



UMC Audit and Finance Committee Meeting

## Audit and Finance Committee

Wednesday, March 19, 2025 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

## **AGENDA**

**University Medical Center of Southern Nevada  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
March 19, 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 February 19, 2025. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

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

4. Receive the monthly financial report for February FY25; and direct staff accordingly. *(For possible action)*
5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

6. Review and recommend for approval by the Governing Board the Letter of Agreement with NaphCare Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
7. Review and recommend for ratification by the Governing Board the Second Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Amendment One to the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Amendment to the Institution Agreement with TriWest Healthcare Alliance Corporation for managed care services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for UMC to receive a cost reimbursement for the construction of the Crisis Stabilization Center; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Amendment 1 to Vendor Services Agreement with META Dynamic, Inc. for the purchase of a Navigation System and Clinical Specialist to support the system; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Hemo-Force Pump Lease Program Agreement with Medline Industries, LP for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility for the purchase of 503B compounded pharmaceutical products; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed total amount of the Agreement; or take action as deemed appropriate. *(For possible action)*
14. Review and receive feedback on the tentative FY 2026 Preliminary Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. *(For possible action)*

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

15. 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  
February 19, 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 2:00 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

**CALL TO ORDER**

**Board Members:**

**Present:**

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

**Absent:**

None

**Others Present:**

Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Dr. Donald Mackay  
Deb Fox, Chief Nursing Officer  
Christopher Jones, Executive Director of Support Services  
Susan Pitz, General Counsel  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

Chair Caspersen welcomed Member Bill Noonan as a new member of the Audit and Finance Committee.

She also thanked Dr. Mackay for his participation and service on the Audit and Finance Committee.

**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



The approval of the minutes and the agenda were held for vote, due to technical issues and lack of quorum.

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on January 22, 2025. (For possible action)**

This item was held for vote until a quorum was re-established.

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

This item was held for vote until a quorum was re-established.

The Committee continued with a review of the financial report for January FY25.

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Receive the monthly financial reports for January FY25; and direct staff accordingly. (For possible action)**

**DOCUMENTS SUBMITTED:**

- January FY25 Financials

**DISCUSSION:**

Jennifer Wakem, Chief Financial Officer, presented the financials for November and December.

Admissions were 13% above budget, observation cases decreased 12%, and AADC was 610. Length of stay decreased to 5.87. Hospital acuity was 1.82, and Medicare CMI was 2.22.

Inpatient surgeries were on budget. Outpatient surgeries were 6% above budget. There were 13 transplants in the month.

ER visits were 3.78% above budget. The overall ER conversion rate was 21.46%. ED to observation rate was 7%, which is a significant decrease over last year. Ms. Wakem reminded the Committee of the benefits of placing 24/7 hospitalists in the emergency room. A discussion ensued regarding initiatives in place to improve conversion percentages and strategically minimizing the number of denials from payors. The Committee would like to receive an update on the denial process and suggested it would be helpful to keep track of the denials.

Quick cares were on budget and primary cares were slightly over budget. Telehealth volumes were down 15%. Ortho clinic visits were above budget 15.5% and deliveries exceeded budget 12%.

Trended stats were compared to the 12-month average. Admissions were at a record high. Observation cases were a record low at 724 cases. ALOS was up

slightly at 5.87. Action plans are in place to improve it. The LOS for observation cases was a record low at 1.34 days. Inpatient surgeries were 6 cases above the 12-month average and outpatient, surgeries were 86 more than the 12-month average.

Primary care visits were 8,108 visits, which was a record high. Telehealth saw 620 patients. The Ortho Clinic had a record high of 2,522 visits. Deliveries were a record high.

Inpatient payor mix trends were compared to the 12-month average and were consistent. Medicaid dropped slightly and Medicare was up 3.5%. Ms. Wakem reviewed the breakdown of payor mix by patient type as informational.

Net patient revenue was \$3.1 million over budget. Other revenue was on budget. Total operating revenue was \$3 million over budget. Net to gross was 18.5%. Operating expenses were above budget \$949k. Income from operations before depreciation and amortization resulted in earnings of \$5.2 million on a budget of \$2.8 million, \$2.4 million above budget.

January YTD income from operations showed net patient revenue was \$14.3 million over budget, and other revenue was \$7 million above budget. Total operating revenue exceeded budget \$21.4 million, and operating expenses were \$26 million above budget. EBITDA was \$17 million, on a budget of \$21.2 million, approximately \$4.1 million below budget year to date.

Salaries were below budget. Overtime significantly decreased and staff continues to look for opportunities to reduce contract labor. SWB per FTE is higher than anticipated. All other expenses were above budget \$1.9 million, the key driver is supplies.

Key financial indicators were reviewed for profitability, labor, liquidity and cash collections. Profitability and labor were in the green. Day's cash on hand was in the red, with 41.7 days. Net days in AR was up slightly. Cash collections for the business office and point of service were in the green.

Organizational goals were reviewed. Currently, three of the five goals are being met. Ms. Wakem mentioned action plans are in place to improve the two goals that are not currently being met. She anticipates that all goals will be met by the end of the fiscal year.

Finally, Ms. Wakem reviewed the cash flow statement for January and the FY25 balance sheet highlights. Supplemental payments of \$39.3 million were received in the month. Balance sheet shows increased cash for the month.

There was a brief discussion regarding terminology adjustments related to the income statement.

**FINAL ACTION TAKEN:**  
None taken.

**At this time, the Committee returned for the approval of Item 2 and Item 3.**

A motion was made by member Hagerty to approve the minutes as presented. The motion carried by a majority vote. Member Noonan abstained, as he was not present during the meeting.

Next, a motion was made by member Hagerty to approve the agenda as presented. The motion carried by a unanimous vote.

**ITEM NO. 5 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:

- Legislative session update was provided regarding the pause on federal grants and Medicaid expansion and the impact on UMC. Member Hagerty suggested the team provide regular updates regarding financial impact of the federal and state issues which would affect UMC.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 6 Review and recommend for approval by the Governing Board the Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada for managed care services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Professional Service Agreement - Redacted
- Disclosure of Ownership

DISCUSSION:

This new agreement establishes that Champion shall pay Medicare allowable rates for physician services at UMC. This is a one-year agreement and is renewable after the first year.

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. 7 Review and recommend for approval by the Governing Board the increase of funding for the Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Contingent Placement Agreement
- Disclosure of Ownership

DISCUSSION:

This is permanent placement agreement with Optimum to provide UMC with candidates with radiologists. This is a request to increase funding, due to the need to hire additional radiology physician candidates for permanent placement.

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. 8 Review and recommend for approval by the Governing Board the Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Deferred Equipment Agreement
- Disclosure of Ownership

DISCUSSION:

UMC requests to enter into a new agreement with Masimo for 62 months. This is an annual commitment agreement, in which Masimo will supply pulse oximetry equipment, software, and training at no upfront cost. UMC has historically exceeded this commitment level and accepts the terms outlined for entering into this agreement. Pricing is through HPG.

FINAL ACTION TAKEN:

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

- ITEM NO. 9 Review and recommend for approval by the Governing Board the Molecular Master Agreement with Abbott Laboratories Inc. for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This request is a request for vendor to supply UMC with molecular diagnostics analyzers and related disposables for use in the lab. The Alinity M systems, which will be located and operated on the UMC Main Campus, will allow for rapid turnaround times for assays and will be replacements for existing LDT instrumentation. This is a 5-year agreement.

There was continued discussion regarding the streamlined benefits of the updated equipment at UMC.

FINAL ACTION TAKEN:

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

**ITEM NO. 10 Review and recommend for approval by the Governing Board the Service Agreement with Intuitive Surgical, Inc. for the Da Vinci Xi 4; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- DaVinci XI 4 Service Agreement
- Disclosure of Ownership

DISCUSSION:

This request is to enter into a new three-year Service Agreement for the Da Vinci Xi 4. This agreement allows Intuitive Surgical to provide maintenance services for the da Vinci Xi 4 Arm Dual, Ion ARM-HD Single, and da Vinci XI 4 Arm Dual robots through 2028.

FINAL ACTION TAKEN:

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

**ITEM NO. 11 Review and recommend for approval by the Governing Board the Master Agreement and Product Schedule with Optum360, LLC for the Optum Enterprise Computer-Assisted Coding Platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Agreement
- Product Schedule L - Redacted
- Disclosure of Ownership

DISCUSSION:

This is a new 5-year agreement with Optum360. This new solution offers capabilities in computer-assisted coding and clinical documentation improvement, and will significantly enhance UMC's coding processes through automation and intelligent insights. Termination is permitted after year three, with a 60-day notice.

There was continued discussion regarding the timeframe to terminate

FINAL ACTION TAKEN:

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

**ITEM NO. 12 Review and recommend for approval by the Governing Board the Amendment Two to Services Agreement with Brightview Landscape Services Inc. for landscaping maintenance; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Service Agreement
- Amendment Renewal Letter

DISCUSSION:

This request is for approval of the amendment two for landscape services with Brightview Landscape Services, Inc. to increase the annual funding for landscaping maintenance and porter services to include additional work to be performed at UMC and clinic locations.

Member Hagerty asked why the landscaping is not provided by the landlord at the clinic locations. Ms. Allen clarified that the services provided are increasing at the locations which have been purchased by UMC. General landscaping is provided by the landlord at the locations which are leased.

FINAL ACTION TAKEN:

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

**ITEM NO. 13 Review and recommend for approval by the Governing Board the Sexual Assault Nurse Examiner Agreement with Rose Heart, Inc.; authorize the**

**Chief Executive Officer to execute amendments or renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Rose Heart - SANE Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new agreement for Sexual Assault Nurse Examiner (SANE) services. Rose Heart is an organization composed of highly trained and skilled registered nurses who have completed training as sexual assault nurse examiners through a course that has been endorsed by the Sexual Assault Response Team Committee. UMC will submit reimbursement for services to the county. Available 24 hours a day, the nurses examine patients and gather evidence in cases where victims have been sexually assaulted and/or abused. The work is performed in accordance with the protocols established by the Nevada Office of Criminal Justice Planning, and the Rose Heart Nurse Examiners are available to testify in court as needed. The proposed agreement is for a two-year term and may be terminated by either party without cause upon ninety (90) days' notice.

The Committee inquired about the scheduling for the staff members. Mr. Marinello responded that the nurses are on call and are available 24 hours a day. The nurses examine patients and gather evidence in cases where victims have been sexually assaulted and/or abused. UMC is the only hospital in the valley providing these services, due to the shortage of forensic nurses.

Ms. Fox added that there are 3 staff members and they respond to approximately 400 cases per month for adult and pediatric assault cases. There is specialized training for these forensic nurses. A lengthy discussion continued regarding the need for these specialized services throughout the valley. This topic will also be discussed during the legislative session.

Chair Caspersen would like an emerging issue regarding education surrounding the costs associated with this service, as well as the community need and awareness. It was suggested that this would be a good education topic for the full Governing Board.

FINAL ACTION TAKEN:

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

**ITEM NO. 14 Review and recommend for award by the Governing Board, the RFP No. 2024-15 for Bad Debt Collections to Aargon Agency, Inc.; authorize the Chief Executive Officer to sign the Service Agreement, and execute any extension options and future amendments within the not-to-exceed**

**amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- 2024-15 RFP - Bad Debt Collections Service Agreement
- Disclosure of Ownership

DISCUSSION:

In December, a request for proposals was published and eight proposals were received and scored. After review, the evaluation committee recommends award to incumbent Argon Inc. for a new 5-year agreement, with termination upon 15-days' notice. Accounts will be received on day 121 and will be reviewed for collection. Ms. Allen added that this is a cost savings, as there was a reduction in fees.

FINAL ACTION TAKEN:

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

**ITEM NO. 15 Review and recommend for award by the Governing Board the RFP No. 2024-11 for Managed Print Services to Advanced Imaging Services; authorize the Chief Executive Officer to sign the Agreement and execute any extension options/amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Agreement for Managed Print Service
- Disclosure of Ownership

DISCUSSION:

In October, a request for proposals was published for print services and eight proposals were received and scored. After review, the evaluation committee recommends award to AIS, which will provide lease of equipment to UMC and management of approximately 427 new multi-functional devices. The units will have full copy, print, fax, scan capability and includes full maintenance support and supplies for the main hospital and offsite clinics.

This is a new 5-year agreement and UMC may terminate for convenience upon 15 days' notice.

FINAL ACTION TAKEN:

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



**SECTION 3: EMERGING ISSUES**

**ITEM NO. 16 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 3:14 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 February 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 financial report for February 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 February FY25 for the committee's review and direction.

Cleared for Agenda  
March 19, 2025

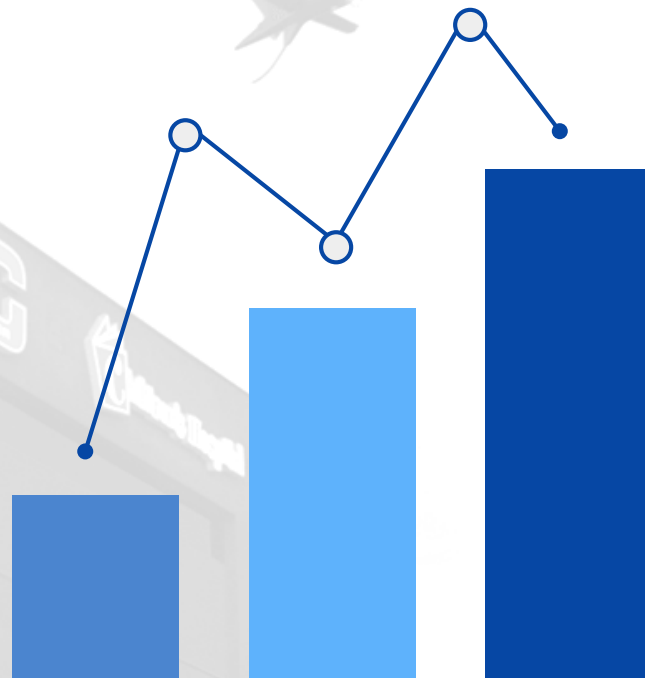
Agenda Item #

**4**



# February 2025 Financials

AFC Meeting



# KEY INDICATORS FEB



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,645	17,867	(222)	(1.24%)	17,882	(237)	(1.32%)
Total Admissions	2,019	1,968	51	2.61%	1,838	181	9.85%
Observation Cases	635	924	(289)	(31.28%)	924	(289)	(31.28%)
AADC (Hospital)	604	609	(5)	(0.87%)	579	25	4.28%
ALOS (Admits)	5.42	5.86	(0.44)	(7.52%)	6.34	(0.92)	(14.51%)
ALOS (Obs)	0.87	1.66	(0.80)	(47.84%)	1.66	(0.80)	(47.84%)
Hospital CMI	1.77	1.81	(0.04)	(2.21%)	1.89	(0.12)	(6.36%)
Medicare CMI	2.08	2.01	0.07	3.48%	2.23	(0.15)	(6.73%)
IP Surgery Cases	813	810	3	0.37%	760	53	6.97%
OP Surgery Cases	693	594	99	16.67%	558	135	24.19%
Transplants	20	13	7	53.85%	13	7	53.85%
Total ER Visits	8,625	8,384	241	2.87%	8,329	296	3.55%
ED to Admission	16.32%	-	-	-	12.95%	3.37%	-
ED to Observation	6.75%	-	-	-	10.96%	(4.21%)	-
ED to Adm/Obs	23.07%	-	-	-	23.92%	(0.84%)	-
Quick Cares	17,467	18,338	(871)	(4.75%)	17,273	194	1.12%
Primary Care	7,198	6,961	237	3.40%	7,537	(339)	(4.50%)
UMC Telehealth - QC	476	507	(31)	(6.11%)	575	(99)	(17.22%)
OP Ortho Clinic	2,529	1,993	536	26.88%	1,751	778	44.43%
Deliveries	92	118	(26)	(22.24%)	118	(26)	(22.03%)

# TRENDING STATS



	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	12-Mo Avg	Var
APDs	17,882	18,173	18,399	18,211	18,364	18,939	19,364	18,169	19,079	17,105	19,071	19,888	17,645	18,554	(908)
Total Admissions	1,838	1,931	1,877	1,966	1,861	1,897	1,923	1,829	1,911	1,855	2,142	2,164	2,019	1,933	86
Observation Cases	924	941	900	927	1,001	871	848	926	882	808	742	724	635	875	(240)
AADC (Hospital)	579	553	581	557	587	584	603	579	591	548	586	610	604	580	24
ALOS (Adm)	6.34	6.25	6.04	6.22	5.57	6.16	6.24	6.23	6.08	5.90	5.62	5.87	5.42	6.04	(0.62)
ALOS (Obs)	1.66	1.46	1.28	1.31	1.44	1.41	1.37	1.30	1.23	1.20	1.03	0.92	0.87	1.30	(0.43)
Hospital CMI	1.89	1.92	1.76	1.93	1.92	2.03	1.90	1.90	1.99	1.84	1.77	1.82	1.77	1.89	(0.12)
Medicare CMI	2.23	2.35	2.03	2.19	2.06	2.15	2.64	2.13	2.01	1.99	1.91	2.22	2.08	2.16	(0.08)
IP Surgery Cases	760	814	790	827	800	841	857	836	898	740	786	816	813	814	(1)
OP Surgery Cases	558	577	589	630	590	674	660	661	770	637	629	718	693	641	52
Transplants	13	18	14	16	18	15	17	19	15	15	17	13	20	16	4
Total ER Visits	8,329	8,859	9,015	9,470	8,753	8,688	8,951	8,949	9,076	8,907	10,010	9,564	8,625	9,048	(423)
ED to Admission	12.95%	12.07%	12.67%	12.08%	11.89%	13.43%	12.99%	12.09%	12.68%	12.91%	13.56%	14.38%	16.32%	12.81%	3.52%
ED to Observation	10.96%	11.68%	10.54%	10.13%	11.50%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	7.08%	6.75%	9.70%	(2.95%)
ED to Adm/Obs	23.92%	23.75%	23.21%	22.21%	23.40%	23.42%	22.72%	22.10%	21.65%	21.78%	20.47%	21.46%	23.07%	22.51%	0.57%
Quick Care	17,848	18,099	18,467	18,369	15,538	14,205	15,840	15,678	16,516	17,282	21,610	21,066	17,467	17,543	(76)
Primary Care	7,537	7,147	7,562	7,753	7,052	7,423	7,903	6,894	7,772	6,300	6,759	8,108	7,198	7,351	(153)
UMC Telehealth - QC	575	577	580	566	503	468	490	456	410	535	540	620	476	527	(51)
OP Ortho Clinic	1,751	1,726	2,194	2,141	1,759	2,103	1,688	1,961	2,354	2,134	2,458	2,522	2,529	2,066	463
Deliveries	118	114	92	82	126	103	119	104	99	110	106	137	92	109	(17)

# Payor Mix Trend



## IP- Payor Mix 12 Mo Feb- 25

Fin Class	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	Feb- 25	12-Mo Avg	Feb to Avg Var
Commercial	17.11%	18.53%	17.96%	17.48%	13.69%	15.50%	17.20%	17.56%	18.12%	15.34%	16.95%	16.52%	17.76%	16.83%	0.93%
Government	3.76%	4.75%	4.29%	3.58%	4.19%	4.39%	5.38%	4.30%	4.15%	4.16%	4.26%	3.95%	4.12%	4.26%	(0.14%)
Medicaid	44.65%	42.06%	40.75%	40.11%	43.05%	44.78%	43.06%	41.22%	40.76%	40.72%	41.55%	40.63%	42.60%	41.95%	0.66%
Medicare	29.73%	29.71%	31.47%	34.07%	31.89%	29.78%	29.48%	31.56%	32.04%	33.44%	32.35%	34.73%	30.62%	31.69%	(1.07%)
Self Pay	4.75%	4.95%	5.53%	4.76%	7.18%	5.55%	4.88%	5.36%	4.93%	6.34%	4.89%	4.17%	4.90%	5.27%	(0.37%)

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

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	16.83%	18.35%	21.20%	32.32%
Government	4.26%	5.29%	5.53%	6.24%
Medicaid	41.95%	48.92%	37.09%	33.95%
Medicare	31.69%	15.97%	31.88%	25.58%
Self Pay	5.27%	11.46%	4.30%	1.92%

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$429,872,808	\$402,458,002	\$27,414,806	6.81%	●
Net Patient Revenue	\$84,278,923	\$78,022,290	\$6,256,633	8.02%	●
Other Revenue	\$2,954,326	\$3,254,556	(\$300,230)	(9.22%)	●
<b>Total Operating Revenue</b>	<b>\$87,233,249</b>	<b>\$81,276,846</b>	<b>\$5,956,403</b>	<b>7.33%</b>	●
Net Patient Revenue as a % of Gross	19.61%	19.39%	0.22%		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$82,810,458</b>	<b>\$80,527,655</b>	<b>\$2,282,803</b>	<b>2.83%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$4,422,791</b>	<b>\$749,191</b>	<b>\$3,673,600</b>	<b>490.34%</b>	●
Add back: Depr & Amort.	\$3,932,617	\$3,820,549	\$112,068	2.93%	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$8,355,408</b>	<b>\$4,569,740</b>	<b>\$3,785,668</b>	<b>82.84%</b>	●

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$3,591,538,409	\$3,514,524,292	\$77,014,118	2.19%	●
Net Patient Revenue	\$663,481,116	\$642,912,897	\$20,568,219	3.20%	●
Other Revenue	\$35,214,093	\$28,446,929	\$6,767,164	23.79%	●
<b>Total Operating Revenue</b>	<b>\$698,695,209</b>	<b>\$671,359,826</b>	<b>\$27,335,383</b>	<b>4.07%</b>	●
Net Patient Revenue as a % of Gross	18.47%	18.29%	0.18%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$706,088,137	\$677,785,822	\$28,302,314	4.18%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$7,392,928)	(\$6,425,996)	(\$966,931)	(15.05%)	●
Add back: Depr & Amort.	\$32,780,896	\$32,231,293	\$549,603	1.71%	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$25,387,969</b>	<b>\$25,805,297</b>	<b>(\$417,328)</b>	<b>(1.62%)</b>	●
Operating Margin (w/Depr & Amort.)	3.63%	3.84%	(0.21%)	-	



# SALARY & BENEFIT EXPENSE



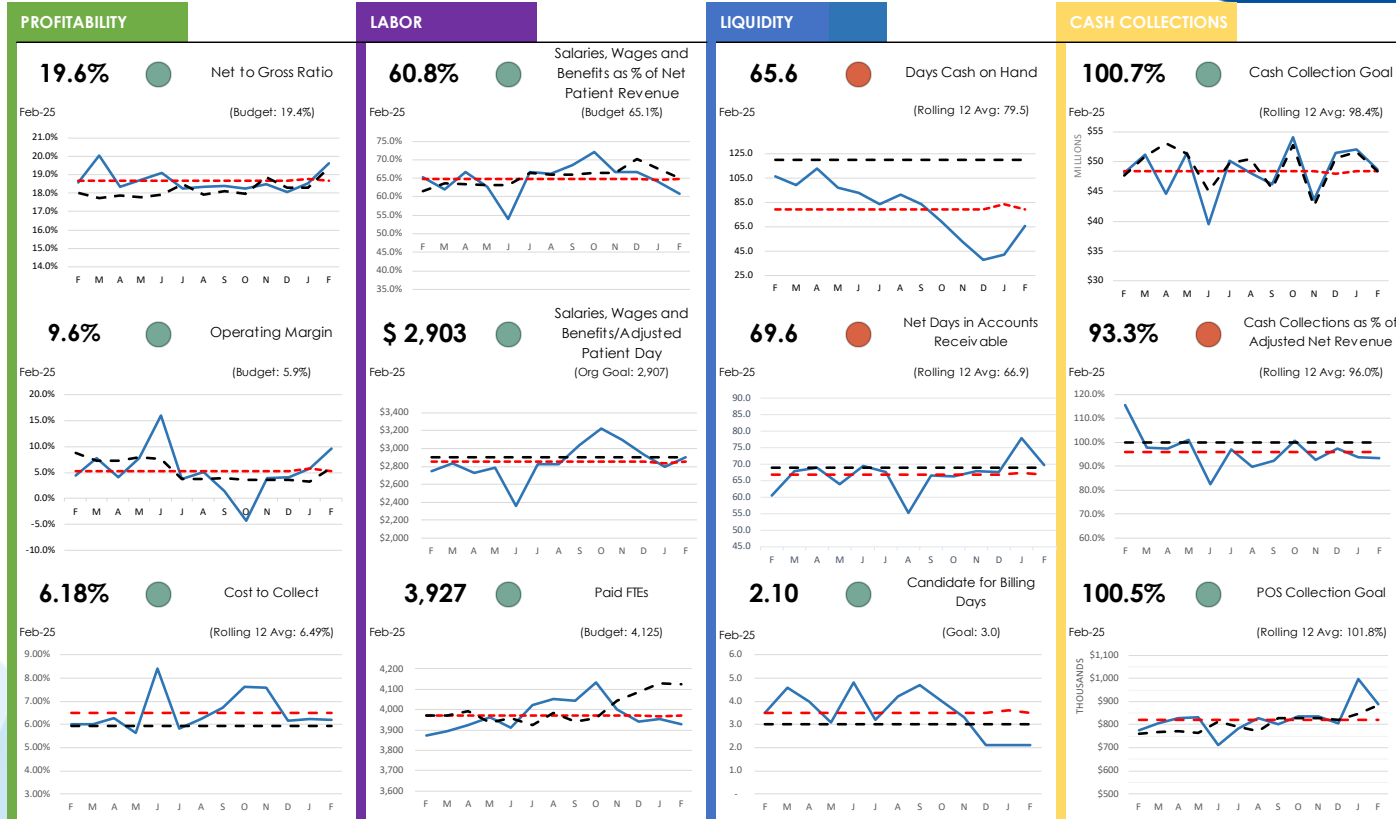
	Actual	Budget	Variance	% Variance	
Salaries	\$33,760,913	\$33,403,925	\$356,988	1.07%	●
Benefits	\$15,228,006	\$15,014,429	\$213,577	1.42%	●
Overtime	\$422,244	\$785,941	(\$363,698)	(46.28%)	●
Contract Labor	\$1,823,959	\$1,586,573	\$237,386	14.96%	●
<b>TOTAL</b>	<b>\$51,235,122</b>	<b>\$50,790,869</b>	<b>\$444,253</b>	<b>0.87%</b>	●
Paid FTEs	3,927	4,125	(198)	(4.80%)	●
Paid FTEs (Flex)	3,927	4,213	(286)	(6.80%)	●
SWB per FTE	\$13,048	\$12,314	\$734	5.96%	●
SWB/APD	\$2,904	\$2,843	\$61	2.14%	●
SWB % of Net	60.79%	65.10%	-	(4.31%)	●
AEPOB	6.23	6.46	(0.23)	(3.61%)	●

# EXPENSES FEB



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,338,246	\$2,235,361	\$102,885	4.60%	●
Supplies	\$15,450,882	\$13,917,740	\$1,533,143	11.02%	●
Purchased Services	\$7,187,445	\$6,932,362	\$255,083	3.68%	●
Depreciation	\$2,216,395	\$2,258,046	(\$41,651)	(1.84%)	●
Amortization	\$1,716,222	\$1,562,503	\$153,719	9.84%	●
Repairs & Maintenance	\$1,011,048	\$949,752	\$61,296	6.45%	●
Utilities	\$416,720	\$638,853	(\$222,133)	(34.77%)	●
Other Expenses	\$1,039,610	\$1,089,228	(\$49,618)	(4.56%)	●
Rental	\$198,768	\$152,941	\$45,827	29.96%	●
<b>Total Other Expenses</b>	<b>\$31,575,336</b>	<b>\$29,736,786</b>	<b>\$1,838,550</b>	<b>6.18%</b>	●

# KEY FINANCIAL INDICATORS FEB



Actual  
Rolling Average  
Target

# ORGANIZATIONAL GOALS FINANCE/OPERATIONS



	Q1	Q2	Jan	Feb	YTD	Target
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	\$8,798,191	\$3,063,048	\$5,171,322	\$8,355,408	\$25,387,969	\$25,805,297
Home ALOS with a target equal to or less than 4.25	4.52	4.18	4.18	4.16		4.25
ED to Observation target of 8.3%	9.91%	8.25%	7.08%	6.75%		8.30%
Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64						
SWB per APD of \$2,907	\$2,898	\$3,084	\$2,798	\$2,904		\$2,907
Adjusted EPOB of 6.64	6.62	6.70	6.16	6.23		6.64
OR First Case On Time Start (FCOTS): Target is 80%	61.40%	64.79%	68.44%	73.02%		80.00%

# 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

February 2025	January 2025	December 2024	YTD of FY2025
164,589,601	76,556,837	49,239,755	609,219,389
(48,188,853)	(25,565,857)	(41,272,833)	(289,893,429)
(50,219,374)	(40,260,641)	(53,297,480)	(392,857,693)
4,341,382	1,950,928	6,117,567	31,747,467
70,522,756	12,681,267	(39,212,991)	(41,784,266)
(1,759,580)	(505,160)	(2,832,547)	(25,444,180)
468,887	206,866	267,170	9,346,538
-	-	-	-
(20,147,492)	2,978,667	27,197,566	20,644,350
(21,438,185)	2,680,373	24,632,189	4,546,707
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	(2)
-	-	-	(2)
49,084,572	15,361,640	(14,580,803)	(37,237,560)
40,734,770	25,373,130	39,953,933	127,056,902
89,819,342	40,734,770	25,373,130	89,819,342
89,819,342	40,734,770	25,373,130	89,819,342
4,183,065	4,210,491	4,134,057	4,183,065
95,271,326	75,123,835	78,102,502	95,271,326

# FY25BALANCE SHEET HIGHLIGHTS



	Feb 2025	Jan 2025	Dec 2024
<b>CASH</b>			
Unrestricted	\$ 89.8	\$ 40.7	\$ 25.4
Restricted by donor	4.2	4.2	4.1
Internally designated	95.3	75.1	78.1
	<u>\$ 189.3</u>	<u>\$ 120.1</u>	<u>\$ 107.6</u>
<b>NET WORKING CAPITAL</b>	\$ 194.0	\$ 209.1	\$ 204.2
<b>NET PP&amp;E</b>	\$ 294.6	\$ 292.5	\$ 292.3
<b>LONG-TERM DEBT</b>	\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>	\$ 716.8	\$ 716.8	\$ 716.8
<b>NET POSITION</b>	\$ (200.7)	\$ (205.4)	\$ (206.4)

**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  
March 19, 2025

Agenda Item #

**5**

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

<b>Issue:</b>	<b>Letter of Agreement with NaphCare 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 approval by the Governing Board the Letter of Agreement with NaphCare Inc. for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5430.011  
 Fund Center: 3000850000  
 Description: Managed Care Services  
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
 Term: December 1, 2024 – November 30, 2027  
 Amount: Revenue based on volume  
 Out Clause: 120 days w/o cause

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

## **BACKGROUND:**

NaphCare Inc. (“NaphCare”) currently holds a contract with the Federal Bureau of Prisons for the provision of medical services for the inmates/residents in the custody of Residential Re-Entry Management Branch. This Letter of Agreement (“Agreement”) provides for reimbursement to UMC for outpatient, emergency room and ambulatory surgical services provided to NaphCare beneficiaries.

This Agreement shall be effective December 1, 2024, and shall continue in full force until November 30, 2027 unless terminated by either party in accordance with the Agreement.

UMC’s Director of Managed Care has reviewed and recommends approval 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  
March 19, 2025

Agenda Item #

**6**





March 6, 2025

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

RE: Letter of Agreement/Residential Re-Entry Management Branch

To Whom It May Concern:

NaphCare Inc. (“**NaphCare**”) currently holds a contract with the Federal Bureau of Prisons (the “Prime Contract”) for the provision of medical services for the inmates/residents in the custody of Residential Re-Entry Management Branch. The purpose of this Letter of Agreement (the “**LOA**” or “**Agreement**”) is to confirm an understanding on some basic, yet binding terms and conditions that we can rely upon. This Agreement shall be effective December 1, 2024, and shall continue in full force and effect for three years with the Federal Bureau of Prisons, unless terminated by either party in accordance to below herein.

For inpatient services rendered, NaphCare will reimburse University Medical Center of Southern Nevada (the “**Hospital**” or “**Provider**”) [REDACTED] of the Medicare Severity Diagnostic Related Group (**MS-DRG**) UMC geographically adjusted Medicare rate, including capital and Hospital specific adjustments (DSH, IME, etc.), established for the applicable Core-Based Statistical Area (**CBSA**). When appropriate, outlier payments calculated in accordance with Medicare reimbursement methodologies shall be made.

For outpatient, emergency room and ambulatory surgical services rendered, NaphCare will reimburse Hospital [REDACTED] of UMC geographically adjusted Medicare Ambulatory Payment Classification (**APC**) and Outpatient Prospective Payment System (**OPPS**) Rates.

For inpatient and outpatient employed physician services rendered, NaphCare will reimburse a fee based on Medicare methodologies. NaphCare will pay Hospital [REDACTED] of the current Medicare Part B Fee Schedule for applicable Payment Locality.

NaphCare will follow Medicare methodologies as well as CCI edits. All claims and supporting documentation must be filed according to CMS and CCI guidelines. Provider shall seek written prior authorization from NaphCare for services not covered under Medicare. For those approved services, NaphCare will reimburse [REDACTED] of the billed charges. If any of the fees calculated using the above Medicare methodology exceed the billed charge, Provider shall be paid the billed charge. NaphCare assumes responsibility for payment of covered services. Hospital will not seek reimbursement from the patient nor from the Federal, State, County, City agency or political subdivision responsible for patient’s health care.

For inpatient services when patient no longer meets acute care criteria, NaphCare will reimburse a fee based on a per diem rate of [REDACTED]. The per diem rate will begin the first full day after the attending physician has clinically discharged a patient from Hospital and notification of such discharge has been relayed to NaphCare. Per Diem stays shall be submitted on a separate UB-92 or UB-04 claim form. Unless deemed emergent, any medically necessary services that are outside the scope of services agreed upon for the per diem stay, shall be pre-approved by NaphCare before the services are rendered. If the per diem rate exceeds the billed charge, Hospital shall be paid the billed charge.

Clean claims are to be submitted within one hundred eighty days (180) days of the service rendered. Provider claim disputes must be submitted in writing within one hundred eighty days (180) days from the date of payment. NaphCare will provide a reply within forty-five (45) days following the receipt of your dispute notification. To be eligible for compensation, you must submit a Federal W9 Form attached to this Agreement upon execution.

Upon request, Hospital shall provide Medical records to NaphCare within ten (10) days from the date of service. Any urgent orders should be sent back with the inmate via the resident or BOP Officer.



Either party may terminate this Agreement without cause by providing one hundred twenty (120) days prior written notice to the other party. This Agreement may be terminated for cause by either party due to a breach of any of the material terms and conditions by providing ninety (90) days prior written notice to the other party. If said breach of this Agreement is not cured within ninety (90) days after written notice, this Agreement will terminate.

Hospital and NaphCare agree not to disclose any proprietary business information, including, without limitation, the terms of this Agreement, compensation, or any information pertaining to the proprietary business information of NaphCare and Hospital, to any other party except as may be specifically provided otherwise in this Agreement, or as required by law or other contractual relationships. This confidentiality agreement will survive termination of this Agreement. NaphCare acknowledges that Hospital is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public (unless otherwise declared by law to be confidential). If Hospital receives a demand for the disclosure of any information related to this Agreement that NaphCare has claimed to be confidential and proprietary, such as pricing, programs, services, business practices or procedures, Hospital will immediately notify NaphCare of such demand and NaphCare shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. NaphCare shall indemnify, and defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of NaphCare's document(s) in Hospital's custody and control that NaphCare claims to be confidential and proprietary.

Please feel free to direct any inquiries to my attention.

Sincerely,

Heather King  
Director of Contract Management  
NaphCare, Inc.  
(P) 205.406.2231  
(F) 205.545-9576  
[heather.king@naphcare.com](mailto:heather.king@naphcare.com)

**NaphCare, Inc.**

**Katherine  
Tarica**  
Digitally signed by Katherine Tarica  
DN: cn=Katherine Tarica, c=US,  
o=NaphCare, Inc, ou=EVP/COO -  
Federal Prisons,  
email=katherine.tarica@naphcare.com  
Reason: I am approving this document  
Date: 2025.03.07 07:03:18 -06'00'

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID#

\_\_\_\_\_  
NPI#

**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> N/A						
<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: 463</b>						
<b>Corporate/Business Entity Name:</b>		NAPHCARE INC				
<b>(Include d.b.a., if applicable)</b>		N/A				
<b>Street Address:</b>		2090 Columbiana Rd Ste 4000		<b>Website:</b> www.naphcare.com		
<b>City, State and Zip Code:</b>		VESTAVIA, AL 35216-2158		<b>POC Name:</b> Katherine Tarica		
<b>Telephone No:</b>		(205) 536-8400		<b>Email:</b> katherine.tarica@naphcare.com		
<b>Telephone No:</b>		(205) 536-8400		<b>Fax No:</b> (205) 536-8404		
<b>Nevada Local Street Address:</b> (If different from above)		n/a		<b>Website:</b> n/a		
<b>City, State and Zip Code:</b>		n/a		<b>Local Fax No:</b> n/a		
<b>Local Telephone No:</b>		n/a		<b>Local POC Name:</b> n/a		
				<b>Email:</b> n/a		

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).

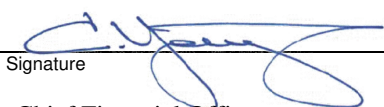
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
NaphCare US DE LLC	parent entity	0
NaphCare US Inc	holding company	100
NaphCare Nevada LLC	affiliate	0

**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  
 Chief Financial Officer  
 Title

Connie Young  
 Print Name  
 3/10/2025  
 Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Ratification of the Second 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 Second 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 2 – Extend from March 1, 2025 – May 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’.

This request is to approve an Amendment to the Agreement to extend the current expiration date for ninety days through May 31, 2025 while the parties negotiate new terms. The Amendment also provides updates to the Non-Discrimination Section. Ratification was necessary as the parties required 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  
March 19, 2025

Agenda Item #

**7**

## AMENDMENT TWO TO THE HOSPITAL SERVICES AGREEMENT

This Amendment Two to the Hospital Services Agreement (the "**Amendment**") is made and entered into, to be effective as of March 1, 2025, by and between **Optum Health Networks, 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 II, Section 2.11 Non-Discrimination** shall be deleted in its entirety and replaced with the following:

Non-Discrimination and Ensuring Equitable Access to Members. Hospital shall not differentiate or discriminate in providing Hospital Services to OptumCare Members. Hospital shall render Hospital Services to OptumCare Members in the same manner, in accordance with the same standards, and within the same time availability as offered to any other patients of Hospital. Hospital agrees services are provided to OptumCare Members in a culturally competent manner and promotes equitable access to services for:

- a) people with limited English proficiency or reading skills;
- b) people of ethnic, cultural, racial, or religious minorities;
- c) people with disabilities;
- d) people who identify as lesbian, gay, bisexual, or other diverse sexual orientations;
- e) people who identify as transgender, nonbinary, and other diverse gender identities, or people who were born intersex;
- f) people who live in rural areas and other areas with high levels of deprivation; and
- g) people otherwise adversely affected by persistent poverty or inequality.

2. **Article VII, Section 7.1 Term of Agreement** shall be extended ninety (90) days expiring on May 31, 2025. Both parties agree to work in good faith to negotiate new terms with an effective date of March 1, 2025.


3. **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.


4. **Miscellaneous.** This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and 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.**

**HOSPITAL**  
**UNIVERSITY MEDICAL CENTER OF**  
**SOUTERN NEVADA**

By:   
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
John C. Rhodes, MD  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
President & CEO  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
2/27/2025  
\_\_\_\_\_  
Date

By:   
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Mason Van Houweling  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
CEO  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
2/28/2025  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
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: Optum: 3,160</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> www.optum.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>POC Name:</b> Tony Alamo, MD		
				<b>Email:</b> antonio.alamo@optum.com		
<b>Telephone No:</b>		702-242-7539		<b>Fax No:</b> 855-277-7021		
<b>Nevada Local Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> www.optum.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>Local Fax No:</b> 855-277-7021		
<b>Local Telephone No:</b>		702-242-7539		<b>Local POC Name:</b> Tony Alamo, MD		
				<b>Email:</b> antonio.alamo@optum.com		

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

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

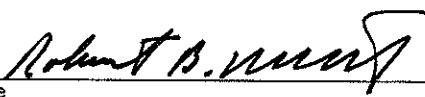
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealth Group		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  Title	Robert B. McBeath Print Name  <div style="text-align: center;">11/8/2022</div> 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

## Leadership

Andrew Witty / Chief Executive Officer / UHG  
Dirk McMahon / President, Chief Operation Officer / UHG  
John Rex / Executive Vice President, Chief Financial Officer / UHG  
Cory B. Alexander / Strategic Advisor / UHG  
Rupert Bondy / Executive Vice President, Chief Legal Officer / UHG  
Heather Cianfrocco / Chief Executive Officer / Optum RX  
Terry M. Clark / Chief Marketing Officer / UHG  
Sandeep Dadlani / Executive Vice President, Chief Digital and Technology Officer / UHG  
Ranju Das / Chief Executive Officer / Optum Labs  
Wyatt Decker, MD / Chief Executive Officer / Optum Health  
Joy Fitzgerald / Senior Vice President, Chief Diversity, Equity & Inclusion Officer / UHG  
Patricia L. Lewis / Executive Vice President, Chief Sustainability Officer / UHG  
Tracy Malone / Senior Vice President / UHG  
Richard Mattera / Senior Vice President, Chief Development Officer / UHG  
Phil McKoy / Chief Information Officer / Optum  
Erin McSweeney / Executive Vice President / Chief People Officer / UHG  
John Prince / Chief Operating Office / Optum  
Tom Roos / Senior Vice President, Chief Accounting Officer / UHG  
Dan Schumacher / Chief Executive Officer / Optum Insight and Chief Strategy & Growth Officer / UHG  
Jennifer Smoter / Senior Vice President, Chief Communications Officer / UHG  
Zack Sopack / Senior Vice President, Investor Relations / UHG  
Brain Thompson / Chief Executive Officer / UHG  
Margaret-Mary Wilson, MD / Executive Vice President, Chief Medical Officer / UHG  
Norman Wright / Executive Vice President, Health Equity Strategy / UHG

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

<b>Issue:</b> <b>Amendment One to the Hospital Participation Agreement with Prominence HealthFirst</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 Amendment One to the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; 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 1 – December 1, 2024 – December 31, 2025	
Amount: Revenue based on volume	
Out Clause: 90 days w/o cause	

**BACKGROUND:**

On January 25, 2023, the Governing Board approved the new Hospital Participation Agreement between Prominence HealthFirst (“Prominence”) and University Medical Center (“UMC”) to provide its members access to UMC for medically necessary healthcare services. The Agreement term is from January 1, 2023 through December 31, 2025, unless terminated without cause with a 90 day written notice to the other party.

This is a request to amend the Agreement by updating the Professional and Urgent Care billing codes and to increase the payment rates on Exhibit A. This amendment is effective from December 1, 2024 through December 31, 2025.

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

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

Cleared for Agenda  
March 19, 2025

Agenda Item #

**8**

**AMENDMENT ONE  
TO THE PROMINENCE HEALTHFIRST  
HOSPITAL PARTICIPATION AGREEMENT**

THIS AMENDMENT ("Amendment") is made to be effective on **December 1, 2024**, between **Prominence HealthFirst ("Health Plan")** and **University Medical Center of Southern Nevada ("Hospital")** and hereby amends the Hospital Participation Agreement ("Agreement") effective January 1, 2023. Health Plan and Facility may be individually referred to herein as a "**Party**" and collectively as the "**Parties**."

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth herein, the Parties do hereby agree to amend the Agreement as follows:

1. Exhibit A Fee Schedule for Standard Commercial Plan UMC that included HCPC Code: S9093 and a requirement to bill Urgent Care and Professional claims on a UB is deleted in its entirety and replaced with the attached Exhibit A that includes a case rate with the same reimbursement to be billed on a CMS 1500 for codes listed 99202-99205 & 99211-99215.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives.

**Prominence HealthFirst  
("Health Plan")**

Signed:  \_\_\_\_\_

Print Name: Kamal Jemmoua

Title: Chief Executive Officer

Date: March 11, 2025

**University Medical Center of Southern  
Nevada  
("Hospital")**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID Number: **86-6000436**

**EXHIBIT A**  
**Prominence Commercial Plan**  
**Payment Rules**

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

**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) N/A</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: 18</b>						
<b>Corporate/Business Entity Name:</b>		Prominence HealthFirst				
<b>(Include d.b.a., if applicable)</b>		Prominence Health Plan				
<b>Street Address:</b>		8311 W. Sunset Road Suite 105		<b>Website:</b> prominencehealthplan.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>POC Name:</b> Philip Ramirez <b>Email:</b> philip.ramirez@uhsinc.com		
<b>Telephone No:</b>		775-770-9348		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address: (If different from above)</b>		N/A		<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)
Prominence Holdings, LLC	Entity	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  Chief Compliance Officer Title	Philip Ramirez Print Name  1/5/2023 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	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)

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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>TRICARE Amendment to Institution Agreement with TriWest Healthcare Alliance 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 Amendment to the Institution Agreement with TriWest Healthcare Alliance Corporation for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5430.011  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: Evergreen since 2008  
Amount: Revenue based on volume  
Out Clause: 90 days w/o cause

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

**BACKGROUND:**

On November 5, 2008, the Board of Hospital Trustees approved the perpetual Institution Agreement (“Agreement”) with TriWest Healthcare Alliance Corporation (“TriWest”). TriWest is responsible for the management of the Department of Defense’s TRICARE (T5) program in the West Region, which includes Nevada.

This request is to amend the Agreement with TriWest to update the increased reimbursement rates and to incorporate additional definitions to the TRICARE Program Terms and Conditions.

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

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

Cleared for Agenda  
March 19, 2025

Agenda Item #

**9**

February 11, 2025

Dear Valued Provider,

TriWest Health Care Alliance (TriWest) thanks you for being a valued provider in serving the Veteran community under the U.S. Department of Veterans Affairs (VA) Community Care Network (CCN)! Over the past ten years, working alongside providers like you, TriWest has delivered more than 63 million total health care encounters for Veterans. We humbly thank you for your commitment and service to increase access to high quality care!

We are proud to announce that TriWest has been awarded the TRICARE (T-5) contract – a privilege that we previously had for 17 years from 1996 to 2013. Beginning on January 1, 2025 – the start of health care delivery – TriWest will serve the U.S. Department of Defense (DOD) and TRICARE beneficiaries in the new West Region, which includes your state.

To ensure a smooth transition, we are pleased to notify you that your existing provider contract has been automatically amended to incorporate the terms and conditions of TRICARE, allowing your team to serve the health care needs of those who qualify under the DOD TRICARE contract. Eligible TRICARE beneficiaries include: active duty service members, active duty family members, National Guard and Reserve members, their family members, military retirees and retiree family members, survivors, and certain former spouses.

This means that as a part of our already established network, beginning January 1, 2025, your team will be able to provide care for TRICARE beneficiaries in the military community, in addition to the care you currently deliver to our nation's Veterans through VA's CCN.

If you have previously served the unique military community under TRICARE, we thank you for your unwavering support! Being part of one network serving both the military and Veteran communities gives us the ability to deliver on our nation's promise to deliver quality, convenient health care to these deserving populations. TriWest remains committed to providing a high level of service, one you can continue to rely on as we expand during this new chapter together, where, on average, 99% of clean claims are processed in less than 10 days!

Thank you for responding **by signing and returning this agreement as soon as possible. This amendment will take effect once all parties have signed.** We are honored to have you and your team as part of our network. If you have any questions, please feel free to contact us at [providerservices@triwest.com](mailto:providerservices@triwest.com). For more information about the auto-amendment or the TRICARE network please visit: [www.triwest.com/provider](http://www.triwest.com/provider).

Thank you for your continued partnership as we are On a Mission to Serve® our nation's heroes. We are humbled to team up with you on this most honorable journey.

Sincerely,

TriWest Healthcare Alliance

Attachment: TRICARE T-5 Provider Contract

## PROFILE SHEET

<b>W9/LEGAL BUSINESS NAME</b>	University Medical Center of Southern Nevada
<b>FEDERAL TAX ID #</b>	88-6000436
<b>PRIMARY PHYSICAL ADDRESS</b>	1800 W. Charleston Blvd
<b>PRIMARY PHYSICAL CITY</b>	Las Vegas
<b>PRIMARY PHYSICAL STATE</b>	Nevada
<b>PRIMARY PHYSICAL ZIPCODE</b>	89102
<b>PRIMARY CONTACT PERSON</b>	Kimberly Carroll
<b>PRIMARY TITLE</b>	Director of Managed Care
<b>PRIMARY PHONE</b>	(702) 383-3982
<b>PRIMARY AUTHORIZATION FAX</b>	
<b>PRIMARY EMAIL</b>	kimberly.carroll@umcsn.com
<b>BILLING ADDRESS LINE 1</b>	P.O. Box 749556
<b>BILLING CITY</b>	Los Angeles
<b>BILLING STATE</b>	California
<b>BILLING ZIP</b>	90074-9556
<b>BILLING CONTACT PERSON</b>	Kimberly Hart
<b>BILLING PHONE</b>	(702) 383-3762
<b>BILLING FAX</b>	(702) 383-2088
<b>BILLING EMAIL</b>	kimberly.carroll@umcsn.com

## ***AMENDMENT TO THE Institution AGREEMENT TRICARE TERMS AND CONDITIONS***

These TriWest TRICARE Terms and Conditions (“T & C” or “TRICARE Terms and Conditions”) are hereby incorporated by this reference into the Institution Agreement (“Agreement”) by and between University Medical Center (“Provider”) and TriWest Healthcare Alliance Corporation, a Delaware close corporation, (“TriWest”), as if fully set forth therein and is hereby effective as of the Effective Date of the Agreement. All defined terms used herein shall have the same meanings set forth in the Agreement unless otherwise specified herein. Provider shall provide TRICARE Beneficiaries (defined below) with the services described herein (“TRICARE Covered Services”) pursuant to those TriWest TRICARE Terms and Conditions.

**PURPOSE:** The purpose of these T & C is to include Provider in a network to provide health care services to TRICARE Beneficiaries under the TRICARE program and to establish the terms of participation in the TRICARE program.

All of the terms of the Agreement remain in full force and effect and apply to Provider’s participation in the TRICARE program. In the event of a conflict between the terms of these TriWest TRICARE Terms and Conditions and the terms of the Agreement, the terms of these TriWest TRICARE Terms and Conditions shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the TRICARE program and are hereby incorporated into the Agreement as contractually binding terms.

1. **DEFINITIONS:** For purposes of these TriWest TRICARE Terms and Conditions, the following definitions shall apply. Additionally, applicable TRICARE Requirements definitions are incorporated by reference and shall also apply:

Adequate Medical Documentation, Medical Treatment Records- Adequate medical documentation contains sufficient information to justify the diagnosis, the treatment plan, and the services and supplies furnished. Under TRICARE/CHAMPUS, it is required that adequate and sufficient clinical records be kept by health care provider(s) to substantiate that specific care was actually and appropriately furnished, was medically necessary and appropriate, and to identify the individual(s) who provided the care. All procedures billed must be documented in the records. In determining whether medical records are adequate, the records will be reviewed under the generally acceptable standards such as the applicable Joint Commission (formally Accreditation of Healthcare Organizations) standards, the Peer Review Organization (PRO) standards (and the provider's state or local licensing requirements) and other requirements specified by TRICARE Requirements. In general, the documentation requirements for a professional provider are not less in the outpatient setting than the inpatient setting.

Authorized Provider- A hospital or institutional provider, physician, or other individual professional provider, or other provider of services or supplies specifically authorized to provide benefits under CHAMPUS pursuant to TRICARE Requirements. Provider shall be an Authorized Provider.

Balance Billing- A provider seeking any payment, other than any payment relating to applicable deductible and cost sharing amounts, from a beneficiary for TRICARE/CHAMPUS covered services for any amount in excess of the applicable TRICARE/CHAMPUS allowable cost or charge. Balance billing is prohibited.

Beneficiary Liability- The legal obligation of a beneficiary, his or her estate, or responsible family member to pay for the costs of medical care or treatment received. Specifically, for the purposes of services and supplies covered by TRICARE, beneficiary liability includes any annual deductible amount or cost-sharing amounts. Beneficiary liability also includes any expenses for medical or related services and supplies not covered by TRICARE.

Civilian Health and Medical Program of the Uniformed Services (“CHAMPUS”) - A term also used for TRICARE and as referenced by the relevant authorities, including TRICARE Requirements. TRICARE and CHAMPUS shall be considered synonymous and interchangeable terms for the purpose of these TRICARE Terms and Conditions and the TriWest TRICARE Provider Handbook.

CHAMPUS Maximum Allowable Charge (“CMAC”) – CMAC is a nationally determined allowable charge level that is adjusted by locality indices and generally, but not always, is equal to or greater than the Medicare Fee Schedule amount.

Defense Health Agency (“DHA”) - A joint, integrated combat support agency that enables the Army, Navy, and Air Force medical services to provide a medically ready force and ready medical force to combatant commands in both peacetime and wartime. DHA is considered part of the government.

Director- The Director of the Defense Health Agency, Director, TRICARE Management Activity, or Director, Office of CHAMPUS. Any references to the Director, Office of CHAMPUS, or OCHAMPUS, or TRICARE Management Activity, shall mean the Director, Defense Health Agency (DHA). Any reference to Director shall also include any person designated by the Director to carry out a particular authority. In addition, any authority of the Director may be exercised by the Assistant Secretary of Defense (Health Affairs).

Director, TRICARE Management Activity- This term includes the Director, TRICARE Management Activity, the official sometimes referred to in this part as the Director, Office of CHAMPUS (or OCHAMPUS), or any designee of the Director, TRICARE Management Activity or the Assistant Secretary of Defense for Health Affairs who is designated for purposes of an action under TRICARE.

Department of Defense (“DOD”)-The Department of Defense is responsible for providing the military forces of the United States of America needed to deter war and protect the security of the country. DOD is also considered part of the government.

Medical Emergency/Emergencies- The sudden and unexpected onset of a medical condition or the acute exacerbation of a chronic condition that is threatening to life, limb, or sight, and requires immediate medical treatment or which manifests painful symptomatology requiring immediate palliative efforts to alleviate suffering. Medical Emergencies include heart attacks, cardiovascular accidents, poisoning, convulsions, kidney stones, and such other acute medical conditions as may be determined to be Medical Emergencies by the Director, CHAMPUS, TriWest, or a designee. In the case of a pregnancy, a Medical Emergency must involve a sudden and unexpected medical complication that puts the mother, the baby, or both, at risk. Pain would not, however, qualify a maternity case as an emergency, nor would incipient birth after the 34th week of gestation; unless an otherwise qualifying, medical condition is present. Examples of Medical Emergencies related to pregnancy or delivery are hemorrhage, ruptured membrane with prolapsed cord, placenta previa, abruptio placenta, presence of shock or unconsciousness, suspected heart attack or stroke, or trauma (such as injuries received in an automobile accident).

Medically (or Psychologically) Necessary preauthorization- A pre (or prior) authorization for payment for medical/surgical or psychological services based upon criteria that are generally accepted by qualified professionals to be reasonable for diagnosis and treatment of an illness, injury, pregnancy, and mental disorder. Provider reimbursement may be reduced or claims denied if services were provided without appropriate Preauthorization.

Military Health System (“MHS”)- Means the system that is operated by the United States Department of Defense and is responsible for providing health services through both Military Treatment Facilities and private sector care to TRICARE eligible beneficiaries, composed of uniformed service members, military retirees, and family members. MHS is also considered part of the government.

Military Treatment Facility (“MTF”)- Means a military facility that operate within the Military Health System provide and direct care of TRICARE Beneficiaries. MTFs are also considered part of the government.

Participating Provider- A TRICARE/CHAMPUS-authorized provider that is required, or has agreed by entering into a TRICARE/CHAMPUS participation agreement or by act of indicating “accept assignment” on the claim form, to accept the TRICARE/CHAMPUS-allowable amount as the maximum total charge for a service or item rendered to a TRICARE/CHAMPUS Beneficiary, whether the amount is paid for fully by TRICARE/CHAMPUS or requires cost-sharing by the TRICARE/CHAMPUS Beneficiary. Provider agrees to be a Participating Provider pursuant to this definition and in accordance with TRICARE Requirements.

Preauthorization- A decision issued in writing, or electronically by the Director, TRICARE Management Activity, TriWest, or a designee, that TRICARE benefits are

payable for certain services that a beneficiary has not yet received. The term prior authorization is commonly substituted for preauthorization and has the same meaning. Provider reimbursement may be reduced or claims denied if services were provided without appropriate Preauthorization. Preauthorization is not a guarantee of payment of a claim.

TRICARE Beneficiary/Beneficiaries/MHS Eligible Beneficiary- an individual who has been determined to be eligible for TRICARE/CHAMPUS benefits as set forth in TRICARE Requirements. TRICARE Beneficiary programs include TRICARE Prime and TRICARE Select.

TRICARE/TRICARE Program –a component of the Military Health System (MHS). The TRICARE Program is the means by which managed care activities designed to improve the delivery and financing of health care services in MHS are carried out.

TRICARE Covered Services – Services, items and supplies for which benefits are available to TRICARE Beneficiaries in accordance with the rules, regulations, policies and instructions of DHA and DOD.

TRICARE Requirements- Title 10, United States Code, Chapter 55; 32 CFR Part 199; TRICARE Policy Manual (TPM); TRICARE Reimbursement Manual (TRM); TRICARE Operations Manual (TOM); and TriWest TRICARE Provider Handbook and TriWest Policies and Procedures. As of the Effective Date of these TRICARE Terms and Conditions, TRICARE Manuals may be found at: <https://manuals.health.mil/>. TRICARE Requirements applicable to Provider are hereby incorporated by reference into these TRICARE Terms and Conditions as if fully set out herein.

TriWest TRICARE Provider Handbook (Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the TRICARE program, as established and published by TriWest for Participating Providers, and as may be amended from time to time by TriWest in accordance with the provisions of the Agreement.

## **TERMS AND CONDITIONS**

2. Provider must comply with applicable TRICARE Requirements. Provider must comply with TriWest rules, requirements, policies, and procedures, including the TriWest TRICARE Provider Handbook, as amended from time to time, and shall treat TRICARE Beneficiaries pursuant to the terms and conditions of both these TRICARE Terms and Conditions and the Agreement as applicable, and in accordance with TRICARE Requirements. Provider acknowledges and agrees that TriWest must administer the TRICARE managed care services in accordance with TRICARE Requirements.
3. Provider agrees to accept the Reimbursement Rates set forth in Exhibit 1 to these TriWest TRICARE Terms and Conditions, including any discounts or applicable reductions including, but not limited to reductions for not obtaining Preauthorization when required or for not following utilization review requirements, as payment in full for the provision of TRICARE Covered Services to TRICARE Beneficiaries/MHS Eligible Beneficiaries.



Preauthorization is not a guarantee of payment of a claim. Provider agrees to participate on all claims and/or charges regardless if a discount applies. TRICARE Requirements shall apply to the administration and processing of claims and applicable reimbursement for the provision of TRICARE Covered Services. Provider must promptly return amounts overpaid and/or erroneous payments pursuant to these TriWest TRICARE Terms and Conditions and in accordance with TRICARE Requirements. TriWest will pay interest on claims when required by TRICARE Requirements.

4. Provider shall not Balance Bill TRICARE Beneficiaries and shall not charge the TRICARE Beneficiary for the following:
  - a. Services for which the Provider is entitled to payment from TRICARE/CHAMPUS
  - b. Services for which the TRICARE Beneficiary would be entitled to have TRICARE/CHAMPUS payment made had the Provider complied with certain procedural requirements.
  - c. Services not medically necessary and appropriate for the clinical management of the presenting illness, injury, disorder, or maternity
  - d. Services for which a TRICARE Beneficiary would be entitled to payment but for a reduction or denial in payment as a result of quality review
  - e. Services rendered during a period in which the Provider was not in compliance with one or more conditions of authorization
5. Provider shall comply with the applicable TRICARE Requirements including, but not limited to the following:
  - a. Provider shall accept the TRICARE/CHAMPUS determined allowable payment combined with the cost-share, deductible, and other health insurance amounts payable by, or on behalf of, the TRICARE Beneficiary, and in accordance with Paragraph 3 of these T & C, as full payment for TRICARE/CHAMPUS allowed services.
  - b. Provider shall collect from the TRICARE/CHAMPUS Beneficiary those amounts that the TRICARE Beneficiary has a liability to pay for the TRICARE/CHAMPUS deductible and cost-share.
  - c. Provider shall permit access by the Director, TRICARE/CHAMPUS, TriWest, or designee, to (i) the clinical record of any TRICARE/CHAMPUS Beneficiary, (ii) to the financial and organizational records of the provider, and (iii) to reports of evaluations and inspections conducted by state, private agencies or organizations. Provider shall not charge the Director, TriWest or any designee for access to records required by this provision.
  - d. Provider shall provide the Director, TRICARE/CHAMPUS, TriWest or designee, prompt written notification of the Provider's employment of an individual who, at any time during the twelve months preceding such employment, was employed in a managerial, accounting, auditing, or similar capacity by an agency or organization which is responsible directly or indirectly for decisions regarding Department of Defense payments to Provider.
  - e. Provider shall cooperate fully with a designated utilization and clinical quality management organization that has a contract with the Department of Defense for the geographic area in which the provider renders services and/or with TriWest's

- utilization and clinical quality management activities as the managed care support contractor for the Department of Defense.
- f. Provider hereby agrees and consents to any and all background checks required by TRICARE Requirements.
  - g. Provider shall obtain written authorization before rendering designated services or items for which TRICARE/CHAMPUS cost-share may be expected.
  - h. Provider shall maintain clinical and other records related to individuals for whom TRICARE/CHAMPUS payment was made for services rendered by the Provider, or otherwise under arrangement, for a period of sixty (60) months from the date of service.
  - i. Provider shall maintain Adequate Medical Documentation and Medical Treatment Records, including contemporaneous clinical records that substantiate the clinical rationale for each course of treatment, periodic evaluation of the efficacy of treatment, and the outcome at completion or discontinuation of treatment.
  - j. Provider shall refer TRICARE/CHAMPUS Beneficiaries only to providers with which the referring provider does not have an economic interest, as defined in TRICARE Requirements; and limit services furnished under arrangement to those for which receipt of payment by the TRICARE/CHAMPUS authorized provider discharges the payment liability of the beneficiary.
  - k. Provider shall comply with TRICARE Requirements applicable to third-party agent (agency) billing arrangements.
6. Providers shall be Medicare participating as applicable. The requirement for Medicare participation applies only to providers that are recognized under Medicare and are eligible to participate with Medicare. This does not mean that a TRICARE-authorized provider not recognized under Medicare is exempt from joining a TRICARE network; it means that such a provider is exempt from the Medicare participation requirement. For the purposes of these TriWest TRICARE Terms and Conditions, "Medicare participating" is interpreted to mean participation on a claim-by-claim basis. Participation on a claim-by-claim basis means that while network providers must agree to participate with Medicare on all claims that involve a TRICARE Beneficiary (dual-eligible claims), they are not required to enter into a participation agreement with Medicare (individual and other non-institutional providers are not required to sign a Centers for Medicare and Medicaid Services (CMS) 460 Form or successor form) as a prerequisite to joining a TRICARE network.
7. Provider must cooperate fully with any government audit or investigation. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state laws and regulations. Provider's participation in TRICARE under the Agreement and/or these TriWest TRICARE Terms and Conditions may be immediately terminated, suspended, reduced, or limited to the extent required or authorized by TRICARE Requirements and/or at the direction of DHA. Provider's obligation to fully cooperate with any government investigation or audit regardless of any action specified in this Paragraph 7 shall survive termination of the Agreement and TriWest TRICARE Terms and Conditions.
8. Provider must comply with TRICARE Beneficiary minimum appointment access standards specified in TRICARE Requirements and TriWest TRICARE Provider

Handbook. Provider must cooperate with TriWest efforts to facilitate and/or improve compliance with minimum appointment access standards, including promptly responding to TRICARE Beneficiary complaints and concerns.

9. The Provider shall participate in TRICARE on all claims and submit claims on behalf of all TRICARE Beneficiaries for which TRICARE Covered Services are provided. The submission of a claim certifies that the services shown are Medically Necessary and indicated for the health of the patient. Submission of a claim by a physician or supplier, or their representative, certifies that the services were personally furnished or furnished incident to professional service by an employee under immediate personal supervision, except as otherwise permitted by Medicare or TRICARE Requirements. All claims for TRICARE Covered Services must be submitted to TriWest's subcontractor for claims processing in accordance with the TriWest TRICARE Provider Handbook and no later than one year after services are provided. Timely filing may only be extended pursuant to those circumstances allowed by TRICARE Requirements. Provider shall submit claims for TRICARE Covered Services on behalf of TRICARE Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest TRICARE Provider Handbook and TRICARE Requirements. Any claim resubmission, dispute, or appeal may only be submitted in accordance with the Agreement, TriWest TRICARE Provider Handbook and TRICARE Requirements. TRICARE is always secondary payer except to Medicaid. As such, other health insurance shall be billed first. In the event of any conflict between the Agreement, TriWest TRICARE Terms and Conditions, and TRICARE Requirements, TRICARE Requirements shall have first precedence, followed by these TRICARE Terms and Conditions.
10. Provider shall make available and transmit to the government accurate, complete and legible clinical records and information (Adequate Medical Documentation, Medical Treatment Records) pertaining to the care delivered, pursuant to referrals or orders from MTF providers and in compliance with applicable privacy and confidentiality laws and regulations when returning such records and information and in accordance with the TRICARE Requirements and TriWest TRICARE Provider Handbook.
11. Provider shall maintain medical malpractice insurance coverage consistent with state legal requirements, local community standards and meet the requirements specified in the TriWest TRICARE Provider Handbook and other applicable TRICARE Requirements. Insurance coverage may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than three (3) years after the end of the contract term must also be provided. Provider shall promptly produce evidence acceptable to TriWest and the government of such medical malpractice insurance coverage pursuant to the requirements contained in the TriWest TRICARE Provider Handbook and as required by TriWest on an ad-hoc basis. TriWest acknowledges that Provider is Self-Insured and maintains its own insurance.
12. Provider agrees to indemnify, defend, and hold harmless TriWest, and the government, including, but not limited to DHA and DOD, from any and all claims, judgments, costs, liabilities, damages and expenses, including attorney's fees, whatsoever, arising from any acts or omissions in the provision of medical services provided by the Provider to TRICARE Beneficiaries/MHS eligible beneficiaries to the extent allowable by law.

13. Provider must provide TRICARE Beneficiaries with TRICARE Covered Services that are medical necessary, appropriately authorized, and comply with TRICARE Requirements for the provision of TRICARE Covered Services. Provider must comply with all TRICARE Requirements, TriWest published policy and procedures, and the TriWest TRICARE Provider Handbook, including but not limited to Provider training, Prior/Pre-Authorization, referrals, clinical quality management, peer review, credentialing, medical management, emergent care for Medical Emergencies, and utilization management.
14. Provider shall provide copies of Medical Treatment Records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance activities and HEDIS. Provider shall provide copies of Medical Treatment Records to TriWest by the date or timeframe specified by TriWest for conducting utilization review. Unless otherwise specified in TRICARE Requirements or these TriWest TRICARE Terms and Conditions, TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of Medical Treatment Records, including but not limited to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA-compliant, encrypted format.
15. Provider shall notify TriWest or Subcontractor as applicable, of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify TriWest or Subcontractor as applicable at least sixty (60) days prior to the date of the change, or at the earliest opportunity if such prior notice is impracticable. If advance notification is not possible, Provider shall notify TriWest or Subcontractor as applicable no later than fourteen (14) days after the effective date of the change.
16. Provider shall not advertise the award of the Agreement or these TriWest TRICARE Terms and Conditions in any advertisement in such a manner as to state or imply that the DOD or DHA endorses a service, product, project or commercial line of endeavor.
17. Requirements specific to Institutional Providers (IP) and TriWest as incoming contractor. IP agrees to comply with the following:
  - a. IP shall cooperate with an incoming contractor in the assumption and conduct of review activities.
  - b. IP shall allocate adequate space for the conduct of any on-site review.
  - c. IP shall deliver to the incoming contractor a paper or electronic copy of all required information within thirty (30) calendar days of a request for off-site reviews.
  - d. IP shall provide all beneficiaries, in writing, their rights and responsibilities (e.g., "An Important Message from TRICARE" (TOM Chapter 7, Addendum A), "Hospital Issued Notice of Noncoverage" (TOM Chapter 7, Addendum B).
  - e. IP shall inform the incoming contractor within one (1) business day if they issue a notice that the beneficiary no longer requires inpatient care.
  - f. IP shall assure that each case subject to preadmission or pre-procedure review has been reviewed and approved by the incoming contractor.

- g. IP agrees, when IP fails to obtain certification as required, IP shall accept full financial liability for any admission subject to preadmission review that was not reviewed and is subsequently found to be medically unnecessary or provided at an inappropriate level (32 CFR 199.15(g)).
  - h. TriWest will notify the Primary Care Manager (PCM) (if the TRICARE Beneficiary is enrolled in TRICARE Prime) within one (1) business day of the inpatient discharge.
  - i. TriWest in its role as incoming contractor shall reimburse IP for costs of providing documents pursuant to this section using the same reimbursement as Medicare.
  - j. TriWest in its role as incoming contractor shall provide detailed information on the review process and criteria used, including financial liability incurred by IP by failing to obtain preauthorization.
18. Requirements for Urgent Care Centers (“UCC”) for TRICARE Beneficiaries that are TRICARE Prime (“TRICARE Prime Beneficiary”). UCC agrees to comply with the following with respect to TRICARE Prime Beneficiaries:
- a. The UCC shall submit a Clear and Legible Report (CLR) of the UCC Encounter within two (2) business days to the MTF where the TRICARE Prime Beneficiary is enrolled.
    - i. The CLR shall include encounter specifics (histories and physicals, progress notes, notes of Episodes of Care (EOC) and other patient information (such as laboratory reports, x-rays readings, operative reports and discharge summaries).
    - ii. The CLR shall include any follow-up appointments recommended during the UCC visit.
  - b. The UCC must advise TRICARE Prime Beneficiaries enrolled to an MTF that non-emergency follow-on care should be sought at the enrollee’s MTF primary care manager whenever possible.
19. Requirements applicable to DOD’s Comprehensive Autism Demonstration (“ACD”):
- a. Providers that provide services to TRICARE Beneficiaries enrolled in the ACD shall comply with all TRICARE Requirements applicable to the ACD, including but not limited to TOM, Chapter 18, Section 3.
20. Provider understands and agrees that TRICARE and TriWest have no obligation under the terms of the Agreement or these T & C to refer TRICARE Beneficiaries to Provider for services.
21. SURVIVABILITY: Paragraphs 2, 3, 4, 5, 7, 9, 11 (specifically, tail coverage requirements), 12 & 14 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

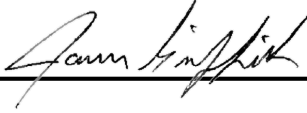
*Signatures appear on the following page.*

Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Accepted by TriWest:

TriWest Healthcare Alliance Corp.

Signature



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Provider:

University Medical Center of  
Southern Nevada

By:

---

Date: 3/10/2025

---

Date:

---

James Griffith

Chief Administrative Officer

Print Name:

Title:

Whose main address is:

P.O. Box 42049

Phoenix,

AZ 85053

Fax # (866) 549 - 4618

Tax Id Number:

886000436 Whose main

address is: 1800 W

Charleston Blvd Las Vegas

Nevada, 89102

Fax: (702) 671-6595

**EXHIBIT 1**  
**TRICARE TERMS AND CONDITIONS**  
**REIMBURSEMENT RATES**

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



***Exhibit 2 to the TRICARE Terms and Conditions***  
***Facility Listing***

Add Facility Name, TIN and Check all services provided.

Facility Name	Tax ID Number	Inpatient Services										All Other Services								
		Inpatient Services	Rehabilitation Services	Skilled Nursing	Swing Bed	Behavioral Health Inpatient	Behavioral Health PHP	Behavioral Health RTC	Behavioral Health SUDRF	Hospice & Palliative Care	Long Term Acute Care	Outpatient	Behavioral Health Outpatient	Ambulatory Surgery Center	Professional Services	Ancillary Services	Dialysis	Home Infusion	Home Health Services	Urgent & Emergency Services
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	886000436	XX										XX		XXX						X

## 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: 18 Active Employees in Clark County, NV</b>						
<b>Corporate/Business Entity Name:</b>		TriWest Healthcare Alliance Corp.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1581 Noth 28 <sup>th</sup> Avenue		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Phoenix, Arizona 85053		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>		602 564-2357		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<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.

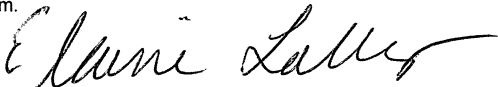
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
TriWest Alliance, Inc.	Delaware Close Corp.	100%

**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	Elaine Labeledz Print Name
SVP, Investor Relations Title	12/19/24 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

**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.

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

<b>Issue:</b> Interlocal Agreement with Clark County	<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 UMC to receive a cost reimbursement for the construction of the Crisis Stabilization Center; 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: Crisis Stabilization Center Construction Cost Reimbursement	
Bid/RFP/CBE: N/A	
Term: Effective Date through 6/30/2025	
Amount: Receive \$1,357,264 from Clark County	
Out Clause: 30 days w/o cause	

**BACKGROUND:**

This request is to enter into a new Interlocal Agreement (“Agreement”) with Clark County for UMC to receive a reimbursement amount of \$1,357,264 for costs associated to purchase capital equipment and construction of tenant improvements at the Crisis Stabilization Center located at 5409 E. Lake Mead Blvd., Las Vegas, NV, 89156 (“CSC”), that will be owned by Clark County.

Upon construction completion, UMC will provide short-term care for people experiencing a mental health or substance use crisis at the CSC, where this is memorialized in a separate written agreement. The term of this Agreement is from the Effective Date and shall end on June 30, 2025, unless terminated with a 30-day written notice by either party.

UMC’s Post-Acute Care Services Executive Director 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  
March 19, 2025

Agenda Item #

**10**

**INTERLOCAL AGREEMENT  
BETWEEN UMC AND COUNTY FOR COUNTY TO  
REIMBURSE UMC FOR COSTS TO CONSTRUCT A  
CRISIS STABILIZATION CENTER**

THIS INTERLOCAL 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 ("COUNTY"), and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("NRS") located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("UMC"). The COUNTY and UMC are individually a "Party", and collectively referred to as the "Parties".

RECITALS

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform and refers to such as an interlocal contract;

WHEREAS, the COUNTY owns APN 140-21-303-004 located at 5409 East Lake Mead Boulevard, Las Vegas, Nevada, 89156 ("Property"), and further defined in **Exhibit A**;

WHEREAS, UMC shall provide services at the Property to operate a Crisis Stabilization Center ("CSC") which is a facility that provides short-term care for people experiencing a mental health or substance use crisis; and

WHEREAS, the COUNTY has agreed to reimburse UMC for construction costs from grant funds provided by the State of Nevada for the construction of the CSC.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the Parties mutually agree as follows:

AGREEMENT

I. SCOPE OF PROJECT

This Agreement applies to the reimbursement of funds to UMC for the purchase of capital equipment and construction of tenant improvements at the Property ("PROJECT") that will be owned by the COUNTY ("County Improvements"). The County Improvements shall be provided to UMC under this Agreement to operate a CSC under a separate written agreement.

II. PROJECT COSTS

The COUNTY agrees to provide reimbursement funding allocated by the State of Nevada for costs associated with the PROJECT in an amount not to exceed One Million Three Hundred Fifty-Seven Thousand Two Hundred Sixty-Four Dollars (\$1,357,264). Any additional reimbursement funding must be mutually agreed

Interlocal Agreement between UMC and County  
for County to reimburse UMC for costs to construct a Crisis Stabilization Center

upon by the Parties and memorialized in a separate written agreement.

III. GENERAL

1. Upon completion of the PROJECT, the Property and County Improvements shall be maintained by UMC at UMC's sole cost and expense, and no reimbursement funding is provided by this Agreement for such maintenance.
2. It is understood and agreed that the purpose of this Agreement is to fund the PROJECT as herein above set forth. It is further understood and agreed that UMC is responsible for the design and construction of the PROJECT. To the extent allowed by law, UMC will be responsible for the actions or inactions of its officers and employees. The COUNTY's sole responsibility is to facilitate reimbursement funding for the PROJECT.
3. Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the Party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such Party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a Party) by written notice to the other Party:

To UMC:                      Attention: Legal Department  
                                    University Medical Center of Southern Nevada  
                                    1800 West Charleston Boulevard  
                                    Las Vegas, Nevada 89102

To COUNTY:                Attn: Real Property Management/PMA  
                                    Clark County Government Center  
                                    500 South Grand Central Parkway, 4th floor  
                                    Las Vegas, Nevada 89155-1825  
                                    RealPropertyManagementPMA@ClarkCountyNV.gov

4. Commencing from the Effective Date, this Agreement shall terminate on June 30, 2025. Notwithstanding the foregoing provision, either Party may terminate this Agreement, without cause, upon giving thirty (30) days written notice to the other Party.
5. This Agreement shall be governed by the laws of the State of Nevada.
6. Amendment to this Agreement may be made only upon mutual consent in writing, by the Parties hereto, and executed with the same formality attending the original. This Agreement, together with any attachments, contains the entire agreement between UMC and the COUNTY relating to the rights granted and obligations assumed by the Parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
7. American Rescue Plan Act ("ARPA") Funded Projects. UMC shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

Interlocal Agreement between UMC and County  
for County to reimburse UMC for costs to construct a Crisis Stabilization Center

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement, provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



Interlocal Agreement between UMC and County  
for County to reimburse UMC for costs to construct a Crisis Stabilization Center

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed  
and intend to be legally bound thereby.

**CLARK COUNTY**

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Attest

\_\_\_\_\_  
COUNTY CLERK

Approved as to Form

\_\_\_\_\_  
Deputy District Attorney

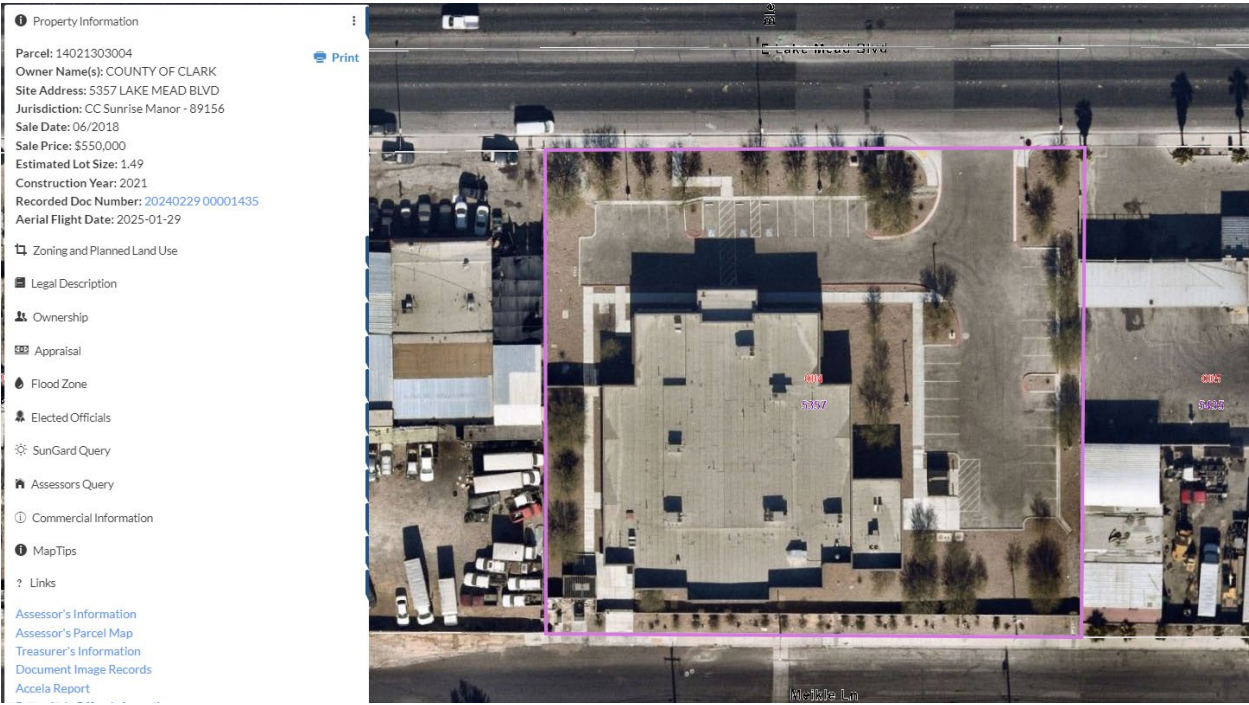
**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

BY: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

DATE: \_\_\_\_\_

Interlocal Agreement between UMC and County  
for County to reimburse UMC for costs to construct a Crisis Stabilization Center

Exhibit A



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

<b>Issue:</b>	<b>Amendment 1 to Vendor Services Agreement</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 Amendment 1 to Vendor Services Agreement with META Dynamic, Inc. for the purchase of a Navigation System and Clinical Specialist to support the system; 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: 3000702100	Funded Pgm/Grant: N/A
Description: Navigation System and Service Agreement for Clinical Specialists within 2 hours	
Bid/RFP/CBE: NRS 332.115.(1)(b) Professional Services	
Term: 03/27/2025 – 03/26/2030	
Amount: \$300,000.00 annually and \$1,500,000.00 NTE for five years	
Out Clause: 30 days without cause	

## **BACKGROUND:**

This request is to enter into Amendment 1 (“Amendment”) for Contractor Services with META Dynamics, Inc., (“META”) to provide UMC with specialized clinical specialists for navigation support, and all the functions and roles that fall within the scope of practice of clinical specialist, including but not limited to training, and proctoring. UMC entered into the Agreement on February 24, 2025. Staff also requests authorization for the Hospital CEO to exercise the extension option at his discretion if deemed beneficial to UMC.

UMC will compensate META a not-to-exceed amount of \$300,000.00 annually or a potential aggregate not-to-exceed amount of \$1,500,00.00 for total contract term. Either party may terminate this Agreement with a 30-day written notice to the other.

UMC’s Director of Peri-Operative Services has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda

Agenda Item #

**11**

## FIRST AMENDMENT TO THE VENDOR SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Vendor Services Agreement is effective as of March 26, 2025 ("First Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("HOSPITAL"), and **META Dynamic, Inc.**, having its principal place of business at 1596 N Brian St, Orange, CA 92867, ("VENDOR").

WHEREAS, HOSPITAL and VENDOR have previously entered into the Vendor Services Agreement (the "Agreement") on February 24, 2025; and

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

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

1. **E. Payment Terms.** Section (vii) of the Agreement is hereby deleted in its entirety and replaced with the following:  
"COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$300,000.00 annually."
2. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

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

**META Dynamic, Inc.**

Signature: Evan Pfleider

Printed Name: Evan Pfleider

Title: President

Date: 3/3/25

**University Medical Center of Southern Nevada**

Signature: \_\_\_\_\_

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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

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

<b>PRODUCER</b> GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618  www.gmgs.com 0B84519	<b>CONTACT</b> NAME: Certificate Request Team PHONE (A/C, No. Ext): (949) 559-6700 FAX (A/C, No): (949) 559-6703 E-MAIL ADDRESS: certrequests@gmgs.com														
<b>INSURED</b> Meta Dynamic Inc. 1596 N Brian St Orange CA 92867	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B: Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER C: Underwriters Lloyds of London</td><td>32727</td></tr><tr><td>INSURER D: Obsidian Specialty Insurance Company</td><td>16871</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Admiral Insurance Company	24856	INSURER C: Underwriters Lloyds of London	32727	INSURER D: Obsidian Specialty Insurance Company	16871	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Admiral Insurance Company	24856														
INSURER C: Underwriters Lloyds of London	32727														
INSURER D: Obsidian Specialty Insurance Company	16871														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 80341946**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EO000016510-15	6/5/2024	6/5/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7034066884	6/5/2024	6/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			B0507CL2400060	6/5/2024	6/5/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			EO000016510-15	6/5/2024	6/5/2025	\$1,000,000 per claim/\$3,000,000 Aggregate
D	Cyber Liability			OBD-CB-SQCQNJUUR-002	6/5/2024	6/5/2025	\$1,000,000 Limit

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

**CERTIFICATE HOLDER**

META Dynamic, Inc.

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Griff Griffith

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2024

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> New Hampshire Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 23841
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: META Dynamic, Inc.  1596 N Brian St Orange, CA 92867		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 088407053 IL	07/01/2024	07/01/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for META Dynamic, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. META Dynamic, Inc. is an alternate employer under this policy.

## CERTIFICATE HOLDER

META Dynamic, Inc.  
1596 N Brian St  
Orange, CA 92867

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Jo Phillips*

ACORD 25 (2016/03)

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**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:</b>				2		
<b>Corporate/Business Entity Name:</b> META Dynamic, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1596 N. Brian St.		<b>Website:</b> www.metadynamicinc.com		
<b>City, State and Zip Code:</b>		Orange, CA 92867		<b>POC Name:</b> Rick Christensen		
				<b>Email:</b> rickc@metadynamicinc.com		
<b>Telephone No:</b>				<b>Fax No:</b>		
<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)
Tom Pfeider	Chief Executive Officer	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	Rick D. Christensen Print Name
Chief Financial Officer Title	February 18, 2025 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)

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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>Hemo-Force Pump Lease Program Agreement with Medline Industries, LP</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 Hemo-Force Pump Lease Program Agreement with Medline Industries, LP for the lease of equipment and purchase of related disposables; 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: 3000705000	Funded Pgm/Grant: N/A
Description: Lease of 420 DVT prophylaxis pumps and 42 batteries and purchase of related disposables	
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital)	
Term: Five years	
Amount: Not-to-Exceed \$143,174.10 annually or \$715,870.50 in aggregate	
Out Clause: UMC has the right to terminate the Agreement with 60 days' prior written notice.	

## BACKGROUND:

This request is for UMC to enter into the Hemo-Force Pump Lease Program Agreement with Medline Industries, LP ("Medline") where, as a part of the Agreement, Medline will provide 420 deep vein thrombosis (DVT) prophylaxis pumps and 42 batteries. Blood clots form in veins and can cause disability, illness, or even death. DVT prophylaxis pumps, which will be located and operated on the UMC Main Campus, allow for prevention and treatment of this medical condition. As a part of the Agreement, UMC will purchase related disposables.

The term of the Agreement is five years from the effective date. The Agreement may be terminated upon 60 days' prior written notice without penalty.

UMC's Supply Chain Services Manager 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  
March 19, 2025

Agenda Item #

**12**



# Medline Industries, LP Hemo-Force Pump Lease Program Agreement

This completed and signed form must be emailed to the Primary Care

Account Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA Account #: 1013307

Effective Date: 2/15/2025

## TERM AND TERMINATION

This Agreement shall be in effect for 60 months from the Effective Date, unless earlier terminated as allowed elsewhere in this Agreement.

Customer agrees to purchase a minimum quantity of Pump Sleeves ("Sleeves") per Leased Pump and Battery set per quarter, and Medline Industries, LP agrees to lease to Customer certain Leased Pumps and Batteries as set forth in Table 1 below, pursuant to the terms and conditions set forth herein. Customer's timely payments, as set forth below, for purchased Sleeves will satisfy payment for the Leased Pumps and Batteries in accordance with the terms of this Agreement.

**PUMPS AND BATTERIES LEASED TO ACCOUNT Table 1.**

Medline Industries, LP Item #	Description	Quantity
MDS600INT2	Pump	420
MDS600BAT	Battery	42

Medline Industries, LP shall lease to Customer the total number of **new or refurbished** pumps ("Pumps") and batteries, as described above, for use during the term of the Agreement, consistent with the terms herein. The quarterly lease rate for a Pump and Battery set is \$ [REDACTED]. Refurbished Pumps will be disinfected, cleaned, and tested to perform to the same standards as new Pumps. 5' DVT Tubing will be provided with the pumps upon initial delivery. Customer is responsible for purchasing 10' tubing or replacement tubing throughout the term of this Agreement. Customer shall provide Medline Industries, LP with a PO for any additional tubing purchases.

Customer may order additional Pumps subject to Medline Industries, LP's prior acceptance. Customer may order such additional Pumps by submitting a purchase order to Medline Industries, LP. All such additional Pumps shall be subject to the terms and conditions in this Agreement, regardless of whether the parties amend this Agreement to include the additional Pumps in Table 1 above.

In the event of any dispute between the parties as to a potential discrepancy between the actual Sleeves purchased and the minimum purchase requirement, Medline Industries, LP shipping records and order numbers are determinative in establishing the number of Pumps in Customer's possession and Sleeves purchased.

## MEDLINE INDUSTRIES, LP SLEEVE QUARTERLY PURCHASE REQUIREMENTS

Customer agrees to purchase from Medline Industries, LP no less than 9 pairs of Medline Industries, LP Sleeves (as set forth in Table 2 below) per Pump and Battery set ("Minimum Purchase Commitment") per quarter for the entire term of the Agreement. If at any time during the Agreement Customer purchases less than the Sleeve volume described above, Customer will not be in compliance with this agreement and has the option to:

1. Return Pumps and Batteries that are not covered by the case volume of Sleeves purchased;
2. Retain possession of the leased Pumps and Batteries and pay a quarterly lease rate of \$ [REDACTED] per Pump and Battery set not in compliance;
3. Purchase the Pumps and Batteries from Medline Industries, LP at the purchase price of \$ [REDACTED] per Pump and \$ [REDACTED] per Battery and take full ownership of Pumps and Batteries.
4. Purchase any shortfall of Sleeves for Pumps and Batteries not in compliance.





## SLEEVE PRICING

This Agreement supersedes any and all GPO agreements for Medline DVT pricing.. The Pricing for Sleeves is set forth in the following table:

Table 2

Medline Industries, LP Item #	Description	Unit of Measure, Pairs	Price @ >70% Collections	Price @30-70% Collections	Price @ <30% Collections
MDS601M2BL	MD, CALF	10/cs			
MDS601L2BL	LG, CALF	10/cs			
MDS630L2BL	LG, THIGH	10/cs			

Customer shall have access to the greater than 70% collections ratio price for the first 90 days of this Agreement. After 90 days, the pricing will be adjusted to correspond to the actual ratio, and such pricing will be reviewed and adjusted (if need be) quarterly. If Customer maintains a collection rate of 70% in each quarter of the first year, then Customer shall receive the 70% collection ratio price for the remainder of the Term, provided, however, that in the event Customer does not maintain a collection rate of 70% in any two consecutive months, the parties will meet and confer on an adjusted price or other cure (e.g., Customer increasing the ratio of reprocessed to new in order to bring the ratio back in to compliance within 2 months). If collection rate of 70% still is not met, pricing shall be determined based on actual ratio and set for one quarter. In the even Customer does not maintain 70% collections ratio for any one quarter in the first year, the Parties will review the collection rate on a semi-annual basis for the remainder of the Term. Pricing effective on the first delivery date of agreed upon implementation schedule.

## TERMS AND CONDITIONS

- 1) Customer shall use Pumps and Batteries in a careful manner consistent with the manufacturer's operating manual. During the term of this Agreement, Medline Industries, LP shall repair or replace at no cost to the Customer any Pump found to be defective in materials or workmanship, provided the customer uses the Pumps in accordance with the Pump manufacturer's operating manual, as provided with the Pump. Pump defects due to materials or workmanship are defined as internal electronic and mechanical components only. Any Pump damaged by Customer will be repaired, if possible, by Medline Industries, LP (or a designee) at a charge to be determined by Medline Industries, LP and payable by Customer. In such case, the fee will be assessed for the repair service and parts necessary to bring the damaged Pumps operation back to specifications and good working order.
- 2) Quarterly Rebate. During the Term of this Agreement, Customer shall earn a quarterly rebate in the amount of \$1.00 per pair on each of its Sleeve purchases that qualify towards Customer's quarterly Purchase Quantity Commitment. Customer agrees that these rebates may be applied by Medline Industries, LP towards the lease of the Leased Pumps and Battery sets. For the avoidance of doubt, Customer shall not be entitled to any additional rebate once Customer's pump use costs have been satisfied.
- 3) Repairs. In the event of a Pump failure or the need for technical assistance, Customer shall contact Medline Industries, LP DVT pump repair service at DVTPUMPREPAIR@MEDLINE INDUSTRIES, LP.COM. All Pumps returned to Medline Industries, LP shall be in good condition (except for pumps returned for repair), containing all parts, properly packed, insured, and sent by traceable means, freight prepaid by the Customer. If a pump is returned to Medline Industries, LP for repair, and is deemed to perform/function pursuant to specifications, an inspection fee of \$75.00 will be charged to Customer.
- 4) Unauthorized Repairs. In the event that Customer performs unauthorized maintenance/repairs on Medline Industries, LP leased Pumps, the warranty in Section 1 above shall be void and Medline Industries, LP will not be liable for any damages to the Pumps or any losses or damages suffered by Customer arising from the Pumps or the repairs. Customer shall be responsible for all damage or defects arising out of any unauthorized maintenance/repairs.





- 5) Participating Facilities & Total Equipment List. The Customer facilities participating in this Agreement are listed on Exhibit A, attached hereto. Additional facilities may be added upon written agreement between the parties.
- 6) Warranties. MEDLINE INDUSTRIES, LP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NON-MEDLINE INDUSTRIES, LP BRAND PUMPS, BATTERIES OR SLEEVES PROVIDED TO CUSTOMER HEREUNDER INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY, FITNESS, SUITABILITY OR DURABILITY OF THE PUMPS FOR THE PURPOSE OR USES OF CUSTOMER, OR THAT THE PUMPS, BATTERIES OR SLEEVES ARE FREE FROM DEFECTS. MEDLINE INDUSTRIES, LP SHALL HAVE NO LIABILITY FOR, AND CUSTOMER SHALL HAVE RECOURSE SOLELY AGAINST PUMP, BATTERY AND PUMP SLEEVE MANUFACTURERS FOR ANY CLAIM, LOSS OR DAMAGE SUFFERED BY CUSTOMER RELATING TO THE PUMPS, SETS OR OPERATION THEREOF.
- 7) Extraordinary Circumstances. The following provision applies for the duration of any Extraordinary Circumstance that may occur during the term of this Agreement and overrides any other conflicting provisions of this Agreement. For purposes of this provision, "Extraordinary Circumstance" means any of the following events if it causes an increase in the cost of supply of a product under this Agreement, or delays or results in a reduction in volumes of a product, and such increase in cost, delay or reduction in volumes is outside of the reasonable control of Medline Industries, LP, which includes: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, volcanic eruption, tsunami, landslide, explosion, epidemic, or pandemic, including the COVID-19 pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) quarantine, embargo, tariff, blockade, or any other action or order by a governmental authority, including change or proposed change of laws or regulations, or declaration of a state of emergency; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f) disruption in the supply of adequate power, fuel, materials, components, or communications or transportation facilities, or other commercial impracticability (e.g., because performance is medically inadvisable for those persons involved); or (g) global shortages in product supply caused by (a)-(f) above or other occurrences. If an Extraordinary Circumstance occurs, then Medline Industries, LP may, at its option and with written notice to Customer, take any or all of the following actions:
- Increase the pricing for the product(s) impacted by the Extraordinary Circumstance for all orders that are received or to be fulfilled during the period of the Extraordinary Circumstance to account for increased costs incurred by Medline Industries, LP attributable to the Extraordinary Circumstance. After receipt of Medline Industries, LP's notice of the applicable price increase, Customer will have ten (10) days to terminate any pending orders for the products that are the subject of Medline Industries, LP's notice.
  - Allocate available quantities of the product(s) impacted by the Extraordinary Circumstance among Medline Industries, LP's customers, which may involve reducing the size of Customer's pending orders.
  - Adjust delivery arrangements and timelines for pending orders for product(s) impacted by the Extraordinary Circumstance to the extent necessary as determined by Medline Industries, LP acting reasonably.
  - Reject pending or new orders for the product(s) impacted by the Extraordinary Circumstance.
- 8) Loss and Damage. Customer is responsible for any loss, theft and/or damage to all Pumps and Sleeves. For all Pumps and/or Batteries that are lost, stolen, damaged, destroyed, or for which the Customer cannot provide to Medline Industries, LP tracking information upon reasonable request, Customer shall pay to Medline Industries, LP the full purchase price of the Pump and Battery, in the amount of \$ [REDACTED] per Pump and \$ [REDACTED] per Battery.
- Restocking Fee. Customer shall be charged a \$250 refurbishment and reprocessing fee for each pump in Customers possession for a period less than 24 months. Pumps must be returned to Medline Industries, LP with customer paid freight.
- 9) Taxes. The Customer will report and pay all taxes, fees and charges associated with Customer's use of the Pumps and Batteries, with the use of the Pumps, and with revenues and profits arising out of the use of the Pumps and Batteries, including, but not limited to, sales tax, taxes, and license and registration fees.
- 10) Indemnity. Medline Industries, LP shall indemnify Customer from any third party claims, liability and/or damages, which may include reasonable attorney's fees, which Customer suffers directly as a result of the gross negligence or willful misconduct of Medline Industries, LP or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Medline Industries,





LP's employee or agent; (ii) the failure of any person other than a Medline Industries, LP employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Medline Industries, LP or any equipment or any part thereof that has been modified, altered or repaired by any person other than Medline Industries, LP's employee or agent; or (iv) any actions taken or omissions made by any Medline Industries, LP employee while under the direction or control of Customer's staff. To the extent permitted by law, the Customer will indemnify and hold harmless Medline Industries, LP against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Customer's use of the Pumps.

- 11) Successors and Assigns. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof.
- 12) Termination. Either party may terminate this Agreement for any reason at any time by giving at least sixty (60) days' notice. Either party may terminate this Agreement for cause if the other Party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach. Termination of this Agreement shall not relieve either party of any rights accrued or obligations incurred prior to termination.
- a. Material Breach. A Material Breach can include, but may not be limited to, the following:
    - i. The Customer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Customer's obligations under this Agreement.
    - ii. The Customer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
    - iii. A writ of attachment or execution is levied on the Pump and is not released or satisfied within 10 days.
  - b. Customer Obligations Upon Termination. Upon termination of the Agreement, the Customer will return all Pumps and Batteries to Medline Industries, LP which have not been purchased by Customer. The Pumps and Batteries must be in good condition, contain all parts, be properly packed to ensure no freight damage, insured and sent by a traceable means, freight prepaid. The Pumps and Batteries are considered returned when they have been received by Medline Industries, LP. For all Pumps and Batteries not received by Medline Industries, LP within 60 days after termination, the Customer will pay to Medline Industries, LP the purchase price of the Pump and Battery, in the amount of \$400.00 per Pump and \$27.28 per Battery.
  - c. Medline Industries, LP leased Pumps returned by Customer for damages caused by Customer Medline Industries, LP, for repairs, or for not meeting the above stated Sleeve purchase volume, which have a broken Pump seal, will result in a service fee of \$75.00 per Pump plus any costs for parts and labor necessary to bring the Pump's operation back to specification.
- 13) Entire Agreement. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.
- 14) Address for Notice. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the notice address as listed below.
- 15) Interpretation. Headings are inserted for convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 16) Governing Law. This Agreement will be governed by the laws of the State of Nevada, without regard to principles of conflicts of law.



- 17) General Terms. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. Time is of the essence in this agreement. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the cause may be, of each Party to this Agreement.
- 18) Public Records. Notwithstanding anything contained in this Agreement to the contrary, Medline Industries, LP acknowledges that Customer 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 Customer receives a demand for the disclosure of any information related to the Agreement which Medline Industries, LP has claimed to be confidential and proprietary, Customer will immediately notify Medline Industries, LP of such demand and, if applicable, Medline Industries, LP shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Medline Industries, LP shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Medline Industries, LP's documents in Customer's custody and control.

[Signature Page Follows]





**ACKNOWLEDGMENTS:** By completing and signing below, the Customer acknowledges and agrees that any discounts offered by Medline Industries, LP on the Sleeves or Pumps hereunder constitute a rebate or discount. If the Customer is required to submit a cost report under a federal or state health care program, Customer shall fully and accurately disclose the rebate/discount in its cost reports. Upon request by the Secretary of the Department of Health and Human Services or a State agency, the Customer shall provide requested information regarding this rebate/discount. This notice is being provided to enable the parties to satisfy the discount safe harbor to the Anti-Kickback Statute, 42 C.F.R. § 1001.952(h).

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Loaner Program Start Date written above.

**CUSTOMER**

Facility Name: University Medical Center of Southern Nevada Main Campus Account #: 1013307

Address: 1800 W Charleston Blvd, Las Vegas, NV 89102

Authorized Signature: \_\_\_\_\_

Print Name/Title: Mason Van Houweling, Chief Executive Officer Date: \_\_\_\_\_

**MEDLINE INDUSTRIES, LP**

Address: Three Lakes Dr, Northfield, IL 60093

Authorized Signature:   
Patrick Christian (Feb 20, 2025 08:39 CST)

Print Name/Title: Patrick Christian, Director, Sales Contract Administration

Date: 02/20/2025

Facility has reviewed the product and found it to be clinically acceptable (Yes/No):

Customer PO#: \_\_\_\_\_ Medline Industries, LP Order #: \_\_\_\_\_





**EXHIBIT A**  
**Participating Facilities & Total Equipment List**

Sold to/ Ship to Acct #	Facility Name	Number of Pumps Provided	Number of Batteries Provided
1013307	University Medical Center of Southern Nevada Main Campus; 1800 W Charleston Blvd, Las Vegas, NV 89102	420	42

## 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: Est. 10</b>						
<b>Corporate/Business Entity Name:</b> MEDLINE INDUSTRIES, INC.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		3 LAKES DR		<b>Website:</b> WWW.MEDLINE.COM		
<b>City, State and Zip Code:</b>		NORTHFIELD, IL 60093		<b>POC Name:</b> JOHN ABELE		
				<b>Email:</b> JABELE@MEDLINE.COM		
<b>Telephone No:</b>		415-601-5648		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b> N/A		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> N/A		
				<b>Email:</b> N/A		

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)
AJM EXEMPT TRUST A U/A/D 12/15/88	Shareholder	8.51%
AJM EXEMPT TRUST B U/A/D 12/15/88	Shareholder	6.97%
ANDREW GST TRUST U/A/D 12/31/02	Shareholder	5.13%
CHARLES MILLS-S TRUST NO. 3	Shareholder	32.75%
MARGARET DORA BAKER TRUST	Shareholder	10.61%
NMB 2004 TRUST	Shareholder	12.67%
WDA 2016 EXEMPT TRUST C	Shareholder	12.33%

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

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

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

 Signature	JOHN ABELE Print Name
VP Corporate Accounts Title	1-9-20 Date

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

<b>Issue:</b>	<b>Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility</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 Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility for the purchase of 503B compounded pharmaceutical products; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed total amount of the Agreement; 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: 3000717100	Funded Pgm/Grant: N/A
Description: 503B Compounded Pharmaceutical Products	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Amendment 1 – extend for five (5) years from 2/7/2025 to 2/6/2030	
Amount: Amendment 1 – additional aggregate of NTE \$500,000; cumulative total since inception of Agreement is NTE \$999,950	
Out Clause: 30 days w/o cause	

## BACKGROUND:

Since February 2022, UMC has had an agreement with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility (“Nephron”) to provide 503B compounded pharmaceutical products. Nephron produces inhalation products, pre-filled syringes and other sterile medications that offers extended beyond use dates due to their rigorous compounding and testing standards imposed by the FDA.

This Amendment 1 requests to extend the Term for five (5) years through February 6, 2030 and increase the funding by \$500,000. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed total amount of the Agreement if deemed beneficial to UMC.

This Amendment is pursuant to HPG contract # 31482. HealthTrust Purchasing Group (“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.

Cleared for Agenda  
March 19, 2025

Agenda Item #

**13**

UMC's Assistant Director for Pharmacy has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

**AMENDMENT 1 TO CONTRACT TERMS AND CONDITIONS  
(HPG # 31482)**

This Amendment 1 ("Amendment") is made and entered into as of this 7<sup>th</sup> day of February, 2025 ("Amendment Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Customer") and NEPHRON STERILE COMPOUNDING CENTER, LLC DBA NEPHRON 503B OUTSOURCING FACILITY, a South Carolina limited liability company (hereinafter referred to as "Nephron").

RECITALS:

WHEREAS, the parties entered into a Contract Terms and Conditions dated February 7, 2022 (hereinafter referred to as "Agreement") for the purchase of 503B compounded pharmaceutical products;

WHEREAS, the parties desire to increase the funding and extend the Term of the Agreement in the manner described herein; and

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

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

1. In Section 2(a), Pricing, the Agreement's budget is hereby amended to add an additional not-to-exceed amount of \$100,000 per year during the five (5) year extension (with a new not-to-exceed total of \$999,950).
2. In Section 7, Term & Renewal, the end date of February 6, 2025 shall be replaced with February 6, 2030.
3. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.
4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

Customer:  
UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

Nephron:  
NEPHRON 503B OUTSOURCING FACILITY

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer

By: Kayla Gunter  
Name: Kayla Gunter  
Title: National Sales Manager



February 21st, 2025

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

Re: Request for competitive bidding information regarding Compounded Products.

Dear Ms. Sy:

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 Compounded Products. 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 Compounded Products category. HealthTrust issued RFPs and received proposals from identified suppliers in the Compounded Products category. A contract was executed with Nephron, Bond Pharmacy, Ourpharma and Leiters in November of 2020. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

## 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 checked="" 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: N/A</b>						
<b>Corporate/Business Entity Name:</b> Nephron Sterile Compounding Center, LLC						
<b>(Include d.b.a., if applicable)</b> Nephron 503B Outsourcing Facility						
<b>Street Address:</b>		4500 12th Street Extension		<b>Website:</b> www.nephronpharm.com		
<b>City, State and Zip Code:</b>		West Columbia, SC 29172		<b>POC Name:</b> Gregg Polacek <b>Email:</b> gpolacek@nephronpharm.com		
<b>Telephone No:</b>		803-569-2800		<b>Fax No:</b> N/A		
<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)
Nephron Holdings, Inc.		55%
FMC OZ Fund LLC		40.3125%
Fort Maitland Capital II LLC		4.6875%

**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	Kayla Gunter Print Name
National Sales Manager Title	2/26/2025 Date



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

<b>Issue:</b> <b>Tentative Budget for FY 2026</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee review and receive feedback on the tentative FY 2026 Preliminary Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Chief Financial Officer will present the tentative FY 2026 Preliminary Operating Budget.

Cleared for Agenda  
March 19, 2025

Agenda Item #

**14**



# FY2026 Prelim Budget

March 19, 2025

Audit & Finance Committee



# FY2025 PROJECTED KEY STATS



	FY25 Projection	FY25 Budget	Variance	%
APDs	225,238	222,580	2,658	1.18%
Total Admissions	23,945	24,265	(320)	(1.34%)
Observation Days	9,748	12,944	(3,196)	(32.78%)
AADC	617	610	7	1.15%
ALOS (Adm)	5.90	5.91	(0.01)	(0.23%)
Hospital CMI	1.89	1.84	0.05	2.65%
Medicare CMI	2.09	2.05	0.04	2.11%
IP Surgery Cases	9,782	10,197	(415)	(4.24%)
OP Surgery Cases	7,987	7,482	505	6.32%
Total ER Visits	110,441	110,818	(377)	(0.34%)
Quick Care	210,690	229,731	(19,041)	(9.04%)
Primary Care	86,881	80,099	6,782	7.81%
OP Ortho Visits	26,450	22,843	3,607	13.64%
Deliveries	1,267	1,583	(316)	(24.94%)

# FY2025 PROJECTED INCOME STATEMENT SUMMARY



REVENUE	FY25 Projection	FY25 Budget	Variance	% Variance	
Total Gross Patient Revenue	\$5,421,979,046	\$5,300,303,066	\$121,675,980	2.30%	●
Adjusted Net Patient Revenue	\$625,668,234	\$636,665,967	(\$10,997,733)	(1.73%)	●
Supplemental Payments	\$368,034,618	\$335,424,503	\$32,610,115	9.72%	●
<b>Net Patient Revenue</b>	<b>\$993,702,852</b>	<b>\$972,090,470</b>	<b>\$21,612,382</b>	<b>2.22%</b>	●
Other Revenue	\$53,492,705	\$42,430,586	\$11,062,119	26.07%	●
<b>Total Operating Revenue</b>	<b>\$1,047,195,557</b>	<b>\$1,014,521,056</b>	<b>\$32,674,501</b>	<b>3.22%</b>	●
Net Patient Revenue as a % of Gross	18.33%	18.34%	(0.01%)		
EXPENSE	FY25 Projection	FY25 Budget	Variance	% Variance	
SWB	\$658,284,388	\$647,223,573	\$11,060,815	1.71%	●
Professional Fees	\$28,335,651	\$27,790,281	\$545,370	1.96%	●
All other Expenses	\$363,503,030	\$348,639,098	\$14,863,932	4.26%	●
<b>Total Operating Expense</b>	<b>\$1,050,123,070</b>	<b>\$1,023,652,952</b>	<b>\$26,470,118</b>	<b>2.59%</b>	●
INCOME FROM OPS	FY25 Projection	FY25 Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$2,927,513)</b>	<b>(\$9,131,896)</b>	<b>\$6,204,383</b>	<b>67.94%</b>	●
Add back: Depr & Amort.	\$49,092,336	\$47,847,766	\$1,244,570	2.60%	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$46,164,823</b>	<b>\$38,715,870</b>	<b>\$7,448,953</b>	<b>19.24%</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>4.41%</b>	<b>3.82%</b>	<b>0.59%</b>		

## Operating Revenue Variances

- **Adjusted Net Patient Revenue**
  - (\$11.0M) - Volume (ALOS reduction, decrease in IP surgeries, offset by increase in OP surgeries)
- **Supplemental Payments**
  - \$13.1M - Directed Payment increase
  - \$10.3M - DSH Reserve release
  - \$6.9M - Other program increases
  - \$2.3M - Cost Report Settlement
- **Other Operating Revenue**
  - \$9.0M - Increase in 340B revenue (340B drug expense up 32% over prior year)
  - \$752K - Increase in rebates

## Operating Expense Variances

- **SWB**
  - \$15.9M - Employed Physicians
  - (\$4.8M) - Labor Management
- **Supplies**
  - \$6.9M - Increase in 340B drug expense
  - \$3.7M - Increase in Implants (primarily Transplant, Cath Lab and Ortho)

# FY 2026 KEY ASSUMPTIONS



<b>Gross Charges</b>	<ul style="list-style-type: none"><li>• FY 25 YTD Dec actual Gross Charges, annualized for 12 months and adjusted for volume</li><li>• Strategic Service Line initiatives included in budget</li><li>• 5% CDM increase effective July 1, 2025</li><li>• Payor mix determined by insurance plan and patient type (IP Hosp, OP Hosp, QC, PC, and various employed physician models) utilizing Epic data Jul 24 – Dec 24</li></ul>
<b>Net Revenue</b>	<ul style="list-style-type: none"><li>• Net Revenue calculated per IP admission, per IP day, or per OP Visit and per anesthesia unit or wRVU (for employed physician models)<ul style="list-style-type: none"><li>• NR based on Payor reimbursement, utilizing closed accounts Jul 24 – Dec 24</li><li>• OP Hosp, QC &amp; PC separately</li><li>• Physician PB billing included by specialty</li></ul></li><li>• Federal Supplemental Payments built separately into budget</li></ul>
<b>Expenses</b>	<ul style="list-style-type: none"><li>• SWB: COLA, Merits, PERS Contribution changes, overtime, Contract Labor</li><li>• Built in HealthTrust inflationary projections for Supplies by major category</li><li>• Strategic Service Line initiatives included</li></ul>

Strategy	Action Items
<b>Patient Throughput/Length of Stay Management</b>	<ul style="list-style-type: none"> <li>• Hospitalist Medical Directors driving LOS, utilization management, and denial reduction</li> <li>• New Contracts (HPN and Teachers Trust exclusivity for Hospitalist Program)</li> <li>• Leveraging statusing software application (Meeting Interqual Criteria)</li> <li>• Fully Functioning Transfer Center</li> <li>• Implement Auto Review Technology</li> <li>• Expand Use of Home to Health Program</li> </ul>
<b>Expense Management &amp; Efficiencies</b>	<ul style="list-style-type: none"> <li>• Supplement MD screener with RN Case Managers in the ED</li> <li>• Manage SWB consistent with volume utilizing UMC Productivity Tools                             <ul style="list-style-type: none"> <li>• Updated timekeeping system: UKG (Kronos)</li> </ul> </li> <li>• Implement new supply chain inventory management system</li> <li>• Maximize HPG Contract for supplies and purchased services</li> <li>• Improve efficiencies in OR (FCOT and Block Time Utilization)</li> <li>• Implement Epic AI Suite</li> </ul>
<b>Revenue Enhancement</b>	<ul style="list-style-type: none"> <li>• Pursue a new supplemental payment program, Medicaid IME</li> <li>• Expand current services to include Physician educators to improve the accuracy of documentation and one on one physician training</li> <li>• Negotiate Managed Care Contracts increases</li> <li>• Decrease denials                             <ul style="list-style-type: none"> <li>• Move from Experian RTE to Patient Access Curator</li> <li>• Hospitalist Medical Directors focus on denial reduction</li> </ul> </li> </ul>

Service Line	Action Items
<b>Ambulatory</b>	<ul style="list-style-type: none"> <li>• Implement New Ambulatory Model Southern Highland expansion (Pilot New Model)</li> <li>• Promote Brand “UMC in Your Neighborhood” – Return to the Core of One UMC                     <ul style="list-style-type: none"> <li>• Improve access to care (Same Day Care) (Everyone gets Seen)</li> <li>• Increases UMC QC Revenue by migrating financial risk from “No Show” and “Unfilled Slots”</li> <li>• Increases Revenue by keeping Surgery Consultants and in UMC Provider Network vs Out migration</li> <li>• Brings Specialty Medicine into our existing UMC QC Real estate                             <ul style="list-style-type: none"> <li>• Reduces time to from PCP to Specialist</li> <li>• Reduces UMC Network Leakage</li> <li>• Patient convenience of staying close to home (UMC in your Neighborhood)</li> </ul> </li> <li>• UMC Specialty Care                             <ul style="list-style-type: none"> <li>• Orthopedics at Southern Highlands, Peccole and Nellis</li> <li>• General Surgery at PC MD and Nellis</li> <li>• 2 New UMC QC (POD Model) in Central and East Clark County</li> </ul> </li> </ul> </li> <li>• Performance Driven                     <ul style="list-style-type: none"> <li>• Quality-Good Medicine checking the Quality</li> <li>• Access- Aligned to the compensation model</li> <li>• Efficiency-Staffing aligned Pace</li> </ul> </li> </ul>

# FY2026 BUDGET INITIATIVES



Strategy	Action Items
<b>Ambulatory</b>	<ul style="list-style-type: none"><li>• Expand Outpatient Infectious Disease Adult and Peds</li><li>• OP Infusion Center</li><li>• Liver Care Clinic (TBD)</li><li>• 24/7 QC (CVS building) Q4 FY26</li><li>• Nellis PC and QC Relocation and Expansion (Q3 FY) (Lease Elimination Expense)</li><li>• Comprehensive Stroke Center Accreditation (June 2025)</li><li>• Crisis Stabilization Center – July FY26</li></ul>
<b>Orthopedics</b>	<ul style="list-style-type: none"><li>• Alignment to Hospital Strategies<ul style="list-style-type: none"><li>• Lead in categories in FCOT (95%) and Block Utilization (90%)</li><li>• Fully Staffed Orthopedic Provider Group (No more adds)<ul style="list-style-type: none"><li>• Focus on Care Metrics</li><li>• DNV accreditation Hip/Knee Advanced Certification</li></ul></li><li>• Dedicated In-Patient Ortho floor</li></ul></li><li>• Orthopedic care in select Ambulatory Clinics to bolster patient access (Pilot SH)</li></ul>



# FY2026 BUDGET INITIATIVES



Service Line	Action Items
<b>Cardio Vascular Services</b>	<ul style="list-style-type: none"><li>• Build on Specialty Procedures: TAVRs, Pacemakers, LAAO (Watchman and Amulet), Pascal, and EP services.</li><li>• Increase patient cases by ~46% to maximize room use. Add additional EP Lab capability to increase EP cases by ~ 20% annually.</li><li>• Enhance Marketing Campaign – Highlighting UMC Robust Cardiac Vascular Services</li><li>• Work with Cardiologist to increase outpatient procedures</li></ul>
<b>Interventional Radiology</b>	<ul style="list-style-type: none"><li>• Maximize output of High Quality Providers (Cutting Edge Procedures)</li><li>• Realigned Department Structure to be separate service lines</li><li>• Expand Clinical Trials, currently two trials launched, pending approval of 3</li><li>• Establish an outpatient IR clinic</li><li>• Pet/CT3, Antigen/antibody radiotherapy</li></ul>
<b>GME</b>	<ul style="list-style-type: none"><li>• Dental Anesthesia Residency Program July 2025 FY26</li><li>• Sponsoring institution and Radiology Residency Program July 2026 FY27</li></ul>

# FY2026 BUDGET INITIATIVES



FY2026 Budget Initiatives	Gross Rev	Net Rev	Other Revenue	Expenses	Income from Ops
Ambulatory	\$83,363,224	\$18,571,450	\$532,494	\$20,965,326	(\$1,861,381)
Southern Highland UQC	\$11,874,192	\$2,143,920	\$532,494	\$3,815,493	(\$1,139,079)
Liver Care Clinic	\$792,289	\$138,651	-	\$834,846	(\$696,195)
Crisis Stabilition Center	\$32,346,146	\$9,241,756	-	\$9,241,756	-
OP Infusion Center	\$30,550,867	\$5,499,151	-	\$5,446,452	\$52,699
24/7 QC (CVS)	\$7,497,600	\$1,488,000	-	\$1,626,779	(\$138,779)
General Surgery Clinic	\$302,130	\$59,973	-	-	\$59,973
Cardiology (3rd Cath Lab)	\$11,668,800	\$4,341,500	-	\$2,597,396	\$1,740,629
Orthopedics (OP Ortho Clinic)	\$2,393,600	\$506,000	-	-	\$506,000
Radiology (Interventional Radiology)	\$10,457,031	\$2,599,011	-	-	\$2,599,011
Other (GME - Dental Anesthesia Residency Program)	-	-	\$144,010	\$440,693	(\$296,683)
<b>Total Impact</b>	<b>\$107,882,655</b>	<b>\$26,017,961</b>	<b>\$676,504</b>	<b>\$24,003,415</b>	<b>\$2,687,576</b>

# FY2026 BUDGET KE\$TATS



	FY26 Budget	FY25 Projection	Variance	%
APDs	221,889	225,238	(3,350)	(1.49%)
Total Admissions	24,501	23,945	556	2.32%
Observation Days	10,207	9,748	459	4.71%
AADC	608	617	(9)	(1.49%)
ALOS (Adm)	5.54	5.90	(0.36)	(6.13%)
Hospital CMI	1.91	1.89	0.02	0.95%
Medicare CMI	2.09	2.09	-	0.12%
IP Surgery Cases	9,981	9,782	199	2.03%
OP Surgery Cases	8,147	7,987	160	2.00%
Total ER Visits	111,545	110,441	1,104	1.00%
Quick Care	231,236	210,690	20,546	9.75%
Primary Care	91,270	86,881	4,389	5.05%
OP Ortho Visits	32,367	26,450	5,917	22.37%
Deliveries	1,280	1,267	13	1.03%

# FY2026 BUDGET INCOME STATEMENT SUMMARY



REVENUE	FY26 Budget	FY25 Projection	Variance	% Variance	
Total Gross Patient Revenue	\$5,723,720,970	\$5,421,979,046	\$301,741,924	5.57%	●
Adjusted Net Patient Revenue	\$685,097,234	\$625,668,234	\$59,429,000	9.50%	●
Supplemental Payments	\$359,841,227	\$368,034,618	(\$8,193,391)	(2.23%)	●
<b>Net Patient Revenue</b>	<b>\$1,044,938,461</b>	<b>\$993,702,852</b>	<b>\$51,235,609</b>	<b>5.16%</b>	●
Other Revenue	\$52,183,216	\$53,492,705	(\$1,309,489)	(2.45%)	●
<b>Total Operating Revenue</b>	<b>\$1,097,121,677</b>	<b>\$1,047,195,557</b>	<b>\$49,926,121</b>	<b>4.77%</b>	●
Net Patient Revenue as a % of Gross	18.26%	18.33%	(0.07%)		
EXPENSE	FY26 Budget	FY25 Projection	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$1,137,844,384</b>	<b>\$1,050,123,070</b>	<b>\$87,721,314</b>	<b>8.35%</b>	●
INCOME FROM OPS	FY26 Budget	FY25 Projection	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$40,722,707)</b>	<b>(\$2,927,513)</b>	<b>(\$37,795,194)</b>	<b>(1291.03%)</b>	●
Add back: Depr & Amort.	\$59,170,368	\$49,092,336	\$10,078,032	(20.53%)	
<b>Tot Inc from Ops plus Depr &amp; Amort. (EBITDA)</b>	<b>\$18,447,661</b>	<b>\$46,164,823</b>	<b>(\$27,717,162)</b>	<b>(60.04%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>1.68%</b>	<b>4.41%</b>	<b>(2.73%)</b>		

## Operating Revenue Variances

### Normalizing items not to repeat in FY26 (\$11.4M)

- (\$180K) - NV Energy incentive not to repeat
- (\$400K) - Decrease in rental income
- (\$580K) - Multiple grants ending
- (\$10.3M) - DSH Reserve release not to repeat

### Adjusted Net Patient Revenue \$59.4M

- \$26.0M - Strategic Service Line Initiatives
- \$22.4M - Hospital Volume Impact
- \$6.7M - Ambulatory Volume Impact
- \$4.3M - Rate Improvements

### Federal Supplemental Payments \$2.1M

- \$9.0M - MCO IME (new program)
- \$340K - Other program increases
- (\$2.5M) - Cost Report Settlement (offset by increased bi-weekly pass-thru payments)
- (\$4.8M) - Directed Payment decrease (volume and ACR adjustments)

# FY2026 BUDGET SWB



	FY26 Budget	FY25 Projection	Variance	% Variance	
Salaries	\$475,157,579	\$436,392,841	\$38,764,738	8.88%	●
Benefits	\$208,659,020	\$187,778,354	\$20,880,666	11.12%	●
Overtime	\$11,181,227	\$8,164,921	\$3,016,306	36.94%	●
Contract Labor	\$12,712,782	\$25,948,272	(\$13,235,490)	(51.01%)	●
<b>TOTAL</b>	<b>\$707,710,609</b>	<b>\$658,284,388</b>	<b>\$49,426,220</b>	<b>7.51%</b>	●
OT as % of Salaries	2.35%	1.87%	0.48%		●
<b>Total Paid FTEs</b>	<b>4,136</b>	<b>3,968</b>	<b>168</b>	<b>4.23%</b>	●
SWB per FTE	\$171,110	\$165,890	\$5,220	3.15%	●
SWB/APD	\$3,189	\$2,923	\$267	9.13%	●
SWB % of Net	67.73%	66.25%	1.48%		●
AEPOB	6.80	6.43	0.37	5.81%	●

## SWB Influences

- PERS Contribution Rate Increase (33.5% to 36.75%)
- Estimated Wage Adjustments
- Strategic Service Line Business/Expansion
- Reduced reliance on Contract labor



# FY2026 BUDGET EXPENSES



	FY26 Budget	FY25 Projection	Variance	% Variance	
Salaries, Wages, and Benefits	\$707,710,609	\$658,284,388	\$49,426,220	7.51%	●
Professional Fees	\$35,939,657	\$28,335,651	\$7,604,006	26.84%	●
Supplies	\$215,486,551	\$200,249,631	\$15,236,920	7.61%	●
Purchased Services	\$86,069,951	\$81,354,354	\$4,715,596	5.80%	●
Depreciation	\$36,921,578	\$29,329,876	\$7,591,702	25.88%	●
Amortization	\$22,248,790	\$19,762,460	\$2,486,329	12.58%	●
Repairs & Maintenance	\$11,898,980	\$11,521,515	\$377,465	3.28%	●
Utilities	\$6,530,682	\$6,024,757	\$505,924	8.40%	●
Other Expenses	\$12,933,382	\$12,992,927	(\$59,545)	(0.46%)	●
Rental/Leases	\$2,104,205	\$2,267,510	(\$163,305)	(7.20%)	●
<b>Total Expenses</b>	<b>\$1,137,844,384</b>	<b>\$1,050,123,070</b>	<b>\$87,721,314</b>	<b>8.35%</b>	●

## Operating Expense Variances

### • Professional Fees

- \$5.2M - Strategic Service Line Initiatives – Crisis Stabilization Center
- \$2.1M - Increase in overnight Radiology Providers
- \$290K - Increase in specialists (Stroke, Neuro and Hand Surgery)

### • Supplies

- \$7.8M - Supplies increase due to inflation and volume
- \$7.4M - Strategic Service Line Initiatives (OP Infusion Clinic & Cath Lab)

### • Purchased Services

- \$1.2M - Bird Deterrents
- \$580K - Coding Services
- \$490K - Increase in UNLV Resident Salary/Mission Support
- \$410K - Hyland OnBase Document Scanning Software
- \$270K - Patient Access Curator

### • Utilities

- \$500K - Rate increases and new properties

**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  
March 19, 2025

Agenda Item #

**15**