operating Expenses in the manner set forth below. Landlord and Tenant acknowledge that if the number of buildings which constitute the Project increases or decreases, or if physical changes are made to the Premises, Building and/or Project or the configuration of any thereof, Landlord may at its discretion adjust Tenant's Proportionate Share of the Building and/or Project to reflect the change. Landlord's determination of Tenant's Proportionate Share of the Building and/or Project shall be conclusive absent manifest error. "Operating Expenses" shall mean all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay, because of or in connection with the ownership, management, maintenance, repair, preservation, replacement and operation of the Building and/or Project and its supporting facilities and such additional facilities now and in subsequent years as may be determined by Landlord to be necessary or desirable to the Building and/or Project other than those expenses and costs which are specifically attributable to Tenant or which are expressly made the financial responsibility of Landlord pursuant to this Lease. Operating Expenses shall also include, but are not limited to, the following:

7.3.1 Taxes. All real property taxes and assessments, possessory interest taxes, sales taxes, personal property taxes, business or license taxes or fees, gross receipts taxes, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, transit charges, and other impositions, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind (including fees "in-lieu" of any such tax or assessment) which are now or hereafter assessed, levied, charged, confirmed, or imposed by any public authority upon the Landlord, Building, or the Project, its operations or the Rent (or any portion or component thereof), or any tax, assessment or fee imposed in substitution, partially or totally, of any of the above. Operating Expenses shall also include any taxes, assessments, reassessments, or other fees or impositions with respect to the development, leasing, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, Building or Project or any portion thereof, including, without limitation, by or for Tenant, and all increases therein or reassessments thereof whether the increases or reassessments result from increased rate and/or valuation (whether upon a transfer of the Building or Project or any portion thereof or any interest therein or for any other reason). Operating Expenses shall not include inheritance or estate taxes imposed upon or assessed against the interest of any person in the Project, or taxes computed upon the basis of the net income of any owners of any interest in the Project. If it shall not be lawful for Tenant to reimburse Landlord for all or any part of such taxes, the monthly rental payable to Landlord under this Lease shall be revised to net Landlord the same net rental after imposition of any such taxes by Landlord as would have been payable to Landlord prior to the payment of any such taxes.

7.3.2 Insurance. All insurance premiums and costs, including, but not limited to, any deductible amounts, premiums and other costs of insurance incurred by Landlord, including for the insurance coverage required under Paragraph 13 below.

7.3.3 Common Area Maintenance.

7.3.3.1 Repairs, replacements, and general maintenance of and for the Building and Project and public and common areas and facilities of and comprising the Building and Project, including, but not limited to, the roof and roof membrane, elevators, mechanical rooms, alarm systems, pest extermination, landscaped areas, parking and service areas, driveways, sidewalks, truck staging areas, rail spur areas, fire sprinkler systems, sanitary and storm sewer lines, utility services, heating/ventilation/air conditioning systems, electrical, mechanical or other systems, telephone equipment and wiring servicing, plumbing, lighting, and any other items or areas which affect the operation or appearance of the Building or Project, which determination shall be at Landlord's discretion, except for: those items to the extent paid for by the proceeds of insurance; and those items attributable solely or jointly to specific tenants of the Building or Project.

7.3.3.2 Repairs, replacements, and general maintenance shall include the cost of any improvements made to or assets acquired for the Project or Building that in Landlord's discretion may reduce any other Operating Expenses, including present or future repair work, are necessary for the health and safety of the occupants of the Building or Project, or for the operation of the Building systems, services and equipment, or are required to comply with any Regulation, such costs or allocable portions thereof to be amortized over such reasonable period as Landlord shall determine, together with interest on the unamortized balance.

7.3.3.3 Payment under or for any easement, license, permit, operating agreement, declaration, restrictive covenant or instrument relating to the Building or Project.

7.3.3.4 All expenses and rental related to services and costs of supplies, materials and equipment used in operating, managing and maintaining the Premises, Building and Project, the equipment therein and the adjacent sidewalks, driveways, parking and service areas, including, without limitation, expenses related to service agreements regarding security, fire and other alarm systems, janitorial services to the extent not furnished

by Tenant under Paragraph 7.2 hereof, window cleaning, elevator maintenance, Building exterior maintenance, landscaping and expenses related to the administration, management and operation of the Project.

7.3.3.5 The cost of supplying any services and utilities which benefit all or a portion of the Premises, Building or Project to the extent not furnished by Tenant under Paragraph 7.2 hereof.

7.3.3.6 Legal expenses and the cost of audits by certified public accountants; provided, however, that legal expenses chargeable as Operating Expenses shall not include the cost of negotiating leases, collecting rents, evicting tenants nor shall it include costs incurred in legal proceedings with or against any tenant or to enforce the provisions of any lease.

7.3.3.7 A management fee equal to five percent (5%) of the sum of the Landlord's effective gross income from the Project which consists of the gross rents charged the tenants of the Project plus expense reimbursements and other operating income.

The above enumeration of services and facilities shall not be deemed to impose an obligation on Landlord to make available or provide such services or facilities except to the extent if any that Landlord has specifically agreed elsewhere in this Lease to make the same available or provide the same. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall be responsible for providing adequate security for its use of the Premises, the Building and the Project and that Landlord shall have no obligation or liability with respect thereto, except to the extent if any that Landlord has specifically agreed elsewhere in this Lease to provide the same.

7.4 **Payment of Estimated Operating Expenses.** "Estimated Operating Expenses" for any particular year shall mean Landlord's estimate of the Operating Expenses for such calendar year. During the last month of each calendar year during the Term, or as soon thereafter as practicable, Landlord shall give Tenant written notice of the Estimated Operating Expenses for the ensuing calendar year. Tenant shall pay Tenant's Proportionate Share of the Estimated Operating Expenses together with monthly installments of Base Rent for the calendar year to which the Estimated Operating Expenses applies on the first day of each calendar month during such year, in advance, prorated for any partial month, if applicable. If at any time during the course of the calendar year, Landlord determines that Operating Expenses are projected to vary from the then Estimated Operating Expenses by more than five percent (5%), Landlord may, by written notice to Tenant, revise the Estimated Operating Expenses for the balance of such calendar year, and Tenant's monthly installments for the remainder of such year shall be adjusted so that by the end of such calendar year Tenant has paid to Landlord Tenant's Proportionate Share of the revised Estimated Operating Expenses for such year.

7.5 **Computation of Operating Expense Reconciliation.** "Operating Expense Reconciliation" shall mean the difference between Estimated Operating Expenses and actual Operating Expenses for any calendar year as determined below. Within one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement of actual Operating Expenses for the calendar year just ended, accompanied by a computation of Operating Expense Reconciliation. If such statement shows that Tenant's monthly payment based upon Estimated Operating Expenses are less than Tenant's Proportionate Share of Operating Expenses, then Tenant shall pay to Landlord the difference within twenty (20) days after receipt of such statement. If such statement shows that Tenant's payments of Estimated Operating Expenses for the previous calendar year exceed Tenant's Proportionate Share of Operating Expenses, then (provided that Tenant is not in default under this Lease) Landlord shall pay to Tenant the difference within thirty (30) days after delivery of such statement to Tenant. If this Lease has been terminated or the Term hereof has expired prior to the date of such statement, then the Operating Expense Reconciliation shall be paid by the appropriate party within thirty (30) days after the date of delivery of the statement. Tenant's Proportionate Share of the Operating Expense Reconciliation shall be prorated based on the actual number of days and the number of calendar months during such calendar year that this Lease is in effect. Notwithstanding anything to the contrary contained in Paragraph 7.3 or 7.4, Landlord's failure to provide any notices or statements within the time periods specified in those paragraphs shall in no way excuse Tenant from its obligation to pay Tenant's Proportionate Share of Operating Expenses.

7.6 **Net Lease.** This shall be a net Lease and Base Rent shall be paid to Landlord net of all costs and expenses, except as specifically provided to the contrary in this Lease. The provisions for payment of Operating Expenses and the Operating Expense Reconciliation are intended to pass on to Tenant and reimburse Landlord for all costs and expenses of the nature described in Paragraph 7.3, incurred in connection with the ownership, management, maintenance, repair, preservation, replacement and operation of the Building and/or Project and its supporting facilities and such additional facilities now and in subsequent years as may be determined by Landlord to be necessary or desirable to the Building and/or Project.

7.7 **Tenant Audit.** If Tenant disputes the amount set forth in any statement provided by Landlord under Paragraph 7.5 above, Tenant shall have the right, not later than twenty (20) days following receipt of such statement and upon the condition that Tenant shall first deposit with Landlord the full amount in dispute, to cause Landlord's books and records with respect to Operating Expenses for such calendar year to be audited by a certified public accountant selected by Tenant and subject to Landlord's right of approval. The Operating Expense Reconciliation may be adjusted in accordance with the audit. If the audit discloses a discrepancy in Tenant's favor in excess of ten percent (10%) of Tenant's Proportionate Share of the Operating Expenses

previously reported, the cost of the audit shall be borne by Landlord; otherwise the cost of the audit shall be paid by Tenant. If Tenant does not request an audit in accordance with the provisions of this Paragraph 7.7 within twenty (20) days after receipt of Landlord's statement provided pursuant to Paragraph 7.5, such statement shall be final and binding for all purposes hereof. Tenant acknowledges and agrees that any information revealed in the above described audit may contain proprietary and sensitive information and that significant damage could result to Landlord if such information were disclosed to any party other than Tenant's auditors. Tenant shall not in any manner disclose, provide or make available any information revealed by the audit to any person or entity without Landlord's prior written consent, which consent may be withheld by Landlord in its sole and absolute discretion. The information disclosed by the audit will be used by Tenant solely for the purpose of evaluating Landlord's books and records in connection with this Paragraph 7.7.

EXHIBIT C
RULES AND REGULATIONS

Except as otherwise expressly provided in the Lease to which this exhibit is attached, the following Rules and Regulations shall apply:

1. The sidewalk, entries and driveways of the Project shall not be obstructed by Tenant or its agents or used by them for any purpose other than ingress and egress to and from the Premises.
2. a. Tenant must properly remove and dispose of fats, oils and grease ("FOG") and shall NOT dispose of FOG down a toilet or a drain. Tenant shall comply with all applicable laws, rules and regulations regarding the disposal of FOG. Tenant acknowledges that if FOG is improperly disposed of, it can cause significant problems in the sewer line and possibly lead to sewer overflows.

b. Tenant must establish an effective FOG management program for recyclable grease, interceptor and grease trap waste. Tenant must provide Landlord with monthly receipt showing that they have had a certified company effectively clean out and service grease interceptors.

c. Tenant shall be liable for the costs of repairs and any damages that relate or pertain to the failure to maintain and follow an adequate FOG maintenance and disposal system.
3. Tenant and its employees, invitees and guests shall at all times comply with the Nevada Clean Indoor Air Act and there shall be no smoking of any kind in or around the Premises. In addition, no vaping or electronic smoking devices of any nature shall be used in or around the Premises.
4. Tenant shall not place any objects, including antennas, satellites, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises or on the roof of the Project, without Landlord's explicit consent. No A-frame signs allowed on the Project, the landscaping or the sidewalks.
5. Except for seeing-eye dogs or service animals, no animals, including birds or reptiles, shall be allowed in the offices, halls, corridors or common areas in the Project. Feeding of pigeons is strictly prohibited.
6. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises including revving and testing of engines, vehicles and car stereo systems.
7. If Tenant desires data or telephone lines or other electric connections or installations in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense, with prior written authorization from Landlord.
8. Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business in the Premises except as specifically approved in the Lease. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project. Tenant cannot under any circumstances spray paint objects inside of or outside of leased Premises, unless using a certified paint booth.
9. Parking any type of recreational vehicles is specifically prohibited on or about the Project. No vehicle of any type shall be stored in the parking areas at any time. In the event a vehicle is disabled, improperly or illegally parked, or the vehicle is without a current license plate and tag, it shall be towed within 24 hours at the Tenant's expense. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in designated parking areas in conformity with all signs and other markings and cannot take more than one designated parking space. All parking will be open parking; numbering or lettering of individual spaces will not be permitted except as specified by Landlord. The parking lot cannot be used for the testing of vehicles, motorcycles, choppers, ATVs, motor scooters and pocket bikes, etc.
10. Landlord reserves the right to designate areas for employee parking.
11. Tenant shall maintain the Premises free from rodents, insects and other pests. Interior extermination/spraying are the Tenant's responsibility.

12. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.
13. a. Tenant agrees that all Tenants' trash and rubbish shall be deposited in receptacles and that Tenant shall not cause or permit any trash receptacles to remain outside the building. Tenant cannot use on-site compactor/dumpsters for the disposal of any manufacturing materials and by-products, landscaping refuse, glass panes, etc., or for excessive amounts of any type of refuse. The compactor/dumpsters are for ordinary office refuse only. All boxes and pallets must be crushed or broken down before placing them into the compactor. All movable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose. In the event Landlord provides or designates trash receptacles, Tenant agrees, at its own cost and expense, to cause such receptacles to be emptied and trash removed. Tenant agrees to bag trash before depositing it in the authorized trash area. Landlord reserves the right to contract for trash removal and bill Tenant for said service.

b. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.
14. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, exterior electrical lights and fixtures, heating apparatus or any other service equipment affecting the Premises. Any damages caused by lack of notice by Tenant to Landlord will be the responsibility of the Tenant.
15. Tenant shall not permit storage outside the Premises including, without limitation, outside storage of pallets, trucks, trailers and other vehicles or dumping of waste or refuse or permit any harmful materials to be placed in any drainage or sanitary system or trash receptacle in or about the Premises.
16. No auction, public or private, will be permitted on the Premises or the Project. No sidewalk sales allowed.
17. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
18. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease.
19. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
20. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.
21. No vehicle washing allowed on Property or Premises unless provided by contracted service that does not use Property water. Exterior Property water is for Landlord only and not for the use of the Tenant, unless permission is given to the Tenant by written notice.
22. No auto/vehicle repair work is to be done anywhere on Property, except the interior of Tenant's Premises, if that is Tenant's business activity as stated in the lease. Tenants who repair customer vehicles as part of their business cannot park such vehicles overnight in the parking lot. They must be stored inside the Tenant's Premises.
23. The maximum speed limit for all vehicles on the property is 10 miles per hour or as posted, depending on conditions. The Tenant is responsible for compliance of all traffic regulations by it and its employees, vendors, clients and customers.

EXHIBIT D
SIGN CRITERIA

1. **Purpose.** These Sign Criteria have been established for the purpose of maintaining a consistent overall appearance of the Project and shall be strictly enforced.
2. **Signage.** As used herein, Signage shall mean any signs, advertising placards, banners, pennants, names, insignias, trademarks, balloons, flags, decals or other decorative or descriptive material installed on the Project.
3. **Tenant Responsibility.** Tenant, at its sole expense, shall be solely responsible for any Signage it uses at the Premises, and shall, at its sole cost and expense conform with these Sign Criteria and all applicable laws, obtain required permits, install, maintain and remove such Signage, as well as restore the Premises to Landlord's satisfaction after such Signage is removed.
4. **Approved Contractor.** Tenant shall contract with a professionally licensed sign company approved by Landlord for the design, fabrication and installation of Tenant's Signage.
5. **Landlord Approval Required.** Tenant shall obtain Landlord's written approval prior to the installation or removal of any Signage on the Premises. Prior to Tenant's Signage installation, Tenant shall submit to Landlord for its review and approval, a scaled drawing of Tenant's proposed Signage including colors, construction details, method of attachment, electrical loads and electrical plans. Any sign installed without the prior approval of Landlord will be brought into conformity or removed at Tenant's expense.
6. **Permitted Signage.** Tenant may place Signage at Tenant's main entrance to display Tenant's business name, type of business and/or logo only. Tenant may also install Signage at Tenant's main entrance to display Tenant's hours of operation and such other information approved by Landlord in writing. Landlord shall designate the specific location of Tenant's Signage.
7. **Sign Specifications.** All Tenant Signage shall comply with all applicable laws and ordinances, these Sign Criteria and the Sign Specifications attached hereto as **Exhibit C-1**.
8. **Installation.** Tenant shall notify Landlord prior to the installation of any Signage. Tenant or its contractor shall repair any damage to any property caused by such installation work.
9. **Maintenance.** Tenant shall maintain its Signage, including the illumination of the same at its sole cost and expense. Landlord may repair or maintain Tenant's Signage, at Tenant's expense, if Tenant does not maintain its signage after ten days written notice from Landlord.
10. **Removal.** Tenant shall remove all of its Signage upon the expiration or early termination of the Lease. Tenant shall notify Landlord prior to such removal. Landlord, at Tenant's expense, shall repair any damage to the building required as a result of Tenant's sign removal.
11. **Interior Signage.** Except as provided herein, no signs visible from the exterior of the Premises shall be permitted in the interior of the Premises without Landlord's prior written consent.
12. **Vehicle Signs.** Without restricting Tenant's right to park its delivery or other vehicles used in the normal course of business on the Project, no signs may be affixed to any vehicles or trailers parked on the Project.
13. **Prohibited Signs.** Signs consisting of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or otherwise animated light are prohibited. Off-premise signs or any sign installed for the purpose of advertising a product, event, person, or subject other than Tenant's Permitted Use are prohibited, without prior written consent of the Landlord.
14. **No installation without Landlord Approvals.** Except as provided herein, no Signage shall be affixed, without Landlord's prior approval, anywhere on the Project, including but not limited to on the glass, in the window area or on the exterior walls of the building, landscaping areas, sidewalks or the driveways or parking areas of the Project.
15. **Changes.** These Sign Criteria are subject to change by Landlord. In the event Landlord changes the Sign Criteria for the Project during the term of this Lease, Landlord may update Tenant's Signage in compliance with the new Sign Criteria provided that any costs associated with such change shall be at Landlord's sole expense.

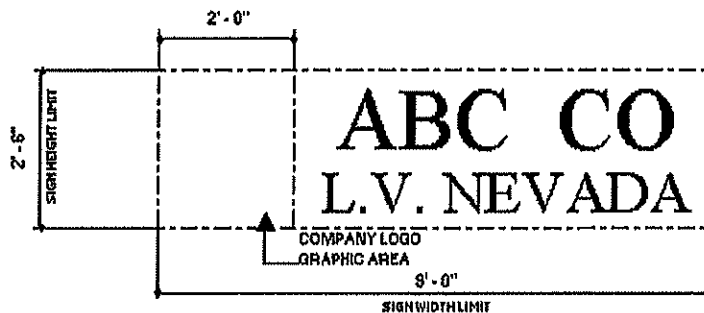
EXHIBIT D-1
SIGN SPECIFICATIONS



These sign criteria have been established for the purpose of maintaining the overall appearance of Post Commerce Center.

Identification Signage

1. Signs shall be made from high-density foam cut letters with black fascia with black sides in a font style to be specified by Tenant. Signs will be glue adhered to the concrete face of the building in a location to be designated by Landlord.
2. The letter style, wording and logo shall be submitted to Landlord for approval.
3. The maximum sign dimensions, including Tenant's logo, shall be 2' 6" in height and 9' 0" in length. The sign and/or logo shall be centered within the center panel above the main entrance. Letters and logo shall have a depth of 2" to 2 1/2".
4. No electrical signs shall be permitted.
5. Following, for the purpose of reference only, is an example of a typical to-scale sign layout.



Information Signage

1. Tenant's information signage shall only be installed in the area designated by Landlord on the door or storefront of the building at Tenant's main entrance.
2. Tenant's Information signage shall consist of white vinyl letters not to exceed 2" in height.

EXHIBIT E **INSURANCE**

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease (or earlier authorized occupancy) and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and/or the Project by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this Exhibit B shall be endorsed to (i) name Landlord as an additional insured and Tenant shall not allow such insurance to lapse, be terminated or altered without thirty (30) days' prior written notice to the Landlord; and (ii) be primary and non-contributing with Landlord's insurance. The property insurance coverage required of Tenant shall be endorsed to waive all rights of subrogation by the insurance carrier against Landlord or shall otherwise state that the carrier shall be so bound by Tenant's waiver of the carrier's right of subrogation. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit B is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit B. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AX or better in "Best's Insurance Guide" and authorized to do business in the State of Nevada. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$10,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. All insurance maintained by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control.

1. **Property Insurance.** Landlord agrees to maintain property insurance insuring the Building against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, in the form and with deductibles and endorsements as selected by Landlord. At its election, Landlord may instead (but shall have no obligation to) obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Landlord.

Waiver of Subrogation. Without limiting the effect of any other waiver of or limitation on the liability of Landlord set forth herein, neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) for any loss of or damage to tangible property, regardless of negligence of Landlord or Tenant, to the extent such loss or damage would be insured under a policy of insurance required hereunder (or, if greater or broader coverage is actually maintained, then to the extent of such greater or broader coverage).

EXHIBIT F
HAZARDOUS MATERIALS QUESTIONNAIRE

This questionnaire is designed to solicit information regarding your proposed use of hazardous or toxic materials. Further information may be requested regarding your plans for hazardous and toxic materials management.

Your cooperation in this matter is appreciated. If you have any questions do not hesitate to call us for assistance.

I. PROPOSED LESSEE OR TENANT

University Medical Center Of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450
Name (Corporation, Individual, Corporate or Individual DBA, or Public Agency)

Street Address

City, State, Zip Code

Contact Person & Title: Michael Langley / Safety Program Manager

Telephone Number: 702-383-2007

Facsimile Number: _____

II. LOCATION AND ADDRESS OF PROPOSED LEASE

Street Address

City, State, Zip Code

III. DESCRIPTION OF PROPOSED FACILITY USE

Describe proposed use and operation of Premises including principal products or service to be conducted at facility:

Does the operation of your business involve the use, generation, treatment, storage, transfer or disposal of hazardous wastes or materials? ☒ Yes ☐ No . If yes, please complete Section IV.

IV. PERMIT DISCLOSURE

Does the operation of your business require permits, license or plan approval from any of the following agencies?

U.S. Environmental Protection Agency

Air Quality Management District

City or County Sanitation District

Bureau of Alcohol, Firearms and Tobacco

State Department of Health Services

City or County Fire Department

U.S. Nuclear Regulatory Commission

Regional Water Quality Control Board

Indicate permit or license numbers, issuing agency and expiration date or renewal date, if applicable.

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If your answer is yes to any of the above questions please complete Sections V and VI.

V. HAZARDOUS MATERIALS DISCLOSURE

Will any hazardous or toxic materials or substances be stored onsite? Yes ☒ No ☐ . If yes, please describe the materials or substances to be stored, quantities and proposed method of storage (i.e., drums, cylinders, other), and whether the material is a Solid (S), Liquid (L) or Gas (G):

Quantity On A
Material

N/A

Storage Method

N/A

Monthly Basis

N/A

Attach all MSDS Sheets.

Is any facility modification required or planned to mitigate the release of toxic or hazardous substance or wastes into the environment? Yes ☒ No ☐ . If yes, please describe the proposed facility modifications:

N/A

VI. HAZARDOUS WASTE DISCLOSURE

Will any hazardous waste, including recyclable waste, be generated by the operation of your business? Yes ☒ No ☐ . If yes, please list the hazardous waste that will be generated at the facility, its hazard class and volume/frequency of generation on a monthly basis.

Waste Name

N/A

Hazard Class

N/A

Volume/Month

N/A

Attach additional sheets if necessary.

If yes, please also indicate if any such wastes are to be stored within the Premises and the proposed method of storage (i.e., drums, cylinders, other).

Waste Name

N/A

Storage Method

N/A

If yes, please also describe the method(s) of disposal for each waste. Indicate where disposal will take place and method of transportation to be used:

N/A

Is any treatment or processing of hazardous wastes to be conducted onsite? Yes ☒ No ☐ . If yes, please describe proposed treatment/processing methods:

N/A

Which agencies are responsible for monitoring and evaluating compliance with respect to the storage and disposal of hazardous materials or wastes at or from the Premises? (Please list all agencies)

SEE Section IV

Have there been any agency enforcement actions regarding the company facilities, or any existing company facilities, or any past, pending or outstanding administrative orders or consent decrees? Yes ☒ No ☐ . If yes, have there been any continuing compliance obligations imposed on your company as a result of decrees or orders? Yes ☐ No ☐ . If yes, please describe:

N/A

Has the company been the recipient of requests for information, notice and demand letters, cleanup and abatement orders, or cease and desist orders or other administrative inquiries? Yes ☒ No ☐ . If yes, please describe:

N/A

Are there any pending citizen lawsuits, or have any notices of violations been provided to the company or any existing facilities pursuant to the citizens suit provisions of any statute? Yes ☒ No ☐ . If yes, please describe:

N/A

Have there been any previous lawsuits against the company regarding environmental concerns? Yes ☒ No ☐ . If yes, please describe how these lawsuits were resolved?

N/A

Has an environmental audit ever been conducted at any of your company's existing facilities? ☒ Yes ☐ No ☐ . If yes, please describe the audit, when it was conducted and by whom:

Semi-Annual EPA Inspections

Does your company carry environmental impairment insurance? ☒ Yes ☐ No ☐ . If yes, what is the name of the carrier and what are the effective periods and monetary limits of such coverage?

Travelers

7/1/20 - 7/1/21

Aggregate limit \$500,000 - policy year

This Hazardous Materials Questionnaire is certified as being true and accurate and has been completed by the party whose signature appears on the Lease on behalf of Tenant as of the date set forth on the Lease.

EXHIBIT G
FURTHER PROVISIONS

Paragraph 32: Broker

Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of Larry Singer of Newmark Knight Frank, located at 3930 Howard Hughes Pkwy, Suite 180, Las Vegas, Nevada 89169, who represented Tenant and Chris Lane of Colliers International located at 3960 Howard Hughes Parkway, Suite 150, Las Vegas, Nevada 89169, who represented the Landlord, who represented Landlord. Landlord shall pay a commission to such brokers in accordance with a separate agreement.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		HIP Valley View, LLC				
(Include d.b.a., if applicable)						
Street Address:		3111 S. Valley View Suite K101		Website:		
City, State and Zip Code:		Las Vegas, Nevada 89102		POC Name:		
Telephone No:		(702) 220-5329		Email: anabelys@harsch.com		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

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

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

- 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.

<i>Anabely Swanson</i> Signature	Annie Swanson Print Name
Senior Property Manager Title	7/14/2020 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			

* 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:	Staffing Services Agreement with Mercy, Inc. and MedicWest Ambulance, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Staffing Services Agreement with Mercy, Inc. and MedicWest Ambulance, Inc.; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000991200	Funded Pgm/Grant: N/A
Description: Temporary Staffing Services	
Bid/RFP/CBE: NRS 332.112 (2), 332.115.1(b) – Professional Services	
Term: One Year	
Amount: Not to Exceed \$700,000	
Out Clause: 30 days for cause/ 60 days for convenience	

BACKGROUND:

This request is for approval of the agreement with Mercy, Inc. and MedicWest Ambulance, Inc. (“Providers”) to provide medical technician-basic personnel to assist with the recent surge in testing requirements due to COVID-19. Providers will provide specimen collection services at a rate of \$35 per hour per technician, not to exceed \$700,000 for the term, commencing upon the last date of signature for a term of one year, unless terminated with a 30-day written notice for cause or convenience.

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

Mercy Inc. and MedicWest Ambulance, Inc holds valid Clark County business licenses.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

12

Staffing Services Agreement

This Staffing Services Agreement is made between University Medical Center of Southern Nevada ("Customer") and Mercy, Inc. DBA American Medical Response, and MedicWest Ambulance, Inc. ("Company") to be effective as of the date last signed by the parties below ("Commencement Date").

- A. Customer from time-to-time is in need of emergency medical technician-basic personnel ("Personnel") to provide specimen collection for Customer under Customer's medical direction and supervision;
- B. Company wishes to provide qualified Personnel and is capable of providing qualified staff upon request by Customer.

Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Staffing Services.** On a 24/7 basis, Company will supply the Personnel to provide specimen collection and deliver those collected specimens to Company's lab (the "Services"). The Services shall be provided under the direction and supervision of Customer's physicians. Once the specimens are collected and delivered, Company shall have no follow-up obligations or public health reporting obligations which shall solely be Customer's obligations. The parties shall agree to a schedule and number of Personnel from time-to-time. Company shall be solely responsible for the payment of any and all wages and benefits to its Personnel.
2. **Compliance with Laws.** The parties shall comply with all applicable laws including, without limitation, the statutes, rules, regulations and orders of the United States of America, any and all agencies and courts thereof in connection with this Agreement and the transactions contemplated hereunder.
3. **Term.** The initial term of this Agreement shall be one year, commencing on the Commencement Date, and this Agreement may renew upon mutual written agreement thereafter. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
4. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, Customer may terminate this Agreement immediately upon: (i) the failure of Company to respond after accepting an Order for Services; or (ii) following Company's or its personnel loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Company's insurance coverage.
5. **Standards for Services.** Company represents and warrants that (a) any and all Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services provided; and (b) any and all Services rendered shall be performed in a good and professional manner and (c) shall be provided by individuals holding the appropriate licensure.
6. **Ordering and Payment Schedule.** Customer shall pay Company \$35 per hour per emergency medical technician-basic personnel. The total sum of all payments to Company will not exceed \$700,000.00 during the Term.

Company shall invoice Customer monthly and Customer shall pay within forty-five (45) days of receipt of

a properly prepared invoice.

7. **Record Retention.** To the extent applicable or not otherwise retained by Customer, Company will retain books and records respecting Services rendered to patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
8. **Audit Rights.** Company shall, within a reasonable amount of time after written notice from Customer provide representatives of Customer, the U.S. Government or any state government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation of Company shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.
9. **Insurance.** Company currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Company arising out of the Services under this Agreement. Company shall maintain comprehensive general and automobile liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Company shall maintain medical professional liability coverage with limits no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate and workers' compensation insurance in the statutory required amounts. Company shall provide to Customer upon execution of this Agreement certificates of insurance evidencing coverage.
10. **Intentionally omitted.**
11. **Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. Notice shall be sent to the following addresses:

If to Customer:

Contracts Management
University Medical Center of Southern Nevada
1800 W. Charleston Boulevard
Las Vegas, NV 89102

If to Company:

Regional Director
American Medical Response
9 West Delhi Avenue
North Las Vegas, NV 89032
With Mandatory Copy to:

Global Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: Law Department

12. **Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for disclosures that are required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.

Notwithstanding the foregoing, Company acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its documents are available for copying and inspection by the public. If Customer receives a request for the disclosure of any information related to this agreement that Company has claimed to be confidential and proprietary, Customer will immediately notify Company of such request and Company shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. If Company requires Customer to not release such records by filing an injunction for protective order, then Company shall indemnify and defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Company document(s) in Customer's custody and control that Company claims to be confidential and proprietary.

13. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment. Each party shall have full responsibility for any and all taxes that may be due to any governmental authority, including (without limitation) income taxes, that are assessed in any manner related to this Agreement.
14. **Compliance Program and Code of Conduct.** Company has made available to Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Company's web site, located at: www.AMR.net, and the Customer acknowledges receipt of such documents. Company warrants that its personnel shall comply with Company's compliance policies, including training related to the Anti-kickback Statute.

15. **Background Investigation.** Company warrants and represents that it has performed a background investigation on employees that provide patient care Services or drive vehicles. The investigation report includes the following:

- Social Security Number Verification
- Criminal Search (7 years or up to 5 criminal searches)
- Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
- OIG List of Excluded Individuals/Entities
- Sex Offender Registry
- GSA List of Parties Excluded from Federal Programs
- Department of Motor Vehicle Driving History
- State and Local Licensure Verification
- Drug Screen
- Upon request and from time-to-time, Company shall provide Customer with a continuing certification.

16. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Company represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

17. **General Provisions**

17.1 **Entire Agreement.** This Agreement incorporates by this reference the Preliminary Statement and any Exhibits and/or schedules hereto. This Agreement contains the entire agreement between the Parties and any representations, endorsements, promises or arrangements, including those contained in any prior drafts of this Agreement, if not embodied herein, shall not be of any force or effect. Any and all prior agreements between the Parties with respect to the subject matter of this Agreement are superseded hereby and of no further force or effect. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.

17.2 **Modification, Amendment and Waiver.** Neither this Agreement, nor any part hereof, may be modified or amended orally, by trade usage or by course of conduct or dealing, but only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived except by the written consent of the Party entitled to receive the benefit thereof.

17.3 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

17.4 **Assignment.** This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, and neither party shall assign, delegate or subcontract this Agreement or the performance of the services to be

performed by such party hereunder, or any part thereof, to any other person without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned to any corporation or other entity of any kind succeeding to the business of the assigning party in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of the assigning party to such successor. This Agreement may also be assigned to any subsidiary or parent corporation or other affiliate of the assigning party. In such circumstances, the assigning party shall notify the other party of such assignment no later than thirty (30) days after closure of the transaction resulting in such assignment; provided that failure to satisfy such requirement shall not constitute a breach of this Agreement, and the assignor shall not have any liability for any failure to satisfy such requirement.

- 17.5 **Construction.** This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that this Agreement may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person or entity include such person's or entity's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) article, Section, subsection, clause, exhibit and schedule references are to this Agreement unless otherwise specified; and (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time in accordance with the terms thereof and, if applicable, the terms hereof. If this Agreement and any agreement, instrument or document to be executed in connection herewith contain provisions which are inconsistent, then the provision which is most specific with respect to the subject matter shall control.
- 17.6 **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such provision so, as modified, it will be enforceable and will to the maximum extent possible comply with the apparent intent of the parties in drafting such provision. If no such modification is possible, such part shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a provision shall in any way affect or impair such provision in any other jurisdiction.
- 17.7 **Captions.** The captions, headings or titles of the various Sections and parts of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such Sections.
- 17.8 **Independent Contractor.** Each party is an independent contractor and no provision of this Agreement renders or shall be deemed to render their relationship a partnership, joint venture, employment relationship, or agency. Neither Party shall have nor exercise any control or direction over the methods by which the other Party and its employees or subcontractors shall perform their duties and obligations arising hereunder. Nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein.

- 17.9 **Authority to Enter Into Agreement.** Each party to this Agreement warrants to the other party that such party's execution of this Agreement, and performance of its obligations under this Agreement, have been duly authorized by all necessary corporate, Tribal, or other applicable actions and will not violate or be in conflict with any agreement, commitment, obligation, or undertaking by which such party is bound, and that this Agreement is a valid and binding obligation of such party.
- 17.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature and may be used in lieu of the original Agreement for all purposes. Each party agrees that the use of electronic signatures, whether digital or encrypted, in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
- 17.11 **Signature Date.** If a party signs but fails to date a signature, the date on which the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement, and the other party may insert such date into the Agreement
- 17.12 **Governing Law; Waiver of Jury Trial.** This Agreement is governed by, and construed in accordance with, the laws of the State of Nevada, without regard to its choice or conflict of law provisions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY MATTER RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH MATTER SHALL BE TRIED SOLELY BY THE COURT.
18. **Compliance.**
- 18.1 **No Referral Contingency.** The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid. No party shall make or receive any payment that would be prohibited under state or federal law.
- 18.2 **Section 952 of Omnibus Budget Reconciliation Act of 1980.** To the extent applicable, until the expiration of four years after the furnishing of Services pursuant to this Agreement, the parties shall each make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents and records of each that are

necessary to verify the nature and extent of the cost of providing such Services. If either party carries out any of its duties hereunder through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related organization (as defined under applicable Federal Law), the subcontract shall contain a clause to the effect of that, until the expiration of four (4) years after the furnishing of services pursuant to the subcontract, the related organization shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of providing such Services. If either party is requested to disclose any books, documents or records pursuant to this Section, or otherwise for purposes of any third party audit or investigation related to this Agreement, such party shall promptly notify the other party of the nature and scope of the request and shall make available all such books, documents and records to the other party.

- 18.3 **Compliance.** In performing its obligations under this Agreement, each party will comply, and will cause its Affiliates, employees and agents to comply with, the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Each party recognizes that it is a covered entity and without limiting the foregoing each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement, including executing a separate standard Business Associate Agreement. In addition, the parties intend to comply fully with all applicable state and federal Laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal Self-Referral Act, the federal False Claims Act, and all applicable state and federal fraud and abuse Laws and rules. Further, both parties hereto agree that any patient transfers shall be in compliance with EMTALA, 42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable state transfer Laws.
- 18.4 **Culture of Compliance.** Each party acknowledges that the other party promotes full compliance with the Law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the Term of this Agreement. Such cooperation shall include participating in training, providing access to necessary billing documentation, participating in contract and claims audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable Law or regulation of which such party becomes aware during the Term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.
- 18.5 **Debarment.** Each party represents and warrants that it, its Affiliates, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as "Federal Health Care Program"). In performing its obligations under this Agreement, neither party nor any of its Affiliates shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (I) has been convicted of a criminal offense related to healthcare (unless the

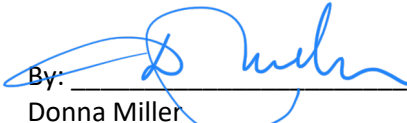
individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (II) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. Each party covenants that upon becoming aware of an entity or individual which it or any of its Affiliates employs, contracts with, or has a relationship in which it uses the entity's or individual's items or services in performing its obligations hereunder, being (I) convicted of a criminal offense related to healthcare, or (II) listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program, it shall promptly notify the other party.

- 18.6 **Fair Market Value and Regulatory Compliance.** The parties acknowledge and agree that all remuneration set forth hereunder has been negotiated in an arms-length transaction, is fair market value, and has not been determined in any manner which takes into account the volume or value of any referrals or business that otherwise may be generated between the parties and/or their affiliates. Nothing contained herein shall be construed in any manner as an obligation or inducement for either party to refer patients to the other party, or any organizations affiliated with the other party.

By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

Mercy Inc. and MedicWest Ambulance, Inc.

University Medical Center of Southern Nevada

By: 
Donna Miller
Region Director
9 North Delhi Avenue
North Las Vegas, Nevada
Donna.Miller@GMR.net
Date: 8/13/2020

By: _____
Mason VanHouweling
Chief Executive Officer
1800 W. Charleston Boulevard
Las Vegas, NV 89102

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 346						
Corporate/Business Entity Name:		MedicWest Ambulance, Inc.				
(Include d.b.a., if applicable)						
Street Address:		9 West Delhi Avenue		Website:		
City, State and Zip Code:		North Las Vegas, Nevada, 89032		POC Name: Donna Miller Email: donna.miller@gmr.net		
Telephone No:		702.335.3027		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).

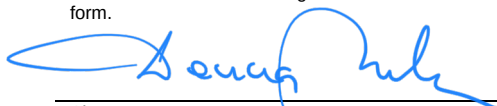
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
MedicWest Holdings, Inc.	Sole Shareholder	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 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
 Regional Director
 Title

DONNA MILLER
 Print Name
 8/13/2020
 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			

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 451						
Corporate/Business Entity Name:		Mercy, Inc.				
(Include d.b.a., if applicable)						
Street Address:		9 West Delhi Avenue		Website:		
City, State and Zip Code:		North Las Vegas, Nevada 89032		POC Name: Donna Miller Email: donna.miller@gmr.net		
Telephone No:		702.335.3027		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)
American Investment Enterprises, Inc.	Sole Shareholder	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 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

 Title

DONNA MILLER
 Print Name
 8/13/2020
 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			

* 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. 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services to Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award RFP No. 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services to Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine; and authorize the Chief Executive Officer to sign the Professional Services Agreement and exercise any extension options. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Centers: 3000702100 & 3000723000 Funded Pgm/Grant: N/A
Description: Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services
Bid/RFP/CBE: RFP 2020-11
Term: 9/1/2020 to 8/31/2023 with two 1-year options
Amount: \$7,000 per day for on-call services; NTE \$2,555,000 per year or potential aggregate of NTE \$12,775,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

On May 26, 2020, a notice of interest was sent out to seven (7) providers allowing them to express their interest in participating in RFP No. 2020-11 for Orthopaedic Surgery and Orthopaedic Spine Surgery On-Call and Clinical Services. The RFP was also published in the Las Vegas Review Journal on May 24, 2020 and posted on the Clark County Website under Current Contracting Opportunities. On June 23, 2020, responses were received from:

Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine
Orthopaedic Specialists of Nevada, LLC

An ad hoc committee (comprised of UMC Administration, Medical/Surgical Services, CQPS and Specialty Services) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with OptumCare Orthopaedics and Spine (Provider).

Cleared for Agenda
August 26, 2020

Agenda Item #

13

For the total not to exceed RFP award of \$2,555,000 per year, Provider will provide 24/7 consultative, emergency and on-call orthopaedic surgery and orthopaedic spine surgery services for UMC's adult and pediatric inpatients and outpatients in accordance with the call schedule maintained by Medical Staff.

The Agreement term is from September 1, 2020 through August 31, 2023 with the option to extend for two (2) one-year periods unless terminated with a 30-day written notice. Staff has negotiated the terms of the Agreement and fees associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC's Associate Administrator for Operations has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for award by the Governing Board.

**PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)**

This Agreement, is made and entered into this 26th day of August 2020, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and **Robert B. McBeath, MD, PC d/b/a OptumCare Orthopaedics and Spine**, a Nevada professional corporation with its principal place of business at 2716 N. Tenaya Way, Las Vegas, NV 89128 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Orthopaedic Surgery Department (the "Department") located in Hospital which requires certain Services (as defined below); and

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

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

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

I. DEFINITIONS

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

- 1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical or surgical condition, including but not limited to adult and pediatric orthopaedic patients, including injuries or conditions related to the pelvis and orthopaedic spine.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Orthopaedic Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

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

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and the Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
- a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.
 - c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.
 - d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.
- 2.3 Representations of Provider and Member Physicians.
- a. Provider represents and warrants that it:
 - i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;

- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services; and
 - v. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:
- i. is Board Certified in Orthopaedic Surgery;
 - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
 - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
 - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
 - v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
 - viii. at all times will comply with all applicable laws and regulations in the performance of the Services; and
 - ix. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

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

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

2.6 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.

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

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

2.9 Maintenance of Records.

- a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
- b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without

limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.
- 2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for the Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
- b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

- c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing related to the provisions of the Clinical Services.
- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to the hospital Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
 - a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does

not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities, and;

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

V. COMPENSATION

During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider \$7,000.00 per day for the On-Call Services.

Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on September 1, 2020, and subject to paragraph 7.5, shall remain in effect through August 31, 2023 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:
 - a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation;
 - c. Any action against the license of any of Provider's Member Physicians;
 - d. Any breach of a representation or warranty as required under Section 2.3; or
 - e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.
- 6.3 Termination For Cause.
 - a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:
 - i. The exclusion of Provider from participation in any federal health care program; or

- ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or
 - ii. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff; or
 - iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
 - iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or
 - v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. The exclusion of Hospital from participation in a federal health care program; or
 - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
 - iii. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 - v. Breach of any material term or condition of this Agreement.

- 6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 7.10 False Claims Act.
- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment 1.
 - b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC Ethics Point hotline located at <http://umcintranet/compliancehotline.html>. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

- 7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

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

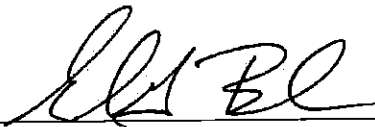
To Provider: OptumCare Orthopaedics and Spine
Attn: Ernest G. Barela, Sr. Vice President
2716 N. Tenaya Way
Las Vegas, NV 89128

- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:
- a. Professional Services Agreement (Hematology and Medical Oncology) dated March 15, 2017.
 - b. Amended and Restated Professional Services Agreement (Anesthesia) dated April 1, 2018.

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

Provider:
OptumCare Orthopaedics and Spine

Hospital:
**University Medical Center
of Southern Nevada**

By: 
Ernest G. Barela,
Senior Vice-President

By: _____
Mason VanHouweling
Chief Executive Officer

Date: 14-August-2020

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

- a. Provider shall deliver to the Department of Orthopaedic Surgery and the Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff. Provider On-Call Services shall solely be the responsibility of the chosen provider at all times. "On-Call Services" are defined as "emergency and on-call adult and pediatric orthopaedic and orthopaedic spine services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week/three hundred sixty-five (365) days per year in accordance with the Adult Orthopaedics, Pediatric Orthopaedics, and Orthopaedic Spine rotation schedule maintained by the Medical Staff." There is one rotation for orthopaedic surgery services and a second rotation for orthopaedic spine surgery services. Provider shall ensure that no single member physician of Provider be on-call for both services at one time.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to the areas of the Adult and Pediatric Emergency Departments and Trauma Department, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical or surgical condition to adult and pediatric orthopaedic patients, including injuries or conditions related to the pelvic area and orthopaedic spine care.
- b. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult and pediatric Emergency Department patients and adult and pediatric Trauma Department patients.
- c. The clinical services require two (2) separate member physicians to each be on-call simultaneously: one (1) member physician for orthopaedic services and a second member physician for orthopaedic spine services.

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

Jessica Bear, MD
Anthony Bratton, MD
Michael Daubs, MD
Benjamin Hansen, MD
Erik Kubiak, MD
Eugene Libby, DO, FACOS
Galen Kam, MD
Sukanta Maitra, MD
Brock Wentz, MD
Karen Nelson, DO

EXHIBIT B

STANDARDS OF PERFORMANCE

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

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

- j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- k. The parties recognize that as a result of Hospital's patient *mix*, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

- r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.
- u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- w. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as appropriate.

Attachment 1

Notice of False Claims and Statements

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

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

Federal False Claims Act

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

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

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

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

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

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

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

Nevada State False Claims Act

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

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

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

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://www.goldenegg.ethicspoint.com>. The Hotline is available twenty-four (24) hours a day, seven (7) days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☒ Other
Business Designation Group (Please select all that apply)						
☐ MBE 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: 3,000						
Corporate/Business Entity Name:		Robert B. McBeath, M.D., P.C.				
(Include d.b.a., if applicable)		OptumCare Orthopaedics and Spine				
Street Address:		2716 N. Tenaya Way		Website: https://www.optumcare.com/state-networks/locations/nevada/ocnv/types-of-care/specialty-care/orthopaedics-spine.html		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
Telephone No:				Email:		
Nevada Local Street Address: (If different from above)				Fax No:		
City, State and Zip Code:				Website:		
Local Telephone No:				Local Fax 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).

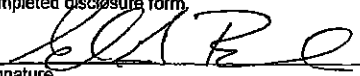
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Robert B. McBeath, M.D.	President and Director	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 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

Ernest B. Barela
 Print Name

SVP - Optum
 Title

June 11, 2020
 Date

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

Issue: Provider Agreement with Kathleen Wairimu, MD	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Provider Agreement between Kathleen Wairimu, MD and University Medical Center of Southern Nevada; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund No.: 5421.006.000 Fund Name: UMC Patient Grant Ryan White
Fund Center: 3000726300 Funded Pgm/Grant: Ryan White
Description: Ryan White Primary Care and Infectious Diseases Medical Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Three Years with two one-year options: 9/1/2020 – 8/31/2025
Amount: NTE \$600,000
Out Clause: 30 days w/o cause

BACKGROUND:

Since 2011, University Medical Center of Southern Nevada (UMCSN) has had an agreement with Kathleen Wairimu, M.D. to provide primary care and infectious diseases medical services to patients diagnosed with HIV in the Las Vegas Eligible Metropolitan Area at UMCSN's Wellness Center. The current contract will expire on August 31, 2020.

This request is to approve a new agreement with the Provider for the same services. Provider will be reimbursed for actual hours worked and/or services satisfactorily performed in the amount not to exceed \$120,000 annually at an hourly rate of \$160.00. The term is from September 1, 2020 through August 31, 2025 unless terminated with a 30-day written notice.

Provider currently holds a Clark County Vendor Registration.

In accordance with NRS 332.115.1 (b), the competitive bidding process is not required for this service is a professional service by nature.

This Agreement has been reviewed by the Outpatient and Ambulatory Clinic Manager of the Wellness Center. This Agreement has been approved as to form by the UMCSN's Office of General Counsel.

Cleared for Agenda
August 26, 2020

Agenda Item #

14

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

**PROVIDER AGREEMENT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
KATHLEEN WAIRIMU, MD**

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Kathleen Wairimu, MD (hereinafter called "Provider").

WHEREAS, UMC is a county hospital established pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes;

WHEREAS, since January 1998 UMC has been a long-standing participant of the federal funded Ryan White HIV/AIDS Program ("Program") that provides HIV-related health services to those who do not have sufficient health care coverage or financial resources;

WHEREAS, UMC desires primary care and infectious disease medical services for HIV/AIDS Wellness Center Ryan White eligible clients in the area of Clark County, Nevada;

WHEREAS, Provider is qualified and desires to render such primary care and infectious disease medical services for HIV/AIDS Wellness Center Ryan White eligible clients; and

WHEREAS, UMC desires to engage Provider to render certain primary care and infectious disease medical services for HIV/AIDS Wellness Center Ryan White eligible clients.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PURPOSE

UMC hereby hires Provider to provide primary care and infectious disease medical services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center") for the Program.

II. SCOPE OF SERVICES

Provider shall perform the services as described in Attachment A, appended hereto and made part of this Agreement.

III. COMPENSATION

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed in an amount not to exceed \$120,000 annually. All expenses/costs incurred by Provider in excess of this amount shall be the sole responsibility of Provider.
2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.
3. UMC shall make timely payment of approved clean claims within sixty (60) business days of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.

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4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. Copies of these records shall be available during regular business hours, and upon reasonable advance written notice, for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County Nevada, any Ryan White representative or any authorized representative of state or federal government.

IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.
2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.
3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.
4. Provider is responsible for the quality and quantity of services performed under this Agreement.
5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.
6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance with respect to UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.
8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.
9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.
10. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by UMC and/or through UMC's Governing Board.

VI. TERM

The term of this Agreement shall begin on September 1, 2020 and end on August 31, 2023. Thereafter, this Agreement may be renewed for two (2) additional one-(1) year terms unless terminated in accordance with Sections VII to X.

VII. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement by giving to the other party written notification of termination at least thirty (30) days prior to termination. Upon termination, the parties agree that any adjustments necessary shall be made and all monies due for services rendered prior to termination shall be paid within sixty (60) days of the date of termination. UMC shall not be obligated to pay for any services provided by Provider after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Provider shall violate any of the covenants, terms or stipulations of this Agreement, UMC shall have the right to terminate this Agreement immediately by giving written notice to Provider of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall UMC be obligated to pay for any services provided by Provider after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, UMC may terminate or renegotiate this Agreement. UMC shall not be obligated to pay for any services rendered after Provider has received written notice of termination pursuant to this Section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

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 UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC 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 current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. GENERAL CONDITIONS

1. Provider agrees to accept any additional conditions governing the use of funds or performance of Program as may be required by federal, state or local statute, ordinance, rule or regulation or Program grant requirements. However, should Provider find such additional condition or conditions unacceptable, it has the option of terminating this Agreement upon fifteen (15) days written notice.
2. The parties hereto agree that this Agreement shall not be assignable nor can any part of the services to be provided be subcontracted without written consent of UMC.

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3. The waiver of any term of this Agreement, or the failure of UMC to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by UMC to enforce all terms strictly in the event of a continuous or subsequent default.
4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.
5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed and pursued in the District Court of Clark County.
6. Time shall be of the essence regarding this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return-receipt requested to the following:

For UMC: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

For Provider: Kathleen Wairimu, MD
3416 Buffalo Drive
Las Vegas, Nevada 89129

Invoice Address: Kathleen Wairimu
PO Box 34686
Las Vegas, Nevada 89133

8. Provider represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of 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. Provider represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Provider 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").
9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall, until expiration of four (4) years, make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary

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to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow UMC reasonable access to Provider records concerning the services provided hereunder. UMC warrants and represents that it has obtained any necessary written consent from UMC patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
11. The recitals are hereby incorporated as part of this Agreement.
12. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. This Agreement supercedes and replaces any prior agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the dates set forth below.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

KATHLEEN WAIRIMU, MD

By: _____

By: Kathleen Wairimu

Mason VanHouweling

Printed Name: KATHLEEN WAIRIMU

Chief Executive Officer

Title: MD

Date: _____

Date: 3/18/2020

ATTACHMENT A
Ryan White Program SOW
PRIMARY CARE AND INFECTIOUS DISEASE MEDICAL SERVICES

1. The Provider shall provide primary care and infectious disease medical services to HIV infected individuals in the Las Vegas Metropolitan Area through the HIV/AIDS Wellness Center. This contract is to support the demand of specialty services in the community. The Wellness Center is the only grant-funded HIV/AIDS clinic with access to this specialty at a low contracted rate to clients in the Las Vegas area. This is considered a sub-contract to the Ryan White HIV/AIDS Wellness grant that provides services to uninsured or underinsured clients. Ryan White grant funds serves as the payor of last resorts.
2. All services must be preauthorized by UMC Wellness Center.
3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center
Attn: Ryan White Program
701 Shadow Lane, Suite 200
Las Vegas, NV 89106
Phone: (702) 383-2691
Fax: (702) 388-4114
4. Provider agrees to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.
5. Payment by UMC is conditioned upon continued funding by the Ryan White Grants.
6. In rendering services under this Agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.
7. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this Program.
8. Provider agrees that Program funding cannot be used to pay for emergency room or hospital inpatient services.
9. Provider agrees that Program reimbursement amount is considered final amount and paid in full; balance billing is not allowed. Referral is considered closed when the Wellness Center receives final consult notes from the attending Provider.
10. If the Ryan White patient becomes eligible for insurance, Provider agrees to bill the primary insurance. In the event the primary insurance does not pay for the services, Provider will bill the Program who will serve as the payor of last resort.
11. Provider agrees to an onsite annual contract review.

ATTACHMENT B
Fee Schedule
September 1, 2020 – August 31, 2023

Provider's expected client load is eight (8) patients for every four (4) hours worked.

UMC shall reimburse Provider for providing the services described in Attachment A at the rate of one hundred and sixty (\$160.00) per hour. The reimbursement amount shall not exceed one hundred and twenty thousand (\$120,000.00) annually (total of \$600,000 maximum over the 5-year term) for the agreement term.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name: KATHLEEN WAIRIMU MD PC						
(Include d.b.a., if applicable) INFECTION DOCTORS						
Street Address: 3416 North Buffalo Drive				Website:		
City, State and Zip Code: Las Vegas, NV 89102				POC Name:		
Telephone No: 702-343-7610				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.

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.

<u>Kathleen Wairimu</u> Signature	<u>KATHLEEN WAIRIMU</u> Print Name
<u>MD</u> Title	<u>7/16/2018</u> Date

Business License Detail Information

License Number:	2000240.VEN
MJBL Number:	
Business:	Infection Doctors 3416 N Buffalo Ave Las Vegas, NV 89129
Business Telephone:	(702) 343-7610
License Category:	Vendor - Temporary
Status:	Out of Business
Date of License:	09/09/2013
Out of Business Date:	09/22/2015
Business Owner(s)	
Ownership not displayed for inactive businesses.	

[Return to Previous Page](#)
[Return to Business License Database Search Options](#)

PROCUREMENT APPLICANT REFERRAL FORM

TO BE COMPLETED BY THE PROCUREMENT ANALYST:

Sherry Wimmer
PURCHASING ANALYST NAME

703-383-6221
PHONE

7/19/2018
DATE

TITLE OF PROJECT: Provider Agreement

DISCLOSURE OF OWNERSHIP/PRINCIPALS ATTACHED? **YES** NO

CUSTOMER NAME: Kathleen Wairimu **EMAIL:** kwairimu@cox.net
ADDRESS OF BUSINESS: Dr. Kathleen Wairimu MD, Infection Doctors 3416 North Buffalo Drive Las Vegas NV 89102
LICENSED IN CLARK COUNTY? YES NO

Number staff in unincorporated Clark County during performance of contract	1	
Contract Value	\$240,000	
Duration of Contract Performance (include extension information)	Two Years	
DESCRIPTION OF PRODUCTS AND/OR SERVICES PROVIDED:		
This a Provider Agreement for service to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC Wellness Center.		
SUBSTANTIAL NEXUS DETERMINATION	YES	NO
The firm has a fixed established location in unincorporated Clark County.	☒	☐
The firm will be deploying significant resources, i.e. people, equipment, overhead, advertising, etc, into unincorporated Clark County.	☒	☐
Staff members or employees will briefly come to Clark County (or county facilities) for meetings or to provide services and/or support.	☒	☐
The firm provides goods and/or services to other organizations or businesses in unincorporated Clark County.	☒	☐
<u>TO BE COMPLETED BY THE BUSINESS LICENSE DEPARTMENT</u>	YES	NO
CLARK COUNTY VENDOR REGISTRATION REQUIRED	☒	☐
CLARK COUNTY LICENSE IS REQUIRED	☐	☒
WHAT TYPE OF BUSINESS LICENSE IS REQUIRED: Business has Vendor Registration of 2000493.VEN-101 Expiring 03/31/2019		
BUSINESS ALREADY HAS REQUIRED LICENSE	☒	☐
BUSINESS LICENSE APPLICATION FORWARDED TO CUSTOMER	☐	☐

Response Date: 07/19/2018

Name: Diane Sweeting

Phone: 702-455-3580

E-Mail: D2L@clarkcountynv.gov

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

Issue:	Professional Services Agreement (Surgery) with UNLV Medicine and UNLV School of Medicine	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Professional Services Agreement with UNLV Medicine and UNLV School of Medicine for surgery services; and authorize the Chief Executive Officer to sign the Agreement. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund												
Fund Center: 3000702100	Funded Pgm/Grant: N/A												
Description: Surgery Services													
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services													
Term: 9/1/2020 to 6/30/2023 with two 1-year auto renew options													
Amount:													
	<table border="0" style="width: 100%;"> <tr> <th style="width: 50%;">Professional Services</th> <th style="width: 50%;">Administrative Services</th> </tr> <tr> <td>9/1/20 to 8/31/21 NTE \$4,106,250</td> <td>NTE \$378,000</td> </tr> <tr> <td>9/1/21 to 8/31/22 Est. \$4,106,250</td> <td>Est. \$378,000</td> </tr> <tr> <td>9/1/22 to 6/30/23 Est. \$3,421,875</td> <td>Est. \$315,000</td> </tr> <tr> <td>7/1/23 to 6/30/24 Est. \$4,106,250</td> <td>Est. \$378,000</td> </tr> <tr> <td>7/1/24 to 6/30/25 Est. \$4,106,250</td> <td>Est. \$378,000</td> </tr> </table>	Professional Services	Administrative Services	9/1/20 to 8/31/21 NTE \$4,106,250	NTE \$378,000	9/1/21 to 8/31/22 Est. \$4,106,250	Est. \$378,000	9/1/22 to 6/30/23 Est. \$3,421,875	Est. \$315,000	7/1/23 to 6/30/24 Est. \$4,106,250	Est. \$378,000	7/1/24 to 6/30/25 Est. \$4,106,250	Est. \$378,000
Professional Services	Administrative Services												
9/1/20 to 8/31/21 NTE \$4,106,250	NTE \$378,000												
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7/1/23 to 6/30/24 Est. \$4,106,250	Est. \$378,000												
7/1/24 to 6/30/25 Est. \$4,106,250	Est. \$378,000												

Estimated total for both services is \$21,673,875 (subject to FMV Review)

Out Clause: After one (1) year from the Effective Date, any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon 180 days written notice

BACKGROUND:

This request is to enter into a new Professional Services Agreement for general and specialized surgery services with UNLV Medicine and UNLV School of Medicine (collectively called “Provider”). Provider will provide 24/7 on-call and consultative coverage to UMC’s inpatients and outpatients of the Surgery, Orthopaedics, Emergency and Trauma departments for the following surgical subspecialties: (1) otorhinolaryngology, (2) plastics (micro and replantation), (3) pediatrics, (4) colorectal, (5) oncology, (6) trauma and trauma ICU, (7) general surgery, and (8) burn care. Response times for on-call services shall be in accordance with UMC’s policies. In addition, Provider will provide administrative services through Medical Directors for Trauma, Trauma ICU and Burn Care.

Cleared for Agenda
August 26, 2020

Agenda Item #

15

UMC will compensate Provider an estimated \$21,673,875 for the duration of the Agreement which is subject to fair market value review. The term of the Agreement is from September 1, 2020 through June 30, 2023, with two, 1-year automatic renewals. Either party may terminate this Agreement with a 180-day written notice to the other after the first year.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

**PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)**

This Agreement, made and entered into this 1st day of September, 2020 by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “Hospital”), **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as “UNLV Medicine”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (the “University” or “UNLV”) School of Medicine (“UNLV SOM”). Hereinafter UNLV Medicine and UNLV SOM shall be collectively referred to as “Entities”. UNLV Medicine, UNLV SOM and Hospital may each individually be referred to as a “party” and collectively referred to as “parties.”

WHEREAS, Hospital is the operator of departments of surgery, orthopaedics and trauma (collectively referred to herein as the “Department”) located in Hospital which requires certain Services (as defined below);

WHEREAS, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLV SOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLV SOM (“Physicians”); and

WHEREAS, University is a state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control, and maintain UNLV SOM, whose missions are to teach medicine, to engage in research, and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of the UNLV SOM faculty; and

WHEREAS, UNLV SOM and UNLV Medicine entered into an Operating Agreement with UNLV SOM dated April 27, 2017 and amended on December 6, 2019, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLV SOM, including, but not limited to, the manner in which UNLV SOM is to provide support for UNLV Medicine; and

WHEREAS, Physicians are full- and part-time faculty members of UNLV SOM, are employed by UNLV SOM and have clinical and professional experience related to the provision of surgical services, including but not limited to certain services related to Hospital’s Level 1 Trauma Center.

WHEREAS, the Entities desire to contract for and/or provide for the Services in the specialty of general and specialized surgery, including any applicable surgical subspecialties in, plastics (micro and replantation), otorhinolaryngology, pediatrics, colorectal and oncology, as more specifically described herein and Hospital desires to engage the Entities to provide the services of Member Physicians to assist with the Services (as defined in Section 2.1) described herein.

WHEREAS, the Parties intend that this Agreement supersedes any previous agreements, written or oral, related to the Services described herein and with respect to the Department.

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

I. DEFINITIONS

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

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician, who have been accorded privileges to provide such care in Hospital. Advanced Practice Professionals to be utilized by UNLV Medicine for the provision of Services, if any, are listed on Exhibits A-1 through A-8, which shall be subject to change from time to time.
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Surgery, Department of Orthopaedics and Department of Trauma.
- 1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.4 Member Physicians. Physician(s) employed by UNLV SOM or contracted with UNLV Medicine which are mutually agreeable to Hospital (as listed on Exhibits A-1 through A-8 and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.5 Services. Clinical services in the specialty of surgery, including all applicable surgical subspecialties as further described in the Service Line Exhibits (as defined below), performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to delivery to the Department and the Hospital certain Services to patients, 24 hours per day/seven days per week, as further described herein.

II. ENTITIES’ OBLIGATIONS

- 2.1 Department Coverage for Services. The Entities, by and through Member Physicians, shall deliver to the Department the following Services:
 - a. Professional services in the best interest of patients, in a professional manner and in accordance with community standards;
 - b. Conduct and professionally staff Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate coverage. Physicians shall render and supervise Services and consult with the Medical Staff and Hospital when requested;
 - c. Provide Hospital with consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients;
 - d. Provide service on an emergency and on-call basis to meet the needs of Hospital’s inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients;

- e. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- f. On an annual basis, UNLV SOM shall use reasonable best efforts to create a collaborative plan with Hospital for the provision of services in support of the medical resident program. Such plan shall include the involvement of the Hospital and will include the residency program's daily patient responsibility;
- g. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- h. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- i. Such other Services, as more specifically described on Exhibit A-1 through Exhibit A-8, attached hereto and incorporated herein by reference (hereinafter referred to as the "Service Line Exhibits").

2.2 Administrative Services. During the Term, in addition to the Services provided by a Member Physician, UNLV Medicine shall designate a Medical Director for Trauma, a Medical Director for Trauma ICU and a Medical Director for Burn Care Services (individually a "Medical Director" and collectively the "Medical Directors") for the provision for certain Administrative Services (as further defined in this Section 2.2). Among other Administrative Services detailed below, the Medical Directors shall be responsible for scheduling the call coverage services required for the operations of the Department in coordination with Hospital Administration and the Medical Staff Office. Douglas Fraser, M.D. has been designated as the Medical Director for Trauma, Debra Kuhls, M.D. has been designated as the Medical Director for Trauma ICU, and Syed Saquib, M.D. has been designated as the Medical Director for Burn Care Services. UNLV Medicine may, from time to time, revise the named Medical Directors herein upon notice to and acceptance by Hospital.

In addition to the Medical Directors, the Hospital acknowledges and agrees that certain other administrative services may be performed by other qualified Member Physicians (each an "Administrative Physician") acceptable to Hospital for the furtherance of the operation of the Hospital and the Department. Hospital acknowledges and agrees that certain of the Administrative Services of the Administrative Physician(s) may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.3. The services of the Medical Directors and the Administrative Physician(s) shall collectively be referred to as the "Administrative Services". The Administrative Services are as follows:

- a. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience as well as development of Hospital's operational efficiency programs, including throughput improvement, utilization review and discharge planning;

- b. Oversee and supervise the overall operations of the Department and perform certain administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by the Hospital's CEO, or his/her designee.
- c. Provide quarterly standardized reports on metrics, as requested by Hospital administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees.
- d. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;
- e. Promote the growth and development of the Department, in conjunction with Hospital, placing special emphasis on expanding diagnostic and therapeutic services;
- f. Inform the Medical Staff of new equipment and applications relevant to the Department;
- g. Recommend innovative changes directed toward improved patient services;
- h. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- i. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- j. Represent the Department on the Medical Staff committees and at Hospital department meetings as the need arises;
- k. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;
- l. Assess and recommend to Hospital administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- m. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;
- n. Report any equipment malfunction to Hospital administration and the Department;
- o. Assist Hospital in the appeal of any denial of payment of Hospital charges; and
- p. Perform such other administrative duties as necessary to the Department as assigned.

The Medical Directors and each Administrative Physician shall be required to submit monthly time records which detail with reasonable specificity, the time spent performing the

Administrative Services as further described in Section 5.3. The Parties acknowledge and agree that in the event a Service Line Exhibit is terminated pursuant to Article VI then the corresponding Administrative Services related thereto will likewise terminate.

2.3 Medical Staff Appointment.

- a. Member Physicians shall at all times be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
- b. The Entities shall be fully responsible for the performance and supervision of any Member Physician and/or others under its direction and control, as applicable, in the performance of Services under this Agreement.
- c. Advanced Practice Professionals employed or utilized by the Entities must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Medical Staff Bylaws, Rules and Regulations and related policies and procedures.

2.4 Representations of the Entities.

- a. Each of UNLV Medicine and UNLV SOM represent and warrant that it:
 - i. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and Department of Taxation, UNLV SOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
 - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;

- v. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
 - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Each of the Entities, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represent and warrants to the best of its/their knowledge after reasonable inquiry that each Member Physician:
- i. is board certified or board eligible (pursuant to Medical Staff's delineation of privileges) in general surgery, as well as applicable subspecialty board certification in burn, plastic surgery, otorhinolaryngology, pediatrics, orthopedics, colorectal and oncology, as applicable;
 - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
 - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
 - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
 - v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
 - viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
 - x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. The Entities agree to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if Entities fail to notify the Hospital of such a breach and thereafter fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.6 Independent Contractor. In the performance of the work duties and obligations performed by Entities under this Agreement, it is mutually understood and agreed that the Entities are

and/or Member Physicians are, at all times, acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which the Entities shall perform its work and functions.

2.7 Industrial Insurance.

- a. As independent contractors, the Entities shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
- b. The Entities agree, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. The Entities agree to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If the Entities do not maintain such coverage, the Entities agree that Hospital may withhold payment, order the Entities to stop work, suspend the Agreement or terminate the Agreement.

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

2.9 Personal Expenses. The Entities shall be responsible for all its Member Physicians', Advanced Practice Professionals' (if and as applicable), as well as any of the Entities' employees' personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.10 Maintenance of Records.

- a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. The Entities shall have access to and may copy relevant records upon reasonable notice to Hospital.
- b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards, Hospital policies and recommendations, The Joint Commission, CMS and Regulations of the Medical and Dental Staff, as may then be in effect, which policies are available for review upon request.

2.11 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information received from Hospital and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), regulations promulgated thereunder (“HIPAA Regulations”) and applicable state law. Hospital and Entities shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Entities and their respective employees and other representatives and Member Physicians to have access to and use of Protected Health Information for purposes of the OHCA. Hospital, the Entities, and Member Physicians shall share a common patient’s Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 UMC Policy #I-66. The Entities shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as may be amended from time to time.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment, Supplies and Technical Support.

- a. Hospital shall provide appropriate space within Hospital for the Department (excluding Entities’ private office space) for Departmental obligations; however, the Entities shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
- b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

- c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records (HIM) and Nursing.
- 3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.
- 3.4 Representations of Hospital.
 - a. Hospital represents that:
 - i. Hospital is an instrumentality of Clark County, a political subdivision of the State of Nevada and a tax-exempt organization under section 501(c)(1) of the Internal Revenue Code,
 - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;
 - v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
 - vi. has not materially misrepresented or omitted any facts necessary for the Entities to enter into this Agreement.
- 3.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Hospital agrees to notify the Entities in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations contained in Section 3.4 or elsewhere in this Agreement. The Entities shall, in their reasonable and good faith discretion, have the right to terminate this Agreement if Hospital fails to notify Entities of such a breach.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. The Entities shall have access to the billing information through the Hospital's EHR system; provided however, in the event such access or information is unavailable, Hospital shall

provide timely response to reasonable requests of the Entities for information needed to facilitate such direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. UNLV Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

- 4.2 Fees. Fees will not exceed those which are usual, reasonable and customary for the community.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. The Parties agree to comply with all applicable Federal and State statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with UNLV Medicine's submission of claims and retention of funds for Entities' services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, each of the Entities agree:
 - a. To use its commercially reasonable efforts to require that all claims by Entities for Entities' Services delivered to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that the Entities do not bill for any items or services that have been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
 - c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Entities for the Services in the monthly and annual amounts set forth in the Service Line Exhibits. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.
- 5.2 Compensation for Administrative Services. As compensation for the Administrative Services as described in Section 2.2, Entities shall be entitled to an hourly compensation for the Medical Directors of Trauma, Trauma ICU and Burn Care Services the amount of One Hundred Ninety Dollars (\$190.00) per hour for up to eighty (80) hours per month for the Medical Director of Trauma, and twenty-five (25) hours per month for each of the Medical Directors of Trauma ICU and Burn Care Services, as documented and verified

pursuant to accurate and complete time records submitted by the respective Medical Director. For additional Administrative Services of an Administrative Physician, the Entities shall be entitled to an hourly compensation of One Hundred Seventy Dollars (\$170) per hour for up to forty (40) hours per month, as documented and verified pursuant to accurate and complete time records submitted by the respective Administrative Physician.

- 5.3 Time Studies/Payment. Administrative Physicians shall record in hourly increments time spent on the various responsibilities for the Administrative Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Administrative Physicians shall submit such time studies to the Hospital's Fiscal Services Department by the 12th of each month for the preceding month. Failure to submit the required time study by the 12th of each month will delay that month's payment until the time study is received. UNLV Medicine will be paid on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following business day for the previous month's Administrative Services.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered by each Member Physician to be fair market value and commercially reasonable for the Services, and the Administrative Services, provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on September 1, 2020 (the "Effective Date"), and subject to Section 7.5, shall remain in effect through June 30, 2023 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew the Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, each party shall notify the others in writing of:
- a. Any change of address;
 - b. Any material change in membership or ownership of a party;
 - c. Once a party becomes aware of any action against the license of any Member Physician;
 - d. Once a party become aware of any action commenced against anyof the parties which could materially affect this Agreement; or
 - e. Once a party becomes aware of any other occurrence known to it that could materially impair that party's ability to carry out the duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate in its entirety upon the exclusion of either party from participation in any federal health care program.
- b. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 1. Professional misconduct by any Member Physicians or Advanced Practice Professionals as determined by the Bylaws, and the appeal processes thereunder if such Member Physician is not timely removed by UNLV Medicine; or
 2. Conduct by any Member Physicians or Advanced Practice Professionals which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, UNLV Medicine does not remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction; or
 3. Disputes among the Member Physicians, partners, owners, principals, of the Entities that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine; or
 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement, in its entirety or with respect to any specified Service Line Exhibit, may be terminated by either Entity at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 1. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
 2. Hospital at any time engages in any criminal conduct or fraud that either Entity reasonably determines is harming or is likely to materially harm the goodwill or reputation of either Entity; or

3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 4. Failure of Hospital to compensate the Entities in a timely manner as set forth in Section V above; or
 5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. After one year from the Effective Date, any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon One Hundred Eighty (180) days written notice to the other party. If Hospital terminates this Agreement or a Service Line Exhibit, the Entities waive any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to the Entities for Services rendered under the terms of this Agreement. If the Entities terminate this Agreement, in its entirety or with respect to a specified Service Line Exhibit, without cause consistent with the terms as set forth hereunder in section 6.4, Hospital waives any cause of action or claim for damages arising out of or related to, the termination by the Entities.
- 6.5 Fair Market Value Review. In the event a party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this Agreement, such party will submit a notice to request a new calculation of the service level value (“Notice for Calculation of FMV” or “Notice”) to the other party(ies). In the Notice for Calculation of FMV, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within one hundred and eighty (180) days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

VII. MISCELLANEOUS

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

- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party; provided however, Hospital acknowledges and agrees that UNLV SOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.
- 7.8 Corporate Compliance. The Entities each recognize that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Entities agree at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to the Entities upon request.

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

7.10 False Claims Act.

- a. The state and Federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures that the provider knows were not medically necessary. Violation of the Federal False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- b. The parties are committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**. The Entities are expected to immediately report to Hospital's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which either of the Entities believe, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. Hospital, should it become aware of any similar violations, shall in good faith, report such information to the UNLV Medicine Compliance officer at its earliest reasonable opportunity.

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

- 7.12 Financial Obligation. The Entities shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Entities shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by the Entities or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless the Entities from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as a party may specify in writing to the other party:

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

To UNLV Medicine: UNLV Medicine
Attn: Chief Executive Officer
3016 West Charleston Blvd., Suite 100
Las Vegas, NV 89102

To UNLV SOM: UNLV School of Medicine
Attn: Dean
2040 West Charleston Blvd., 3rd Floor
Las Vegas, NV 89102

- 7.19 Publicity. Neither Hospital, nor the Entities shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and Entities, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.25 Other Agreements. The Entities and Hospital are parties under certain other professional services agreement for (i) Women's Care Services; (ii) Psychiatry Services; (iii) Internal/Family Medicine Services; and (iv) certain trauma call panel services necessary for the Hospital's level one Trauma Center (split with other physicians not currently affiliated with UNLV Medicine).

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

ENTITIES:

HOSPITAL:

UNLV Medicine, Inc.

University Medical Center of Southern Nevada

By: _____

Name: Michael Gardner, MD

Its: President & Chief Executive Officer

Date: _____

By: _____

Name: Mason VanHouweling

Its: Chief Executive Officer

Date: _____

**The Board of Regents of the Nevada System of Higher
Education on behalf of the University of Nevada,
Las Vegas, School of Medicine**

Recommended:

By: _____

Name: Marc J. Kahn, MD

Its: Dean, UNLV School of Medicine

Date: _____

By: _____

Name: Christopher Heavey, PhD.

Its: Interim Executive Vice President and Provost

Date: _____

Approved:

By: _____

Chancellor, Nevada System of Higher Education

Date: _____

EXHIBIT A-1

Otorhinolaryngology Surgery

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-1, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's otorhinolaryngology surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,300.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$474,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Robert Wang
Matthew Ng
Oluwafunmilola Okuyemi
Jo-Lawrence Bigcas

Alycia Spinner
Tina Elkins
Harry Ching
Anna Tsai

EXHIBIT A-2

Plastics, Micro and Replantation

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-2, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's plastics, micro and replantation inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,850.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$675,250.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Richard Baynosa
John Brosious
John Menezes
Joshua Goldman

Ashley Pistorio
Carole Villamaria
Benjamin Monson

EXHIBIT A-3 Pediatric Surgery

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-3, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's pediatric surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,350.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$492,750.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Mike Scheidler
Sara Chang

Stephanie Jones

EXHIBIT A-4

Colorectal Surgery

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-4, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's colorectal surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$300.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$109,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Ovunc Bardakcioglu
Joe Thornton

EXHIBIT A-5

Oncologic Surgery

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-5, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's oncologic surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$300.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$109,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Dan Kirgan
Charles 'Randy' St Hill
Jenifer Baynosa

EXHIBIT A-6

Trauma and Trauma ICU Services

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-6, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's Trauma ICU patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Provide 24/7/365 secondary on-call coverage to Hospital's Trauma Department with daily rounds and consultative coverage in the trauma intensive care unit.
3. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,500.00 per 12-hour shift** for the Trauma Services set forth in this Exhibit, for an **annual amount not to exceed \$1,095,000.00**. Additionally, subject to Section 5.1, Hospital will also compensate Provider **\$700 per day** for the Trauma ICU Services set forth in this Exhibit, for an **annual amount not to exceed \$255,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Trauma Services Member Physicians and Advanced Practice Professionals:

Doug Fraser
Paul Chestovich
John Fildes
Deb Kuhls
Brandon Snook
Syed Saquib
Allison McNickle
Joseph Carrol
Carmen Flores
Stephanie Streit (USAF)

Trauma ICU Services and backup Trauma Services Member Physicians and Advanced Practice Professionals:

Doug Fraser
Paul Chestovich
John Fildes
Deb Kuhls
Brandon Snook
Syed Saquib
Allison McNickle
Joseph Carrol
Carmen Flores
Stephanie Streit (USAF)

EXHIBIT A-7

General Surgery Services

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-7, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's surgery services patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$547,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Brian Ward
Annabel Barber
Dan Kirgan
Charles 'Randy' St Hill
Jenifer Baynosa
Doug Fraser
Paul Chestovich
John Fildes
Deb Kuhls
Brandon Snook
Syed Saquib
Allison McNickle
Joseph Carrol
Carmen Flores
Stephanie Streit (USAF)

EXHIBIT A-8

Burn Care Services

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-8, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's burn care patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$950.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$346,750.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Sayed Saquib
Paul Chestovich

Joseph Carroll
Carmen Flores

EXHIBIT B
STANDARDS OF PERFORMANCE

UNLV Medicine shall, and require that all Member Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- b. If any Member Physicians are employed under the J-1 Visa waiver program, UNLV Medicine will so advise Hospital, and UNLV SOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;
- c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Equal Opportunity, Non-Discrimination, and Anti-Harassment Action Plan;
- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been

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

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's primary care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any Member Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and Member Physicians;
- r. Require that all medical record charts will be completed and signed by Member Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;

- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions;
- t. Upon request from the Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. Member Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents;
- v. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees;
- w. Participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate;

Attachment 1

Notice of False Claims and Statements

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

Civil penalties range from \$5,000 to \$10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Abuse and False Claims

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

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

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

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

Issue: Supply Agreement with Vericel Corporation	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Supply Agreement between Vericel Corporation 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: 3000702100
Description: Cultured Epidermal Autografts
Bid/RFP/CBE: NRS 332.115.4
Term: 1 Year
Amount: NTE \$500,000.00
Out Clause: 30 days' w/o cause

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

BACKGROUND:

Cultured Epidermal Autografts are created by culturing the patient's skin cells to grow grafts that establish more rapid wound closure and lower the rate of postoperative infection. This Agreement allows UMC to procure the autografts needed in various surgeries, for a not to exceed amount of \$500,000.00. The Agreement term is for one year with the option to amend for additional purchases at a mutually agreed upon fee.

UMC's Director of Material Management has reviewed the Supply Agreement and recommend approval by the Governing Board.

Pursuant to NRS 332.115(4), the competitive bidding process is not required as this is a purchase of goods commonly used by a hospital.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

16

SUPPLY AGREEMENT

This Supply Agreement ("Agreement") by and among the Vericel Corporation, ("Supplier") and, University Medical Center of Southern Nevada, a county-owned hospital established in accordance with Chapter 450 of the Nevada Revised Statutes, ("Customer") is for the supply of certain cultured epidermal autografts described on Exhibit A ("Tissue").

1. **Term of Agreement.** This Agreement will commence upon signature (the "Effective Date"), set forth below and shall continue for a period of one (1) year. The parties may amend this Agreement to add new Tissue, if applicable, at a mutually agreed upon fee. Customer or a Supplier may terminate this Agreement at any time upon 30 days' notice. Customer agrees to pay Supplier for the products described in the attached Exhibit A, up to the not-to-exceed amount of \$500,000.00 for the Term of Agreement, however Customer is not obligated to purchase any minimum dollar amount. Payment shall be made within thirty (30) days of receipt of an approved invoice.
2. **Supplying Tissue.** Supplier will use all commercially reasonable efforts to provide Customer with Tissue upon request in accordance with this Agreement and its customary supply policies. Supplier may discontinue supplying certain Tissue or modify the technical specifications of Tissue when it determines such action is appropriate or necessary.
3. **Processing Fees and Payment.** Subject to any contrary provision of Exhibit A which applies to Tissue identified on that Exhibit, Customer agrees to make payment for all Tissue in accordance with each Supplier's Standard Processing Fees for such Tissue as published by Supplier which are in effect at the time Tissue is delivered. Except as set forth on Exhibit A, Supplier reserves the right to modify its Standard Processing upon 30 days' notice. All payment terms are Net 30 days from the date of the invoice. Shipments will be delivered F.O.B. Destination.
4. **Third Parties and Affiliates.** Contemporaneously with the execution of this Agreement and thereafter on request, Customer will provide Supplier with a list of medical or research facilities that belong to Customer's system that will utilize this Agreement as a related party to Customer ("Affiliates"). For purposes of this Agreement, the term "Customer" shall include any Affiliates, and Customer shall be responsible for the acts and omissions of its Affiliates and for their compliance with this Agreement. There are no third party beneficiaries to this Agreement.
5. **Entire Agreement.** This Agreement, together with the exhibits and attachments hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter. This Agreement may be modified only by an amendment signed by Customer and Supplier. The terms of any purchase order, invoice or similar document used to implement this Agreement shall not modify, and shall be subject to, this Agreement. Each party is a duly organized legal entity and validly existing in good standing under the laws of the state in which it is incorporated. Each party has the power and authority, and has taken all corporate action necessary, to execute, deliver and perform this Agreement.
6. **Legal Changes.** If, in the reasonable good faith opinion of legal counsel to either party hereto, this Agreement or the performance by either party of its obligations hereunder may violate any material law or regulation or present a substantial risk of the loss or restriction of such party's license, tax exemption, or right to participate in Medicare, Medicaid, or any other governmental program, then either party may, upon notice, terminate this Agreement unless the parties mutually agree to amend the Agreement to cure any such deficiency to the satisfaction of each party.
7. **Warranty and Liability Limitation.** Supplier warrants that the Tissue provided by it has been collected, processed, stored, and distributed according to the Standards for Tissue Banking set forth by the American Association of Tissue Banks and Title 21, Code of Federal Regulations (CFR) part 1270, Human Tissue Intended for Transplantation and Part 1271, Establishment Registration and Listing. Supplier makes no representations or warranties concerning the Biologic Properties or Biomechanical Properties of Tissue. "Biologic Properties" means the genetic properties of a part or function of a living body, and "Biomechanical Properties" means the mechanical properties of a part or function of a living body, which properties depend upon the inherent properties of the part or function's constituents and upon how the constituents are arranged relative to each other. Similarly, Customer warrants that it will receive, inspect, store, transplant, and use or dispose of all Tissue in accordance with all applicable laws, regulations and industry guidelines. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PARTY GUARANTEES OR MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM LOST PROFITS OR LOSS OF BUSINESS, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES.
8. **Non-Excluded Healthcare Provider:** Supplier represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. Supplier represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Supplier or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.
9. **Assignment.** No assignment of the rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party, which shall not be unreasonably withheld.

10. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the state of Nevada without regard to its choice of law provisions. Venue shall be any court of competent jurisdiction in Clark County, Nevada.

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

12. Financial Obligation. Supplier shall incur no financial obligation on behalf of Customer without prior written approval of Customer or its Governing Board. Notwithstanding the above, Customer represents and warrants that Customer or its Governing Board has provided written approval for financial obligations that Customer shall incur under this Agreement.

13. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control. The parties shall be relieved of their obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

14. Non-Discrimination. Supplier hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.

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

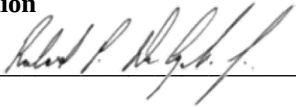
16. Notices: All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent by fax or commercial overnight delivery service, upon the next business day, or (iii)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

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

To Supplier: Vericel Corporation Legal
Department 64
Sidney Street
Cambridge, MA 02139

IN WITNESS WHEREOF, the parties hereby indicate their acceptance of any and all terms of this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

Vericel Corporation

Signature: 

Printed Name: Roland P DeAngelis Jr.

Title: Senior Vice President, Commercial Operations

Date: 8/14/2020

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

EXHIBIT A

Epice^l[®]

(cultured epidermal autografts)

Attachment: Revised Epice^l Price List

Pricing Policy Effective January 1, 2020	
Price	\$3,792 USD per graft
Minimum Order	15 Grafts
Biopsy Processing Fee	(removed for 2020)

t Biopsy Processing Fee is a one-time fee invoiced once a graft order has been received by Verice^l. If an order is cancelled for any reason; Verice^l will invoice and be entitled to collect the Biopsy Processing Fee.

Cancellation Policy:

- If the product shipment is cancelled after 9:00 AM EST two days prior to the scheduled surgery, Verice^l will invoice and be entitled to collect 100% of the order price.

If you have any questions, please contact your Epice^l Cell Therapy Specialist or the Epice^l Customer Care at 1-800-CEA-SKIN (800-232-7546).

**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. Page 230 of 290

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:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

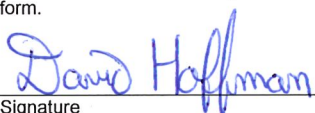
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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/sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature	 Print Name
 Title	 Date

DISCLOSURE OF RELATIONSHIP

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

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:

Page 232 of 290

Signature

Print Name
Authorized Department Representative

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

Issue:	First Amendment to the Service Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Amendment 1 to the Service Agreement for Rapid Patient Service Desk Activation between Bluetree Network, Inc., 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 Name: UMC Operating Fund
Fund Center: 3000991100	Funded Pgm/Grant: N/A
Description: Additional Funds for Patient Service Desk Activation	
Bid/RFP/CBE: NRS 332.112 - Emergency Contracts and NRS 332.115(1)(b) - Professional Services	
Term: 5/21/2020 – 1/20/2021	
Amount: NTE \$1,700,000.00 for Amendment 1; Total NTE \$2,395,250	
Out Clause: 30 days without cause	

BACKGROUND:

This request for approval of the First Amendment to UMC's Agreement with Bluetree Network, Inc. ("Bluetree") for Rapid Patient Service Desk Activation, which increases funding from \$695,250.00 to \$2,395,250.00 for the term – an increase of \$1,700,000.00. The Agreement was previously entered into on an emergency basis to meet the needs of the hospital during the COVID-19 pandemic; specifically, Bluetree provides UMC support with patient calls regarding MyChart accounts and scheduling in accordance with service level metrics. The term of the Agreement is through January 20, 2021, with the option to terminate without cause with 30 days' prior written notice.

UMC's Director of Patient Access Services and Eligibility & Financial Services has reviewed the First Amendment and recommends approval. The Amendment was approved as to form by UMC's Office of General Counsel and recommend approval by the Governing Board.

In accordance with NRS 332.112, the competitive bidding process is not required as the services were immediately necessary for UMC to respond to the COVID-19 emergency. NRS 332.115(1)(b) is also applicable as services are professional in nature.

This Amendment 1 was reviewed by the Governing Board Audit and Finance Committee at their August 19, 2020 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
August 26, 2020

Agenda Item #

17

**First Amendment to the Service Agreement for Rapid Patient Service Desk Activation
University Medical Center of Southern Nevada and Bluetree Network, Inc.**

This First Amendment ("First Amendment") to the Agreement between University Medical Center of Southern Nevada and Bluetree Network, Inc. effective May 21, 2020, is effective as of July 17, 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 **BlueTree Network, Inc.** a Wisconsin Corporation, ("**Company**").

WHEREAS, Company and UMC have agreed to that to the Service Agreement University Medical Center of Southern Nevada and Bluetree Network Inc., having an effective date of May 21, 2020, (the "Agreement"); and

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

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

1. Compensation. Section II Part A is hereby deleted in its entirety and replaced with the following:
"HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) following the pricing table and not-to-exceed amount of \$2,395,250.00. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. The not-to-exceed amount is inclusive of up to \$40,000.00 of funding to be applied toward implementation of 3rd party identification functionality. Please reference applicable project charter for specific scope of work, deliverable, and other relevant details."
2. 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 of the date of countersignature below.

BlueTree Network, Inc.

University Medical Center of Southern Nevada

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mason VanHouweling

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:0						
Corporate/Business Entity Name:		BlueTree Network, Inc.				
(Include d.b.a., if applicable)		N/A				
Street Address:		4513 Vernon Blvd, Ste 301		Website: https://www.bluetreenetwork.com/		
City, State and Zip Code:		Madison, WI 53705		POC Name: Legal Department Email: legal@bluetreenetwork.com		
Telephone No:		(608)729-7355		Fax No: (608)237-2450		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Reggie Luedtke	Founder	28.5%
Theodore Gurman	Founder	32.5%

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

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

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

 Signature	Jeremy Schwach Print Name
President Title	07/11/18 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Receive Education on Current Economic Environment and Forecast for Southern Nevada Post-COVID	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a presentation from Jeremy Aguero of Applied Analysis, on the current economic environment and forecast for Southern Nevada Post-COVID-19; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

Jeremy Aguero of Applied Analysis will provide a presentation on the current economic environment and forecast for Southern Nevada Post-COVID-1.

Cleared for Agenda
August 26, 2020

Agenda Item #

18

COVID-19 AND NEVADA'S ECONOMY

AUGUST 26, 2020

COVID-19 Crisis



Public
Health



Economic



Fiscal



Legal

COVID-19 Crisis



Public
Health

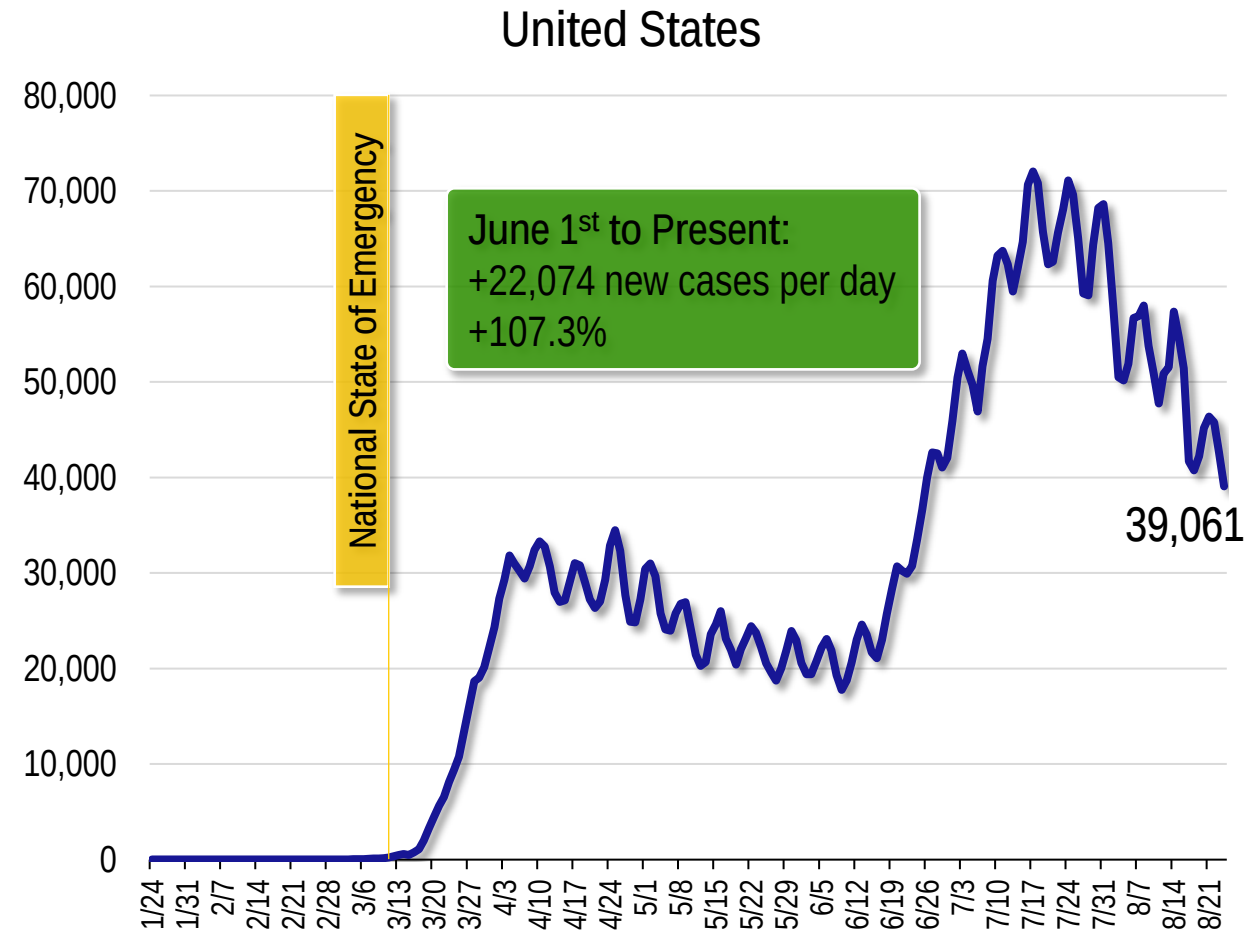
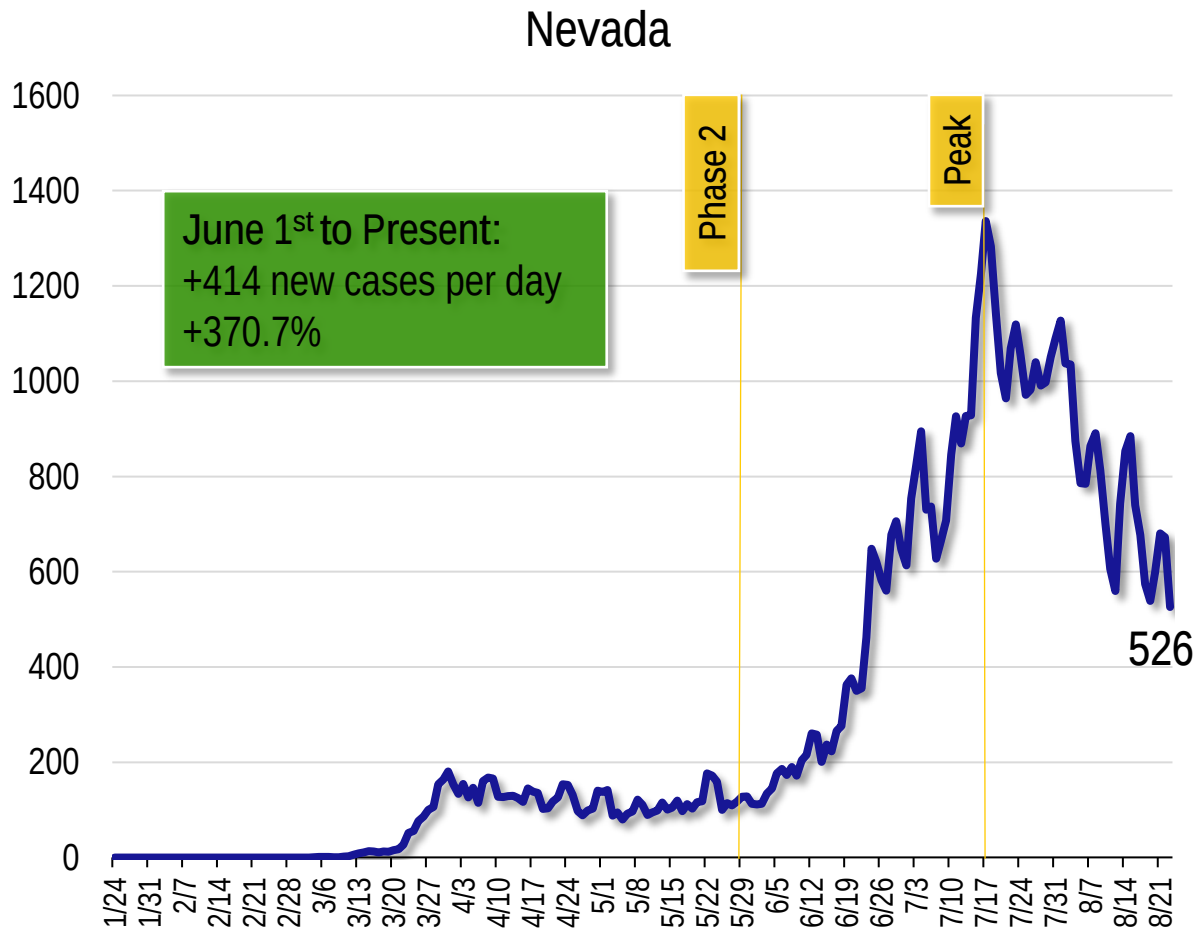
Economic

Fiscal

Legal

Flattening the Curve

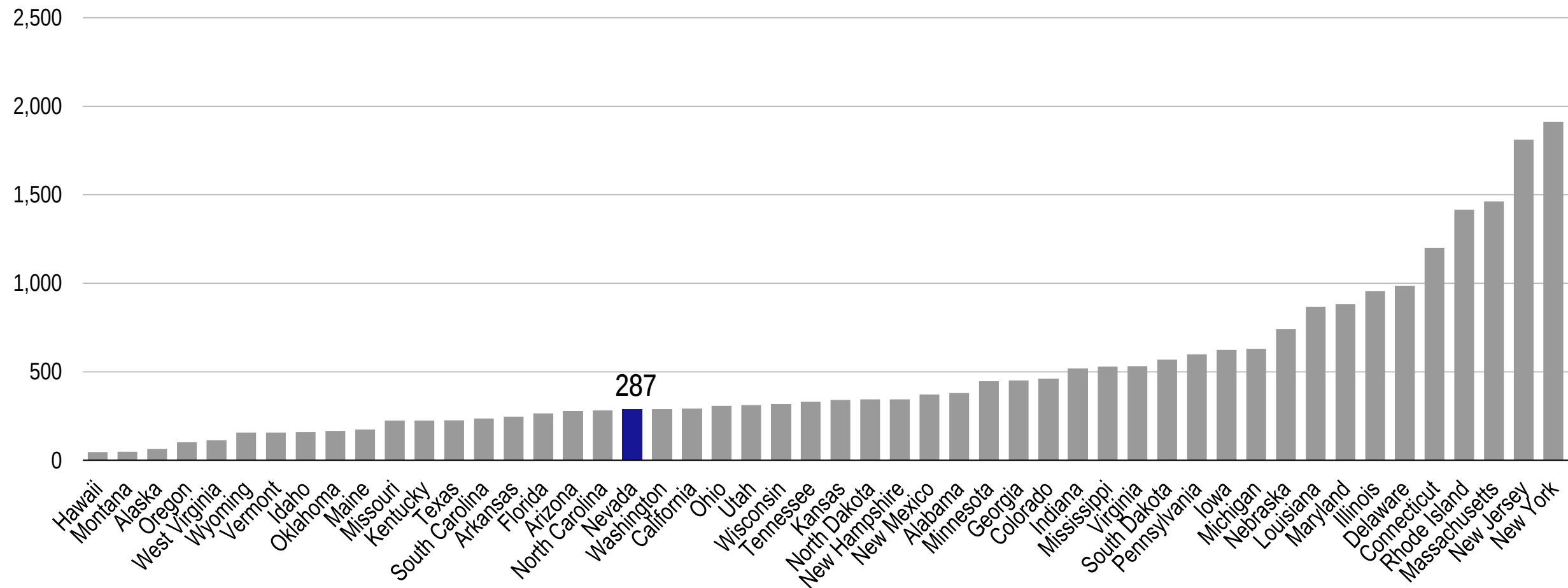
New Daily COVID-19 Cases | 3-Day Rolling Average



Source: Johns Hopkins University; Nevada Department of Health and Human Services

Confirmed COVID-19 Cases per 100,000 Residents

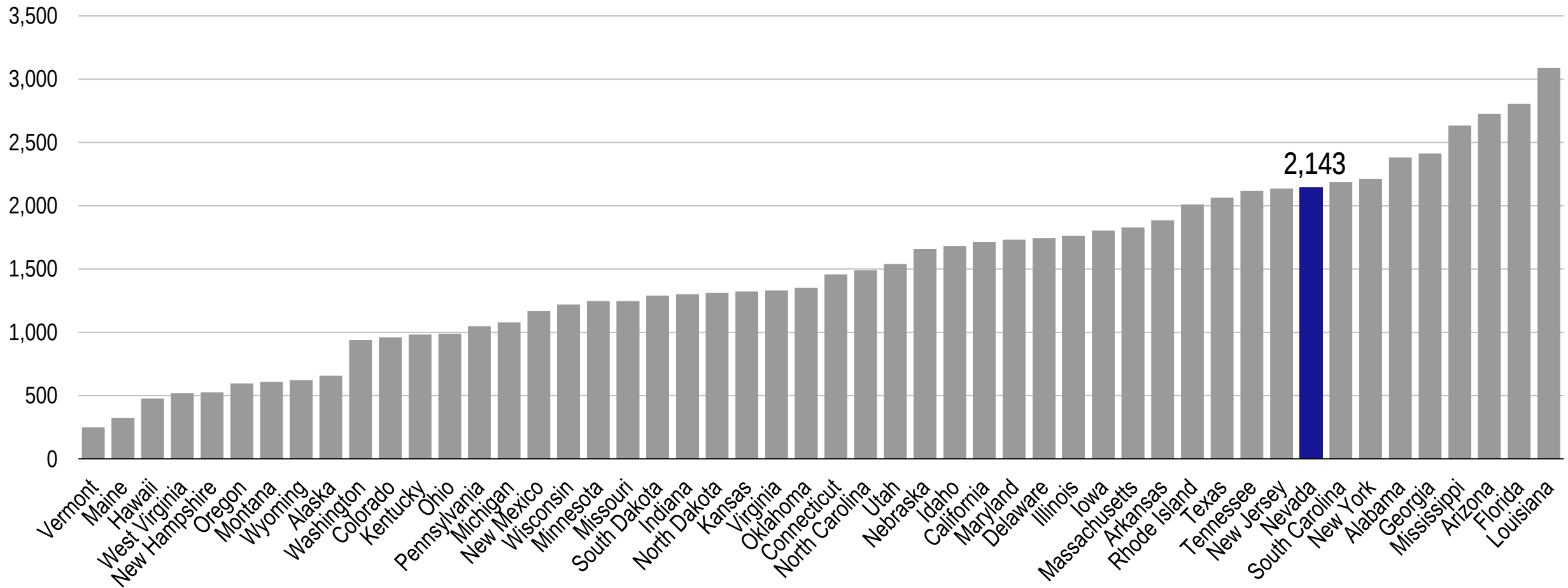
By State (June 1)



Source: Johns Hopkins University; Nevada Department of Health and Human Services; US Census Bureau

Confirmed COVID-19 Cases per 100,000 Residents

By State (August 24)



Source: Johns Hopkins University; Nevada Department of Health and Human Services; US Census Bureau

COVID-19 Crisis

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Public Health".

Public
Health

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Economic".

Economic

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Fiscal".

Fiscal

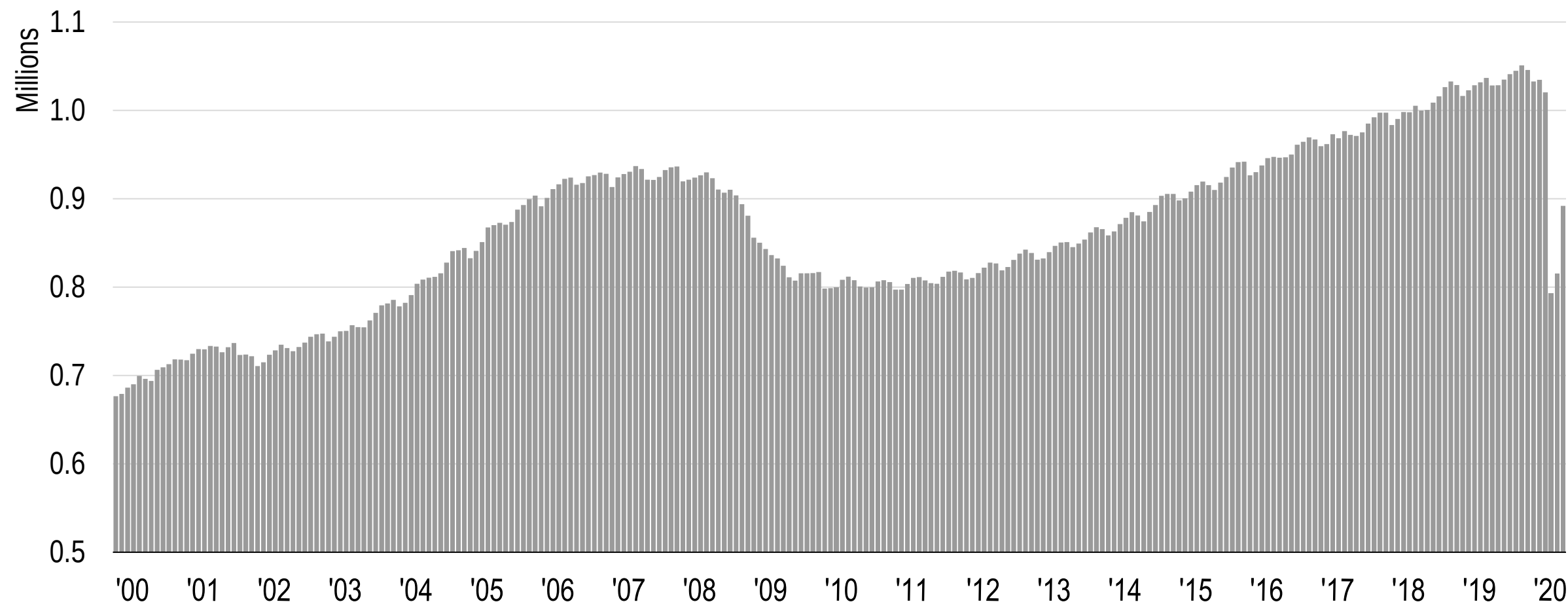
A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Legal".

Legal

COVID-19 Crisis

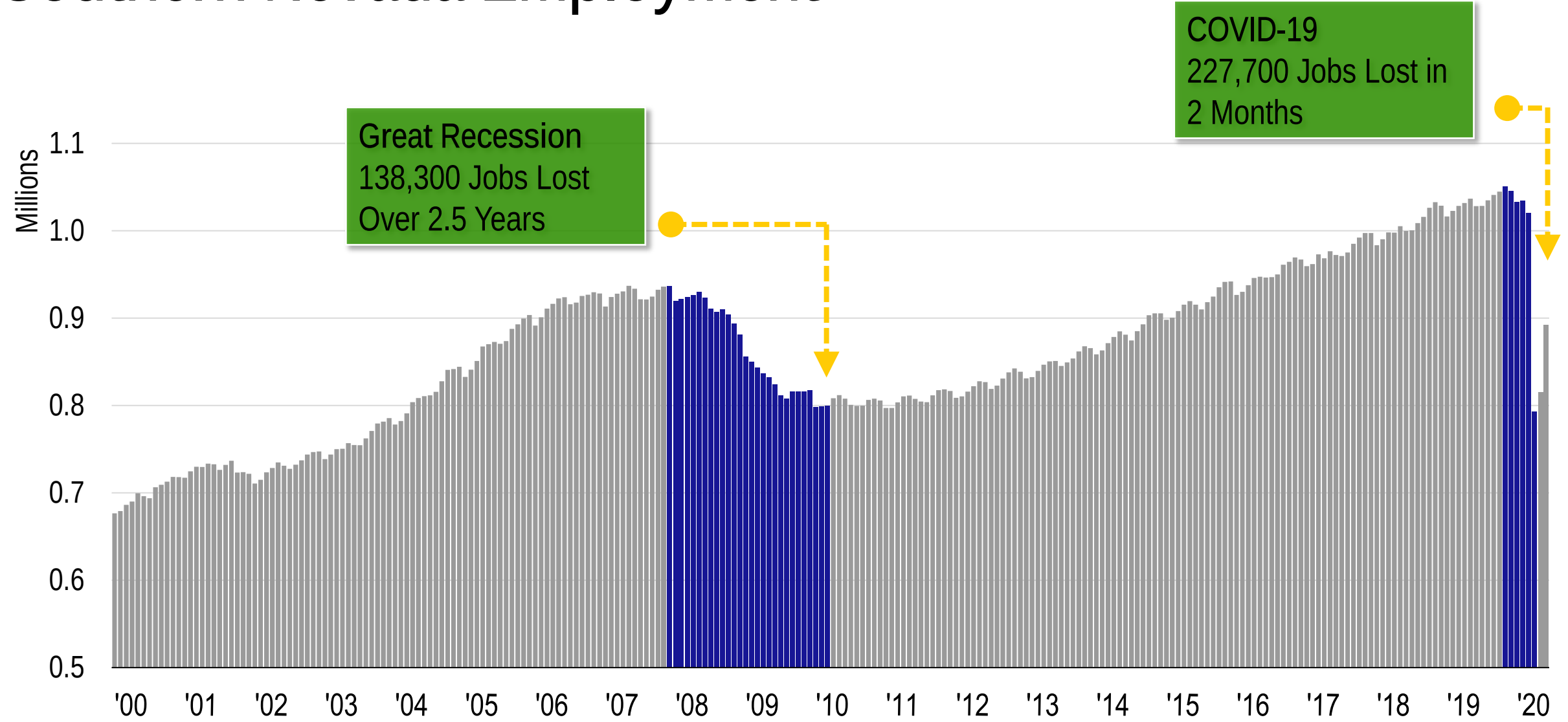


Southern Nevada Employment



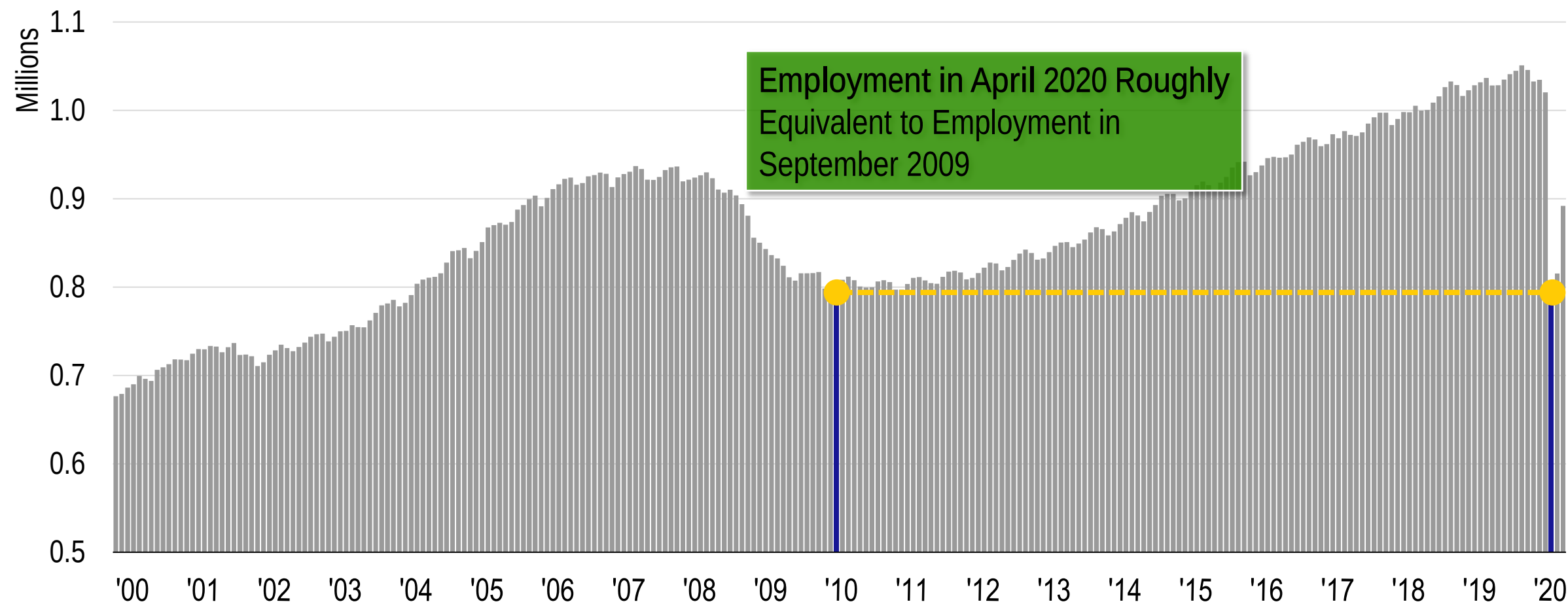
Source: U.S. Bureau of Labor Statistics

Southern Nevada Employment



Source: U.S. Bureau of Labor Statistics

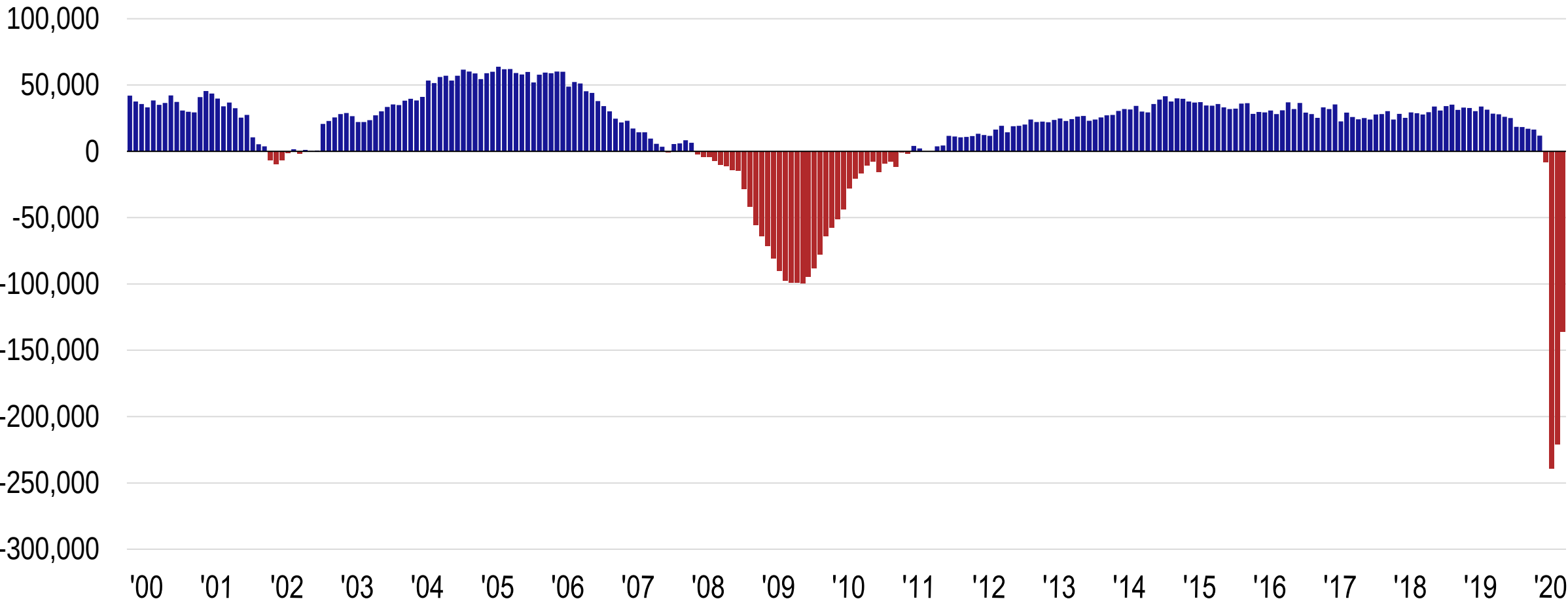
Southern Nevada Employment



Source: U.S. Bureau of Labor Statistics

Southern Nevada Employment

Year-Over-Year Change

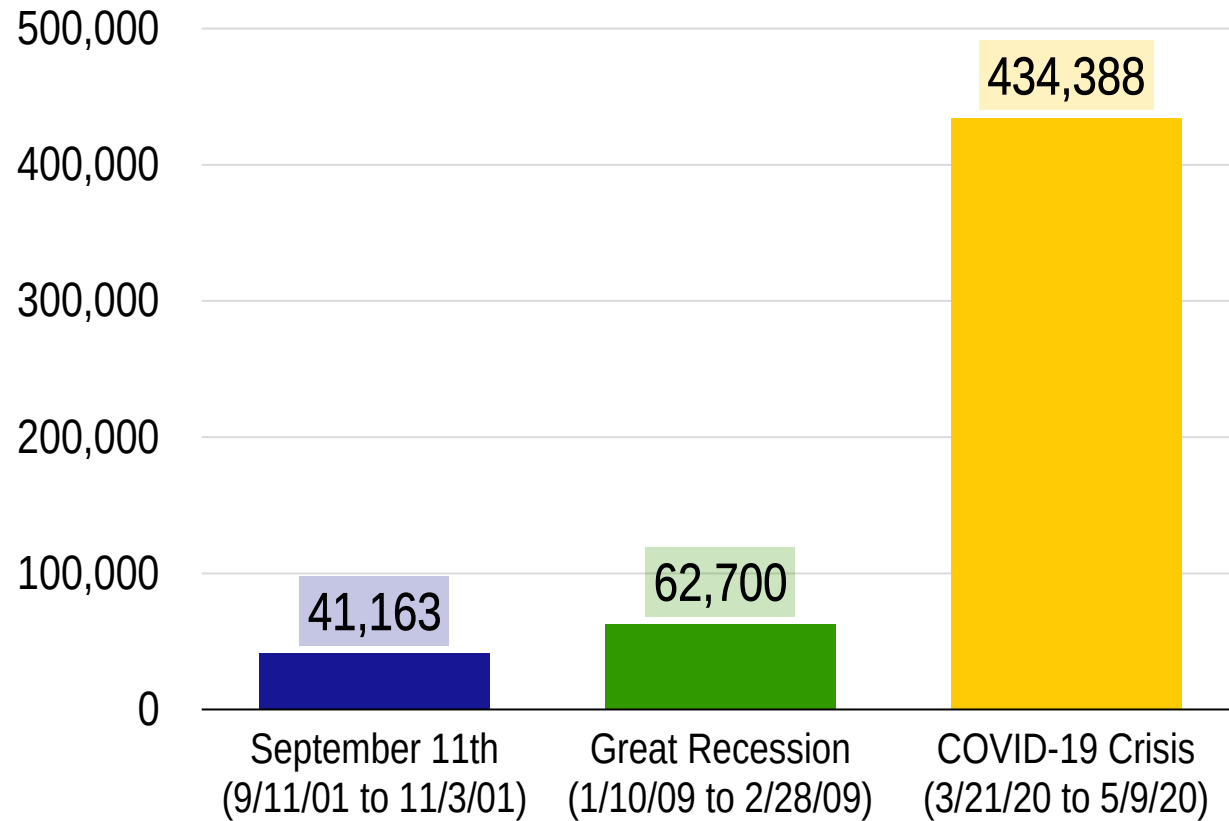


Source: U.S. Bureau of Labor Statistics

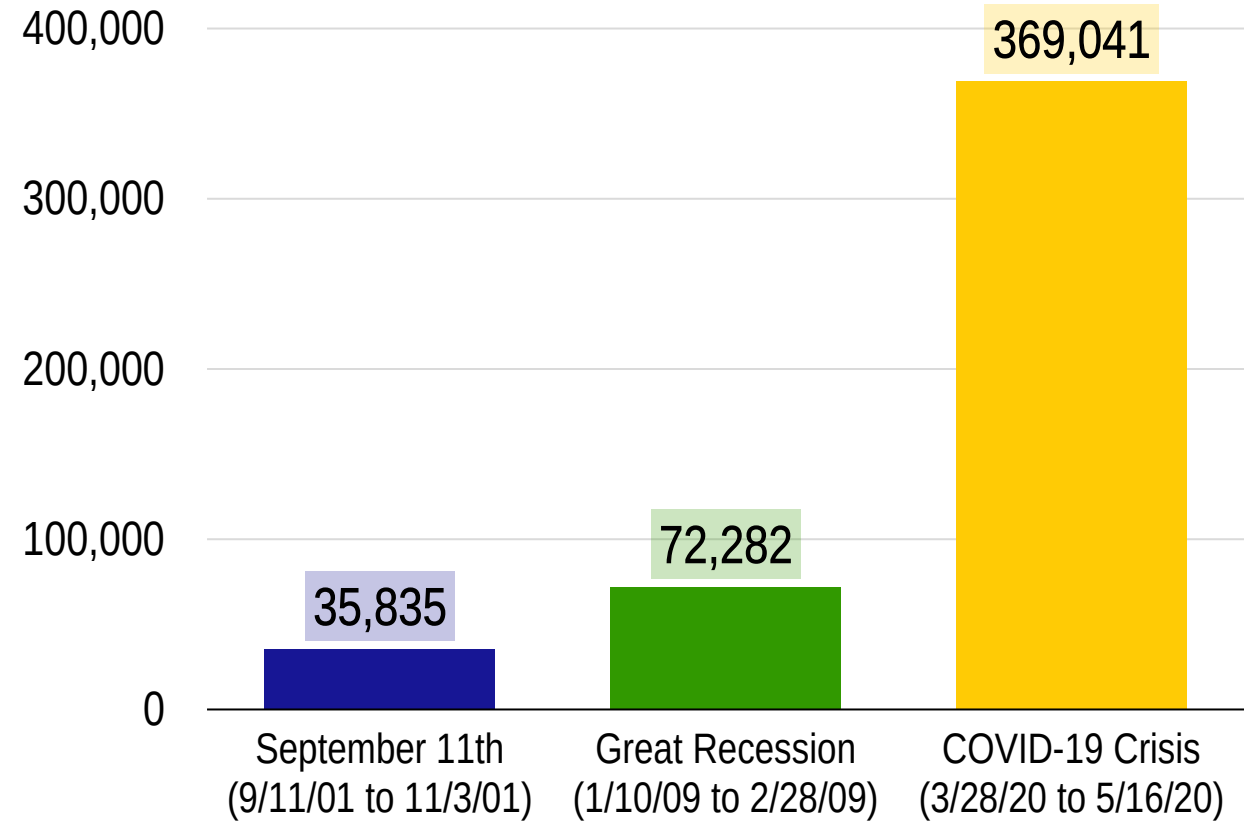
The Speed of the Decline

Unemployment Insurance Claims | Historical 8-Week Periods

Initial Claims

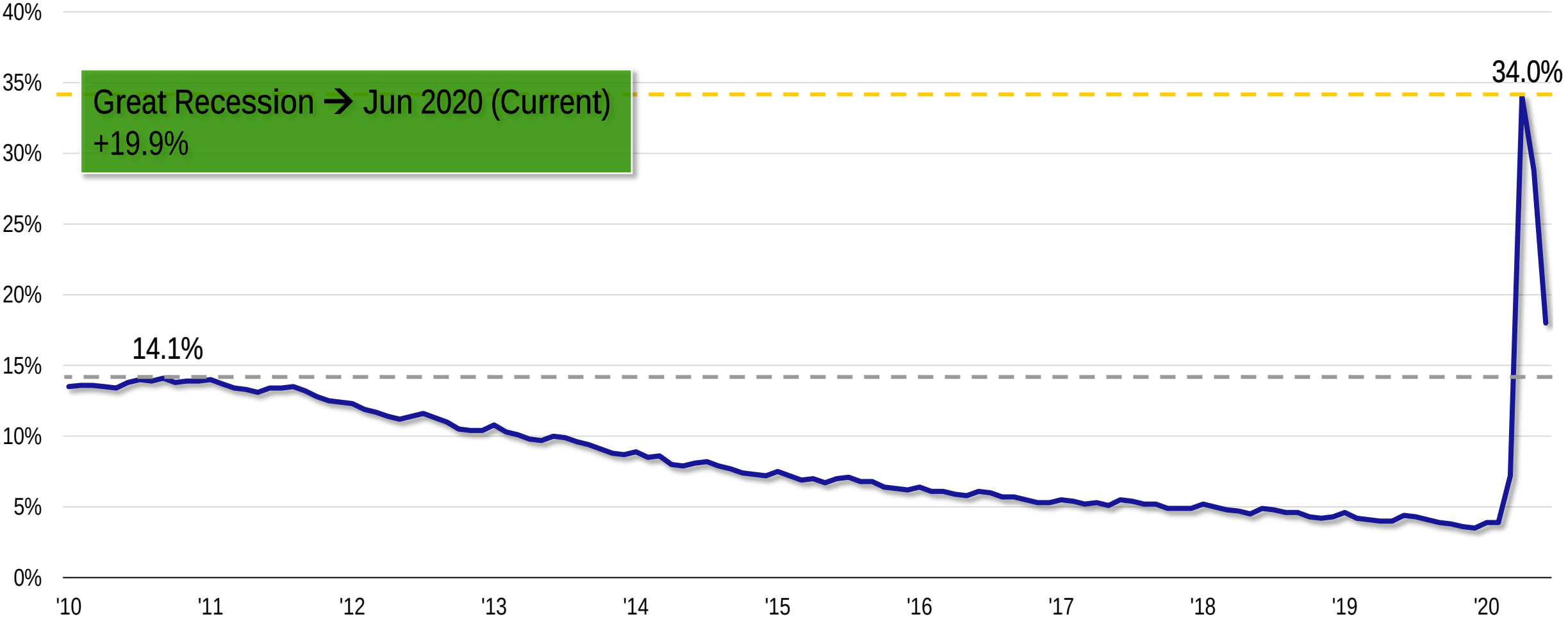


Continued Claims



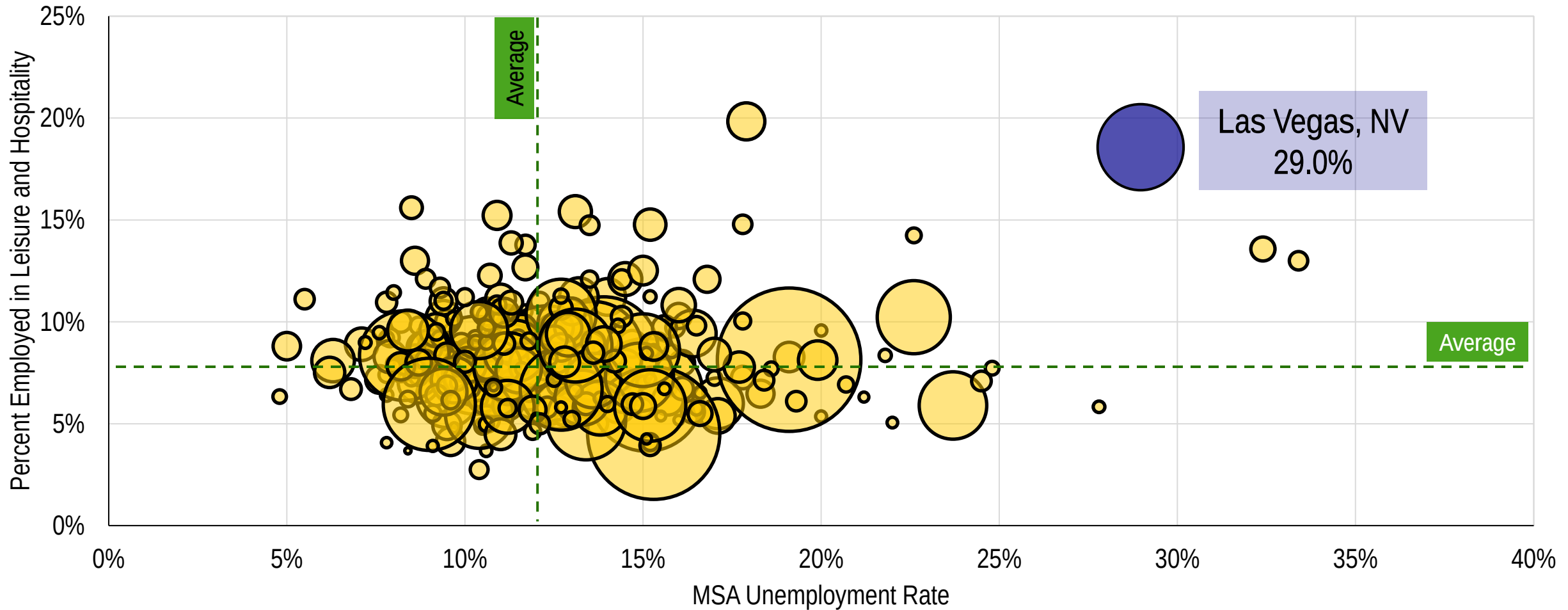
Source: Nevada Department of Employment, Training and Rehabilitation

Southern Nevada's Unemployment Rate Movement



Source: Bureau of Labor Statistics/Applied Analysis

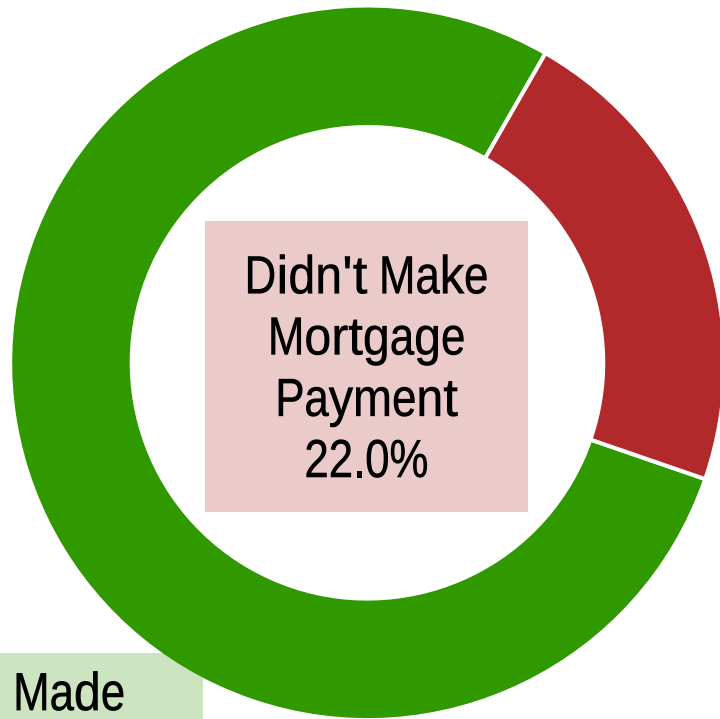
MSA Unemployment Rate vs. Percent Employed in Leisure/Hospitality vs. Size of Leisure/Hospitality Industry



Source: US Bureau of Labor Statistics and Applied Analysis

Why This Matters...

Mortgage Payment Last Month



Nevadans Reporting Food Insufficiency “Sometimes” or “Often” in the Past 7 Days

302,062

Delayed Getting Medical Care Because of COVID-19 During Past Four Weeks

37.8%

Source: U.S. Census Bureau Household Pulse Survey, Week 12

COVID-19 Crisis

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Public
Health

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Economic".

Economic

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Fiscal".

Fiscal

A large, stylized blue chevron pointing right, with a white rounded rectangle in the center containing the text "Legal".

Legal

COVID-19 Crisis



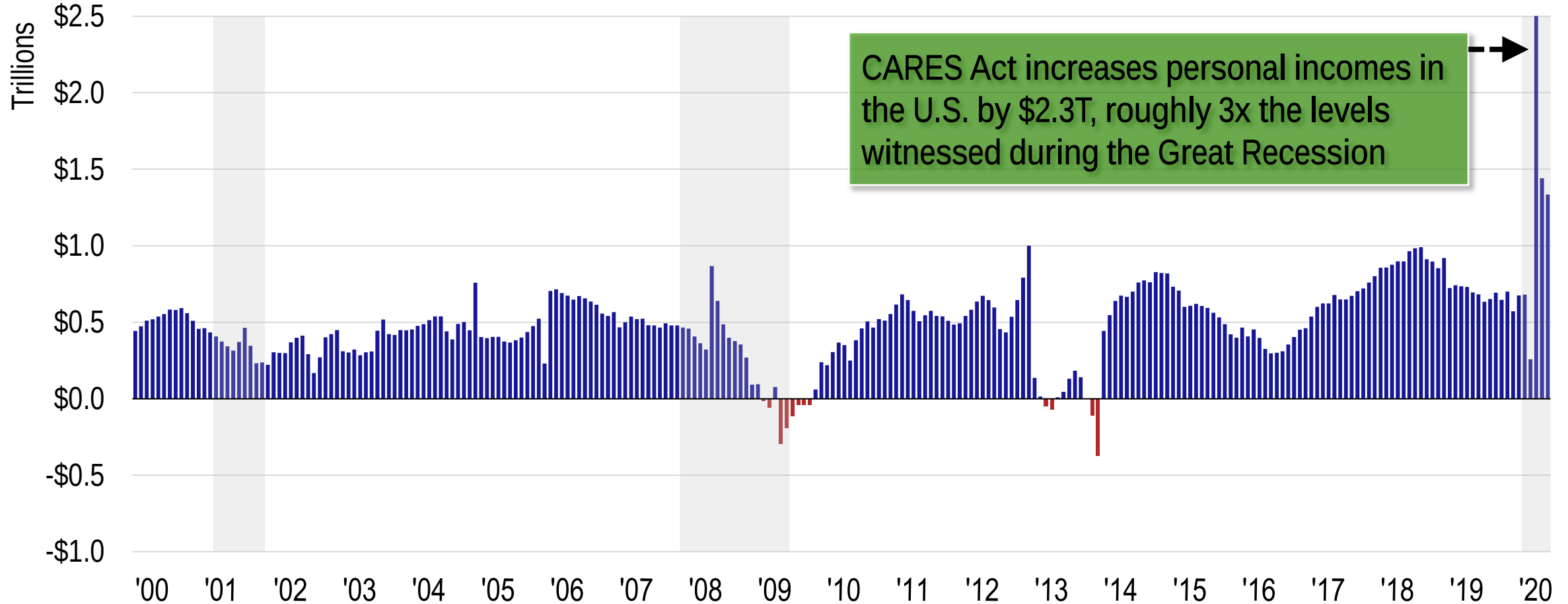


CARES Act

Coronavirus Aid,
Relief, and Economic
Security Act

U.S. Disposable Personal Income

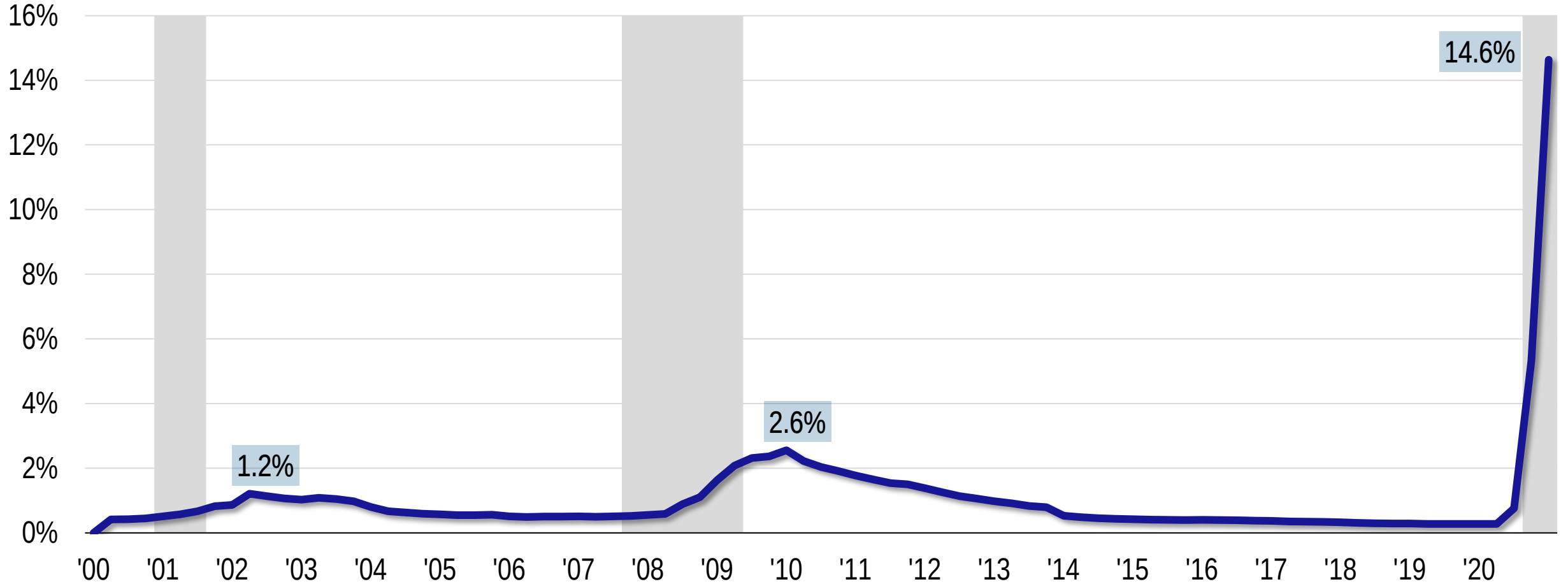
Year-over-Year Total Growth



Source: Federal Reserve Bank of St. Louis

Unemployment Compensation as % of Wages & Salaries

United States



Source: U.S. Bureau of Economic Analysis; Josh Bivens

Estimated Cares Act Aid Funding Allocation

Nevada

Name	Estimated Funding	Expiration
Paycheck Protection Program (PPP) (<i>2.5x monthly average</i>)		
Emergency Increase in Unemployment Compensation (\$600 per Week)		
2020 Recovery Rebates for Individuals (\$1,200 per Adult; \$500 per Child)		
Coronavirus Relief Fund (State and Local Governments)		
Pandemic Unemployment Assistance		
Public Health and Social Services Emergency Fund		
Subsidy for Certain Loan Payments		
Expansion of the Medicare Hospital Accelerated Payment Program		
Other		
TOTAL		

Note: Preliminary estimates and potentially conservative.

Estimated Cares Act Aid Funding Allocation

Nevada

Name	Estimated Funding	Expiration
Paycheck Protection Program (PPP) (<i>2.5x monthly average</i>)	\$4.2 Billion	
Emergency Increase in Unemployment Compensation (\$600 per Week)	\$3.7 Billion	
2020 Recovery Rebates for Individuals (\$1,200 per Adult; \$500 per Child)	\$2.6 Billion	
Coronavirus Relief Fund (State and Local Governments)	\$1.3 Billion	
Pandemic Unemployment Assistance	\$1.1 Billion	
Public Health and Social Services Emergency Fund	\$891.0 Million	
Subsidy for Certain Loan Payments	\$824.5 Million	
Expansion of the Medicare Hospital Accelerated Payment Program	\$617.1 Million	
Other	<u>\$3.6 Billion</u>	
TOTAL	±\$18.8 Billion	

Note: Preliminary estimates and potentially conservative.

Estimated Cares Act Aid Funding Allocation

Nevada

Name	Estimated Funding	Expiration
Paycheck Protection Program (PPP) (<i>2.5x monthly average</i>)	\$4.2 Billion	August 8, 2020
Emergency Increase in Unemployment Compensation (\$600 per Week)	\$3.7 Billion	July 31, 2020
2020 Recovery Rebates for Individuals (\$1,200 per Adult; \$500 per Child)	\$2.6 Billion	May 2020
Coronavirus Relief Fund (State and Local Governments)	\$1.3 Billion	December 30, 2020
Pandemic Unemployment Assistance	\$1.1 Billion	December 31, 2020
Public Health and Social Services Emergency Fund	\$891.0 Million	September 30, 2024
Subsidy for Certain Loan Payments	\$824.5 Million	September 30, 2021
Expansion of the Medicare Hospital Accelerated Payment Program	\$617.1 Million	April 26, 2020
Other	<u>\$3.6 Billion</u>	Varies
TOTAL	±\$18.8 Billion	

Note: Preliminary estimates and potentially conservative.

31st (2020) Special Session of the Nevada Legislature



State Budget
Deficit
\$1.2 Billion

Budget Reductions

Dept. of Health and
Human Services
\$152 Million

Dept. of Education
(K-12)
\$150 Million

Nevada System of Higher Education
\$135 Million

Capital Projects
\$73 Million

Revenue Increases

Net Proceeds of
Minerals Prepay
\$55 Million

Governmental
Services Tax
\$48 Million

CARES Act
\$50 Million

Transfers and Reallocations
\$91 Million

COVID-19 Crisis

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Public
Health

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Legal

COVID-19 Crisis



Public
Health

Economic

Fiscal

Legal

Potential Legal Issues

- Contract Claims (Force Majeure)
- Business Liability Claims
- Bankruptcy, Foreclosure
- Consumer Protection Legislation
- Executive Branch Powers



Cruise Lines Face Investigation and Wrongful Death Lawsuit over “Dramatically Mishandled” Virus Response

“The wrongful death lawsuit was filed on behalf of 27-year-old Pujiyoko, a housekeeping employee from Indonesia. The suit claims he contracted COVID-19 on Royal Caribbean's Symphony of the Seas, getting sick only after passengers left the ship.”

Business Liability Actions Taken by Senate Bill No. 4

IMMUNE

FROM CIVIL LIABILITY

- For Profit Businesses
- Government Entities
- Private Nonprofits

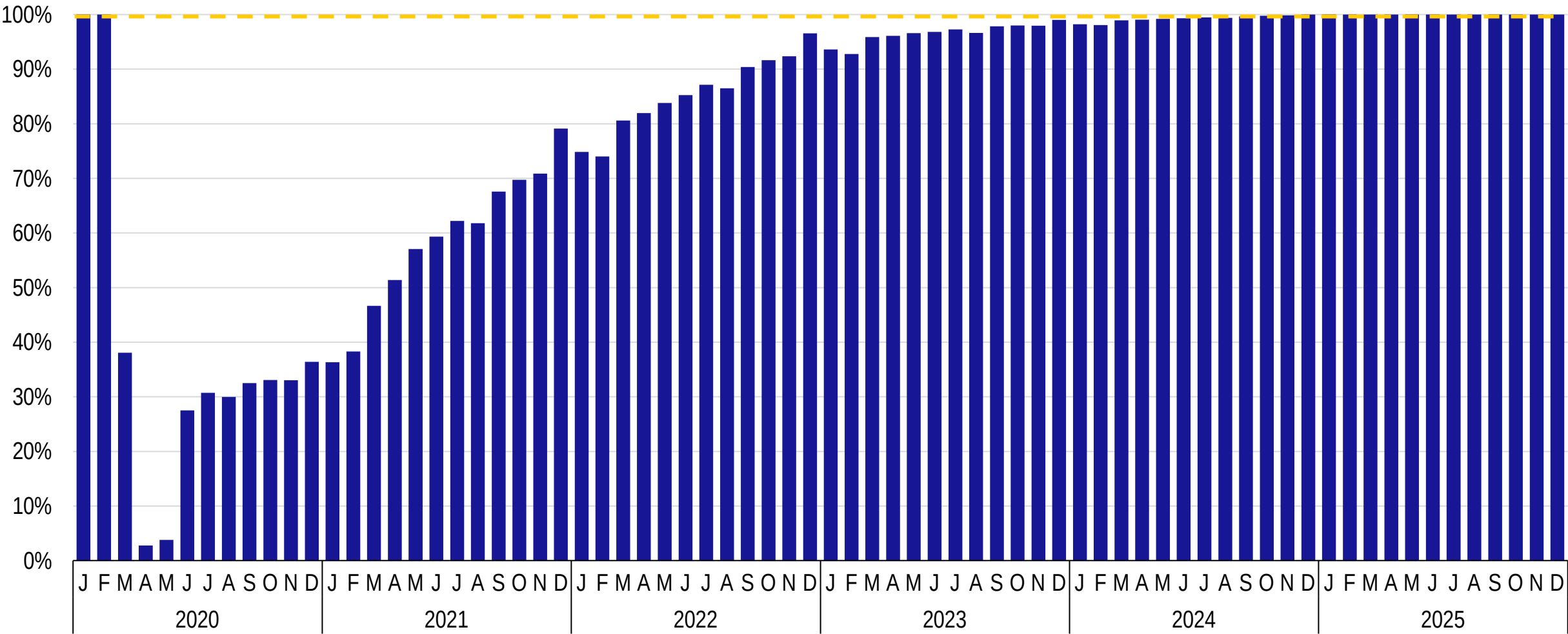
NOT IMMUNE

FROM CIVIL LIABILITY

- Hospice Care Facilities
- Intermediate Care Facilities
- Skilled Nursing Facilities
- Hospital/Independent Emergency Care Centers
- Public and Charter Schools (Pre-K, K-12)
- Hospice and Medical Nonprofits

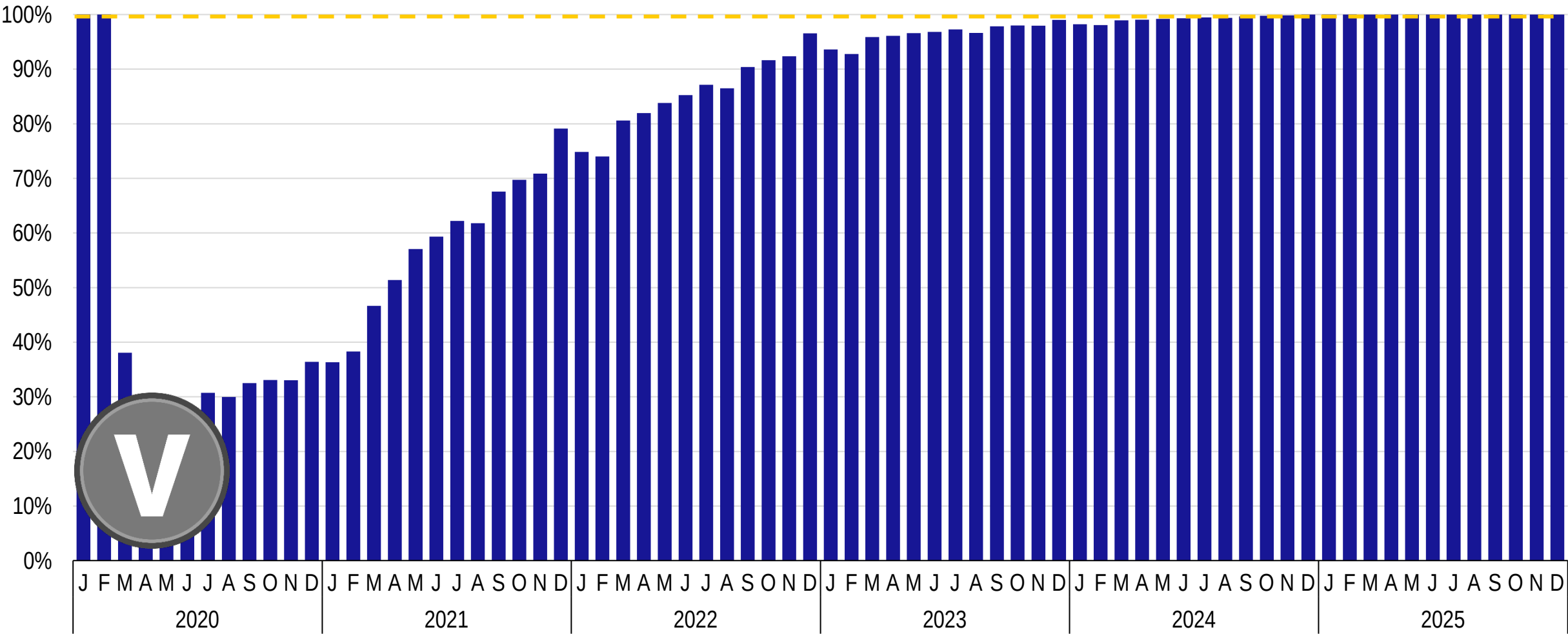
Visitor Volume in Southern Nevada

Recovery Curve



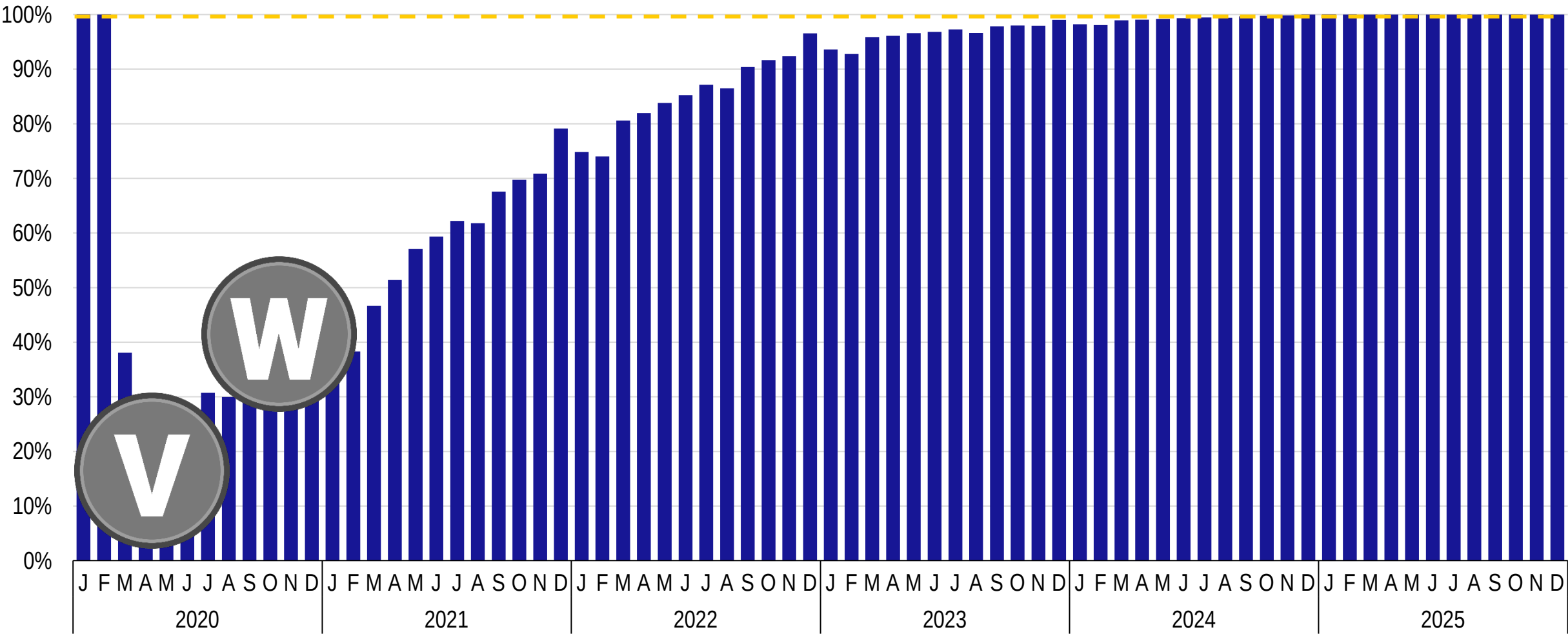
Visitor Volume in Southern Nevada

Recovery Curve



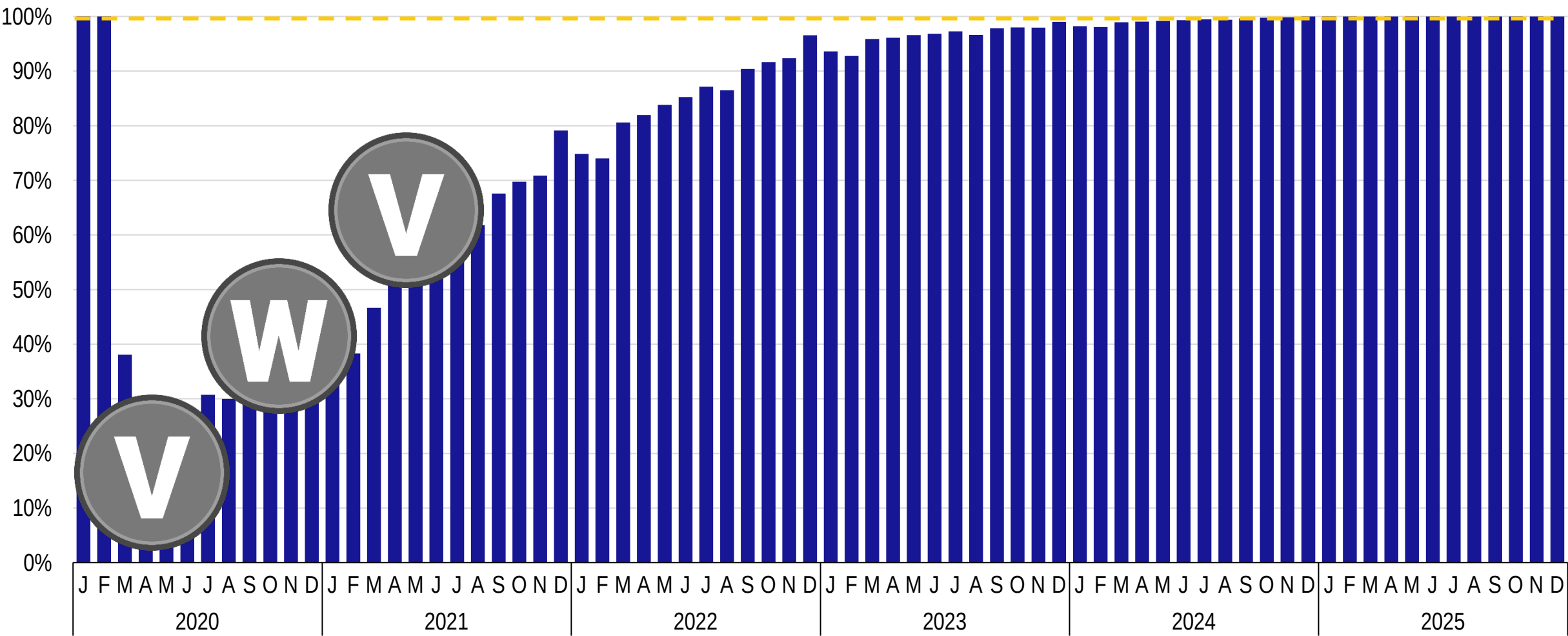
Visitor Volume in Southern Nevada

Recovery Curve



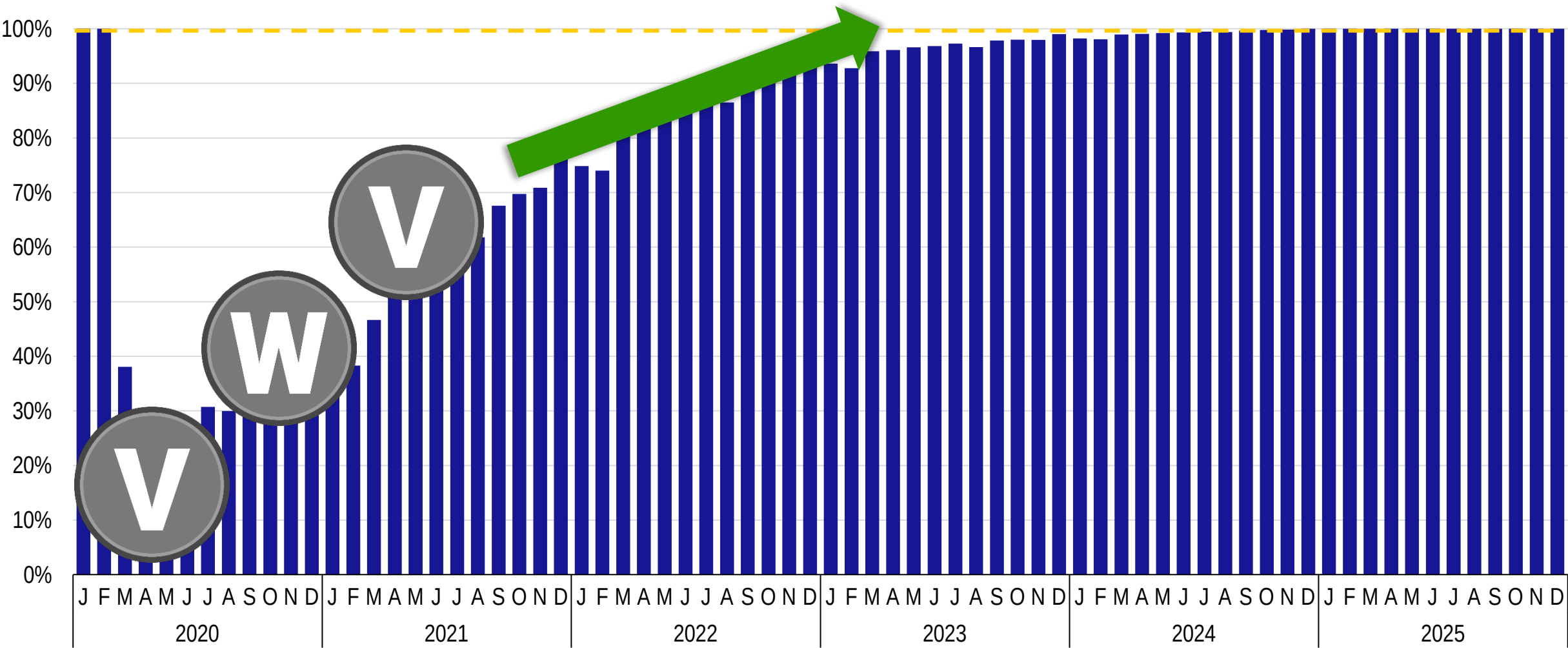
Visitor Volume in Southern Nevada

Recovery Curve



Visitor Volume in Southern Nevada

Recovery Curve



COVID-19 AND NEVADA'S ECONOMY

AUGUST 26, 2020

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

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs 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 August 10, 2020 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
August 26, 2020

Agenda Item #

19

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

Issue: Report from Governing Board Strategic Planning Committee	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Strategic Planning 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 August 5, 2020 Governing Board Audit and Finance Committee meetings.

Cleared for Agenda
August 26, 2020

Agenda Item #

20

**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 August 19, 2020 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
August 26, 2020

Agenda Item #

21

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

Issue: Monthly Financial Report for June FY20 and July 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 June FY20 and July FY21; and take any action deemed appropriate	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on June FY 20 and July FY 21 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
August 26, 2020

Agenda Item #

22



July 2020 Financials

SUMMARY INCOME STATEMENT – YTD JUN

REVENUE	Actual	Budget	Variance	% Variance	
Total Net Revenue	\$633,050,695	\$681,683,082	(\$48,632,386)	(7.13%)	⬇️
Net Patient Revenue as a % of Gross	16.79%	19.14%	(2.35%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$708,004,447	\$693,672,393	(\$14,332,053)	(2.07%)	⬇️
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$74,953,751)	(\$11,989,312)	(\$62,964,439)	(525.17%)	⬇️
Add back: Depr & Amort.	\$22,682,994	\$22,808,594	\$125,599	0.55%	⬆️
Tot Inc from Ops plus Depr & Amort.	(\$52,270,757)	\$10,819,282	(\$63,090,038)	(583.13%)	⬇️
CARES Act Funding	\$32,405,323	\$0	(\$32,405,323)	0.00%	⬆️
Tot Inc from Ops plus Depr & Amort. less CARES Act	(\$84,676,080)	\$10,819,282	(\$95,495,361)	(882.64%)	⬇️

KEY INDICATORS- JUL

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	17,243	12,350	4,893	39.62%	15,832	8.91%
Total Admissions	1,744	1,304	440	33.74%	1,884	(7.43%)
Observation Cases	1,089	1,462	(373)	(25.51%)	1,462	(25.51%)
AADC	556	398	158	39.70%	511	8.81%
ALOS (Admits)	6.36	6.25	0.11	1.76%	5.63	12.97%
ALOS (Obs)	1.31	1.44	(0.13)	(9.06%)	1.44	(9.06%)
Hospital CMI	1.98	1.79	0.19	10.61%	1.78	11.30%
Medicare CMI	2.20	2.09	0.11	5.26%	2.10	4.59%
IP Surgery Cases	710	479	231	48.23%	803	(11.58%)
OP Surgery Cases	493	292	201	68.84%	559	(11.81%)
Total ER Visits	8,895	7,048	1,847	26.21%	9,782	(9.07%)
ED to Admission	7.82%	-	-	-	6.64%	17.75%
ED to Observation	12.43%	-	-	-	15.00%	(17.09%)
ED to Adm/Obs	20.26%	-	-	-	21.64%	(6.39%)
Quick Cares	16,440	7,477	8,963	119.87%	13,194	24.60%
Primary Care	5,378	2,486	2,892	116.33%	5,532	(2.78%)
Deliveries	105	137	(32)	(23.36%)	174	(39.66%)

SUMMARY INCOME STATEMENT - JUL

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$65,976,204	\$40,461,059	\$25,515,145	63.06% 
Net Patient Revenue as a % of Gross	18.72%	15.62%	3.10%	-
EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$76,116,839	\$59,648,609	(\$16,468,230)	(27.61%) 
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$10,140,635)	(\$19,187,551)	\$9,046,916	47.15% 
Add back: Depr & Amort.	\$1,897,624	\$1,927,745	\$30,121	1.56% 
Tot Inc from Ops plus Depr & Amort.	(\$8,243,011)	(\$17,259,806)	\$9,016,795	(52.24%) 
CARES Act Funding	\$3,920,810	\$0	(\$3,920,810)	0.00% 
Tot Inc from Ops plus Depr & Amort. less CARES Act	(\$12,163,821)	(\$17,259,806)	\$5,095,985	(29.53%) 

SALARY & BENEFIT EXPENSE – JUL

	Actual	Budget	Variance	% Variance	
Salaries	\$26,037,543	\$23,389,954	(\$2,647,589)	(11.32%)	⬇️
Benefits	\$11,915,854	\$11,781,234	(\$134,620)	(1.14%)	⬇️
Overtime	\$1,627,593	\$830,865	(\$796,728)	(95.89%)	⬇️
Contract Labor	\$126,879	\$272,078	\$145,198	53.37%	⬆️
TOTAL	\$39,707,870	\$36,274,131	(\$3,433,738)	(9.47%)	⬇️

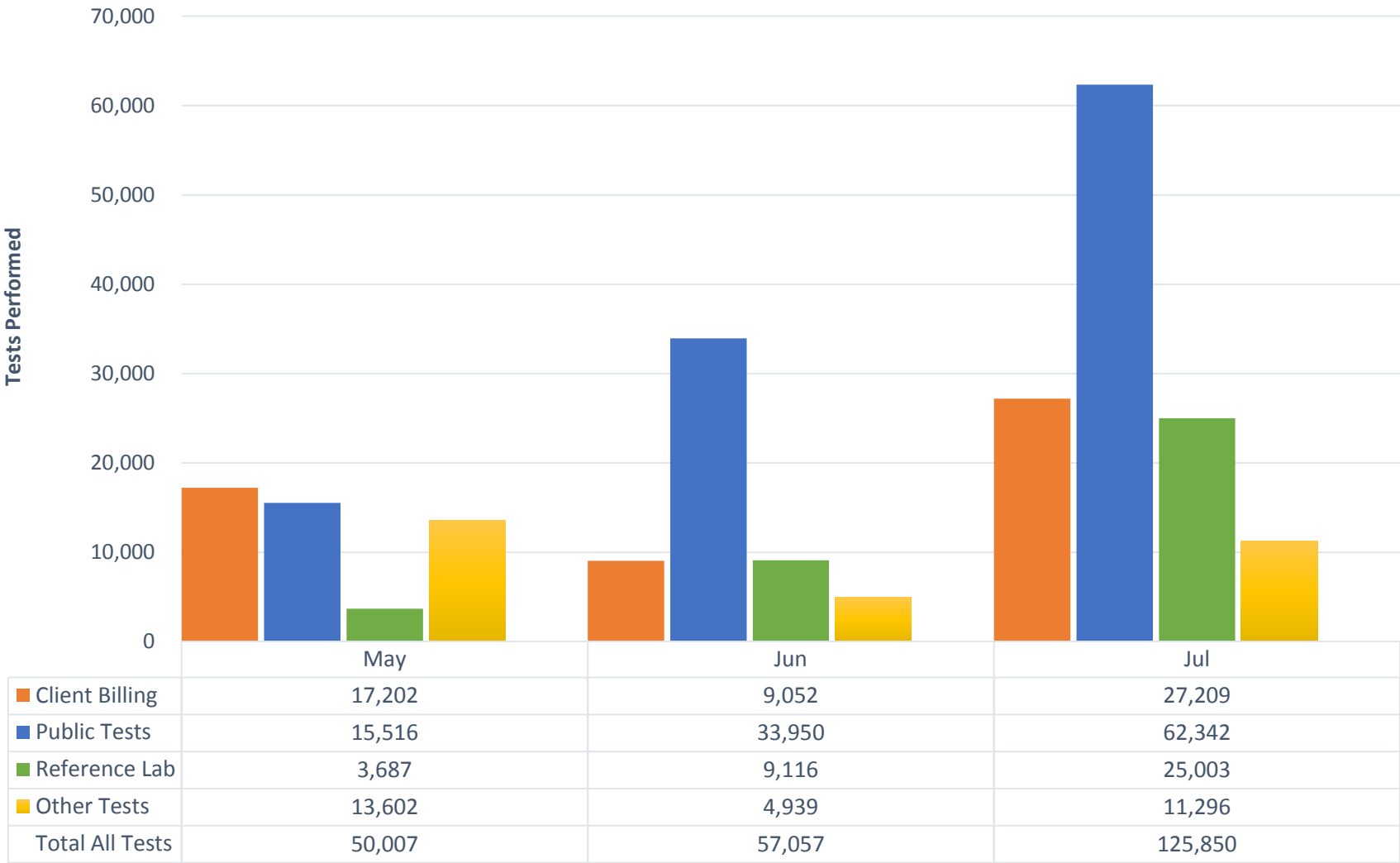
EXPENSES - JUL

	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,625,992	\$3,571,284	(\$54,708)	(1.53%)	⬇️
Supplies	\$22,008,133	\$9,152,227	(\$12,855,905)	(140.47%)	⬇️
Purchased Services	\$5,851,070	\$5,609,504	(\$241,566)	(4.31%)	⬇️
Depreciation & Amortization	\$1,897,624	\$1,927,745	\$30,121	1.56%	⬆️
Repairs & Maintenance	\$685,123	\$690,629	\$5,506	0.80%	⬆️
Utilities	\$460,272	\$478,538	\$18,266	3.82%	⬆️
Other Expenses	\$1,201,549	\$1,286,196	\$84,647	6.58%	⬆️
Rental/Leases	\$679,206	\$658,355	(\$20,850)	(3.17%)	⬇️
Total Other Expenses	\$36,408,969	\$23,374,478	(\$13,034,492)	(55.76%)	⬇️

PPE SUPPLIES- PRICE VARIANCE

PPE Supply Item	Pre COVID Pricing	COVID Pricing	Price Increase Per Unit	% Increase
Temporal Thermometer	\$312.84	\$350.00	\$37.16	12%
Disposable Isolation Gown	\$0.49	\$18.65	\$18.16	3,713%
Disposable Face Shield	\$1.05	\$6.00	\$4.95	471%
N95 Mask	\$0.51	\$3.98	\$3.47	680%
Safety Goggles	\$0.89	\$3.37	\$2.48	279%
Disposable Bouffant Cap	\$0.03	\$1.63	\$1.60	5,742%
Sterile Surgical Gown	\$2.05	\$3.11	\$1.06	52%
Face Mask	\$0.06	\$1.00	\$0.94	1,567%
Long Cuff Gloves	\$0.04	\$0.65	\$0.61	1,525%
Surgical Mask	\$0.07	\$0.22	\$0.15	201%

COVID-19 Testing



**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
August 26, 2020

Agenda Item #

23

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

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <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
August 26, 2020

Agenda Item #

24

**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
August 26, 2020

Agenda Item #

25

**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
August 26, 2020

Agenda Item #

26