



UMC Governing Board

Wednesday, May 28, 2025 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

Delta Point, 1st Floor

901 Rancho Lane, Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada Meeting of the GOVERNING BOARD

May 28, 2025, 2:00 p.m.

901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a Meeting of the UMC Governing Board has been called and will be held on Wednesday, May 28, 2025, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website at <http://www.umcsn.com>, Clark County's website at <https://clarkcountynv.gov/agendas>, at Nevada Public Notice at <https://notice.nv.gov/>, at the University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office), and at the CC Government Center 500 S. Grand Central Pkwy, 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, Governing Board Secretary, at (702) 765-7949. The Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

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 Board 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 Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the regular and special meetings of the UMC Governing Board held on April 30, 2025 and May 5, 2025. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the May 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 27, 2025; and take action as deemed appropriate. *(For possible action)*
5. Approve and authorize the Chief Executive Officer to sign the Amendment Five to the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*
7. Award the RFP No. 2025-02 for Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, LLC; 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)*
8. Approve and authorize the Chief Executive Officer to sign the Amendment No. 4 (Add Product and Delete Product Amendment) to Master Customer Agreement with Experian Health, Inc. for revenue cycle software solutions; exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Shopping Center Lease with Spring Valley Town Center Las Vegas, Nv, LLC; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

10. Receive an educational ICARE Training from Danita Cohen, Chief Experience Officer; and direct staff accordingly. *(For possible action)*
11. Review and discuss the Governing Board 2025 Action Plan, to include an update from Shana Tello, Academic and External Affairs Administrator and Amy Runge, Ambulatory

Clinical Manager for Wellness, regarding the Mindful Mental Health Support Group Resource at UMC; and take any action deemed appropriate. *(For possible action)*

12. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
13. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
14. Receive the monthly financial report from the Chief Financial Officer for April and year-to-date FY25; and take any action deemed appropriate. *(For possible action)*
15. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
16. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*
17. Review for approval amendments to the Governing Board Bylaws to conform with Chapter 3.74 of the Clark County Code; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

19. Go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.
20. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted 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.

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

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

***University Medical Center of Southern Nevada
Governing Board Special Meeting
April 30, 2025***

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, April 30, 2025
12:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 12:00 PM. The meeting was called to order at the hour of 12:00 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Donald Mackay, M.D. Vice-Chair (WebEx)
Harry Hagerty
Laura Lopez Hobbs (WebEx)
Mary Lynn Palenik
Robyn Caspersen
Renee Franklin
Chris Haase
Bill Noonan

Ex-Officio Members:

Present:

John Fildes, MD, Ex-Officio (WebEx)
Dr. Meena Vohra, Chief of Staff
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

None

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Agenda (*For possible action*)

FINAL ACTION:

A motion was made by Member Franklin that the agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2: BUSINESS ITEMS

ITEM NO. 3 Accept the appointment of a new Clinical Quality and Professional Affairs Committee Chair; and take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- None

Due to personal reasons, Dr. Mackay has submitted his resignation as Chair of the Clinical Quality Committee. Pursuant to Section 7.2 of the Governing Board Bylaws, the Chair of the Board shall appoint the Chair of each Committee.

Chair O'Reilly appointed E. Renee Franklin to serve as the Chair of the Clinical Quality and Professional Affairs Committee.

- FINAL ACTION:

A motion was made by Member Caspersen to approve the appointment of Member Renee Franklin to serve as Chair of the Clinical Quality Committee. Motion carried by majority vote. Members Franklin and Mackay abstained from the vote.

ITEM NO. 4 Approve Elect a new Vice-Chair to the Governing Board, to serve the remainder of the term ending January 2026; and take any action deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- None

Due to personal reasons, Dr. Mackay has submitted his resignation as Vice-Chair of the Governing Board. He will continue to serve as member of the Governing Board.

Member Palenik nominated Harry Hagerty to serve as Vice-Chair of the Governing Board. There were no further nominations or discussions.

FINAL ACTION:

A motion was made by Member Palenik that Harry Hagerty serve as the Vice-Chair of the Governing Board. Motion carried by majority vote. Members Hagerty and Mackay abstained from the vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 5 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

None

FINAL ACTION:

None

SECTION 4: CLOSED SESSION

ITEM NO. 6 Go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.

DISCUSSION:

None

FINAL ACTION:

At this time, a motion was made by Member Hagerty to go into closed session pursuant to NRS 241.015(4)(c). Motion carried by unanimous vote.

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

FINAL ACTION TAKEN:

There being no further business to come before the Board at this time, at the hour of 12:10 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

There being no further business to come before the Board at this time, at the hour of 1:28 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

DRAFT

**University Medical Center of Southern Nevada
Governing Board Meeting
April 30, 2025**

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, April 30, 2025
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Harry Hagerty, Vice Chair
Donald Mackay, M.D. (WebEx)
Laura Lopez-Hobbs (WebEx)
Mary Lynn Palenik
Robyn Caspersen
Renee Franklin
Chris Haase
Bill Noonan

Ex-Officio Members:

Present:

John Fildes, MD, Ex-Officio (WebEx)
Dr. Meena Vohra, Chief of Staff
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

None

Others Present:

Mason Van Houweling, Chief Executive Officer (Web-Ex)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Debra Fox, Chief Nursing Officer
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary
Craig Dabbs, Health Trust
Dr. Carmen Flores, Specialty Staff Physician
UMC Tranquility Medicine Team

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members participated in an exercise provided by the UMC Tranquility Nursing team, focusing on the importance of practicing gratitude.

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on March 26, 2025. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Hagerty that the minutes be approved as presented. Motion carried by unanimous vote.

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

Item 20 was removed from the agenda, and Item 22 will be discussed after the closed session.

FINAL ACTION:

A motion was made by Member Franklin that the agenda be approved as amended. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the April 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 22, 2025; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Credentialing Activities

ITEM NO. 5 Approve the UMC Policies and Procedures Committee's activities of February 5, 2025 and March 5, 2025 including the recommended creation,

revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Policies and Procedures

ITEM NO. 6 Ratify Amendment Seven to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Agreement – 7th Amendment
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Amendments with Vizient, Inc. for Clinical Data Base, Vizient Data Connector, and Patient Safety Organization; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Amendment to Agreement
- Amendment to SOW
- Disclosure of Ownership

ITEM NO. 8 Award the Bid No. 2025-03, UMC 5755 E Charleston Clinic Remodel Project PWP# CL-2025-268, to Monument Construction the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- ITB 2025-03 - UMC 5755 E Charleston Clinic Remodel Project Agreement
- Disclosure of Ownership

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Core Service Agreement and Amendment #1 with Philips Healthcare, a division of Philips North America LLC; authorize the Chief Executive Officer to execute any future change orders within the not-to-exceed amount of these Agreements; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Quote – Amendment 1
- Disclosure of Ownership

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement with Agiliti Surgical Equipment Repair, Inc; authorize

the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- Stainless Power Agreement
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 11 Approve the Endorsement Application Letter for the Crisis Stabilization Center; and take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- Letter – DPBH

FINAL ACTION:

A motion was made by Member Hagerty that Consent Items 4-11 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 12 Receive an educational update from Craig Dabbs, Sr. Director of Strategic Accounts with Health Trust, regarding the impact of the tariffs on supplies at UMC; and direct staff accordingly. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Craig Dabbs, Sr. Director of Strategic Accounts with Health Trust, provided a brief high-level overview of the effects of tariffs on the supply chain at UMC.

Health Trust is the GPO partner with UMC and agreements terms are between 3-5 years, with firm pricing during the life of the term. Health Trust does not negotiate mid-cycle increases. Currently UMC utilizes approximately 360 suppliers through Health Trust for various supply needs, including medical, surgical and pharmaceutical products. Suppliers are located worldwide.

A list outlining some of the countries with reciprocal tariffs was shown. The 10% tariffs announced in April would affect approximately 180 countries; higher reciprocal tariffs were introduced to more than 57 countries. These reciprocal tariffs were ultimately paused for 90 days.

Mr. Dabbs stated that Health Trust is currently evaluating the impacts of the proposed tariffs, as the situation is changing almost daily. He added that China, Mexico and Canada has the largest exposure to tariffs. Rx suppliers are taking proactive steps to mitigate financial risks. Modifying purchasing patterns is not recommended, as this could lead to shortages in the industry. Mr. Dabbs

continued the discussion regarding some of the risks and disruptions that may impact construction projects.

UMC's spend is highly aligned to the agreements with Health Trust and the vast majority of spend remains protected by firm pricing terms.

UMC can mitigate the impact of tariffs by developing and implementing mitigation strategies in collaboration with suppliers and by maintaining firm contract terms to ensure price stability.

FINAL ACTION:

None

ITEM NO. 13 Review and discuss the Governing Board 2025 Action Plan, to include an update from Dr. Carmen Flores, regarding robotic surgeries at UMC, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Dr. Flores provided an educational overview of the robotic surgery program and the accomplishments at UMC. Minimally invasive surgery can provide smaller incisions, shorter operative times, shorter length of stay and less complications for patients. UMC was the first in the state to provide robotic surgery technology with the DaVinci 5 system.

There has been a significant increase in the use of robotic surgery platform in the US. There is at least one Da Vinci system in each of the 100 largest residency program hospitals in the US. The robotic platform results in better patient outcomes, better care team experience, better patient experience and lower total cost of care. Dr. Flores added that robotic surgery has become the gold standard of care in multiple service types of minimally invasive surgeries.

UMC began robotic surgeries in 2014. Approximately 3,500 patients have received a minimally invasive procedure through the robotic surgery platform. A list of the types of surgeries was shown. Hospital leadership and physician staff have collaborated to initiate strategies to expand in the types of cases and improve technology. Dr. Flores reviewed the quarterly increases of procedure volumes by modality and OR footprint to date.

Lastly, Dr. Flores presented slides highlighting DaVinci collaboration, staff training, diversification and surgeon recruitment. A discussion ensued regarding remote training technology and the benefits of artificial technology using the robotic platform.

FINAL ACTION:

None

ITEM NO. 14 Receive a report from the Governing Board Strategic Planning Committee; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Hagerty provided a report on the meeting, which was held on Thursday, April 3, at 9:00 a.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

The committee received a report highlighting growth, improvements and challenges in the focused service lines, which included surgery, orthopedics, cardiac services, ambulatory, women's and children's services.

A review of the organizational performance goals showed all goals are in process of being met.

Lastly, the Committee received a presentation on the Physician Experience, highlighting the internal and external physician relationships. The team has focused on promoting physician awareness in the community.

There were no emerging issues, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 15 Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Caspersen provided a report on the meeting, which was held on Wednesday, April 23, 2025, at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

The CFO provided a report on the monthly financial results and fiscal year-end financials for March 2025. The discussion included items impacting financial results, results compared to budget, as well as operating and financial metrics, and the current status of receipt of federal supplemental payments. The report also provided an update on the status of the organizational performance goals.

Next, the Committee received a report of the proposed budget for FY2026. A revised budget was discussed and is included on today's agenda. The committee also discussed the how the FY26 financial goals can affect labor efficiencies.

The other business items were reviewed and approved or ratified by the Committee during the meeting. All of the contracts that were approved during the meeting are a part of today's consent agenda.

There was one emerging issue, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 16 Receive the monthly financial report from the Chief Financial Officer for March and year-to-date FY25; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- March FY25 Financial Reports

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for March FY2025. Statistics were compared to budget, prior year and the 12-month average.

The key indicators for March showed admission 2 % above budget. Observation cases were below budget 29%. Average length of stay was 5.65 days. Overall acuity was 1.81 and Medicare CMI was 2.12. Inpatient surgeries were below budget 7.5% and outpatient surgeries were 9% above budget. There were 15 transplant cases.

ER visits were approximately 3% above budget. The conversion rate showed improvement. Quick care volumes were under budget 16%, and primary care volumes were above budget by 12%. Telehealth visits were below budget 444 visits. Ortho clinic was above budget 12%, which is a record high. There were 100 deliveries.

The income statement for March showed operating revenue above budget \$55K. Operating expenses were above budget \$454K. EBITDA was \$3 million on a budget of \$2.8 million, \$221K above budget. March year to date EBIDTA was \$28.4 million on a budget of \$28.6 million, leaving us \$200K below budget.

Salaries, wages, and benefits were reviewed. SWB was \$243K above budget. All other expenses were above budget \$700K.

FINAL ACTION:

None

ITEM NO. 17 Approve the Proposed Final FY2026 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- FY2026 Proposed Final Operating Budget

Ms. Wakem reviewed the proposed budget, which will be submitted to the county.

FY26 budget assumptions included in key statistics were admissions, length of stay reduction and ER visits. Strategic service line initiatives for ambulatory, crisis stabilization, liver services, cardiac services, orthopedics, interventional radiology and other initiatives were included in the budget, as well as federal supplemental payments. Expenses related to wage adjustments, resident salary and supplies were also built into the budget.

FY26 Proposed key stats were compared to FY25 Projection. Admissions show an anticipated increase of 2.3%, observation days show a 20% decrease, and length of stay down 6%. Quick cares are up 9.75% and primary care clinics up 5%. General surgery clinic was added as a new service and deliveries are up 1%.

The income statement showed adjusted net revenue going up \$66.1 million. Supplemental payments decreased. Net patient revenue is going up \$57.9 million and other revenue is decreasing slightly. Operating revenue is up \$56.6 million and operating expenses going up \$83 million for FY26. EBIDTA is budgeted at \$22.9 million, which is a reduction of \$16.6 million when compared to the \$39.5 million projection for FY25.

All other expenses are up \$83.8 million, primarily in labor, although there will be a reduction in contract labor. FTEs will increase due to PERS, merits and union contract increases. Professional fees will increase due to the Crisis Stabilization Center and radiology.

The final budget will go to the County after approval by the Board.

Lastly, Ms. Wakem reviewed potential legislative impacts related to the potential Medicaid cuts. These impacts are not included in the budget.

FINAL ACTION:

A motion was made by Member Caspersen to approve the budget as presented and recommend the Final Operating Budget for FY26 be submitted to Clark County as presented. Motion carried by unanimous vote.

ITEM NO.18 Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

Dean Alison Netski provided highlights on the activities for the School of Medicine.

The Dean began by reminding the Board that this is graduation season for students and residents. The residency program will be graduating 112 residents and fellows in June. There are 24 accredited residency and fellowship programs.

The school recently received a site visit for the OBGYN and were awarded continued accreditation. The Family Medicine Residency program is scheduled for a 10-year site visit in May and anticipates continuing accreditation.

The medical school graduation will take place on Friday at 2:00 p.m. at Ham Hall. Approximately 41% of students will remain in Nevada, and 13% will move to California. She added that 43% of students will go into primary care subspecialties, including family medicine, internal medicine, pediatrics, and OB-GYN. 2,300 applications were received for the new school year, and 20% were first-generation students.

In the first quarter of 2025, the UNLV Health physicians in multiple specialties treated 2,447 patients at UMC.

Community events at the school included the STEM Enrichment for high school students and the Research Forum.

The school has received \$10.8 million in grants for research and the development of specialty programs in patient care. There are 12 active clinical trials taking place. The school is looking for additional opportunities to accept more clinical trials.

Chairman O'Reilly welcomed Dean Netski and looks forward to working with the school to continue building a strong relationship and overcome challenges, with the goal in providing the best in patient care within the community.

FINAL ACTION:

None

ITEM NO. 19 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Tony Marinello, Chief Operating Officer, provided the following CEO updates:

- Becker's Hospital Review "100 Academic Medical Centers to Know"
- DNV Update - DNV hospital-wide survey took place April 1-3 with 8 surveyors onsite. There were 15 findings and action plans are in process and will be reviewed in 60-days. Comprehensive Stroke and Cardiac Center of Excellence surveys are anticipated later this year.
- Construction underway to renovate first-floor main lobby has begun

- SNHD renews authorization of UMC's Level I and Level II Trauma Center
- Trauma Survivors Celebration - May 8th at Noon – Caesars
- Nurses Week Celebration – May 6-12
- Hospital Week Celebration and Food Fest – May 14 - 11:00am/6:00pm
- UMC ReVITALize Grand Reveal – May 16th at 11:00 am and 7:30 pm
- UMC received distinction from Anthem for transplant high quality and patient outcomes.

FINAL ACTION:

None

ITEM NO. 20 Discuss the current status, potential next steps, and alternatives with respect to ongoing UMC dispute resolution proceedings with UNLV and its UNLV School of Medicine; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

This item was removed from the agenda.

FINAL ACTION:

None

ITEM NO. 21 Discuss proposed Ordinance to amend Chapter 3.74 of the Clark County Code and effect on the current Governing Board Bylaws; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Chairman O'Reilly articulated the changes that have been proposed to amend the current Governing Board Bylaws, affecting the process by which a board member may be removed from the board and the CEO contract ratification.

The board members held a robust discussion regarding the subject matter.

Member Hagerty commented that he is willing to accept changes as they relate to the management of the board, consistent with the way the county manages other boards. He took acception to the ratification of the CEO contract and added that the success of the hospital is due to the relationship that the board has with the CEO and staff. He does not agree with the Board being removed from this oversight and delegation of the CEO contract.

Chairman O'Reilly agreed and suggested a motion to oppose the ordinance.

Member Hagerty clarified that he does not object to being dismissed for convenience, but rather to the ratification of the CEO contract.

Chairman O'Reilly responded by suggesting two separate motions regarding the ordinance to remove board members and the CEO contract.

Member Caspersen agreed that the CEO responsibility should not be taken away from the Governing Board. She commented that if the changes to the board structure could have adverse consequences to the successes that the hospital has had.

A lengthy discussion ensued regarding the fiduciary responsibility of the Governing Board and the consequences if the Board's oversight responsibility is removed.

Chairman O'Reilly stressed the importance of the relationship between UMC and UNLV SOM to the community and the future of healthcare in the community. He suggested that staff draft a resolution that addresses the Board's opposition to issues related to changes to the ordinance, as the UMC Governing Board is not like any other division of the county.

Member Noonan commented that the loss of control of the CEO would be problematic and opposes the change to the CEO delegation. He added that it would be a problem to fight against the decision to change the ordinance. There has been a 7-0 vote for change and it is certain to move forward.

Chairman O'Reilly continued to voice concern with the changes to the governance structure of the Board.

Member Palenik added that the board serves in an at-will capacity and the trustees have the authority to appoint members and to say no.

Member Franklin added that the board is in place to serve the community. It is fundamentally problematic if the goal is to remove members based on differences in opinion.

Chairman O'Reilly suggested a motion to object the amendment to Chapter 3.74 of the Clark County Code as it relates to the CEO contract.

Member Lopez-Hobbs commented on the reason that he is a member of the board. She fundamentally agrees with Members Hagerty and Noonan regarding the 7-0 vote from the county commissioners.

Member Mackay commented on the accomplishments and experience of the members of the UMC Governing Board and UMC management team. He added that the commissioners have spoken and he agrees that they should not assume control of the CEO contract.

A motion was made by Member Hagerty that the Board object to the change in the ordinance as it relates to the county commission to have the ability to ratify the contract of the CEO.

Member Caspersen asked for clarification regarding the ratification of the contract. Ms. Pitz explained that it is subject to an approval by the Board of Hospital Trustees.

Member Palenik asked if there is a correlation to the budget and the CEO contract. Ms. Pitz responded that the county retains authority with respect to the budget, which is separate from the CEO contract currently.

Ms. Pitz asked for clarification regarding the drafting of the resolution.

Member Hagerty revised his motion.

A motion was made by Member Hagerty to oppose the portion of the ordinance as it relates to the County Commission's ability to appoint, review and terminate the CEO. Motion carried by unanimous vote.

A motion was made by Member Hagerty to object to the proposed change in the ordinance that allows members of the Board to be removed for convenience.

Chairman O'Reilly would like to add "without first consulting with team that first drafted the original ordinance".

The members questioned the need to add the additional language regarding the consultants. There was continued discussion regarding this topic. The members feel that it is unnecessary to add the additional qualifying language.

Ms. Pitz reminded the Board that the two county meetings held were to request of staff to draft an ordinance amendment and subsequently to set the public hearing. The county will hold the public hearing on May 6th.

After brief discussion regarding the structure of the motion.

Chairman O'Reilly suggested that staff draft a resolution that can be submitted to the county. The resolution will be discussed and the Monday Special Governing Board meeting.

FINAL ACTION:

None

ITEM NO. 22 Discuss status report on the Foundation for the Future of UMC; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

This item was tabled to be heard after the closed session.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

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

DISCUSSION:

None

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

FINAL ACTION TAKEN:

None

A motion was made by Member Hagerty to go into closed session. At this time, the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 24 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

DISCUSSION:

None

FINAL ACTION:

None

At this time, the Board reconvened at the hour of 5:26 p.m. in open session and returned to hear Item 22.

ITEM NO. 22 Discuss status report on the Foundation for the Future of UMC; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Chair O'Reilly suggested that the members review the Foundation of the Future Report and provide feedback to staff. This item will be considered for discussion at the special meeting to be held on Monday, May 5, 2025 for possible adoption.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were again called. No such comments were heard.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 5:29 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

***University Medical Center of Southern Nevada
Governing Board Special Meeting
May 5, 2025***

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, May 5, 2025
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:05 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Harry Hagerty, Vice-Chair
Renee Franklin
Laura Lopez-Hobbs
Chris Haase
Donald Mackay, M.D. (WebEx)
Mary Lynn Palenik (WebEx)
Robyn Caspersen (WebEx)

Ex-Officio Members:

Present:

Dr. Meena Vohra, Chief of Staff
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

Bill Noonan
John Fildes, MD, Ex-Officio

Others Present:

Mason Van Houweling, Chief Executive Officer (WebEx)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Debra Fox, Chief Nursing Officer
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Medicine Team

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Agenda (*For possible action*)

FINAL ACTION:

A motion was made by Member Lopez-Hobbs that the agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2: BUSINESS ITEMS

ITEM NO. 3 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Franklin provided a report on the meeting, which was held on Wednesday, April 7, 2025, at 2:03 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

A presentation was received from the Infection Prevention Director regarding hand hygiene technology. The Committee reviewed challenges and best practices that UMC has implemented. Hand hygiene programs are required by both CMS and Leapfrog. The direct cost of HAI to hospitals ranges from \$28 to \$45 billion annually. Hand hygiene is the cornerstone in of infection prevention and improvement in compliance has been associated with reduced hospital acquired infections and pathogen transmissions.

Next, the Committee received an update on the 2024 Annual Infection Prevention Program Evaluation. All goals were met with very few exceptions.

Deb Fox, CNO provided an update on the status of the Magnet journey. The Committee was introduced to many of the nursing leaders that have moved the journey forward. Process timeline, documentation requirements, priorities and costs were reviewed. The designation decision is scheduled for the spring of 2026.

An update on FY2025 Organizational Goals was reviewed. All goals are currently being met with two exceptions.

The Committee reviewed and approved the Policies and Procedures Committee's activities of December 4, 2024, and January 2, 2025, which were a part of today's consent agenda.

There was one emerging issue, no public comment, and the meeting adjourned.

FINAL ACTION:

None

- ITEM NO. 4 Discuss the current status, potential next steps, and alternatives with respect to ongoing UMC dispute resolution proceedings with UNLV and its UNLV School of Medicine; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

This item was tabled, to be heard after the closed session.

FINAL ACTION:

None

- ITEM NO. 5 Discuss proposed Ordinance to amend Chapter 3.74 of the Clark County Code and effect on the current Governing Board Bylaws; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Chairman O'Reilly reminded the Board of the resolution that was passed at the previous month's meeting. A written resolution was prepared by Counsel and forwarded to the members for review and comment.

FINAL ACTION:

A motion was made by Member Hagerty to adopt the formal Resolution of the Governing Board. The motion passed by a majority vote. Member Palenik abstained.

- ITEM NO. 6 Discuss updated report on the Foundation for the Future of UMC; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Chairman O'Reilly reminded the Board of the Foundation of the Future report, which was reviewed and circulated to the Board for review and feedback at last month's meeting. Comments were received, and the report was modified with minor changes based on the feedback.

FINAL ACTION:

A motion was made by Member Haase to adopt the Foundation of the Future of UMC Report. The motion passed by a unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 7 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

This item was tabled until after the closed session.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

Chairman O'Reilly thanked Commissioners Gibson and Naft for their attendance at the meeting and for their support to UMC.

A motion was made that the Board go into closed session.

FINAL ACTION TAKEN:

At this time, a motion was made by Member Franklin to go into closed session pursuant to NRS 241.015(4)(c). Motion carried by unanimous vote.

At the hour of 2:12 PM, the Board recessed to go into closed session.

SECTION 4: CLOSED SESSION

ITEM NO. 8 Go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.

DISCUSSION:

None

FINAL ACTION:

None

The Board reconvened at 3:02 pm. At this time, the Board returned to hear Item No. 4 for discussion.

ITEM NO. 4 Discuss the current status, potential next steps, and alternatives with respect to ongoing UMC dispute resolution proceedings with UNLV and its UNLV School of Medicine, and take any action deemed appropriate. (For possible action)

DISCUSSION:

Chairman O'Reilly began the discussion by welcoming the new Dean, Dr. Netski.

Staff was directed to create resolutions to make clear the position of the UMC Governing Board.

The following resolutions were made:

FINAL ACTION TAKEN:

A motion was made by Member Hagerty that UMC Governing Board hereby confirms that it does not object to the UNLV Research Foundation entering into an agreement with Intermountain Health limited to a landlord/tenant lease agreement for the purpose of allowing Intermountain Health to build a state of the art Children's Hospital at the Harry Reid Research Park.

A discussion ensued regarding the ownership of the land, which is not owned by UNLV and the governance relationship between the Foundation and UNLV.

The motion carried by unanimous vote.

A motion was made by Member Hagerty that the UMC Governing Board confirms it does not object to Intermountain Health building a state-of-the-art Children's Hospital in Clark County but rather welcomes the opportunity to work with and compete with Intermountain Health, consistent with how UMC currently works with and competes with other hospitals in Clark County to provide the best care possible for all in Clark County, including children. The motion carried by unanimous vote.

A motion was made by Member Lopez-Hobbs that the UMC Governing Board confirm its long-standing commitment to continue to fully develop and enhance the premier Academic Health Center at and around UMC in the Las Vegas Medical District, including but not limited to its longstanding UMC Children's Hospital.

Chairman O'Reilly commented on rumors regarding disunity between the Board and UMC Executives.

Therefore, a motion was made by Member Haase that the UMC Governing Board confirms its agreement with the issues and concerns regarding UNLV set forth by UMC CEO Mason Van Houweling in his letter of April 18, 2025, to now Interim President Chris Heavey, and the "Responses to Points of Concern. The motion carried by unanimous vote.

A motion was made by Member Franklin that the UMC Governing Board hereby confirms the commitment of UMC to continue to work with UNLV SOM (KKSOM) and directs the UMC CEO and management team to continue to negotiate any new agreements with UNLV and UNLV SOM (KKSOM) upon receipt of complete transparency and accountability by UNLV, UNLV SOM (KKSOM), and other UNLV entities regarding all accounting, GME, and legal documentation relating to the Academic Health Center at UNLV and all funds and UMC residents entrusted to UNLV SOM (KKSOM), including all documents needed to fully complete the pending audit and the other pending analyses. The motion carried by unanimous vote.

Lastly, a motion was made by Member Hagerty that the UMC Governing Board direct staff to prepare formal resolutions to reconfirm each of the aforementioned motions, to include reference to the related documents, facts, and issues, so that the decisions of the Governing Board are clearly stated and available for anyone who is interested in the same. The motion carried by unanimous vote.

At this time, the Board returned to hear any emerging issues.

SECTION 3: EMERGING ISSUES

ITEM NO. 7 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

None

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 3:12 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

DRAFT

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

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the May 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 27, 2025; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly.

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the May 15, 2025 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the May 27, 2025 meetings.

Cleared for Agenda
May 28, 2025

Agenda Item #

4

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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May 28, 2025

Date: May 28, 2025
To: Governing Board
From: Credentials Committee
Subject: May 15, 2025 Credentialing Activities

I. NEW BUSINESS

- OB/GYN DOP Sonata - Transcervical Radiofrequency Ablation
- Attestation - Supervising Physician & Advanced Practice Providers

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Fleury	Aimee	M.D.	05/27/2025 - 02/28/2027	OB/GYN	Women's Cancer Center	1
2	Gould	Natalie	M.D.	05/27/2025 - 03/31/2027	OB/GYN	Women's Cancer Center	1
3	Gupta	Sumit	M.D.	05/27/2025 - 11/30/2026	Pediatric Hematology/Oncology	Cure 4 The Kids Foundation	1
4	Gurz	Sana	M.D.	07/01/2025 - 07/31/2026	Internal Medicine	UNLV Health	Hold
5	Kaighn	Patti	APRN	05/27/2025 - 05/31/2026	Surgery/Urology	Las Vegas Urology	1
6	Lazaro	Shane	APRN	05/27/2025 - 09/30/2026	Family Medicine	Platinum Hospitalists	1
7	Madaras-Kelly	Kendra	D.O.	07/01/2025 - 09/30/2026	Emergency Medicine / Adult Emergency Medicine / Trauma	UMC Emergency	Hold
8	Miller	Pauline	M.D.	05/27/2025 - 08/31/2026	Internal Medicine	Pioneer Healthcare	1
9	Miyanari	Akira	M.D.	05/27/2025 - 09/30/2026	Family Medicine	Mike O'Callaghan Military Medical Center (ROTATOR)	1
10	Montiel-Esparza	Raul	M.D.	05/27/2025 - 12/31/2026	Pediatric Hematology/Oncology	Cure 4 The Kids Foundation	1
11	Powers	Faun	M.D.	07/01/2025 - 02/28/2027	Psychiatry	UNLV Health	Hold
12	Ritchie	Schuyler	APRN	05/27/2025 - 09/30/2026	Medicine Nephrology	Kidney Specialists of Southern NV	1
13	Rouse	Jessica	M.D.	05/27/2025 - 06/30/2026	Internal Medicine	Mike O'Callaghan Military Medical Center (ROTATOR)	1
14	Shah	Vishal	M.D.	05/27/2025 - 12/31/2026	Family Medicine	UMC Hospitalists	1
15	Shindruck	Averyl	M.D.	05/27/2025 - 11/30/2026	Emergency Medicine / Adult Emergency Medicine	Mike O'Callaghan Military Medical Center (INTERGRATED)	1
16	Spiertos	Nicola	M.D.	05/27/2025 - 07/31/2026	OB/GYN	Women's Cancer Center	1
17	Thirumalai	Shanti	M.D.	05/27/2025 - 03/31/2027	Teleneurology	Pokroy Medical Group of Nevada	1
18	Weston	Stuart	M.D.	05/27/2025 - 11/30/2026	Critical Care	Mike O'Callaghan Military Medical Center (ROTATOR)	1

B. REAPPOINTMENTS TO STAFF

1	Agrawal	Roli	M.D.	07/01/2025 -06/30/2027	Radiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions	1
2	Ahmed	Imtiaz	M.D.	07/01/2025- 06/30/2026	Radiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions	1
3	Almeyda- Perez	Julian	M.D.	07/01/2025 - 06/30/2027	Medicine/Internal Medicine	Active Membership and Privileges	UMC Hospitalists	1
4	Alnajjar	Eva	M.D.	07/01/2025 - 06/30/2027	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern NV	1
5	Angotti	Lisa	M.D.	07/01/2025 - 06/30/2027	Department of Surgery/General 02- 2023/Trauma Surgery/Trauma Critical.	Active with Membership and Privileges to Affiliate with Membership and Privileges	UNLV Surgery	1
6	Armuth	Spencer	D.M.D.	07/01/2025 - 06/30/2027	Surgery/Oral/Maxill ofacial Surgery	Affiliate Membership and Privileges	Nevada OMS	1
7	Asad	Shadaba	M.D.	07/01/2025 - 06/30/2027	Medicine/Infectious Disease	Active Membership and Privileges	UMC Epidemiology	1
8	Baizas	Carla	CRNA	07/01/2025- 06/30/2027	Anesthesiology	APP Dependent Privileges	UMC Anesthesia	1
9	Bradley	Royal	APRN	07/01/2025- 06/30/2027	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC- Centennial Quick Care	1
10	Bronstein	Andrew	M.D.	07/01/2025- 06/30/2027	Orthopaedic Surgery/Hand Surgery	Active with Membership and Privileges to Affiliate with Membership and Privileges	Bronstein Hand Center	1
11	Chang	Shirong	M.D.	07/01/2025 - 06/30/2027	Surgery/Pediatric Surgery/TraumaPed SurgicalPrivilege	Active Membership and Privileges	UNLV Pediatric Surgery	1

12	Chu	Jay	M.D.	07/01/2025 - 06/30/2027	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada	1
13	Demeter	Eva	PAC	07/01/2025- 06/30/2027	Ambulatory Care/Quick Care	APP Dependent Privileges	UMC-Blue Diamond Quick Care	1
14	Duong	Annie Lynn	M.D.	07/01/2025- 06/30/2027	Anesthesiology	Affiliate Membership and Privileges	Duong Anesthesia PLLC	1
15	Ellerton	John	M.D.	07/01/2025- 06/30/2027	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	OptumCare Cancer Care	1
16	Ganesan	George	M.D.	07/01/2025- 06/30/2027	Surgery/Urology	Affiliate Membership and Privileges	Children's Urology Associates	1
17	Garber	Jason	M.D.	07/01/2025- 06/30/2027	Neurosurgery	Affiliate Membership and Privileges	Las Vegas Neurosurgical Institute	1
18	Garcia	Anna Martina	PAC	07/01/2025- 06/30/2027	Surgery/Urology	APP Dependent Privileges	Las Vegas Urology	1
19	Henry	David	PAC	07/01/2025- 06/30/2027	Ambulatory Care/Quick Care	APP Dependent Privileges	UMC-Nellis Quick Care	1
20	Kahn	Marc	M.D.	07/01/2025- 06/30/2027	Medicine/Hematology/Oncology	Active with Membership and Privileges to Affiliate with Membership and Privileges	UNLV Medicine	1
21	Kioka	Mutsumi	M.D.	07/01/2025- 06/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	UNLV Medicine	1
22	Kwan	Tina	M.D.	07/01/2025- 06/30/2027	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center Nevada	1
23	Lee	Ki Buom	M.D.	07/01/2025- 06/30/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC-Centennial Quick Care	1

24	Marrero	Rita	C.N.M.	07/01/2025-06/30/2027	Obstetrics and Gynecology	APP Independent Membership and Privileges	UNLV Health	1
25	Massey	Bentley	M.D.	07/01/2025-06/30/2026	Surgery/General Surgery & Trauma Surgery	Affiliate Membership and Privileges	UNLV Health	1
26	Mukherjee	Ranadev	M.D.	07/01/2025-06/30/2027	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates	1
27	Ongtengco	Richard	M.D.	07/01/2025-06/30/2027	Medicine/Internal Medicine	Active Membership and Privileges	UMC Hospitalists	1
28	Prabhu	Rachakonda	M.D.	07/01/2025-06/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges to Refer & Follow	Redrock Medical Group & Eldorado Medical	1
29	Rachakonda	Tara	M.D.	07/01/2025-06/30/2027	Medicine/Sleep Medicine	Affiliate Membership and Privileges to Refer & Follow	Sleep Center of Nevada	1
30	Rogers	Aron	D.O.	07/01/2025-06/30/2027	Family Medicine	Affiliate Membership and Privileges	UNLV Family Medicine	1
31	Ross	David	M.D.	07/01/2025-06/30/2027	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	1
32	Saint-Victor	Marvell	M.D.	07/01/2025-06/30/2026	Radiology	Affiliate Membership and Privileges	UMC Radiology	1
33	Salvador	Mark	APRN	07/01/2025-06/30/2027	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists	1
34	Sanders	Matthew	PAC	07/01/2025-06/30/2027	Ambulatory Care/Quick Care	APP Dependent Privileges	UMC-Sunset Quick Care	1
35	Sua	Ryan	CRNA	07/01/2025-06/30/2027	Anesthesiology	APP Dependent Privileges	UMC Anesthesia	1
36	Suba	Faisal	M.D.	07/01/2025-06/30/2027	Medicine/Psychiatry	Affiliate Membership and Privileges	UNLV Medicine	1
37	Swanson	Eric	M.D.	07/01/2025-06/30/2027	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Oral & Maxillofacial Surgery Assoc of NV	1

38	Tiangco	Noreen	M.D.	07/01/2025-06/30/2027	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	1
39	Truc	Clarice	M.D.	07/01/2025-06/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare	1
40	Venkatesan	Srinivasan	M.D.	07/01/2025-06/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare	1
41	Vohra	Meena	M.D.	07/01/2025-06/30/2027	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care	1
42	Wilson	Lisa	M.D.	07/01/2025-06/30/2027	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	1
43	Yang	Vincent	M.D.	07/01/2025-06/30/2027	Medicine/Nephrology	Active Membership and Privileges to Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada	1

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Agrawal	Roli	M.D.	07/01/2025 - 06/30/2027	Radiology/Teleradiology	Withdraw Privilege: Core Radiology Procedures.
2	Ahmed	Imtiaz	M.D.	07/01/2025 - 06/30/2026	Radiology/Teleradiology	Withdraw Privileges: ** Core Radiology Procedures ** Ultrasound Guided Procedures, and CT Guided Procedures.
3	Alnajjar	Eva	M.D.	07/01/2025 - 06/30/2027	Obstetrics and Gynecology	New Privileges: ** Hysteroscopy Operative ** Hysteroscopic Diagnostic ** Da Vinci robotic
4	Angotti	Lisa	M.D.	07/01/2025 - 06/30/2027	Department of Surgery/General 02-2023/Trauma Surgery/Trauma Critical.	New Privilege: (Trauma Critical Care) ** Management of Intracranial Pressure Monitoring. Withdraw Privileges: (Trauma Surgery DOP) ** Advanced Laparoscopic Surgery ** Percutaneous Dilatational Tracheostomy
5	Baizas	Carla	CRNA	07/01/2025 - 06/30/2027	Anesthesiology	Withdraw Privilege: Central Line
6	Bronstein	Andrew	M.D.	07/01/2025 - 06/30/2027	Orthopaedic Surgery/Hand Surgery	Withdraw Privileges: ** Replantation of the upper extremity and digits ** Free Tissue Transfer

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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7	Chang	Shirong	M.D.	07/01/2025 - 06/30/2027	Surgery/Pediatric Surgery/TraumaPedSurgicalPrivilege	Withdraw Privilege (Surgery DOP): Da Vinci Robotics
8	Chu	Jay	M.D.	07/01/2025 - 06/30/2027	Medicine/Nephrology	Withdraw Privilege: Total Parenteral Nutrition (TPN)
9	Duong	Annie Lynn	M.D.	07/01/2025 - 06/30/2027	Anesthesiology	Withdraw Privilege: Dental Anesthesiology
10	Ellerton	John	M.D.	07/01/2025 - 06/30/2027	Medicine/Hematology/Oncology	Withdraw Privilege: Internal Medicine
11	Ganesan	George	M.D.	07/01/2025 - 06/30/2027	Surgery/Urology	Withdraw Privileges: ** Ambulatory ** Laparoscopic Procedures
12	Garber	Jason	M.D.	07/01/2025 - 06/30/2027	Neurosurgery	Withdraw 9 previous Privileges = Adult 18yrs, Shunts, Spinal Cord Surgery, Stereotaxic surgery, Surgery of the spine, All types of Craniotomies, Pain management, Laminectomies, Muscule biopsy.
13	Garcia	Anna Martina	PAC	07/01/2025 - 06/30/2027	Surgery/Urology	New Privilege: ** Bedside incision and drainage of the Scrotum
14	Kahn	Marc	M.D.	07/01/2025 - 06/30/2027	Medicine/Hematology/Oncology	New Privilege: Internal Medicine Withdraw Privileges: ** Oncology ** Refer & Follow ** Ambulatory Medicine
15	Kioka	Mutsumi	M.D.	07/01/2025 - 06/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	New Privilege: ** Adult Extracorporeal Membrane Oxygenation (ECMO) Management Withdraw Privilege: ** Therapeutic Whole Lung Lavage.
16	Lee	Ki Buom	M.D.	07/01/2025 - 06/30/2026	Medicine/Internal Medicine	New Department: Ambulatory Care Department
17	Massey	Bentley	M.D.	07/01/2025 - 06/30/2026	Surgery/General Surgery & Trauma Surgery	Withdraw Privilege: Advanced Laparoscopic Surgery (General Surgery DOP)
18	Mukherjee	Ranadev	M.D.	07/01/2025 - 06/30/2027	Medicine/Gastroenterology	Withdraw Privilege: Endoscopic Retrograde Cholangiopancreatography (ERCP)

19	Salvador	Mark	APRN	07/01/2025 - 06/30/2027	Medicine/Internal Medicine	New Privileges: ** Cleanse and debride wounds, suture lacerations, remove sutures and staples. ** Perform Venipuncture
20	Vohra	Meena	M.D.	07/01/2025 - 06/30/2027	Pediatric/Critical Care	Withdraw Privileges: ** Core Pediatric ** Moderate Sedation ** Deep Sedation

D. MODIFICATION OF PRIVILEGES

1	Blaker	Melissa	D.O.	Surgery/Cardiovascular/Thoracic Surgery	Modification of Privileges - Withdraw Privilege: Da Vinci Robotic
2	LeFevre	Kyle	PAC	Surgery/Urology	Modification of Privileges - Withdraw Privileges: ** Pediatric Patients ** Cystoscopy.
3	Micev	Alan	M.D.	Orthopedic Surgery & Hand Surgery	Modification of Privileges - Withdraw Privilege: Treatment of Fracture of Distal Radius and Ulna.
4	Reddy	Dhruv	M.D.	Medicine/Internal Medicine	Modification of Privileges - Withdraw Department: Ambulatory Care
5	Varras	John	M.D.	Medicine/Internal Medicine	Modification of Privileges - Withdraw Privilege: Telemedicine Privilege.

E. MODIFICATION OF PRIVILEGE: TEMPORARY PROCTORING

1	Caverly	Erin	D.O.	Surgery / General Surgery	Modification of Privileges - New Temp Privilege (Trauma Surgery DOP): Deep Sedation (Proctoring)
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F. EXTENSION OF INITIAL FPPE

1	Barikzi	Leeda	D.O.	Internal Medicine	Extend Initial FPPE through November 25, 2025 due to not able to provide cases
2	De Leon	Emily	PAC	Surgery/General	Extend APP Initial FPPE through November 25, 2025 due to not able to provide cases
3	DeAndrea	G.A.	M.D.	Medicine/Neurology	Extend Initial FPPE through November 25, 2025 due to not able to provide cases
4	Gopalani	Sameer	M.D.	OB GYN/Maternal & Fetal Medicine	Extend Initial FPPE through November 25, 2025 due to not able to provide cases
5	Khan	Kamran	D.O.	Family Medicine	Extend Initial FPPE through November 25, 2025 due to not able to provide cases
6	Rodriguez	Carlos	D.O.	Medicine/Physical Medicine and Rehabilitation	Extend Initial FPPE through November 25, 2025 due to not able to provide cases

G. EXTENSION OF INITIAL FPPE – DEPARTMENT/PRIVILEGE

1	Miller (Wilbanks)	Liliana	APRN	Medicine/Internal Medicine	Extend FPPE for New Department : Ambulatory through November 25, 2025 due to not able to provide cases
2	Orr	Daniel	DDS	Surgery/Oral/Maxil lofacial Surgery & Anesthesiology	Extend FPPE for New Department : Anesthesiology thru November 25, 2025 due to not able to provide cases

H. INITIAL FPPE – STATUS CHANGE

1	Bekele	Meseret	APRN	Medicine / Cardiology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Independent Membership Privileges - Completion of FPPE
2	Beren	Donna	APRN	Radiology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Independent Membership Privileges
3	Brian	Rosalie	APRN	Medicine/Nephrology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Independent Membership Privileges
4	Casper	Kevin	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
5	Joshi	Dhires	M.D.	Medicine Infectious Disease	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
6	Ludlow	David	M.D.	Surgery/ Urology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
7	Mailland	Kevin	DO	Family Medicine/Sports Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
8	Mody	Pooja	D.O.	Surgery/General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
9	Pozolo	Cara	M.D.	CVT	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
10	Ray	Bryan	M.D.	Anesthesia	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
11	Roehr	Casey	M.D.	Orthopedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE

12	Shah	Bijal	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
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I. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGES

1	Baynosa	Jennifer	M.D.	Surgery/General Surgery	Completion of FPPE: Amputations
2	Flores	Janice	APRN	Surgery/General Surgery	Completion of FPPE: Pediatric Patients
3	Hawkins	Lakisha	M.D.	Ambulatory Care & Medicine	Completion of FPPE: Telemedicine
4	Suarez-Kelly	Lorena	M.D.	Surgery/General Surgery	Completion of FPPE: Da Vinci Robot
5	Drnovsek	Valerie	M.D.	Radiology	Completion of FPPE: ** Core Radiology Procedures ** Simple Angio-Interventional Procedures ** Ultrasound Guided Procedures ** CT Guided Procedures ** Diagnostic Angiography and Venography ** Percutaneous Interventional Procedures ** Moderate Sedation
6	Palone	Tina	APRN	Medicine/Internal Medicine	Completion of FPPE - New Department: Ambulatory
7	Salazar	Stephanie	APRN	Medicine/Internal Medicine	Completion of FPPE - New Department: Ambulatory

J. STATUS CHANGE

1	Slocum	Joshua	MD	Anesthesiology	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
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K. LOA - REQUEST

1	Makai	Balazs	M.D.	Anesthesiology	UMC Anesthesia	Request for LOA - Changing Employment
2	Samlowski	Wolfram	M.D.	Medicine/Hematology/Oncology	Comprehensive Cancer Center	Request for LOA - Changing Employment
3	Vargo	Simone	APRN	Ambulatory Care/Quick Care	UMC Anesthesia	Request for LOA - Changing Employment

L. RESIGNATIONS

1	Ali	Ahmed	M.D.	Medicine/Internal Medicine	Aviator Medical Center	Deceased
2	Abalos	Cherylene	D.O.	Medicine/Internal Medicine	Michael O'Callaghan Military Medical Center	Resignation - Separating from the Military
3	Barnes	Glenn	D.O.	Family Medicine	UNLV Health	Resignation - Change in Contracted Group
4	Bennett	Richard	D.O.	Anesthesiology	Red Rock Anesthesia Consulting LLC	Resignation - Credentialing Fee
5	Bigcas	Jo-Lawrence	M.D.	Surgery/Otolaryngology	UNLV Health	Resignation - Relocating
6	Caiano	Matthew	PAC	Family Medicine	Mike O'Callaghan Military Medical Center	ROTATOR privileges end 6/30/2025
7	Collier	Ryan	M.D.	Medicine/Infectious Disease	Michael O'Callaghan Military Medical Center	Resignation - Relocating
8	De Luna	Michelle	APRN	Medicine/Internal Medicine	UMC Hospitalists	Resignation
9	Dodds	Colin	M.D.	Radiology	Medicus Healthcare Solutions	Resignation form effective 6/30/2025
10	Eckert	Molly	APRN	Medicine/Internal Medicine	Platinum Hospitalist	Resignation - No longer with the group
11	Fisher	Robert	M.D.	Anesthesiology	Medicus Healthcare Solutions	Resignation form completed 1/14/2025
12	Lythgoe	Stacey	APRN	Medicine	Integrative Cancer Care of NV	Resignation - Out of Compliance: Expired DEA
13	Maduka	Godwin	M.D.	Anesthesiology	Las Vegas Pain Institute	Voluntary Resignation - No Reappointment Application Submitted
14	Mavroidis	Demetrios	M.D.	Surgery/CVT	Nevada Heart and Vascular Center	Resignation
15	Minh	Charles	M.D.	Anesthesiology	UMC Anesthesia	Resignation
16	Nguyen	Kha	M.D.	Radiology	Medicus	Resignation
17	Prince	McKell	PAC	Surgery/Otolaryngology	UNLV Health	Resignation - Changed Employment

M. PINK – OFF CYCLE

1	Rahul	Handa	M.D.	Surgery/CVT	Nevada Heart & Vascular Heart
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N. ADJOURNMENT

CORE PRIVILEGES IN OB/GYN

SPECIAL PRIVILEGES IN OBSTETRICS/GYNECOLOGY				
SPECIAL Privileges in the Department of OB/GYN are defined as high risk, problem prone or new technology and not routinely part of Obstetrics/Gynecology practice.				
ELIGIBILITY CRITERIA: To be eligible to request SPECIAL privileges, the applicant must meet the minimum criteria for CORE privileges in addition to those stated with the following:				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	
Transcervical Radiofrequency Ablation	<p>Initial: Hold current Hysteroscopy privilege at UMC. Provide education certification from the vendor and 10 cases within the past 24 months. OR provide a certificate of education completion from a vendor within the past 12 months. Once approved, the first 10 cases will be completed with the vendor’s sonographer present (provide documentation to the Medical Staff Office)</p> <p>Reappointment: Provide 4 cases within the past 24 months.</p>			



ATTESTATION BY SUPERVISING PHYSICIAN & ADVANCED PRACTICE PROVIDERS

(To be completed by supervising physician & advanced practice providers)

I, _____, have read and will abide by the Medical Staff Bylaws and Rules and Regulations, specifically as they apply to the Advanced Practice Providers (APP). I also acknowledge the following:

- ❖ Ensuring patient continuity, safety, and high-quality care is a shared responsibility among healthcare providers. Each provider plays a crucial role in prioritizing patient well-being, with effective communication and collaboration being essential for seamless care throughout their journey. Healthcare professionals work together to safeguard patients and maintain high care standards.
- ❖ It is expected that an APP will respond by telephone when called and/or in person when requested to attend to a patient on-site, according to the timelines outlined in the UMC Medical Staff Bylaws, Rules and Regulations, and Hospital policies and procedures.
- ❖ All APPs are required to document in the EHR, especially when notified of a patient's changing condition, Medical Emergency Response Team Call (MERT), Code, etc.
- ❖ When requested to attend to a patient, I will either personally care for the patient and promptly inform my supervising physician or contact the physician directly to provide care.
- ❖ The supervising physician, or designee*, must be physically present within the boundaries of Clark County while on call or providing care for patients under the physician's supervision. Additionally, this individual must be readily accessible and prepared to travel to the hospital if an urgent situation arises that requires their attention.

Advanced Practice Provider (Printed)

Date

Advanced Practice Provider Signature

I, _____ am a licensed physician authorized to practice medicine in Nevada and hereby supervise _____ (the APP's) request for clinical privileges at University Medical Center of Southern Nevada ("UMC"). I represent that the APP is qualified and competent to perform all privileges for which they have requested to be granted at UMC.

I agree to serve as the APP's supervising physician and will perform the duties of a supervising physician in accordance with the UMC Medical Dental Staff Bylaws, Rules & Regulations, and hospital policies. I shall ensure the APP does not exceed the scope of their practice and shall be responsible for overseeing the APP's exercise of clinical privileges at UMC. When exercising clinical privileges at UMC, I agree that the APP shall be supervised by me or my designee*. Either I or my designee* will be immediately available to respond in person if requested.

In the event that I should cease serving as the APP's supervising physician, I shall immediately inform the UMC Medical Staff.

Supervising Physician Name (Printed)

Date

Supervising Physician Signature

**A designee is defined as a physician who is part of the same group as the supervising physician or serves as a covering physician for that supervisor. This individual must also possess the necessary privileges that are appropriate for overseeing the clinical activities of an Advanced Practice Provider (APP).*

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

Issue:	Amendment Five to the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Five to the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	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 5 extending Term – May 27, 2020 – May 1, 2026	
Amount: Revenue based on volume	
Out Clause: 60 days w/o cause	

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called “Plan”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment One, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two, effective May 1, 2021, added SelectHealth Med (HMO/POS) Network to the existing Agreement. Amendment Three, effective May 1, 2023, updated the compensation schedule for Select Health Med (HMO/POS). Amendment Four, effective July 1, 2023 requested to update the revenue codes in the Compensation Schedule.

This Amendment Five requests to extend the Term of the Agreement, update the revenue codes listed in Exhibit A, and increase the reimbursement rates specified in the Compensation Schedule. All other terms in the Agreement are unchanged.

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.

Cleared for Agenda
May 28, 2025

Agenda Item #

5

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 21, 2025 meeting and recommended for approval by the Governing Board.

**AMENDMENT FIVE TO THE
PARTICIPATING FACILITY AGREEMENT**

This Amendment Five to the Participating Facility Agreement ("Amendment Five") is made and entered into by and between SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc. ("Select Health"), (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital"). The effective date of Amendment Five is May 1, 2025 ("Effective Date").

WHEREAS, Plan and Hospital (each a "Party" and collectively, the "Parties") entered into a Participating Facility Agreement effective the 27th day of May, 2020 , as amended by that certain amendment one to Participating Facility Agreement effective October 8, 2020 (the "Amendment One"), and by that amendment two to Participating Facility Agreement effective May 1, 2021 (the "Amendment Two"); and by that amendment three to Participating Facility Agreement effective May 1, 2023 (the "Amendment Three"), and by that amendment four to Participating Facility Agreement effective July 1, 2023 (the "Amendment Four") (collectively, the "Agreement");

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, the Parties desire to further update the revenue codes and compensation schedules in Exhibit A as attached hereto.

NOW THEREFORE, the Parties agree that the Agreement shall be amended as follows:

Exhibit A will be deleted in its entirety and replaced with Exhibit A attached and incorporated herein by reference.

Section VII Term and Termination shall be deleted and replaced with the following:

The Agreement is effective as of May 27, 2020 and extends until May 1, 2027.

Except as expressly stated herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Five to be effective as of the date indicated above.

**SelectHealth, Inc. and
SelectHealth Benefit Assurance Company, Inc.**

University Medical Center of Southern Nevada:

DocuSigned by:
By: Jon Griffith
35E274D075D6406...

By: _____

Print Name: Jon Griffith

Print Name: Mason Van Houweling

Title: VP & COO

Title: Chief Executive Officer

Date: 05/12/2025

Date: _____

EXHIBIT A
Select Health Value Network Select Health Med Network
Compensation Schedule
*[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

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: SelectHealth, Inc.						
(Include d.b.a., if applicable)						
Street Address:		5381 Green Street		Website: www.selethealth.org		
City, State and Zip Code:		Murray, UT 84123		POC Name: Rachelle Lopez Email: Rachelle.lopez@selecthealth.org		
Telephone No:		800-538-5038		Fax No: NA		
Nevada Local Street Address: (If different from above)		6795 Agilysis Way, Ste 110		Website: www.selethealth.org		
City, State and Zip Code:		Las Vegas, NV 89113		Local Fax No: NA		
Local Telephone No:		800-538-5038		Local POC Name: Rachelle Lopez Email: Rachelle.lopez@selecthealth.org		

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)
Robert Hitchcock	President and CEO	
Bryan Nielsen	Secretary	
Todd Trettin	Treasurer, Chief Financial Officer	
Jon Griffith	Chief Operations Officer	
Heather O'Toole	Chief Medical Officer	
Robert Allen	Director/Trustee	
Michael Fordyce	Director/Trustee	
Elizabeth Owens	Director/Trustee	
Maria Summers	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Michael Anglin	Director/Trustee	
Deneece Glenn Huftalin	Director/Trustee	
Katherine Sanderson	Director/Trustee	
Cyndi Rodgers Tetro	Director/Trustee	
Josh England	Director/Trustee	
David Sanford	Director/Trustee	
James Valin	Director/Trustee	
Kevin Potts	Director/Trustee	
Joseph Walker	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS


Meme Callnin

Director/Trustee

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

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

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

 Signed by:
Signature
General Counsel
Title

Bryan Nielsen

Print Name

05/12/2025

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			

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Professional Services Agreement (Hand Surgery) with Hand Surgery Specialists of Nevada (Young), LLP	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP for hand surgery services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Hand Surgery Call Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 7/1/2025 to 6/30/2028 with two 1-year options	
Amount: \$2,500 per day for on-call services; NTE \$912,500 per year or potential aggregate of NTE \$4,562,500 for five (5) years	
Out Clause: 30 days w/o cause	

BACKGROUND:

This request is to approve the Professional Services Agreement for Group Physician On-Call Coverage with Hand Surgery Specialists of Nevada (Young), LLP (Provider). Provider will provide 24/7 emergency and on-call hand surgery services for UMC's inpatients and outpatients in accordance with the call schedule maintained by Medical Staff.

UMC will compensate Provider \$2,500 per day or a NTE yearly total of \$912,500 from July 1, 2025 through June 30, 2028, with the option to extend for two 1-year periods. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC. Either party may terminate this Agreement with a 30-day written notice to the other.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 21, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 28, 2025

Agenda Item #

6

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

This Agreement is made and entered into as of the date last signed by the parties below, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “Hospital”) and **Hand Surgery Specialists of Nevada (Young), LLP**, with its principal place of business at 9321 W. Sunset Road, Las Vegas, NV 89148 (hereinafter referred to as the “Provider”);

WHEREAS, Hospital is the operator of an Orthopedic Department (the “Department”) located in Hospital which requires certain Services (as defined below); and

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from a physician(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a hand surgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of hand surgery, as more specifically described herein.

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

I. DEFINITIONS

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

- 1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition related to hand surgery.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Surgery Department.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to

provide Services pursuant to this Agreement. Colby P. Young, MD is required to provide services as a Member Physician of Provider.

- 1.6 On-Call Services. Emergency surgical services Hospital's inpatients and outpatients, 24 hours per day/seven days per week in accordance with the Hand Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and the Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference. The Services shall include all clinical services as set forth in the Department's delineation of privileges.

2.2 Medical Staff Appointment.

- a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
- b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.
- c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

- i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- vi. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:

- i. is Board Certified or Board Eligible (pursuant to the Medical Staff's delineation of privileges) in Hand Surgery;
- ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
- iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
- iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
- v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
- ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

- 2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify the Hospital of such a breach and/or fails to remove any Member Physician that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.
- 2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.6 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.
- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

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

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), all collectively referred to as “HIPAA Regulations”. Provider shall preserve the confidentiality of Protected Health Information (PHI) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent requirement for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care

Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient’s PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

- 2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

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

- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing related to the provisions of the Clinical Services.

- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed

by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

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

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

V. COMPENSATION

During the term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider \$2,500.00 per day. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated. It is mutually agreed that the overall compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on July 1, 2025 (the “Effective Date”), and subject to paragraph 7.5, shall remain in effect through June 30, 2028 (the “Initial Term”). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each a “Successive Term”) (together the Initial Term and any Successive Term(s) shall be referred to as the “Term”).

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any change in membership or ownership of Provider's group or professional corporation.
- c. Any action against the license of any of Provider’s Member Physicians;
- d. Any breach of a representation or warranty as required under Section 2.3;
or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

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

3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for

the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 7.10 False Claims Act.
- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of

the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at corey.mcdaniel@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

- 7.11 **Federal, State, Local Laws.** Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 **Financial Obligation.** Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 **Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 **Indemnification.** Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 7.16 **Interpretation.** Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be

construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:
- To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
- To Provider: Hand Surgery Specialists of Nevada (Young), LLP
9321 W. Sunset Road
Las Vegas, NV 89148
- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained,

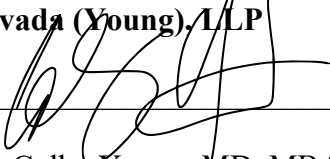
shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

n/a

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

Provider:
**Hand Surgery Specialists
of Nevada (Young), LLP**

By:  _____

Name: Colby Young, MD, MBA

Title: Managing Partner, Hand Surgery Specialists

Date: May, 15, 2025

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

By: _____

Name: Mason VanHouweling

Chief Executive Officer

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital 24 hours per day, 7 days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy.

Clinical Services:

- a. All hand surgery inpatients shall be assessed by the on-call physician within 24 hours of admission. Rounding on inpatients to occur a minimum of 14 hours per week (telephonic coverage at all other times as needed).
- b. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients with all due-diligence arising from the emergency and on-call services for inpatient hand surgery patients.

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

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physician(s):

Colby Young, MD
David Fadell, DO
Jedediah Jones, MD
Daniel Kokmeyer, MD
Ashley Pistorio, MD
Alan Micev, MD
Armando Davila, MD

EXHIBIT B

STANDARDS OF PERFORMANCE

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

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

(including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

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

- n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.
- r. Provider shall ensure that all medical record charts will be completed and signed as follows: 1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 30 days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i)inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.
- u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- w. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate.

ATTACHMENT 1

NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

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

Federal False Claims Act

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

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

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

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

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

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

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

Nevada State False Claims Act

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

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

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the UMC EthicsPoint Website at <http://umcintranet/compliancehotline.html>, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-6211.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 19						
Corporate/Business Entity Name:		HAND SURGERY SPECIALISTS OF NEVADA (YOUNG), LLP				
(Include d.b.a., if applicable)		HAND SURGERY SPECIALISTS OF NEVADA, LLP				
Street Address:		9321 W SUNSET RD.		Website: HSSNV.COM		
City, State and Zip Code:		LAS VEGAS, NV 89148		POC Name: COLBY YOUNG		
				Email: CPYMD@HSSN.COM		
Telephone No:		702-645-7800		Fax No: 888-960-9070		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
COLBY YOUNG, MD	MD	33%
JEDIDIAH W JONES	MD	33%
DAVID M FADELL	DO	33%

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

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

☐ Yes ☒ No


(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

☐ Yes ☒ No

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

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

 Signature MD	COLBY YOUNG Print Name 7-6-2020 Date
Title	Date

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

Issue:	Award RFP No. 2025-02, Out-of-Country Billing and Collection Services, to Sunbelt Medical Billings, LLC.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award the RFP No. 2025-02 for Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, LLC; 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. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Out-of-country billing and collection services	
Bid/RFP/CBE: RFP 2025-02	
Term: Five years	
Amount: Not-to-Exceed: \$360,000 annually or \$1,800,000 in aggregate	
Out Clause: Termination for convenience with 15 days' prior notice.	

BACKGROUND:

On March 21, 2025, a request for proposals (RFP), RFP 2025-02 for Out-of-Country Billing and Collection Services, was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from the public for out-of-country billing and collection services which include, in part, for non-USA accounts only, the following: providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements with past patients and their respective insurers, if applicable, answering questions related to statements, fielding calls for account audits and charge disputes, and generally providing collection agency intervention in an effort to collect past due medical bills previously determined to be uncollectible by UMC (collectively, the “Scope”).

Responses were received prior to the April 14, 2025 deadline from the following vendors:

Sunbelt Medical Billings, LLC (doing business as Sunbelt Health Partners)
International Revenue Recovery Group, Inc.

Cleared for Agenda
May 28, 2025

Agenda Item #

7

An ad hoc committee (consisting of UMC's Director of Patient Accounting and Assistant Director of Patient Accounting) reviewed and scored the two proposals received from the aforementioned vendors, independently and anonymously, and recommended the selection of, and contract approval with, Sunbelt Medical Billings, LLC (hereafter, "Sunbelt").

For the total not-to-exceed RFP award of \$360,000 per year, \$1,800,000 in aggregate, for the five-year term, Sunbelt will provide the services defined above as the Scope. The term of the Agreement as negotiated is to begin on July 1, 2025 and continue through the conclusion of the date that is five years thereafter. UMC retains the right to terminate for convenience with 15 days' prior notice.

UMC staff have reviewed the terms and found them both equitable and a likely cost savings to UMC compared with the alternative proposal received for similar work as that set forth in the Agreement. The alternative proposal submitted a proposed rate of 13% of recoveries, while this Agreement with Sunbelt is 9% of recoveries for the first 181 days and 16% of recoveries after the 181st day.

Sunbelt is an active and Nevada-registered limited liability company and has a Nevada Business ID of NV20161464353.

UMC's Director of Patient Accounting has reviewed and recommended the award of this Agreement. UMC's Office of General Counsel has approved the Agreement in its current form.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their May 21, 2025 meeting and recommended for award by the Governing Board.



May 28, 2025

Sunbelt Medical Billings, LLC
J. Matthew Vines
1451 W. Cypress Creek Rd., Suite 206
Fort Lauderdale, FL 33309

RE: Notice of Award
RFP No. 2025-02 Out-of-Country Billing and Collection Services

Dear J. Matthew Vines,

On behalf of University Medical Center of Southern Nevada ("UMC"), I want to inform you that Sunbelt Medical Billings, LLC, is hereby awarded RFP No. 2025-02 for Out-of-Country Billing and Collection Services. The Agreement will commence on July 1, 2025.

Should you have any questions, please direct them to:

Fred Parandi
Contracts Specialist
Phone: (702) 383-2346
E-mail: fred.parandi@umcsn.com

I thank you for your interest in doing business with UMC, and I look forward to a great working relationship with your company.

Sincerely,

Mason Van Houweling
Chief Executive Officer

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**RFP NO. 2025-02
OUT-OF-COUNTRY BILLING
AND COLLECTION SERVICES**

SUNBELT MEDICAL BILLINGS, LLC D/B/A SUNBELT MEDICAL INTERNATIONAL
NAME OF FIRM
J. Matthew Vines
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1451 W. Cypress Creek Rd., Suite 206 Fort Lauderdale, FL 33309
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(954) 568-1033
(AREA CODE) AND TELEPHONE NUMBER
mattv@sunbelthp.com
E-MAIL ADDRESS

RFP NO. 2025-02 OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and SUNBELT MEDICAL BILLINGS, LLC D/B/A SUNBELT MEDICAL INTERNATIONAL (hereinafter referred to as "COMPANY"), for OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,800,000, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from July 1, 2025 through June 30, 2030 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit A-1**) for the fixed not-to-exceed fee of \$1,800,000. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within sixty (60) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within sixty (60) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally

qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared,

completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

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

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the

compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY: Sunbelt Medical Billings, LLC
1451 W. Cypress Creek Rd., Suite 206
Fort Lauderdale, FL 33309

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as

Exhibit D.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as “employees”) has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY’s receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General’s exclusion list (OIG website), the General Services Administration’s Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control’s (OFAC’s) blocked list shall constitute “exclusion” for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC’s blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term “Federal Health Care Program” means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children’s health insurance program, or any similar program.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

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

and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

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

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE)

subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

W. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** of this Agreement.

X. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

COMPANY NAME

By: David Agarth May 9, 2025
David Agarth DATE
President

EXHIBIT A SCOPE OF WORK

Subject to other terms set forth herein, upon discharge and coding, HOSPITAL will place all accounts for patients that are believed to be residing outside the United States of America (USA) (non-USA accounts). COMPANY will seek to obtain reimbursement for HOSPITAL's non-USA accounts through provider enrollment, billing, follow-up and collection activities related to such accounts. COMPANY will staff and manage an offsite (not on HOSPITAL property) billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. COMPANY will employ professionals versed in the various international insurance plans, travel policies and the wide range of health coverage throughout the globe, to ensure HOSPITAL is in compliance and reimbursed properly.

1. Hospital Information:

- a. **Facility Name:** University Medical Center of Southern Nevada (UMC)
- b. **Location:** Las Vegas, NV
 - i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 500
 - ii. University Medical Center of Southern Nevada – Physicians Services
1800 W. Charleston Blvd.
Las Vegas, NV 89102
- c. **Gross Patient Revenue:**
 - i. UMC: \$ 3,214,598,473
- d. **Net Patient Revenue:**
 - i. UMC: \$649,511,610
- e. **Average Monthly Referral Volume (#; \$):**
 - i. Gross: 107 accounts \$ 2,077,686.75
- f. **Patient Accounting System:** EPIC
 - i. Daily note files will be required from COMPANY.
 - 1. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC.
 - ii. COMPANY must be able to accept an average of 837 transaction files daily.

2. HOSPITAL's Vendor Requirements:

- a. COMPANY must have experience working with EPIC; HOSPITAL shall train a super user in EPIC. COMPANY shall be responsible for training their staff after receiving training from HOSPITAL.
- b. COMPANY must have all licenses necessary to comply with state and federal legal/regulatory requirements in Clark County, Nevada, USA as a billing and collections agency.
- c. COMPANY must work accounts at minimum based on the following:
 - i. HOSPITAL will assign all accounts for patients residing outside of the USA to COMPANY upon discharge and coding, and will seek to obtain reimbursement on these accounts through any of the following avenues:
 - 1. Provider enrollment.
 - 2. Billing.
 - 3. Follow-up and collection activities related to the accounts.
 - 4. Engage in required third party billing agreements as necessary for the billing services related to various payers and intermediaries.
 - ii. To ensure HIPAA compliance, HOSPITAL's accounts will be maintained separately from any other client accounts handled by COMPANY.
 - iii. HOSPITAL will be allowed to recall any account they deem necessary according to a mutually agreed upon process between COMPANY and HOSPITAL.
 - iv. COMPANY will staff and manage a remote billing center to handle the billing, tracking, follow-up and collection efforts related to the accounts referred to COMPANY.
 - 1. Remote team must be made up of professionals versed in various international insurance plans, travel policies, and a wide range of health coverage to ensure HOSPITAL is in compliance with and reimbursed properly for all services rendered by HOSPITAL.

2. COMPANY must have access to legal professionals versed in travel insurance, foreign insurance plans, and familiar with multiple jurisdictional legal requirements who must be part of the management team.
3. COMPANY will be responsible for providing training of all representatives associated with HOSPITAL's accounts to include all applicable laws, policies, regulations, and privacy of medical information.
- v. COMPANY will seek to obtain reimbursement for all necessary account applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the different third party entities.
- vi. COMPANY will complete any enrollment applications and forms on behalf of HOSPITAL that are necessary for the provision of services under this project. If necessary, COMPANY can work with HOSPITAL to complete the required applications and forms.
- vii. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
- viii. COMPANY must give monthly updates to the vendor management team and HOSPITAL leadership team surrounding the top ten (10) highest dollar accounts in their inventory and the status of those claims.
- ix. COMPANY must hold themselves to the standards of HOSPITAL when speaking to any and all parties outside of HOSPITAL regarding any HOSPITAL account.
- x. COMPANY must adhere to the Fair Debt Collection Practices Act and all applicable federal and state laws related to billing and collections.
- xi. COMPANY must be able to send and receive encrypted emails to ensure strict adherence to patient privacy laws.
- d. COMPANY must comply with HOSPITAL's Vendor Management (VM) including, but not limited to the following:
 - i. Attend meetings as deemed necessary by the VM at no additional cost.
 - ii. Provide
 1. Inventory file must be submitted via the VM's SFTP on a weekly basis or as otherwise agreed upon.
 2. Invoice detail file must be submitted via the VM's SFTP on a monthly basis or as otherwise agreed upon.
- e. COMPANY will return the accounts to HOSPITAL upon HOSPITAL's request according to an agreed upon process.
- f. COMPANY's hours of operation at minimum must be from 7:00 a.m. to 6:00 p.m. PDT or PST, Monday through Friday.
- g. COMPANY's management team will include legal professionals well versed in travel insurance, foreign insurance plans and familiar with multiple jurisdictional legal requirements.
- h. COMPANY shall provide monthly reports to include performance reports, the status of accounts placed and reconciled between the HOSPITAL's and COMPANY's IT systems.
- i. COMPANY shall engage in required third party billing agreements for the billing services related to various payers and intermediaries regarding electronic claims submission, eligibility verification, data entry emulation and other required services.
- j. COMPANY's standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers.
- k. HOSPITAL shall be responsible for updating any patient records in the EPIC system which COMPANY identifies new or corrected insurance information.
- l. HOSPITAL shall perform any rebilling tasks for updated or corrected claims which COMPANY identifies.
- m. HOSPITAL shall coordinate all health information management requests from COMPANY to gather and send all HOSPITAL's patient medical records that have been requested by insurance carriers as part of their account processing and review.
3. **Other:** COMPANY will accept HOSPITAL's backlog as needed and determined by HOSPITAL.
4. **Payment Terms:** Net 60 days.
5. **Term:** The Agreement term will be for five (5) years.
6. **Ownership of Records:** All data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.
7. **Governing Law:** Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.
8. **Estimates:** Notwithstanding anything contained herein to the contrary, all estimates set forth herein, including, but not limited to, bed size and revenue figures, are subject to change and are not guarantees of future performance.

EXHIBIT A-1
FEE SCHEDULE

- HOSPITAL shall pay COMPANY 9% of all recoveries from assigned accounts 181 days or less of placement.
- HOSPITAL shall pay COMPANY 16% of all recoveries from assigned accounts greater than 181 days of placement.
- This Fee Schedule is all-inclusive of COMPANY's labor, supplies, equipment, software, traveling expenses, and any other expense incurred by COMPANY to complete the Scope of Work set forth in Exhibit A.
- COMPANY shall provide HOSPITAL with monthly invoices no later than the 15th day of the then-current month for services provided to the HOSPITAL in the month immediately then-preceding.
- Payment terms shall be net-60 days.

EXHIBIT B INSURANCE REQUIREMENTS

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: **OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES** (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT
NAME:PHONE
(A/C No. Ext): BROKER'S PHONE NUMBERFAX
(A/C No.) BROKER'S FAX NUMBERE-MAIL
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. //TYPE//S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

3. COMPANY'S
BEST KEY
RATING

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
							MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	X					WC STATUTORY LIMITS	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

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

OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES**9. CERTIFICATE HOLDER****CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

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

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: **RFP 2025-02 OUT-OF-COUNTRY BILLING AND COLLECTION SERVICES**

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** 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 **Nevada** 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 **Nevada** 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 **Nevada** 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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

EXHIBIT D

Business Associate Agreement

This Agreement is made and effective as of the last date of signature set forth below, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **SUNBELT MEDICAL BILLINGS, LLC D/B/A SUNBELT MEDICAL INTERNATIONAL**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
 - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
Mason VanHouweling
Title: Chief Executive Officer

By: David Agarth
David Agarth
Title: President

Date: _____

Date: May 9, 2025

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

B. The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.**

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

Uber/Lyft/Taxi/Shuttle Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

The following are some of the charges that will **NOT** be allowed for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.

EXHIBIT E

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Sunbelt Medical Billings, LLC				
(Include d.b.a., if applicable)		Sunbelt Health Partners				
Street Address:		1451 W. Cypress Creek Rd., Suite 206		Website: www.sunbelthealthpartners.com		
City, State and Zip Code:		Fort Lauderdale, FL 33309		POC Name: Matt Vines Email: MattV@sunbeltmi.com		
Telephone No:		954-568-1033		Fax No:		
Nevada Local Street Address: (If different from above)		N/A		Website: NA		
City, State and Zip Code:		NA		Local Fax No: NA		
Local Telephone No:		NA		Local POC Name: NA Email: NA		

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)
Reynolda Equity Pamters, LLC	Managing Member	59.0%
Doug Marchant	Member	14.2%
Michalee Reece	Chief Executive Officer	9.6%
Joe Ward	Vice President, Information Technology	9.6%

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

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

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

 Signature	David Agarth Print Name
President Title	4/14/2025 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
None.			

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Amendment No. 4 to Master Customer Agreement with Experian Health, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment No. 4 (Add Product and Delete Product Amendment) to Master Customer Agreement with Experian Health, Inc. for revenue cycle software solutions; exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000856000	Funded Pgm/Grant: N/A
Description: Add Patient Access Curator	
Bid/RFP/CBE: NRS 332.115.1(h) – Software	
Term: Amendment 4 – from Go-Live Date to 6/21/2027	
Amount: Amendment 4 cost breakdown:	

Add Patient Access Curator (Implementation, Subscription and Eligibility Pass-Through Fees)	Annual Fees
Year 5: Go-Live and continue for 12 months – UMC	\$531,500
Year 5: Go-Live and continue for 12 months – UNLVKSOM	\$238,700
Year 6: prorated; estimated 9 months remaining (ending 6/21/27) – UMC	Est. \$419,405
Year 6: prorated; estimated 9 months remaining (ending 6/21/27) – UNLVKSOM	Est. \$188,748
Total	Est. \$1,378,353

Out Clause: 90 days w/o cause prior to the expiration of the Initial Term or at the end of any Renewal Term (if applicable)

BACKGROUND:

On June 30, 2021, the Governing Board approved a new Master Customer Agreement (“Agreement”) with Experian Health, Inc. (“Experian”) to acquire revenue cycle software solutions on patient identity and eligibility verification, coverage discovery, patient financial clearance, claims management, Precise ID and CCI/LCD/NCD (collectively, the “software solutions”). These software solutions help (1) automate insurance coverage verifications and provide real time plan-specific benefits information; (2) assess a patient’s

Cleared for Agenda
May 28, 2025

Agenda Item #

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propensity to pay and connect those that potentially qualify for financial assistance; and (3) ensure that all claims are clean and data-driven before submission to a government or commercial payer. The Initial Term of the Agreement was from June 22, 2021 through June 21, 2024 and may be extended for an unlimited number of 12-month periods subject to written agreement. The Agreement may be terminated by either party with a 90-day written notice prior to the end of the Initial Term or any Renewal Term, if applicable. The estimated annual cost is \$1.2+ million. Amendment 1, effective June 29, 2022, added the ClaimSource Dental solution utilized by UMC to assist with dental claim submissions. Amendment 2, effective February 1, 2024, requested to: (i) delete all OR - Authorization modules in the Agreement; (ii) extend the Term for three (3) years through June 21, 2027; and (iii) add the Registration QA (RQA). Amendment 3, back-dated to be effective November 7, 2023, added the Aliante QC and Harry Reid Airport QC locations into the Agreement for ClaimSource EDI/Remits.

This Amendment No. 4 requests to: (1) delete the following products from the Agreement: Premium Eligibility - EDI; Coverage Discovery - EDI; Identity/Address Verification; and Registration QA (RQA); and (2) add the Patient Access Curator (PAC) to the suite of software solutions utilized by UMC and UNLVKSOM. The PAC finds active coverage, indicates primary, secondary, tertiary coverage for coordination of benefits, and includes confidence scoring (High, Low) to enable automated workflows by engaging one or more of the following capabilities: eligibility verification, insurance discovery, demographic updates, primacy for coordination of benefits, and Medicare Beneficiary Identifiers (MBI). The results are delivered in real time in Epic. The PAC will manage claims effectively by preventing denials on the front end and help provide accurate medical billing.

Staff also requests authorization for the Hospital CEO to execute any extension options and future amendments within his yearly delegation of authority if deemed beneficial to UMC.

UMC's Patient Access/EFS Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 21, 2025 meeting and recommended for approval by the Governing Board.

Supplier	Customer	
Experian Health, Inc. 720 Cool Springs Blvd., Suite 200 Franklin, TN 37067 (615) 661-5657 or (888) 661-5657	University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	

Amendment No. 4 (Add Product and Delete Product Amendment) to Master Customer Agreement

This Amendment No. 4 ("Amendment") being an Add Product and Delete Product Amendment shall be made a part of the Master Customer Agreement dated June 22, 2021, including any schedules, addenda and amendments thereto ("Agreement") between Experian Health, Inc. ("Experian Health") and University Medical Center of Southern Nevada ("Customer," and together with Experian Health collectively, the "Parties"). This Amendment is subject to the Agreement and its Terms and Conditions which are hereby incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement. This Amendment shall be effective as of the last signature date by either Party ("Amendment Effective Date").

DELETE PRODUCTS

The products listed immediately below this paragraph (the "Deleted Products") shall be deleted from the Agreement in their entirety as of the date of first productive use of the new product set forth in the Product Offering table below ("New Product"). **Following first productive use of the New Product, Experian Health shall terminate Customer's access to the Deleted Products, and all fees for the Deleted Products will cease billing.**

I. DELETE PRODUCTS FOR UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

- Premium Eligibility – EDI
- Coverage Discovery – EDI
- Identity/Address Verification
- Registration QA (RQA)

II. DELETE PRODUCTS FOR UNIVERSITY OF NEVADA SCHOOL OF MEDICINE PHYSICIANS GROUP

- Premium Eligibility – EDI – Additional Facility Installation
- Coverage Discovery – EDI
- Identity/Address Verification
- Registration QA (RQA)

ADD NEW PRODUCT

PRODUCT OFFERINGS AND FEES

- I. **PRODUCT OFFERINGS AND FEES.** Only University Medical Center of Southern Nevada facility listed on Exhibit A hereto shall be entitled to receive the Product and/or Services set forth in the Product Offering Table below. Hospital Information System/Practice Management System (HIS/PMS) system(s) applicable to this Amendment include Epic.

ADD PRODUCT AND FEES FOR UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA:

Product Description	Qty	Fees (Unit Price)	
		Implementation	Claims-Based Subscription
Patient Access Curator finds active coverage, indicates primary, secondary, tertiary coverage for coordination of benefits, and includes confidence scoring (High, Low) to enable automated workflows by engaging one or more of the following capabilities: eligibility verification, insurance discovery, demographic updates, primacy for coordination of benefits, and Medicare Beneficiary Identifiers (MBI). Results are delivered in real time in Epic.	1	\$9,000	\$43,500 monthly based upon 913,346 annual Claims

- II. **PRODUCT OFFERINGS AND FEES.** Only University of Nevada School of Medicine Physicians Group facility listed on Exhibit A hereto shall be entitled to receive the Product and/or Services set forth in the Product Offering Table below. HIS/PMS system(s) applicable to this Amendment include Epic.

ADD PRODUCT AND FEES FOR UNIVERSITY OF NEVADA SCHOOL OF MEDICINE PHYSICIANS GROUP:

Product Description	Qty	Fees (Unit Price)	
		Implementation	Claims-Based Subscription
Patient Access Curator finds active coverage, indicates primary, secondary, tertiary coverage for coordination of benefits, and includes confidence scoring (High, Low) to enable automated workflows by engaging one or more of the following capabilities: eligibility verification, insurance discovery, demographic updates, primacy for coordination of benefits, and MBI. Results are delivered in real time in Epic.	1	\$3,500	\$19,600 monthly based upon 383,974 annual Claims

ONLINE TRAINING AND CUSTOM PROGRAMMING FEES. Experian Health shall provide online training for products listed above at no additional cost to Customer. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. Further, custom programming is available, to the extent requested in writing by Customer, for a fee set forth in an executed amendment to the Agreement.

ELIGIBILITY PASS-THROUGH FEES. The Claims-Based Subscription Fee excludes eligibility pass-through fees ("Eligibility Pass-Through Fees") from state and federal governmental entities ("Governmental Entities"), Medicaid and Medicare Managed Care Organizations ("MCOs"), third-party payers, communication tariffs, and/or other similar fees. Without prior notice, Eligibility Pass-Through Fees will be billed monthly in addition to all other fees at the cost that Experian Health pays to obtain transaction data. Notwithstanding any other provision of the Agreement to the contrary, Experian Health shall have the right to increase the Eligibility Pass-Through Fees to offset any increases in rates, changes, or other costs from Governmental Entities, MCOs and other third parties, including without limitation Medicaid and Medicare administrators, or any increase in the cost of providing services hereunder resulting from rules, regulations and operating procedures of any federal, state or local agency or regulatory authority. The Eligibility Pass-Through Fees are not subject to approval by Experian Health.

CLAIMS-BASED SUBSCRIPTION FEES

DEFINITION OF CLAIMS FOR CLAIMS-BASED SUBSCRIPTION FEES. "Claim" shall mean a claim submitted to a payer by Customer.

CLAIMS-BASED SUBSCRIPTION FEES. The annual Claims-Based Subscription fee ("Claims-Based Subscription Fee") includes transactions across all product platforms.

- For University Medical Center of Southern Nevada, the Claims-Based Subscription Fee shall be \$43,500 per month based on 913,346 annual patient Claims, which is intended to represent all Customer Claims for the applicable facilities set forth on Exhibit A, subject to any price adjustments herein.
- For University of Nevada School of Medicine Physicians Group, the Claims-Based Subscription Fee shall be \$19,600 per month based on 383,974 annual patient Claims, which is intended to represent all Customer Claims for the applicable facilities set forth on Exhibit A, subject to any price adjustments herein.

The Claims-Based Subscription Fee includes all products outlined in the Product Description Tables above and shall be billed on a monthly basis beginning the earlier of i) Customer facilities first productive use of any product or any individual product within a product bundle or ii) nine (9) months following the Amendment Effective Date. The Claims-Based Subscription Fee does not include Eligibility Pass-Through Fees.

For the avoidance of doubt, first productive use of Patient Access Curator shall be defined as the first use of eligibility verification through Patient Access Curator.

****Note: For internal budgetary purposes of Customer, specifically for University Medical Center of Southern Nevada, the annual NTE cost for Eligibility Pass-Through Fees is \$500. Experian Health, however, is not beholden to such limit on Eligibility Pass-Through Fees.****

ADDITIONAL LOCATIONS. The Implementation Fees and Claims-Based Subscription Fees set forth herein applies to, and is based on, the volume of all Claims for Customer locations set forth on Exhibit A as of the Amendment Effective Date. Any locations or facilities not listed on Exhibit A as of the Amendment Effective Date will not be deemed to be included within the pricing set forth herein. Following the Amendment Effective Date, Customer may only add locations to the Agreement by executing a separate amendment to the Agreement. Additional Implementation Fees, Subscription Fees, Transaction Fees and/or adjustments to the baseline Claims may apply to any locations subsequently added via a separate amendment.

Customer understands and agrees that the Claims-Based Subscription Fee pricing provided by Experian Health to Customer is based on all annual patient Claims for Customer facilities listed in Exhibit A. Customer understands and agrees that, should Customer elect to submit Claims to another supplier or not submit any portion of its claims to Experian Health for any reason other than termination of this Agreement, Customer's annual patient Claims shall not be subject to the adjustments/reductions outlined below.

ELECTRONIC FILES. Customer shall provide daily electronic file(s), delivered in an industry standard file format(s), ANSI 837(I) – Institutional, ANSI 837(P) – Professional, ANSI 837(D) – Dental medical claims and ANSI 835 – Remit files containing all required data elements by a secure network connection, or other Experian Health approved method.

PRICING ADJUSTMENTS TO CLAIMS-BASED SUBSCRIPTION FEES

PRICING ADJUSTMENTS TO CLAIMS-BASED SUBSCRIPTION FEES. The Claims-Based Subscription Fees herein are based on 1,297,320 annual Claims for Customer facilities set forth on Exhibit A as of the Amendment Effective Date. Commencing on the first (1st) day of the calendar month following the one (1) year anniversary of first productive use of the Patient Access Curator and continuing on each annual anniversary thereafter for the remainder of the Initial Term or any applicable Renewal Term (as such terms are defined herein), each an "Annual Measurement Date," Experian Health shall measure Customer's annual patient claims for all patient claims for the previous twelve (12) months across all Customer facilities set forth on Exhibit A, and others added pursuant to a separate amendment, receiving Claim-Based Subscription as of the Annual Measurement Date. The "Baseline" for the first (1st) year

following the first productive use of the Patient Access Curator shall be 1,297,320 annual claims. For the avoidance of doubt, adjustments in the Baseline or Claim-Based Subscription on the Annual Measurement Date shall apply only to organic reductions in claims volume at the facilities in Exhibit A, or in the event Customer sells or divests a facility leading to a modification of the facilities in Exhibit A.

If Customer's total annual Claims submitted organically increase by five percent (5%) or more over the Baseline, Experian Health shall increase the Claims-Based Subscription Fees on a pro rata basis. Any such changes shall be effective as of the Annual Measurement Date for the next twelve (12) months. If there is an increase in Claims-Based Subscription Fees, the Baseline shall be reset to the number of annual Claims that triggered the most recent change for the next measurement period. If there is not an increase of five percent (5%) or more of the then-current Baseline, the Baseline shall remain unchanged for the next measurement period.

For the purpose of clarification, assuming a monthly Claims-Based Subscription Fee of \$63,000 based on a Baseline of 1,000,000 annual Claims in this example, if the number of annual Claims on the first Annual Measurement Date is 1,040,000 (a four percent (4%) increase), there shall be no adjustment to the Baseline for the next twelve-month billing period, the Baseline shall remain at 1,000,000 annual Claims, and the monthly Claims-Based Subscription Fee will remain at \$63,000. If the number of annual Claims on the second Annual Measurement Date is 1,100,000 (a ten percent (10%) increase), the Claims-Based Subscription Fee shall increase by ten percent (10%) (\$6,300 monthly increase), total increase to \$69,300 monthly and the Baseline shall be reset to 1,100,000 annual Claims.

****Note: For internal budgetary purposes of Customer pertaining to any completion of Annual Measurement Date review, Customer allocates an estimated seven percent (7%) annual increase in funding for Claims-Based Subscription Fees for the facilities listed on Exhibit A. Experian Health, however, is not beholden to such annual increase limit on Claims-Based Subscription Fees for the facilities listed on Exhibit A.****

PRODUCT SPECIFIC TERMS

ADDITIONAL TERMS APPLICABLE TO PATIENT ACCESS CURATOR

DEATH MASTER FILE. Customer acknowledges that the identity verification functionality of the Products and Services ("Identity Verification") contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Customer certifies that, consistent with its use of Identity Verification under the GLB Act, Customer's use of deceased flags or other indicia within Identity Verification is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Customer further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within Identity Verification.

PATIENT DEMOGRAPHIC VERIFICATION SERVICES. Customer shall use reasonable measures to identify consumers and will accurately provide Experian Health with complete identifying information about the consumer inquired upon in the form specified by Experian Health. Customer acknowledges and agrees as follows: the facility must respond to audit requests within seventy-two (72) hours of notification by Experian Health requiring identification of a specific end user(s); the use of the data is for reference and verification in connection with Customer's business processes, and shall be limited to required institutional risk control, insurance purposes, or the detection and prevention of fraud. Appropriate steps shall be taken to prevent the misuse of the data. All right, title and interest in and to the data under contractual, copyright, and related laws is retained by Experian Health and any applicable third-party vendors. The data shall not be reproduced, retransmitted, republished, or otherwise transferred for any commercial purpose. The data or results of the data shall not be distributed to the patient or any party acting on behalf of the patient. The data shall be used in accordance with the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.); the Federal Gramm-Leach-Bliley Act, (15 U.S.C.A, Sec. 6801 et seq.); and such state and local requirements or any legislation, rules, or regulations as may be enacted or adopted after the date of this Amendment by any federal, state, or local government body. The data is being provided "AS IS," is collected from various sources, including third parties and may or may not be completely thorough and accurate.

ELIGIBILITY VERIFICATION. As a value-add functionality to the use of eligibility verification services, Experian Health reviews eligibility transactions against beneficiary files or roster files it hosts for certain health plans, accountable care organizations, independent physician associations, and other entities in which healthcare providers have a value-based care incentive (collectively, Coordinating Care Entities or "CCEs"). If Customer's patient is a member of a CCE for which Experian Health hosts the beneficiary file or roster file in its MemberMatch solution and if the patient has not opted out of data sharing, then the eligibility response returned to Customer will, in addition to all standard eligibility response data, indicate to Customer that the patient is attributed to that CCE and contain: (1) the CCE's name, (2) CCE's contact information, and (3) instructions on how Customer may coordinate care with the CCE. Furthermore, also for the purpose of care coordination, Experian Health will alert the CCE to the patient's activity from the data sent to the eligibility clearinghouse using our MemberMatch solution. This added functionality is provided at no cost to Customer. Customer can opt out of this added functionality, without otherwise impacting Customer's right to or use of eligibility services, by sending email notice to coordination-opt-out@experianhealth.com. If it opts out, Customer will not receive information relating to CCEs in its eligibility responses.

Customer shall adhere to all rules (including, without limitation, the Transaction Rule specified in 45 C.F.R. Parts 160 and 162, as amended from time to time), procedures, instructions, specifications, regulations, obligations, and policies of clearinghouses, payers, and government agencies having jurisdiction including the department of Health and Human Services and shall, upon request, provide Customer's written acknowledgment of such obligations. For Medicaid eligibility transactions: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment of medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the Medicaid recipient's eligibility status shall be final authority; (c) to the extent permitted by Nevada law, Customer indemnifies and holds harmless each state, its agents and employees, from any and all claims by Customer or any recipient who is aggrieved by the actions of Customer; and (d) Customer agrees to abide by the federal and state regulations regarding confidentiality of information. For all other eligibility transactions, submission of a transmission is not a pre-authorization of any medical treatment or a payer's agreement to pay for any medical services rendered or durable medical equipment or supplies provided, and such determination will be made through the normal claims adjudication process in effect between Customer and payer. Customer will take all reasonable and necessary care to ensure that transmissions are timely, complete, accurate, and confidential.

Customer shall adhere to all applicable clearinghouse procedures and specifications to secure authorizations required by such clearinghouses, applicable law, or industry practice in connection with its transmission process. Customer shall also maintain transaction data and source documents and afford access thereto in accordance with clearinghouse procedures, applicable law, or industry practice.

If Customer receives data or transmissions not intended for Customer, Customer shall immediately notify Experian Health and dispose of the data or transmissions as instructed by Experian Health.

Customer shall immediately notify Experian Health upon Customer’s receipt of any request from a governmental authority for information or documents relating to eligibility transactions, except to the extent such notification is prohibited by law.

COVERAGE DISCOVERY. Experian Health will identify active coverage on the date of service (“Coverage”) from an electronic file submitted by Customer (“Coverage Curator”) or from an electronic request submitted via real-time platform as applicable. Each unique incoming and outgoing format shall be deemed a “Configuration.” As applicable, the electronic file for the batch file version submitted by Customer must conform to the specifications provided by Experian Health.

GRAMM-LEACH BLILEY ACT

INCORPORATION OF IDENTITY VERIFICATION - ACCEPTABLE USE CERTIFICATION. The IDENTITY VERIFICATION section set forth in the Agreement is hereby incorporated herein by reference (refer to Section VI of Agreement).

INCORPORATION OF MEMBERSHIP PROCESS. The MEMBERSHIP PROCESS section set forth in the Agreement is hereby incorporated herein by reference (refer to Section VI of Agreement).

MISCELLANEOUS

CLAIM DENIAL ANALYSIS FOR UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ONLY. Beginning twelve (12) months from Customer’s first productive use of Patient Access Curator (“PAC”), the Parties agree to perform a denial analysis. Experian Health will use the denial analysis data from November 2024 as a baseline. If Experian Health does not show a 3:1 return on investment (“ROI”) (based on \$242,412.36 annual lift for PAC), Customer shall elect one of the following options based on the results:

- 1. If there is no increase to Customer’s ROI, Customer shall continue to utilize the unlimited eligibility verification, insurance discovery, demographic updates which is Identity Verification at a monthly reduced rate of \$23,298.97. For the purpose of clarification, PAC Claims-Based Subscription will reduce from \$43,500 per month to \$23,298.97 per month based upon 913,346 annual Claims.
- 2. If there is an increase to Customer’s ROI of less than 3:1, Experian Health shall apply a rate decrease as follows:
 - For a 1 to 2 ROI, a 20% discount shall be applied to Customer’s PAC fees, which would be a discount of \$8,700.
 - For a 2 to 3 ROI, a 10% discount shall be applied to Customer’s PAC fees, which would be a discount of \$4,350.

For the purpose of clarification, 1st bullet point example, PAC Claims-Based Subscription will reduce from \$43,500 per month to \$34,800 per month based upon 913,346 annual Claims.

Both Parties agree to execute a separate written amendment to the applicable PAC rate adjustment (increase or decrease) after a Claim Denial Analysis is performed.

BILLING TERMS. Customer agrees to the following billing terms: Net 30 from date of invoice.

STATEMENT OF WORK. The Statement of Work (“SOW”) attached hereto as Schedule A is incorporated herein by reference and made a part of this Amendment.

SCOPE CHANGES. Customer requests for changes to an existing Product may result in modifications to the scope of service. The Experian Health team will review requested changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order process, as described herein. If Customer request is out of scope of the current version/configuration of the Product, and Experian Health determines, in its sole discretion, that the work is feasible, Experian Health will prepare a Change Order proposal with appropriate costs. The Change Order proposal shall document any Customer-requested customization or deviation from a best practice workflow and will include all associated fees. Prior to the commencement of any work, Customer must agree to a Change Order document in writing, which will include all fees and the proposed timeline based on the requested changes.


TERM OF AMENDMENT AND RENEWAL. As of the Amendment Effective Date, this Amendment shall remain in full force and effect, and coterminous with the Agreement ending on June 21, 2027 (“Initial Term”). The Agreement may be terminated by either Party effective at the end of the Initial Term or at the end of any Renewal Term (if applicable) with a 90-day written termination notice.

Whenever the terms or conditions of the Agreement and this Amendment are in conflict, the terms of this Amendment control. Except as specifically modified by the terms of this Amendment, all of the Agreement remains in full force and effect. This Amendment may be executed by digital signature and in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.

IN WITNESS WHEREOF, an authorized representative of each of the Parties has executed this Amendment as of the dates written below.

EXPERIAN HEALTH, INC.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signed By: 
F94007DF5C9C4CE...
Print Name: Jeff Corley
Title: Senior Director - Operations
Date: May 16, 2025 | 10:27 AM CDT

Signed By: _____
Print Name: Mason Van Houweling
Title: Chief Executive Officer
Date: _____

EXHIBIT A
FACILITY LIST AND ADMINISTRATION

Primary Facility Information

Legal Entity Name: University Medical Center of Southern Nevada
Address (No PO Boxes): 1800 W. Charleston Blvd., Las Vegas, NV 89102
NPI #: 1548393127
If no NPI# is provided, please check the box that most accurately describes Customer:
☐ ACO ☐ Payer ☐ Pharmacy Hub ☐ BPO ☐ Collection Agency ☐ Other: _____ (please describe)
Tax ID: 88-6000436
Tax Exempt (True/False): Yes
(If yes, please attach a copy of your certificate of exemption.)
Public Website: www.umcsn.com
Listed Phone Number for general inquiries: (702) 383-2000
Listed Email Address for general inquiries:
Type of Ownership (Corporation, LLC, Nonprofit, Partnership or Sole Owner):
Years in Business:

Contact Information

Business Principal (only required if Partnership or Sole Owner selected above)

Contact:
Phone:
Email:
Onboarding/Implementation
Contact: Justin Green
Phone: 702-383-7390
Email: justin.green@umcsn.com
Billing
Contact:
Phone:
Email: UMC_AP@umcsn.com

Additional Facility Information

Name	Address
University of Nevada School of Medicine Physicians Group	1707 W. Charleston Blvd., Las Vegas, NV 89102
Harry Reid Airport	5757 Wayne Newton Blvd., Las Vegas, NV 89119
Aliante Quick Care	5860 Losee Road, North Las Vegas, NV 89081

SCHEDULE A
STATEMENT OF WORK

In preparation for implementing Experian Health revenue cycle solutions at University Medical Center of Southern Nevada locations set forth in Section 2 herein, this Statement of Work (“SOW”) will outline project goals, process, resources and commitment needed from both Parties to ensure a successful implementation and positive outcome. Experian Health will leverage industry standards and Experian Health’s product implementation methodology which provides best practice recommendations for feature functionality by product based on industry experience and market feedback.

1. **Overview**

Experian Health will provide the following Product as listed in this SOW:

Product	Group
Patient Access Curator	Patient Access

- 1.1. All Product implementations will follow a milestone-based implementation process as described below. Applicable timelines will be listed in the Product-specific section of this SOW.
- 1.2. Experian Health and Customer will review the implementation timelines throughout the implementation process and adjust if appropriate. Changes to the implementation process may result in modifications to timeline and scope of service. The project team will review changes and if material change in scope is needed, the additional work will be documented and priced according to the Change Order (as defined below) process. Standard timelines in the Product-specific section are based upon industry and customer experience, and are dependent upon both Parties’ ability to execute each deliverable in the allotted timeframe. Delays on either side may result in an elongated timeline. Acceptance Criteria: Customer shall test the Product(s) for issues related to Go-Live (as such term is defined in each Product section). Additional details on testing requirements are documented below in the User Acceptance Testing (UAT) Section 7. Failure by Customer to test or provide notice of non-conformance, in writing, within five (5) business days of completing UAT will result in the Products being deemed accepted.

If Customer rejects a Product or Deliverable, Customer must provide written notice containing a detailed explanation to Experian Health. Experian Health will cure all deficiencies within scope that are preventing Go-Live. If Customer rejection is out of scope of either the Agreement or this SOW (i.e., Customer is requesting custom work outside of Product-specific language), Experian Health will prepare a Change Order document with appropriate costs outlined and only where Experian Health determines that the work is feasible. Customer will then approve and execute the Change Order document, which will include any associated costs and the revised timeline based on such changes. If development is not required, changes may be added to the project after Go-Live through the Change Order process. If development is required, and if Product Management and Development determine that these changes are feasible, they may be worked into the product roadmap as future enhancements and managed outside of the implementation. Custom Programming is available, to the extent requested in writing by Customer, for a fee set forth by executing an amendment to the Agreement.

2. **Facilities and Locations Included**

This SOW and fees included assume implementation of the Experian Health Product(s) set forth herein at only the locations included in the table below. Adding locations will result in increased scope, elongated schedule and additional cost.

Locations Included in Scope	Product(s) in Scope
University Medical Center of Southern Nevada University of Nevada School of Medicine Physicians Group Harry Reid Airport Aliante Quick Care	Patient Access Curator

3. **General Implementation Provisions**

Experian Health will lead the implementation of the Product(s). Customer and Experian Health shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of the Product(s) upon completion of the implementation process. Experian Health will provide artifacts, information and/or project workplans to support the implementation.

Experian Health and Customer will create an implementation committee or equivalent (“Implementation Committee”), involving representatives from both Parties to validate implementation readiness against the Parties’ contractual obligations. Experian Health and Customer will review deliverables by Product including scope, duration and available resources. Additionally, Experian Health will perform evaluations at designated milestones to assess overall implementation status, to evaluate

completion of critical implementation requirements, and to identify potential risk areas. “Change Orders” will be used to document material changes to scope, pricing and/or timeline. Each Party’s Implementation Committee members will also be accountable for reviewing and approving/declining all Change Orders (which must also go through the Parties’ signature process).

Experian Health implementations utilize the following governance structure or equivalent:

- 3.1. Implementation Committee consisting of:
 - 3.1.1. Customer Executive Sponsor (as defined below).
 - 3.1.2. Customer Super User by Product when applicable.
 - 3.1.3. Experian Health Implementation Sponsor (as defined below).
 - 3.1.4. Experian Health Project Manager or Implementation Consultants by Product, when applicable.
- 3.2. Customer and Experian Health Project Managers.
- 3.3. Customer review group.

Implementation Team – Roles and Responsibilities

Both Parties will be required to provide resources to successfully complete the implementation. The table below provides information on the type of resource to be assigned. Customer may wish to have multiple participants fill the Super User, Operational or IT roles based upon operational structure or change management needs. Additional roles are detailed in the Product-specific section of this SOW.

If more than two (2) Products will be installed, a customer Project Manager must be assigned.

Customer

Title	Job Description
Executive Sponsor	Key operational stakeholders that define scope for the project, provide updates on progress, and leads operational readiness - serves as a champion for the implementation in Customer’s organization.
Project Manager (PM)	Responsible for providing implementation leadership and monitoring implementation status. Communicates regularly with both the internal Executive Sponsor and the Experian Health Project Manager.
IT Analysts	Assist in providing necessary documents and HIS specific configuration.
Super Users	Operational users/managers that become experts in the Product(s). Input required throughout implementation especially during testing and training. Super Users may also be part of the Implementation Committee as needed.
Network/Desktop Admin	Configuration of connectivity and deployment of application.
Other	All resources necessary to successfully fulfill the contractual objective.
Additional Roles	Product-specific roles will be defined in the Product-specific section of this SOW.

Experian Health

Title	Job Description
Implementation Executive Sponsor	Executive-level contact responsible for implementation oversight and high-level issue escalation.

Project Manager (PM)	Overall implementation lead for the install, responsible for developing implementation workplan, timelines and monitoring/communicating overall status of implementation.
Implementation Consultant (IC)	Product-specific resource responsible for configuration of each application.
Integration Engineer (IE)	Technical resource responsible for establishing connectivity and platform build.
Onboarding Specialist	Responsible for facility and member onboarding, account configuration and platform build.
Regional Sales Director (RSD)	Account owner and escalation point.
Relationship Manager (RM)	Long-term contact for live Products – optimization and issue resolution.
Trainer	If applicable

Customer and Experian Health Resource Requirements

Experian Health scope of services includes the following unless otherwise noted herein:

3.4. Implementation Leadership including Implementation Management – Experian Health will:

- 3.4.1. Direct implementation start-up and provide cross-functional coordination and alignment of Experian Health resources. Experian Health will collaborate with Customer's team to establish and maintain a mutually agreed upon implementation schedule for Experian Health and Customer resources.
- 3.4.2. Work with Customer to manage the scope of the technical portion of the implementation and monitoring overall progress of the technology work.
- 3.4.3. Develop and manage the implementation in accordance with a mutually agreed upon project workplan.
- 3.4.4. Formally document any Change Orders, including shepherding requests through Experian Health Product Management, development (if applicable), and pricing for Customer approval.
- 3.4.5. Set the cadence for Customer and Experian Health team communications.
- 3.4.6. Serve as the point of escalation for Experian Health Product issue resolution.
- 3.4.7. Identify and document risks that could hinder bringing the implementation to successful conclusion.
- 3.4.8. Provide implementation status reports for Experian Health activities.
- 3.4.9. Provide the Experian Health resources as outlined below for the duration of the implementation.

3.5. Implementation – Experian Health will:

- 3.5.1. Work with Customer in the planning phase to define options for fulfilling defined functional needs.
- 3.5.2. Lead functional design work sessions specific to Experian Health Product standard functionality and standard reports. Experian Health will guide Customer in translating their business requirements into Product-related decisions and settings.
- 3.5.3. Provide support during testing by validating that the system is operating according to the technical specifications and the organization's specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.

- 3.5.4. Provide guidance and direction in education planning. Additionally, Experian Health and Customer will work together to complete the requirements outlined in detail in Section 8 and the Product-specific section of this SOW.
- 3.5.5. Provide support and direction to Customer in preparation for “Go-Live” (as such term is defined in more detail in Section 9 herein) and elaborated upon in the Product-specific section of this SOW. Experian Health will support the event as specified in the implementation workplan and will work with Customer to facilitate transition to Support at the end of the event. Additionally, Experian Health and Customer will work together to complete the following:
 - Cutover strategy.
 - Go-Live plan.
 - Site readiness/change management plan.
- 3.5.6. Train Customer on the Client Support Portal and issue logging system upon Go-Live.
- 3.6. **Implementation Leadership – Customer will:**
 - 3.6.1. Provide cross-functional coordination and alignment of Customer resources. Customer will collaborate with Experian Health’s team to establish and maintain a mutually agreed upon remote schedule for Experian Health resources.
 - 3.6.2. Provide Customer technical resources to partner with the Experian Health team to implement the technology portion of the implementation. This includes monitoring overall progress of the technology work and removing roadblocks for Customer technical team’s progress.
 - 3.6.3. Regularly review and manage implementation in accordance with a mutually agreed upon workplan.
 - 3.6.4. Participate and collaborate in the Change Order process. Cooperate when scope changes arise so that decisions are made in a timely manner to not cause delays and either proceed as planned or change scope.
 - 3.6.5. Provide physical space, technology required and subject matter expert participants for workflow design, testing and live system events.
 - 3.6.6. Work with Experian Health to establish key performance metrics to measure and monitor engagement progress and milestone achievement.
 - 3.6.7. Collect baseline key performance metric data before and after implementation to benchmark Product efficacy.
 - 3.6.8. Provide Customer resources as outlined above for the duration of the implementation.
 - 3.6.9. Create and execute the operational change management strategy prior to introducing Experian Health products.
- 3.7. **Implementation – Customer will:**
 - 3.7.1. Work with Experian Health in the planning phase to define options for fulfilling defined functional needs.
 - 3.7.2. Complete required document collection for Experian Health Product build, including pulling and submitting data from the PMS, HIS and any other systems as needed per the specifications provided by Experian Health.
 - 3.7.3. Participate in functional design work sessions specific to Experian Health Product(s) standard functionality and standard reports. Customer will serve as experts in current workflow and in Health Information System/PMS capabilities to translate its business requirements into Product-related decisions and settings.
 - 3.7.4. Provide support during testing by validating that the system is operating according to the technical specifications and the organization’s specific system design. Additionally, Experian Health and Customer will work together to complete the requirements outlined in Section 7 and the Product-specific section, including the following:
 - Test plans.
 - Test scenarios.
 - Testing issue tracking.
 - Testing completion and sign-off.
 - 3.7.5. Customer will reasonably cooperate with the requirements outlined in detail in Section 8 and the Product-specific section of this SOW. Customer will complete its portion of the following:
 - Needs assessment finalizing scope and content of training sessions.
 - Education agendas.

- Coordinating with Experian Health to schedule training post-testing and to ensure that all necessary users participate in the training.
- 3.7.6. Customer will work to implement the following as set out by Experian Health:
- Cutover strategy.
 - Go-Live plan, including site readiness/change management.
- 3.7.7. Customer will serve as first line of defense for issue triage post-live and will log issues with the Client Support Portal post-live and portal training.

Implementation Expectations

4. Planning

During the planning phase, Experian Health will review Customer-provided information related to business objectives and workflow, as well as content provided through the document collection process. Customer must provide information contained in the Product-specific section of this SOW.

5. Connectivity

Connectivity is one of the first major milestones and typically takes 4-5 weeks from contracting and consists of completing documentation, establishing ports, setting up firewall access and testing connectivity between Customer's system and Experian Health. Product-specific connectivity details are listed in the Product-specific section of this SOW. Customer shall work with Experian Health in good faith to establish connectivity. Customer acknowledges that lack of connectivity may extend the implementation timeline.

6. Build

During the build phase, Experian Health will use data provided by Customer to create each standard Product.

- 6.1. Product Build is outlined in the Product-specific section of this SOW.
- 6.2. Unless otherwise noted in this SOW, complete build will follow the standards outlined in the Product-specific section of this SOW and will include all model functionality and features.
- 6.3. Requests to deviate from the standard functionality and features will be documented with the Change Order process and may be subject to additional cost.

7. Testing

Experian Health will perform internal quality assurance testing before providing the system to Customer for UAT. UAT consists of Customer-inclusive workflow and scenario-based testing of the Product by its eventual users. The specific testing requirements vary by product and will be as set forth in more detail below in the section of each product table entitled "Testing".

- 7.1. UAT preparations will begin during the Build phase and include validating system readiness for testing, reviewing and customizing Experian Health standard testing scripts, availability of acceptable test data (in most cases real patient data is required), Customer-provided centralized testing space, Customer testing resources for the duration of the UAT.
- 7.2. The Experian Health Implementation Consultant will begin UAT with a PowerPoint-based overview of testing expectations and with a Product review for participants. This Product review does not replace the need for participants to attend the end user training.
- 7.3. UAT duration is defined per Model Product timeline. Additional testing time will impact the Go-Live date.
- 7.4. Specific testing requirements per product are included in the Product-specific section of this SOW.
- 7.5. Customer is allotted test transactions that total no more than ten percent (10%) of the total contracted volume that exceed this threshold shall be invoiced to Customer.
- 7.6. Issues found during UAT: Go-Live critical issues are defined as preventing Go-Live. Non-critical does not prevent Go-Live for each respective product.

8. Training

- A. Experian Health will collaborate with Customer to provide a training program and schedule that will facilitate adoption by all users. Applicable training services have been designed to provide users at all levels with the knowledge necessary to productively use all purchased Experian Health Products. The specific training recommendations and delivery approaches vary by product and will be as set forth in more detail below in the section of each product table entitled "Training".
- B. During the implementation phase, the Implementation Consultant will work collaboratively with Customer to determine the timing for training and to coordinate the training plan and schedule details. Training sessions are instructor-led and delivered remotely and include detailed product functionality overviews along with training materials and user

guides. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer.

- 8.1. Train-the-Trainer Model: Experian Health's trainers will work with Customer training team members to become proficient in training the Experian Health Product. Train-the-Trainer includes customized training materials and QuickStart guides for trainees, as well as a proficiency exam for trainers.
- 8.2. Online Training: Experian Health shall provide online training for products listed in this SOW. The training shall be scheduled at such dates and times that are acceptable to Experian Health and Customer. An Experian Health Trainer will provide comprehensive training materials and content via webinar to designated Product end users and/or training staff.
 - 8.2.1. Experian Health recommends that Customer reserve a training room if multiple attendees from Customer's site will be attending.
 - 8.2.2. Complete desktop personal computer systems for each attendee.
 - 8.2.3. Telephone with Speaker Functionality (or a headset if Customer will be participating from a desk).
 - 8.2.4. Internet connections for all attendees.
- 8.3. Experian Health's trainers will provide training materials and deliver content via webinar to Customer's staff.
- 8.4. Experian Health offers a variety of reference materials for Customer, which are readily available. Materials include detailed online user guides, reference documents and a series of video tutorials.
- 8.5. Specific training recommendations and delivery approach per Product are included in the Product-specific section of this SOW.

9. **Go-Live, Go-Live Support and Additional Feature Implementation**

- 9.1. Go-Live is defined per Product in the Product-specific section of this SOW.
- 9.2. Go-Live support will be provided by Experian Health's Implementation Consultant team.
- 9.3. Go-Live issues will be documented by the Implementation Consultant team and logged as Cases for the Experian Health support team if additional troubleshooting knowledge is needed. Cases are prioritized by criticality. Low priority (P4-P5) items such as Product enhancement requests may transition in ownership from implementation to Customer support prior to Case closure.
- 9.4. Additional Product functionality may be scheduled to implement post Go-Live, for example, if live system data is necessary to complete configuration.
- 9.5. Approved Change Orders, including unpaid but agreed-upon enhancements to best practice features or functionality, as defined in the Product-specific section of this SOW, and paid scope changes documented by a Change Order form that were not required for Go-Live may also be implemented post Go-Live.

10. **Product Optimization Workshop (POW)**

- 10.1. Experian Health may perform POWs either via webinar or in-person, depending upon the Product, Customer availability and overall implementation size approximately 30-60 days after Go-Live unless the Product-specific terms dictate otherwise. During this time, the Implementation Consultant will review with Customer the following: Product configuration, reporting, using the Client Support Portal and the transition to Account Management. Issues and workflow improvement items identified during this POW will be addressed by implementation or support, as appropriate.

11. **Ongoing Maintenance and Optimization**

- 11.1. By the end of the implementation, Customer shall take over primary ownership and will be responsible for tasks including but not limited to:
 - 11.1.1. Submitting Cases to Experian Health Support for found issues.
 - 11.1.2. Supplying updated system information (CDM, Payers/Plans, Contracts, etcetera).
 - 11.1.3. Communicating problem workflows to Experian Health for assistance.
 - 11.1.4. Supporting additional contracted location rollouts of existing functionality.
 - 11.1.5. Playing a primary role with Health Information System upgrades.
 - 11.1.6. Maintaining user and payer mappings.
- 11.2. Experian will be responsible for the following:
 - 11.2.1. Transitioning responsibility to Relationship Management and Customer support:
 - The transition process begins when Go-Live has been achieved for the transitioning Product(s). The transition is proposed and goes through a series of Experian Health internal approvals to validate that

Customer is stable and ready to transition. Customer is made aware of the pending transition during this time.

- The Implementation Team will provide details about Customer and setup, and provide documentation relevant to the install to the Relationship Manager who will be working with Customer long-term.
 - The Implementation Team and Relationship Manager will mutually agree upon the timeline for the Relationship Manager to transition into the lead contact role.
- 11.2.2. The Project Manager will initiate an Implementation Closure document and will confirm closure with Customer.
- 11.2.3. Change Order items still on the development roadmap will continue to be tracked by the Relationship Manager.
- 11.2.4. The Relationship Manager will serve as the long-term Experian Health representative assigned to Customer's account.
- 11.2.5. Customer support will be responsible for working with Customer to resolve found issues in set-up and for assisting with maintenance tasks post-Go-Live.

Product-Specific Table:

Patient Access Curator	
	<p>Patient Access Curator is a bundled solution that helps healthcare Patient Access teams prevent claim denials – by solving for bad data quality and real-time data correction at the front end of the revenue cycle.</p> <p>Eligibility:</p> <ul style="list-style-type: none"> • Automatically interrogates 271 responses, indicating any secondary or tertiary coverage data and continuously updates the records in Customer's host system. <p>Coverage:</p> <ul style="list-style-type: none"> • Identifies existing insurance coverage for records with a self-pay, unbillable or unspecified payer status. • Once identified, updates the patient and insurance information in the host system. <p>MBI:</p> <ul style="list-style-type: none"> • Plugs into Customer's system to continuously find and correct Medicare Beneficiary Identifiers (MBIs). <p>Demographics:</p> <ul style="list-style-type: none"> • Identifies and autocorrects patient demographic information. • Demographic alerts and differences returned in the eligibility (271) response. • A separate Epic Interconnect API HL7 Q22/K22 demographic endpoint is also configured and updates demographics in the host system. <p>Coordination of Benefits (COB):</p> <ul style="list-style-type: none"> • Analyzes each payer response in real-time at the point of processing to identify other insurance(s). • Once identified, it automatically triggers additional inquiries to those third-party entities to verify the active and billable as well as identified as primary, secondary or tertiary.
Functionality:	Standard Experian Health recommended confidence levels.
Standard Implementation Timeline:	16 weeks
Key Deliverables:	<p>Enrollment data (Tax IDs, NPIs, states of operation, specialty enrollment tasks).</p> <p>Completion of special enrollment tasks for certain payers.</p> <p>Transaction payer (carrier and plan) mappings to Experian Health provided mnemonics.</p> <p>Setup the inbound and outbound address verification interfaces (for the separate Demographic Curator-only connection).</p>
Testing:	<p>Experian Health will assist with testing individual functions within a given product through the implementation process. Testing is handled within Epic test environments and Experian Health implementation resources will be available to provide feedback and support.</p> <p>The number of testing transactions incurred each month should not exceed the monthly usage threshold outlined in this Amendment to which this SOW is attached.</p>
Training:	With Epic products, Experian Health recommends incorporating this integration into standard, workflow-based Epic training materials whenever applicable. As the workflow is within Epic, Customer resources must complete training for their organization.
Go-Live:	Customer sends a real-time or batch eligibility request to Experian Health and Experian Health responds with a valid real-time response in a production environment.

Project Team Role	Type	Description
Epic Technical Services (TS)	Customer	Epic resource(s) may need to help with Epic-specific configuration (build, work queues, extracts, etc.).

This SOW contains the complete and exclusive understanding between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements, oral or written. Following the Amendment Effective Date, no provision of this SOW shall be modified or amended except in writing signed by authorized representatives of both Parties.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 6						
Corporate/Business Entity Name:		Experian Health, Inc.				
(Include d.b.a., if applicable)						
Street Address:		720 Cool Springs Blvd, Ste. 200		Website: Experian.com		
City, State and Zip Code:		Franklin, TN 37067		POC Name: John Migliarini, esq. Email: jp.migliarini@experian.com		
Telephone No:		888.661.5657		Fax No:		
Nevada Local Street Address: (If different from above)		Not Applicable		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Title	Name	<u>% Owned</u> <u>(Not required for Publicly Traded</u> <u>Corporations/Non-profit organizations)</u>
Director	Tom Cox	N/A
Director	Darryl Gibson	
Director	Tom Le	
Director	Jeff Shotts	
Director	Jeff Softley	
President	Tom Cox	
Treasurer	Jeff Shotts	
Assistant Treasurer	Maryam Damavandi	
Secretary	Tom Le	
Assistant Secretary	Marc Carlson	
Assistant Secretary	John Migliarini	

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

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

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


DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

☒ No

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

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

Signed by:


Signature: 7DF5C9C4CE...

Senior Director - Operations
Title

Jeff Corley
Print Name
May 19, 2025 | 1:14 PM CDT
Date

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

Issue:	Fifth Amendment to Shopping Center Lease with Spring Valley Town Center Las Vegas, Nv, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Shopping Center Lease with Spring Valley Town Center Las Vegas, Nv, LLC; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 30007290/30007293

Description: Lease Extension

Bid/RFP/CBE: n/a

Term: July 1, 2025 – June 30, 2030

Amount: Base rent: \$232,567.20/yr, increased annually by 3%; Common Area Expenses, insurance and real estate taxes increase not exceed 6%/yr

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

Since June 1995, UMC has had a lease agreement with Spring Valley Town Center Las Vegas, NV LLC (previously Spring Valley Shopping Center Las Vegas, NV Limited Partnership) to lease space for UMC's Spring Valley Quick Care and Primary Care located at 4180 S. Rainbow Boulevard, Las Vegas, Nevada.

On October 11, 1999, the Governing Board approved the First Amendment to the Lease increasing the rentable square footage from 4,995 to 9,900 square feet with a new lease term of 10 years ending June 30, 2010. The Second Amendment extended the lease through June 30, 2015, the Third Amendment extended the lease through June 30, 2020, and the Fourth Amendment extended the term through June 30, 2025.

This request is for approval of a Fifth Amendment that will extend the term through June 30, 2030, and set the base monthly rent at \$19,380.60 with common area expenses, insurance, and taxes not to exceed 6% per year. Monthly rent subsequent to June 30, 2026, and yearly thereafter will increase by 3%.

UMC's Executive Director of Support Services has reviewed the Fifth Amendment and recommends approval by the Board of Hospital Trustees. UMC's Office of General Counsel has approved this amendment in its current form.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 21, 2025, meeting and recommended for award by the Board of Hospital Trustees.

Cleared for Agenda
May 28, 2025

Agenda Item

FIFTH AMENDMENT TO SHOPPING CENTER LEASE

This Fifth Amendment to Shopping Center Lease (hereinafter called "Fifth Amendment") is made on this _____ day of _____, by and between Spring Valley Town Center Las Vegas, Nv. LLC (hereinafter called "Landlord") and University Medical Centers of Southern Nevada (hereinafter called "Tenant").

WHEREAS, all the interests from Spring Valley Shopping Center Lase Vegas, Nv. Limited Partnership as successor in interest to Spring Valley Town Center, LLC as successor in interest to Sudberry-Pardee/LV #1, Ltd. have been transferred to Landlord; and

WHEREAS, all references to "Owner" in prior Amendments to Shopping Center Lease shall be understood to represent "Landlord"; and

WHEREAS, all references to "Minimum Annual Rent" in prior Amendments to Shopping Center Lease shall be understood to represent "Base Monthly Rent"; and

WHEREAS, Landlord and Tenant wish to amend that certain Shopping Center Lease dated June 19, 1995, that certain First Amendment to Lease dated October 11, 1999, that certain Second Amendment to Lease dated June 15, 2010, that certain Third Amendment to Lease dated June 1, 2015, and that certain Fourth Amendment to Lease dated June 16, 2020 (hereinafter called "Lease").

NOW THEREFORE, for good and valuable consideration, the parties agree to the following:

1. The term of this Lease shall be extended for an additional period of sixty (60) calendar months. This period shall commence July 1, 2025 ("Renewal Commencement Date") and shall terminate upon June 30, 2030 (hereinafter called "Renewal Termination Date"). Both Landlord and Tenant agree that there are no options in which this Lease may be further extended and any term or provision in the Lease that may give rise to any such right to extend the Lease beyond the Renewal Termination Date is hereby deemed to be deleted from the Lease and of no further force or effect.
2. The " Base Monthly Rent " shall be modified to show the minimum annual rent to be as follows:

The sum of \$19,380.60 in advance upon the first day of each calendar month commencing July 1, 2025 through June 30, 2026; \$232,567.20 per annum.
3. Effective as of July 1, 2026 and as of the first day of each July thereafter, during the term hereof, the Base Monthly Rent then in effect shall be increased annually by the product of (i) three percent (3%) and (ii) the Base Monthly Rent in effect immediately prior to such increase, and the monthly installments of Base Monthly Rent shall be upwardly adjusted accordingly.
4. Landlord and Tenant agree that the amount by which Common Area Expenses, insurance and real estate taxes increase during each calendar year shall not exceed 6% per year on a cumulative basis. The cap for 2026 will be 106% of the actual calendar year 2025 Common Area Expenses (without adjustment for tenants partial year of occupancy) and the cap for 2027 and each subsequent year of the Lease term will be 106% of the prior year's cap. In the event Landlord's actual Common Area Expenses, insurance and real estate taxes exceed the cap amount, Landlord shall invoice Tenant the amount owed and Tenant shall use its best efforts to seek funding appropriations for the amounts owed in the next fiscal budget cycle and make payment to Landlord within thirty days of approval of said funds. After receiving Landlord's invoice of Common Area Expenses, insurance and real estate taxes which exceed the cap amount, Tenant may dispute the results within 60 days thereof by either (a) providing written notice to the Landlord of Tenant's intent to exercise its audit rights, or (b) requesting an actual accounting of such charges.
5. Landlord and Tenant acknowledge and agree that Section 4 of the Second Amendment to Lease is amended to insert the following sentence after "assets.":

Landlord shall incur no liability of any kind whatsoever to Tenant or to any person, entity, trust or other organization claiming by, through or under Tenant in connection with this Lease or the revocation thereof, or the use by Tenant of all or any portions of the Premises or the Shopping Center.
6. Landlord and Tenant acknowledge and agree that Section 5 of the Second Amendment to Lease is hereby deleted and replaced with the following:

Notwithstanding anything in this Lease to the contrary and upon mutual execution of this Fifth Amendment, Tenant shall be obligated to make all payments of Base Monthly Rent and additional rent, as defined within the Lease, through the Landlord's designated electronic payment's portal. Landlord reserves the right to change the Landlord's designated electronic payment portal at any time through written notice, subject to the notification methods set forth in Section 7 of this Fifth Amendment. Tenant's failure to make payments through the Landlord's designated electronic payment portal does not excuse Tenant from making payments through other means, including but not limited to automated electronic funds transfer or an automated clearing house (ACH). In each instance when Tenant does elect to pay through other means, Tenant will be subject to a surcharge fee equal to three percent (3%) of the Base Monthly Rent, which shall be payable as additional rent, as defined in Section 3.4 of the Shopping Center Lease. Failure to complete payment by the due date will result in a late charge as outlined in Section 3.6 of the Shopping Center Lease.
7. Landlord and Tenant acknowledge and agree that Section 30.9 of the Shopping Center Lease is hereby deleted and replaced with the following:

Any notice, demand, request or other instrument which may be or are required to be given under this Lease, excluding sales or financial reporting if any, shall be delivered in person or sent by United States certified mail, postage prepaid return receipt requested or sent by overnight mail by a recognized national carrier and shall be addressed (a) if to Landlord at the following address:

Spring Valley Town Center Las Vegas, Nv. LLC
c/o Glazer Investments LLC
270 Commerce Drive
Rochester, New York 14623
Attention: Timothy Lyon

For any notice, demand, request, or other instrument which may affect the Grant and Term of the Lease or Fifth Amendment, Tenant is required to send a copy to:

Troutman Pepper Locke
301 S. College Street, 34th Floor
Charlotte, NC 28202
Attention: Stuart M. Jones, Jr.


and (b) if to Tenant at the Premises, with a copy to: UMC Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Any such notice, demand, request, or other instrument delivered or sent as described above will be deemed to be delivered when actually received by the designated addressee and, if required, its designated copy. Tenant may not send notice to Landlord, via electronic mail.
8. Notwithstanding anything in Section 27.1 of the Shopping Center Lease to the contrary, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on

INITIAL	HERE
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LANDLORD	TENANT

the same terms and conditions as provided in this Lease, except that the Base Monthly Rent shall be equal to the rental as specified in Section 27.1 of the Shopping Center Lease.

9. Landlord and Tenant acknowledge and agree that Section 30.8 of the Shopping Center Lease is amended to insert “, disease, epidemics” after “controls”.
10. Notwithstanding anything in Section 15.1 of the Shopping Center Lease to the contrary, whether or not Landlord consents to any proposed assignment or subletting of any portion of the Premises Tenant shall pay Landlord, concurrently with each assignment or subletting request by Tenant, a review and processing fee in an amount equal to \$750.00.
11. This Fifth Amendment and any other certificate, agreement, supplement or document related to this Fifth Amendment, may be executed in counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Any signature to this Fifth Amendment or to any other certificate, agreement, supplement or document related to this Fifth Amendment, that is rendered and delivered by any electronic means, including without limitation (i) facsimile, (ii) electronic mail, (iii) portable document format, (iv) DocuSign ©, (v) or any other electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including without limitation the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.
12. Tenant shall be liable to all of the terms, covenants and conditions of the Lease and this Fifth Amendment.
13. All other terms, covenants and conditions of the Lease shall remain the same.

(Signatures to follow on next page)

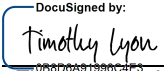
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LANDLORD	TENANT

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date first written.

Landlord:

Spring Valley Town Center Las Vegas, Nv. LLC

DocuSigned by:

By: 

Timothy Lyon, Vice President

Date: 5/16/2025

Tenant:

University Medical Centers of Southern Nevada

By: _____

Name: _____

Title: _____

Date: _____

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LANDLORD	TENANT

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply) 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
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Spring Valley Town Center Las Vegas, Nv. LLC				
(Include d.b.a., if applicable)						
Street Address:		270 Commerce Dr		Website: www.glazer.com		
City, State and Zip Code:		Rochester, NY 14623		POC Name:		
				Email: info@glazer.com		
Telephone No:		585-359-3000		Fax No: 585-35-4690		
Nevada Local Street Address:		N/A		Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kevin Glazer	Owner	100%

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

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

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

<i>Malissa Cottorone</i> _____ Signature	Melissa Cottorone _____ Print Name
_____ Staff Accountant	May 26, 2020 _____ Date
_____ Title	

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

Issue: Education – ICare Training	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an educational ICARE Training from Danita Cohen, Chief Experience Officer; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive ICARE4U training from Danita Cohen.

Cleared for Agenda
May 28, 2025

Agenda Item #

10

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

Issue: 2025 Governing Board Action Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and discuss the Governing Board 2025 Action Plan, to include an update from Shana Tello, Academic and External Affairs Administrator and Amy Runge, Ambulatory Clinical Manager for Wellness, regarding the Mindful Mental Health Support Group Resource at UMC; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a presentation regarding the Mental Health Support Group at UMC.

Cleared for Agenda
May 28, 2025

Agenda Item #

11

MINDFUL MENTAL HEALTH RESOURCE GROUP

*Physically Energized, Emotionally Connected
A Group Supporting Team UMC*





MENTAL HEALTH

Awareness

MONTH

Nevada is the lowest State ranking in the nation (51st) for mental health services determined by the prevalence of mental illness and low rates of access to care.

Statewide, there is one mental health professional for every 460 residents, and every Nevada county is federally designated as having a mental health provider shortage.

Gentry, D. (2025, February 13). Licensing scheme contributing to shortage of psychologists in Nevada, say critics.
Nevada Current

23% OF ADULTS EXPERIENCED A MENTAL ILLNESS IN THE PAST YEAR.
EQUIVALENT TO NEARLY 60 MILLION AMERICANS.

5%
OF ADULTS

&

13%
OF YOUTH

REPORTED EXPERIENCING SERIOUS
THOUGHTS OF SUICIDE.

10%
OF ADULTS

&

8.5%
OF YOUTH

STILL HAVE PRIVATE INSURANCE THAT
DOES NOT COVER MENTAL HEALTH.

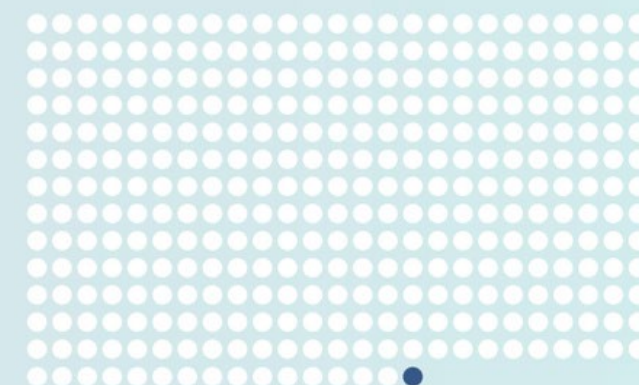
2022 HAD THE HIGHEST NUMBER OF
DEATHS BY SUICIDE EVER RECORDED
IN THE U.S.



18% OF ADULTS IN THE U.S.
HAD A SUBSTANCE USE
DISORDER IN THE PAST
YEAR.

77% OF THEM DID NOT RECEIVE
TREATMENT.

THERE ARE 340 PEOPLE FOR EVERY 1
MENTAL HEALTH PROVIDER IN THE U.S.



1 IN 4

ADULTS WITH FREQUENT MENTAL
DISTRESS COULD NOT SEE A DOCTOR
DUE TO COST, A 2% INCREASE OVER
THE LAST REPORT.

2024 KEY FINDINGS STATE OF MENTAL HEALTH IN AMERICA

<https://mhanational.org/position-statements/the-state-of-mental-health-in-america/>

You are NOT ALONE

Millions of people are affected by mental illness each year. Across the country, many people just like you work, perform, create, compete, laugh, love and inspire every day.



1 in 5 U.S. adults
experience
mental illness

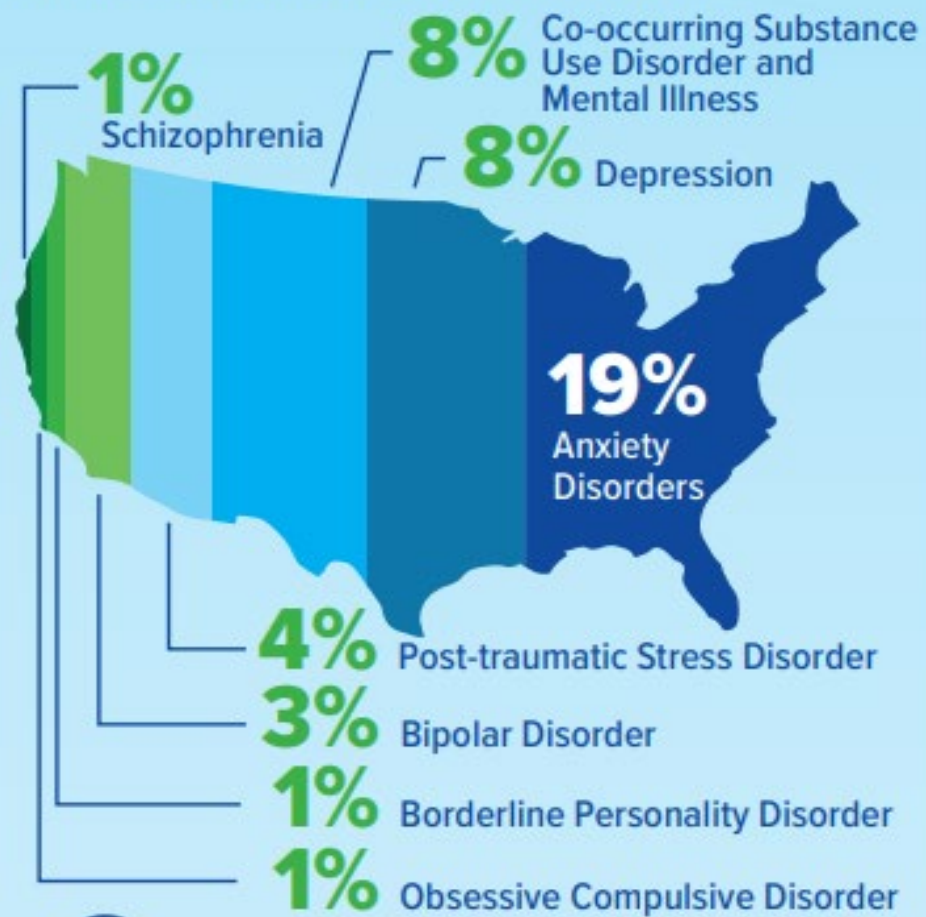
1 in 20

1 in 20 U.S. adults
experience serious
mental illness

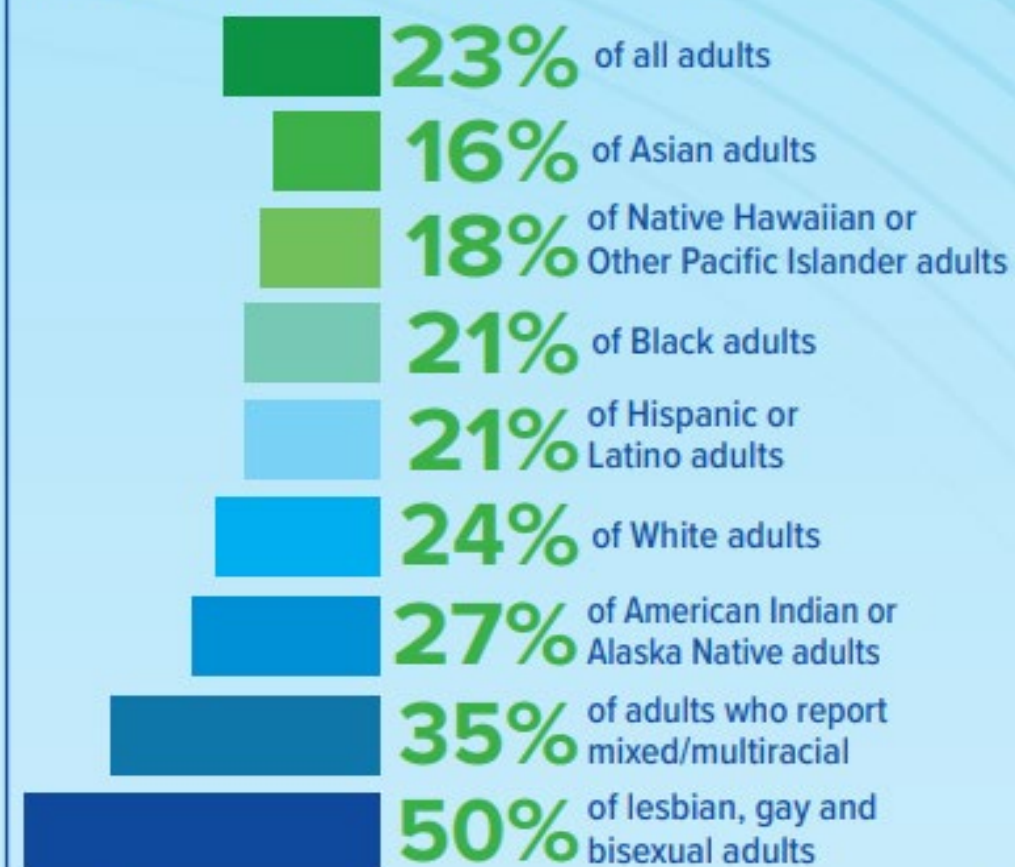
17%

of youth (6-17 years)
experience a mental
health disorder

12 MONTH PREVALENCE OF COMMON MENTAL ILLNESSES (ALL U.S. ADULTS)



12 MONTH PREVALENCE OF ANY MENTAL ILLNESS (ALL U.S. ADULTS)



Data from CDC, NIMH, and other select sources (2023)



1 IN 6
Americans are now
65 or older.

Source: U.S. Census Bureau



35%
of Medicare beneficiaries
65 and older in 2019 had a
behavioral health need.

Source: U.S. Department
of Health and Human Services



UP TO 2/3

of older adults with a mental
health condition are estimated
as **not having received the
treatment they need**

Source: National Council on Aging



1 IN 11

adults 60 or older
had a **substance use
disorder diagnosis in
the past year.**

Source: American Psychological
Association



Older adults are

**MORE LIKELY TO HAVE
CHRONIC CONDITIONS**

such as **hearing loss, heart disease, cancer,
stroke or diabetes** — all of which can put them
at **greater risk of depression and anxiety.**

Older adults with **significant hearing
loss were 47% more likely to experience
symptoms of depression.**

Source: The Gerontologist, as reported by Reuters

How Hospitals Can Support Older Adults' Behavioral Health

- **Become an Age-Friendly Health System** by delivering care based on the 4Ms Framework — what matters, medications, mentation and mobility. This Framework helps reduce readmissions, decreases length of stay and improves health outcomes.
Source: [The AHA](#)
- **Integrate physical and behavioral health** in primary care and create a treatment pathway for behavioral health concerns in primary care settings.
Source: [The Substance Abuse and Mental Health Services Administration](#)
- **Educate hospital staff and the community** on the symptoms of mental disorders in older adults, such as
 - Feelings of loneliness, isolation and lack of purpose.
 - Stress and worry caused by the challenges of living with physical health conditions.
 - Anxiety due to mobility limitations or living conditions, such as financial worries, overwhelming home maintenance, or stress resulting from selling and moving from their home.Source: [UT Southwestern](#)
- **Advance community collaboration** to support whole health for older adults. Using innovative coordination and funding, hospitals can be coordinators for a broad spectrum of community agencies and other community partners to form a vital network of support and care.
Source: [Frontiers in Public Health](#)
- **Address the “epidemic of loneliness”** through community partnerships to engage with older adults and break down the walls of isolation.

Source: [The AHA](#)



1 in 5 U.S. adults experience mental illness each year.



474,000 adults in Nevada have a mental health condition.

That's more than **8X** the population of Carson City.

It is more important than ever to build a stronger mental health system that provides the care, support and services needed to help people build better lives.



An inadequate mental health system affects individuals, families and communities.



High school students with depression are more than **2x more likely to drop out** than their peers.

72.4% of Nevadans age 12–17 who have depression **did not receive any care** in the last year.



6,900 people in Nevada are homeless and **1 in 3 live with a serious mental illness.**



On average, 1 person in the U.S. **dies by suicide every 11 minutes.**

In Nevada, **657 lives were lost to suicide** and 107,000 adults had thoughts of suicide in the last year.

1 in 4 people with a serious mental illness has been arrested by the police at some point in their lifetime –



leading to over **2 million jail bookings** of people with serious mental illness each year.

About **2 in 5 adults** in jail or prison have a history of mental illness.



7 in 10 youth in the juvenile justice system have a mental health condition.



More than half of Americans report that **COVID-19** has had a **negative impact** on their mental health.

In February 2021, **41.4% of adults in Nevada** reported symptoms of **anxiety or depression.**

25.1% were unable to get needed counseling or therapy.



1 in 20 U.S. adults experience serious mental illness each year.

In Nevada, **109,000 adults** have a **serious mental illness.**



1 in 6 U.S. youth aged 6–17 experience a **mental health disorder** each year.

33,000 Nevadans age 12–17 have depression.

Nevadans struggle to get the help they need.



More than half of people with a mental health condition in the U.S. **did not receive any treatment** in the last year.

Of the **164,000 adults in Nevada** who **did not receive needed mental health care**, 51% did not because of cost.

11.5% of people in the state are uninsured.



Nevadans are over **4x more likely to be forced out-of-network** for mental health care than for primary health care — making it more difficult to find care and less affordable due to higher out-of-pocket costs.

2,445,591 people in Nevada live in a community that **does not have enough mental health professionals.**

OUR MISSION

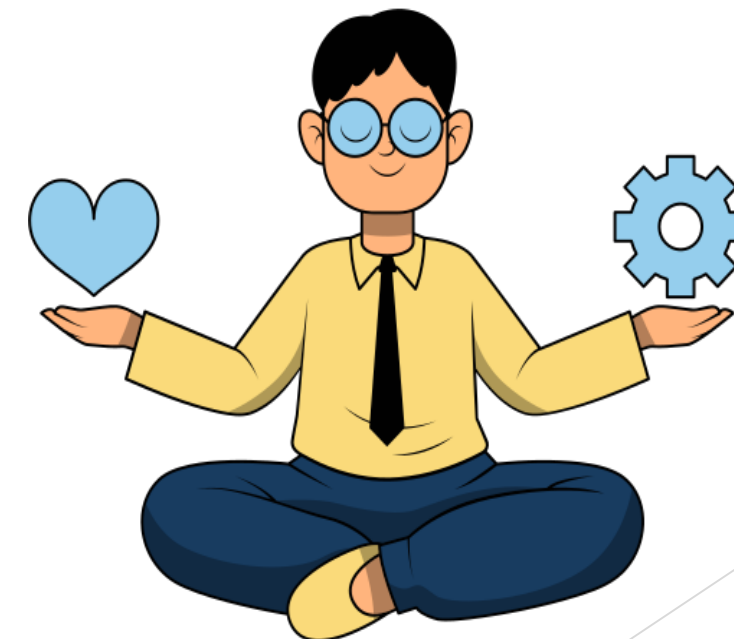
- To provide support and resources to UMC employees in a group setting to promote mental and behavioral health
- Employee peers lead the holistic approach
- The group is intended to bring employees together to discuss common issues related to mental and behavioral health care and wellness



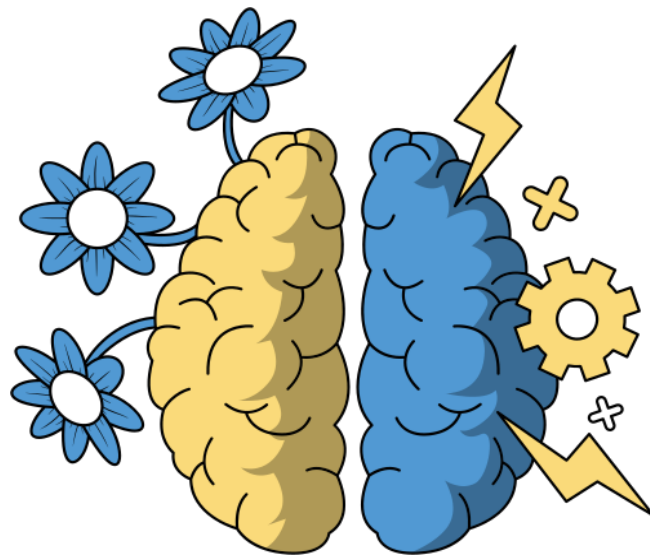
PROGRAM DETAILS

LEAD: Shana Tello and Amy Runge

- Shared experiences to improve connections with peers
- Outside organizations/subject matter experts to assist and provide evidence-informed interventions
- Meant to provide additional support and not to replace treatment by professionals
- Resource materials available related to topics
- Light Refreshments served



PARTICIPATION GUIDELINES



- Employees can share their own experience (optional)
- Each meeting includes a topic of focus along with educational materials and resources
- Promote and encourage Employee Confidentiality
- Remind Employees about EAP & Insurance Benefits
- Hybrid option (in-person and virtual) to increase accessibility and employee engagement

PAST TOPICS AND SPEAKERS



TOPIC: How to Navigate
the Mental and
Behavioral Healthcare
System in Las Vegas



TOPIC: Explore a program
that allows creativity to
play an important role in
mental health



TOPIC: Compassion
Fatigue and Provider
Resilience



TOPIC: Love Addiction:
Co-dependency vs.
Healthy Interdependence



TOPIC: Stress and
Techniques for dealing
with stress-inducing
situations



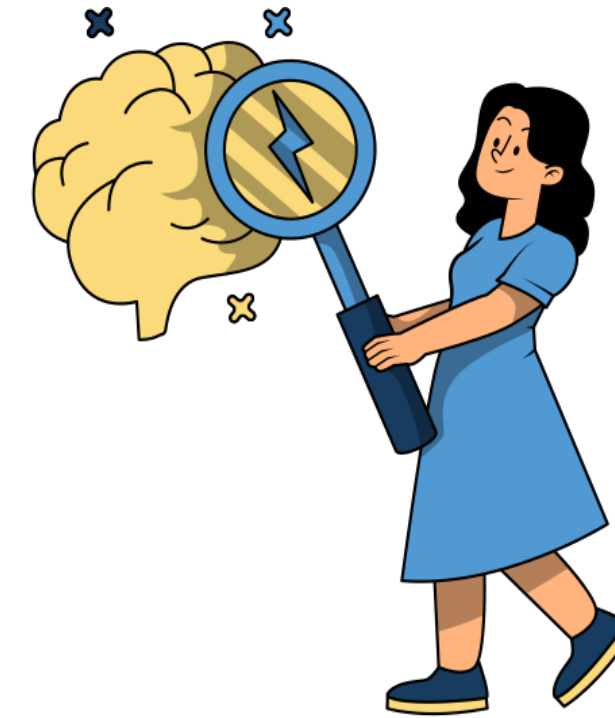
GROUP
ACTIVITIES

UPCOMING SESSIONS

June 27: Diversity

Sept 3: Suicide Awareness and Depression

Nov 6: Substance and Alcohol – AA/Al-Anon



Other Future Topics

Women & Mental Health

Men & Mental Health

Autism/ADD/ADHD



UMC PARTICIPATION CHILDREN'S MENTAL HEALTH COALITION

[Interim HHS Committee Nevada State Legislature](#)

STATE SENATE & ASSEMBLY BILLS

SB408

- Crisis Stabilization Center

AB 52

- Proposes revisions to provisions related to payment of claims under health insurance policies

AB 339

- Create the Office of Children's Mental and Behavioral Health

AB 340

- Insurance coverage for screening and assessment

SB 165

- Creation of licensed professionals known as Behavioral Health and Wellness Practitioners

THANK YOU!



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

Issue:	Report from Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the May Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
May 28, 2025

Agenda Item #

12

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

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the May Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
May 28, 2025

Agenda Item #

13

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

Issue: Monthly Financial Reports for March FY25 Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the monthly financial report for April FY25; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the April FY2025 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
May 28, 2025

Agenda Item #

14



April 2025 Financials

GB Meeting



KEY INDICATORS APR



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,649	18,197	452	2.48%	18,399	250	1.36%
Total Admissions	2,036	2,012	24	1.17%	1,877	159	8.47%
Observation Cases	651	900	(249)	(27.67%)	900	(249)	(27.67%)
ADC	381	389	(8)	(2.03%)	389	(8)	(2.05%)
ALOS (Admits)	5.63	5.80	(0.17)	(2.87%)	6.04	(0.41)	(6.79%)
ALOS (Obs)	0.92	1.28	(0.37)	(28.54%)	1.28	(0.37)	(28.54%)
Hospital CMI	1.88	1.84	0.04	2.17%	1.76	0.12	6.80%
Medicare CMI	1.90	2.07	(0.17)	(8.21%)	2.03	(0.13)	(6.41%)
IP Surgery Cases	831	877	(46)	(5.25%)	790	41	5.19%
OP Surgery Cases	720	614	106	17.26%	589	131	22.24%
Transplants	17	14	3	21.43%	14	3	21.43%
Total ER Visits	9,585	9,226	359	3.89%	9,015	570	6.32%
ED to Admission	14.86%	-	-	-	12.67%	2.19%	-
ED to Observation	6.28%	-	-	-	10.54%	(4.26%)	-
ED to Adm/Obs	21.14%	-	-	-	23.21%	(2.07%)	-
Quick Cares	16,828	20,319	(3,491)	(17.18%)	17,887	(1,059)	(5.92%)
Primary Care	8,055	6,265	1,790	28.56%	7,562	493	6.52%
UMC Telehealth - QC	417	592	(175)	(29.54%)	580	(163)	(28.10%)
OP Ortho Clinic	3,039	2,120	919	43.35%	2,194	845	38.51%
Deliveries	107	103	4	3.86%	92	15	16.30%

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$87,996,751	\$83,424,703	\$4,572,048	5.48%	●
Net Patient Revenue as a % of Gross	18.34%	18.36%	(0.02%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$87,789,802	\$84,439,116	(\$3,350,685)	(3.97%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$206,950	(\$1,014,413)	\$1,221,363	120.40%	●
Add back: Depr & Amort.	\$4,009,916	\$3,836,845	(\$173,071)	(4.51%)	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$4,216,866	\$2,822,431	\$1,394,434	49.41%	●
EBITDA Margin	4.79%	3.38%	1.41%		

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$873,564,481	\$841,601,793	\$31,962,688	3.80%	●
Net Patient Revenue as a % of Gross	18.39%	18.31%	0.08%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$882,205,586	\$850,097,867	(\$32,107,719)	(3.78%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,641,106)	(\$8,496,075)	(\$145,031)	(1.71%)	●
Add back: Depr & Amort.	\$41,232,008	\$39,888,686	(\$1,343,322)	(3.37%)	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$32,590,902	\$31,392,612	\$1,198,291	3.82%	●
EBITDA Margin	3.73%	3.73%	0.00%		

SALARY & BENEFIT EXPENSE APR



	Actual	Budget	Variance	% Variance	
Salaries	\$36,220,932	\$35,042,936	(\$1,177,996)	(3.36%)	●
Benefits	\$15,804,867	\$15,734,800	(\$70,067)	(0.45%)	●
Overtime	\$587,390	\$1,066,471	\$479,080	44.92%	●
Contract Labor	\$1,657,050	\$1,663,311	\$6,260	0.38%	●
TOTAL	\$54,270,240	\$53,507,518	(\$762,722)	(1.43%)	●

EXPENSES APR



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,368,010	\$2,302,171	(\$65,839)	(2.86%)	●
Supplies	\$17,130,603	\$14,882,807	(\$2,247,796)	(15.10%)	●
Purchased Services	\$7,215,782	\$6,955,542	(\$260,240)	(3.74%)	●
Depreciation	\$2,328,258	\$2,275,078	(\$53,180)	(2.34%)	●
Amortization	\$1,681,657	\$1,561,766	(\$119,891)	(7.68%)	●
Repairs & Maintenance	\$1,108,827	\$949,752	(\$159,075)	(16.75%)	●
Utilities	\$393,028	\$760,256	\$367,228	48.30%	●
Other Expenses	\$1,118,181	\$1,091,083	(\$27,098)	(2.48%)	●
Rental	\$175,214	\$153,142	(\$22,072)	(14.41%)	●
Total Other Expenses	\$33,519,562	\$30,931,599	(\$2,587,963)	(8.37%)	●

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

Issue:	Kirk Kerkorian School of Medicine Dean's Update	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
May 28, 2025

Agenda Item #

15

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

Issue: CEO Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive the Hospital CEO update; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

Cleared for Agenda
May 28, 2025

Agenda Item #

16



CEO Update

May 2025

- Becker's "150 Top Places to Work in Healthcare"
- ReVITALize project complete
- Legislative update
- Successful DNV Comprehensive Stroke Survey
- UMC Radiology Site Survey
- Launching Case Request with UNLV Surgery
- UMC Transplant receives Anthem's "Blue Distinction"
- New Nellis Quick and Primary Care to begin construction
- UMC Impact Awards – June 11th at Red Rock Bowling
- Crisis Stabilization Center Grand Opening – June 24th at 9:00 am
- UMC sponsoring Cardiovascular Symposium – June 14th at Red Rock

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

Issue: Amendment to the Bylaws of the University Medical Center of Southern Nevada Governing Board	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review for approval amendments to the Governing Board Bylaws to conform with Chapter 3.74 of the Clark County Code; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Pursuant to Ordinance 5242 and in accordance with Chapter 3.74 of the Clark County Code, the University Medical Center of Southern Nevada (“UMC”) Governing Board has adopted Bylaws which set forth the operation and proceedings of the UMC Governing Board. The proposed revisions set forth herein seek to amend the UMC Governing Board Bylaws as noted below:

Pursuant to Section 3.7 of the UMC Governing Board Bylaws, Removal: A Board member serves at the pleasure of the Board of Hospital Trustees and may be removed from his or her position by a majority vote of the Board of Hospital Trustees.

Pursuant to Section 3.9(f) of the UMC Governing Board Bylaws, Powers and Duties of the Governing Board: Appointment, compensation, review, and discharge of UMC’s Chief Executive Officer, which shall be ratified by the board of hospital trustees.

Cleared for Agenda
May 28, 2025

Agenda Item #

17

BYLAWS OF
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (UMC)
GOVERNING BOARD

July 30, 2014
Revised October 28, 2020
Revised: July 27, 2022
Revised: January 31, 2024
Revised:

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DRAFT

PREAMBLE

WHEREAS, Nevada Revised Statutes Section 450.175(1) grants the governing body of a county hospital organized under the laws of Chapter 450 the authority to appoint a board which shall exercise powers and duties delegated by the board of hospital trustees;

WHEREAS, the Clark County Board of Commissioners, acting in its capacity as the University Medical Center of Southern Nevada (“UMC”) Board of Hospital Trustees (the “Board of Hospital Trustees”), enacted Clark County Ordinance ~~Ne~~created, as most recently amended by Ordinance No. - 4792-5242 (the “Ordinance”);

WHEREAS, the Ordinance established the UMC Governing Board (the “Governing Board”) and charged it with the responsibility of maintaining UMC as a county hospital organized under Chapter 450 of the Nevada Revised Statutes and operated with the goal of maintaining the highest quality patient care for the residents of and visitors to Clark County; and

WHEREAS, the Ordinance provides that the members of the Governing Board (“Board members”) shall adopt bylaws under which the Governing Board shall operate;

NOW, THEREFORE, the members of the Governing Board hereby approve and adopt these Bylaws.

MISSION

The Ordinance provides that UMC’s primary mission and purpose is to serve as a public, safety-net hospital. The Governing Board, along with the Board of Hospital Trustees, will seek to fulfill this mission in its oversight and governance of UMC.

GOVERNING BOARD

Section 3.1 General Powers. The Governing Board, to the extent authorized and allowed by the Board of Hospital Trustees, shall provide oversight, policy development and strategic direction of UMC in a manner consistent with federal and state laws, the Ordinance, these Bylaws, and the Policies and Procedures adopted by the Governing Board from time to time.

Section 3.2 Number of Members. The Governing Board shall consist of no more than nine (9) nor fewer than five (5) voting members, to be appointed by the Board of Hospital Trustees as set forth in Section 3.3 and 3.5 of this Article.

Section 3.3 Selection of Initial Board Members. The Ordinance provides for the selection of initial Board members as follows. The members of the initial Governing Board shall be selected by majority vote of the Board of Hospital Trustees at a duly noticed public meeting of

the Board of Hospital Trustees. Candidates for membership on the initial Governing Board shall be submitted to the Board of Hospital Trustees by the County Manager and UMC CEO, upon the advice of a nominating committee consisting of residents of Clark County, as a slate of no less than five (5) candidates nor more than nine (9) candidates and must be approved as a slate. Members of the initial Governing Board shall serve staggered terms, chosen by lot. One third of the Board members chosen shall serve an initial term of three years, one third of the Board members chosen shall serve an initial term of two years, and the balance of the Board members chosen shall serve an initial term of one year.

Section 3.4 Term. Except as provided in Section 3.3 with respect to members of initial Governing Board, each Board member shall serve a term of three (3) years and until his or her successor is appointed and qualified. Board members shall be eligible to be reappointed as set forth in Section 3.5.

Section 3.5 Vacancies. The Ordinance provides that all vacancies on the Governing Board (whether due to expiration of the term of a Board member, death, resignation, removal or otherwise) shall be filled by a majority vote of the Board of Hospital Trustees at a duly noticed public meeting. When a term has expired or a Board position has otherwise become vacant, a candidate for membership on the Governing Board shall be submitted to the Board of Hospital Trustees by the Governing Board. A pool of qualified candidates will be determined through an application process coordinated through the Board Secretary and conducted in consultation with the Office of General Counsel. The Governing Board shall automatically consider any current Board member eligible for reappointment to the vacant position. If any application from a qualified candidate is received via the application process, a Special Nominating Committee shall be organized. The Special Nominating Committee shall consist of at least three (3) members of the Governing Board, as appointed by the Chair of the Governing Board (or Vice-Chair if the Chair is up for reappointment). No Board member who is being considered to fill a pending or current vacancy may serve on the Special Nominating Committee. The Special Nominating Committee shall review all candidates meeting the qualifications for Governing Board service and recommend at least two (2) candidates to the Governing Board for each vacancy, if available. The Governing Board shall select one (1) candidate per vacant spot from the recommendation of the Special Nominating Committee and submit such recommendation(s) to the Board of Hospital Trustees for approval. If a candidate recommended by the Governing Board is not selected by the Board of Hospital Trustees, the process shall be repeated until a candidate for a vacancy is selected.

Section 3.6 Resignation. Any Board member may resign at any time by giving written notice of resignation, including an effective date therefor, to the Chair of the Board or Secretary. Any such resignation shall take effect at the time specified therein. If no effective date is specified therein, the resignation shall take effect thirty (30) days from the date of receipt of such notification by the Chair of the Board or Secretary.

Section 3.7 Removal. Pursuant to the Ordinance, a Board member serves at the pleasure of the board of hospital trustees and may be removed from his or her position ~~only~~ by a majority vote of the Board of Hospital Trustees ~~for acts or omissions which, in the determination of the Board of Hospital Trustees, constitute malfeasance or misfeasance, including but not limited to a violation of any section of the Clark County Code, an unresolved financial conflict of interest, a~~

~~violation of the Nevada Ethics in Government Law, or for failure to attend to duties of a Board member, as otherwise provided by Clark County Code.~~

Section 3.8 Compensation. Board members may be compensated for their services in an amount not to exceed \$400 per month. Any Board member may waive compensation for his or her service on the Governing Board by notifying the Secretary.

Section 3.9 Powers and Duties of the Governing Board. The Governing Board shall have the following powers and duties, as set forth in the Ordinance:

(a) Oversight of UMC primary mission and purpose of maintaining a public, safety-net hospital.

(b) Adoption of bylaws under which the Governing Board shall operate, including but not limited to the determination of meeting times and frequencies, the appointment of standing committees with oversight of specific governance functions, and the selection of officers of the Governing Board.

(c) Recommendations, by majority vote, of individuals to fill vacancies on the Governing Board and on the number of members of the Governing Board, subject to final approval by the Board of Hospital Trustees.

(d) Development of strategic planning goals and objectives, and adoption of plans to achieve them.

(e) Approval of policies and procedures for the operation of UMC, including policies regarding service utilization patterns, productivity, patient satisfaction and patient complaints and scope of availability of services.

(f) Appointment, compensation, review and discharge of UMC's Chief Executive Officer, which shall be ratified by the board of hospital trustees.

(g) Except as limited by Paragraph (k) below, approval of expenditures, contracts and resolutions for the acquisition of goods and services necessary for the operation of UMC and fulfillment of its mission, in conformance with statutory requirements applicable to local governmental purchasing and contracts. Such approval and contractual obligations may not exceed encumbrances, in money and resources, of more than \$5,000,000.00 per fiscal year per contract. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for immediate dismissal. When services are contracted through the utilization of any Purchasing Group (as such term is defined pursuant to NRS Chapter 450, et seq.) reasonable efforts shall be made to utilize vendors licensed in Clark County, Nevada, or vendors employing residents of Clark County, Nevada.

(h) Delegation to the Chief Executive Officer of powers and duties, including, to the extent the Governing Board deems advisable, a limited power to enter into contracts and agreements on behalf of UMC, and the negotiation of collective bargaining agreements with recognized employee groups. In no way may the Governing Board delegate to the CEO powers or

duties which have not been delegated to it or which exceed state law limitations on delegation of authority. Delegation to the CEO under this provision in no way relieves the Governing Board in its duty of financial oversight of the operation of UMC.

(i) Oversight of physician recruitment and credentialing, including the appointment, re-appointment, or removal of medical staff membership and clinical privileges, which includes the appellate review of actions of the Medical Executive Committee which may be challenged by an applicant or credentialed physician.

(j) Promulgation of rules, regulations and standards governing appointment of physicians and interns to the staff for approval by the Board of Hospital Trustees.

(k) Approval of contracts with individual physicians or private medical associations for the provision of certain medical services as may be required by UMC. Such contracts shall not exceed ~~five~~ ten years in length. Such contracts may be renewed at a duly noticed meeting of the Governing Board. Such contracts may not exceed the annual encumbrances set forth in the Ordinance and must comply with all budgeting requirements of the Local Government Budget and Finance Act of the Nevada Revised Statutes. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for dismissal.

(l) Approval of personnel policies and procedures for employees of UMC, approval of collective bargaining agreements with recognized employee groups, and approval of compensation packages for non-union eligible and management employees. Such approvals must fall within approved budgets. Approval of collective bargaining agreements shall be ratified by the Board of Hospital Trustees.

(m) Approval of settlements and agreements to resolve employment-related litigation and pre-litigation demands not to exceed \$50,000.00 per applicant or employee, and not to exceed \$200,000.00 per incident or allegation of related incidents, and approval to resolve non-employment related litigation and pre-litigation demands not to exceed \$25,000.00 per incident or allegation of related incidents.

(n) Approval of settlement or resolution of billing disputes or overpayments involving patients, third-party payers or governmental agencies.

(o) Acceptance of gifts and bequests to UMC, except where such gifts or bequests involve or include real property or improvements to real property or contain conditions on the bequest or gift which are beyond the delegated authority of the Governing Board.

(p) Financial oversight and recommendation of UMC operating and capital budgets for submission to the Board of Hospital Trustees for approval, pursuant to Section 4 of the Ordinance.

(q) Oversight of quality improvement, performance and measurements.

(r) Risk identification and compliance oversight to ensure that UMC maintains compliance with all federal, state and local laws and regulations, as well as all requirements of accrediting bodies.

- (s) Oversight of patient admission policies and policies that support patient care.
- (t) Oversight of medical education, training programs, community health education and research activities.
- (u) Review and approval of bylaws, rules and regulations of the medical staff of UMC, subject to final approval by the Board of Hospital Trustees.
- (v) Oversight of the development of patient charges, subject to final approval by the Board of Hospital Trustees.
- (w) Responsibility for coordinating education of the Governing Board members.
- (x) Responsibility for the Governing Board's effective, efficient performance and participation in a formal evaluation and self-assessment process.
- (y) Consultation and engagement with the community and UMC stakeholders.
- (z) Responsibility for ensuring that all operations of UMC, especially contractual and personnel matters, are conducted free from any political interference in accordance with applicable law.
- (aa) Responsibility for oversight of a marketing plan for UMC and implementation of new healthcare laws, including the Affordable Care Act.
- (bb) Development of recommendations for alternative public or private financing to assist UMC.
- (cc) Any other duty or power which is both lawful and necessary to the full discharge of the powers and jurisdiction conferred on the Governing Board.

Section 3.10 Powers and Duties Retained by the Board of Hospital Trustees. The Board of Hospital Trustees retains the following powers and duties with respect to the operation of UMC, as set forth in the Ordinance:

- (a) Approval of the mission and purpose of UMC and any major changes thereto.
- (b) Appointments to the Governing Board in accordance with Section ~~32~~ of the Ordinance.
- (c) Final approval of rules, regulations, and standards governing appointments of physicians and medical interns to the staff of UMC.
- (d) Review of the annual tentative budget and final approval of the annual final budget, to be filed with the Board of County Commissioners, as required of all local governmental agencies by Chapter 354 of the Nevada Revised Statutes.

(e) The lease, purchase, or construction of buildings utilized for UMC, and approval of agreements related to acquisition, disposal, or mortgage of real property or pledge of personal property owned by the County of Clark and dedicated to the use of UMC.

(f) The exercise of the power of eminent domain related to the operation of UMC.

(g) Final approval of patient charges as required by law.

(h) The issuance of bonds or securities related to Clark County debt for the operation of UMC or its facilities.

(i) Approval of the institution and prosecution of litigation on behalf of UMC, its officers, and employees, and selection of legal representatives as provided by law, except as otherwise delegated by ordinance or resolution, and provided that specialty counsel for legal services not readily available in Clark County, Nevada, may be retained in accordance with the delegation(s) of authority which may exist with respect to professional services.

(j) Approval of memberships in Purchasing Groups for the purpose of purchasing in accordance with Chapter 450 of the Nevada Revised Statutes..

(k) Recognition of employee groups under Nevada Revised Statutes Chapter 288.

(l) Adoption of bylaws, rules and regulations governing the Board of Hospital Trustees.

(m) Adoption of procedural requirements pertaining to the Board of Hospital Trustees meetings, hospital visits and reports.

(n) Approval of expenditures, contracts and resolutions for the acquisition of goods and services in amounts exceeding the fiscal year thresholds that would otherwise permit approval by the Governing Board pursuant to Section Two of the Ordinance.

(o) Amendment or revision of any power or duty delegated to the Governing Board.

(p) Any duty or power which is required by Nevada law to be performed by the Board of Hospital Trustees.

MEETINGS

Section 4.1 Regular Meetings. The Governing Board shall conduct regular, noticed meetings to be held on a monthly or near-monthly basis with a minimum of ten (10) such meetings per year. The first regular meeting of the calendar year shall be the Annual Meeting.

Section 4.2 Special Meetings. Special meetings of the Governing Board shall be held whenever called by the Chair of the Board or by four (4) Board members. Any and all business

may be transacted at a special meeting which may be transacted at a regular meeting of the Governing Board.

Section 4.3 Time and Place of Meetings. The Governing Board may hold its meetings at such time or times and such place or places within Clark County, Nevada as the Governing Board may, from time to time, determine.

Section 4.4 Notice of Meetings. Except in an emergency, written notice of all meetings must be given at least three (3) working days before the meeting. The content and manner of notice shall comply with the Nevada Open Meeting Law.

Section 4.5 Quorum and Manner of Acting. A majority of the whole number of Board members shall be present at any meeting of the Governing Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those Board members present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Governing Board, except as otherwise expressly required by these Bylaws. In the absence of a quorum for any such meeting, a majority of the Board members present thereat may adjourn such meeting, from time to time, until a quorum shall be present.

Section 4.6 Remote Communication. Members of the Governing Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Section 4.7 Voting by Proxy. Voting by proxy shall not be permitted.

Section 4.8 Organization. At each meeting of the Governing Board, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Board; (b) the Vice-Chair of the Board; (c) any Board member chosen by a majority of the Board members present thereat. The Secretary or, in his or her absence, any person whom the Chair of the Board shall appoint shall act as Secretary of such meeting and shall keep the minutes thereof.

Section 4.9 Minutes of Meetings. The Governing Board shall keep written minutes of meetings in accordance with the Nevada Open Meeting Law. Minutes of meetings shall be complete, shall reflect deliberations of Board members as well as action taken. All supporting materials submitted for the information of the Governing Board shall, to the extent required by law, be included with the permanent minute record so as to constitute a permanent record of all proceedings.

Section 4.10 Open Meeting Law. Meetings of the Governing Board shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

OFFICERS OF THE GOVERNING BOARD

Section 5.1 Officers. Board Officers shall include a Chair of the Board and Vice-Chair of the Board and such other officers as the Governing Board may authorize, and shall be elected by the Board members at the Annual Meeting or as otherwise required. Board Officers shall serve for terms of two years and until their respective successors are elected and have qualified. Board Officers may succeed themselves and may at any time be removed by a majority vote of the Governing Board with or without cause.

Section 5.2 Chair of the Board. The Chair of the Board shall preside over Governing Board meetings, see that orders and resolutions of the Governing Board are carried into effect, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Governing Board or prescribed by these Bylaws. The Chair of the Board shall have the power to act on emergency matters as defined by Nevada law when a quorum of the Governing Board cannot be gathered in sufficient time or as otherwise reasonably required, subject to ratification by the Governing Board at its next regular meeting.

Section 5.3 Vice-Chair of the Board. The Vice-Chair of the Board shall, if present and if the Chair of the Board shall be absent or shall be unable to act, preside at all meetings of the Governing Board. The Vice-Chair of the Board shall perform such other duties as from time to time may be assigned by the Governing Board and otherwise assume the duties of the Chair of the Board under these Bylaws, including but not limited to the duties specified in Section 5.2 of this Article, when the Chair of the Board so delegates or confirms that he or she is otherwise unavailable to take action.

Section 5.4 Non-Voting Ex Officio Members. The Chief Executive Officer and Chief of Staff shall serve as non-voting ex officio members of the Governing Board. Additionally, the Chairman of the Governing Board may appoint other ex officio non-voting members as may be identified by the various Chairs of the Governing Board Standing Committees or as otherwise determined to be reasonably helpful to properly exercise the duties of the Governing Board.

ADMINISTRATION

Section 6.1 Staffing. UMC shall provide staff to the Governing Board for purposes of secretarial, research and other needs.

Section 6.2 Appointment of Administrative Officers.

Secretary of the Governing Board. A Secretary of the Governing Board shall be appointed by the CEO, subject to approval of the Governing Board, with such duties as shall be provided in these Bylaws and otherwise determined by the Chair of the Board in coordination with the CEO. The Secretary of the Governing Board shall provide or cause to be provided all secretarial assistance to the Governing Board and its committees; assist the Chair of the Board in developing an agenda for each meeting; keep records of the minutes of the meetings

of the Governing Board; and furnish copies of such minutes to each Board member, to the CEO, and to others, in accordance with these Bylaws. The CEO shall be custodian of and shall faithfully keep, or cause to be kept, all records, books, documents and other valuable papers relating to the Governing Board. The Secretary shall be responsible for arranging all meeting notices and for attending to all correspondence that may be ordered by the Governing Board.

COMMITTEES

Section 7.1 Committees. Committees of the Governing Board shall be Standing Committees or Special Committees (each a “Committee” and collectively, “Committees”).

Standing Committees. Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Special Committees. Special Committees may be appointed by the Governing Board. The function and duration of a Special Committee shall be determined by its specific assignment, as stated in a resolution of the Governing Board creating it. Appointments to Special Committees need not be Board members, provided that a member of the Governing Board shall chair any such Special Committee. Public members shall be advisory to the Special Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Section 7.2 General Provisions.

Appointment. Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

Authority. Unless specifically delegated and except as otherwise provided herein, authority to act on all matters is reserved to the Governing Board, and the duty of each Committee shall be only to consider and make recommendations to the Governing Board upon matters referred to it.

Quorum. A majority of the voting members of the Committee shall constitute a quorum.

Remote Communication. Members of a Committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Organization. At each Committee meeting, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Committee; or (b) any Committee member chosen by a majority of the Committee members present thereat.

Voting. All actions of a Committee shall be taken by a majority vote of the voting members in attendance at a Committee meeting.

Minutes of Meetings. Minutes of Committee meetings shall be in form of reports to the Governing Board and shall be submitted to the next subsequent regular meeting of the Governing Board for consideration and action.

Open Meeting Law. Committee meetings shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

MEDICAL STAFF

Section 8.1 Medical Staff Bylaws. The responsibility for oversight and approval of bylaws of the medical staff of UMC has been delegated to the Governing Board, subject to final approval by the Board of Hospital Trustees. Such bylaws shall be concerned with, but not limited to, the following areas: (a) appointments, reappointments and other changes in staff status; (b) granting of clinical privileges; (c) disciplinary actions; (d) all matters relating to professional competency; and (e) such specific matters as may be required by applicable federal and state law.

Section 8.2 Medical Staff Evaluation. The medical staff shall conduct an on-going review and evaluation of the quality of professional care rendered at UMC and shall report such activities and their results to the Governing Board.

CONFLICTS OF INTEREST

Section 9.1 Conflicts of Interest. The Ordinance sets forth the following provisions governing conflicts of interest: Board members shall comply with the rules applicable to Public Officers under the Nevada Ethics in Government Law (Chapter 281A of the Nevada Revised Statutes) and Clark County Ethics Resolutions, as they may be amended from time to time. Board members shall not have any financial conflicts which would require disclosure or abstention under the Nevada Ethics in Government Law. This prohibition extends to members of the Board member's household and to relatives of the Board member within the third degree of consanguinity or affinity. Upon such a conflict arising after the appointment of a member, the conflicted Board member shall notify the Secretary of the Governing Board and the Clerk of the Board of Hospital Trustees. If the conflicted member is unable or unwilling to resolve the conflict within thirty (30) days of such notice, a vacancy shall be deemed to exist upon the thirtieth day following notice.

POLICIES AND PROCEDURES

Section 10.1 Policies and Procedures. Agreed upon policies and procedures may be contained in a companion document entitled, "UMC Governing Board Policies and Procedures," upon adoption by the Governing Board.

AMENDMENTS

Section 11.1 Amendments. These Bylaws may be amended by a majority vote of the entire Governing Board at a meeting of which prior notice of the meeting and the proposed action shall have been given.

Bylaws of the UMC Governing Board APPROVED and ADOPTED this ____ day of _____, 202~~5~~⁴.

UMC GOVERNING BOARD:

By: John F. O'Reilly, Chair

ATTEST:

Stephanie Ceccarelli, Board Secretary

BYLAWS OF
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (UMC)
GOVERNING BOARD

July 30, 2014
Revised October 28, 2020
Revised: July 27, 2022
Revised: January 31, 2024
Revised: _____

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PREAMBLE

WHEREAS, Nevada Revised Statutes Section 450.175(1) grants the governing body of a county hospital organized under the laws of Chapter 450 the authority to appoint a board which shall exercise powers and duties delegated by the board of hospital trustees;

WHEREAS, the Clark County Board of Commissioners, acting in its capacity as the University Medical Center of Southern Nevada (“UMC”) Board of Hospital Trustees (the “Board of Hospital Trustees”), enacted Clark County Ordinance created, as most recently amended by Ordinance No. 5242 (the “Ordinance”);

WHEREAS, the Ordinance established the UMC Governing Board (the “Governing Board”) and charged it with the responsibility of maintaining UMC as a county hospital organized under Chapter 450 of the Nevada Revised Statutes and operated with the goal of maintaining the highest quality patient care for the residents of and visitors to Clark County; and

WHEREAS, the Ordinance provides that the members of the Governing Board (“Board members”) shall adopt bylaws under which the Governing Board shall operate;

NOW, THEREFORE, the members of the Governing Board hereby approve and adopt these Bylaws.

MISSION

The Ordinance provides that UMC’s primary mission and purpose is to serve as a public, safety-net hospital. The Governing Board, along with the Board of Hospital Trustees, will seek to fulfill this mission in its oversight and governance of UMC.

GOVERNING BOARD

Section 3.1 General Powers. The Governing Board, to the extent authorized and allowed by the Board of Hospital Trustees, shall provide oversight, policy development and strategic direction of UMC in a manner consistent with federal and state laws, the Ordinance, these Bylaws, and the Policies and Procedures adopted by the Governing Board from time to time.

Section 3.2 Number of Members. The Governing Board shall consist of no more than nine (9) nor fewer than five (5) voting members, to be appointed by the Board of Hospital Trustees as set forth in Section 3.3 and 3.5 of this Article.

Section 3.3 Selection of Initial Board Members. The Ordinance provides for the selection of initial Board members as follows. The members of the initial Governing Board shall be selected by majority vote of the Board of Hospital Trustees at a duly noticed public meeting of

the Board of Hospital Trustees. Candidates for membership on the initial Governing Board shall be submitted to the Board of Hospital Trustees by the County Manager and UMC CEO, upon the advice of a nominating committee consisting of residents of Clark County, as a slate of no less than five (5) candidates nor more than nine (9) candidates and must be approved as a slate. Members of the initial Governing Board shall serve staggered terms, chosen by lot. One third of the Board members chosen shall serve an initial term of three years, one third of the Board members chosen shall serve an initial term of two years, and the balance of the Board members chosen shall serve an initial term of one year.

Section 3.4 Term. Except as provided in Section 3.3 with respect to members of initial Governing Board, each Board member shall serve a term of three (3) years and until his or her successor is appointed and qualified. Board members shall be eligible to be reappointed as set forth in Section 3.5.

Section 3.5 Vacancies. The Ordinance provides that all vacancies on the Governing Board (whether due to expiration of the term of a Board member, death, resignation, removal or otherwise) shall be filled by a majority vote of the Board of Hospital Trustees at a duly noticed public meeting. When a term has expired or a Board position has otherwise become vacant, a candidate for membership on the Governing Board shall be submitted to the Board of Hospital Trustees by the Governing Board. A pool of qualified candidates will be determined through an application process coordinated through the Board Secretary and conducted in consultation with the Office of General Counsel. The Governing Board shall automatically consider any current Board member eligible for reappointment to the vacant position. If any application from a qualified candidate is received via the application process, a Special Nominating Committee shall be organized. The Special Nominating Committee shall consist of at least three (3) members of the Governing Board, as appointed by the Chair of the Governing Board (or Vice-Chair if the Chair is up for reappointment). No Board member who is being considered to fill a pending or current vacancy may serve on the Special Nominating Committee. The Special Nominating Committee shall review all candidates meeting the qualifications for Governing Board service and recommend at least two (2) candidates to the Governing Board for each vacancy, if available. The Governing Board shall select one (1) candidate per vacant spot from the recommendation of the Special Nominating Committee and submit such recommendation(s) to the Board of Hospital Trustees for approval. If a candidate recommended by the Governing Board is not selected by the Board of Hospital Trustees, the process shall be repeated until a candidate for a vacancy is selected.

Section 3.6 Resignation. Any Board member may resign at any time by giving written notice of resignation, including an effective date therefor, to the Chair of the Board or Secretary. Any such resignation shall take effect at the time specified therein. If no effective date is specified therein, the resignation shall take effect thirty (30) days from the date of receipt of such notification by the Chair of the Board or Secretary.

Section 3.7 Removal. Pursuant to the Ordinance, a Board member serves at the pleasure of the board of hospital trustees and may be removed from his or her position by a majority vote of the Board of Hospital Trustees

Section 3.8 Compensation. Board members may be compensated for their services in an amount not to exceed \$400 per month. Any Board member may waive compensation for his or her service on the Governing Board by notifying the Secretary.

Section 3.9 Powers and Duties of the Governing Board. The Governing Board shall have the following powers and duties, as set forth in the Ordinance:

(a) Oversight of UMC primary mission and purpose of maintaining a public, safety-net hospital.

(b) Adoption of bylaws under which the Governing Board shall operate, including but not limited to the determination of meeting times and frequencies, the appointment of standing committees with oversight of specific governance functions, and the selection of officers of the Governing Board.

(c) Recommendations, by majority vote, of individuals to fill vacancies on the Governing Board and on the number of members of the Governing Board, subject to final approval by the Board of Hospital Trustees.

(d) Development of strategic planning goals and objectives, and adoption of plans to achieve them.

(e) Approval of policies and procedures for the operation of UMC, including policies regarding service utilization patterns, productivity, patient satisfaction and patient complaints and scope of availability of services.

(f) Appointment, compensation, review and discharge of UMC's Chief Executive Officer, which shall be ratified by the board of hospital trustees.

(g) Except as limited by Paragraph (k) below, approval of expenditures, contracts and resolutions for the acquisition of goods and services necessary for the operation of UMC and fulfillment of its mission, in conformance with statutory requirements applicable to local governmental purchasing and contracts. Such approval and contractual obligations may not exceed encumbrances, in money and resources, of more than \$5,000,000.00 per fiscal year per contract. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for immediate dismissal. When services are contracted through the utilization of any Purchasing Group (as such term is defined pursuant to NRS Chapter 450, et seq.) reasonable efforts shall be made to utilize vendors licensed in Clark County, Nevada, or vendors employing residents of Clark County, Nevada.

(h) Delegation to the Chief Executive Officer of powers and duties, including, to the extent the Governing Board deems advisable, a limited power to enter into contracts and agreements on behalf of UMC, and the negotiation of collective bargaining agreements with recognized employee groups. In no way may the Governing Board delegate to the CEO powers or duties which have not been delegated to it or which exceed state law limitations on delegation of authority. Delegation to the CEO under this provision in no way relieves the Governing Board in its duty of financial oversight of the operation of UMC.

(i) Oversight of physician recruitment and credentialing, including the appointment, re-appointment, or removal of medical staff membership and clinical privileges, which includes the appellate review of actions of the Medical Executive Committee which may be challenged by an applicant or credentialed physician.

(j) Promulgation of rules, regulations and standards governing appointment of physicians and interns to the staff for approval by the Board of Hospital Trustees.

(k) Approval of contracts with individual physicians or private medical associations for the provision of certain medical services as may be required by UMC. Such contracts shall not exceed ten years in length. Such contracts may be renewed at a duly noticed meeting of the Governing Board. Such contracts may not exceed the annual encumbrances set forth in the Ordinance and must comply with all budgeting requirements of the Local Government Budget and Finance Act of the Nevada Revised Statutes. Contracts and encumbrances may not be separated or partitioned to avoid the limits placed on this delegation. Any attempt to do so shall be considered a violation of the Clark County Code and grounds for dismissal.

(l) Approval of personnel policies and procedures for employees of UMC, approval of collective bargaining agreements with recognized employee groups, and approval of compensation packages for non-union eligible and management employees. Such approvals must fall within approved budgets. Approval of collective bargaining agreements shall be ratified by the Board of Hospital Trustees.

(m) Approval of settlements and agreements to resolve employment-related litigation and pre-litigation demands not to exceed \$50,000.00 per applicant or employee, and not to exceed \$200,000.00 per incident or allegation of related incidents, and approval to resolve non-employment related litigation and pre-litigation demands not to exceed \$25,000.00 per incident or allegation of related incidents.

(n) Approval of settlement or resolution of billing disputes or overpayments involving patients, third-party payers or governmental agencies.

(o) Acceptance of gifts and bequests to UMC, except where such gifts or bequests involve or include real property or improvements to real property or contain conditions on the bequest or gift which are beyond the delegated authority of the Governing Board.

(p) Financial oversight and recommendation of UMC operating and capital budgets for submission to the Board of Hospital Trustees for approval, pursuant to Section 4 of the Ordinance.

(q) Oversight of quality improvement, performance and measurements.

(r) Risk identification and compliance oversight to ensure that UMC maintains compliance with all federal, state and local laws and regulations, as well as all requirements of accrediting bodies.

(s) Oversight of patient admission policies and policies that support patient care.

(t) Oversight of medical education, training programs, community health education and research activities.

(u) Review and approval of bylaws, rules and regulations of the medical staff of UMC, subject to final approval by the Board of Hospital Trustees.

(v) Oversight of the development of patient charges, subject to final approval by the Board of Hospital Trustees.

(w) Responsibility for coordinating education of the Governing Board members.

(x) Responsibility for the Governing Board's effective, efficient performance and participation in a formal evaluation and self-assessment process.

(y) Consultation and engagement with the community and UMC stakeholders.

(z) Responsibility for ensuring that all operations of UMC, especially contractual and personnel matters, are conducted free from any political interference in accordance with applicable law.

(aa) Responsibility for oversight of a marketing plan for UMC and implementation of new healthcare laws, including the Affordable Care Act.

(bb) Development of recommendations for alternative public or private financing to assist UMC.

(cc) Any other duty or power which is both lawful and necessary to the full discharge of the powers and jurisdiction conferred on the Governing Board.

Section 3.10 Powers and Duties Retained by the Board of Hospital Trustees. The Board of Hospital Trustees retains the following powers and duties with respect to the operation of UMC, as set forth in the Ordinance:

(a) Approval of the mission and purpose of UMC and any major changes thereto.

(b) Appointments to the Governing Board in accordance with Section 2 of the Ordinance.

(c) Final approval of rules, regulations, and standards governing appointments of physicians and medical interns to the staff of UMC.

(d) Review of the annual tentative budget and final approval of the annual final budget, to be filed with the Board of County Commissioners, as required of all local governmental agencies by Chapter 354 of the Nevada Revised Statutes.

(e) The lease, purchase, or construction of buildings utilized for UMC, and approval of agreements related to acquisition, disposal, or mortgage of real property or pledge of personal property owned by the County of Clark and dedicated to the use of UMC.

- (f) The exercise of the power of eminent domain related to the operation of UMC.
- (g) Final approval of patient charges as required by law.
- (h) The issuance of bonds or securities related to Clark County debt for the operation of UMC or its facilities.
- (i) Approval of the institution and prosecution of litigation on behalf of UMC, its officers, and employees, and selection of legal representatives as provided by law, except as otherwise delegated by ordinance or resolution, and provided that specialty counsel for legal services not readily available in Clark County, Nevada, may be retained in accordance with the delegation(s) of authority which may exist with respect to professional services.
- (j) Approval of memberships in Purchasing Groups for the purpose of purchasing in accordance with Chapter 450 of the Nevada Revised Statutes..
- (k) Recognition of employee groups under Nevada Revised Statutes Chapter 288.
- (l) Adoption of bylaws, rules and regulations governing the Board of Hospital Trustees.
- (m) Adoption of procedural requirements pertaining to the Board of Hospital Trustees meetings, hospital visits and reports.
- (n) Approval of expenditures, contracts and resolutions for the acquisition of goods and services in amounts exceeding the fiscal year thresholds that would otherwise permit approval by the Governing Board pursuant to Section Two of the Ordinance.
- (o) Amendment or revision of any power or duty delegated to the Governing Board.
- (p) Any duty or power which is required by Nevada law to be performed by the Board of Hospital Trustees.

MEETINGS

Section 4.1 Regular Meetings. The Governing Board shall conduct regular, noticed meetings to be held on a monthly or near-monthly basis with a minimum of ten (10) such meetings per year. The first regular meeting of the calendar year shall be the Annual Meeting.

Section 4.2 Special Meetings. Special meetings of the Governing Board shall be held whenever called by the Chair of the Board or by four (4) Board members. Any and all business may be transacted at a special meeting which may be transacted at a regular meeting of the Governing Board.

Section 4.3 Time and Place of Meetings. The Governing Board may hold its meetings at such time or times and such place or places within Clark County, Nevada as the Governing Board may, from time to time, determine.

Section 4.4 Notice of Meetings. Except in an emergency, written notice of all meetings must be given at least three (3) working days before the meeting. The content and manner of notice shall comply with the Nevada Open Meeting Law.

Section 4.5 Quorum and Manner of Acting. A majority of the whole number of Board members shall be present at any meeting of the Governing Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those Board members present at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Governing Board, except as otherwise expressly required by these Bylaws. In the absence of a quorum for any such meeting, a majority of the Board members present thereat may adjourn such meeting, from time to time, until a quorum shall be present.

Section 4.6 Remote Communication. Members of the Governing Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Section 4.7 Voting by Proxy. Voting by proxy shall not be permitted.

Section 4.8 Organization. At each meeting of the Governing Board, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Board; (b) the Vice-Chair of the Board; (c) any Board member chosen by a majority of the Board members present thereat. The Secretary or, in his or her absence, any person whom the Chair of the Board shall appoint shall act as Secretary of such meeting and shall keep the minutes thereof.

Section 4.9 Minutes of Meetings. The Governing Board shall keep written minutes of meetings in accordance with the Nevada Open Meeting Law. Minutes of meetings shall be complete, shall reflect deliberations of Board members as well as action taken. All supporting materials submitted for the information of the Governing Board shall, to the extent required by law, be included with the permanent minute record so as to constitute a permanent record of all proceedings.

Section 4.10 Open Meeting Law. Meetings of the Governing Board shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

OFFICERS OF THE GOVERNING BOARD

Section 5.1 Officers. Board Officers shall include a Chair of the Board and Vice-Chair of the Board and such other officers as the Governing Board may authorize, and shall be elected by the Board members at the Annual Meeting or as otherwise required. Board Officers shall serve for terms of two years and until their respective successors are elected and have qualified. Board

Officers may succeed themselves and may at any time be removed by a majority vote of the Governing Board with or without cause.

Section 5.2 Chair of the Board. The Chair of the Board shall preside over Governing Board meetings, see that orders and resolutions of the Governing Board are carried into effect, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Governing Board or prescribed by these Bylaws. The Chair of the Board shall have the power to act on emergency matters as defined by Nevada law when a quorum of the Governing Board cannot be gathered in sufficient time or as otherwise reasonably required, subject to ratification by the Governing Board at its next regular meeting.

Section 5.3 Vice-Chair of the Board. The Vice-Chair of the Board shall, if present and if the Chair of the Board shall be absent or shall be unable to act, preside at all meetings of the Governing Board. The Vice-Chair of the Board shall perform such other duties as from time to time may be assigned by the Governing Board and otherwise assume the duties of the Chair of the Board under these Bylaws, including but not limited to the duties specified in Section 5.2 of this Article, when the Chair of the Board so delegates or confirms that he or she is otherwise unavailable to take action.

Section 5.4 Non-Voting Ex Officio Members. The Chief Executive Officer and Chief of Staff shall serve as non-voting ex officio members of the Governing Board. Additionally, the Chairman of the Governing Board may appoint other ex officio non-voting members as may be identified by the various Chairs of the Governing Board Standing Committees or as otherwise determined to be reasonably helpful to properly exercise the duties of the Governing Board.

ADMINISTRATION

Section 6.1 Staffing. UMC shall provide staff to the Governing Board for purposes of secretarial, research and other needs.

Section 6.2 Appointment of Administrative Officers.

Secretary of the Governing Board. A Secretary of the Governing Board shall be appointed by the CEO, subject to approval of the Governing Board, with such duties as shall be provided in these Bylaws and otherwise determined by the Chair of the Board in coordination with the CEO. The Secretary of the Governing Board shall provide or cause to be provided all secretarial assistance to the Governing Board and its committees; assist the Chair of the Board in developing an agenda for each meeting; keep records of the minutes of the meetings of the Governing Board; and furnish copies of such minutes to each Board member, to the CEO, and to others, in accordance with these Bylaws. The CEO shall be custodian of and shall faithfully keep, or cause to be kept, all records, books, documents and other valuable papers relating to the Governing Board. The Secretary shall be responsible for arranging all meeting notices and for attending to all correspondence that may be ordered by the Governing Board.

COMMITTEES

Section 7.1 Committees. Committees of the Governing Board shall be Standing Committees or Special Committees (each a “Committee” and collectively, “Committees”).

Standing Committees. Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Special Committees. Special Committees may be appointed by the Governing Board. The function and duration of a Special Committee shall be determined by its specific assignment, as stated in a resolution of the Governing Board creating it. Appointments to Special Committees need not be Board members, provided that a member of the Governing Board shall chair any such Special Committee. Public members shall be advisory to the Special Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Section 7.2 General Provisions.

Appointment. Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

Authority. Unless specifically delegated and except as otherwise provided herein, authority to act on all matters is reserved to the Governing Board, and the duty of each Committee shall be only to consider and make recommendations to the Governing Board upon matters referred to it.

Quorum. A majority of the voting members of the Committee shall constitute a quorum.

Remote Communication. Members of a Committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

Organization. At each Committee meeting, one of the following shall act as Chair of the meeting and preside thereat, in the following order of precedence: (a) the Chair of the Committee; or (b) any Committee member chosen by a majority of the Committee members present thereat.

- Voting. All actions of a Committee shall be taken by a majority vote of the voting members in attendance at a Committee meeting.

- Minutes of Meetings. Minutes of Committee meetings shall be in form of reports to the Governing Board and shall be submitted to the next subsequent regular meeting of the Governing Board for consideration and action.

- Open Meeting Law. Committee meetings shall be conducted in compliance with the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241).

MEDICAL STAFF

Section 8.1 Medical Staff Bylaws. The responsibility for oversight and approval of bylaws of the medical staff of UMC has been delegated to the Governing Board, subject to final approval by the Board of Hospital Trustees. Such bylaws shall be concerned with, but not limited to, the following areas: (a) appointments, reappointments and other changes in staff status; (b) granting of clinical privileges; (c) disciplinary actions; (d) all matters relating to professional competency; and (e) such specific matters as may be required by applicable federal and state law.

Section 8.2 Medical Staff Evaluation. The medical staff shall conduct an on-going review and evaluation of the quality of professional care rendered at UMC and shall report such activities and their results to the Governing Board.

CONFLICTS OF INTEREST

Section 9.1 Conflicts of Interest. The Ordinance sets forth the following provisions governing conflicts of interest: Board members shall comply with the rules applicable to Public Officers under the Nevada Ethics in Government Law (Chapter 281A of the Nevada Revised Statutes) and Clark County Ethics Resolutions, as they may be amended from time to time. Board members shall not have any financial conflicts which would require disclosure or abstention under the Nevada Ethics in Government Law. This prohibition extends to members of the Board member's household and to relatives of the Board member within the third degree of consanguinity or affinity. Upon such a conflict arising after the appointment of a member, the conflicted Board member shall notify the Secretary of the Governing Board and the Clerk of the Board of Hospital Trustees. If the conflicted member is unable or unwilling to resolve the conflict within thirty (30) days of such notice, a vacancy shall be deemed to exist upon the thirtieth day following notice.

POLICIES AND PROCEDURES

Section 10.1 Policies and Procedures. Agreed upon policies and procedures may be contained in a companion document entitled, "UMC Governing Board Policies and Procedures," upon adoption by the Governing Board.

AMENDMENTS

Section 11.1 Amendments. These Bylaws may be amended by a majority vote of the entire Governing Board at a meeting of which prior notice of the meeting and the proposed action shall have been given.

Bylaws of the UMC Governing Board APPROVED and ADOPTED this ____ day of _____, 2025.

UMC GOVERNING BOARD:

By: John F. O'Reilly, Chair

ATTEST:

Stephanie Ceccarelli, Board Secretary

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
May 28, 2025

Agenda Item #

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 28, 2025

Agenda Item #

19

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 28, 2025

Agenda Item #

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