



## UMC Audit and Finance Committee Meeting

UMC Trauma Building - Providence Suite - 5th Floor

800 Hope Place, Las Vegas, NV

## AGENDA

**University Medical Center of Southern Nevada**  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
**July 23, 2025 2:00 p.m.**  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

**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)**

- 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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

### **SECTION 1: OPENING CEREMONIES**

#### **CALL TO ORDER**

1. Public Comment

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Committee about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and please **spell** your last name for the record. If any member of the Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of June 23, 2025. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

### **SECTION 2: BUSINESS ITEMS**

4. Receive the monthly and year-to-date financial report for June FY25; and direct staff accordingly. *(For possible action)*
5. Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
6. Review, discuss, and score the FY25 Organizational Performance Goals as they relate to the Audit and Finance Committee; and make a recommendation to the Human

Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

7. Discuss the proposed FY26 Organizational Performance Goals related to the UMC Governing Board Audit and Finance Committee; and direct staff accordingly. *(For possible action)*
8. Review and recommend for ratification by the Governing Board the Provider Participation Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for ratification by the Governing Board the Fourth Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for ratification by the Governing Board Amendment Eight to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services, or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Professional Services Agreement for Neurology and Stroke Neurology On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board Amendment No. 1 to Equipment Agreement with AtriCure, LLC for equipment and disposables; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Equipment Purchase Agreement with ZOLL Medical Corporation; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
14. Review and recommend for award by the Governing Board the RFP No. 2025-01 for CMAR for UMC 7 Story Tower Patient Room Remodel to Core West, Inc., d/b/a CORE Construction; authorize the Chief Executive Officer to sign the Contract for CMAR Preconstruction Services, and execute any extension documents and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
15. Review and recommend for approval by the Governing Board the Interlocal Lease Agreement and Operating Agreement with Clark County for the Crisis Stabilization Center, Assessor's Parcel Number 140-21-303-004; authorize the Chief Executive Officer to execute the renewal options; or take action as deemed appropriate. *(For possible action)*
16. Review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for property at 300 South Martin Luther King Boulevard, Las Vegas, NV 89106 (Assessor's Parcel Number 139-33-202-003); or take action as deemed appropriate. *(For possible action)*
17. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Sixth Amendment to Interlocal Medical Office

Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

### **SECTION 3: EMERGING ISSUES**

18. Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. *(For possible action)*

### **COMMENTS BY THE GENERAL PUBLIC**

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

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE 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 Audit and Finance Committee Meeting**  
**June 18, 2025**

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UMC Providence Suite  
Trauma Building, 5<sup>th</sup> Floor  
800 Hope Place  
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

**CALL TO ORDER**

**Board Members:**

**Present:**

Robyn Caspersen  
Harry Hagerty (via WebEx)  
Mary Lynn Palenik (via WebEx)  
Christian Haase (via WebEx)  
Bill Noonan (WebEx)

**Absent:**

None

**Others Present:**

Mason Van Houweling, Chief Operating Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Deb Fox, Chief Nursing Officer  
Doug Metzger, Controller  
Kim Hart, Director of Patient Accounting  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on May 21, 2025. *(For possible action)***

A motion was made by Member Hagerty to approve the minutes as presented. Motion carried by unanimous vote.

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

Agenda Items 11 and 12 were removed from the agenda.

A motion was made by Member Hagerty to approve the agenda as amended.  
Motion carried by unanimous vote.

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4** Receive an educational presentation from Kim Hart, Director of Patient Accounting, regarding the denial process at UMC; and direct staff accordingly. *(For possible action)*

**DOCUMENTS SUBMITTED:**

- PowerPoint

DRAFT

DISCUSSION:

Kim Hart, Director of Patient Accounting Officer, provided a high-level overview of the denial process at UMC.

A denial is when an insurance company refuses to pay or denies responsibility to pay for medical services or treatment that has been ordered or provided to their member. Denials don't only occur after a claim has been processed by a third-party carrier. They can originate almost anywhere within the revenue cycle. Denials most commonly occur during pre-authorization, admission process, claims submission or during post payment.

Ms. Hart reviewed details of the four types of denials that can occur:

- 1. Pre-authorization:** When service is denied before being performed.
- 2. Concurrent:** Service is denied while the patient is in-house.
- 3. Claim:** Denial occurs after the claim submission.
- 4. Post payment:** Denials that occur after payment is received.

Each type of denial has a different life cycle, which are managed and reviewed by separate teams. Ms. Hart reviewed the steps involved in determining the appropriateness of each denial category. Peer-to-peer meetings between the provider and payor medical director outline determinations for medical necessity for a patient to either remain in observation status or move to inpatient status. Ms. Hart noted that any opportunity for peer-to-peer consultation will be sent to the physician advisor, and they will review the case and documentation to determine the level of care needed for the patient.

In April 2025, approximately 200 peer-to-peer consultations were conducted, with 98 scheduled. There has been improvement in initial denials following the implementation of screeners in the emergency room. A slide showing progress in ED admission claim results was presented. The discussion continued regarding delays in processing claims.

Ms. Hart reviewed the CAS Codes involved in clinical and technical denials. The appeal process timeframes differ depending on the payor. There was discussion about the advantages of having standardized processes and timelines across all payors.

For 2024, the national average denial rate is 3.80%, while UMC is slightly lower at 3.46%. The list of the top ten payors responsible for denials was provided. The committee also discussed the increase in denials generated by AI technology.

To prevent denials, the team reviews root causes, holds regular monthly claims calls, escalates contractual issues to managed care, reviews denials monthly in Revenue Cycle committee meetings, sends denials to departments for review, and educates providers on documentation improvements.

The team is implementing AI technology in Epic to generate denial letters and enhance efficiency. About 15 employees help respond to denials. A discussion continued regarding opportunities for process improvement and the potential legal and regulatory processes involved in obtaining reimbursements from payors.

FINAL ACTION TAKEN:

None

**ITEM NO. 5 Receive the monthly financial reports for May FY25; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- May FY25 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for May 2025.

Admissions were slightly below budget, observation cases below budget 23%, and ADC was 370. Length of stay decreased to 5.38 days, down 4.7%. Observation length of stay was below budget. Hospital acuity was 1.85 and Medicare CMI was 1.86.

Inpatient surgeries were below budget by 13 cases. Outpatient surgeries were 64 cases above budget. There were 17 transplants. The overall ER conversion rate was 21.46%; the ED to observation rate was 6.79% and ED to admission was 14.67%.

Quick cares were below budget 22%, and primary cares were on budget. There were 357 telehealth visits during the month. Ortho clinic visits were above budget by 28.5%, and there were 129 deliveries for the month.

Trended stats were compared to the 12-month average. Admissions were 102 above the 12-month average. Length of stay was down and was a record low against the 12-month average. Observation cases were down. LOS was a record low. Inpatient surgeries were below budget for the month, but above the 12-month average. Outpatient surgeries were up by 27 cases. Telehealth visits are down, a record low at 357 visits. Deliveries were at a record high. There was continued discussion regarding the opportunities to improve volumes in telehealth.

Payor mix trended was briefly reviewed and was consistent with prior month. The income statement for the month of May showed net patient revenue was \$4.8 million, and other revenue was on budget. Total operating revenue exceeded budget \$4.7 million. Operating expenses were above budget \$4.3 million. EBITDA was \$3.7 million for the month on a budget of \$2.8 million, which was \$900K above budget.

The May YTD income statement was reviewed. EBITDA was \$36.3 million on a budget of \$34.2 million.

Salaries were above budget \$1.6 million over budget. Overtime and contract labor were below budget. Paid FTEs are tracking well. The committee would like to see a breakdown of direct labor vs. indirect labor.

All other expenses for May showed supplies and purchased services above budget due to surgical supplies and advertising.

Key financial indicators were reviewed for profitability, labor, liquidity, and cash collections. In profitability, the net-to-gross ratio was in the green, and labor was in the green. Liquidity was in the red. The day's cash on hand sits just below 2 months. All outstanding supplemental payments have been paid. The remaining supplemental payments are related to FY25, and preprints have been approved.

Net days in AR were 72.2 days. Candidate for bill was 3.5 days. The business office's cash collection goal was met. The POS cash collection was 90%

Currently, four of the five goals are being met. Action plans are in place to improve the goals that are not currently being met.

Finally, Ms. Wakem reviewed the cash flow statement for May and the FY25 balance sheet highlights.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 6 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem provided the following updates:

- State of Medicaid did an RFP for managed care payors. They have selected 5 payors. These payors will begin providing service on January 1, 2026. These are 5-year agreements. 2 of the 5 plans will be offered in rural locations.
- The Big Beautiful Bill—The Senate wants to go deeper with Medicaid cuts. Ms. Wakem reviewed some of the bill's provisions, including work requirements, state-directed payments, and private hospital provider fees.
- State directed payment program has an \$80 million impact on UMC and will likely affect half of fiscal year 2026.
- Presidential memo regarding Eliminating Waste, Fraud and Abuse in Medicaid and the effects on Medicare.

A discussion ensued regarding contingency plans in place at UMC. The committee would like to discuss the contingency plans and assist and

provide feedback for the protocols moving forward. The team has prepared action plans, which are ongoing.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 7 Receive an update on the FY26 Proposed Organizational Performance Goals related to the UMC Governing Board Audit and Finance Committee; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

The timeline to approve the proposed organizational goals will be at the next meeting.

The proposed FY2026 Organizational Goals are as follows:

1. Exceed the fiscal year budgeted EBITDA
2. Achieve and sustain and ALOS at or below 5.54 days by Q4
3. Design, obtain approval for, and fully operationalize the Medicaid Managed Care IME
4. Achieve labor efficiency via improved staffing models, targeting a Salary-Wages-Benefits (SWB) per APD of <\$3,141 or Adjusted EPOB <6.66.
5. Develop and execute a revenue capture initiative to improve NPSR by \$10M, focused on denial reduction and documentation accuracy

Chair Caspersen feels that goal #1 is not viable as written.

Member Hagerty commented that staff would need to quantify the reduction in revenue and what could be done to find lost revenue from the lost expenses. The committee will consider this goal in more detail after the outcome of the federal bill.

Ms. Wakem noted that for goal 2, the average was based on the six-month average and then compared to the budget to determine the calculation. Staff discussed the steps to improve the trend.

Member Hagerty commented that the ALOS day should be 5.25 days.

Goal 3 relates to the new supplemental payment program. The state's assistance will be necessary to achieve this goal. The estimated impact is about \$9 million.

Goal 4 is based on the budget. Member Hagerty stated that the calculation seems to be going in reverse. Ms. Wakem responded that it does not include rate increases that will be effective on July 1<sup>st</sup>.

The Committee suggested having only 2 goals.

Goal 5 would be measured at the patient account level.

FINAL ACTION TAKEN:

None taken

- ITEM NO. 8 Review and recommend for approval by the Governing Board the Third Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Hospital Services Agreement - Amendment 3
- Disclosure of Ownership

DISCUSSION:

This request is to extend the term of the agreement for 30 days, as a new agreement is being negotiated. All other terms in the agreement are unchanged.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the amendment and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

- ITEM NO. 9 Review and recommend for approval by the Governing Board the Sixth Amendment to Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) with Compass Group USA, Inc.; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Agreement for Food Services- Amendment 6
- Disclosure of Ownership

DISCUSSION:

This amendment will add food services at the Crisis Stabilization Center. The amendment will last through the end of the year.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve the amendment and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

- ITEM NO. 10 Review and recommend for award by the Governing Board the Service Agreement with Service Management Systems, Inc. for Janitorial Services; authorize the Chief Executive Officer to exercise extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Janitorial Services Agreement
- Sourcing Letter

- Disclosure of Ownership

DISCUSSION:

The vendor provides janitorial services to all ambulatory and off campus business locations. The agreement term is for one year, unless terminated with a 30-day written notice. The vendor is now on HPG.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve the agreement and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 11 Review and recommend for approval by the Governing Board the Professional Services Agreement with Real Radiology, LLC; authorize the Chief Executive Officer to exercise amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was tabled for discussion at the next meeting.

FINAL ACTION TAKEN:

None taken

- ITEM NO. 12 Review and recommend for approval by the Governing Board the Agreements with SailPoint Technologies, Inc. for Identity Security Cloud Software; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was tabled for discussion at the next meeting.

FINAL ACTION TAKEN:

None taken

- ITEM NO. 13 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with AHP of Nevada, LLC for rentable space at 901 Rancho Lane, Las**



**Vegas, Nevada 89106; or take action as deemed appropriate. (For possible action)**

**DOCUMENTS SUBMITTED:**

- Delta Point Lease Agreement
- Disclosure of Ownership

**DISCUSSION:**

This is a new 10-year agreement. The agreement allows for landlord improvement allowance for common areas and painting. Tenant improvements allowances are included. UMC has a right of first offer to purchase should Landlord provide notice that the building is available for purchase.

**FINAL ACTION TAKEN:**

A motion was made by Member Hagerty to approve the agreement and make a recommendation to the Board of Hospital Trustees to approve the agreement. Motion carried by unanimous vote.

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 13 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)**

None

At this time, Chair Caspersen asked if there were any public comment received to be heard on any items not listed on the posted agenda.

**COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at 3:56 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

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

<b>Issue:</b> <b>Monthly Financial Reports for June FY25</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee receive the monthly and year-to-date financial report for June FY25; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Chief Financial Officer will present the financial report for June FY25 for the committee's review and direction.

Cleared for Agenda  
July 23, 2025

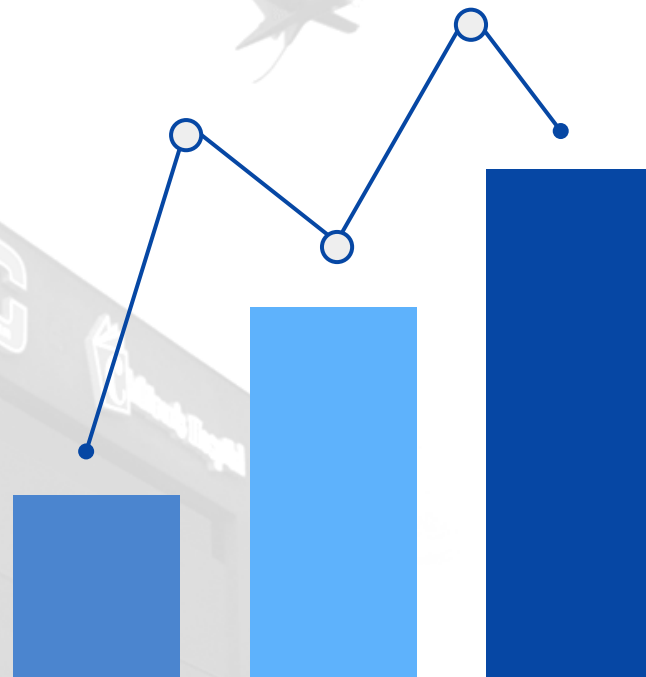
Agenda Item #

**4**



# June 2025 Financials

AFC Meeting



# KEY INDICATORS – JUN



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,161	18,945	(784)	(4.14%)	18,364	(203)	(1.10%)
Total Admissions	1,992	2,016	(24)	(1.21%)	1,861	131	7.04%
Observation Cases	778	1,001	(223)	(22.28%)	1,001	(223)	(22.28%)
ADC	375	407	(32)	(7.94%)	382	(7)	(1.75%)
ALOS (Admits)	5.47	6.06	(0.59)	(9.70%)	5.57	(0.10)	(1.80%)
ALOS (Obs)	1.13	1.44	(0.30)	(21.05%)	1.44	(0.30)	(21.05%)
Hospital CMI	1.81	1.84	(0.03)	(1.63%)	1.92	(0.11)	(5.73%)
Medicare CMI	2.15	2.02	0.13	6.44%	2.06	0.09	4.37%
IP Surgery Cases	843	797	46	5.77%	800	43	5.38%
OP Surgery Cases	625	617	8	1.30%	590	35	5.93%
Transplants	20	18	2	11.11%	18	2	11.11%
Total ER Visits	9,098	9,027	71	0.79%	8,753	345	3.94%
ED to Admission	14.45%	-	-	-	11.89%	2.56%	-
ED to Observation	7.63%	-	-	-	11.50%	(3.88%)	-
ED to Adm/Obs	22.08%	-	-	-	23.40%	(1.32%)	-
Quick Cares	13,802	19,849	(6,047)	(30.47%)	15,035	(1,233)	(8.20%)
Primary Care	6,729	6,911	(182)	(2.64%)	7,052	(323)	(4.58%)
UMC Telehealth - QC	371	492	(121)	(24.55%)	503	(132)	(26.24%)
OP Ortho Clinic	2,819	2,120	699	32.98%	1,759	1,060	60.26%
Deliveries	134	139	(5)	(3.40%)	126	8	6.35%
Crisis Stabilization Center	5	-	5	100.00%	-	5	100.00%

# TRENDING STATS



	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	12-Mo Avg	Var
APDs	18,364	18,939	19,364	18,169	19,079	17,105	19,071	19,888	17,645	19,715	18,649	18,823	18,161	18,734	(573)
Total Admissions	1,861	1,897	1,923	1,829	1,911	1,855	2,142	2,164	2,019	2,117	2,036	2,079	1,992	1,986	6
Observation Cases	1,001	871	848	926	882	808	742	724	635	668	651	710	778	789	(11)
ADC	382	386	389	372	370	359	389	404	398	400	381	370	375	383	(8)
ALOS (Adm)	5.57	6.16	6.24	6.23	6.08	5.90	5.62	5.87	5.42	5.65	5.63	5.38	5.47	5.81	(0.34)
ALOS (Obs)	1.44	1.41	1.37	1.30	1.23	1.20	1.03	0.92	0.87	0.91	0.92	0.99	1.13	1.13	0.00
Hospital CMI	1.92	2.03	1.90	1.90	1.99	1.84	1.77	1.82	1.77	1.81	1.88	1.85	1.81	1.87	(0.06)
Medicare CMI	2.06	2.15	2.64	2.13	2.01	1.99	1.91	2.22	2.08	2.12	1.90	1.86	2.15	2.09	0.06
IP Surgery Cases	800	841	857	836	898	740	786	816	813	832	831	866	843	826	17
OP Surgery Cases	590	674	660	661	770	637	629	718	693	696	720	700	625	679	(54)
Transplants	18	15	17	19	15	15	17	13	20	15	17	17	20	17	4
Total ER Visits	8,753	8,688	8,951	8,949	9,076	8,907	10,010	9,564	8,625	9,685	9,585	9,663	9,098	9,205	(107)
ED to Admission	11.89%	13.43%	12.99%	12.09%	12.68%	12.91%	13.56%	14.38%	16.32%	14.98%	14.86%	14.67%	14.45%	13.73%	0.72%
ED to Observation	11.50%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	7.08%	6.75%	6.21%	6.28%	6.79%	7.63%	8.26%	(0.63%)
ED to Adm/Obs	23.40%	23.42%	22.72%	22.10%	21.65%	21.78%	20.47%	21.46%	23.07%	21.19%	21.14%	21.46%	22.08%	21.99%	0.09%
Quick Care	15,538	14,205	15,840	15,678	16,516	17,282	21,610	21,066	17,943	18,862	17,245	16,278	13,802	17,339	(3,537)
Primary Care	7,052	7,423	7,903	6,894	7,772	6,300	6,759	8,108	7,198	7,705	8,055	7,289	6,729	7,372	(643)
UMC Telehealth - QC	503	468	490	456	410	535	540	620	476	444	417	357	371	476	(105)
OP Ortho Clinic	1,759	2,103	1,688	1,961	2,354	2,134	2,458	2,522	2,529	2,649	3,039	2,806	2,819	2,334	486
Deliveries	126	103	119	104	99	110	106	137	92	100	107	129	134	111	23
Crisis Stabilization Center	-	-	-	-	-	-	-	-	-	-	-	-	5	-	5

# Payor Mix Trend



## IP- Payor Mix 12 Mo Jun- 25

Fin Class	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	Mar- 25	Apr- 25	May- 25	Jun- 25	12-Mo Avg	Jun to Avg Var
Commercial	13.69%	15.50%	17.20%	17.56%	18.12%	15.34%	16.95%	16.52%	17.76%	17.75%	18.10%	17.40%	16.46%	16.82%	(0.36%)
Government	4.19%	4.39%	5.38%	4.30%	4.15%	4.16%	4.26%	3.95%	4.12%	3.29%	3.25%	4.34%	4.27%	4.15%	0.12%
Medicaid	43.05%	44.78%	43.06%	41.22%	40.76%	40.72%	41.55%	40.63%	42.60%	41.26%	41.89%	43.19%	41.18%	42.06%	(0.88%)
Medicare	31.89%	29.78%	29.48%	31.56%	32.04%	33.44%	32.35%	34.73%	30.62%	31.99%	31.76%	30.55%	32.35%	31.68%	0.67%
Self Pay	7.18%	5.55%	4.88%	5.36%	4.93%	6.34%	4.89%	4.17%	4.90%	5.71%	5.00%	4.52%	5.74%	5.29%	0.45%

## Payor Mix by Type 12 Mo Avg Jun- 25

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	16.82%	18.56%	20.99%	32.74%
Government	4.15%	5.68%	5.65%	6.08%
Medicaid	42.06%	48.21%	36.95%	33.76%
Medicare	31.68%	16.21%	31.88%	25.51%
Self Pay	5.29%	11.34%	4.54%	1.91%

# SUMMARY INCOME STATEMENT – JUN



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$455,322,347	\$442,744,393	\$12,577,955	2.84%	●
Net Patient Revenue	\$83,755,373	\$84,294,084	(\$538,710)	(0.64%)	●
Other Revenue	\$3,152,633	\$3,428,393	(\$275,760)	(8.04%)	●
<b>Total Operating Revenue</b>	<b>\$86,908,007</b>	<b>\$87,722,477</b>	<b>(\$814,470)</b>	<b>(0.93%)</b>	●
Net Patient Revenue as a % of Gross	18.39%	19.04%	(0.64%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$85,949,058	\$87,322,336	(\$1,373,278)	(1.57%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$958,948	\$400,140	\$558,808	139.65%	●
Add back: Depr & Amort.	\$3,844,095	\$4,122,215	(\$278,120)	(6.75%)	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$4,803,043</b>	<b>\$4,522,355</b>	<b>\$280,688</b>	<b>6.21%</b>	●
EBITDA Margin	5.53%	5.16%	0.37%	-	●

# SUMMARY INCOME STATEMENT – YTD JUN



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$5,430,660,278	\$5,300,303,066	\$130,357,212	2.46%	●
Net Patient Revenue	\$1,001,140,956	\$972,090,470	\$29,050,486	2.99%	●
Other Revenue	\$49,254,615	\$42,430,586	\$6,824,029	16.08%	●
<b>Total Operating Revenue</b>	<b>\$1,050,395,571</b>	<b>\$1,014,521,056</b>	<b>\$35,874,515</b>	<b>3.54%</b>	●
Net Patient Revenue as a % of Gross	18.43%	18.34%	0.09%		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$1,058,702,116</b>	<b>\$1,023,652,952</b>	<b>\$35,049,164</b>	<b>3.42%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$8,306,545)</b>	<b>(\$9,131,895)</b>	<b>\$825,351</b>	<b>9.04%</b>	●
Add back: Depr & Amort.	\$49,364,158	\$47,847,766	\$1,516,392	3.17%	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$41,057,613</b>	<b>\$38,715,870</b>	<b>\$2,341,743</b>	<b>6.05%</b>	●
<b>EBITDA Margin</b>	<b>3.91%</b>	<b>3.82%</b>	<b>0.09%</b>	<b>-</b>	



# SALARY & BENEFIT EXPENSE – JUN



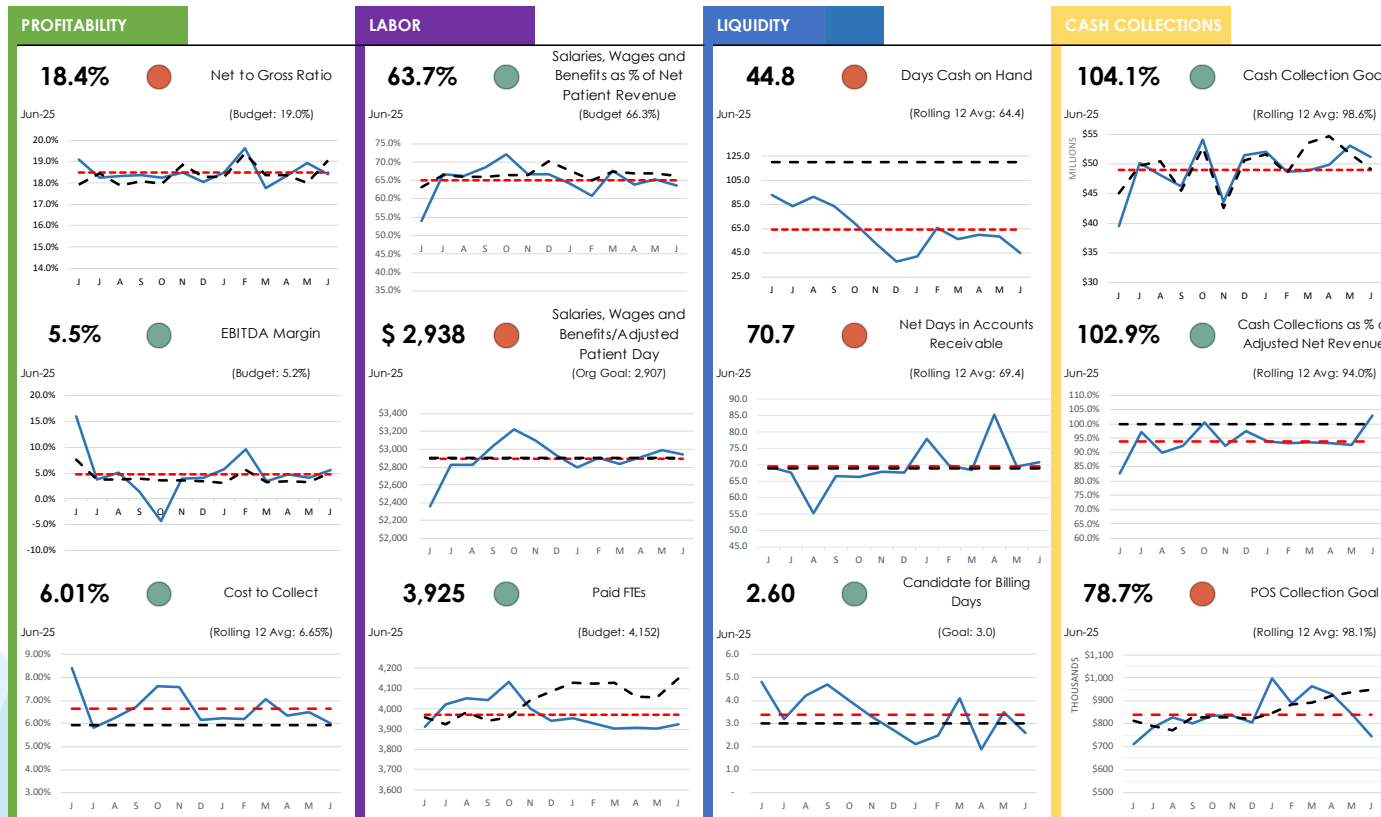
	Actual	Budget	Variance	% Variance	
Salaries	\$34,872,176	\$37,008,444	(\$2,136,268)	(5.77%)	●
Benefits	\$16,353,684	\$16,114,263	\$239,421	1.49%	●
Overtime	\$718,262	\$1,065,748	(\$347,486)	(32.60%)	●
Contract Labor	\$1,415,283	\$1,663,311	(\$248,027)	(14.91%)	●
<b>TOTAL</b>	<b>\$53,359,406</b>	<b>\$55,851,766</b>	<b>(\$2,492,360)</b>	<b>(4.46%)</b>	●
Paid FTEs	3,925	4,152	(227)	(5.47%)	●
Paid FTEs (Flex)	3,925	4,077	(152)	(3.72%)	●
SWB per FTE	\$13,593	\$13,451	\$143	1.06%	●
SWB/APD	\$2,938	\$2,948	(\$10)	(0.34%)	●
SWB % of Net	63.71%	66.26%	-	(2.55%)	●
AEPOB	6.48	6.58	(0.09)	(1.38%)	●

# EXPENSES – JUN



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,388,142	\$2,302,171	\$85,971	3.73%	●
Supplies	\$16,563,317	\$15,390,478	\$1,172,839	7.62%	●
Purchased Services	\$7,345,542	\$6,635,933	\$709,608	10.69%	●
Depreciation	\$2,351,222	\$2,692,520	(\$341,298)	(12.68%)	●
Amortization	\$1,492,873	\$1,429,695	\$63,178	4.42%	●
Repairs & Maintenance	\$1,085,341	\$952,623	\$132,718	13.93%	●
Utilities	\$465,808	\$820,958	(\$355,150)	(43.26%)	●
Other Expenses	\$1,161,845	\$1,093,251	\$68,595	6.27%	●
Rental	(\$264,439)	\$152,941	(\$417,380)	(272.90%)	●
<b>Total Other Expenses</b>	<b>\$32,589,653</b>	<b>\$31,470,571</b>	<b>\$1,119,082</b>	<b>3.56%</b>	●

# KEY FINANCIAL INDICATORS - JUN



Actual ———  
 Rolling Average - - - - -  
 Target - - - - -

# FY25 CASH FLOW



## Operating Activities

Cash received from patients and payors  
 Cash paid to vendors  
 Cash paid to employees  
 Other operating receipts/(disbursements)  
 Net cash provided by/(used in) operations

## Investing Activities

Purchase of property and equipment, net  
 Interest received  
 Addition/ (reduction) from/ (to) donor-restricted cash  
 Addition/ (reduction) from/ (to) internally designated cash  
 Net cash provided by/(used in) investing activities

## Financing Activities

From/(to) Clark County  
 Unrestricted donations and other  
 Borrowing/(repayment) of debt  
 Interest paid  
 Other  
 Net cash provided by/(used in) financing activities

Increase/(decrease) in cash  
 Cash beginning of period  
 Cash end of period

Unrestricted cash  
 Cash restricted by donor  
 Internally designated cash

June 2025	May 2025	April 2025	YTD of FY2025
52,568,538	91,915,563	94,731,908	902,715,166
(38,108,749)	(32,429,225)	(37,461,388)	(429,760,091)
(59,037,293)	(63,132,477)	(49,232,796)	(613,040,449)
1,938,238	2,569,838	2,685,669	43,201,078
(42,639,266)	(1,076,300)	10,723,393	(96,884,296)
(2,242,603)	(2,118,864)	(1,064,260)	(34,164,429)
452	588,657	365,456	10,701,022
-	-	-	-
1,656,425	1,035,351	7,343,564	36,752,672
(585,725)	(494,856)	6,644,760	13,289,265
5,554,223	-	-	5,554,223
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	(2)
5,554,223	-	-	5,554,221
(37,670,768)	(1,571,156)	17,368,153	(78,040,810)
86,686,860	88,258,017	70,889,863	127,056,902
49,016,092	86,686,860	88,258,016	49,016,092
49,016,092	86,686,860	88,258,016	49,016,092
4,344,399	4,364,523	4,340,762	4,344,399
79,163,004	80,819,429	81,854,779	79,163,004

# FY25 BALANCE SHEET HIGHLIGHTS



	Jun 2025	May 2025	Apr 2025
<b>CASH</b>			
Unrestricted	\$ 49.0	\$ 86.7	\$ 88.3
Restricted by donor	4.3	4.4	4.3
Internally designated	79.2	80.8	81.9
	<hr/> \$ 132.5	<hr/> \$ 171.9	<hr/> \$ 174.5
<b>NET WORKING CAPITAL</b>	\$ 205.3	\$ 198.5	\$ 201.7
<b>NET PP&amp;E</b>	\$ 301.5	\$ 298.9	\$ 296.8
<b>LONG-TERM DEBT</b>	\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>	\$ 716.8	\$ 716.8	\$ 716.8
<b>NET POSITION</b>	\$ (195.6)	\$ (201.8)	\$ (201.5)

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

<b>Issue:</b> CFO Update	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. <i>(For possible action)</i>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda  
July 23, 2025

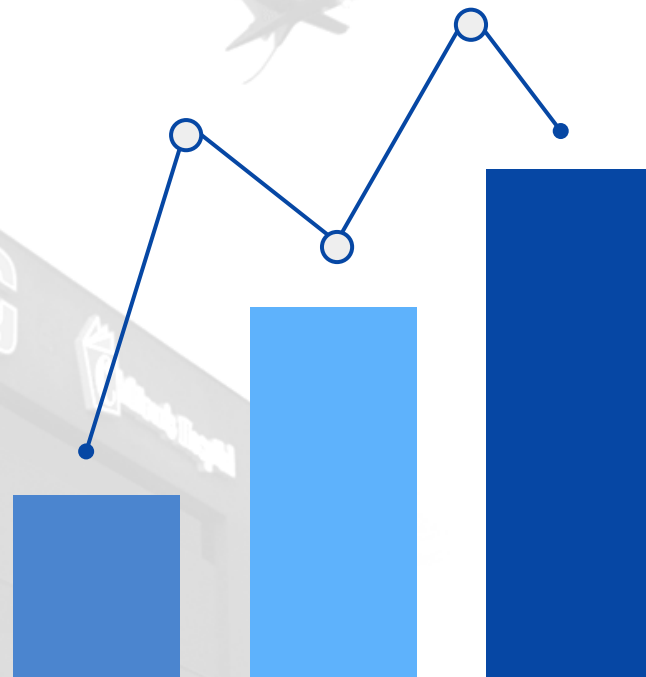
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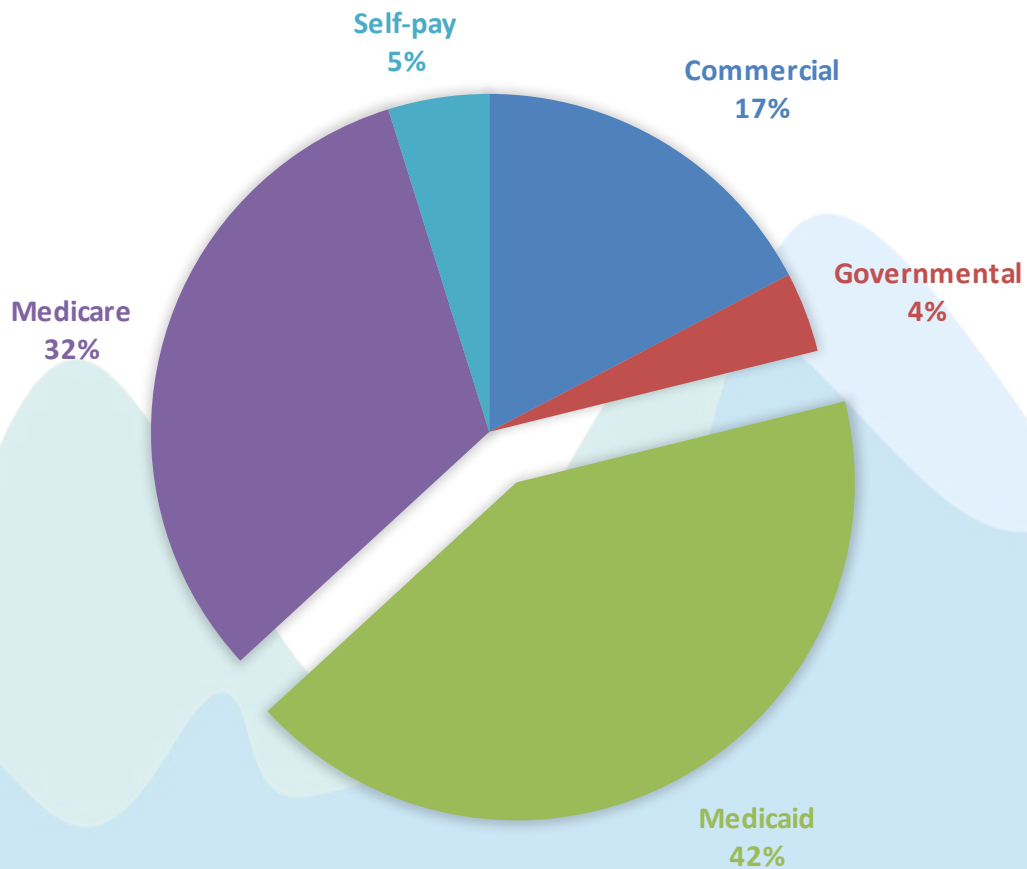


# HR 1: The One Big Beautiful Bill Act

AFC Meeting



# FY 2025 YTD PAYOR MIX





# MEDICAID ENROLLMENT : STATE OF NEVADA



## Nevada Medicaid Operations

Overview

Current Status

Pending Applications

Processing Time

Eligibility

Managed Care Organizations

Caseloads and Projections

Children Medicaid and CHIP

Office of Analytics...

DASHBOARD UPDATED ON 7/1/2025

### CURRENT STATUS (2025)

DATA AS OF 5/30/2025

Nevada Medicaid provides quality medical care for eligible individuals and families with low income and limited resources. Medicaid services are provided through two delivery programs referred to as Fee-for-Service (FFS) and Managed Care Organizations (MCO). CHIP is the Children's Health Insurance Program. For more information about CHIP, visit [Nevada Division of Welfare and Supportive Services](#).

#### SELECT A COUNTY

Search

- ☐ CLARK  
☐ WASHOE  
☐ RURAL

#### KEY METRICS

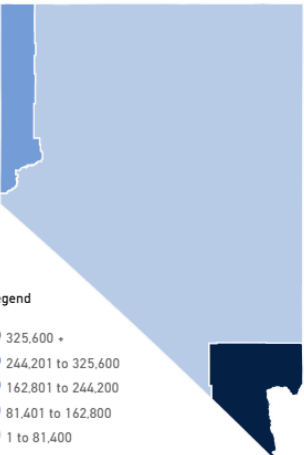
**822,260**  
TOTAL ENROLLMENT  
April 2025

**787,384**  
MEDICAID ENROLLMENT

**34,876**  
CHIP ENROLLMENT

There is a 1-month lag with the 'Current Status' enrollment data compared to the remainder of the dashboard.

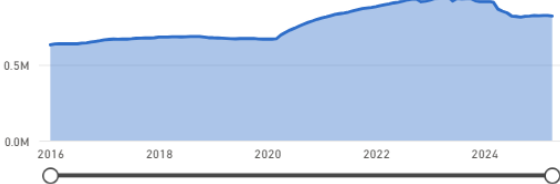
#### TOTAL MEDICAID ENROLLMENT WITH CHIP (CURRENT MONTH)



#### Legend

- 325,600 +  
● 244,201 to 325,600  
● 162,801 to 244,200  
● 81,401 to 162,800  
● 1 to 81,400  
● 0

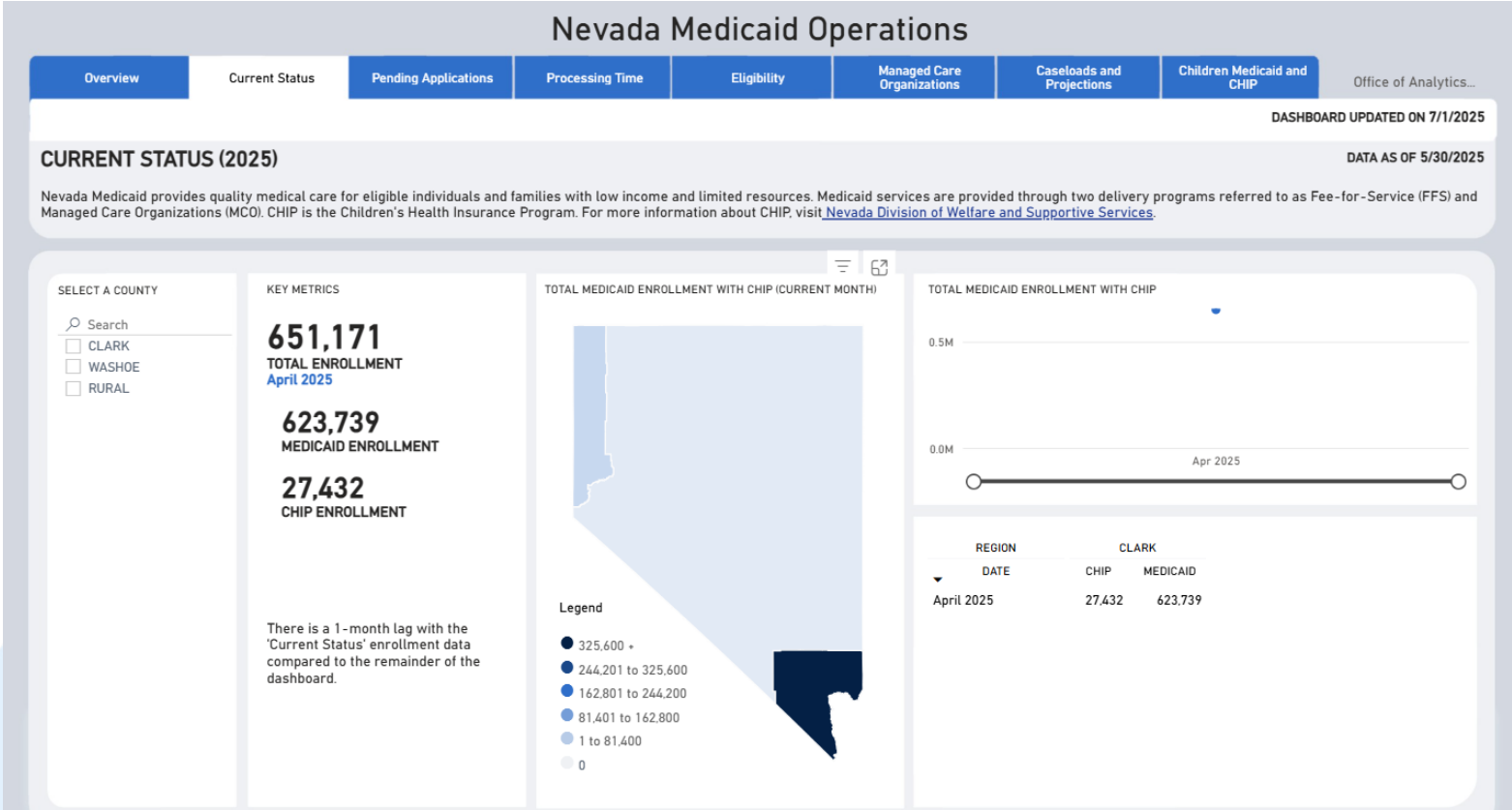
#### TOTAL MEDICAID ENROLLMENT WITH CHIP



REGION	CLARK		WASHOE		RURAL	
DATE	CHIP	MEDICAID	CHIP	MEDICAID	CHIP	MEDICAID
April 2025	27,432	623,739	4,523	90,117	2,921	73,528
March 2025	27,422	626,474	4,562	90,331	2,942	73,838
February 2025	27,041	626,570	4,485	90,191	2,946	73,743
January 2025	26,715	625,980	4,433	89,919	2,877	73,646
December 2024	26,489	627,763	4,390	90,157	2,855	73,673
November 2024	26,182	625,556	4,312	89,584	2,834	73,395
October 2024	25,569	624,993	4,200	89,433	2,767	73,279
September 2024	25,419	621,423	4,160	88,698	2,715	72,870
August 2024	25,592	624,361	4,207	88,868	2,766	73,281

Nevada Medicaid projects **100,000** Nevadans will lose Medicaid coverage due to the One Big Beautiful Act.

# MEDICAID ENROLLMENT : CLARK COUNTY

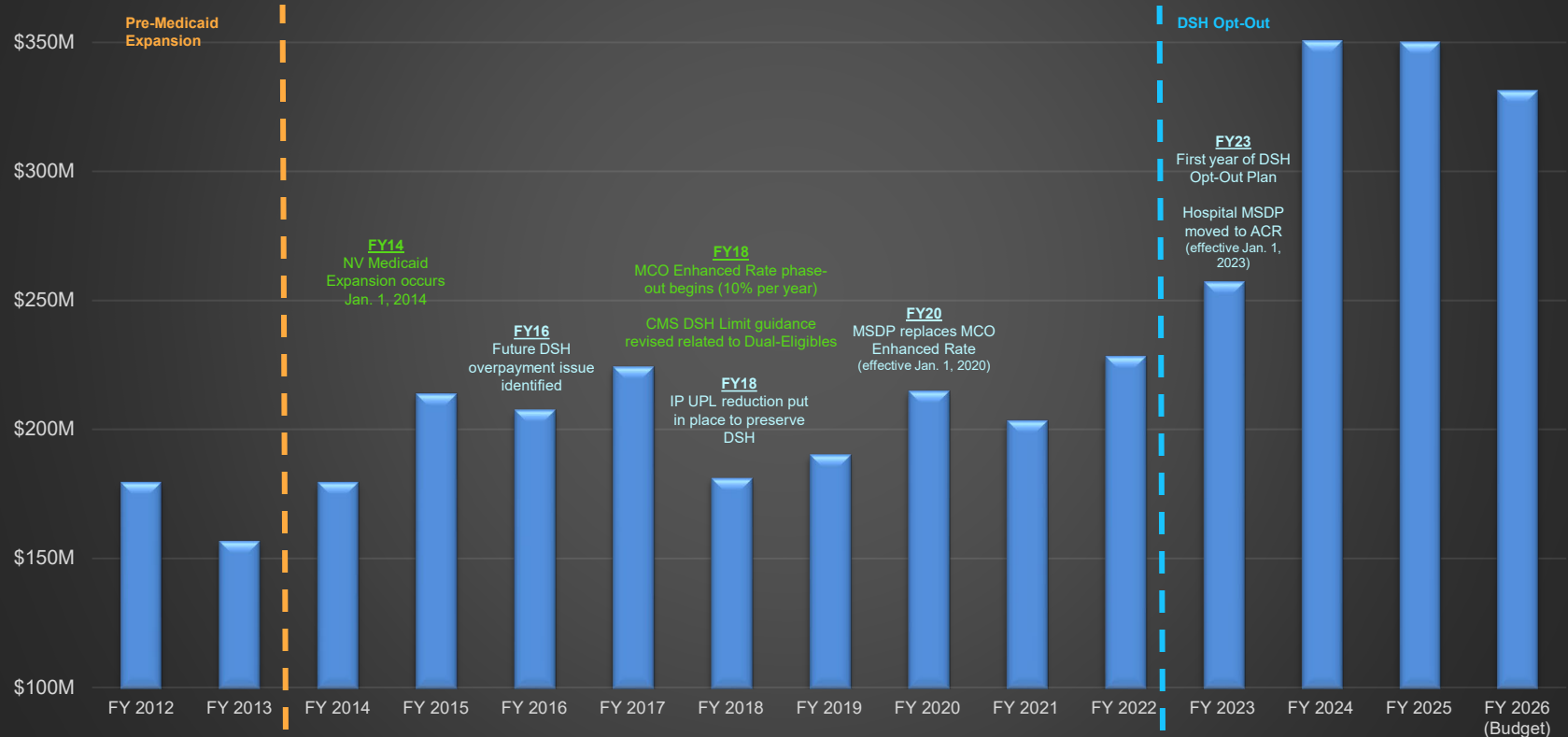


# FY 2025 YTD SUPPLEMENTAL PAYMENTS



REVENUE	FY25 YTD Actual
Net Patient Revenue	\$1,001,140,956
Supplemental Payments	\$367,296,891
Supplemental Payments as a % of Net Patient Revenue	36.7%

# FY 2012 – FY 2026 SUPPLEMENTAL PAYMENT TREND



# HR 1: IMPACTS TO UMC



Provision	Effective Date	Annual Impact to UMC
Work and Community Engagement Requirements	States must implement by 12/31/2026	<i>Unable to determine</i> Requires states to condition Medicaid eligibility for expansion adults on working at least 80 hours per month. Exemptions for parents of dependent children up to the age of 14.
Retro Eligibility	1/1/2026	<i>Unable to determine</i> Limits the timeframe for retroactive Medicaid and CHIP eligibility to 30 days prior to the application date for expansion enrollees and 60 days prior for traditional enrollees (90 days previously)
Eligibility Redeterminations	1/1/2027	<i>Unable to determine</i> Requires states to redetermine eligibility once every 6 months for beneficiaries enrolled through Medicaid expansion eligibility pathway
Cost Sharing Requirements	10/1/2028	<i>Unable to determine</i> Adds that the cost sharing for non-emergency services provided in a hospital emergency room may exceed the \$35 cap in the House bill.
Restrictions on Provider Taxes	Moratorium on new provider taxes upon enactment. Reductions to cap begin 10/1/2028	<i>No direct impact to UMC</i> In addition to moratorium, reduces the cap from 6% currently to 3.5% for expansion states only
Limits on State-Directed Payments*	MCO Rate Periods beginning on or after 1/1/2028	<i>Year 1 - FY 2028 (\$4.2M) / Year 11 - FY 2038 (\$83.7M)</i> Limited to 100% of Medicare of expansion states - existing ACR programs reduced by 10% per year until at Medicare level.
Changes to the FMAP	10/1/2026	<i>Unable to Determine</i> Reduces the expansion (ACA) population FMAP 90% to the regular FMAP for emergency services provided to undocumented adults.

59.27% of NV Medicaid enrollees are in the Medicaid Expansion population / 40.73% are enrolled under traditional Medicaid

## \*Limits on State-Directed Payments

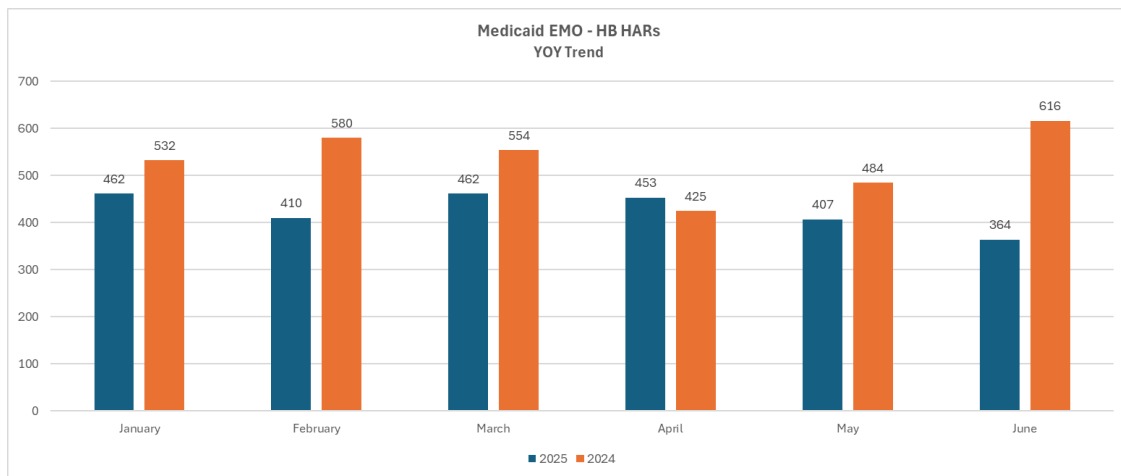
- Reductions begin 1/1/2028 (10% per year)
- FY 2028 impacted by only ½ of CY 2028 reduction. The projected schedule of impacts is below:

FY2026	\$	-
FY2027	\$	-
FY2028	\$	(4,185,000)
FY2029	\$	(12,555,000)
FY2030	\$	(20,925,000)
FY2031	\$	(29,295,000)
FY2032	\$	(37,665,000)
FY2033	\$	(46,035,000)
FY2034	\$	(54,405,000)
FY2035	\$	(62,775,000)
FY2036	\$	(71,145,000)
FY2037	\$	(79,515,000)
FY2038	\$	(83,700,000)

## UMC Trended Earnings

	Income From	
Fiscal Year	Ops	EBITDA
<b>FY 2014</b>	\$ (97,265,087)	\$ (81,198,128)
<b>FY 2015</b>	\$ (29,584,982)	\$ (9,088,305)
<b>FY 2016</b>	\$ 19,888,482	\$ 40,616,184
<b>FY 2017</b>	\$ 17,028,638	\$ 35,835,854
<b>FY 2018</b>	\$ 248,252	\$ 19,968,599
<b>FY 2019</b>	\$ 4,007,348	\$ 32,602,927
<b>FY 2020</b>	\$ (108,123,104)	\$ (85,461,135)
<b>FY 2021</b>	\$ 10,311,848	\$ 34,629,305
<b>FY 2022</b>	\$ (721,983)	\$ 33,076,598
<b>FY 2023</b>	\$ 5,846,558	\$ 49,954,534
<b>FY 2024</b>	\$ 20,181,115	\$ 67,798,129
<b>FY 2025</b>	\$ (8,306,545)	\$ 41,057,613
<b>FY 2026 (BUD)</b>	\$ (9,584,858)	\$ 39,507,478

# EMERGENCY MEDICAID : EMO



Medicaid EMO - HB HARs				
Month	2025	2024	Variance	Variance %
January	462	532	(70)	(13%)
February	410	580	(170)	(29%)
March	462	554	(92)	(17%)
April	453	425	28	7%
May	407	484	(77)	(16%)
June	364	616	(252)	(41%)
Total	2,558	3,191	(633)	(20%)

Inpatient Discharges	
Medicaid EMO as a % of Total IP Discharges	6.48%
Medicaid EMO as a % of Total Medicaid IP Discharges	20.80%

Outpatient Discharges	
Medicaid EMO as a % of Total OP Discharges	2.74%
Medicaid EMO as a % of Total Medicaid OP Discharges	8.88%

IP & OP Discharges	
Medicaid EMO as a % of Total Discharges	3.33%
Medicaid EMO as a % of Total Medicaid Discharges	10.75%

In CY 2024, EMO contributed \$6.3M in Net Revenue

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

<b>Issue:</b> <b>Organizational Performance Goals</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee review, discuss, and score the FY25 Organizational Performance Goals as they relate to the Audit and Finance Committee; and make a recommendation to the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Each year, the subcommittees of the Governing Board review the organizational accomplishments based on performance objectives approved by the Governing Board. During this meeting accomplishments associated with the Audit and Finance objectives will be discussed.

Cleared for Agenda  
July 23, 2025

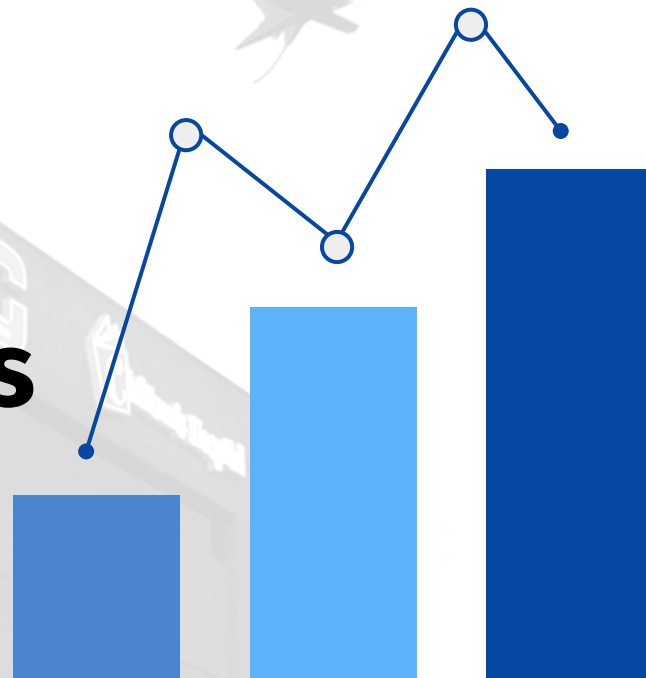
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# FY 2025 Organizational Goals

AFC Meeting





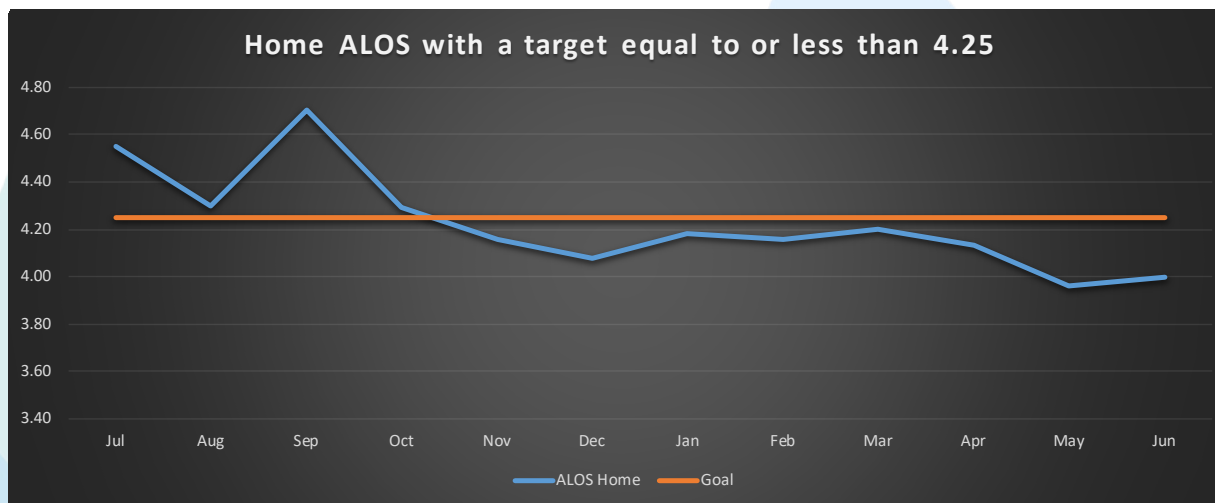
1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.



Goal #1	FY2025	BUD2025	Variance
EBITDA	\$41,057,613	\$38,715,871	\$2,341,742

## 2. Discharged to home ALOS with a target equal to or less than 4.25

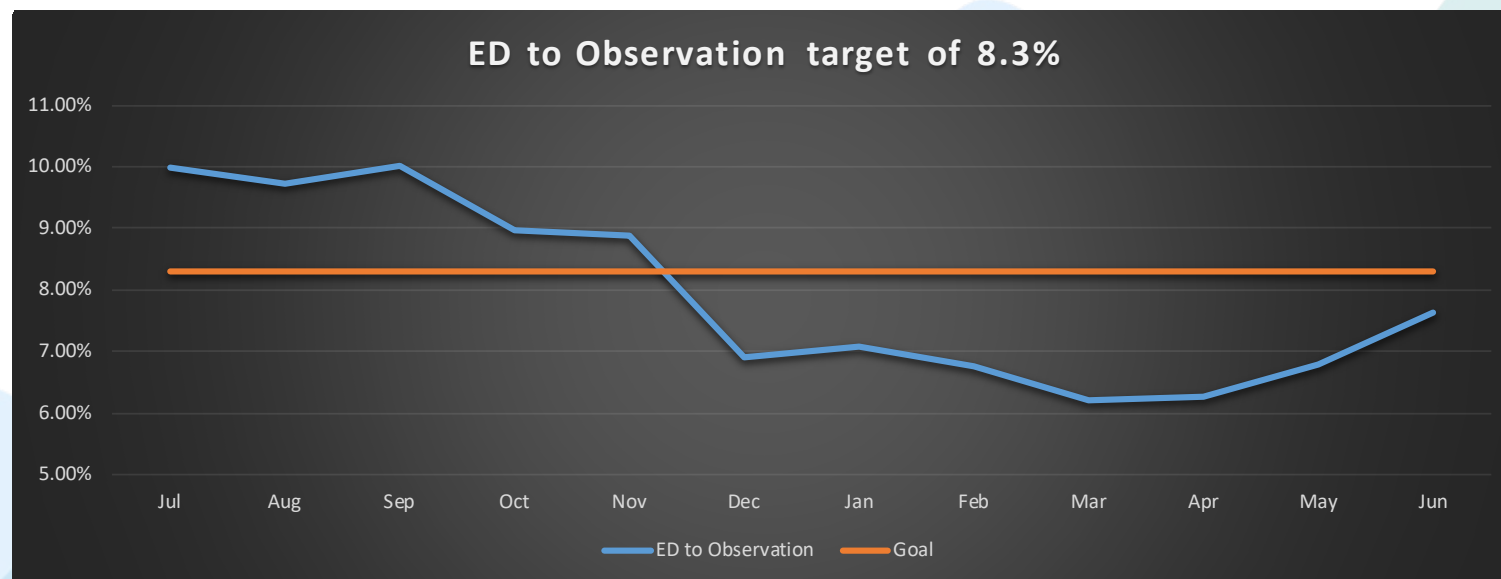
Goal #2	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
ALOS Home	4.55	4.30	4.70	4.29	4.16	4.08	4.18	4.16	4.20	4.13	3.96	4.00
Goal	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25	4.25
Variance	0.30	0.05	0.45	0.04	(0.09)	(0.17)	(0.07)	(0.09)	(0.05)	(0.12)	(0.29)	(0.25)



### 3. ED to Observation target of 8.3%



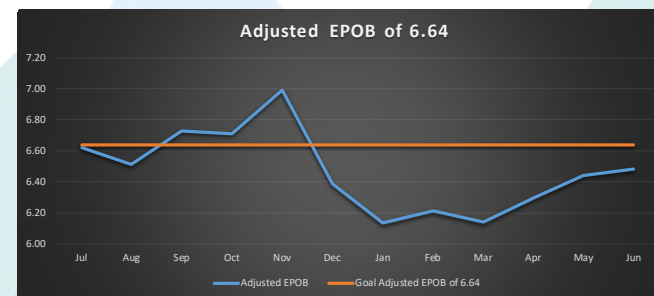
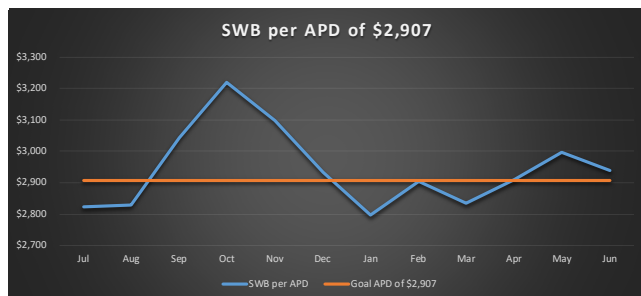
Goal #3	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
ED to Observation	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	7.08%	6.75%	6.21%	6.28%	6.79%	7.63%
Goal	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%
Variance	1.69%	1.43%	1.71%	0.67%	0.57%	(1.39%)	(1.22%)	(1.55%)	(2.09%)	(2.02%)	(1.51%)	(0.67%)



## 4. Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64



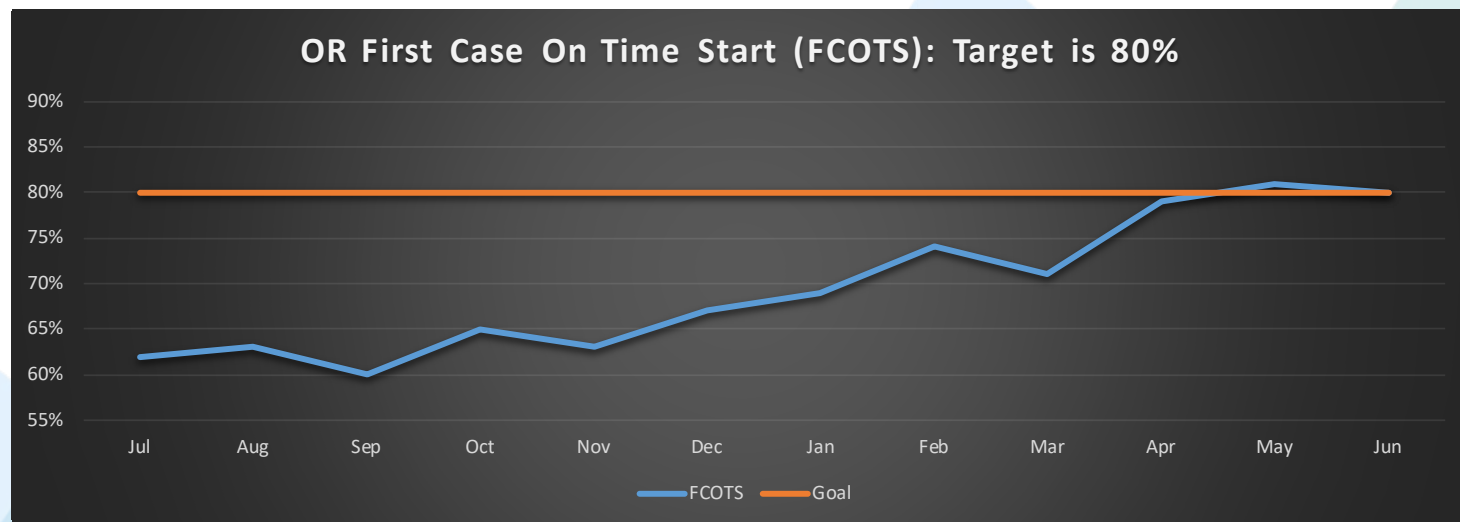
Goal #4	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
SWB per APD	\$2,825	\$2,828	\$3,042	\$3,220	\$3,099	\$2,933	\$2,798	\$2,904	\$2,834	\$2,910	\$2,996	\$2,938
Goal APD of \$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907	\$2,907
Adjusted EPOB	6.62	6.51	6.73	6.71	6.99	6.39	6.14	6.21	6.14	6.29	6.44	6.48
Goal Adjusted EPOB of 6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64	6.64
Variance SWB/APD	\$82	\$79	(\$135)	(\$313)	(\$192)	(\$26)	\$109	\$3	\$73	(\$3)	(\$89)	(\$31)
Variance Adjusted EPOB	0.02	0.13	(0.09)	(0.07)	(0.35)	0.25	0.50	0.43	0.50	0.35	0.20	0.16
Paid FTEs	4,044	4,066	4,076	4,129	3,987	3,930	3,937	3,916	3,904	3,912	3,911	3,925



## 5. OR First Case On Time Start (FCOTS): Target is 80%



Goal #5	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FCOTS	62%	63%	60%	65%	63%	67%	69%	74%	71%	79%	81%	80%
Goal	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Variance	(18%)	(17%)	(20%)	(15%)	(17%)	(13%)	(11%)	(6%)	(9%)	(1%)	1%	0%



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

<b>Issue:</b> <b>FY2026 Proposed Organizational Goals</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee discuss the proposed FY26 Organizational Performance Goals related to the UMC Governing Board Audit and Finance Committee; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Committee will discuss the FY26 proposed goals as a follow-up to the previous month's discussion.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**7**



# FY 2026 Proposed Organizational Goals

AFC Meeting



# 1. Exceed fiscal year budgeted EBITDA



- \$6.3 Million Net Impact of new MCO IME Supplemental payment program in FY2026
  - Budgeted to start in July 2025
    - Requires collaboration between UMC, Nevada Medicaid, and CMS

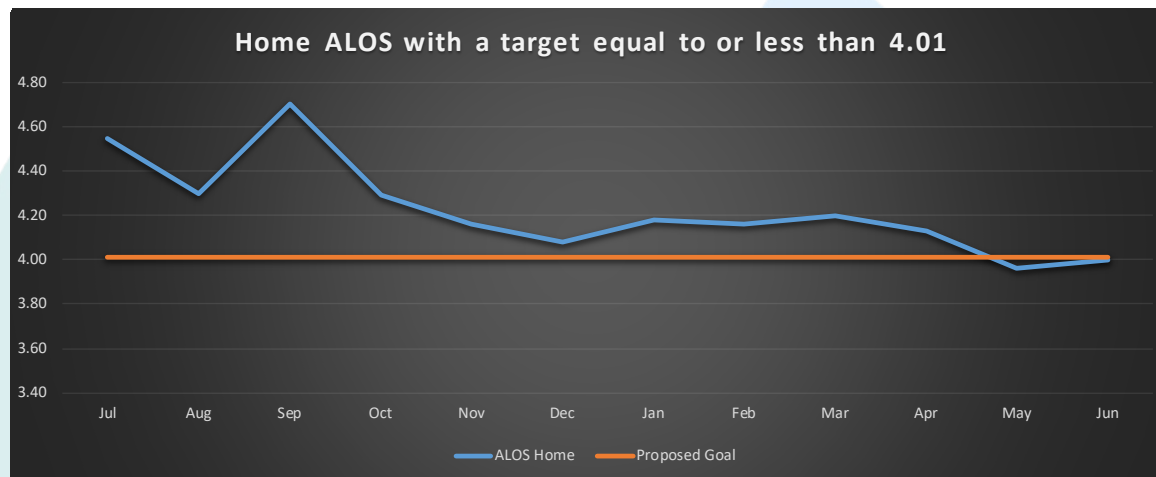
Proposed Goal #1	BUD2026
EBITDA	\$22,876,991
MCO IME Net P&L Impact	\$6,310,603
MCO IME % of EBITDA	27.58%



## 2. Discharged to home ALOS with a target equal to or less than 4.01



Proposed Goal #2	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
ALOS Home	4.55	4.30	4.70	4.29	4.16	4.08	4.18	4.16	4.20	4.13	3.96	4.00

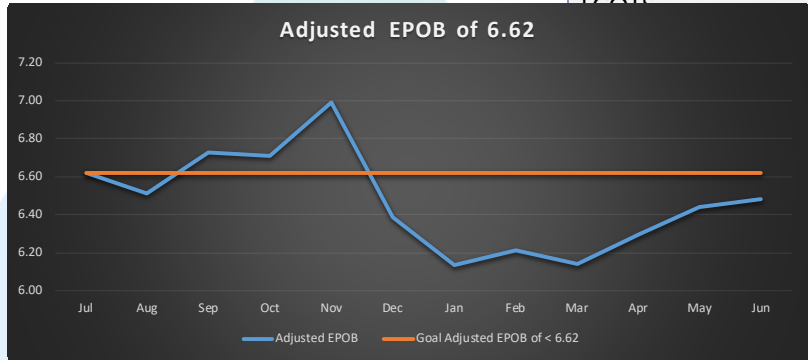


### 3. Labor utilization with a target equal to or less than Adjusted EPOB of 6.62 or SWB per APD of \$3,141



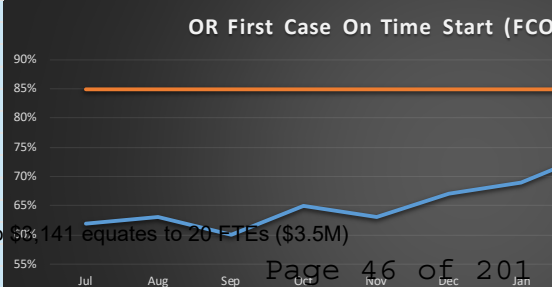
% of SWB	FY26 Budget	FY25
Nursing	32.13%	32.39%
Ancillary	19.27%	19.58%
Provider	16.77%	15.52%
Adminstrative/Overhead	16.74%	17.30%
Ambulatory	8.59%	8.74%
General Services	6.50%	6.46%
Total	100.00%	100.00%

SWB per ADP	FY26 Budget	FY25
Nursing	\$1,014	\$953
Ancillary	\$608	\$576
Provider	\$530	\$457
Adminstrative/Overhead	\$528	\$509
Ambulatory	\$271	\$257
General Services	\$205	\$190
Total	\$3,157	\$2,941



\*AEPOB reduction from 6.66 to 6.62 equates to 25 FTEs (\$4.3M)

FCOTS	Jul	Aug	Sep	Oct	Nov	Dec	Jan
FCOTS	62%	63%	60%	65%	63%	67%	69%
FCOTS	85%	85%	85%	85%	85%	85%	85%
FCOTS	(23%)	(22%)	(25%)	(20%)	(22%)	(18%)	(16%)
FCOTS	0.617021277	0.625	0.6	0.647058824	0.627118644	0.6695	0.6695



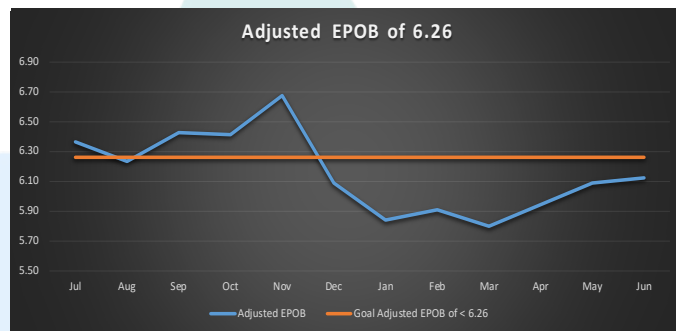
\*SWB/APD reduction from \$3,157 to \$3,141 equates to 20 FTEs (\$3.5M)

### 3. Labor utilization with a target equal to or less than Adjusted EPOB of 6.26 or SWB per APD of \$2,614 (excluding providers)

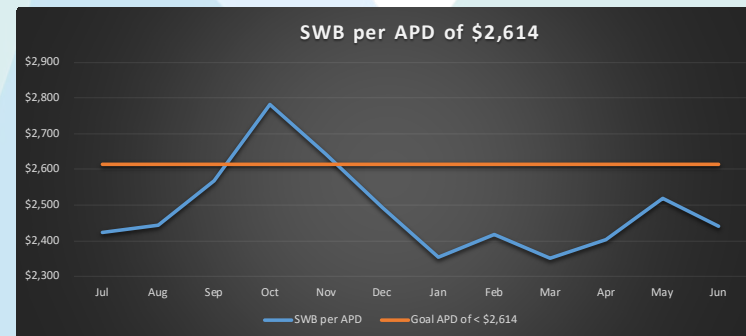


% of SWB	FY26 Budget	FY25
Nursing	32.13%	32.39%
Ancillary	19.27%	19.58%
Administrative/Overhead	16.74%	17.30%
Ambulatory	8.59%	8.74%
General Services	6.50%	6.46%
<b>Total</b>	<b>83.23%</b>	<b>84.48%</b>

SWB per ADP	FY26 Budget	FY25
Nursing	\$1,014	\$953
Ancillary	\$608	\$576
Administrative/Overhead	\$528	\$509
Ambulatory	\$271	\$257
General Services	\$205	\$190
<b>Total (excluding Providers)</b>	<b>\$2,627</b>	<b>\$2,485</b>



\*AEPOB reduction from 6.30 to 6.26 equates to 25 (non-provider) FTEs (\$3.8M)



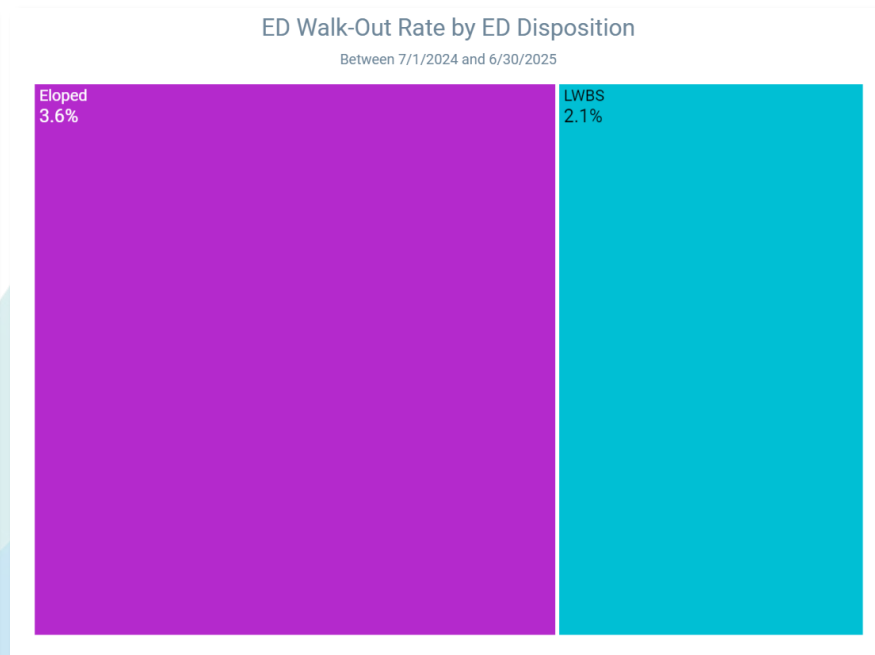
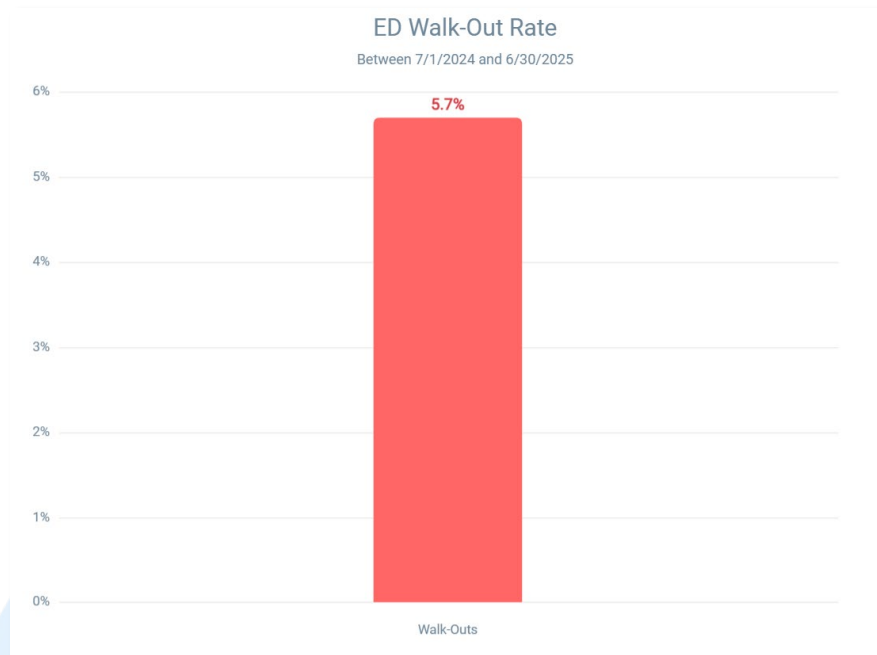
\*SWB/APD reduction from \$2,627 to \$2,614 equates to 19 (non-provider) FTEs (\$3.0M)

4. Develop and execute a revenue capture initiative to improve NPSR by \$7.5M, focused on denial reduction and documentation accuracy



Proposed Goal #4	YTD	Monthly Avg
ANPR	\$629,085,858	\$52,423,821
Denials	\$34,119,152	\$2,843,263
% of ANPR	5.42%	5.42%

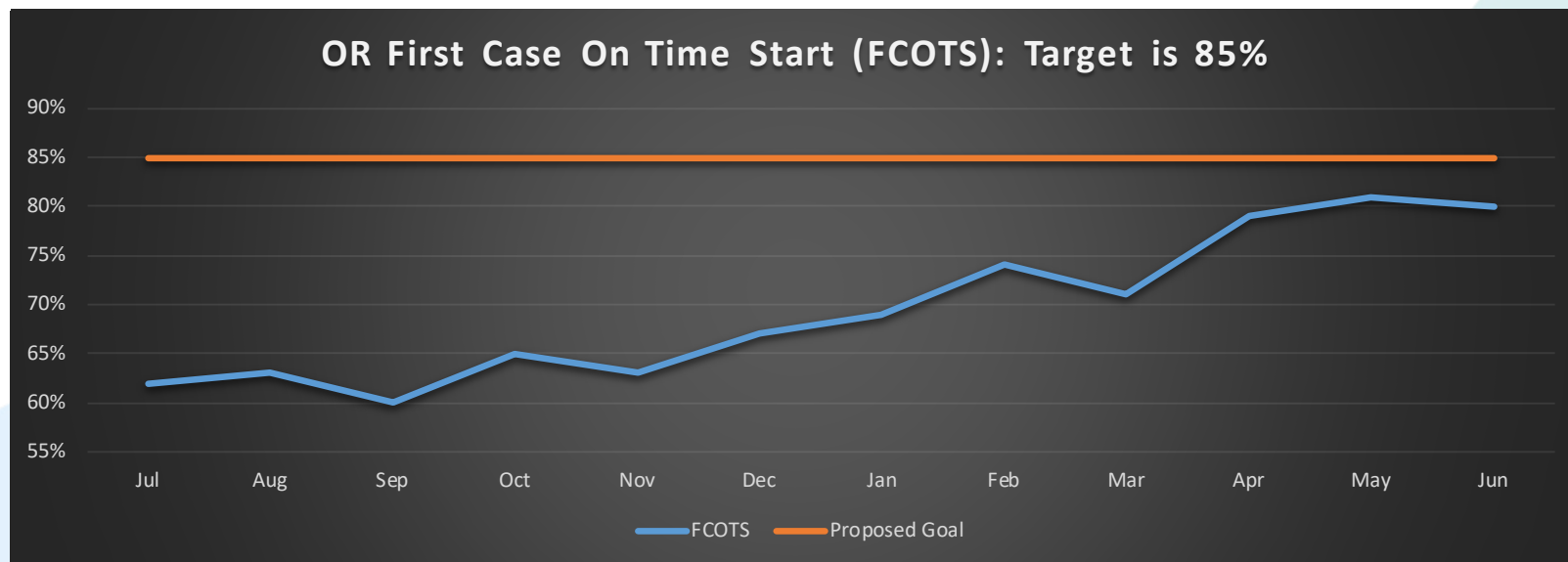
## 5. Reduce the E.D. patient walk-out rate from 5.7% to a target of 4.7% or less



## 6. OR First Case On Time Start (FCOTS): Target is 85%



Proposed Goal #6	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FCOTS	62%	63%	60%	65%	63%	67%	69%	74%	71%	79%	81%	80%



Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
8	NRS 332.115(1)(f) Insurance	N/A	Optum - New Transplant Agreement	New Contract	N/A	6/15/25-6/15/2028	90 days	Varies	Mangaged Care	This request is for UMC to enter into a new Provider Participation Agreement with OptumHealth to provide its members with access to Covered Services, including kidney and pancreas transplants.
9	NRS 332.115(1)(f) Insurance	N/A	Optum - Amd 4 to Hospital Svcs Agmt	Amendment	Yes	7/1/2025-7/31/2025	120 days	Varies	Mangaged Care	Amendment to the Agreement which extends the current expiration date through July 31, 2025 while the parties further negotiate new terms
10	NRS 332.115(1)(f) Insurance	N/A	Optum - Amd 8 to Physician Agmt	Amendment	Yes	7/1/2025-7/31/2025	60 days	Varies	Mangaged Care	This request is to approve an Amendment to the Agreement to extend the current expiration date through July 31, 2025 while the parties negotiate new terms.
17	N/A	N/A	Sixth Amendment to Interlocal Medical Office 2 Lease with NSHE/Kirk Kerkorian School of Medicine - 1524 Pinto Lane	Amendment	No	8/1/2025-7/31/2026	180 days	Monthly rent of \$29,118.62; aggregate total \$349,423.44	Executive Office	<p>On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between UMC and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine for the Lied Building medical office space located at 1524 Pinto Lane (2nd and 3rd Floors).</p> <p>This Sixth Amendment requests to extend the term of the Lease with UNLV for an additional year through July 31, 2026. It includes two additional 6-month renewal options and a 180-day termination for convenience clause.</p>

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract / Amendment /Exercise Option/ Change Order	Are Terms/Condi ons the Same?	This Contract Term	Out Clause	Contract Value	Capital / Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
11	NRS 332.115(1)(b)	No	Ammar PLLC d/b/a Stroke and Neurology Specialists	New (Previous agreement 7/2020)	N/A	Five Years with two (2) one (1) year renewal options	90 days w/o cause	<b>On-Call Services</b> – \$2,600 per day; NTE \$949,000 annually (\$3,166,375 for 6,643,000 (7) years); <b>Medical Directorship Services</b> – \$150 per hour, 120 hours annually; NTE \$18,000 annually (\$126,000 for seven (7) years)	None	None	Executive Office	This request is to approve the Professional Services Agreement for Group Physician On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists (Provider). Provider will provide 24/7 emergency, on-call and consultative neurology and stroke neurology services for UMC’s inpatients and outpatients for the Neurology, Emergency and Trauma Departments in accordance with the call schedule maintained by Medical Staff. In addition, Provider will provide a Medical Director to perform certain administrative services in coordination with UMC’s Stroke Certification Program as set forth in the Agreement.
12	HPG 450.525 450.530	Yes	AtriCure	Amendment 1	Yes	2 Years	30 days w/o cause	Base Agreement NTE \$1,200,000 Amendment 1 NTE \$600,000 Cumulative Total NTE \$1,800,000	None	N/A	OR	This Amendment No. 1 to Equipment Agreement is for equipment and the purchase of disposables for Hybrid AF Therapy-Advanced Atrial Fibrillation Ablation Treatment.
13	NRS 450.525 and NRS 450.530	Yes	ZOLL ALS Defibrillator Replacements	New Contract	N/A	One-Time Purchase	N/A	\$827,438.08	Capital \$827,438.08	N/A	Emergency Department	This Amendment/Quote is for an active HPG/GPO Contrcact with Zoll Medical Corporation to replace all of the old, outdated, pust useful life expectancy for the Zoll Defibrillators. This only replaces the Defibrillators, not the AEDs.
14	Formal RFP Pursuant to NRS 332	No	Core West, Inc., d/b/a CORE Construction	New Contract	N/A	120 days plus any extensions	30 days w/o cause	\$15,000	Capital: \$15,000 (Capital Tracking Number: 25-028)	N/A	Plant Operations	This request is for Award of RFP No. 2025-01, Construction Manager at Risk (CMAR) for UMC 7 Story Tower Patient Room Remodel (PWP-CL-2025-419), to Core West, Inc., d/b/a CORE Construction.
15	N/A	No	Clark County - Interlocal Lease and Operating Agreement (CSC)	New Contract	N/A	Five Years with five (5) one (1) year renewal options	60 days w/o cause	\$0	None	None	Crisis Stabilization Center	<p>This request is to enter into an Interlocal Lease and Operating Agreement (“Agreement”) with Clark County for UMC’s use of the County’s property at 5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (referenced on the Assessor’s website as 5357 East Lake Boulevard, under Assessor’s Parcel Number 140-21-303-004). UMC currently operates this property as its Crisis Stabilization Center (“CSC”), providing 24/7 behavioral health services designed to de-escalate or stabilize a behavioral crisis experienced by a person with a co-occurring substance use disorder and connect the patient with providers of ongoing care as appropriate.</p> <p>Clark County agrees to lease the premises and property to UMC without requiring the payment of any rent; however, UMC is responsible for maintenance and repairs, power, water, gas, trash removal, telephone, data, and any other service required for operation of the CSC.</p>
16	N/A	No	Clark County - Interlocal Agreement (300 MLK)	New Contract	N/A	Two Years	N/A	\$9,000,000	None	None	Executive Office	<p>This request is to enter into an Interlocal Agreement (“Agreement”) with Clark County allowing UMC to use the property and building at 300 South Martin Luther King Boulevard, Las Vegas, NV 89106, until UMC completes three installment payments to Clark County. UMC currently utilizes this property as a storage warehouse for supplies and equipment.</p> <p>Under this Agreement, UMC will pay Clark County three (3) equal payments of three million dollars (\$3,000,000) each: the first payment due within three (3) business days of the Effective Date of the Agreement; the second payment on the first anniversary date, and the third and final payment due the following year. Clark County will transfer all property and building responsibility to UMC upon payment completion.</p>



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

<b>Issue:</b>	<b>Ratification of the Provider Participation Agreement with OptumHealth Care Solutions, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Provider Participation Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. (For possible action)</b>		

## **FISCAL IMPACT:**

Fund Number: 5430.011  
 Fund Center: 3000850000  
 Description: Managed Care Services  
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
 Term: June 15, 2025 – June 15, 2028  
 Amount: Revenue based on volume  
 Out Clause: 90 days w/o cause

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

## **BACKGROUND:**

This request is for UMC to enter into a new Provider Participation Agreement with OptumHealth to provide its members with access to Covered Services, including kidney and pancreas transplants.

This Agreement establishes that UMC shall be compensated for Covered Services to Optum members at the negotiated compensation rates. This Agreement is effective from June 15, 2025, through June 15, 2028, and can be terminated by either party upon ninety (90) days written notice.

UMC's Director of Managed Care has reviewed and recommends ratification of this Agreement, which has also 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  
July 23, 2025

Agenda Item #

**8**

**Provider Participation Agreement  
Between  
OptumHealth Care Solutions, LLC  
And  
University Medical Center of Southern Nevada**

This Provider Participation Agreement (“Agreement”) is between OptumHealth Care Solutions, LLC (“OptumHealth”), and University Medical Center of Southern Nevada (referred to as “Hospital” and/or “Provider”).

This Agreement sets forth the terms and conditions under which Provider will participate in OptumHealth’s health care provider networks.

Through contracts with hospitals, physicians and other providers of health care services, OptumHealth maintains one or more networks of health care providers that are available to Customers.

OptumHealth wishes to arrange to make Provider’s services available to Customers. Provider wishes to provide such services, under the terms and conditions set forth in this Agreement and applicable Payment Appendices. The parties therefore enter into this Agreement.

This Agreement is effective **June 15, 2025** (“Effective Date”). This Agreement may include one or more Payment Appendices for specific OptumHealth networks.

**Article I.  
Definitions**

The following terms when used in this Agreement have the meanings set forth below:

**1.1. “Benefit Plan”** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

**1.2. “Billed Charge”** is the fee charged by Provider which does not exceed the fee Provider would ordinarily charge another person regardless of whether the person is a Customer.

**1.3. “Covered Service”** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer’s Benefit Plan with that Payer.

**1.4. “Customer”** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

**1.5. “Government Programs”** is a Government-Funded Health Plan as defined under the Medicare program under Title XVIII of the Social Security Act (Parts A, B and C) (42 U.S.C. 1395, et seq.); the Medicaid program under Title XIX of the Social Security Act (42 U.S.C. 1396, et seq.); and approved state child health programs under Title XXI of the Social Security Act (42 U.S.C. 1397, et seq.) (SCHIP), under which a certificate of coverage, or other agreement, delivered in paper, electronic, or other format to Provider by a Payer, obligates the Payer to provide coverage and pay for Covered Services for which the Customer is enrolled.

**1.6. “Payer”** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer’s Benefit Plan and authorized by OptumHealth to access Provider’s services under this Agreement.

**Article II.**

## **Representations and Warranties**

**2.1. Representations and Warranties of Provider.** Provider, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- a) Provider is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- b) Provider has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Provider have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Provider and (assuming the due authorization, execution and delivery of this Agreement by OptumHealth) constitutes a valid and binding obligation of Provider, enforceable against Provider in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.
- c) The execution, delivery and performance of this Agreement by Provider does not and will not violate or conflict with (i) the organizational documents of Provider, (ii) any material agreement or instrument to which Provider is a party or by which Provider or any material part of its property is bound, or (iii) applicable law.
- d) Provider has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.
- e) Each submission of a claim by Provider pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to OptumHealth that (i) the representations and warranties of it set forth in this Section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (ii) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (iii) the charge amount set forth on the claim is the Billed Charges and (iv) the claim is a valid claim.

**2.2. Representations and Warranties of OptumHealth.** OptumHealth, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

- a) OptumHealth is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.
- b) OptumHealth has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by OptumHealth have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by OptumHealth and (assuming the due authorization, execution and delivery of this Agreement by Provider) constitutes a valid and binding obligation of OptumHealth, enforceable against OptumHealth in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.
- c) The execution, delivery and performance of this Agreement by OptumHealth does not and will not violate

or conflict with (i) the organizational documents of OptumHealth, (ii) any material agreement or instrument to which OptumHealth is a party or by which OptumHealth or any material part of its property is bound, or (iii) applicable law.

d) OptumHealth has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

### **Article III.** **Applicability of this Agreement**

**3.1. Provider's Services.** This Agreement applies to Provider's service locations set forth in the attachment to the applicable Payment Appendices. In the event Provider begins providing services at other locations (either by operating such locations itself, or by acquiring, merging or affiliating with an existing provider that was not already under contract with OptumHealth), such additional locations will become subject to this Agreement only upon the written agreement of the parties.

In the event Provider acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with OptumHealth to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to such agreements.

**3.2. Services not covered under a Benefit Plan.** This Agreement does not apply to services not covered under the applicable Benefit Plan. Provider may seek and collect payment from a Customer for such services, provided that the Provider first obtains the Customer's written consent. This Section does not authorize Provider to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid.

**3.3. Health Care.** Provider acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Provider or govern Provider's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Provider and with Customers and their physicians, and not with OptumHealth or any Payer.

**3.4. Communication with Customers.** Nothing in this Agreement is intended to limit Provider's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Provider is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Provider is free to discuss with a Customer any financial incentives Provider may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.

### **Article IV** **Duties of Provider**

**4.1. Provision of Covered Services.** Provider will provide Covered Services to all Customers as their staff and facilities permit and will accept Customers as new patients on the same basis as they are accepting non-Customers as new patients without regard to race, religion, gender, color, national origin, marital status, age, physical or mental health status, status as a Customer of Payer, or on any other basis deemed unlawful under federal, state, or local law. Provider will notify OptumHealth within fifteen (15) days if Provider determines that it will not be accepting new patients. Provider will notify OptumHealth within thirty (30) days of any

material changes to the types of services that Provider is obligated to provide under this Agreement, or the manner in which the services are delivered.

**4.2. Accessibility.** Hospital will be open twenty-four (24) hours a day, seven (7) days a week. Physicians will provide or arrange for the provision of services twenty-four (24) hours a day, seven (7) days a week.

**4.3. Cooperation with Programs.** Provider will make best efforts to cooperate and comply with all utilization management, prior authorization and notification, quality improvement, credentialing, network qualification, appeals and grievances, or other similar OptumHealth or Payer programs. Provider will comply with OptumHealth's operations guide provided to Provider, and is available on the OptumHealth website, that directs the day-to-day management of this Agreement. Payer may have additional procedures that OptumHealth and Provider must follow. Those additional procedures may be obtained by contacting Payer directly. Failure to comply with the OptumHealth operations guide and other requirements in this Section may result in non-payment to Provider. Provider will not bill the Customer for any such denied amounts. If there is a discrepancy between this Agreement and the OptumHealth operations guide, this Agreement will take precedence.

Provider will call Payer to inquire or verify with Payer through electronic means as to a patient's status as a Customer before providing Covered Services, and on an on-going basis thereafter to determine continued Customer status. OptumHealth shall have no responsibility for determining Customer eligibility for Covered Services, authorization for services, or interpretation of Benefit Plans concerning coverage.

If Provider provides health care services to an individual, and it is determined within three hundred sixty five (365) days that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made may be refunded under the process described in this Agreement. Provider may then directly bill the individual, or other responsible party, for such services.

**4.4. Employees and subcontractors.** Provider will assure that its employees, affiliates and any individuals or entities subcontracted by Provider to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Provider's obligations and accountability under this Agreement with regard to such services. Provider affiliates are those entities that control, are controlled by or are under common control with Provider.

**4.5. Licensure.** Provider will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Provider to lawfully perform this Agreement.

**4.6. Liability Insurance.** Hospital, at its sole expense, shall maintain self-insurance coverage as provided by Chapter 41 of the Nevada Revised Statutes for purpose of general liability, professional liability and other insurance, as may be necessary to insure it and its employees against any claims for damages, directly or indirectly, in connection with this Agreement. Each of such policies shall be in amounts as required by Nevada State Law. Appropriate certificates of such insurance shall be delivered to OptumHealth upon request. Hospital represents and warrants that it is operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada; and as such, Clark County and Hospital, including its employees, are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Memorandum copies of the above insurance policies shall be provided to OptumHealth upon OptumHealth's request.

TYPE OF INSURANCE	MINIMUM LIMITS
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Medical malpractice and/or professional liability insurance	Five Million Dollars (\$5,000,000) per occurrence and aggregate
Commercial general and/or umbrella liability insurance	Five Million Dollars (\$5,000,000) per occurrence and aggregate

**4.7. Notice.** Provider will give notice to OptumHealth within ten (10) business days after any event that causes Provider to be out of compliance with Section 4.5 or 4.6 of this Agreement, or of any change in Provider's name, ownership, control, or Taxpayer Identification Number. This Section does not apply to changes of ownership or control that result in Provider being owned or controlled by an entity with which it was already affiliated prior to the change.

**4.8. Maintenance of and Access to Records.** Provider will maintain adequate medical, financial and administrative records related to Covered Services rendered by Provider under this Agreement, including claims records, for at least ten (10) years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Provider will obtain any Customer consent required in order to authorize Provider to provide requested information or records, including copies of the Provider's medical records relating to the care provided to Customer. Provider will provide these records as follows:

i) to OptumHealth or its designees, in connection with utilization management, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Provider's compliance with the terms and provisions of this Agreement and appropriate billing practice. Provider will use best efforts to provide requested information or records within thirty (30) days after a request is made, except in cases of an audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within forty-eight (48) hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable Payer to reasonably meet the timelines for determining the appeal or grievance); and

ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Provider, OptumHealth, or Payers.

**4.9. Compliance with law.** Provider will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

## **Article V.**

### **Duties of OptumHealth**

**5.1. Payment of Claims.** As described in further detail in Article VI of this Agreement, Payer will pay Provider for rendering Covered Services to Customers.

**5.2. Liability Insurance.** OptumHealth will procure and maintain professional and general liability insurance and other insurance, as OptumHealth reasonably determines may be necessary, to protect OptumHealth and OptumHealth's employees against claims, liabilities, damages or judgments that arise out of services provided by OptumHealth or OptumHealth's employees under this Agreement.

**5.3. Licensure.** OptumHealth will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable OptumHealth to lawfully perform this Agreement.

**5.4. Notice.** OptumHealth will give written notice to Provider within ten (10) days after any event that causes OptumHealth to be out of compliance with Section 5.2 or 5.3 of this Agreement, or of any change in OptumHealth's name, ownership, control, or Taxpayer Identification Number. This Section does not apply to changes of ownership or control that result in OptumHealth being owned or controlled by an entity with which it was already affiliated prior to the change.

**5.5. Compliance with law.** OptumHealth will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

**5.6. Employees and subcontractors.** OptumHealth will assure that its employees, affiliates and any individuals or entities subcontracted by OptumHealth to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit OptumHealth's obligations and accountability under this Agreement with regard to such services.

**5.7. Non-Discrimination.** During performance of this Agreement, OptumHealth and any subcontractor and/or joint venture shall not discriminate on the basis of race, color, gender, national origin, sexual orientation or any other category specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the Agreement.

**5.8. Payer Obligations.** Each agreement between OptumHealth and a Payer will obligate the Payer to comply with all duties and obligations of this Agreement, including, but not limited to, paying for Covered Services rendered to Customers in accordance with the provisions of this Agreement. OptumHealth may have relationships with distributors, examples of which are reinsurance or insurance companies, which have the direct contractual relationships with Payers. OptumHealth must have in effect a written agreement(s) with Payers in which the Payer agrees to comply with all duties and obligations of this Agreement. OptumHealth shall reasonably assist Provider in their collection efforts from a Payer upon request.

## **Article VI.**

### **Submission, Processing, and Payment of Claims**

**6.1. Form and content of claims.** Unless otherwise requested by OptumHealth, Provider shall submit claims using current CMS forms for paper claims, or successor forms, and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with coding according to NUBC (National Uniform Billing Committee) and/or NUCC (National Uniform Claim Committee), including, but not limited to, ICD-10-CM, CPT, Revenue and HCPCS coding (or successor codes). On the Effective Date of this Agreement, Provider will use electronic submission for 90%, or more, of its claims under this Agreement.

**6.2. Time to file claims.** All information necessary to process a claim must be received by OptumHealth no more than ninety (90) calendar days from the date of inpatient discharge or ninety (90) calendar days from the date the outpatient Covered Services are rendered. Claims will be presumed late if they are received after this timeframe. In the event OptumHealth requests additional information in order to process the claim, Provider will provide such additional information within thirty (30) calendar days of OptumHealth's request. If Payer is not the primary payer, and Provider is pursuing payment from the primary payer, the ninety (90) calendar day filing limit will begin on the date Provider receives the claim response from the primary payer.

**6.3. Payment of claims.** Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement. Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law. The obligation for payment under this Agreement is solely that of Payer, and not that of OptumHealth.

**6.4. Denial of Claims for Not Following Notification Requirements or Not Filing Timely.** Payment may be denied in whole or in part if Provider does not comply with notification requirements or does not file a timely claim under Section 6.2 of this Agreement.

**6.5. Payment under this Agreement is payment in full.** Payment as provided under Section 6.3, together with any co-payment, deductible or coinsurance for which Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Provider will not seek to recover, and will not accept, any payment from Customer or Payer or anyone acting in their behalf, in excess of payment in full as provided in this Section 6.5, regardless of whether such amount is less than Provider's Billed Charge.

**6.6. Customer "Hold Harmless."** Provider will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Provider's Billed Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Provider's failure to comply with the eligibility and notification requirements,
- ii) Provider's failure to file a timely claim,
- iii) Inaccurate or incorrect claim processing,
- iv) Insolvency or other failure by Payer to maintain its obligation to fund claims payments, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances.

This obligation to refrain from billing Customers applies even in those cases in which Provider believes that OptumHealth or Payer has made an incorrect determination. In such cases, Provider may pursue remedies under this Agreement against Payer, as applicable, but must still hold the Customer harmless.

This Section 6.6 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

**6.7. Correction of overpayments or underpayments of claims.** In the event that either party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, within twelve (12) months after the payment was initially made, that it believes the payment was made incorrectly.

Undisputed underpayments or overpayments will be repaid within forty-five (45) days of notice of the underpayment or overpayment. Provider will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement and will return such overpayments to Payer within forty-five (45) days after posting it as a credit balance.

**6.8. Right to Audit.** OptumHealth and Payer, and their respective designees, shall have access to and the right to audit billing, claims and medical records within the possession of the Provider, which are related to the services provided under this Agreement.

OptumHealth and Payer, and their respective designees, reserves the right to review all documents and records relative to payment requests submitted by Provider regarding Covered Services provided to Customers. OptumHealth or Payer, or their respective designees, must provide written notice to Provider of their intent to audit prior to claim payment or within the one (1) year period following: (i) the date of payment by Payer for the Covered Services, or (ii) the date the Covered Services were rendered, when no payment is made. OptumHealth, Provider, and Payer, or their respective designees, agree to conduct the audit in accordance with the claim payment guidelines promulgated by the National Uniform Billing Committee and the Centers for Medicare and Medicaid Services.



Upon invoice from Provider, Payer will pay for copies of records. Payment will be made at a rate of \$0.60 per page, not to exceed \$350.00 per record, unless a different rate is specified under applicable state law.

**6.9 Never Events.** In the event a "Never Event" occurs in connection with Provider rendering services to a Customer, Provider will take the steps recommended by the Leapfrog Group. At present, these steps are set forth in the Leapfrog Group's "Position Statement on Never Events" (<http://www.leapfroggroup.org>) and are as follows:

- i) Apologize to the patient and/or family affected by the Never Event;
- ii) Report the event to OptumHealth and to at least one of the following agencies: The Joint Commission, as part of its Sentinel Events policy; state reporting program for medical errors; or a Patient Safety Organization (e.g., Maryland Patient Safety Center);
- iii) Perform a root cause analysis, consistent with instructions from the chosen reporting agency; and
- iv) Waive all costs directly related to the event. In order to waive such costs, Provider will not submit a claim for such costs to OptumHealth or Payer and will not seek or accept payment for such costs from the Customer or anyone acting on behalf of the Customer.

For purposes of this Section 6.9, a "Never Event" is an event included in the list of 28 "serious reportable events" published by the National Quality Forum (NQF) in October 2006, as the list may be updated from time to time by the NQF and adopted by Leapfrog.

## **Article VII.**

### **Dispute Resolution**

The parties will work together in good faith to resolve any and all disputes between the parties (hereinafter referred to as "Disputes") including but not limited to all questions of arbitration, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within sixty (60) days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in Clark County, Nevada. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

The parties expressly intend that any Dispute relating to the business relationship between the parties be resolved on an individual basis so that no other Dispute with any third party(ies) may be consolidated or joined with the Dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain OptumHealth procedures, such as a credentialing, qualification, or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke any right to arbitration under this Article VII.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VII. While such arbitration remains pending, the termination for breach will not take effect.

This Article VII governs any dispute between the parties arising before or after execution of this Agreement and shall survive any termination of this Agreement.

### **Article VIII.** **Term and Termination**

**8.1. Term.** This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term (“Initial Term”) of three (3) years and may renew annually unless terminated pursuant to Section 8.2.

**8.2. Termination.** This Agreement, or any individual programs defined in the attached Payment Appendices, may be terminated as provided below. Any notice of termination shall be sent by certified mail or overnight mail via a national overnight carrier.

- i) by mutual written agreement of the parties;
- ii) by either party, upon ninety (90) days prior written notice to the other party, which notice may be given no sooner than ninety (90) days prior to the end of the initial term of either a) this Agreement or b) the Payment Appendix; however, the Agreement cannot be terminated while there is a Payment Appendix within the Initial Term;
- iii) by either party upon thirty (30) days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within thirty (30) days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;
- iv) by OptumHealth, upon thirty (30) days prior written notice to Provider, in the event Providers fails to meet OptumHealth’s qualification criteria or submit survey information within the timeframe required by OptumHealth;
- v) by OptumHealth immediately due to Provider’s loss or suspension of licensure or certification, or fails to have insurance as required under Section 4.6 of this Agreement;
- vi) by either party in the event of an assignment of this Agreement by the other party pursuant to Section 9.4, upon thirty (30) days prior written notice to the other party.

**8.3. Termination of Payer.** Provider may terminate this relationship as to a particular Payer if that Payer consistently failed to abide by the terms and conditions of this Agreement. Provider will give OptumHealth written notice of its intent to terminate a Payer’s access. Within five (5) business days, OptumHealth will notify Payer of Provider’s decision. Payer will have thirty (30) days from receipt of notice from OptumHealth to cure the outstanding breach. If Payer does not cure the breach within this timeframe, Provider may deny

that Payer's access to this Agreement for all new patients who are Customers covered under that Payer's Benefit Plans. Notwithstanding this provision, Provider will continue to provide Covered Services to Customers covered under that Payer's Benefit Plans who are currently receiving Covered Services, as required under Section 8.4 below.

**8.4. Consequences of Termination of Agreements or Payer.** If one the following events occurs while a Customer is receiving Covered Services,

- a) this Agreement is terminated,
- b) a specific provider transplant program, covered in this Agreement, is discontinued,
- c) a Payment Appendix is terminated, or
- d) a client or Payer's agreement with OptumHealth ends or is terminated,

then the Provider, in accordance with the Payer's continuity of care policy, will continue to provide Covered Services, as follows:

- a) For transplants, to the end of the Transplant Period
- b) For all other programs, discharge from the Hospital or the termination of outpatient services.

Payer is obligated to pay for such continued services in the amounts established by this Agreement, regardless of the cause of the termination, including, but not limited to, breach of this Agreement.

## **Article IX.**

### **Miscellaneous Provisions**

**9.1. Entire Agreement.** This Agreement is the entire agreement between the parties with regard to the subject matter herein and supersedes any prior written or unwritten agreements ("Prior Agreement") between the parties or their affiliates with regard to the same subject matter. As to any particular Customer who has accessed Provider for Covered Services under the terms of a Prior Agreement or Payment Appendix, as applicable, the terms of that Prior Agreement or Payment Appendix will continue to apply to that Customer's care: a) for transplant services, through the duration of treatment for which terms are included under the Prior Agreement or Payment Appendix, not to exceed one year after the Transplant occurs or; b) for all other OptumHealth products, upon discharge from an admission which began prior to the Effective Date of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement or Amendment delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**9.2. Amendment.** This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by OptumHealth upon written notice to Provider in order to comply with applicable regulatory requirements, in which case OptumHealth will provide at least thirty (30) days written notice to Provider.

**9.3. Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

**9.4. Assignment.** Provider or OptumHealth may assign its rights and obligations under this Agreement to

another entity that it controls, is controlled by or is under common control with it (collectively, an “Affiliate”). The assigning party shall give notice of its assignment to an Affiliate within ninety (90) days after the effective date of the assignment.

Any assignment to a non-Affiliate shall require the consent of the non-assigning party, which consent shall not be unreasonably withheld. The process for obtaining consent from the non-assigning party shall be as provided in this Section. The assigning party shall give the other party(ies) sixty (60) days advance written notice. If the other party(ies) do not object in writing within that sixty (60) days, the assignment will be deemed accepted by the other party(ies). Any objection that remains unresolved within this 60-day period is grounds for termination of this Agreement, pursuant to Section 8.2.

**9.5. Relationship of the Parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

**9.6. Delegation.** OptumHealth may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve OptumHealth of its obligations under this Agreement.

**9.7. Notice.** Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the operations guide. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested or by overnight mail via a national overnight carrier. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

**9.8. Confidentiality.** Neither party will disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

a) Any proprietary business information, not available to the general public, obtained by the party from the other party. For the avoidance of doubt, the parties agree that this Agreement contains confidential and proprietary business information; or

b) The specific reimbursement amounts provided for under this Agreement, except OptumHealth may disclose Agreement terms to Payers or their designees who need the information to process claims, administer benefits or in the selection of programs.

c) OptumHealth acknowledges that Provider 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, certain documents and records maintained and controlled by Provider are available for copying and inspection by the public, subject to applicable laws. If Provider receives a request for the disclosure of any information related to this Agreement that OptumHealth has claimed to be confidential and proprietary, Provider will immediately notify OptumHealth of such request, providing sufficient specificity describing the information that Provider intends to disclose, and OptumHealth shall notify Provider of its objection to such intended disclosure within ten (10) business days of receipt of Provider’s notice. If OptumHealth objects to Provider’s intended disclosure, Provider will give reasonable assistance to OptumHealth to obtain injunctive relief or protective order concerning the intended disclosure.

At least forty-eight (48) hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

**9.9. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Provider renders Covered Services, and any other applicable law.

**9.10. Regulatory Appendices.** One or more regulatory appendices may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

**9.11. Severability.** Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

**9.12. Survival.** Sections 4.8, 6.5, Article VII and Sections 8.4 and 9.8 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

**9.13. Direct Contracting.** Provider will not contract directly with clients of OptumHealth or Payers to provide the same services that are covered by this Agreement, unless Provider has obtained OptumHealth's prior written approval. This restriction applies while this Agreement is in effect and continues for one year after the Agreement expires.

**9.14. Name, Symbol, and Service Mark.** During the term of this Agreement, Provider, OptumHealth and Payer will not use each other's name, symbol or service mark unless it is to reference the Provider as a participant in an OptumHealth network.

**9.15. Medicare and Medicaid Customers.** Provider agrees to provide Covered Services to Customers with access to this Agreement who are enrolled in a Benefit Plan for Medicare and/or Medicaid beneficiaries and to cooperate and comply with the provisions set forth in the attached Medicare and /or Medicaid regulatory appendix. Provider also understands that OptumHealth's agreements with providers are subject to review and approval by the Centers for Medicare and Medicaid Services (CMS).

**9.16. Medicare Cost Reporting for Organ Acquisition.** For those Customers for whom Payer is the primary payer and traditional Medicare is the secondary or tertiary payer, Hospital and OptumHealth agree that Payer has met its payment obligation under this Agreement if payment is remitted to Hospital by Payer in accordance with the terms of the Transplant Payment Appendix. Hospital affirms, and OptumHealth acknowledges, that Hospital shall conform with Medicare Cost Reporting regulations as applicable to organ transplantation services and Medicare as a Secondary Payer under this Agreement and that Payer and Customer shall be held harmless from any additional risk or liability not specifically assigned to Payer or Customers under the terms of this Agreement.

**9.17. Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**9.18. Headings.** The Section, sub-section and table headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**/Signatures appear on the following page./**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

**OptumHealth Care Solutions, LLC**

MR: MN101-W900

1 Optum Circle

Eden Prairie, MN 55344

Signature Brennan McNally  
Brennan McNally (07/08/2025 18:29 CDT)

Print Name Brennan McNally

Title SVP

Date 07/08/2025

**University Medical Center of Southern Nevada**

*Address to be used for giving notice to Provider under the Agreement:*

Signature Mason VanHorn

Street: 1800 W. Charleston Blvd., Attn: Legal Dept.

Print Name MASON VanHorn

City: Las Vegas

Title CEO

State: NV Zip Code: 89102

Date 7/7/25

E-mail: N/A

CMS Cert.#(CCN): \_\_\_\_\_

**Exhibit 1**

**PROVIDER LOCATIONS**

**University Medical Center of Southern Nevada**

**Hospital Based, Primary Care, Quick Care and Specialty Care Clinics**

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



**Transplant Payment Appendix**  
**APPLICABILITY: Commercial Payers**  
**University Medical Center of Southern Nevada**

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

## **Transplant Payment Appendix**

**APPLICABILITY: Medicare Advantage and Managed Medicaid Payers**

**University Medical Center of Southern Nevada**

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

## **Nevada Regulatory Requirements Appendix**

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

**MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX**

**OPTUMHEALTH CARE SOLUTIONS, LLC**

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 2,154</b>						
<b>Corporate/Business Entity Name:</b>		Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)				
<b>(Include d.b.a., if applicable)</b>		OptumCare				
<b>Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> <a href="http://www.optum.com">www.optum.com</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>POC Name:</b> Simone Cook, VP, Network and Contracting <b>Email:</b> <a href="mailto:simone.cook1@optum.com">simone.cook1@optum.com</a>		
<b>Telephone No:</b>		(702) 242-7713		<b>Fax No:</b> (855)-275-4390		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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

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

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

 Signature  President & CEO  Title	John C. Rhodes, MD Print Name  April 23, 2025 Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>Ratification of the Fourth Amendment to the Hospital Services Agreement with Optum Health Networks, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Fourth Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5430.011	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 4 – Extend from July 1, 2025 – July 31, 2025	
Amount: Revenue based on volume	
Out Clause: 120 business days w/o cause	

## **BACKGROUND:**

UMC entered into a Hospital Services Agreement dated March 1, 2021 with Optum Heath Networks, Inc. to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement was amended on March 1, 2023 to extend the Term and remove mention of previous name ‘LifePrint Health’. The Second Amendment to the Agreement, effective as of March 1, 2025, extended the expiration date through May 31, 2025, while the parties negotiated new terms. The Third Amendment to the Agreement, effective July 1, 2025, extended the expiration date through June 30, 2025, as the parties required additional time to finalize the new Agreement.

This request is to approve an Amendment to the Agreement which extends the current expiration date through July 31, 2025 while the parties further negotiate new terms. Ratification was necessary as the parties require additional time to finalize a new Agreement.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Amendment, which has also 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  
July 23, 2025

Agenda Item #

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## AMENDMENT FOUR TO THE HOSPITAL SERVICES AGREEMENT

This Amendment Four to the Hospital Services Agreement (the "**Amendment**") is made and entered into, to be effective as of July 1, 2025 by and between **Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)** ("OptumCare") and **University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes**, ("Hospital") (collectively referred to herein as the "Parties"). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

### RECITALS

WHEREAS, the Parties entered into that certain Hospital Services Agreement, dated March 1, 2021, whereby Hospital agreed to provide Hospital Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the "**Agreement**"); and

WHEREAS, the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

1. **Article VII, Section 7.1 Term of Agreement** shall be extended expiring on July 31, 2025. Both parties agree to work in good faith to negotiate new terms with an effective date of March 1, 2025.
2. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.
3. **Miscellaneous.** This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Provider. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.



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

**"OPTUMCARE"**  
Optum Health Networks, Inc.

By:



Signature

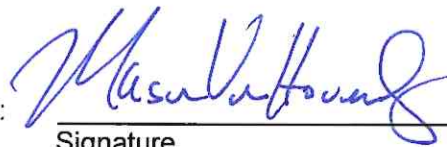
John C. Rhodes, MD  
Print Name

President & CEO  
Title

June 25, 2025  
Date

**"HOSPITAL"**  
UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

By:



Signature

Mason Van Houweling  
Print Name

CEO  
Title

Date

6/26/25

1800 West Charleston Blvd  
Address

Las Vegas, NV 89102  
City, State Zip Code

88-6000436  
Tax I.D. Number

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 2,154</b>						
<b>Corporate/Business Entity Name:</b>		Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)				
<b>(Include d.b.a., if applicable)</b>		OptumCare				
<b>Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> <a href="http://www.optum.com">www.optum.com</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>POC Name:</b> Simone Cook, VP, Network and Contracting <b>Email:</b> <a href="mailto:simone.cook1@optum.com">simone.cook1@optum.com</a>		
<b>Telephone No:</b>		(702) 242-7713		<b>Fax No:</b> (855)-275-4390		
<b>Nevada Local Street Address: (If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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).

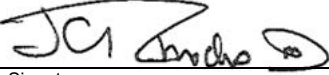
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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

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

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

 Signature  President & CEO  Title	John C. Rhodes, MD Print Name  April 23, 2025 Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***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 AUDIT AND FINANCE COMMITTEE AGENDA ITEM

<b>Issue:</b>	<b>Ratification of the Eighth Amendment to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board Amendment Eight to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services, or take action as deemed appropriate. <i>(For possible action)</i></b>		

## FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendments 8 – Extend from July 1, 2025 – July 31, 2025	
Amount: Revenue based on volume	
Out Clause: 60 days w/o cause	

## BACKGROUND:

On April 26, 2018, UMC entered into a Primary Care Physician Participation Agreement (“Agreement”) with LifePrint Health, Inc. d/b/a OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from April 1, 2018 through March 31, 2020 unless terminated with a 60-day written notice to the other. Amendment One, effective April 1, 2020, extended the term for three (3) years through March 31, 2023 and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2020, updated the reimbursement schedules. Amendment Four, effective January 1, 2022, updated the reimbursement schedules. Amendment Five, effective April 1, 2023, extended the term for two (2) years through March 31, 2025, and updated the business name to Optum Health Networks, Inc. Amendment Six, effective January 1, 2023, added the Provider Group Performance Incentive Program which included quality performance measures and revised Exhibit C Compensation Schedule. Amendment Seven, effective April 1, 2025, extended the current expiration date ninety days through June 30, 2025.

This request is to approve an Amendment to the Agreement to extend the current expiration date through July 31, 2025 while the parties negotiate new terms.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**10**

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment, which has also 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.

### Amendment to the Participation Agreement

This amendment (this "Amendment") is to the Participation Agreement, effective as of **April 1, 2018** (the "Agreement"), between **Optum Health Networks, Inc. fka Lifeprint Health, Inc.** (collectively, "Optum") and **UMC** ("Provider").

This Amendment is effective on **July 1, 2025** (the "Amendment Effective Date").

The parties agree to modify the Agreement as follows:

The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.

1. Article VIII Section 8.1 Term of Agreement shall be expiring on July 31, 2025. Both parties agree to work in good faith to negotiate new terms with an effective date of April 1, 2025.

**All other provisions of the Agreement will remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment will control.**

**Optum Health Networks, Inc. fka Lifeprint Health, Inc.** on behalf of itself, and its other affiliates, as signed by its authorized representative

**UMC**, as signed by its authorized representative

Signature:



Print Name:

John C. Rhodes, MD

Title:

President & CEO

Date:

June 25, 2025

Signature:



Print Name and  
Title:

Mason Van Houweling, CEO

Date:

6/26/25

TIN:

886000436

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 2,154</b>						
<b>Corporate/Business Entity Name:</b>		Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)				
<b>(Include d.b.a., if applicable)</b>		OptumCare				
<b>Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> <a href="http://www.optum.com">www.optum.com</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>POC Name:</b> Simone Cook, VP, Network and Contracting <b>Email:</b> <a href="mailto:simone.cook1@optum.com">simone.cook1@optum.com</a>		
<b>Telephone No:</b>		(702) 242-7713		<b>Fax No:</b> (855)-275-4390		
<b>Nevada Local Street Address: (If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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

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

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

 Signature  President & CEO  Title	John C. Rhodes, MD Print Name  April 23, 2025 Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***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 AUDIT AND FINANCE COMMITTEE AGENDA ITEM

<b>Issue:</b>	<b>Professional Services Agreement (Neurology and Stroke Neurology) with Ammar PLLC d/b/a Stroke and Neurology Specialists</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement for Neurology and Stroke Neurology On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000723000

Funded Pgm/Grant: N/A

Description: Neurology and Stroke Neurology Group Physician On-Call Coverage

Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services

Term: 8/1/2025 to 7/31/2030 with two 1-year renewal options

Amount:

- On-Call Services – \$2,600 per day; NTE \$949,000 annually or a potential aggregate of \$6,643,000 for seven (7) years
- Medical Directorship Services – \$150 per hour for up to 120 hours annually; NTE \$18,000 annually or a potential aggregate of \$126,000 for seven (7) years

Out Clause: 90 days w/o cause

## **BACKGROUND:**

This request is to approve the Professional Services Agreement for Group Physician On-Call Coverage with Ammar PLLC d/b/a Stroke and Neurology Specialists (Provider). Provider will provide 24/7 emergency, on-call and consultative neurology and stroke neurology services for UMC's inpatients and outpatients for the Neurology, Emergency and Trauma Departments in accordance with the call schedule maintained by Medical Staff. The rotation schedule shall be concurrently covered by one (1) Member Physician. In addition, Provider will provide a Medical Director to perform certain administrative services in coordination with UMC's Stroke Certification Program as set forth in the Agreement. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**11**

UMC will compensate Provider \$2,600 per day for On-Call Services and \$150 per hour, up to 120 hours annually, for Medical Directorship Services. The Agreement term is from August 1, 2025 through July 31, 2030, with the option to extend for two, 1-year periods unless terminated with a 90-day written notice.

UMC's Executive Director for Support Services has reviewed and recommends approval of this Agreement, which has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County Limited Vendor Registration.

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

This Agreement, made and entered as of the dates signed by the parties below, 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 (hereinafter referred to as “Hospital”) and **Ammar PLLC, a Nevada professional corporation doing business as Stroke and Neurology Specialists**, with its principal place of business at 2863 St. Rose Parkway, Henderson, NV 89052 (hereinafter referred to as the “Provider”);

**WHEREAS**, Hospital is the operator of a Neurology 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(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a neurologist; and

**WHEREAS**, Provider desires to contract for and provide said Services in the specialty of neurology and stroke neurology, as more specifically described herein; and

**WHEREAS**, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

**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 condition, including but not limited to diagnosis and treatment of neurological disorders, including stroke.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Neurology.

- 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. Tamer Ammar, M.D. is required to provide Services as a Member Physician of Provider.
- 1.6 On-Call Services. Emergency, on-call and consultative services to inpatients and outpatients, 24 hours per day/seven days per week in accordance with the Neurology and Stroke Neurology rotation schedule maintained by the Medical Staff. Provider shall coordinate the schedules and assignments of the Member Physicians assigned to the On-Call Services. At no time will the On-Call Services be without coverage. The Neurology and Stroke Neurology rotation schedule shall be concurrently covered by one (1) Member Physician.
- 1.7 Medical Director. The Medical Director performs certain administrative services in coordination with the Hospital in connection with Hospital's Stroke Certification Program (the "Stroke Certification Program"). The Medical Director shall be responsible for the performance of certain Medical Directorship Services as set forth in this Agreement. Tamer Ammar, M.D. has been designated as the Medical Director of the Stroke Certification Program.

## **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.

### 2.3 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:
  - i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
  - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
  - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
  - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
  - vi. 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 Certified in Neurology by the American Board of Psychiatry and Neurology or applicable equivalent as required by the Hospital medical staff delineation of privileges for Neurology
  - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
  - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
  - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;

- v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
- ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

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

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

2.6 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its 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 Provider Insurance. Hospital is self-insured and does not provide medical director liability insurance to independent contractors. 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 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to Provider upon request.

2.12 Medical Directorship. During the Term, in addition to the Services provided by Provider, the designated Medical Director shall provide the following administrative services in connection with Hospital’s Stroke Certification Program (the “Medical Directorship Services”):

- a. Oversee and supervise the overall operation and accreditation of the Stroke Certification Program and perform all administrative, supervisory and education functions in relation to the operation of the Services, and as reasonably required from time-to-time by the Hospital’s CEO, or his/her designee;
- b. Provide quarterly standardized reports on metrics, reviewed by Hospital administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees;



- c. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;
- d. Promote the growth and development of the Stroke Program in conjunction with Hospital with special emphasis on expanding the Stroke Certification Program;
- e. Inform Hospital administration and the Medical Staff of stroke neurology treatment and applications and recommend innovative changes directed toward improved patient services;
- f. Develop and implement Stroke Certification Program protocols, 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;
- g. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- h. Participate in Quality Assurance and Performance Improvement activities related to Stroke Program services by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;
- i. Assess and recommend to Hospital administration a sufficient number of qualified and competent staff members to provide patient care;
- j. Assess and recommend to Hospital's administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Stroke Certification Program;
- k. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;
- l. Monitor the use of equipment and report any malfunction to Hospital administration;
- m. Assist Hospital in the selection of outside sources for needed medical professional services;
- n. Provide input, if applicable, to Hospital in the appeal of any denial of payment of Hospital charges relating to the Services; and

- o. Perform such other administrative duties as reasonably necessary to the Stroke Program or Department as assigned.
- p. Complete required education for Hospital to maintain certification, which is currently, eight (8) or more hours of education per year on cerebrovascular disease and/or acute stroke care.

Medical Director shall be required to submit monthly time records which details with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.3.

### **III. HOSPITAL'S OBLIGATIONS**

#### **3.1 Space, Equipment and Supplies.**

- a. Hospital shall provide space within Hospital for the Provider to perform the Services and Medical Directorship Services under this Agreement, including a designated Stroke Program office; provided however, such space and any equipment therein excludes any use unrelated to the Services and Medical Directorship Services (i.e., Provider's private office space)). Provider shall not have exclusivity over any space or equipment for any purpose not related to the proper functioning of the Department and the Stroke Program.
- 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 and the Stroke Certification Program which is in furtherance of the Services and Medical Directorship Services; provided however such use of equipment excludes any use unrelated to the Services and Medical Directorship Services (i.e., Provider's use of any Hospital equipment for services unrelated to the needs of the Hospital). Hospital retains the right to review such equipment use and discontinue the provision of equipment if it reasonably believes any improper use has occurred or reasonably may occur.

#### **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 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**

5.1 During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider \$2,600.00 per day for coverage of both On-Call rotation schedules, or for an annual amount not to exceed \$949,000.00. 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 1<sup>st</sup> day of each month. Payment will be made on the third (3<sup>rd</sup>) Friday of each following month, or if the third (3<sup>rd</sup>) 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.

5.2 Compensation for Medical Directorship Services. As compensation for the Medical Directorship Services as described in Section 2.12, the Provider shall be entitled to an hourly compensation of One Hundred Fifty Dollars (\$150.00) per hour for up to one-hundred twenty (120) hours per year, as documented and verified pursuant to accurate and complete time records submitted by the Medical Director. 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 Medical Directorship Services provided hereunder.

5.3 Time Studies/Payment. Medical Director shall record in hourly increments time spent on the various responsibilities for the Medical Directorship Services on a weekly basis via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Medical Director shall submit such time studies to the Hospital's Fiscal Services Department by the 12<sup>th</sup> of each month for the preceding month. Failure to submit the required time study by the 12<sup>th</sup> of each month will delay that month's payment until the time study is received. Medical Director will be paid on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services.

## **VI. TERM/MODIFICATIONS/TERMINATION**

6.1 Term of Agreement. This Agreement shall become effective on August 1, 2025, and subject to paragraph 7.5, shall remain in effect through July 31, 2030 (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:
  - 1. The exclusion of Provider from participation in any federal health care program;
  - 2. 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:
  - 1. 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
  - 2. 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

3. 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
  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 Provider. Such adequacy will be determined by Hospital; 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 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:
1. The exclusion of Hospital from participation in a federal health care program; or
  2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
  3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
  4. Failure of Hospital to compensate Provider 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. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

## **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 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](mailto: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.

To the extent expressly authorized by the Nevada Revised Statutes, Hospital shall indemnify and hold harmless, Provider, its officers and employees (including but not limited to Medical Director), 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 Hospital, its employees, representatives, successors or assigns.

- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement 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: Stroke and Neurology Specialists  
Attn: Tamer Ammar, M.D.  
2863 St. Rose Parkway  
Henderson, NV 89052

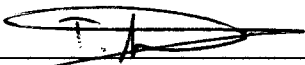
- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 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. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:
- i. n/a

*[Signatures on the following page]*

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

Provider:  
**Stroke and Neurology Specialists**

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

By:   
Name: Tamer Ammar, M.D.  
Title: President

By: \_\_\_\_\_  
Name: Mason VanHouweling  
Chief Executive Officer

**EXHIBIT A**  
**SERVICES/MEMBER PHYSICIAN(S)**

Provider's Services shall include the following:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital 24 hours per day, 7 days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff. Hospital agrees that Provider shall receive 100% of the Neurology and Stroke Neurology call schedule rotation.
- b. The Neurology and Stroke Neurology rotation schedule shall be concurrently covered by one (1) Member Physician.
- c. Response times for On-Call Services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy.

Clinical Services:

- a. Provide daily rounds, on-call and consultative coverage to Hospital's neurology and stroke neurology inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
- b. All neurology and stroke neurology inpatients shall be assessed by the on-call physician within 24 hours of admission.
- c. Provide a one (1) time and appropriate follow-up evaluation for the patient following the Emergency Room visit.

Service Location: On-call and clinical services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd  
Las Vegas, NV 89102

Follow-up visits are to be performed at the following location, or such other mutually agreed upon location:

2863 St. Rose Parkway  
Henderson, NV 89052

Member Physician(s):

- a. Tamer Ammar, M.D.
- b. Keyvan Heshmati, M.D.
- c. Supriya Kairamkonda, M.D.
- d. Mara Costa, APRN

## **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 Hospital's accrediting body, 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: (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 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: 1) 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, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 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, (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 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, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. 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 federally funded healthcare programs.

#### *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 and Medicaid.

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, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, 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 may also be required to 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, Waste, Abuse and False Claims*

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at [Corey.McDaniel@umcsn.com](mailto:Corey.McDaniel@umcsn.com) or (702) 383-6211.

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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 4</b>						
<b>Corporate/Business Entity Name:</b>		AMMAR, PLLC				
<b>(Include d.b.a., if applicable)</b>		DBA Stroke and Neurology Specialists				
<b>Street Address:</b>		2863 S Shore Parkway		<b>Website:</b>		N/A
<b>City, State and Zip Code:</b>		Henderson, NV 89052		<b>POC Name:</b>		TAMER AMMAR
				<b>Email:</b>		TAM.AIR@GMAIL.COM
<b>Telephone No:</b>		702 790 1521		<b>Fax No:</b>		N/A
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

**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).

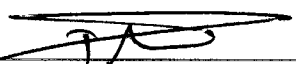
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
TAMER AMMAR	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  Title <u>PRESIDENT</u>	Print Name <u>TAMER AMMAR</u> Date <u>07/15/2025</u>
---	---

## 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)

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**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 AUDIT AND FINANCE COMMITTEE AGENDA ITEM

<b>Issue:</b>	<b>Amendment No. 1 to Equipment Agreement with AtriCure, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board Amendment No. 1 to Equipment Agreement with AtriCure, LLC for equipment and disposables; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund #: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Hybrid AF Therapy Ablation	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: 2 years; August 1, 2023 – July 31, 2025	
Amendment No. 1 – extend for two (2) years from August 1, 2025 – July 31, 2027	
Amount: Estimated \$300,000 per year or \$600,000 for two (2) years	
Amendment No. 1 – additional NTE \$600,000; Aggregate is \$1,800,000	
Out Clause: 30 days w/o cause	

## **BACKGROUND:**

This request is to enter into Amendment No. 1 to Equipment Agreement (“Agreement”) with AtriCure, LLC (“AtriCure”) for Hybrid AF Therapy Ablation. AtriCure will provide UMC with the medical devices/equipment and disposables necessary for the safe and effective use of Hybrid Therapy-Advanced Atrial Fibrillation Ablation Treatment. Amendment No. 1, effective August 1, 2025, extends the Term through July 31, 2027, and increases the funding by \$600,000 for a total not to exceed amount of \$1,800,000. Either party may terminate this Agreement without cause with a 30-day written notice to the other.

This Agreement is being entered into 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 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda  
July 23, 2025

Agenda Item #

**12**



Amendment No. [1] to Equipment Agreement (“**Amendment**”), dated August 1, 2025 (“**Effective Date**”), between ATRICURE, LLC, a Delaware limited liability company located at 7555 Innovation Way, Mason, OH 45040 (“**AtriCure**”), and University Medical Center of Southern Nevada a public owned and operated hospital created by virtue of chapter 450 of the Nevada Revised Statutes with offices at 1800 W. Charleston Blvd., Las Vegas, NV. 89102 (“**Customer**”, and together with AtriCure, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Parties have entered into that certain Equipment Agreement, dated July 27, 2023 (as amended, restated, supplemented or otherwise modified, the “**Existing Agreement**”); and

WHEREAS, the Parties hereto desire to amend the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** Capitalized terms used and not defined in this Amendment No. [1] have the respective meanings assigned to them in the Existing Agreement.
2. **EXTENSION OF TERM:** The Existing Agreement shall remain in effect until July 31, 2027.
3. **MISCELLANEOUS:**
  - (a) This Amendment No. [1] will be deemed effective as of the Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement remain in full force and effect and are hereby ratified and confirmed by the Parties.
  - (b) This Amendment No. [1] shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.
  - (c) This Amendment No. [1] constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
  - (d) This Amendment No. [1] may be executed in one or more counterparts (including by means of the exchange of PDF signature pages).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Amendment No. [1] as of the date first written above.

**ATRICURE**

AtriCure, LLC  
7555 Innovation Way  
Mason, OH 45040  
Approved By: \_\_\_\_\_  
Printed Name: Rob Robinson  
Title: Senior Director, National Accounts  
Date: \_\_\_\_\_

**CUSTOMER**

Site Name: University Medical Center of  
Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102  
Approved By: \_\_\_\_\_  
Printed Name: Mason Van Houweling  
Title: CEO  
Date: \_\_\_\_\_



July 24th, 2023

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

Re: Request for competitive bidding information regarding Cardiac Ablation.

Dear Mr. Price:

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

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

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

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





The above-described process was followed with respect to the Cardiac Ablation categories. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Atricure and Medtronic in April of 2018. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: Zero</b>						
<b>Corporate/Business Entity Name:</b>		AtriCure, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		7555 Innovation Way		<b>Website:</b> www.atricure.com		
<b>City, State and Zip Code:</b>		Mason, OH 45040		<b>POC Name: Rob Robinson</b> <b>Email: rrobinson@atricure.com</b>		
<b>Telephone No:</b>		513-644-1926		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		Not Applicable		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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)
Zero		AtriCure is a publicly traded company (stock symbol ATRC)

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>Rob Robinson</u> Signature	<u>Rob Robinson</u> Print Name
<u>Director, National Accounts</u> Title	<u>6/27/2025</u> 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)

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***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 AUDIT AND FINANCE COMMITTEE AGENDA ITEM

<b>Issue:</b>	<b>Equipment Purchase Agreement with ZOLL Medical Corporation</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Equipment Purchase Agreement with ZOLL Medical Corporation; and take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Equipment – Modified Accrual for ALS Defibrillator Replacements	
Bid/RFP/CBE: NRS 450.525 and NRS 450.530	
Term: One-time purchase with a 5-year hospital and 4-year factory warranty	
Amount: \$827,438.08	

## **BACKGROUND:**

This request is to approve the Equipment Purchase Agreement (“Agreement”) with ZOLL Medical Corporation (“ZOLL”) to replace ALS Defibrillators. ZOLL will replace all old, outdated and past useful life expectancy for the ZOLL ALS Defibrillators. ZOLL will provide R Series ALS Defibrillators with Expansion Packs and X Series Monitor/Defibrillators with Expansion Packs, both with a 5-year hospital warranty. Moreover, ZOLL will offer an additional 4-year factory warranty coverage. ZOLL also offers UMC a trade-in allowance for both the R and X series, if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. UMC will compensate ZOLL a one-time amount of \$827,438.08.

This Agreement is being entered into 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 450.525 and NRS 450.530. Attached is the Sourcing Letter verifying that the pricing was obtained through a competitive bid process.

UMC’s Executive Director for Support Services has reviewed and recommended approval of this Agreement, which has also been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**13**

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Quote No: Q-101414 Version: 1

University Medical Center (UMC) of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, NV 89102

ZOLL Customer No: 917

Austin Graham

Quote No: Q-101414  
Version: 1

Issued Date: January 31, 2025  
Expiration Date: March 31, 2025

Terms: 2%10, NET 60

FOB: Shipping Point  
Freight: Free Freight

Prepared by: Nate Laird  
Hospital Territory Manager  
nlaird@zoll.com  
+1 3852303550

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1364471	30720005231310012	<b>R Series ALS Defibrillator with Expansion Pack - SpO2 (RD), OneStep Pacing, EtCO2 (mainstream), NIBP</b>  Includes: Guidelines 2020 compatible, Code Readiness testing system, High current Rectilinear Biphasic Waveform, OneStep 3 lead ECG cable, Advisory Defibrillation, Built-in test port, AC Power Cord, Operators manual, and 5-year hospital warranty.  Parameter Details: Real CPR Help ® - Numeric display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering, Defib Mentor • OneStep Pacing with OneStep Pacing Cable (also supports CPR) • NIBP with 23-33cm reusable cuff & 3 meter air hose • Masimo RD SET Pulse Oximetry, with RD Signal Extraction Technology (SET), Reusable adult sensor & reusable 12 ft ext. cable • EtCO2 CAPNOSTAT ® 5 Mainstream CO2 Cable and sensor. For use with adult, pediatric, and neonatal patients. Airway adapter sold separately •	38	\$29,937.00	\$19,186.56	\$729,089.28

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University Medical Center (UMC) of Southern Nevada

Quote No: Q-101414 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	1364471	603-0221511-01	<b>X Series Monitor/Defibrillator with Expansion Pack - SpO2, Pacing, NIBP, IBP/Temp, EtCO2</b>  Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in( 16.5cm) diagonal screen. Accessories Included: Six (6) foot 3- Lead ECG cable, OneStep Patient Cable, AC Power Cord, one (1) roll printer paper, 6.6 Ah Li-ion battery, Operator Manual, Quick Reference Guide, and Five (5)-year Hospital warranty.  Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo Pulse Oximetry with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Invasive pressure waveform capability with display and digital monitoring. Invasive pressure cable/ transducer sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	5	\$42,473.00	\$27,221.76	\$136,108.80
3	1364471	8300-0787-01	<b>Transducer interface cable with right angle connector - Edwards</b>	5	\$253.00	\$162.00	\$810.00
4		8778-0048	<b>4 Year Factory Warranty</b>  Included with the Device Part number above to provide a total 5-Year Factory Warranty.	5	\$0.00	\$0.00	\$0.00
5		8000-000393-01	<b>X Series Carry Case, Premium</b>	5	\$886.00	\$886.00	\$4,430.00
6		3001-9901-61	<b>ZOLL R Series Trade-In Allowance</b>  See Trade Unit Considerations.	38		(\$1,000.00)	(\$38,000.00)
7		6008-9902-61	<b>ZOLL X Series Trade In Allowance (Hospital Group)</b>  See Trade Unit Considerations.	5		(\$1,000.00)	(\$5,000.00)

Subtotal: \$827,438.08

**Total: \$827,438.08**



## ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

University Medical Center (UMC) of Southern Nevada  
Quote No: Q-101414 Version: 1

Contract Reference	Description
1364471	Reflects HPG Defib 2018 - Contract No. HPG-32101 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in HealthTrust Purchasing Group, L.P (HPG) Contract No. HPG-32101 shall apply to the customer's purchase of the products set forth on this quote.

### Trade Unit Considerations

Trade-In values valid through March 31, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.





**ZOLL Medical Corporation**

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Federal ID# 04-2711626

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Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

University Medical Center (UMC) of Southern Nevada  
Quote No: Q-101414 Version: 1

**Order Information (to be completed by the customer)**

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes      PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**University Medical Center (UMC) of Southern Nevada**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**American Heart Association (AHA):** The AHA provides detailed guidelines on the selection, use, and maintenance of emergency equipment, including defibrillators, in their 2020 guidelines for cardiopulmonary resuscitation (CPR) and emergency cardiovascular care (ECC). The guidelines recommend that defibrillators be replaced every 5-7 years, depending on the type of device and frequency of use. The guidelines also recommend that defibrillators be checked regularly to ensure they are functioning properly. You can find the AHA guidelines on their website: <https://www.heart.org/en/cpr>.

**The Joint Commission:** The Joint Commission provides guidance on the selection, use, and maintenance of emergency equipment, including defibrillators, in their Standards and Elements of Performance for Emergency Management. The standards recommend that defibrillators be replaced every 5 years, or sooner if there is evidence of wear and tear or if the device fails to operate properly during testing. The standards also recommend regular testing and maintenance of defibrillators. You can find the Joint Commission standards on their website: <https://www.jointcommission.org/standards/standard-fags/emergency-management/>.

**The National Institute for Occupational Safety and Health (NIOSH):** NIOSH provides guidance on the selection and use of emergency equipment, including defibrillators, in their document "NIOSH Interim Guidance on the Use of Chemical, Biological, Radiological, and Nuclear (CBRN) Full Facepiece, Air-Purifying Respirators/Gas Masks Certified Under 42 CFR Part 84." The guidance recommends that defibrillators be replaced every 5 years, or sooner if there is evidence of wear and tear or if the device fails to operate properly during testing. The guidance also recommends regular testing and maintenance of defibrillators. You can find the NIOSH guidance on their website: <https://www.cdc.gov/niosh/docs/2018-176/default.html>.

**American College of Cardiology (ACC):** The ACC provides guidance on the selection and use of defibrillators in their 2017 Appropriate Use Criteria for Implantable Cardioverter-Defibrillators and Cardiac Resynchronization Therapy. While this guidance is focused on implanted defibrillators rather than external defibrillators used in a crash cart, it does provide some information on the useful service life of defibrillators in general. The guidance suggests that implanted defibrillators may need to be replaced every 5-7 years due to device battery depletion and other factors. However, the guidance notes that external defibrillators used in emergency situations may have different replacement needs. You can find the ACC guidance on their website: <https://www.acc.org/quality-programs/clinical-quality-standards/appropriate-use-criteria-app>.

**National Association of EMS Physicians (NAEMSP):** The NAEMSP provides guidance on the selection and use of emergency medical equipment, including defibrillators, in their position statement on equipment selection for ground ambulance operations. The statement recommends that defibrillators be replaced every 4-5 years, or sooner if there is evidence of wear and tear or if the device fails to operate properly during testing. The statement also recommends regular maintenance and testing of defibrillators. You can find the NAEMSP position statement on their website: <https://www.naemsp.org/position-statements#EquipmentSelection>.



July 18th, 2025  
Vrinda Gandhi Broughton  
Contract Counsel  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Defibrillators.

Dear Vrinda:

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

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

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

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



The above-described process was followed with respect to the Defibrillators category. HealthTrust issued RFPs and received proposals from identified suppliers in the Defibrillators category. A contract was executed with Zoll and Stryker in June of 2023. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b> ZOLL Medical Corporation						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		269 Mill Road		<b>Website:</b> www.zoll.com		
<b>City, State and Zip Code:</b>		Chelmsford, MA 01824		<b>POC Name:</b> Customer Service		
				<b>Email:</b> esales@zoll.com		
<b>Telephone No:</b>		978-421-9655		<b>Fax No:</b> 978-421-0025		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Asahi Kasei US Holdings, Inc.		100%

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

1.

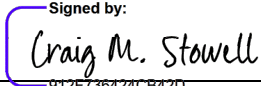
Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2.

Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/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.

<b>Signed by:</b>	
	Craig M. Stowell
Signature	Print Name
CFO	Jul 12, 2025
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name  
Authorized Department Representative

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

<b>Issue:</b> Award RFP No. 2025-01, Construction Manager at Risk (“CMAR”) for UMC 7 Story Tower Patient Room Remodel (PWP-CL-2025-419), to Core West, Inc., d/b/a CORE Construction.	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the RFP No. 2025-01 for CMAR for UMC 7 Story Tower Patient Room Remodel to Core West, Inc., d/b/a CORE Construction; authorize the Chief Executive Officer to sign the Contract for CMAR Preconstruction Services, and execute any extension documents and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>	

## FISCAL IMPACT:

Fund Number: 5420.000  
 Fund Center: 3000999901  
 Description: UMC 7 Story Tower Patient Room Remodel  
 Bid/RFP/CBE: RFP 2025-01  
 Term: 120 days, plus extensions if applicable  
 Amount: \$15,000  
 Out Clause: Termination with 30 days’ notice.

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

## BACKGROUND:

On April 28, 2025, a request for proposals (RFP), RFP CMAR 2025-01 for UMC 7 Story Tower Patient Room Remodel (PWP-CL-2025-419) (the “Project”), was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting proposals from the public for preconstruction services, including, but not limited to, cost estimating, constructability, value engineering, and preliminary scheduling as the CMAR for the Project. On or before the initial proposal deadline on May 21, 2025, proposals were received from the following entities:

Builders United  
 Core West, Inc., d/b/a CORE Construction (“CORE Construction”)  
 Martin Harris Construction LLC  
 Sletten Construction of Nevada, Inc.  
 The Korte Company  
 The Whiting-Turner Contracting Company

Cleared for Agenda  
 July 23, 2025

Agenda Item #

**14**



An ad hoc committee comprised of UMC Plant Operations team members, including, but not limited to, the Director of Facilities Maintenance and the Assistant Director of Facilities Maintenance, and the UMC Clinical Director of Medical Services, reviewed the proposals independently and anonymously. Further, pursuant to NRS, four respondents were invited for oral presentations on June 30, 2025, and each invited respondent presented and submitted a proposal for compensation for preconstruction services and CMAR percentage fee for construction services.

As a result of a thorough evaluation and scoring of the totality of submittals and presentations, it was determined that CORE Construction is the selection of the committee for CMAR contract approval, to provide the aforementioned preconstruction services with regard to the Project and to establish a guaranteed maximum price (“GMP”) for construction services. The CMAR process enables UMC to minimize overall Project risk, improve the Project delivery schedule, and apply potential innovation to meet the Project goals.

Pursuant to NRS 338.169, a public body may construct a public work by:

- (a) Selecting a construction manager at risk pursuant to the provisions of NRS 338.1691 to 338.1696, inclusive; and
- (b) Entering into separate contracts with a construction manager at risk:
  - (1) For preconstruction services, including, without limitation:
    - (I) Assisting the public body in determining whether scheduling or constructability problems exist that would delay the construction of the public work;
    - (II) Estimating the cost of the labor and material for the public work; and
    - (III) Assisting the public body in determining whether the public work can be constructed within the public body’s budget; and
  - (2) To construct the public work.

The Project involves renovating patient rooms within the 7 Story Tower, providing for a necessary infrastructure refresh or total replacement of lighting, HVAC, drain, waste, and vent systems serving each floor from the sixth floor level down to just above the finish floor at ground level. This work will also allow for the complete refresh of flooring, wall coverings, and ceiling finishes, bringing Floors 3, 4, and 5 up-to-date with the current UMC Campus color palette. This Project includes all patient rooms, hallways, nurse stations, clean and dirty rooms, and nutrition/break rooms as the main priority.

UMC staff requests authorization for the Chief Executive Officer to (1) execute the Contract for Construction Manager at Risk (CMAR) Preconstruction Services (the “Agreement”) with CORE Construction; (2) execute any documents necessary to extend the term of the Agreement; and (3) enter into negotiations with CORE Construction for the construction services phase. The Term of the Agreement for preconstruction services is 120 days, plus any agreed to extensions, from the date of award at a total NTE cost of \$15,000. Upon completion of this work, UMC staff intend to return to the Board for permission to award a contract for construction services.

UMC’s Director and Assistant Director of Facilities Maintenance have reviewed and recommend award of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

CORE Construction currently holds a Clark County Business License.

## **CONTRACT FOR CONSTRUCTION MANAGER AT RISK (CMAR) PRECONSTRUCTION SERVICES**

This Contract for Construction Manager at Risk (“CMAR”) Preconstruction Services (hereafter, “Contract”) is made effective as of the date last signed below (the “Effective Date”) by any authorized signatory 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, (“Owner”) and CORE WEST, INC. D/B/A CORE CONSTRUCTION (“Construction Manager”), and is based on the following:

### **RECITALS**

On April 28, 2025, Owner issued its Request for Proposal, RFP No. 2025-01 CMAR for UMC 7 Story Tower Patient Room Remodel (PWP-CL-2025-419), (the “RFP”) seeking proposals from qualified Contractors to provide CMAR services in connection with the UMC 7 Story Tower Patient Room Remodel (The “Project”).

On May 21, 2025, Construction Manager submitted a proposal (“Proposal”) in response to the RFP.

On June 30, 2025, Construction Manager submitted a fee proposal (“Fee Proposal”) in response to the RFP.

On July 3, 2025, Owner selected Construction Manager to proceed with CMAR Preconstruction Services (defined below) for the Project pursuant to the criteria set forth in the RFP.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

### **AGREEMENT**

#### **ARTICLE I DEFINITIONS AND TERM**

##### **A. DEFINITIONS**

1. **“Apprentice”** means a person enrolled in a Program.

**“Apprenticeship Utilization Act”** means the Apprenticeship Utilization Act which was passed by Senate Bill 82 (2023 Nev. State., ch 462) and codified at Nev. Rev. Stat. §338.01165.

2. **“Apprentice Waiver”** means a waiver from the Labor Commissioner of an obligation under the Apprenticeship Utilization Act.
3. **“Calendar Day”** means any day of the year including weekends and holidays.
4. **“Contract Amount”** shall have the meaning set forth in Article III.
5. **“Contract Documents”** shall mean this Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms)
6. **“Good cause”** means: (1) There are no Apprentices available from a Program within the jurisdiction where the Project is to be completed; (2) Construction Manager or one of its subConstruction Managers is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or (3) Construction Manager or one of its subConstruction Managers has requested Apprentices from a Program and the request has been denied or the request has not been approved within 5 business days. The term does not include the refusal of Construction Manager or one of its subConstruction Managers to enter into an apprenticeship agreement.
7. **“Program”** means an apprenticeship program recognized by the State Apprenticeship Council (as defined in Nev. Rev. Stat. §610.30) for the particular craft or type of work.
8. **“Project”** means the Project identified on Page 1 as briefly summarized with any special requirements noted on Exhibit A.

#### **A. INITIAL TERM**

**The Contract shall commence as of the Effective Date and shall remain in force and effect for 120 calendar days from notice to proceed** and may be extended until the Project is completed (Exhibit B, Preconstruction Services Performance Schedule) unless terminated earlier pursuant to this Contract (“Initial Term” or “Term”). Such termination shall not release either party from any of its continuing obligations under this Agreement.

#### **B. CONTRACT EXTENSION**

Without renewing the Term of this Contract, Owner shall have the right to extend this Contract for up to 90 calendar days from its expiration date of the then-applicable Term for any reason. Should Owner exercise its right to extend this Contract for 90 days beyond the expiration of this Contract, Construction Manager shall be entitled to receive consideration as provided for in this Contract, prorated for the period for which Owner requests additional services.

### **ARTICLE II SCOPE OF CONTRACT**

Construction Manager shall provide the preconstruction services as further described below, in Exhibit A and in the RFP, along with those set forth in the Construction Manager’s Proposal to the extent not rejected by Owner, (the “Services” or “Preconstruction Services”), which shall include any applicable Deliverable(s) and all materials, labor, equipment, tools and services to complete the scope of work contemplated herein, including preparation of the proposed Guaranteed Maximum Price (“GMP”). Preconstruction Services shall be completed on or before

90 days following issuance of the Purchase Order and Notice to Proceed. CMAR agrees to provide the submittals set forth in Exhibit F (Required Submittals) attached hereto.

In the event completion of the Preconstruction Services is not achieved by the date specified above, except as a result of delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay, Construction Manager agrees that Owner shall have the right to deduct from any sums due to Construction Manager hereunder the sum of \$500 for each day that completion of the Preconstruction Services is delayed, provided, however that (i) Owner may commence to make such deductions prior to the scheduled date of completion of the Preconstruction Services in the event Owner reasonably projects that the Project will not be completed on the scheduled date of completion of the Preconstruction Services and (ii) Construction Manager shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due hereunder is less than the amounts Owner has the right to deduct. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages for the failure of completion of the Preconstruction Services would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of such late achievement of completion of the Preconstruction Services and is not intended as a penalty.

"Unavoidable Delay" means delays due to any of the following, and only the following, (provided that such delay is beyond Construction Manager's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure of utilities, or a court order which means a delay (unless resulting from a wrongful act Construction Manager.) In no event shall the application to Construction Manager of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Construction Manager shall use reasonable good faith efforts to notify Owner not less than five days after Construction Manager knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement to the cause of the Unavoidable Delay.

This Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms), constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) the Proposal (including all modifications, but not including any legal terms and conditions. Construction Manager agrees to be bound by any warranties and representations made by Construction Manager in the Proposal and shall notify Owner immediately if there are any material changes to the warranties and representations set forth by Construction Manager in its Proposal, as applicable. This Contract incorporates the following documents by reference: the RFP, the proposal, and the Fee Proposal.

The Construction Manager assumes overall responsibility for ensuring that the Preconstruction Services are completed in a satisfactory manner.

Construction Manager's Preconstruction Services include, but are not limited to, the following:

### **General Obligations**

Construction Manager shall comply with the duties and powers of CMAR in accordance with Nevada Revised Statutes ("NRS"), including, but not limited to, Chapter 338 and Nevada Administrative Code ("NAC") Chapter 338, including NRS §338.16985.

Construction Manager shall make all submissions required by NRS Chapter 338 and NAC Chapter 338.

Construction Manager shall organize and manage regularly scheduled meetings to apprise Owner and its architect, if any, of the progress of the Project and to discuss any issues with constructability, construction cost, scheduling or any other related matter.

Construction Manager shall provide Owner with Construction Manager's proposed site use, including construction staging, operations and parking that affects the site/adjacent sites or Owner's use of the site/adjacent site in any way.

Construction Manager shall develop proposed schedules and prepare construction cost models/estimates. Schedules and cost estimates shall be updated as the Project design is further developed (at a minimum upon completion of the schematic design, design development and 50% of the construction documents). All preliminary cost estimates shall reflect local market and relevant cost data and projections for all Project elements and cost backup for major Project and systems elements. The cost estimate shall have a direct link to, and basis in, local market costs and local market expertise, and shall provision for labor, materials and other construction elements. Based on the Project scope intent, all preliminary cost estimates shall include an allowance for all items to deliver the Project scope intent, including a cost estimate to deliver a fully functional, constructible and code compliant facility. All cost estimates shall include amounts required to comply with the prevailing wage requirements. Cost estimates shall be in the Construction Specifications Institute (CSI) 16 Division format, with sufficient backup detail.

Construction Manager shall make recommendations with respect to constructability and value engineering at each phase of the design including upon completion of 100% of the construction documents.

Construction Manager shall cooperate with Owner in providing the Services and will be available to Owner for consultation.

### **Key Personnel**

The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during all performance of the work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be binding as if given to the Construction Manager. The Construction Manager shall also employ a Project manager who represents the Construction Manager in the overall planning, execution and closing of the Project, including but not limited to observing all constraints related to the cost, timing and scope of the Project. The Construction Manager shall

also designate a Project executive who will serve as an Executive Construction Manager representative for the Project and a safety director who will be a primary contact for the Owner regarding Project safety.

The Construction Manager, as soon as practicable, shall furnish in writing to Owner the names and qualifications of the proposed Project executive, safety director, superintendent, Project manager, and such other key personnel as reflected in Exhibit E. Within fourteen (14) days of receipt of Construction Manager's notice, either (1) Owner or its architect will notify Construction Manager that they have reasonable objections to the proposed superintendent, Project executive, safety director and/or Project manager, or (2) that Owner or its architect require additional time for review of Construction Manager's proposed key personnel. Failure of Owner or its architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection and acceptance of Construction Manager's proposed key personnel.

The Construction Manager shall not employ a Project executive, safety director, superintendent or Project manager to whom Owner or its architect have made reasonable and timely objection. The Construction Manager shall not change the Project executive, safety director, superintendent or Project manager without Owner's consent, which shall not be unreasonably withheld or delayed. The parties recognize that in the event Construction Manager changes the Project executive, safety director, superintendent and/or Project manager without the consent of Owner, Owner may incur additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Construction Manager will pay to Owner as liquidated damages, and not as a penalty, the amounts indicated below. Owner reserves the right to withhold reasonable payment from the Construction Manager where Construction Manager changes the key personnel without Owner's consent. In the event of unforeseen circumstances, such as termination, resignation, death or serious illness which precludes the identified personnel from carrying out his or her duties and that requires a change in such personnel, Construction Manager shall contact Owner immediately to determine the necessary adjustments.

Owner and Construction Manager agree that Construction Manager shall pay, as liquidated damages, the sum of \$500 per day for changes to Construction Manager's key personnel without Owner's approval. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages as a result of Construction Manager's unauthorized changes to Construction Manager's key personnel would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of Construction Manager's unauthorized changes to Construction Manager's key personnel.

For all Preconstruction Services and for all phases of the Project, Construction Manager shall comply with all Owner Project planning, design, sustainability, operations and procedures standards, and will not deviate from such standards unless agreed in writing by the Executive Director of Planning and Construction.

### **Preparation of GMP Proposal**

The Parties acknowledge and agree that in accordance with the NRS a separate contract with a Guaranteed Maximum Price (GMP) will be required for performance of the construction services (the "CMAR Construction Agreement"). Notwithstanding the foregoing, Owner is not obligated to enter into a Construction Agreement with Construction Manager.

Once the design for the Project is sufficiently complete to determine cost, Construction Manager shall prepare and submit a proposed GMP that includes the total cost of work plus the CMAR fee. The proposed GMP shall include all allowable costs required to complete the construction of the project in accordance with the designs and specifications. Construction Manager shall include in the GMP proposal, for Owner's approval, the design completion schedule and construction schedule for the work, including the date for Substantial and Final Completion of the work. The GMP shall include all of the Construction Manager's and all of the subcontractor's costs necessary to accomplish the scope, systems, kinds and quality of materials, finishes, equipment and other items defined in the drawings and specifications, including those that may not be fully and/or technically represented in the final drawings and specifications, to deliver a fully functional, constructible and code compliant facility. The GMP shall include a statement of the estimated costs that is organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP, in a 16 Division Construction Specifications Institute (CSI) format. Attached to this statement must be a proposed Schedule of Values.

Prior to execution of the Construction Contract, Construction Manager shall submit a list (substantially in the form of Exhibit G) of all first tier subcontractors who will provide labor or a portion of the work to the Construction Manager for which such subcontractors will be paid an amount equal to 1% or more of the GMP or \$50,000.00, whichever is greater. Such list shall set forth the name of the subcontractors, a description of the portion of work to be performed, and the subcontractor's Nevada State Construction Manager's Board license number. The Construction Manager shall also list any portion of the work which is 1% or more of the GMP or \$50,000.00, whichever is greater, that the Construction Manager intends to self-perform.

Concurrent with the Proposed GMP submittal, the Construction Manager shall submit a list (substantially in the form of Exhibit D) of all classes of mechanics and workers necessary to complete the work and shall set forth the hourly and daily wage rates of each class. The rate for each class shall not be less than the prevailing wage rate for such class. Such list shall be incorporated into any final negotiated Construction Contract in accordance with the requirements of NRS §338.020.

### **Subcontracts**

Construction Manager may enter into a contract with a subcontractor to perform Preconstruction Services permitted by NRS §338.16935 in accordance with the requirements thereof.

As part of the Preconstruction Services, Construction Manager shall advertise for and select, in accordance with the applicable provisions of NRS Chapter 338 and NAC Chapter 338, the subcontractors required to complete the construction of the Project. Construction Manager acknowledges that it must comply with all of the requirements of NRS §338.16991 and NRS §338.16995, as well as the requirements of the NAC.

Construction Manager shall advise Owner of all planned pre-bid, bid and solicitations,

including terms, conditions, contract forms, schedules and other items for Owner's review and comment. Owner will ensure (1) determination of qualifications is made subject to the provisions of NRS §338.16991 and (2) evaluation of proposals and selection of subcontractors are done pursuant to the provisions of NRS §338.16995 and the regulations adopted by the State Public Works Board. Construction Manager shall confer with Owner to establish potential bidder lists to be included in the advertised solicitation.

All bids shall be received by the Construction Manager in sealed envelopes and shall be opened privately with the Owner and architect, if applicable, present.

Construction Manager shall ensure that all proposed subcontractors are properly qualified to perform their portion of work.

Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to NRS 338.072.

Construction Manager shall comply with all of the provisions of NRS §§338.020-338.090, inclusive.

Within 10 days of opening the subcontractor proposals, Construction Manager shall provide Owner with a list of the selected subcontractors. Construction Manager shall not substitute any person for itself or a subcontractor who is named on the required list(s) except as provided pursuant to NRS §338.16995.

### **Additional Scope**

Owner may, at its sole option, develop additional job-specific scopes of work ("Scopes of Work" or "SOW"). In the event that Owner elects to request additional services from Construction Manager, additional scope, schedule, and compensation based on the hourly rates set forth in Exhibit D will be negotiated with Construction Manager. Nothing in this Contract shall be construed as guaranteeing Construction Manager that any additional Scopes of work will be actually requested.

## **ARTICLE III CONSIDERATION**

**The amount to be paid to Construction Manager for work performed under this Contract shall not exceed \$15,000.00, inclusive of all prices and expenses.** Attached as Exhibit D is a list of the personnel by class/title who will perform the Services, the anticipated hours of involvement, and the billable hourly rate.

The amounts shown above are fixed and shall not be exceeded unless mutually agreed upon through a change order and revision of the purchase order.

All payments shall be made within 30 days of acceptance of the related invoice and shall be billed in accordance with the schedule in Exhibit C. Under no circumstances shall Construction Manager be due any interest or penalty on any unpaid amounts.



Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$100,000 shall be subject to the provisions of the Prevailing Wage Act, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS. In accordance with NRS, Construction Manager agrees that if the Contract Sum at any time equals or exceeds \$100,000, the Project is subject to the prevailing wage requirements under Nevada Law and the requirements of this Section 3. If one (1) or more Change Order(s) causes the Contract Amount to exceed \$100,000, the Construction Manager and each subcontractor shall be obligated to pay prevailing wages retroactive to the commencement of work on the Project. Construction Manager is solely responsible for any retroactive payments of prevailing wage and shall not pass the cost on to Owner. Construction Manager agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project.

A. **Rates.** Construction Manager shall ensure that all employees on the Project are paid, at minimum, the prevailing wages established by the State Labor Commissioner. Prevailing Wages Rates for Clark County must be used. See Office of the Labor Commissioner Website at [www.laborcommissioner.com](http://www.laborcommissioner.com).

B. **Contractual Provisions.** Construction Manager shall include the substance of the prevailing wages requirement of this Article III as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates.

C. **Records.** Construction Manager shall keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvements. Such records shall be open to inspection and reproduction by the Owner during normal business hours. Construction Manager will send one (1) electronic copy of each wage report to Owner's Project Manager using LCPTracker. Construction Manager shall, and shall ensure that each subConstruction Manager does, timely submit to Owner the electronic reports required under NRS 338.070 using LCPTracker.

D. **SubConstruction Managers.** Construction Manager shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the Project within 10 days after the subcontractor commences work on the Project with the identifying (PWP) number for the public work.

E. **Penalties.** Construction Manager shall monitor and ensure compliance to the payment of prevailing wages and submission of reports. Failure to comply with the requirements shall result in the penalties set forth in NRS and the NAC.

1. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each Calendar Day or portion thereof that each worker employed on the Owner's Project is paid less than the designated rate for any work done under the contract by the Construction Manager or any subcontractor under it.

2. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each calendar day or portion thereof for each worker employed on the Owner's Project for which the Construction Manager or subcontractor willfully included inaccurate or incomplete information

in the monthly record required to be submitted to the public body pursuant NRS 338.060.

3. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner's Project is not reported to the public body awarding the contract by the Construction Manager or any subcontractor engaged on the public work as required pursuant to subsection 6 of NRS 338.060.

4. If a violation of more than one provision of Sections 1, 2 or 3 of this Contract involves the same worker, the Construction Manager shall forfeit the penalty set forth in each Section that was violated.

5. Posting. Pursuant to NRS 338.020(1)(b), Construction Manager shall post the hourly and daily wages in a generally visible place to the workers.

6. Changes in law. This Article III shall be deemed to incorporate any future modifications to the NRS or NAC with respect to prevailing wage requirements that are applicable to the Project.

F. Notwithstanding anything contained to the contrary herein, it is understood that Construction Manager will adhere to all laws and regulations governing a public works project, including, but not limited to, recently approved bills AB 502 and AB 43. In the event that Owner sustains fines due to the failure of Construction Manager, or subcontractors utilized by Construction Manager, to adhere to such laws, then Construction Manager agrees that such fines may be deducted from payments otherwise due to Construction Manager or, alternatively, such fines will become due and owing from Construction Manager to Owner.

## **ARTICLE IV DEFAULT**

### **A. DEFAULT BY CONSTRUCTION MANAGER**

Owner shall provide Construction Manager written notice of any material breach of this Contract. Should Construction Manager fail to cure such material breach within 10 business days following receipt of written notice, Owner shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses, and Construction Manager shall immediately refund Owner a pro-rata amount of any advance or prepaid unearned monies. In case of default by Construction Manager, the Owner reserves the right to hold Construction Manager responsible for any actual or incidental damages.

### **B. DEFAULT BY Owner**

Construction Manager shall provide Owner written notice of any material breach of this Contract. Should Owner fail to cure such material breach within 10 business days following receipt of written notice, Construction Manager shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by Owner, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything

to the contrary herein and regardless of choice of law, Owner hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

## **ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION**

### **A. INSURANCE**

Without limiting any of the other obligations or liabilities of the Construction Manager, the Construction Manager as primary insured shall, at Construction Manager's sole expense procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Owner the required insurance shall be submitted to the Owner and accepted prior to the execution of this Contract or any work being completed by Construction Manager, whichever occurs first. Such insurances must remain in force and effect until the later of: (1) final acceptance by the Owner of the completion of the work in this Contract, or (2) such time as the insurance is no longer required by the Owner under the terms of the Contract.

1. **Commercial General Liability Insurance.** Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent Construction Managers, completed operations, personal injury, products, and liability assumed under contract. Explosion, collapse and underground coverage shall not be excluded.

2. **Umbrella/Excess Liability Insurance.** Coverage shall be in the amounts as follows:

\$5,000,000 each occurrence/aggregate and must be Project specific/dedicated limit for construction contracts between \$1,000,001 and \$5,000,000 or:

\$10,000,000 each occurrence/aggregate and must be Project specific/dedicated limit for construction contracts over \$5,000,000.

May be used to achieve the above minimum liability limits.

Shall be endorsed to state it is as broad as primary policies.

3. **Automobile Liability Insurance.** Coverage in the amount of \$1,000,000 Combined Single Limit per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

4. **Employers Liability.** Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from Owner. Construction Manager providing services shall provide proof of workers' Compensation insurance as required by NRS §616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required.

5. **Pollution Liability.** If applicable, the minimum limit of liability required will be \$5,000,000 per occurrence/aggregate if this coverage is required.

**Builders Risk.** If applicable, the Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in this contract or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, SubConstruction Managers and Sub-subConstruction Managers in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Construction Manager's services and expenses required as a result of such insured loss.

If the property insurance requires deductibles, the Construction Manager shall pay costs not covered because of such deductibles.

This builders risk / property insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

Partial occupancy or use in accordance with this contract shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. Boiler and Machinery Insurance.

6. **Hazards.** The Construction Manager shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

**General Requirements.** Each insurance policy shall conform to the below listed requirements:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
2. Currently rated by A.M. Best as A - IX or better.
3. Be endorsed to provide 10 days' prior notice for non-payment of premium.

**Additional Insured.** University Medical Center of Southern Nevada must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming the Owner as an additional insured.

**Primary Policy.** Parties contracting directly with the Owner must have their policy endorsed to

reflect that their insurance coverage is primary over any other applicable insurance coverage available. Any insurance or self-insurance available to the Owner shall be in excess of and non-contributing with any insurance required.

**Loss Payee:** University Medical Center of Southern Nevada shall be named as loss payee as respects their interest in any property that the Construction Manager has an obligation to insure on behalf of Owner.

**Evidence of Insurance.** Prior to the start of any work, the Construction Manager must provide the below listed documents to Owner:

1. Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to the Owner to show evidence the insurance policies and coverage required of the Construction Manager.
2. Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
3. Endorsement reflecting Construction Manager insurance policies are primary over any other applicable insurance.
4. Loss Payee Endorsement.

**Obligations.** Construction Manager shall do the following:

1. Have each of their insurance policies endorsed to provide 10 days' notice for non-payment of premium;
2. Specify that the policies cannot be cancelled, non-renewed, coverage and/or limits reduced or coverage materially altered that can effect Owner without 60 days' prior written notice to Owner and the notices required by this paragraph shall be sent by certified mail to Owner;
3. Send to the Owner a facsimile copy of the policy cancellation and/or change of policy and conditions notice in this paragraph to the Owner within three business days upon receipt;
4. Provide a copy of each policy and the loss history thereof upon request of Owner.
5. Until such time as the insurance is no longer required by Owner, Construction Manager shall provide Owner with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance;
6. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Construction Manager has knowledge of any such failure, Construction Manager shall immediately notify Owner and replace such insurance or bond with insurance or bond meeting the contract's requirements.

## **B. OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE**

In no event shall any official, officer, employee, or agent of Owner in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

## **C. INDEMNIFICATION; DISPUTE RESOLUTION**

Construction Manager shall indemnify, defend and hold harmless Owner, its officers, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Construction Manager or any of its officers, employees, agents, or subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "Claim(s)"). Owner will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Construction Manager shall not settle any Claim or threat thereof without the prior written approval of Owner, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by Owner or admit or attribute to Owner any fault or misconduct.

In any and all claims against Owner, or any of their agents or employees by any employee of the Construction Manager, any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Construction Manager or any subcontractors under workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

Obligations of the Construction Manager shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Contract or otherwise available to the Construction Manager or subcontractors.

Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within 30 days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this provision, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

### **A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by Owner, this Contract shall terminate, without penalty, upon 30 calendar days' written notice being given by Owner to Construction Manager, and Construction Manager shall immediately refund Owner any pre-paid or advance unearned payments it made to Construction Manager.

### **B. ASSIGNS AND SUCCESSORS**

Construction Manager shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of Owner. Notwithstanding the foregoing, Construction Manager shall be fully responsible to Owner and shall indemnify Owner for any acts or omissions of any subcontractors hired by Construction Manager, regardless of whether Owner consented to the use of any such subcontractors.

### C. LEGAL COMPLIANCE

Construction Manager warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

Each Construction Manager, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work. **Construction Manager agrees to insert this provision in contracts it may have with any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project.**

Construction Manager and each subcontractor must comply with the applicable requirements of NRS Chapter 338 and NAC Chapter 338. To the extent a provision of this Contract is prohibited by NRS Chapter 338 and/or NAC Chapter 338, it is hereby deemed modified to the extent necessary to comply with the provisions of NRS Chapter 338 and/or NAC Chapter 338. To the extent a provision is required to be inserted into this Contract by NRS Chapter 338 and/or NAC Chapter 338, it is deemed inserted.

### D. CONFIDENTIALITY

Construction Manager acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to Owner, whether originals or copies. Construction Manager acknowledges that Owner would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without Owner's prior written approval. Notwithstanding anything contained in this Agreement to the contrary, Construction Manager acknowledges that Owner is a public, county-owned, hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time-to-time, and, as such, its records are public documents available for copying and inspection by the public. If Owner receives a demand for the disclosure of any information related to the Agreement which Construction Manager has claimed to be confidential and proprietary, Owner will immediately notify Construction Manager of such demand and, if applicable, Construction Manager shall immediately notify Owner of its intention to seek injunctive relief in a Nevada court for protective order. Construction Manager shall indemnify, defend and hold harmless Owner from any claims or actions, including all associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Construction Manager's documents in Owner's custody and control.

### E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Construction Manager certifies that it is not suspended, debarred or

ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Construction Manager agrees to provide immediate notice to Owner in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

## **F. EQUAL EMPLOYMENT OPPORTUNITY**

1. Owner is an Equal Opportunity/Affirmative Action employer committed to achieving excellence through diversity. By signing this Contract, Construction Manager certifies that it and its subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Construction Manager or its subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, Owner may declare Construction Manager in breach of this Contract and immediately terminate this Contract, and Construction Manager shall immediately refund Owner any prepaid or advance unearned monies that Owner paid to Construction Manager.

2. In connection with the performance of work under this contract, the Construction Manager agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to 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, without limitation, apprenticeship.

**The Construction Manager further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.**

## **G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Construction Manager expressly consents to the jurisdiction of said court.

Construction Manager and each subcontractor must comply with the applicable requirements of Nevada Revised Statutes ("NRS") and Chapter 338 and Nevada Administrative Code ("NAC") Chapter 338. To the extent a provision of this Contract is prohibited by NRS or NAC Chapter 338, it is hereby deemed modified to the extent necessary to comply with the provisions of NRS or NAC Chapter 338. To the extent a provision is required to be inserted into this Contract by NRS or NAC Chapter 338, it is deemed inserted.

## **H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The



words “hereof,” “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words “including,” “including without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

## **I. INDEPENDENT CONSTRUCTION MANAGER**

The Parties agree that the Construction Manager is an independent Construction Manager and that this Contract is entered into in accordance with NRS §333.700, which statute provides in pertinent part that the Construction Manager is not an employee of Owner and that there shall be no: withholding of income taxes by Owner; industrial insurance coverage provided by Owner; participation in group insurance plans which may be available to employees of Owner; participation or contribution by either the independent Construction Manager or Owner to the Public Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by Owner if the requirements of NRS §612.085 for independent Construction Managers are met. It is further agreed that Construction Manager is not an employee of Owner and is not entitled to any of the compensation, benefits, rights, or privileges of employees of Owner.

Construction Manager covenants and agrees to save and hold harmless Owner from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

## **J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

## **K. NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Owner as follows:	University Medical Center of Southern Nevada ATTN: Legal Department 1800 W. Charleston Blvd. Las Vegas NV 89102
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Construction Manager as follows:	Core West, Inc. d/b/a Core Construction 7150 Cascade Valley Ct. Las Vegas, NV 89128
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## **L. OWNERSHIP OF MATERIALS**

By signing this Contract, Construction Manager acknowledges that any materials and/or Owner customer/user data that may result from its efforts, as related to this Contract, are the property

of Owner and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of Owner. As applicable, Construction Manager shall provide good title to any applicable Deliverable(s), and Construction Manager shall execute any additional documents

necessary to secure or renew Owner's rights in and to any applicable Deliverable(s). Construction Manager warrants that it is either the Owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Construction Manager acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Construction Manager and Owner, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of Owner free from any claims by Construction Manager or anyone deriving rights through them. Construction Manager hereby grants, sells, assigns, and transfers unto Owner, its successors, and assigns all and any of Construction Manager's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of Owner. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to Owner, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Construction Manager grants to Owner, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

## **M. TAXES, LICENSES AND PERMITS**

It is the Construction Manager's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Construction Manager warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services.

Construction Manager shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Construction Manager certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to Owner in the event the license is no longer valid.

**N. PATENTS AND ROYALTIES**

The Construction Manager shall hold and save Owner and his officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by Owner, unless otherwise specifically stipulated in the Contract Documents. If the Construction Manager uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Amount shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the work.

**O. PUBLIC RECORDS**

This Contract is a public record and is subject to disclosure without notification pursuant to a valid Nevada Public Records request pursuant to NRS 239.

**P. TERMINATION FOR CONVENIENCE**

Owner shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Construction Manager with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from Owner to Construction Manager, specifying the extent and effective date of the termination. On the effective date of the termination, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses. Construction Manager shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by Owner. In the event of such termination, Owner agrees to pay Construction Manager within thirty (30) calendar days after acceptance of invoice.

**Q. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**R. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING**

Construction Manager acknowledges and agrees that it shall not use the name of Owner; or any other Owner logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of Ownership of the foregoing (collectively, "Marks"). Construction Manager further acknowledges and agrees that the Marks are the sole property of Owner and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of Owner.

**S. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall

not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

## **T. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) Owner supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by Owner. Owner also supports efforts to encourage local businesses to compete for Owner contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, Owner supports finding opportunities for such MWDBE and local business concerns to participate as subcontractor or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is anticipated to exceed \$1,000,000 at any time during the life of the Contract, Construction Manager must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the Owner. The report must be available to Owner by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the subcontractors attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

### **3) Definitions:**

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned fifty-one percent (51%) or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is

at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least 51% unconditionally owned by one or more women, or a publicly owned business that has at least 51% of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least fifty-one percent (51%) of the Ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

## **U. JOINDER**

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Construction Manager. Owner is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

## **V. INFORMATION ACCESS AND AUDIT**

The books, records, documents and accounting procedures and practices of the Construction Manager relevant to this Contract shall be subject to inspection, examination and audit by Owner, including legal counsel, during the course of this Project and for three (3) years after its completion.

Furthermore, Construction Manager agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon Owner's request, during the Term or for a period of two (2) years thereafter, Construction Manager shall in a timely manner, allow Owner, Owner's internal auditor or a third party auditor retained by Owner to audit and analyze Construction Manager's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and

shall allow such other access to Construction Manager's premises and relevant records where required by legal processes or applicable laws or regulations.

## **W. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES**

Construction Manager shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Construction Manager shall ensure that all Construction Manager personnel providing the Services (which shall include Construction Manager principals and subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for Owner or on Owner owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for Owner or on Owner Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by Owner representatives may be made of persons, personal effects, lockers, or other storage areas on Owner Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto Owner Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Construction Manager and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

## **X. SUSTAINABILITY**

a) A key focus of Owner is to minimize the impact the procurement of goods and services has on the local environment. Owner is committed to sustainable economic, social, and environmental practices in all operations involving Owner. It is important that Construction Manager share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.

b) Owner may request Construction Manager to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by Owner.

c) All electronic equipment Owner purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve Owner's energy and financial performance while distinguishing our institution as an environmental leader.

## **Y. PREFERENTIAL EMPLOYMENT**

All Construction Managers shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Construction Manager, this Contract is void,

and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

## **Z. NEVADA PREFERENCE**

If applicable, the provisions of the Affidavit Pertaining to Preference Eligibility executed by Construction Manager (the "Affidavit") are deemed incorporated into the Contract and any failure to comply with the provisions of the Affidavit entitles Owner to a penalty in accordance with NRS 338.0117. The following provisions apply if Construction Manager received a preference:

1. If a party to the contract causes the Construction Manager, applicant or design build team to fail to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117, the party is liable to the Owner for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;
2. The right to recover the amount determined pursuant to §2.1.9.4.1 by Owner pursuant to subsection 5 of NRS 338.0117 may be enforced by Owner directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117; and
3. No other party to the contract is liable to Owner for a penalty; and
4. Construction Manager shall include this provision in all subcontracts and require it to be included in all lower tier subcontracts.

## **AA. APPRENTICESHIP UTILIZATION ACT**

Construction Manager shall, and shall ensure each subcontractor shall, comply with the apprentice employment requirements contained in the Apprenticeship Utilization Act. If at any time during the Project, Construction Manager requires an Apprentice Waiver, Construction Manager shall submit a request for waiver to Owner. If Construction Manager has demonstrated Good Cause, Owner will submit the request to the Labor Commissioner for approval. If a request for an Apprentice Waiver is denied, Construction Manager must comply with the requirements of the Apprenticeship Utilization Act. Construction Manager's failure to comply with the Apprenticeship Utilization Act shall constitute a material breach of this Contract.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

Owner:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING      DATE  
Chief Executive Officer

CONSTRUCTION MANAGER:

**CORE WEST, INC. D/B/A CORE CONSTRUCTION**

DocuSigned by:  
By: Mark Hobai      7/15/2025 | 6:20 PM PDT  
MARK HOBICA      DATE  
EXECUTIVE VICE PRESIDENT



**EXHIBITS**

The following exhibits will be incorporated into the Agreement for preconstruction services as noted below:

Exhibit A	Scope of Services
Exhibit B	Preconstruction Services Performance Schedule
Exhibit C	Preconstruction Services Payment Schedule
Exhibit D	Hourly Fee Schedule for Additional Preconstruction Services
Exhibit E	Key Personnel List for Preconstruction Services
Exhibit F	Required Submittals
Exhibit G	Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work

## **Exhibit A**

### **Scope of Services**

Construction Manager shall be responsible for all preconstruction services reasonably expected on a project similar in nature to that defined in the Agreement, the requirements listed in the Agreement, submittals as specified on Exhibit F, and the following:

- Cost estimating; Determination of a guaranteed maximum price ("GMP") for the Project
- Determination of constructability and the issuance of guidance as to constructability to Owner
- Value engineering services
- Preliminary scheduling of the Project in coordination with Owner
  - Modification of scheduling as directed by Owner
  - Issuance of scheduling documentation to Owner
- If applicable, Construction Manager shall be provided copies of any modification to, or creation of, architectural plans or drawings
- Owner shall be provided with copies of subcontractor proposals, regardless of whether the subcontractors are chosen for the Project

**Exhibit B**  
**Preconstruction Services Performance Schedule**

*The estimated time allowed to complete each phase of the work is shown in the following table.*

The CMAR shall complete his required work for each phase as soon as practical after the completion of each event, task, phase, and service and within the following estimated phase times excepting the reports, estimates, and schedules required to be conducted upon the conclusion of each design phase shall be submitted to Owner as indicated below after completion of each phase.

Completion and Owner acceptance of all submittals are prerequisites to payment for each phase of service. The compensation for the 100% Construction Documents Phase may be paid prior to the CMAR's Constructability Report backcheck services if \$5,000 is withheld for such services until complete. Constructability backcheck services shall be completed and the reports delivered to Owner within five working days of delivery of the revised documents to the CMAR.

The CMAR shall not be eligible for additional compensation based on the Project phases exceeding these estimated times.

PHASE	CALENDAR DAYS TO COMPLETE	TIME FOR CMAR TO COMPLETE SUBMITTALS AFTER PHASE IS FINISHED
Preliminary, Programming and Conceptual Design	NIC	
30% or Schematic Design	NIC	
Post Award Scope and Budget Alignment	All phases shall be completed by Total Days included below	
70% or Design Development		
90% Construction Documents		
100% Construction Documents		
Subcontractor Bidding		
GMP Preparation		
TOTAL	120 days	

**Exhibit C**  
**Preconstruction Services Payment Schedule**

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
Schematic Design	20% of Total
Design Development Phase	20% of Total
50% Construction Documents	25% of Total
100% Construction Documents	25% of Total
Submittal of GMP Proposal	10% of Total

A. ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.

At Owner’s discretion, Owner may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the CMAR’s hourly rates. As part of this change to an hourly rate, Owner may add, delete, or modify the services to be performed. Owner shall provide written notice to the CMAR prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

B. RETAINAGE.

Retainage will not be withheld from payments for Pre-Construction Services under this Agreement.

**Exhibit D**  
**Hourly Fee Schedule for Additional Preconstruction Services**  
**CMAR HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives, executive assistants, financial accounting personnel, facility-equipment-IT maintenance personnel, taxes, contributions, assessments, sick leave, medical and other benefits, holidays, vacations, bonuses and pensions.

	<u>Standard Rate</u>	<u>Overtime Rate</u>	<u>Unit</u>
<b>Project Principal</b>	250	-	Per Hour
<b>Pre-Construction:</b>			
Director of PreConstruction	160	-	Per Hour
Sr. PreConstruction Manager	125		Per Hour
PreConstruction Manager	105	-	Per Hour
PreConstruction Assistant Manager	90		Per Hour
PreConstruction Coordinator	70	-	Per Hour
<b>Project Management:</b>			
Project Director	160	-	Per Hour
Sr. Project Manager	125	-	Per Hour
Project Manager	105	-	Per Hour
Asst. Project Manager	90	-	Per Hour
Scheduler	90	-	Per Hour
Construction Coordinator	70	-	Per Hour
Project Accountant	70	-	Per Hour
Contracts Administrator	80	-	Per Hour
Contracts Assistant	35	-	Per Hour
Intern	35	52.5	Per Hour
<b>Field Operations:</b>			
Director of Field Operations	160	-	Per Hour
General Superintendent	140		Per Hour
Sr. Superintendent	125	-	Per Hour
Superintendent	110	-	Per Hour
Asst. Superintendent	100	-	Per Hour
Safety Director	90	-	Per Hour
Carpenters	95	142.5	Per Hour
Water Truck Driver	95	142.5	Per Hour
Laborers	65	97.5	Per Hour

**Exhibit E**  
**Key Personnel List**

***The following personnel will be assigned by the CMAR to work on the Project. The same person may be listed for multiple positions on the Project. Any changes or additions require Owner approval.***

- 1) CMAR PRECON REPRESENTATIVE: Chris Laux
- 2) CMAR REPRESENTATIVE'S SUPERVISOR: Mark Hobaica
- 3) SENIOR PROJECT MANAGER: Josh Turley
- 4) SENIOR SUPERINTENDENT: Jim Markichevich
- 5) COST ESTIMATOR: Sylvia Kim
- 6) SCHEDULER: Avery Hacker
- 7) BIDABILITY REVIEWER: Dawn Duranleau
- 8) SAFETY MANAGER: Derek Rosse
- 9) QUALITY MANAGER: Paul Salisbury
- 10) PROJECT FIELD ENGINEER: TBD

**Exhibit F**  
**Required Submittals**

***The following deliverables are required under this contract and must be updated at the end of each phase specified in Exhibit B, as appropriate.***

- 1) Project management issues Overview Report, at the conclusion of the Pre Construction phase.
- 2) Construction Cost Estimate at phases
- 3) Master Schedule
- 4) Subcontracting Plan
- 5) Progress Reports
- 6) Conflicting Conditions Report, if any are discovered.
- 7) Construction Plan
- 8) Construction Packaging Analysis
- 9) Public Outreach Plan (if required)
- 10) Utility Designation Plan and Utility Conflict Schedule (if required)
- 11) Constructability Report and Drawing Set Mark-up, under separate cover
- 12) Guaranteed Maximum Price Proposal with Associated backup documentation for multiple GMP required (3-4).





<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
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AUTHORIZED BY: \_\_\_\_\_

Section 3. 1% Subcontractor List (continued as necessary)

NAME OF SUBCONTRACTOR	LICENSE NUMBER(S) OF SUBCONTRACTOR	DESCRIPTION OF LABOR OR PORTION OF WORK BEING PERFORMED BY SUBCONTRACTOR
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		

**AUTHORIZED BY:** \_\_\_\_\_

\_\_\_\_\_  
Signature

Date

# ATTACHMENT A (Disclosure of Ownership/Principals Form)

## 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

## **ATTACHMENT A** (Disclosure of Ownership/Principals Form)

consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

**ATTACHMENT A** (Disclosure of Ownership/Principals Form)

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 84</b>						
<b>Corporate/Business Entity Name:</b>		<b>CORE WEST, INC. DBA CORE CONSTRUCTION</b>				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		<b>7150 CASCADE VALLEY COURT</b>		<b>Website: WWW.CORECONSTRUCTION.COM</b>		
<b>City, State and Zip Code:</b>		<b>LAS VEGAS, NV 89128</b>		<b>POC Name: MARK HOBAICA, EXECUTIVE VP</b> <b>Email: MARKHOBAICA@CORECONSTRUCTION.COM</b>		
<b>Telephone No:</b>		<b>702-794-0550</b>		<b>Fax No: N/A</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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)
JIM JACOBS	CEO	12%
SETH MAURER	PRESIDENT	6%

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

**MARK HOBAICA**  
Print Name

**EXECUTIVE VICE PRESIDENT**  
Title

**MAY 21, 2025**  
Date

ATTACHMENT A (Disclosure of Ownership/Principals Form)

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>Interlocal Lease Agreement and Operating Agreement with Clark County</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Interlocal Lease Agreement and Operating Agreement with Clark County for the Crisis Stabilization Center, Assessor's Parcel Number 140-21-303-004; authorize the Chief Executive Officer to execute the renewal options; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000748700	Funded Pgm/Grant: N/A
Description: Lease for 5357/5409 E. Lake Mead Blvd.	
Bid/RFP/CBE: N/A	
Term: Five Years with five (5) one (1) year renewal options	
Amount: UMC is responsible for property maintenance, repairs, and all utilities except sewer	
Out Clause: 60 days w/o cause	

## **BACKGROUND:**

This request is to enter into an Interlocal Lease and Operating Agreement ("Agreement") with Clark County for UMC's use of the County's property at 5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (referenced on the Assessor's website as 5357 East Lake Boulevard, under Assessor's Parcel Number 140-21-303-004). UMC currently operates this property as its Crisis Stabilization Center ("CSC"), providing 24/7 behavioral health services designed to de-escalate or stabilize a behavioral crisis experienced by a person with a co-occurring substance use disorder and connect the patient with providers of ongoing care as appropriate.

Clark County agrees to lease the premises and property to UMC without requiring the payment of any rent; however, UMC is responsible for maintenance and repairs, power, water, gas, trash removal, telephone, data, and any other service required for operation of the CSC. The initial term of this Agreement is five (5) years with five (5) one (1) year options to renew, to be exercised by giving at least sixty (60) days' written notice before the end of the term. Either Party may terminate the Agreement upon sixty (60) days' written notice.

UMC's Post-Acute Care Services Executive Director has reviewed and recommended approval of this Agreement, which has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**15**

## **INTERLOCAL LEASE AGREEMENT AND OPERATING AGREEMENT BETWEEN CLARK COUNTY AND UMC**

THIS INTERLOCAL LEASE AND OPERATING AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between CLARK COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as “**LESSOR**” or “**COUNTY**”), and the 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 “**LESSEE**” or “**UMC**”), individually a “Party” and collectively referred to as the “Parties”.

### **RECITALS**

**WHEREAS**, **COUNTY** is the owner of property with a commonly known physical building address of 5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (referenced on the Assessor’s website as 5357 East Lake Boulevard, under Assessor’s Parcel Number 140-21-303-004), known as the Crisis Stabilization Center (hereinafter referred to as “Property”), as depicted in Exhibit “A”.

**WHEREAS**, the **COUNTY** may lease real property to another governmental entity pursuant to the authority of Nevada Revised Statute (“NRS”) 244.281(1)(e)(2) and 277.050 on terms authorized by the Board of County Commissioners (“Board”) without conducting a public auction as otherwise required by NRS 244.283 if the real property is used for a public use and the Board adopts a resolution declaring its intent to lease it, describing the real property to be leased, specifying the lease terms, finding that the lease will be in the best interest of the **COUNTY**, and setting a time for a public hearing at which objections to the Agreement may be made heard (“Resolution”); and

**WHEREAS**, the Resolution adopted by the Board has been published as required by NRS 277.050; and

**WHEREAS**, it is deemed that the lease of real property hereinafter set forth for public benefit dedicated for a Crisis Stabilization Center is in the best interest of the **COUNTY** and its inhabitants; and

**NOW, THEREFORE**, in consideration of the aforesaid promises, the Parties mutually agree as follows:



## **1. DESCRIPTION OF PREMISES.**

**COUNTY** owns the Property which consists of a one (1) story medical office/behavioral health facility comprised of +/-17,182 square feet on +/-1.49 acres of fully developed land which **COUNTY** hereby leases to **LESSEE**, as shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Premises").

## **2. TERM.**

2.1 The initial term of this Agreement shall commence on the Effective Date for a period of five (5) years with five (5) one (1) year options to renew, to be exercised by giving at least a sixty (60) day written notice to the **COUNTY** before the end of such term or option.

2.2 In the event **COUNTY**'s future development of the Premises and Property affects **LESSEE**'s use described herein as determined solely by **COUNTY**, **LESSEE** will relocate at its own expense, but not earlier than after the notice period specified below in Section 10 unless mutually agreed upon otherwise by the Parties in writing.

## **3. RENT.**

3.1 **COUNTY** agrees to lease the Premises and Property to **LESSEE** without requiring the payment of any rent.

## **4. USE OF THE PREMISES.**

4.1 **LESSEE** shall use the Premises and Property only for a Crisis Stabilization Center to provide behavioral health services designed to de-escalate or stabilize a behavioral crisis, including, a behavioral health crisis experienced by a person with a co-occurring substance use disorder and connect the patient with providers of ongoing care as appropriate for the unique needs of the patient as outlined in Exhibit C – Crisis Stabilization Center Scope of Work. No other use of the Premises and Property shall be allowed unless prior written consent is obtained from the Director of Real Property Management (hereinafter referred to as "Director"), or their designee, at their sole discretion.

4.2 **LESSEE** shall observe and enforce all established rules and regulations of **COUNTY** in connection with **LESSEE**'S use of the Property and Premises. **LESSEE** shall not use or occupy the Property and Premises in violation of any law, covenant, condition, restriction, rule, or regulation or otherwise use or occupy the Property and Premises in a way which will negatively risk or affect the Property or Premises. Upon notice from **COUNTY**,

**LESSEE** shall immediately discontinue any use of the Property and Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule, or regulation.

4.3 **LESSEE** shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Property and Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of **COUNTY'S** risk manager, or any other person or organization performing a similar function.

4.4 **LESSEE** shall not do or permit anything to be done in or about the Property and Premises which will in any way obstruct or interfere with the rights of other leases or occupants of the building, or injure or annoy them, or use or allow the Property and Premises to be used for any unlawful purposes.

4.5 **LESSEE** shall not cause, maintain, or permit any nuisance or waste in, on or about the Property and Premises.

4.6 **LESSEE** shall at all times meet the standards and guidelines established by the Clark County Health Department and any other entity having jurisdictional authority and/or oversight regarding the services provided by UMC.

4.7 **LESSEE** shall abide by the established guidelines outlined in Exhibit C – Crisis Stabilization Center Scope of Work.

## **5. REPAIRS, MAINTENANCE AND ACCESS.**

5.1 **LESSEE** shall maintain the Premises, including all improvements, fixtures and furnishings therein, in good order, condition and repair at all times during the Agreement term, provided however, that, at **COUNTY'S** option, or if **LESSEE** fails to make such repairs, **COUNTY** may, but need not, make such repairs and replacements, and **LESSEE** shall pay **COUNTY'S** cost or expenses, including **COUNTY'S** overhead, arising from **COUNTY'S** involvement with such repairs and replacements forthwith upon being billed for same. **LESSEE** hereby waives and releases its right to make repairs at **COUNTY'S** expense.

5.2 **COUNTY** shall, at its sole cost and expense, repair and maintain the Property, its structural or building systems (mechanical (HVAC) sub-surface or cement embedded, electrical, plumbing, and low voltage systems, exterior walls, and exterior roof) serving the Property and Premises, sidewalks, driveways, landscaping and parking lots,

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

fixtures in common areas, and appurtenances furnished in common areas by **COUNTY** under this Agreement, in good repair and tenantable condition, except that **LESSEE** shall reimburse **COUNTY**, for any costs incurred by **COUNTY** in repair and maintenance of damage to said portions caused by the intentional or negligent acts of **LESSEE**, its officers, agents or employees. **LESSEE'S** failure to repair and maintain the Premises to **COUNTY'S** satisfaction gives **COUNTY** the right to terminate this Agreement in accordance with Section 10.

5.3 **COUNTY** shall service any fire extinguishers serving the Premises and provide for any inspections or repairs of the fire extinguishers, fire sprinklers, fire alarms or specialty fire suppression systems including kitchen hood suppression systems. **LESSEE** must make the Property and Premises available for these services to be performed. **COUNTY** will provide a schedule for non-emergency services.

5.4 **LESSEE** shall also be responsible for any repairs which arise out of (a) **LESSEE'S** use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of **LESSEE'S** property; (c) the moving of **LESSEE'S** property into or out of the Property and Premises; or (d) the act, omission, misuse or negligence of **LESSEE**, its officers, agents, employees, or invitees. If **LESSEE** fails to repair any damage to the Property and Premises within thirty (30) days of written notice, **COUNTY** may at its option terminate this Agreement.

5.5 Upon the expiration or earlier termination of this Agreement, **LESSEE** shall return the Property and Premises to **COUNTY** in the same condition as on the date **LESSEE** took possession, except for normal and ordinary wear and tear. Any damage to the Property or Premises, including any damage resulting from **LESSEE'S** use of the Property and Premises or resulting from the removal of **LESSEE'S** property from the Property and Premises shall be repaired by **LESSEE** at its sole expense. If **LESSEE** fails to repair any damage to the Property or Premises before vacating the Property and Premises, **LESSEE** agrees to pay for such repairs performed by **COUNTY** or its contractor within thirty (30) days of receipt of **COUNTY** invoice.

5.6 **LESSEE** shall comply with all applicable Nevada laws, ordinances and rules of any public authority relating to its use and occupancy of the Property and Premises.

5.7 **LESSEE AND COUNTY**, entered into an Interlocal Agreement for **COUNTY** to reimburse **LESSEE** for costs to construct a Crisis Stabilization Center, dated April 1, 2025. This includes tenant improvements to the Property and Premises, and the purchase of certain equipment ("Improvements"). All Improvements are **COUNTY**-owned and the equipment shall be noted in Exhibit D as **COUNTY**-owned equipment that shall

remain with the Property and Premises upon the expiration and/or termination of the Agreement. A list of property and equipment will be incorporated within ninety (90) days of approval of the Agreement and shall be updated annually by LESSEE.

## **6. SERVICES AND UTILITIES.**

6.1 **COUNTY** shall provide, at no additional cost to **LESSEE** the following utilities and services: sewer.

6.2 **LESSEE** shall be responsible to pay for installation and charges for power, water, gas, trash removal, telephone, data, and any other service required by **LESSEE** for its operation. **LESSEE** shall be responsible for staffing the Property and Premises and shall be responsible for any and all administrative and overhead cost associated with its operations on the Property and Premises. **LESSEE** shall provide and pay the cost of all supplies and equipment required for its use of the Property and Premises.

## **7. ALTERATIONS AND IMPROVEMENTS.**

7.1 **LESSEE** shall have the right, at its expense, to make any non-structural improvements to the Property or Premises, provided (a) **LESSEE** requests permission, in writing, to make such improvements, and provided (b) Director, in their sole discretion, gives written approval of the requested non-structural improvements, and (c) all necessary permits and approvals have been obtained by **LESSEE**.

7.2 Upon the termination of this Agreement, **LESSEE** shall have the right, at its sole expense, to remove any personal property or fixtures which **LESSEE** has installed or placed on the Property and Premises. **LESSEE** shall completely repair, at its sole expense, any and all damage resulting from such removal as provided above in Section 5.

7.3 All fixtures or other improvements remaining upon relocation, expiration or termination of this Agreement shall be deemed to be the property of **COUNTY**.

**8. INDEMNIFICATION.** Each Party shall remain liable for its own negligence in accordance with general law of the State of Nevada. **LESSEE** shall indemnify **LESSOR** for all claims, causes of action and lawsuits which arise out of **LESSEE**'s use of the Property and Premises. **LESSEE** agrees to hold harmless, indemnify and defend **LESSOR** and its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any injury, death, damage, or loss to any person or property whatsoever, including employees and property of

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**LESSOR**, occurring in, on or about the Property or Premises, adjacent streets or sidewalks or any part thereof, due to the negligence, fault, act or omission of **LESSEE**, its agents, officers employees and invitees or due to the breach or default by **LESSEE** under this Agreement. Notwithstanding that this paragraph is written in the form of an agreement to indemnify, LESSOR and LESSEE's liability to indemnify is limited by applicable provision of law, including NRS 41.0305 to 41.039, inclusive. The Parties do not waive and will assert the defense of sovereign immunity in all appropriate cases.

LESSEE further agrees to require its contractors, subcontractors, service providers, vendors, consultants and agents to hold harmless, indemnify and defend the LESSOR against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, judgments, of whatever nature, whether false, groundless or fraudulent, costs and expenses, including, but not limited to, investigation costs, reasonable attorney fees and expenses, expert witness fees, analysis and expenses and court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss, or destruction, or claims relating to property when such injury, death, loss, destruction, claim, or damage is due to or arising from or as a result of any alleged act or omission, whether willful, reckless or negligent 1) relating to any use, maintenance or operations of the Premises, 2) work performed on the Premises or any work related to the use of the Premises, or 3) occurring in, on or in the vicinity of the Premises, public improvements, including but not limited to the adjacent streets or sidewalks or any part thereof.

**9. INSURANCE.** **LESSEE**, at its expense, will maintain the following insurance coverage or the self-insured equivalent during the initial and any extended terms of this Agreement and will name **COUNTY** as an additional insured:

9.1 Workers compensation in accordance with Nevada law.

9.2 Commercial general liability with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) per occurrence to protect the **COUNTY**, **LESSEE** and **LESSEE'S** contractors and agents against claims for bodily injury or death and damage to the property of others.

9.3 No deductible or self-insured retention may exceed ten thousand dollars (\$10,000).

9.4 During the term of this Agreement the **LESSEE** shall provide fire and extended coverage insurance for \$150,000 for the Premises.

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

9.5 Before a contractor, subcontractor, or vendor commences any work or provides any services on the Premises, LESSEE shall require the contractor, subcontractor, or vendor to obtain and maintain throughout the term of the contract, bonds and insurance coverage meeting the requirements and shall name LESSEE and COUNTY as additional insureds and furnish certificates of such insurance coverage to the COUNTY.

**10. TERMINATION.** For any reason other than breach of this Agreement as provided for in Section 11 herein, either Party, may terminate this Agreement upon sixty (60) days written notice to the other Party.

**11. BREACH.** In the event of LESSEE's default or breach of this Agreement, COUNTY shall give LESSEE written notice of the breach, LESSEE shall have thirty (30) days after receipt of said Notice of Breach to cure the breach or vacate the Property and Premises. LESSEE'S failure to cure the breach or vacate the Property and Premises within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Property and Premises in compliance with Nevada law.

**12. NOTICES.** All notices, approvals and demands allowed or required to be given under this Agreement shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

**To COUNTY:**

Clark County Department of Real Property Management  
Attention: Director of Real Property Management  
500 S. Grand Central Parkway, 4<sup>th</sup> Floor  
Las Vegas, NV 89155-1825

**To LESSEE:**

University Medical Center of Southern Nevada  
Attention: CEO  
1800 West Charleston Boulevard  
Las Vegas, NV 89102

**13. WAIVER. COUNTY'S** failure to enforce or delay in the enforcement of any provision hereof or enforcement of any right hereunder shall not be construed as a waiver of such provision or right. **LESSEE'S** exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Paragraph 13 may not be waived.

**14. MISCELLANEOUS.**

14.1 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between **LESSOR** and **LESSEE**. No provisions of this Agreement, nor any acts of the Parties hereto, shall be deemed to create any relationship between **LESSOR** and **LESSEE** other than as set forth in this Agreement.

14.2 Remedies Cumulative. The various rights, options, elections, and remedies of **LESSOR** contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Agreement.

14.3 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement.

14.4 Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon **LESSOR** or **LESSEE** as a warranty or otherwise.

14.5 Assignment and Sublease. Any attempt by **LESSEE** to assign any rights, delegate any duties arising from this Agreement, or to sublease the Premises without the written consent of **LESSOR** shall be void.

14.6 Third Party Beneficiary. This Agreement is not intended to create any rights, powers, or interest in any third party and this Agreement is entered into for the exclusive benefit of the undersigned Parties.

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

14.7 Non-discrimination. **LESSEE** shall not unlawfully discriminate against any person in the use of the Property and Premises.

**[SIGNATURE PAGE TO FOLLOW]**



Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

IN WITNESS WHEREOF, we have executed this Agreement the day and year first written above.

CLARK COUNTY

\_ UMC \_\_\_\_\_

By \_\_\_\_\_  
Shauna Bradley, Director  
Real Property Management

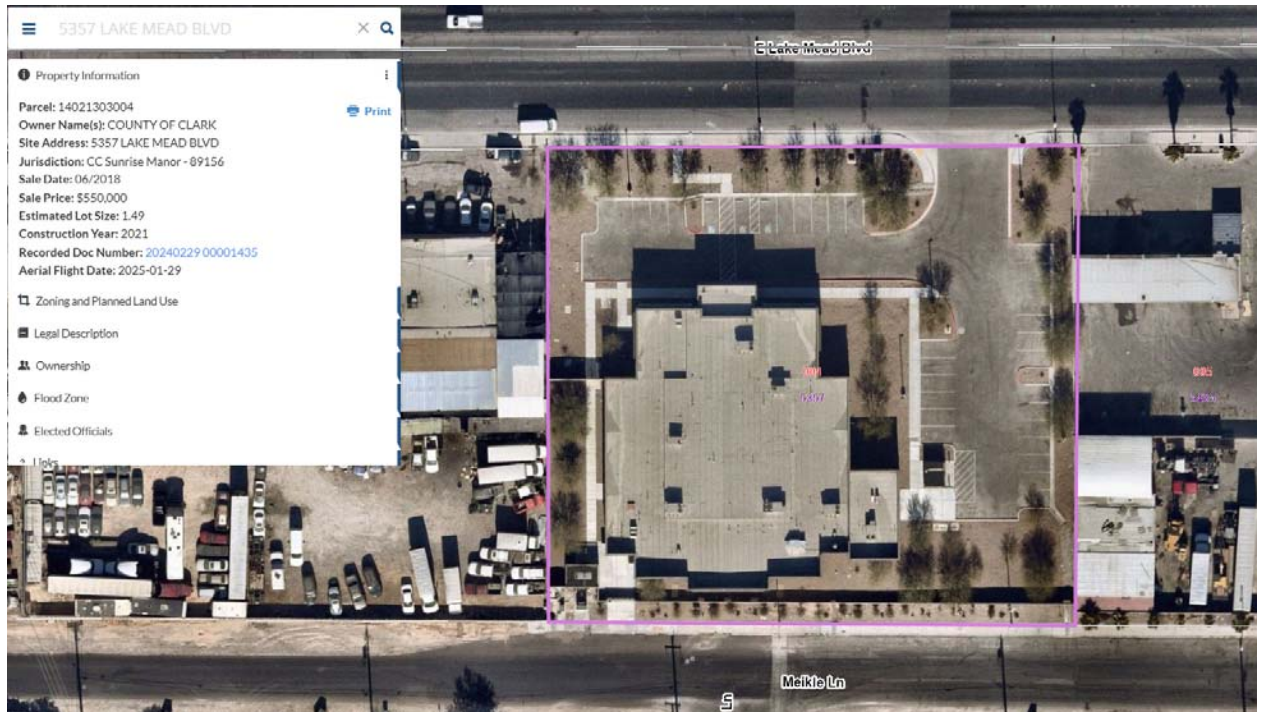
By \_\_\_\_\_  
Mason VanHouweling  
CEO

Approved as to form:

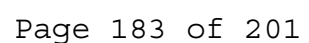
By \_\_\_\_\_  
Nichole Kazimirovich  
Deputy District Attorney

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

**EXHIBIT “A”**  
Property



**EXHIBIT “B”**  
Premises



**EXHIBIT “C”**

**CRISIS STABILIZATION SERVICES  
SCOPE OF WORK**

**CRISIS STABILIZATION SERVICES**

The County and UMC agree that UMC will use the Property to provide behavioral health services designed to de-escalate or stabilize a behavioral crisis, including, a behavioral health crisis experienced by a person with a co-occurring substance use disorder and connect the patient with providers of ongoing care as appropriate for the unique needs of the patient hereinafter referred to as (“Services”).

Services shall be provided 24/7 and shall serve individuals to remain for less than 24 hours. UMC shall accept drop-offs from law enforcement and transfers from emergency departments at the Property.

The target population for the Services are adults 18 years and older experiencing a behavioral health crisis with or without a co-occurring substance use disorder. UMC will accept all patients, without regard to the race, ethnicity, gender, socioeconomic status, sexual orientation or place of residence of the patient; any social conditions that affect the patient; the ability of the patient to pay or insurance.

**RESPONSIBILITIES OF UMC**

UMC shall provide or contract with a provider to provide on-site qualified crisis stabilization Services 24 hours per day, 7 days per week at the Property.

UMC will offer trauma-informed specialty mental health care to include, but not limited to:

- A. Psychiatric assessment
- B. Medication evaluation and management
- C. Individualized recovery-oriented interventions
- D. Evaluation for voluntary or involuntary detention
- E. Admissions evaluation for inpatient psychiatric hospitalization if necessary
- F. Substance abuse screening
- G. Peer support services and linkage to aftercare through Resource Center
- H. Case management services, including, without limitation, such services to assist patients to obtain housing, food, primary health care and other basic needs
- I. Services to intervene effectively when a behavioral health crisis occurs and address underlying issues that lead to repeated behavioral health crises
- J. Treatment specific to the diagnosis of a patient

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

- K. Coordination of aftercare for patients, including, without limitation, at least one (1) follow-up contact with a patient not later than seventy-two (72) hours after the patient is discharged.
- L. Administration and documentation of medications ordered and administered.
- M. Maintain documentation of professional medical records, files and reports to meet Nevada State Board of Nursing guidelines, UMC'S protocol and COUNTY'S protocol.
- N. Develop and maintain clear communication with COUNTY'S staff, children's parents and caregivers of the children and community medical providers to assure continuity of care for the patient.
- O. Provide communication to COUNTY'S emergency shelter supervisors of any medical concerns for any adults placed in COUNTY emergency shelters from the crisis stabilization center prior to placement.
- P. Provide equipment needed for the operation of the Facility and treatment of patients.
- Q. Provide medical liability insurance and administrative support for its employees.
- R. Provide appropriate trained and supervised personnel to provide the necessary crisis stabilization services during the term of this Contract.
- S. Provide quarterly report including: referral sources, discharges, legal holds, average length of stay, recidivism rate, payor mix or other data as requested by the County.
- T. Assure that all UMC'S personnel and subcontracted service providers maintain their professional licenses.
- U. Maintain written records on all individuals treated pursuant to this Contract.
- V. Maintain confidentiality of all patient's records.
- W. Maintain all books, records, documents, and other evidence of its performance under the Contract as required by local, state or federal law. COUNTY will have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained.
- X. At UMC'S discretion and as authorized by law, UMC shall bill third party payers (e.g., Medicaid, private insurance, etc.) for on-site crisis stabilization Services performed at the Property. Whether or not UMC receives any additional monies from third party payors, UMC agrees to provide all on-site crisis stabilization Services as described in this Agreement.

**RESPONSIBILITIES OF BOTH PARTIES**

- A. Finance personnel from the COUNTY and UMC will convene a collaborative oversight financial committee quarterly to (i) review year to date budget and financial reports, including but not limited to the Statement of Net Position, Statement of Revenues,

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

Expenses, and Changes in Net Position, Statement of Cash Flows, actual to budget results, sources of revenues by payor mix, bad debt write offs, collection efforts, and average bed days; (ii) identify potential budget overruns; and (iii) act as a resource to help resolve financial challenges that may arise. All supporting documents will be made available to the COUNTY upon request for review. The Financial Oversight Committee (“FOC”) may request additional participation or action from UMC staff to address intake and discharge policies that could have a direct and material financial impact to operations.

- B. UMC and COUNTY shall develop joint processes and comply with any respective requirements to ensure maximization of funding through Medicaid. Additionally, each party agrees to re-evaluate the fiscal amount attached to the contract if there should be any unpredicted fiscal changes in Medicaid eligibility requirements or reimbursements.

**RESPONSIBILITIES OF THE COUNTY**

In addition to responsibilities as LESSOR, the County agrees to subsidize patient care as the payor of last resort at an annual amount not to exceed five million dollars (\$5,000,000) for crisis stabilization Services provided in accordance with this Agreement. UMC will bill COUNTY Finance for patient care once UMC has demonstrated insurance billings have been denied or the patient is uninsured, and collection efforts have been unsuccessful. If additional operating subsidies are required outside of patient billings, UMC may bring a request to the FOC. The FOC shall not approve any request that would increase the total County subsidy, inclusive of patient billings, in an annual amount not to exceed five million dollars (\$5,000,000) annually.

Interlocal Lease and Operating Agreement Between Clark County and UMC  
5409 East Lake Mead Boulevard, Las Vegas, NV 89156 (APN # 140-21-303-004)

**EXHIBIT “D”**

**County-owned Equipment Inventory List**

UPDATED WITHIN 90 DAYS OF EXECUTION OF AGREEMENT

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

<b>Issue:</b>	<b>Interlocal Agreement with Clark County</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for property at 300 South Martin Luther King Boulevard, Las Vegas, NV 89106 (Assessor's Parcel Number 139-33-202-003); or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000748700	Funded Pgm/Grant: N/A
Description: 300 South Martin Luther King Boulevard, Las Vegas, NV 89106	
Bid/RFP/CBE: N/A	
Term: Two (2) years	
Amount: Nine million dollars (\$9,000,000)	
Out Clause: 60 days w/o cause	

## **BACKGROUND:**

This request is to enter into an Interlocal Agreement (“Agreement”) with Clark County allowing UMC to use the property and building at 300 South Martin Luther King Boulevard, Las Vegas, NV 89106, until UMC completes three installment payments to Clark County. UMC currently utilizes this property as a storage warehouse for supplies and equipment.

Under this Agreement, UMC will pay Clark County three (3) equal payments of three million dollars (\$3,000,000) each: the first payment due within three (3) business days of the Effective Date of the Agreement; the second payment on the first anniversary date, and the third and final payment due the following year. Clark County will transfer all property and building responsibility to UMC upon payment completion.

UMC’s Chief Financial Officer has reviewed and recommended approval of this Agreement, which has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**16**



Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made 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 ("NRS") ("UMC") and CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada ("County"), and individually and collectively referred herein as the "*Party*" and "*Parties*", respectively, is effective on the later of the date ("Effective Date") approved by the Board of County Commissioners ("BCC") and the UMC Board of Trustees ("BOT").

**RECITALS**

WHEREAS, NRS Section 277.180 provides that one or more public agencies may enter into an agreement to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform;

WHEREAS, County is the owner of property with a commonly known address of 300 South Martin Luther King Boulevard, Las Vegas, NV 89106 (Assessor's Parcel Number 139-33-202-003), ("*Property*"), as depicted in Exhibit "A".

WHEREAS, the Property contains an existing +/-35,550 square foot warehouse building ("*Building*"), as depicted in Exhibit "B";

WHEREAS, the County purchased the Property to utilize the Building for County purposes and UMC has expressed a need for the Property and Building to fulfill its mission in support of the main UMC campus;

WHEREAS, UMC shall reimburse County for its acquisition cost of nine million dollars (\$9,000,000) ("*Reimbursement*");

WHEREAS, UMC shall utilize the Property and Building for UMC related purposes in support of its mission through a Memorandum of Understanding ("*MOU*") until the Reimbursement obligation has been fulfilled;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, each Party relying on the Recitals set forth above, each Party agrees and acknowledges as follows:

**ARTICLE I. COUNTY AGREES AND ACKNOWLEDGES**

1. To enter into an MOU allowing UMC to use the Property and Building until such time that all Reimbursement payments under this Agreement have been satisfied.

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

2. To transfer all Property and Building responsibility to UMC upon successful Reimbursement payments completion.

**ARTICLE II. UMC AGREES AND ACKNOWLEDGES**

1. The total Reimbursement amount owed to County is nine million dollars (\$9,000,000).
2. UMC shall initiate Reimbursement payments to County in three (3) equal payments of three million dollars (\$3,000,000) each.
3. The first (1<sup>st</sup>) Reimbursement payment shall occur within three (3) business days of the Effective Date of this Agreement.
4. The second (2<sup>nd</sup>) Reimbursement payment shall occur no later than the first anniversary date of this Agreement.
5. The third (3<sup>rd</sup>) and final Reimbursement payment shall occur no later than the expiration date of this Agreement.

**ARTICLE III. IT IS MUTUALLY AGREED AND ACKNOWLEDGED**

1. The term of this Agreement shall commence upon the Effective Date and shall expire two (2) years thereafter ("Expiration Date").
2. All responsibility for the improvements and structures on the Property and Building shall be conveyed to UMC in an "as-is" condition, with no warranties or representations as to suitability for any particular use, occupancy, activity, operation or other purpose, and shall not be altered in any material fashion upon the expiration of this Agreement.
3. The Parties agree upon successful fulfillment of this Agreement the MOU shall automatically terminate and be of no further force or effect.
4. The Parties agree that UMC at its sole discretion may expedite Reimbursement payments to County at any time prior to the Expiration Date.
5. The Parties agree that either Party may terminate this Agreement for any reason at any time with thirty (30) day written notice to the other Party, and this action shall automatically terminate the MOU. Any funds received by County from UMC shall be returned to UMC within thirty (30) days, less the cost of rent, determined at a cost of forty thousand dollars (\$40,000) per month.

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

6. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under NRS, Chapter 41. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.
7. This Agreement is subject to the final review and approval of the BCC and BOT at a publicly noticed meeting of the BCC and BOT in accordance with Nevada law and the policies and procedures governing the BCC and BOT.
8. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

For County: Attn.: Shauna Bradley  
Director of Real Property Management  
Clark County, Nevada  
500 South Grand Central Parkway, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89155-1825  
Box 551825  
Telephone: (702) 455-2980  
E-mail: SDB@ClarkCountyNV.gov

For UMC: Attn.: Mason Van Houweling  
CEO  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las, Vegas, NV 89106

9. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.
10. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.
11. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

12. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to causes beyond its control which may include strikes, failure of public transportation, civil or military authority, public health emergency, epidemic, pandemic, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
13. Delay in declaring a breach of this Agreement does not constitute a waiver of the breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
15. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
16. Pursuant to NRS Section 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law.
17. This Agreement constitutes the entire agreement of the Parties, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
18. The Parties to this Agreement, and each of them, acknowledge that: a) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; b) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and c) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

19. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
20. This Agreement shall only become effective upon approval by both the BCC and BOT or designee, provided approval by one (1) Party is within ninety (90) calendar days of approval by the other Party.

***[Signatures on Next Page]***

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date herein set forth below.**

**UNIVERSITY MEDICAL CENTER**

**CLARK COUNTY, NEVADA**

APPROVED

\_\_\_\_\_  
Mason VanHouweling, CEO

\_\_\_\_\_  
Tick Segerblom, Chair  
Clark County Board of County Commissioners

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Susan Pitz  
General Counsel, UMC

\_\_\_\_\_  
Nichole Kazimirovich  
Deputy District Attorney

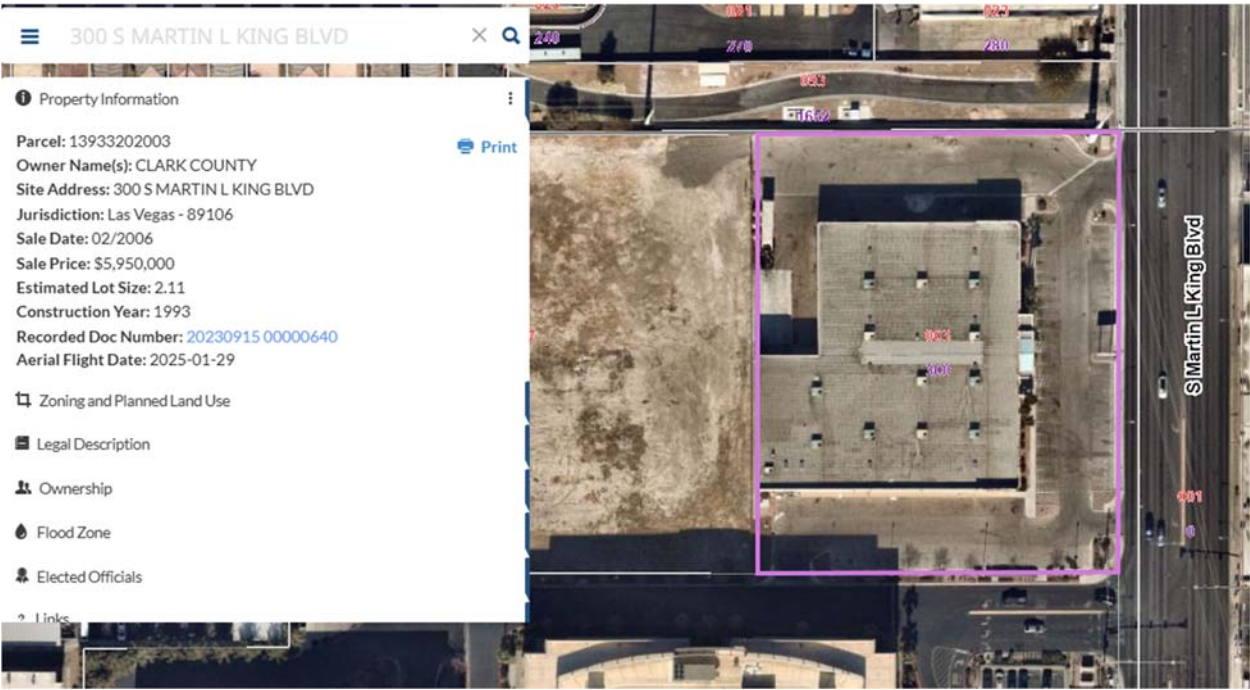
Date of Board of Trustees or Designee Approval:

Date of Clark County Commission Approval:

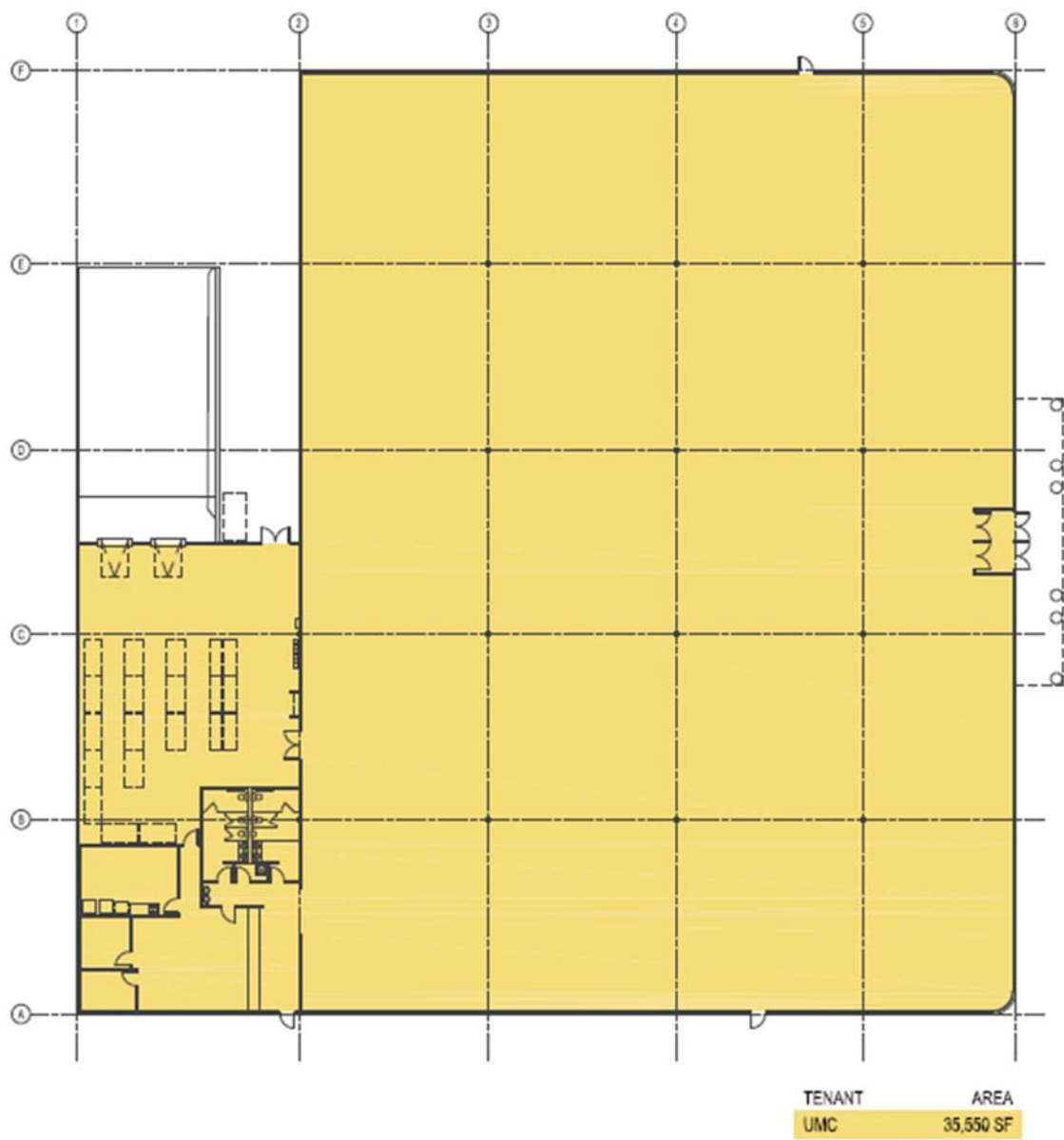
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**EXHIBIT A**



**EXHIBIT B**



**FLOOR PLAN**  
300 S MLK BLVD, LAS VEGAS 89106

NOT TO SCALE  
6/5/2025





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

<b>Issue:</b>	<b>Sixth Amendment to Interlocal Medical Office Lease with University of Nevada, Las Vegas</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Sixth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. (For possible action)</b>		

## FISCAL IMPACT:

Fund Number: 5420.000  
Fund Center: 3000999900  
Description: Lied Building Lease  
Bid/RFP/CBE: N/A

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

Term: Amendment 6 – extend for one year from 8/1/2025-7/31/2026 with two 6-month renewal options  
Amount: Amendment 6 – \$29,118.62 monthly base rent  
Out Clause: 180 days’ without cause; also subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses

## BACKGROUND:

On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between University Medical Center of Southern Nevada (UMC) and the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas, School of Medicine (School) for Lied Building medical office space located at 1524 Pinto Lane (2<sup>nd</sup> and 3<sup>rd</sup> Floors) (“Existing Premises”). The term of the lease was from November 1, 2017 to October 31, 2022, with the option to extend for two 1-year periods. The First Amendment, effective June 5, 2018, added an additional 6,101 square feet of rentable medical office space. The Second Amendment, effective July 19, 2019, added an additional 2,475 square feet of rentable space on the first floor of the Lied Building, and increased the monthly base rent by approximately 3% annually. The Third Amendment, effective April 20, 2022, executed the first of two 1-year option periods extending the term of the lease from November 1, 2022 to October 2023. The Fourth Amendment extended the term through October 31, 2024, and the Fifth Amendment reduced the portion of the premises to 12,454 square feet on the third floor and extended the term through July 31, 2025.

This Sixth Amendment requests to extend the term of the Lease for an additional year through July 31, 2026. It includes two additional 6-month renewal options and a 180-day termination for convenience clause.

Cleared for Agenda  
July 23, 2025

Agenda Item #

**17**

UMC's Executive Director, Support Services has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

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

## SIXTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS SIXTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE (“**Sixth Amendment**”) is made by and between the BOARD OF HOSPITAL TRUSTEES (“**Trustees**”) on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (“**UMCSN**” or “**LESSOR**”) and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (“**Board**” or “**NSHE**”), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE (“**UNLV**” or “**LESSEE**”). This Sixth Amendment is effective as of August 1, 2025 (“**Effective Date**”).

### RECITALS:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, Fourth Amendment to Interlocal Medical Office Lease dated November 8, 2023, and Fifth Amendment to Interlocal Medical Office Lease dated September 20, 2024, pursuant to which Lessee is leasing 21,454 square feet of space from Lessor (collectively, the “**Lease**”).

WHEREAS, the Lease is set to expire on July 31, 2025;

WHEREAS, Lessor and Lessee mutually desire to extend the term of the Lease for an additional one (1) year period; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. **Term.** The term of the Lease is hereby extended for an additional one (1) year, through July 31, 2026. The Lease may be further extended for up to two (2) additional six (6) month periods upon mutual written agreement of the parties. Either party may terminate the Lease for any reason, at any time, by providing one hundred and eighty (180) days’ prior written notice.
2. **Base Rent.** Effective August 1, 2025, the Base Rent shall be increased to \$29,118.62 per month.
3. **No Other Modifications.** Except as expressly amended by this Sixth Amendment, all the terms and conditions of the Lease remain in full force and effect. To the extent of a conflict between the terms of this Sixth Amendment and the terms of the Lease, the terms of this Sixth Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such

terms in the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Sixth Amendment as of the Effective Date.

**LESSOR:**

University Medical Center of  
Southern Nevada

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LESSEE:**

Board of Regents of the Nevada System  
of Higher Education on behalf of the  
University of Nevada, Las Vegas, Kirk Kerkorian  
School of Medicine

**RECOMMENDED BY:**

By: \_\_\_\_\_  
Christopher L. Heavey  
President

\_\_\_\_\_  
Date

**APPROVED BY:**

By: \_\_\_\_\_  
Matt McNair  
Chancellor  
Nevada System of Higher Education

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Elda L. Sidhu  
Vice President and General Counsel  
University of Nevada, Las Vegas

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
July 23, 2025

Agenda Item #

**18**