



# UMC Governing Board

Wednesday, March 26, 2025 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

## **AGENDA**

### **University Medical Center of Southern Nevada Meeting of the GOVERNING BOARD**

March 26, 2025, 2:00 p.m.  
901 Rancho Lane, Las Vegas, Nevada  
Delta Point Building, Emerald Conference Room (1<sup>st</sup> Floor)

Notice is hereby given that a Meeting of the UMC Governing Board has been called and will be held on Wednesday, March 26, 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 meeting of the UMC Governing Board held on February 26, 2025 and the special meeting held on March 14, 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 March 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 25, 2025; and take action as deemed appropriate. *(For possible action)*
5. Approve the revisions of the Physician & Non-Physician Provider Traditional Productivity Compensation and Benefits Plan; and take action as deemed appropriate. *(For possible action)*
6. Ratify the Second Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Amendment to the Institution Agreement with TriWest Healthcare Alliance Corporation for managed care services; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Amendment One to the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility for the purchase of 503B compounded pharmaceutical products; execute future amendments within the not-to-exceed total amount of the Agreement; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Letter of Agreement with NaphCare Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Amendment 1 to Vendor Services Agreement with META Dynamic, Inc. for the purchase of a Navigation System and Clinical Specialist to support the system; execute future amendments within the not-to-exceed total amount of the Agreement; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the Hemo-Force Pump Lease Program Agreement with Medline Industries, LP for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Interlocal Agreement with Clark County for UMC to receive a cost reimbursement for the construction of the Crisis Stabilization Center; or take action as deemed appropriate. *(For possible action)*

## **SECTION 3: BUSINESS ITEMS**

14. Receive a presentation of the Cashman Award; and direct staff accordingly. *(For possible action)*

15. Receive an update from Shana Tello, UMC Academic and External Affairs Administrator, regarding the 2025 Legislative Session; and direct staff accordingly. *(For possible action)*
16. Review and discuss the Governing Board 2025 Action Plan, to include an update from Dr. Shadaba Asad, Medical Director of Infectious Disease, regarding Infectious Diseases in Southern Nevada; and take any action deemed appropriate. *(For possible action)*
17. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
18. Receive the monthly financial report from the Chief Financial Officer for February and year-to-date FY25; and take any action deemed appropriate. *(For possible action)*
19. Receive an update from UMC's Chief of Staff, Meena Vohra, MD; and take any action deemed appropriate. *(For possible action)*
20. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
21. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

#### **SECTION 4: EMERGING ISSUES**

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

#### **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 Meeting  
February 26, 2025**

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Emerald Conference Room (1<sup>st</sup> Floor)  
Delta Point Building  
901 Rancho Lane  
Las Vegas, Clark County, Nevada  
Wednesday, February 26, 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  
Donald Mackay, M.D., Vice-Chair  
Laura Lopez-Hobbs  
Mary Lynn Palenik  
Robyn Caspersen  
Harry Hagerty  
Renee Franklin  
Chris Haase  
Bill Noonan

**Ex-Officio Members:**

**Present:**

Steve Weitman, Ex-Officio (WebEx)  
John Fildes, MD, Ex-Officio  
Dr. Meena Vohra, Chief of Staff  
Dr. Marc Kahn, 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  
Debra Fox, Chief Nursing Officer  
Tony Sanchez, NV Energy Executive Vice President of Business Development and External Relations  
Marsha Al-Sayegh, Employee Experience Program Manager  
James Conway, Assistant General Counsel  
Stephanie Ceccarelli, Governing Board Secretary

## **SECTION 1. OPENING CEREMONIES**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

#### **ITEM NO. 1 PUBLIC COMMENT**

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

Speakers: None

#### **ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on January 29, 2025. (Available at University Medical Center, Administrative Office) (For possible action)**

##### **FINAL ACTION:**

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

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

##### **FINAL ACTION:**

Member Hagerty informed the Board that he would abstain as to the vote on Item 9 on the Consent Agenda.

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

## **SECTION 2: CONSENT ITEMS**

#### **ITEM NO. 4 Approve the February 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 25, 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 December 4, 2024 and January 2, 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:

- December 2024 and January 2025 Policies and Procedures

**ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Master Agreement and Product Schedule with Optum360, LLC for the Optum Enterprise Computer-Assisted Coding Platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Master Service Agreement
- Product Schedule
- Disclosure of Ownership

**ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Deferred Equipment Agreement
- Sourcing Letter
- Disclosure of Ownership

**ITEM NO. 8 Approve and authorize the increase of funding for the Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Contingent Placement Agreement – Amendment 2
- Disclosure of Ownership

**ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Da Vinci Xi 4 Service Agreement with Intuitive Surgical, Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- DaVinci Xi 4 Service Agreement
- Disclosure of Ownership

**ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada for managed care services; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Provider Service Agreement
- Disclosure of Ownership

- ITEM NO. 11 Award the RFP No. 2024-15 for Bad Debt Collections to Aargon Agency, Inc.; authorize the Chief Executive Officer to sign the Service Agreement and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

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

- ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Agreement with Abbott Laboratories Inc. for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 13 Award the RFP No. 2024-11 for Managed Print Services to Advanced Imaging Services; authorize the Chief Executive Officer to sign the Agreement and execute any extension options/amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Contract
- Disclosure of Ownership

- ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Sexual Assault Nurse Examiner Agreement with Rose Heart, Inc.; authorize the Chief Executive Officer to execute amendments or renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- SANE Agreement
- Disclosure of Ownership

- ITEM NO. 15 Approve and authorize the Chief Executive Officer to Sign the Amendment (2) two to the Agreement for Landscaping Services with Brightview Landscape Services Inc. and exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Brightview Landscaping Service – Amendment 2
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Hobbs that Consent Items 4-15 be approved as presented. Motion carried by unanimous vote. Member Hagerty abstained as to the vote on Item 9.

**SECTION 3: BUSINESS ITEMS**

**ITEM NO. 16 Accept the appointment of Dr. John Fildes to serve on the Governing Board as an Ex-Officio member; and take action as deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

- CV for John Fildes, MD

**DISCUSSION:**

Pursuant to the bylaws of the Governing Board, the Governing Board Chair has the authority to appoint member to the Governing Board as Ex-Officio members.

Chairman O'Reilly welcomed Dr. John Fildes as the new Ex-Officio member to serve on the Governing Board.

**FINAL ACTION:**

None

**ITEM NO. 17 Receive recognition from Tony Sanchez, Executive Vice President of Business Development and External Relations at NV Energy, recognizing UMC for its participation in two energy efficiency projects in 2024; and direct staff accordingly. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

- Video Presentation

**DISCUSSION:**

Tony Marinello introduced Tony Sanchez, Executive Vice President, Business Development and External Relations at NV Energy. Mr. Sanchez recognized the partnership with UMC and efforts implemented to create energy-efficient opportunities in the community.

Tony Sanchez, commented on the partnership UMC has with NV Energy. And the cost-effective measures that were put in place to save energy and improve efficiencies in energy consumption. Mr. Sanchez presented a plaque and a check in the amount of \$182,000, representing the saving outcomes, recognizing UMC for the completion of two large-scale capital improvement projects that provide significant energy savings. A video presentation was shown.

Thank you to the UMC Plant Operations team and the NV Energy Shift team for your dedication and support. Congratulations!

FINAL ACTION:

None

- ITEM NO. 18 Receive an educational presentation from Marsha Al-Sayegh, Employee Experience Program Manager, regarding Wellhub at UMC; and direct staff accordingly. (For possible action)**

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Marsha Al-Sayegh, UMC Employee Experience Program Manager, presented the Wellhub benefit program to the Board.

Wellhub is a new era of Employee wellness that emphasizes everyday well-being for every employee. A brief video introduction was shown. This benefit focuses on holistic well-being and connects employees to the best options for fitness, mindfulness, nutrition, and sleep, so they can continue to provide the best care to patients.

The Wellhub was launched on January 17<sup>th</sup>, and over 900 employees have accessed the app to date. The application is available to use nationally. Ms. Al-Sayegh described the app's versatility and the cost savings that are available to employees. There is something in the app for everyone. She next provided a review of the local facilities and online options that employees can take advantage of.

Staff was encouraged to review the benefits and participate in challenges that improve healthy living.

The goal is to have 30% or more employees participate in the program and receive the benefits.

FINAL ACTION:

None

- ITEM NO. 19 Review and discuss the Governing Board 2025 Action Plan, to include an informational presentation from Deb Fox, Chief Nursing Officer, regarding the S.A.N.E. services at UMC; and direct staff accordingly. (For possible action)**

DOCUMENT(S) SUBMITTED:

- PowerPoint

DISCUSSION:

Deb Fox, Chief Nursing Officer, provided an update on the status of SANE forensic nursing services provided at UMC.



Forensic Nurses provide specialized care for both adult and pediatric victims of violence, abuse, or trauma. These nurses partner with criminal justice entities to provide care and legal follow-up for victims of violence.

Sexual Assault Nurse Examiners (SANE) nurses are registered nurses who specialize in sexual assault care. As they work in partnership with the Sexual Assault Response Team (SART), they provide valuable support, clinical care and healing to survivors, conduct medical examinations, collect evidence, play a critical role in the trial process, etc.

Requirements for this specialized service include experience as an emergency nurse, completion of a sanctioned education and training program, preceptor and contact hours, and national certification. To recertify, these nurses must have a minimum of 300 clinical hours every three years. Statistical data on the cases in Las Vegas was provided. It was noted that two out of three assault cases go unreported.

At this time, UMC is the only hospital in Las Vegas providing dedicated SANE service coverage to assist victims. UMC is working with political leaders, other entities, and community partners to develop an aligned SANE strategy to benefit the community and assist individuals needing assistance.

There was continued discussion regarding the unification of stakeholders to provide education, community strategies, and improved support to the community.

A lengthy discussion ensued regarding some of the specialized training and skills required by these nurses and the need for a leadership summit that may address this and other community needs.

Chairman O'Reilly would like a status report on this topic at the next board meeting.

Member Caspersen thanked Ms. Fox for the report, which was an emerging issue suggested by the Audit and Finance Committee. The board would like to of other community issues should be highlighted and discussed.

FINAL ACTION:

None

**ITEM NO. 20 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Mackay provided a report on the meeting, which was held on Monday, February 3, 2025, at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and the amended agenda were both approved unanimously.

Dave Bustos and Patty Scott updated the committee on the workplace violence prevention program. Policies and procedures are in place, including reporting, follow-up, and risk mitigation procedures. All incidents are investigated. Staff reviewed the increase in incidents and procedures and initiatives in place to identify and monitor incidents at the hospital and ambulatory locations.

Next, an update was received on the quality, safety, and regulatory programs. All safety events were reported within the required state timeframes, and corrective actions were taken in all cases. Grievances by location were reviewed. All contract evaluations were reviewed and met reporting standards.

The Comprehensive Stroke Certification survey is scheduled for May 20-21, 2025.

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 22, 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. 21 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, February 6, 2025, at 9:00 a.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously.

The Committee first received an update on service line performance improvement, including general surgery, orthopedics, cardiac services, women's and children's services, and ambulatory. Although there have been positive trends, opportunities for improvement were also discussed. Increases in robotic surgeries were noted. Advertising campaigns were presented to the Committee for the various service lines.

Next, the Committee reviewed market share data. UMC remains in 4<sup>th</sup> place behind Sunrise, Mountain View and Summerlin and maintains 8.6% of the market share.

Lastly, the Committee reviewed a presentation on the proposed performance initiatives for FY26.

There was one emerging issues and there was no public comment. The committee went into closed session and adjourned at 11:45 a.m.

FINAL ACTION:

None

**ITEM NO. 22 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, February 19, 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.

Next, the CFO provided a report on the monthly financial results and fiscal year-end financials for January 2025. The discussion included successes and challenges in operational improvements and initiatives to improve results. Status of federal supplemental payments was provided. An update on the status of the organizational performance goals was also provided within the report.

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 regarding the SANE program, no public comment, and the meeting adjourned.

FINAL ACTION:

None

**ITEM NO. 23 Receive the monthly financial report for January FY25; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- November and December FY25 Financial Reports

DISCUSSION:

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

The key indicators for February showed admission 13% above budget. AADC was 610 and the average length of stay was 5.87. days. Overall acuity was 1.82 and Medicare CMI was up 8%. Inpatient surgeries were on budget and outpatient surgeries were 6.2% above budget. There were 13 transplant cases.

ER visits were above budget 3.78%. The conversion rate showed improvement. Quick care volumes were on budget and primary care volumes were above budget 1%. Telehealth visits were 15% below budget. The Orthopedic Clinic had 2,522 visits for the month, which was a record high. There were 137 deliveries, 12% above budget. She also reported that 90% of deliveries at UMC come from UNLV.

The income statement for January showed operating revenue above budget \$3 million in operating revenue. The net to gross was 18.5%. Operating expenses were above budget \$950k. EBITDA was \$5.2 million on a budget of \$2.8 million, \$2.4 million above budget. January year to date EBIDTA was \$17 million on a budget of \$21.2 million, leaving us \$4.2 million below budget.

Salaries, wages, and benefits were in the green overall. Staff has been doing a good job monitoring overtime and contract labor. Overtime was 49% below budget, and contract labor was above budget, primarily due to radiology. All other expenses were above budget \$1.9 million.

FINAL ACTION:

None

**ITEM NO. 24 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

The Dean began the discussion by inviting the Board to Match Day on Friday, March 21st, at the medical education building. The celebration commences at 8 a.m. and announcements begin at 9 a.m. Next, Dean Kahn introduced Dr. David Jackson, Chair of OBGYN, to provide a report on the status of deliveries at UNLV.

Dr. Jackson briefly shared his background at UMC and then reviewed the historical and present status of hospital deliveries from 2000 to the present. Between 2000 and 2023, data shows a general decrease of approximately 6.6% in maternal annual births in Clark County. Nationwide, there has been a 6-7% decrease in deliveries. The attrition of private practitioners is the primary driver of decreased volumes. Data comparisons between UMC and other area hospitals were reviewed, as well as the decline in the trend line over a five-year period.

Multiple graphs were reviewed comparing trends between UMC, UNLV, and private physicians.

The Board inquired why the decline was significantly higher at UMC than at other area hospitals. Dr. Jackson noted a similar decline overall in private deliveries and mentioned that more private physicians delivered at UMC in prior years than we have currently. UNLV deliveries have declined approximately 11% over the past five years.

In 2024, there were more deliveries at UMC than at Sunrise Hospital.

Initiatives to increase deliveries include providing maternal transport services and MFM recruitment for UMC delivery, increase Nellis relationships for delivery, reestablishing resident continuity and high-risk clinics at 1707 W Charleston, increased generalist clinics for KKSOM at UNLV, marketing and collaborative relationship building with our department and Private MD. and market residents as added value to private practices. He noted resolving traffic, construction and parking issues will also improve patient access.

Lastly, he provided annual data of deliveries by month between 2020 and 2024 between UMC and Sunrise Hospital. A lengthy discussion continued regarding opportunities and initiatives to improve the volumes from private physicians and strengthen the partnership between UMC and UNLV OBGYN.

Dean Kahn highlighted the commitment between UMC and UNLV.

FINAL ACTION:

None

**ITEM NO. 25 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:

- DNV survey update – UMC is in the window through March.
- Crisis Stabilization update – the facility is due to open in July.
- 6-North dedicated unit – will be ready in approximately 6 months
- Online Care transition from Amwell to Epic – March 3<sup>rd</sup>
- GME Radiology – the program has been approved and begins July 2026
- Dental Anesthesia Residency – begins July 1<sup>st</sup>.
- Legislative Update – this is week 3 of the session, and there have been 60 Bills introduced to date.
- UMC recognized by Becker's as the 46<sup>th</sup> busiest ED in the nation

- Cashman Good Government Recognition – UMC is the only facility that has received this honor twice. Congratulations!
- UMC was awarded a new hospitalist contract beginning March 17<sup>th</sup>.

FINAL ACTION:

None

**ITEM NO. 26 Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada, an amendment to the Bylaws of University Medical Center of Southern Nevada; and direct staff accordingly. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Committee Assignments

DISCUSSION:

James Conway, Assistant General Counsel, informed the Board that the Bylaws were amended to address the new CMS accreditation surveyor for the hospital and address relevant revisions to the Clark County Code.

FINAL ACTION:

A motion was made by Member Franklin that Bylaws be approved and recommend to the UMC Board of Hospital Trustees for approval. Motion carried by unanimous vote.

**SECTION 4: EMERGING ISSUES**

**ITEM NO. 27 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)**

DISCUSSION:

Education regarding patient services primarily provided at UMC  
Share an update on UMC accomplishments  
Ribbon cutting celebration for the Façade Project and completion of road improvements on Charleston Blvd.

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 4:28 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 Special Meeting  
March 14, 2025**

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Providence Suite (5thFloor)  
UMC Trauma Building  
800 Hope Place  
Las Vegas, Clark County, Nevada  
Wednesday, March 14, 2025  
2:00 PM

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

**CALL TO ORDER**

**Board Members:**

**Present:**

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

**Ex-Officio Members:**

**Present:**

Steve Weitman, Ex-Officio (WebEx)  
Dr. Meena Vohra, Chief of Staff  
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

**Absent:**

John Fildes, MD, Ex-Officio

**Others Present:**

Mason Van Houweling, Chief Executive Officer (via WebEx)  
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**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

#### **ITEM NO. 1 PUBLIC COMMENT**

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

Speakers: None

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

##### **FINAL ACTION:**

A motion was made by Member Hagerty 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 Human Resources and Executive Compensation Committee; and take action as deemed appropriate. (*For possible action*)**

##### **DOCUMENT(S) SUBMITTED:**

- None

##### **DISCUSSION:**

Member Hobbs provided a report on the meeting held on Monday, March 10, 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 Committee received a high-level educational overview from James Mumford, HR Labor and Employee Leave Coordinator, on the Nevada PERS Program and how the benefit plan works for employees.

Next, a report was received on turnover and hire activity at UMC through January 2025. Turnover for full-time and voluntary employees continues to be below national benchmarks for healthcare, and hires have decreased.

Next, the CHRO report highlighted the status of the organizational goals to date. The staff is optimistic that all goals will be met. A new cornerstone management system is estimated to go live in May, and the new UKG scheduling system will go live in August.

The Committee next reviewed and discussed amendments to the physician compensation plan.

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

FINAL ACTION:

None

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 4 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.

Motions were made by Member Hagerty that the Board go into closed session.

FINAL ACTION TAKEN:

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.

A motion was also made Member Hagerty to go into closed session pursuant to NRS 450.140(3). Motion carried by unanimous vote.

There being no further business to come before the Board at this time, at the hour of 2:12 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

**SECTION 4: CLOSED SESSION**

**ITEM NO. 5 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 has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.**

The meeting was reconvened in closed session at 2:16 PM.

FINAL ACTION TAKEN:

None

**ITEM NO. 6 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.**

FINAL ACTION TAKEN:

None

At the hour of 3:20 PM, the closed session on the above topics ended.

There being no further business to come before the Board at this time, at the hour of 3:20 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

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

**Petitioner:** Mason Van Houweling

**Recommendation:**

**That the Governing Board approve the March 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 25, 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 March 20, 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 March 25, 2025 meetings.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**4**

Date: March 26, 2025  
To: Governing Board  
From: Credentials Committee  
Subject: March 20, 2025 Credentialing Activities

**I. NEW BUSINESS - Medicine/Gastroenterology DOP – pg. 13-14**

**II. CREDENTIALS**

**A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES**

1	Bindu	Shantala	M.D.	03/25/2025 – 03/31/2026	Pathology	Associated Pathologist, Chartered	<b>INTERVIEW</b>
2	Crawford	Michelle	APRN	03/25/2025 - 12/31/2026	Obstetrics and Gynecology	High Risk Pregnancy Center	Cat.1
3	Fralish	Matthew	M.D.	03/25/2025 - 03/31/2026	Medicine/Internal	Military Rotator	Cat.1
4	Harris	Megan	PAC	03/25/2025 - 12/31/2026	Medicine / Infectious Disease	Healthnomic Partners	Cat.1
5	Hernandez	Juliana	PAC	03/25/2025 - 07/31/2026	Neurosurgery	The Spine and Brain Institute	Cat.1
6	Ibrahim	Amira	M.D.	03/25/2025 - 10/31/2026	Medicine/Endocrinology	Wound Care Experts	Cat.1
7	Jackson	Dennis	M.D.	03/25/2025 - 10/31/2026	Emergency Medicine	UMC Emergency Medicine	Cat.1
8	Kinsey	Taylor	M.D.	03/25/2025 - 03/31/2026	Orthopaedic Surgery	Military Rotator	Cat.1
9	Loo	Mitchell	D.M.D.	03/25/2025 - 03/31/2026	Oral Maxillofacial	Pacific Dental Services	Cat.1
10	Miller	Matthew	M.D.	03/25/2025 - 06/30/2026	General Surgery	OptumCare Breast Care	Cat.1
11	Ono	Tomoya	PAC	03/25/2025 - 05/31/2026	PAC - Medical	UMC Emergency Medicine	Cat.1
12	Pesantez- Borja	Maria	M.D.	03/25/2025 - 08/31/2026	Medicine/Endocrinology	Wound Care Experts	Cat.1
13	Pulma	Joshua	APRN	03/25/2025 - 04/30/2026	Family Medicine	Platinum Hospitalists, LLP	Cat.1
14	Rodriguez	Juan	APRN	03/25/2025 - 10/31/2026	Medicine/Infectious Disease	Infectious Disease Specialists	Cat.1
15	Shenoy	Kartik	M.D.	03/25/2025 - 03/31/2026	Orthopaedic Surgery	Military Rotator	Cat.1
16	Sina	Maryam	DDS	03/25/2025 - 11/30/2026	Pediatric Dentistry	Dentistry for Children	Cat.1
17	Taku	Atongane	APRN	03/25/2025 - 10/31/2026	Family Medicine	Platinum Hospitalists, LLP	Cat.1

**B. REAPPOINTMENTS TO STAFF**

1	Balajadia	Queennie	APRN	05/01/2025- 04/30/2027	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists
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2	Bledsoe	Bryan	D.O.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/ Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine
3	Blum	Keith	D.O.	05/01/2025-04/30/2027	Neurosurgery/Trauma Neurosurgery	Active Membership and Privileges	Las Vegas Neurosurgery Associates
4	Bracey	Jefferson	D.O.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine
5	Chen	Alice	D.M.D.	05/01/2025-04/30/2027	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Roseman Dental and Orthodontics
6	Cordero-Mauban	Eileen	M.D.	05/01/2025-04/30/2027	Ambulatory Care	Active Membership and Privileges	UMC-Sunset Primary Care
7	Dhawan	Vibhu	M.D.	05/01/2025-04/30/2027	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
8	Ellison	Lynne	D.O.	05/01/2025-04/30/2027	Pediatrics	Affiliate Membership and Privileges	UMC
9	Free	Leanne	M.D.	05/01/2025-04/30/2027	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Health
10	Goloshchapov	Denys	M.D.	05/01/2025-04/30/2027	Anesthesiology/Trauma Anesthesia	Affiliate Membership and Privileges	UMC Anesthesia

11	Guerrero	Manrique	D.O.	05/01/2025-04/30/2026	Surgery/General Surgery/ Trauma Surgery/Trauma Burn Care	Affiliate Membership and Privileges; 24-month reappointment approval for General Surgery and Trauma Surgery. 6-month reappointment approval for Trauma Burn Care with the following requirement: 100% attendance at the Burn Peer Review Case Conference and Burn Faculty Conference meeting held within the next 6 months. Once completed, the surgeon will be processed for an additional 18-month reappointment for Trauma Burn Care.	Medicus Healthcare Solutions
12	Holtz	Michael	M.D.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/ Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine
13	Jeffries	Brandi	M.D.	05/01/2025-04/30/2027	Family Medicine	Affiliate Membership and Privileges	UNLV Medicine
14	Kalla	Sunil	M.D.	05/01/2025-04/30/2027	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center

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

Page 4  
March 26, 2025

15	Khavkin	Albert	D.O.	05/01/2025-04/30/2027	Anesthesiology	Affiliate Membership and Privileges	Albert Khavkin, Ltd
16	Kjos	Siri	M.D.	05/01/2025-04/30/2027	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Health
17	Leung	John	M.D.	05/01/2025-04/30/2027	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia LLC
18	Louis	Alvin	M.D.	05/01/2025-04/30/2026	Surgery/Cardiovascular/Thoracic Surgery/CVT	Affiliate Membership and Privileges	Office of Military Medicine
19	Matsuura	Jaclyn	D.O.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine
20	Moghadam	Mahmoud	APRN	05/01/2025-04/30/2026	Ambulatory Care	APP Independent Membership and Privileges	UMC Express Care
21	Noman	Ahmad	M.D.	05/01/2025-04/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	AHMAD NOMAN M.D., P.C.
22	Pasion	Jariel	M.D.	05/01/2025-04/30/2027	Medicine/Internal Medicine	Active Membership and Privileges	UMC Hospitalists
23	Patel	Dimal	M.D.	05/01/2025-04/30/2027	Medicine/Internal Medicine	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	UNLV Medicine
24	Quadri	Syed	M.D.	05/01/2025-04/30/2027	Medicine/Psychiatry & Pediatrics/Psychiatry	Affiliate Membership and Privileges	UNLV Medicine
25	Ratnasabapathy	Ramalingam	M.D.	05/01/2025-04/30/2027	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	Comprehensive Cancer Centers of Nevada
26	Roehr	Taylor	PAC	05/01/2025-04/30/2026	Neurosurgery	APP Dependent Privileges	The Spine & Brain Institute



27	Rouweyha	Rajy	M.D.	05/01/2025-04/30/2027	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Physicians
28	San Jose	Joselito Paulo	APRN	05/01/2025-04/30/2027	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	Intermountain Healthcare
29	Sohail	Irfan	M.D.	05/01/2025-04/30/2027	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
30	Stewart	Paul	M.D.	05/01/2025-04/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Pulmonary Associates
31	Weismiller	David	M.D.	05/01/2025-04/30/2027	Family Medicine	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	UNLV Family Medicine
32	Wheeler	Adam	M.D.	05/01/2025-04/30/2027	Pediatrics/Cardiology	Affiliate Membership and Privileges	Children's Heart Center Nevada
33	Yau	Robert	D.M.D.	05/01/2025-04/30/2027	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Canyon Oral & Facial Surgery
34	Yu	Kevin	D.O.	05/01/2025-04/30/2027	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Bracey	Jefferson	D.O.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	<b>Withdraw Privileges</b> = Refer and Follow, Pediatric Cross Coverage, FAST, Focused OB Ultrasound, Focused Cardiac Ultrasound.
2	Chen	Alice	D.M.D.	05/01/2025-04/30/2027	Surgery/Oral/Maxillofacial Surgery	<b>Withdraw Privilege</b> = Intra Oral Surgery
3	Dhawan	Vibhu	M.D.	05/01/2025-04/30/2027	Medicine/Nephrology	<b>Withdraw Privilege</b> - Total Parenteral Nutrition (TPN)
4	Free	Leanne	M.D.	05/01/2025-04/30/2027	Obstetrics and Gynecology	<b>New Privileges</b> = Category I Obstetric & Gynecologic, Category II Obstetric & Gynecological, Acute Intraoperative Bleeding. <b>Withdraw Privileges</b> = Incisional Hernia Repair with Mesh, Sling Urethropepy Procedures.

5	Goloshchapov	Denys	M.D.	05/01/2025-04/30/2027	Anesthesiology/ Trauma Anesthesia	<b>Withdraw Privilege</b> = Specialize Procedures
6	Guerrero	Manrique	D.O.	05/01/2025-04/30/2026	Surgery/General Surgery/ Trauma Surgery/Trauma Burn Care	<b>Withdraw Privileges</b> = ** Hyper-alimentation, Chest/Respiratory Tract. ** Moderate Sedation, ** Deep Sedation, ** REBOA (Aortic Balloon Occlusion) ** ORIF of Rib Fractures (Rib Plating), **Laser Surgery.
7	Louis	Alvancin	M.D.	05/01/2025-04/30/2026	Surgery/Cardiovascular/ Thoracic Surgery/CVT	<b>Withdraw privileges GS DOP</b> = Ambulatory medicine, CORE, General Surgery, General Laparoscopic Surgery, both Moderate Sedation and Elective Vascular.
8	Matsuura	Jaclyn	D.O.	05/01/2025-04/30/2027	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	<b>Withdraw Privileges</b> = Ambulatory Medicine, and Medical Toxicology.
9	Moghadam	Mahmoud	APRN	05/01/2025-04/30/2026	Ambulatory Care	<b>Withdraw Privilege</b> = Urethral Catheterization
10	Rouweyha	Rajy	M.D.	05/01/2025-04/30/2027	Surgery/Ophthalmology	<b>Withdraw Privilege:</b> Corneal Transplant
11	San Jose	Joselito Paulo	APRN	05/01/2025-04/30/2027	Ambulatory Care/Primary Care	<b>New Privilege:</b> Initiate treatment plan, order diagnostics tests, laboratory and radiology studies, prescribe medication, therapies and treatments privilege
12	Yau	Robert	D.M.D.	05/01/2025-04/30/2027	Surgery/Dentistry	<b>Withdraw Privilege:</b> Moderate Sedation

**D. MODIFICATION OF PRIVILEGES**

1	Aponte-Pieras	Jose	M.D.	Medicine/Gastroenterology	Modification of Privileges - <b>New Privilege:</b> Small Bowel Endoscopy - Single Balloon Enteroscopy or Double Balloon Enteroscopy
2	Adlaon	Ronald	APRN	Ambulatory Care/Quick Care	Modification of Privilege - <b>New Department</b> - Internal Medicine
3	Bou-Daher	Peter	PAC	APP Ambulatory Care & APP Medicine/Internal Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Urethral Catheterization and Children's Health.
4	Dampog	Richelle	APRN	APP Ambulatory Care	Modification of Privileges - <b>Withdraw Privilege:</b> Cleanse and debride wounds, suture lacerations
5	De Luna	Michelle	APRN	Medicine/Internal Medicine	Modification of Privilege – <b>New Department:</b> Ambulatory / <b>New Privilege:</b> Telemedicine
6	Flores	Janice	APRN	Surgery/General Surgery	Modification of Privilege - <b>New Department</b> - Internal Medicine

7	Fong	Taylor	PAC	Orthopaedic Surgery	Modification of Privilege - <b>Withdraw Privilege</b> : Assist in Oncologic Orthopedic Surgery
8	Forage	James	M.D.	Neurosurgery & Trauma Neurosurgery	Modification of Privileges - <b>Withdraw Privileges</b> : Pain Management, Ablative surgery for epilepsy, Ventriculography
9	Prandecki	Ashley	M.D.	Medicine/Internal Medicine	Modification of Privileges - <b>Withdraw Privilege</b> : Ambulatory Medicine
10	Ramesh	Divya	APRN	Trauma/General Surgery	Modification of Privileges - <b>New Privileges</b> : (Under Trauma/General Surgery DOP) Central line placement with or without ultrasound // Chest thoracostomy tube placement, maintenance and removal
11	Ridder	David	M.D.	Trauma/Surgery Critical Care	Modification of Privileges - <b>Withdraw Privilege</b> : Advanced Endoscopic Procedures ERCP
12	Saqueton	Consolacion	M.D.	Pediatric/Critical Care	Modification of Privileges - <b>Withdraw Privilege</b> : Nitrous Oxide Sedation

**E. MODIFICATION OF PRIVILEGE – TEMPORARY-PROCTORING**

1	Lewis	Jeffrey	M.D.	Surgery/General Surgery/Trauma Surgery	Modification of Privileges - <b>New Temp Privilege</b> : Deep Sedation (Proctoring)
2	Nizamani	Rabia	M.D.	Surgery/General Surgery	Modification of Privileges - <b>New Temp Privilege</b> : Moderate Sedation (Proctoring)

**F. EXTENSION OF INITIAL FPPE**

1	Cherin	Anthony	M.D.	Pediatrics	Extend Initial FPPE through September 23, 2025, due to not being able to provide cases
2	Praske	Steven	D.O.	Pulmonary Medicine/Respiratory Care	Extend Initial FPPE through September 23, 2025, due to not being able to provide cases
3	Farwaha	Rahul	M.D.	Medicine/Internal Medicine/Critical Care Medicine	Extend Initial FPPE through September 23, 2025, due to not being able to provide cases
4	Lall	Alex	M.D.	Surgery/ Vascular Surgery	Extend Initial FPPE through September 23, 2025, due to not being able to provide cases

**G. EXTENSION OF INITIAL FPPE – DEPARTMENT/PRIVILEGE**

1	Johnson	Elijah	M.D.	Surgery/General Surgery	Extend FPPE for Endoscopy: EDG, Da Vinci Robot, and Advanced Laparoscopic Surgery through September 2025 due to not being able to provide cases
2	Powers	Jenifer	M.D.	Orthopaedic Surgery/Orthopaedic Surgery	Extend FPPE for Orthopaedic Trauma through September 23, 2025, due to not being able to provide cases

**H. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE**

1	Akoh	Ferdinand	APRN	Ambulatory Care	Change in Staff Status - Release from APP Initial FPPE Privileges to <b>APP Independent Membership Privileges</b>
2	Alcazar	Steve	M.D.	Medicine/ Psychiatry	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
3	Alelign	Yeabsra	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
4	Artman	Christian	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
5	Batzlaff	Caitlin	M.D.	Medicine/Internal Medicine/Pulmonary/Critical Care Pulmonary	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
6	Choa	Jacqueline	M.D.	Medicine/Internal Medicine/Pulmonary Disease	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
7	Claman	Barry	M.D.	Surgery/Plastic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
8	D'Alesio	Nicholas	D.O.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
9	Daulat	Shilpa	M.D.	Ambulatory Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
10	Domingo	John	APRN	Ambulatory Care	Change in Staff Status - Release from APP Initial FPPE Privileges to <b>APP Independent Membership Privileges</b>
11	Drnovsek	Valerie	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
12	Echevarria-Torres	Edward	M.D.	Ambulatory Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
13	Escobar	Eduardo	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
14	Fernandes	Neil	M.D.	Pediatrics	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
15	Freedman	Colin	M.D.	Medicine/ Psychiatry	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
16	Ghiwot	Yonatan	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
17	Green	Tammy	APRN	Ambulatory Care	Change in Staff Status - Release from APP Initial FPPE Privileges to <b>APP Independent Membership Privileges</b>
18	Guerra	Horacio	M.D.	Family Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE

19	Handa	Rahul	M.D.	CVT Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
20	Hogan	Trinay	APRN	Ambulatory Care	Change in Staff Status - Release from APP Initial FPPE Privileges to <b>APP Independent Membership Privileges</b>
21	Iman	Drew	M.D.	Orthopedic Surgery/Orthopedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
22	Kennedy	Colin	M.D.	Orthopedic Surgery/Trauma Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
23	Kieger	Alexander	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
24	Liu	Yuzhou	M.D.	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
25	Patel	Nisha	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
26	Petersen	Kevin	D.O.	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
27	Portillo	Josue	D.O.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
28	Ridder	David	M.D.	Trauma Critical Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
29	Santos	Angelie	M.D.	Medicine/ Nephrology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
30	Schuh	Shelby	D.O.	Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
31	Sen-Gupta	Indranil	M.D.	Medicine/Nephrology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
32	Umberger	Jamie	D.O.	General Surgery/Trauma Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE
33	Zarrini	Hossein	M.D.	Ambulatory Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> -Completion of FPPE

**I. COMPLETION OF FPPE FOR NEW DEPARTMENT-PRIVILEGES**

1	Champion	Amber	M.D.	Medicine/Endocrinology/Metabolic Diseases	Completion of FPPE - Endocrinology
2	Dossaji	Zahra	D.O.	Medicine/Internal Medicine	Completion of FPPE - Ambulatory Care
3	Durette	Lisa	M.D.	Medicine / Psychiatry & Pediatrics	Completion of FPPE - Pediatrics - CHILD AND ADOLESCENT PSYCHIATRY

4	Forage	James	M.D.	Neurosurgery & Trauma Neurosurgery	Completion of FPPE - Stereotactic radio surgery
5	Hansen	Benjamin	M.D.	Orthopaedic Surgery & Trauma Orthopaedic Surgery	Completion of FPPE - Telemedicine
6	Jackson	David	M.D.	Obstetrics and Gynecology	Completion of FPPE - Category I & II Obstetric, Category I & II Gynecological
7	Khan	Shahabuddin	M.D.	Medicine/Cardiology	Completion of FPPE - Percutaneous Transluminal Angioplasty Placement (PTA) & Percutaneous Coronary Atherectomy
8	Khanna	Bindu	M.D.	Medicine/Nephrology	Completion of FPPE - Total Parenteral Nutrition (TPN)
9	Lee	Herman	D.O.	Emergency Medicine/Adult Emergency Medicine	Completion of FPPE - Trauma Privileges
10	MacDavid	Joshua	M.D.	Surgery/ Plastic Surgery	Completion of FPPE - Plastic Surgery: Laser, Co2 Yag, General Surgery: Laser, Co2 Yag
11	Massey II	Bentley	M.D.	Surgery/General Surgery & Trauma Surgery	Completion of FPPE - Trauma Surgery
12	Parekh	Parag	D.O.	Medicine/Nephrology	Completion of FPPE - Total Parenteral Nutrition (TPN)
13	Pinette	William	M.D.	Surgery/General Surgery	Completion of FPPE - Da Vinci Robot
14	Quadri	Syed	M.D.	Medicine / Psychiatry & Pediatrics	Completion of FPPE - Pediatrics - CHILD AND ADOLESCENT PSYCHIATRY
15	Valencia	Rafael	M.D.	Medicine/Cardiology	Completion of FPPE - Invasive Cardiology Core; Percutaneous Coronary Atherectomy

**J. STATUS CHANGE**

1	Bledsoe	Bryan	D.O.	Emergency Medicine/Adult Emergency Medicine/ Trauma Emergency	Active with Membership and Privileges to <b>Affiliate with Membership and Privileges</b>
2	Blum	Keith	D.O.	Neurosurgery/Trauma Neurosurgery	Active with Membership and Privileges to <b>Affiliate with Membership and Privileges</b>
3	Kalla	Sunil	M.D.	Medicine/Cardiology	Active with Membership and Privileges to <b>Affiliate with Membership and Privileges</b>

**K. LEAVE OF ABSENCE - RETURN**

1	Caverly	Erin	D.O.	Surgery/General Surgery	UNLV Health
2	Erickson	Davis	M.D.	Anesthesiology	Office of Military Medicine

**L. REMOVAL/RESIGNATIONS**

1	Barratt	Harriet	M.D.	Trauma/General Surgery	UNLV Health	Voluntary Resignation
2	Christensen	Jim	M.D.	Ambulatory Care/Telemedicine	UMC	Voluntary Resignation
3	Davies	Emily	D.O.	Pediatrics/Pediatric Critical Care	Las Vegas Pediatric Critical Care	Resignation - relocating
4	Evans	Brooke	APRN	Orthopaedic Surgery	UMC Orthopedic	Voluntary Resignation (10 Day Notice sent no response)
5	Farabi	Alireza	M.D.	Medicine	HPV Center of Las Vegas	Resignation: Effective 02/26/2025
6	Foley	Cristen	CRNA	Anesthesiology	UMC Anesthesia	Voluntary Resignation (10 Day Notice sent no response)
7	Fralish	Matthew	M.D.	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	Rotator: Privileges end 3/31/25
8	Gaspar de Alba	Mario	M.D.	Pediatrics	UNLV Pediatrics	Resignation 3/31/2025 form signed
9	Ghaffarian	Amir	M.D.	Surgery/CVT	Vegas Vascular Specialists	Remove from staff – Failure to complete initial FPPE
10	Gierdoc	Sarah	PAC	Medicine/Internal Medicine	Military	Rotator Expire 3/31/2025
11	Heath	Daniel	D.O.	Anesthesiology	Mike O'Callaghan Military Medical Center	Rotator: Privileges end 3/31/25
12	Hiles	Paul	M.D.	Medicine/Pulmonary/Respiratory Care	Mike O'Callaghan Military Medical Center	Resignation - Separating from the Military
13	Lasseigne	Chaz	CRNA	Anesthesiology	UMC Anesthesia	Voluntary Resignation - Relocating
14	Leong	Riza	APRN	Medicine/Internal Medicine	UMC	Voluntary Resignation - 10-day notice
15	Litt	Richard	M.D.	OBGYN		Voluntary Resignation – Honorary to Inactive – not meeting Honorary Criteria
16	Nguyen	Khoa	M.D.	Radiology	Medicus Healthcare Solutions	Resignation - No longer reading at UMC
17	Ogunleye	Foluso	M.D.	Medicine/Hematology/Oncology	OptumCare Cancer Care	Voluntary Resignation: Relocating
18	Ozobia	Nathan	MD	Surgery/General Surgery	Red Rock Medical Center	Deceased
19	Rothman	Abraham	M.D.	Pediatrics	Children's Heart Center Nevada	Resignation - No longer working at UMC

20	Sanyurah	Omar	M.D.	Medicine/Internal Medicine	Platinum Hospitalists	Voluntary Resignation - 10-Day notice (no response)
21	Shahin	Amr	M.D.	Pediatric Critical Care	Locum Tenens	Temporary Privileges expired
22	Smith	Lillian	D.O.	Emergency Medicine/Trauma Emergency	Mike O'Callaghan Military Medical Center	Resignation - No longer rotating at UMC.
23	Velez	Chiara	M.D.	Pediatrics/Pediatric Critical Care	Military	Resignation
24	Wagner	Conner	M.D.	Family Medicine	Military	Rotator: Privileges end 3/31/25
25	Yeager	Violeta	APRN	Medicine	Integrated Cancer Care of Nevada	Voluntary Resignation - No Reappt submitted

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**M. ADJOURNMENT**

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UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA  
DEPARTMENT OF MEDICINE DELINEATION OF PRIVILEGES



PHYSICIAN NAME: \_\_\_\_\_

- ☐ Initial Application  
☐ Reappointment  
☐ Additional Privilege

PRIVILEGES EFFECTIVE FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**PRIVILEGES IN MEDICINE**  
**CORE PRIVILEGES IN INTERNAL MEDICINE SUBSPECIALTIES**

To be eligible to request **SUBSPECIALTY** clinical privileges, the applicant must meet the minimum criteria for privileges in the Department of Internal Medicine, as well as, CORE Internal Medicine privileges.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<b>Gastroenterology</b> I hereby request CORE Gastroenterology privileges, which include admission, work up, diagnosis of, and consultation of patients presenting with illness, injuries, and disorders of the stomach, intestines, and related structures, such as the esophagus, liver, gallbladder, and pancreas. CORE privileges include the following: Colonoscopy with Biopsy, Polypectomy, with Placement of Decompression Tube, Esophagogastroduodenoscopy (EGD) including biopsy, polypectomy, and feeding tube placement, Esophageal Dilation with Non-Pneumatic Dilators, Flexible and Rigid Sigmoidoscopy with Biopsy and Polypectomy, Hemorrhoid Therapy, Hemostasis on Non-Variceal Bleeding with Electrocautery, Injection Therapy, Botulismotoxin injections, Hemostasis of Variceal Bleeding with Injection Therapy and/or Banding, Percutaneous Endoscopic Gastrostomy Tube Placement, Percutaneous Liver Biopsy, Small Bowel Enteroscopy, including Biopsy and Polypectomy, Diagnostic and Therapeutic Paracentesis, Motility Studies, Anorectal, Motility Studies Gastroduodenal Peritoneoscopy with Liver and Peritoneal Biopsy, Physiology Studies, Gastric Analysis, Physiology Studies Pancreatic Function Tests, Endoscopic Laser Therapy, Pneumatic Dilation of Lower Esophageal Sphincter for Achalasia, Enteric Stent Placement (esophagus, colon, small bowel), <b>Wireless Esophageal pH Test (Bravo Test)</b> , Wireless Capsule Endoscopy and other procedures and problems of similar complexity.			
<b><u>EXCLUSION: GASTROENTEROLOGY ERCP &amp; EUS PRIVILEGES CAN BE GIVEN TO ADULT TRAINED GASTROENTEROLOGIST TO PERFORM ERCP ON PEDIATRIC PATIENTS 10 YEARS 364 DAYS AND OLDER. (Pediatric Gastroenterology consultations on these patients are recommended.)</u></b>			

**SPECIAL PRIVILEGES**

**SPECIAL PRIVILEGES** are defined as high risk, problem prone, or new technology and not routinely part of general privileges. Privileging for the following procedures requires documentation of ongoing experience and expertise or recent training with independent assessment of competence.

**ELIGIBILITY CRITERIA:**

To be eligible to request **SPECIAL** clinical privileges, the applicant must meet the minimum criteria for CORE privileges in the Department of Medicine or subspecialty privileges in their field in addition to the following:

GASTROENTEROLOGY SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Endoscopic Retrograde Cholangiopancreatography (ERCP) – Diagnostic, Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal, Stricture Dilation, and Spyglass	SEE ATTACHED CRITERIA		
Endoscopic Ultrasound	SEE ATTACHED CRITERIA		
RFA (BARRX) for Ablation of Barrett’s Esophagus	SEE ATTACHED CRITERIA		
Small Bowel Endoscopy – Single Balloon Enteroscopy or Double Balloon Enteroscopy	SEE ATTACHED CRITERIA		

**CRITERIA FOR GASTROENTEROLOGY SPECIAL PRIVILEGES:**

**Small Bowel Endoscopy – Single Balloon Enteroscopy or Double Balloon Enteroscopy:**

Initial Criteria: All of the following criteria must be met for an applicant to perform the Small Bowel Endoscopy with single or double balloon Enteroscopy:

Provide documented advanced training in the performance of small bowel capsule endoscopy and device-assisted Enteroscopy within the past 24 months. The training must show: Didactic experience, supervised VCE interpretation, and five (5) hands-on device-assisted Enteroscopy procedures.

Reappointment Criteria: Demonstrated current competence and evidence of the performance of five (5) procedures in the past 24 months.

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

<b>Issue:</b> Physician & Non-Physician Provider Traditional Compensation Plan	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve the revisions to the Physician &amp; Non-Physician Provider Traditional Compensation Plan; and take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The substantive changes to this Compensation Plan include, revised pay information for Anesthesiology - Physician Pay Grades/Ranges and Additional Compensation, to reflect new compensation rates that are consistent with updated Fair Market Valuation (FMV) rates. (See page 8, Appendix 1). The revised plan is anticipated to be effective on or about April 1, 2025, and will cover existing and future employees within the identified classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their March 10, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**5**

**2025**

**PHYSICIAN AND NON-  
PHYSICIAN PROVIDER  
TRADITIONAL  
COMPENSATION AND  
BENEFITS PLAN**





**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

**PHYSICIAN AND NON-PHYSICIAN PROVIDER  
TRADITIONAL COMPENSATION  
AND BENEFITS PLAN**

Revision Effective Date: April 1, 2025  
Original Implementation Date: July 1, 2023

**Mason Van Houweling - Chief Executive Officer**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC")  
PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS  
PLAN (the "Compensation Plan")**

**Compensation Plan and Employees Covered**

This Compensation Plan identifies the compensation and benefits structure for Physician and Non-Physician provider employees in the following classifications:

<ul style="list-style-type: none"><li>• Medical Director, Anesthesiologist</li></ul>	<ul style="list-style-type: none"><li>• Medical Director, Radiologist</li></ul>
<ul style="list-style-type: none"><li>• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma</li></ul>	<ul style="list-style-type: none"><li>• Certified Registered Nurse Anesthetists (CRNA)</li></ul>
<ul style="list-style-type: none"><li>• Radiologist – Diagnostic, Interventional, Neurointerventional</li></ul>	<ul style="list-style-type: none"><li>• Radiology APP</li></ul>
<ul style="list-style-type: none"><li>• Medical Director, General Medicine Hospitalist</li><li>• General Medicine Hospitalist</li></ul>	<ul style="list-style-type: none"><li>• Hospitalist APP</li></ul>
<ul style="list-style-type: none"><li>• Medical Director, Emergency Physician</li><li>• Emergency Physician</li></ul>	

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Mid-Level compensation and benefits under an existing compensation model or an employee's offer of employment letter; provided however, the terms and conditions of the employee's at-will employment agreement, if any, shall control in the event of a conflict between the two documents.

University Medical Center retains the rights to add, modify, or eliminate any compensation or benefit contained within this plan document with the final approval of the UMC Governing Board and/or in accordance with the terms and conditions of the employee's contract for employment.

## **Fair Labor Standards Act (FLSA) Exemption:**

Employees covered by this plan document are not authorized overtime compensation under the FLSA due to their professional exemption.

## **At-Will Employment:**

All employees covered by this plan document are considered At-Will and will serve at the pleasure of the Chief Executive Officer.

## **Voluntary Resignation:**

All employees covered by this plan document are encouraged to provide a minimum of sixty (60) days notice of a voluntary resignation.

# **Compensation and Benefits**

## **Compensation:**

During the term of employment, Physicians and Non-Physician Providers shall be eligible for a compensation package at a rate consistent with the pay ranges listed in the Appendices, as may be amended from time to time. The Appendices further sets forth a compensation package that will not exceed the 75<sup>th</sup> percentile (or 90<sup>th</sup> percentile when factors such as shortages or otherwise hard-to-fill positions justify) based upon national and regional physician and midlevel compensation survey benchmarks (e.g., Sullivan Cotter, MGMA).

Unless modified by the provisions of this Compensation Plan and/or at-will employment agreement, employees will be granted the same benefits provided through the Human Resources Policies and Procedures.

The employee's base salary shall be re-evaluated bi-annually (i.e., every other year), consistent with the methodology set forth above.

The CEO (or designee) may authorize bonuses (e.g., sign-on, relocation, etc.), subject to existing UMC Human Resources Policies and Procedures, and provided it is consistent with fair market value.

## **Work Schedules:**

All full & part-time Physicians and Non-Physician Providers are salaried, exempt employees, while per-diem are hourly, non-exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status.

Unless otherwise set forth on the applicable service line Appendix, Employee's work schedules will be set by the Medical Director or designee or as set forth in any at-will employment agreement or signed offer letter. Generally, it is anticipated that full time employees will work a minimum of fifteen (15) shifts per month, while part-time will work a minimum of seven (7) shifts per month.



## Extra Shift/Hours Compensation:

In the event an employee works in excess of their regular and on-call shifts he or she shall be entitled to the additional shift compensation set forth in the Appendices. Additionally, in the event an employee is required to stay over a scheduled shift more than two (2) hours, the employee will receive additional hourly compensation consistent with their regular hourly rate of compensation for hours above and beyond the scheduled shifts. **Example:** Employee works 12.5 hours in a 10-hour scheduled shift will entitle such employee to two and one half hours of additional pay at the next regularly scheduled pay period.

With the exception of per-diem status employees, any excess time less than the two-hours over the scheduled shift does not entitle the employee to any additional hourly compensation.

## On-Call Coverage:

Physicians and Non-Physician Providers, who provide on-call coverage, may receive additional shift compensation at the rates set forth in the Appendices, for on-call coverage over and above a pre-determined amount, as set forth by the Medical Director, or in the employee's offer of employment letter or At-Will contract for employment. An employee who is on unrestricted call, who is called to return to the facility to perform work, will receive callback pay consistent with the rates set forth in the Appendices.

## Annual Evaluations:

Employee performance will be evaluated on an annual basis. The annual evaluation cycle shall be based on fiscal year (July 1 - June 30). All Compensation Plan employees shall have a common review date of September 1<sup>st</sup> unless otherwise established by the CEO. Employees under this Compensation Plan are not subject to merit or cost of living increases as their compensation is subject to bi-annual (i.e., every other year) fair market value reviews consistent with the terms of this Compensation Plan and their employment agreement.

## Consolidated Annual Leave (CAL) / Administrative Leave Days (ALDs):

The Chief Executive Officer (or designee) shall determine if a Physician Provider classification covered by this Compensation & Benefits Plan will:

1. Accrue CAL in accordance with the hospital's standard human resources policies & procedures; or,
2. Participate in the ALD program as defined below.

### Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs).

Appropriate use of ALDs include sick days, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employee's under this Compensation Plan will receive ALDs as follows:

Employment Status*	# Regularly scheduled shifts per month	# of ALDs
Part-Time	Up to 14	7
	15-19	15
Full-Time	Up to 19	15
	20+	30

\*. an Employee's employment status is determined by UMC Human Resources and is set forth in the applicable offer letter/contract of employment.

An employee's time-off may differ in accordance with their at-will employment agreement. Physicians accruing CAL upon final approval and implementation of this September 1, 2023 Compensation Plan will retain any accrued CAL time and will be required to exhaust such time prior to the use of any ALDs. CAL accrued prior to implementation of this September 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

#### Non-Physician Providers

Full & part-time Non-Physician Providers (e.g., CRNAs) under this Compensation Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

#### Extended Illness Bank (EIB):

Eligible employees under this Compensation Plan will accrue Extended Illness Bank (EIN) as set forth in hospital's Human Resources Policies and Procedures. The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

#### Miscellaneous Leaves:

Miscellaneous Leaves, such as jury/court duty, military leave, bereavement leave, family leave, etc., are administered in accordance with Human Resources Policies and Procedures.



## Group Insurance:

UMC provides medical, dental, and life insurance to all eligible employees covered by this plan. To be eligible for group insurance, an employee must occupy a regular budgeted position and work the required hours to meet the necessary qualifying periods associated with the insurance program.

Employees will have deducted each pay period an approved amount from their compensation for employee insurance, or other elected coverages. Amounts are determined by UMC and approved by the UMC Governing Board. Rules governing the application and administration of insurance benefits shall be consistent with those set forth by Human Resource Policies and Procedures.

## Retirement:

Employees are covered by the Nevada Public Employees Retirement System. UMC pays the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. Retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

## Continuing Medical Education (CME):

UMC will pay a \$2,500 CME stipend (Stipend), less appropriate withholdings each calendar year in January, for a qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, CRNA, and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership.

All training, travel, and lodging must be pre-approved by the Chief Operating Officer, Medical Director, and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy. In the event an employee is on leave or FMLA, the employee is not eligible to take CME release time.



## Conflict of Interest:

Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state, and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

All other provisions of the conflict of interest policy shall be as defined and described in the Human Resources Policy and Procedures Manual titled Ethical Standards and the UMC Medical and Dental Staff Bylaws.

## Professional Standards:

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allowing employees to maintain a professional standard of quality, safe patient care, and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

UMC is a teaching facility. To that extent, physician employees may be required to supervise or co-sign medical records for mid-level providers or residents who are in a recognized residency program, such as the UNLV School of Medicine Residency Program.

UMC shall provide interpretive services in designated exam rooms. Physician employees are required to use the interpretive services provided through UMC.

No Physician employee shall unreasonably and without good cause fail to provide care to patients. Any patient complaint received in writing shall be administered pursuant to UMC Administrative Policy, as modified from time to time. The employee shall be required to meet with the Patient Advocate and/or the Medical Director so that a response, if any, may be prepared. The affected employee shall receive a copy of any written response. If any discipline is administered, just cause standards and the appropriate sections of the Human Resources Policies and Procedures Manual shall apply.

All Physicians will follow the UMC Code of Conduct for Corporate Compliance. This includes completing a Medicare Enrollment Application – Reassignment of Medicare Benefits (CMS-855R) form.

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

Pursuant to Nevada Revised Statutes Chapter 41, UMC will indemnify an employee whose acts or omissions are within the course and scope of their employment and will thereafter continue to cover (without cost to the employee) the employee under the hospital's self-funded insurance policy. As such, each employee is covered for professional liability and general liability purposes, in accordance with Chapter 41 of the Nevada Revised Statutes, by the certificate of insurance and statement of indemnification.



**Appendix 1\***

**Anesthesiology - Pay Grades/Ranges & Additional Compensation**

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Anesthesia</b>					
Medical Director	\$524,160- <del>\$744,640</del> \$486,720- <del>\$763,360</del>	N/A	N/A	N/A	N/A
General / OR	\$468,000- <del>\$673,920</del> \$451,360- <del>\$640,640</del>	EEs regular hourly rate	\$36.00\$33.74 p/h.	EEs hourly rate if on-call and called back to facility	\$327.00\$324 p/h
Pediatric	\$468,000- <del>\$673,920</del> \$476,320- <del>\$640,640</del>		\$35.00\$33.74 p/h.		\$327.00\$324 p/h
Trauma	\$491,400- <del>\$707,616</del> \$473,928- <del>\$672,672</del>		\$38.00\$35.42 p/h.		\$343.00\$340 p/h
OB	\$468,000- <del>\$673,920</del> \$451,262- <del>\$641,076</del>		\$36.00\$33.74 p/h.		\$327.00\$324 p/h
CVT	\$515,840- <del>\$678,080</del> \$473,928- <del>\$672,672</del>		\$40.00\$35.42 p/h.		\$329.00\$340 p/h
CRNA	\$162,240- <del>\$235,040</del> \$203,840- <del>\$253,760</del>		\$17.00\$13.07 p/h.		\$140.00\$127 p/h

\*Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document

## Appendix 2\*

### Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Radiology</b>					
<b>Medical Director</b>	Based on specialty <sup>6</sup>	N/A	N/A	N/A	Based on specialty <sup>6</sup>
<b>Diagnostic Radiologist</b>	\$477,179 - \$706,867	EEs regular hourly rate	\$41.67 p/h	EEs hourly rate if on-call and called back to facility	\$294 p/h
<b>Interventional Radiologist</b>	\$511,856 - \$761,311		\$41.67 p/h		\$336 p/h
<b>Neurointerventional Radiologist</b>	\$497,909- \$725,609		\$58.33 p/h		\$338p/h
<b>APP</b>	\$122,667 - \$154,050		\$13.00 p/h		\$67 p/h

\*Appendix 2 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Offers are based on years of experience.

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document

<sup>6</sup> The Medical Director will be hired under their specialty classification range. They will receive additional compensation based on the number of hours they are expected to work as a Medical Director for that month. Generally, this will be set at 20 hours per month, and the hourly rate will range from \$303-\$395 based on specialty.



### Appendix 3\*

#### Hospitalist - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – General Medicine</b>					
<b>GM Medical Director</b>	\$306,000 - \$358,368	N/A	N/A	N/A	N/A
<b>GM Hospitalist</b>	\$285,000 - \$327,767	EEs regular hourly rate	N/A	EEs hourly rate if on-call and called back to facility	EEs Hourly Rate plus 15%
<b>GM APP</b>	\$126,040- \$147,841		N/A		

\*Appendix 3 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document

## Appendix 4\*

### Emergency Medicine - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Emergency Medicine</b>					
<b>EM Medical Directors</b>	\$315,732-\$486,303	EEs regular hourly rate	N/A	N/A	N/A
<b>(FT) EM Physician</b>	\$315,732-\$437,672				PT EEs Hourly Rate plus 15%
<b>(PT) EM Physician (1456 hrs.) **</b>	\$207,452-\$323,983				
<b>EM APP</b>	\$109,652-\$177,252				

\*Appendix 4 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

\*\*Part-time employment is determined to be 1456 hours /0.7 FTE (182 8-hour shifts annually).

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document



**2025**

**PHYSICIAN AND NON-  
PHYSICIAN PROVIDER  
TRADITIONAL  
COMPENSATION AND  
BENEFITS PLAN**





**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

**PHYSICIAN AND NON-PHYSICIAN PROVIDER  
TRADITIONAL COMPENSATION  
AND BENEFITS PLAN**

Revision Effective Date: April 1, 2025  
Original Implementation Date: July 1, 2023

**Mason Van Houweling - Chief Executive Officer**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC")  
PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS  
PLAN (the "Compensation Plan")**

**Compensation Plan and Employees Covered**

This Compensation Plan identifies the compensation and benefits structure for Physician and Non-Physician provider employees in the following classifications:

<ul style="list-style-type: none"><li>• Medical Director, Anesthesiologist</li></ul>	<ul style="list-style-type: none"><li>• Medical Director, Radiologist</li></ul>
<ul style="list-style-type: none"><li>• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma</li></ul>	<ul style="list-style-type: none"><li>• Certified Registered Nurse Anesthetists (CRNA)</li></ul>
<ul style="list-style-type: none"><li>• Radiologist – Diagnostic, Interventional, Neurointerventional</li></ul>	<ul style="list-style-type: none"><li>• Radiology APP</li></ul>
<ul style="list-style-type: none"><li>• Medical Director, General Medicine Hospitalist</li><li>• General Medicine Hospitalist</li></ul>	<ul style="list-style-type: none"><li>• Hospitalist APP</li></ul>
<ul style="list-style-type: none"><li>• Medical Director, Emergency Physician</li><li>• Emergency Physician</li></ul>	

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Mid-Level compensation and benefits under an existing compensation model or an employee's offer of employment letter; provided however, the terms and conditions of the employee's at-will employment agreement, if any, shall control in the event of a conflict between the two documents.

University Medical Center retains the rights to add, modify, or eliminate any compensation or benefit contained within this plan document with the final approval of the UMC Governing Board and/or in accordance with the terms and conditions of the employee's contract for employment.

## **Fair Labor Standards Act (FLSA) Exemption:**

Employees covered by this plan document are not authorized overtime compensation under the FLSA due to their professional exemption.

## **At-Will Employment:**

All employees covered by this plan document are considered At-Will and will serve at the pleasure of the Chief Executive Officer.

## **Voluntary Resignation:**

All employees covered by this plan document are encouraged to provide a minimum of sixty (60) days notice of a voluntary resignation.

# **Compensation and Benefits**

## **Compensation:**

During the term of employment, Physicians and Non-Physician Providers shall be eligible for a compensation package at a rate consistent with the pay ranges listed in the Appendices, as may be amended from time to time. The Appendices further sets forth a compensation package that will not exceed the 75<sup>th</sup> percentile (or 90<sup>th</sup> percentile when factors such as shortages or otherwise hard-to-fill positions justify) based upon national and regional physician and midlevel compensation survey benchmarks (e.g., Sullivan Cotter, MGMA).

Unless modified by the provisions of this Compensation Plan and/or at-will employment agreement, employees will be granted the same benefits provided through the Human Resources Policies and Procedures.

The employee's base salary shall be re-evaluated bi-annually (i.e., every other year), consistent with the methodology set forth above.

The CEO (or designee) may authorize bonuses (e.g., sign-on, relocation, etc.), subject to existing UMC Human Resources Policies and Procedures, and provided it is consistent with fair market value.

## **Work Schedules:**

All full & part-time Physicians and Non-Physician Providers are salaried, exempt employees, while per-diem are hourly, non-exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status.

Unless otherwise set forth on the applicable service line Appendix, Employee's work schedules will be set by the Medical Director or designee or as set forth in any at-will employment agreement or signed offer letter. Generally, it is anticipated that full time employees will work a minimum of fifteen (15) shifts per month, while part-time will work a minimum of seven (7) shifts per month.



## Extra Shift/Hours Compensation:

In the event an employee works in excess of their regular and on-call shifts he or she shall be entitled to the additional shift compensation set forth in the Appendices. Additionally, in the event an employee is required to stay over a scheduled shift more than two (2) hours, the employee will receive additional hourly compensation consistent with their regular hourly rate of compensation for hours above and beyond the scheduled shifts. **Example:** Employee works 12.5 hours in a 10-hour scheduled shift will entitle such employee to two and one half hours of additional pay at the next regularly scheduled pay period.

With the exception of per-diem status employees, any excess time less than the two-hours over the scheduled shift does not entitle the employee to any additional hourly compensation.

## On-Call Coverage:

Physicians and Non-Physician Providers, who provide on-call coverage, may receive additional shift compensation at the rates set forth in the Appendices, for on-call coverage over and above a pre-determined amount, as set forth by the Medical Director, or in the employee's offer of employment letter or At-Will contract for employment. An employee who is on unrestricted call, who is called to return to the facility to perform work, will receive callback pay consistent with the rates set forth in the Appendices.

## Annual Evaluations:

Employee performance will be evaluated on an annual basis. The annual evaluation cycle shall be based on fiscal year (July 1 - June 30). All Compensation Plan employees shall have a common review date of September 1<sup>st</sup> unless otherwise established by the CEO. Employees under this Compensation Plan are not subject to merit or cost of living increases as their compensation is subject to bi-annual (i.e., every other year) fair market value reviews consistent with the terms of this Compensation Plan and their employment agreement.

## Consolidated Annual Leave (CAL) / Administrative Leave Days (ALDs):

The Chief Executive Officer (or designee) shall determine if a Physician Provider classification covered by this Compensation & Benefits Plan will:

1. Accrue CAL in accordance with the hospital's standard human resources policies & procedures; or,
2. Participate in the ALD program as defined below.

### Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs).

Appropriate use of ALDs include sick days, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employee's under this Compensation Plan will receive ALDs as follows:

Employment Status*	# Regularly scheduled shifts per month	# of ALDs
Part-Time	Up to 14	7
	15-19	15
Full-Time	Up to 19	15
	20+	30

\* an Employee's employment status is determined by UMC Human Resources and is set forth in the applicable offer letter/contract of employment.

An employee's time-off may differ in accordance with their at-will employment agreement. Physicians accruing CAL upon final approval and implementation of this September 1, 2023 Compensation Plan will retain any accrued CAL time and will be required to exhaust such time prior to the use of any ALDs. CAL accrued prior to implementation of this September 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

#### Non-Physician Providers

Full & part-time Non-Physician Providers (e.g., CRNAs) under this Compensation Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

#### Extended Illness Bank (EIB):

Eligible employees under this Compensation Plan will accrue Extended Illness Bank (EIN) as set forth in hospital's Human Resources Policies and Procedures. The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

#### Miscellaneous Leaves:

Miscellaneous Leaves, such as jury/court duty, military leave, bereavement leave, family leave, etc., are administered in accordance with Human Resources Policies and Procedures.



## Group Insurance:

UMC provides medical, dental, and life insurance to all eligible employees covered by this plan. To be eligible for group insurance, an employee must occupy a regular budgeted position and work the required hours to meet the necessary qualifying periods associated with the insurance program.

Employees will have deducted each pay period an approved amount from their compensation for employee insurance, or other elected coverages. Amounts are determined by UMC and approved by the UMC Governing Board. Rules governing the application and administration of insurance benefits shall be consistent with those set forth by Human Resource Policies and Procedures.

## Retirement:

Employees are covered by the Nevada Public Employees Retirement System. UMC pays the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. Retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

## Continuing Medical Education (CME):

UMC will pay a \$2,500 CME stipend (Stipend), less appropriate withholdings each calendar year in January, for a qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, CRNA, and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership.

All training, travel, and lodging must be pre-approved by the Chief Operating Officer, Medical Director, and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy. In the event an employee is on leave or FMLA, the employee is not eligible to take CME release time.



## Conflict of Interest:

Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state, and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

All other provisions of the conflict of interest policy shall be as defined and described in the Human Resources Policy and Procedures Manual titled Ethical Standards and the UMC Medical and Dental Staff Bylaws.

## Professional Standards:

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allowing employees to maintain a professional standard of quality, safe patient care, and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

UMC is a teaching facility. To that extent, physician employees may be required to supervise or co-sign medical records for mid-level providers or residents who are in a recognized residency program, such as the UNLV School of Medicine Residency Program.

UMC shall provide interpretive services in designated exam rooms. Physician employees are required to use the interpretive services provided through UMC.

No Physician employee shall unreasonably and without good cause fail to provide care to patients. Any patient complaint received in writing shall be administered pursuant to UMC Administrative Policy, as modified from time to time. The employee shall be required to meet with the Patient Advocate and/or the Medical Director so that a response, if any, may be prepared. The affected employee shall receive a copy of any written response. If any discipline is administered, just cause standards and the appropriate sections of the Human Resources Policies and Procedures Manual shall apply.

All Physicians will follow the UMC Code of Conduct for Corporate Compliance. This includes completing a Medicare Enrollment Application – Reassignment of Medicare Benefits (CMS-855R) form.

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

Pursuant to Nevada Revised Statutes Chapter 41, UMC will indemnify an employee whose acts or omissions are within the course and scope of their employment and will thereafter continue to cover (without cost to the employee) the employee under the hospital's self-funded insurance policy. As such, each employee is covered for professional liability and general liability purposes, in accordance with Chapter 41 of the Nevada Revised Statutes, by the certificate of insurance and statement of indemnification.



## Appendix 1\*

### Anesthesiology - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Anesthesia</b>					
<b>Medical Director</b>	\$524,160-\$744,640	N/A	N/A	N/A	N/A
<b>General / OR</b>	\$468,000-\$673,920	EEs regular hourly rate	\$36.00 p/h.	EEs hourly rate if on-call and called back to facility	\$327.00 p/h
<b>Pediatric</b>	\$468,000-\$673,920		\$35.00 p/h.		\$327.00 p/h
<b>Trauma</b>	\$491,400-\$707,616		\$38.00 p/h.		\$343.00 p/h
<b>OB</b>	\$468,000-\$673,920		\$36.00 p/h.		327.00 p/h
<b>CVT</b>	\$515,840-\$678,080		\$40.00 p/h.		\$329.00 p/h
<b>CRNA</b>	\$162,240-\$235,040		\$17.00 p/h.		\$140.00 p/h

\*Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document



## Appendix 2\*

### Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Radiology</b>					
<b>Medical Director</b>	Based on specialty <sup>6</sup>	N/A	N/A	N/A	Based on specialty <sup>6</sup>
<b>Diagnostic Radiologist</b>	\$477,179 - \$706,867	EEs regular hourly rate	\$41.67 p/h	EEs hourly rate if on-call and called back to facility	\$294 p/h
<b>Interventional Radiologist</b>	\$511,856 - \$761,311		\$41.67 p/h		\$336 p/h
<b>Neurointerventional Radiologist</b>	\$497,909- \$725,609		\$58.33 p/h		\$338p/h
<b>APP</b>	\$122,667 - \$154,050		\$13.00 p/h		\$67 p/h

\*Appendix 2 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Offers are based on years of experience.

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document

<sup>6</sup> The Medical Director will be hired under their specialty classification range. They will receive additional compensation based on the number of hours they are expected to work as a Medical Director for that month. Generally, this will be set at 20 hours per month, and the hourly rate will range from \$303-\$395 based on specialty.

### Appendix 3\*

#### Hospitalist - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – General Medicine</b>					
<b>GM Medical Director</b>	\$306,000 - \$358,368	N/A	N/A	N/A	N/A
<b>GM Hospitalist</b>	\$285,000 - \$327,767	EEs regular hourly rate	N/A	EEs hourly rate if on-call and called back to facility	EEs Hourly Rate plus 15%
<b>GM APP</b>	\$126,040- \$147,841		N/A		

\*Appendix 3 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document

## Appendix 4\*

### Emergency Medicine - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range <sup>1</sup>	Additional Work Shift Rate <sup>5</sup>	Additional On-Call Shift Rate <sup>2</sup>	Call-Back Rate <sup>3</sup>	Per-Diem Rate <sup>4</sup>
<b>SPECIALTY – Emergency Medicine</b>					
<b>EM Medical Directors</b>	\$315,732-\$486,303	EEs regular hourly rate	N/A	N/A	N/A
<b>(FT) EM Physician</b>	\$315,732-\$437,672				PT EEs Hourly Rate plus 15%
<b>(PT) EM Physician (1456 hrs.) **</b>	\$207,452-\$323,983				
<b>EM APP</b>	\$109,652-\$177,252				

\*Appendix 4 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

\*\*Part-time employment is determined to be 1456 hours /0.7 FTE (182 8-hour shifts annually).

<sup>1</sup> Based on years of experience

<sup>2</sup> On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

<sup>3</sup> EE must be on an On-call shift and called to return to facility to perform work

<sup>4</sup> Applicable only to those hired into a per-diem classification

<sup>5</sup> See extra shift/hours on page 2 of this document



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

<b>Issue:</b>	<b>Ratification of the Second Amendment to the Hospital Services Agreement with Optum Health Networks, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board ratify the Second Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5430.111

Fund Center: 3000850000

Description: Managed Care Services

Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance

Term: Amendment 2 – Extend from March 1, 2025 – May 31, 2025

Amount: Revenue based on volume

Out Clause: 120 business days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

UMC entered into a Hospital Services Agreement dated March 1, 2021 with Optum Heath Networks, Inc. to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement was amended on March 1, 2023 to extend the Term and remove mention of previous name ‘LifePrint Health’.

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

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**6**

## AMENDMENT TWO TO THE HOSPITAL SERVICES AGREEMENT

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

### RECITALS

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

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

### AGREEMENT

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

1. **Article II, Section 2.11 Non-Discrimination** shall be deleted in its entirety and replaced with the following:

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

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

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


3. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.


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

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

**“OPTUMCARE”**  
**Optum Health Networks, Inc.**

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

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

By:   
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Mason Van Houweling  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
CEO  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
2/28/2025  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
1800 West Charleston Blvd  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Las Vegas, NV 89102  
\_\_\_\_\_  
City, State Zip Code  
\_\_\_\_\_  
88-6000436  
\_\_\_\_\_  
Tax I.D. Number

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: Optum: 3,160</b>						
<b>Corporate/Business Entity Name:</b>		Optum Health Networks, Inc (f/k/a LifePrint Health, Inc.)				
<b>(Include d.b.a., if applicable)</b>		OptumCare				
<b>Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> www.optum.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>POC Name:</b> Tony Alamo, MD		
				<b>Email:</b> antonio.alamo@optum.com		
<b>Telephone No:</b>		702-242-7539		<b>Fax No:</b> 855-277-7021		
<b>Nevada Local Street Address:</b>		2716 N. Tenaya Way		<b>Website:</b> www.optum.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>Local Fax No:</b> 855-277-7021		
<b>Local Telephone No:</b>		702-242-7539		<b>Local POC Name:</b> Tony Alamo, MD		
				<b>Email:</b> antonio.alamo@optum.com		

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

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

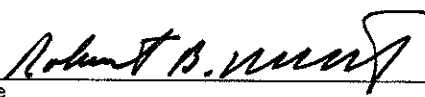
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

 Signature  President  Title	Robert B. McBeath Print Name  <div style="text-align: center;">11/8/2022</div> Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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



## Leadership

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

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

<b>Issue:</b>	<b>TRICARE Amendment to the Institution Agreement with TriWest Healthcare Alliance Corporation</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment to the Institution Agreement with TriWest Healthcare Alliance Corporation for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

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

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

**BACKGROUND:**

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

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

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**7**



February 11, 2025

Dear Valued Provider,

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

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

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

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

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

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

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

Sincerely,

TriWest Healthcare Alliance

Attachment: TRICARE T-5 Provider Contract

## PROFILE SHEET

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TERMS AND CONDITIONS**

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

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

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



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

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

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

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

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

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

*Signatures appear on the following page.*

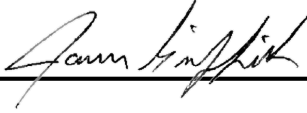


Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Accepted by TriWest:

TriWest Healthcare Alliance Corp.

Signature



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Provider:

University Medical Center of  
Southern Nevada

By:

---

Date: 3/10/2025

---

Date:

---

James Griffith

Chief Administrative Officer

Print Name:

Title:

Whose main address is:

P.O. Box 42049

Phoenix,

AZ 85053

Fax # (866) 549 - 4618

Tax Id Number:

886000436 Whose main

address is: 1800 W

Charleston Blvd Las Vegas

Nevada, 89102

Fax: (702) 671-6595

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

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

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

Add Facility Name, TIN and Check all services provided.

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 18 Active Employees in Clark County, NV</b>						
<b>Corporate/Business Entity Name:</b>		TriWest Healthcare Alliance Corp.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1581 Noth 28 <sup>th</sup> Avenue		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Phoenix, Arizona 85053		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>		602 564-2357		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

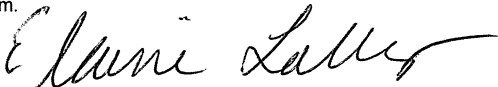
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
TriWest Alliance, Inc.	Delaware Close Corp.	100%

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

☐ Yes ☒ No

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

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

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

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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



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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Issue:</b>	<b>Amendment One to the Hospital Participation Agreement with Prominence HealthFirst</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5430.011	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 1 – December 1, 2024 – December 31, 2025	
Amount: Revenue based on volume	
Out Clause: 90 days w/o cause	

**BACKGROUND:**

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

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

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**8**



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

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

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

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

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

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

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

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

Print Name: Kamal Jemmoua

Title: Chief Executive Officer

Date: March 11, 2025

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

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

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

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

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

Tax ID Number: **86-6000436**

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

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

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

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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.

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**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.)**

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply) N/A</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 18</b>						
<b>Corporate/Business Entity Name:</b>		Prominence HealthFirst				
<b>(Include d.b.a., if applicable)</b>		Prominence Health Plan				
<b>Street Address:</b>		8311 W. Sunset Road Suite 105		<b>Website:</b> prominencehealthplan.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>POC Name:</b> Philip Ramirez <b>Email:</b> philip.ramirez@uhsinc.com		
<b>Telephone No:</b>		775-770-9348		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address: (If different from above)</b>		N/A		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Prominence Holdings, LLC	Entity	100%

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

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

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

 Signature Chief Compliance Officer Title	Philip Ramirez Print Name 1/5/2023 Date
---	--

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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☐ 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

<b>Issue:</b>	<b>Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 1 to Contract Terms and Conditions with Nephron Sterile Compounding Center, LLC d/b/a Nephron 503B Outsourcing Facility for the purchase of 503B compounded pharmaceutical products; execute future amendments within the not-to-exceed total amount of the Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000717100	Funded Pgm/Grant: N/A
Description: 503B Compounded Pharmaceutical Products	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Amendment 1 – extend for five (5) years from 2/7/2025 to 2/6/2030	
Amount: Amendment 1 – additional aggregate of NTE \$500,000; cumulative total since inception of Agreement is NTE \$999,950	
Out Clause: 30 days w/o cause	

#### BACKGROUND:

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

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

This Amendment is pursuant to HPG contract # 31482. HealthTrust Purchasing Group (“HPG”) is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the Sourcing Letter verifying that the pricing was obtained through a competitive bid process.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**9**

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

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

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

RECITALS:

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

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

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

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

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

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

Customer:  
UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

Nephron:  
NEPHRON 503B OUTSOURCING FACILITY

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

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



February 21st, 2025

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

Re: Request for competitive bidding information regarding Compounded Products.

Dear Ms. Sy:

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

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

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

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





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

Sincerely,

Craig Dabbs

Account Director, Member Services

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: N/A</b>						
<b>Corporate/Business Entity Name:</b> Nephron Sterile Compounding Center, LLC						
<b>(Include d.b.a., if applicable)</b> Nephron 503B Outsourcing Facility						
<b>Street Address:</b>		4500 12th Street Extension		<b>Website:</b> www.nephronpharm.com		
<b>City, State and Zip Code:</b>		West Columbia, SC 29172		<b>POC Name:</b> Gregg Polacek <b>Email:</b> gpolacek@nephronpharm.com		
<b>Telephone No:</b>		803-569-2800		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nephron Holdings, Inc.		55%
FMC OZ Fund LLC		40.3125%
Fort Maitland Capital II LLC		4.6875%

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

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

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

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

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

<b>Issue:</b> Letter of Agreement with NaphCare Inc.	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Letter of Agreement with NaphCare Inc. for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

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

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

**BACKGROUND:**

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

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

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**10**



March 6, 2025

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

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

To Whom It May Concern:

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

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

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

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

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

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

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

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



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

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

Please feel free to direct any inquiries to my attention.

Sincerely,

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

NaphCare, Inc.

**Katherine  
Tarica**  
Digitally signed by Katherine Tarica  
DN: cn=Katherine Tarica, c=US,  
o=NaphCare, Inc, ou=EVP/COO -  
Federal Prisons,  
email=katherine.tarica@naphcare.com  
Reason: I am approving this document  
Date: 2025.03.07 07:03:18 -05'00'

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

\_\_\_\_\_  
Signature of CEO, Mason Van Houweling

\_\_\_\_\_  
Date

\_\_\_\_\_  
88-6000436

\_\_\_\_\_  
1942335823

Tax ID#

NPI#

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b> N/A						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 463</b>						
<b>Corporate/Business Entity Name:</b> NAPHCARE INC						
<b>(Include d.b.a., if applicable)</b> N/A						
<b>Street Address:</b> 2090 Columbiana Rd Ste 4000			<b>Website:</b> www.naphcare.com			
<b>City, State and Zip Code:</b> VESTAVIA, AL 35216-2158			<b>POC Name:</b> Katherine Tarica			
			<b>Email:</b> katherine.tarica@naphcare.com			
<b>Telephone No:</b> (205) 536-8400			<b>Fax No:</b> (205) 536-8404			
<b>Nevada Local Street Address:</b> (If different from above) n/a			<b>Website:</b> n/a			
<b>City, State and Zip Code:</b> n/a			<b>Local Fax No:</b> n/a			
<b>Local Telephone No:</b> n/a			<b>Local POC Name:</b> n/a			
			<b>Email:</b> n/a			

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

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

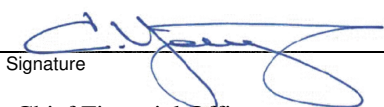
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

  
 Signature  
 Chief Financial Officer  
 Title

Connie Young  
 Print Name  
 3/10/2025  
 Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Amendment 1 to Vendor Services Agreement</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 1 to Vendor Services Agreement with META Dynamic, Inc. for the purchase of a Navigation System and Clinical Specialist to support the system; execute future amendments within the not-to-exceed total amount of the Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Navigation System and Service Agreement for Clinical Specialists within 2 hours	
Bid/RFP/CBE: NRS 332.115.(1)(b) Professional Services	
Term: 03/27/2025 – 03/26/2030	
Amount: \$300,000.00 annually and \$1,500,000.00 NTE for five years	
Out Clause: 30 days without cause	

#### BACKGROUND:

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

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda

Agenda Item #

**11**



## FIRST AMENDMENT TO THE VENDOR SERVICES AGREEMENT

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

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

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

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

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

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

**META Dynamic, Inc.**

Signature: Evan Pfleider

Printed Name: Evan Pfleider

Title: President

Date: 3/3/25

**University Medical Center of Southern Nevada**

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

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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

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

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

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

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

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

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

**CERTIFICATE HOLDER**

META Dynamic, Inc.

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Griff Griffith

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

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

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Jo Phillips*

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>				2		
<b>Corporate/Business Entity Name:</b> META Dynamic, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1596 N. Brian St.		<b>Website:</b> www.metadynamicinc.com		
<b>City, State and Zip Code:</b>		Orange, CA 92867		<b>POC Name:</b> Rick Christensen		
				<b>Email:</b> rickc@metadynamicinc.com		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Tom Pfeleider	Chief Executive Officer	100%

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

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

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

 _____ Signature	Rick D. Christensen _____ Print Name
Chief Financial Officer _____ Title	February 18, 2025 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***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**

<b>Issue:</b>	<b>Hemo-Force Pump Lease Program Agreement with Medline Industries, LP</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Hemo-Force Pump Lease Program Agreement with Medline Industries, LP for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund  
Fund Center: 3000705000 Funded Pgm/Grant: N/A  
Description: Lease of 420 DVT prophylaxis pumps and 42 batteries and purchase of related disposables  
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital)  
Term: Five years  
Amount: Not-to-Exceed \$143,174.10 annually or \$715,870.50 in aggregate  
Out Clause: UMC has the right to terminate the Agreement with 60 days' prior written notice.

## BACKGROUND:

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

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

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

This agreement was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

12



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

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

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

Effective Date: 2/15/2025

## TERM AND TERMINATION

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

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

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

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

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

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

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

## MEDLINE INDUSTRIES, LP SLEEVE QUARTERLY PURCHASE REQUIREMENTS

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

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





## SLEEVE PRICING

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

Table 2

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

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

## TERMS AND CONDITIONS

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





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





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

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



- 17) General Terms. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. Time is of the essence in this agreement. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the cause may be, of each Party to this Agreement.
- 18) Public Records. Notwithstanding anything contained in this Agreement to the contrary, Medline Industries, LP acknowledges that Customer is a public, county-owned, hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time-to-time, and, as such, its records are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to the Agreement which Medline Industries, LP has claimed to be confidential and proprietary, Customer will immediately notify Medline Industries, LP of such demand and, if applicable, Medline Industries, LP shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Medline Industries, LP shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Medline Industries, LP's documents in Customer's custody and control.

[Signature Page Follows]





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

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

**CUSTOMER**

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

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

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

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

**MEDLINE INDUSTRIES, LP**

Address: Three Lakes Dr, Northfield, IL 60093

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

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

Date: 02/20/2025

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

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



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

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



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: Est. 10</b>						
<b>Corporate/Business Entity Name:</b> MEDLINE INDUSTRIES, INC.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		3 LAKES DR		<b>Website:</b> WWW.MEDLINE.COM		
<b>City, State and Zip Code:</b>		NORTHFIELD, IL 60093		<b>POC Name:</b> JOHN ABELE		
				<b>Email:</b> JABELE@MEDLINE.COM		
<b>Telephone No:</b>		415-601-5648		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b> N/A		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> N/A		
				<b>Email:</b> N/A		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
AJM EXEMPT TRUST A U/A/D 12/15/88	Shareholder	8.51%
AJM EXEMPT TRUST B U/A/D 12/15/88	Shareholder	6.97%
ANDREW GST TRUST U/A/D 12/31/02	Shareholder	5.13%
CHARLES MILLS-S TRUST NO. 3	Shareholder	32.75%
MARGARET DORA BAKER TRUST	Shareholder	10.61%
NMB 2004 TRUST	Shareholder	12.67%
WDA 2016 EXEMPT TRUST C	Shareholder	12.33%

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

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

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

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

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

<b>Issue:</b>	<b>Interlocal Agreement with Clark County</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Interlocal Agreement with Clark County for UMC to receive a cost reimbursement for the construction of the Crisis Stabilization Center; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000748700	Funded Pgm/Grant: N/A
Description: Crisis Stabilization Center Construction Cost Reimbursement	
Bid/RFP/CBE: N/A	
Term: Effective Date through 6/30/2025	
Amount: Receive \$1,357,264 from Clark County	
Out Clause: 30 days w/o cause	

**BACKGROUND:**

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

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

UMC’s Post-Acute Care Services Executive Director has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 19, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**13**

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

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date"), by and between **CLARK COUNTY**, a political subdivision of the State of Nevada ("COUNTY"), and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("NRS") located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("UMC"). The COUNTY and UMC are individually a "Party", and collectively referred to as the "Parties".

RECITALS

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

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

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

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

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

AGREEMENT

I. SCOPE OF PROJECT

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

II. PROJECT COSTS

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

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

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

III. GENERAL

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

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

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

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

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

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

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

**CLARK COUNTY**

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

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

Attest

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

Approved as to Form

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

**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

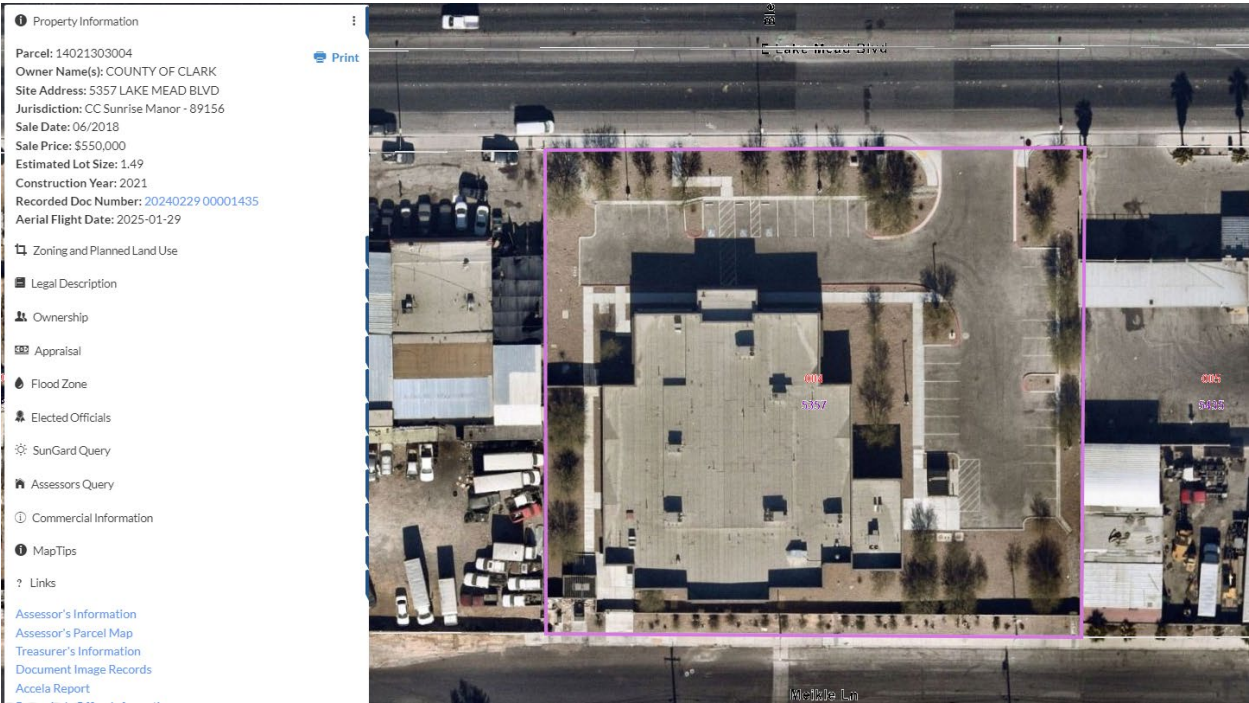
BY: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

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



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

Exhibit A



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

<b>Issue:</b> <b>Cashman Award Recognition</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a presentation of the Cashman Award; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a presentation of the Cashman Good Government Award at UMC.

Cleared for Agenda  
March 26, 2025

Agenda Item #

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

<b>Issue:</b> <b>Education – Legislative Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update from Shana Tello, UMC Academic and External Affairs Administrator, regarding the 2025 Legislative Session; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

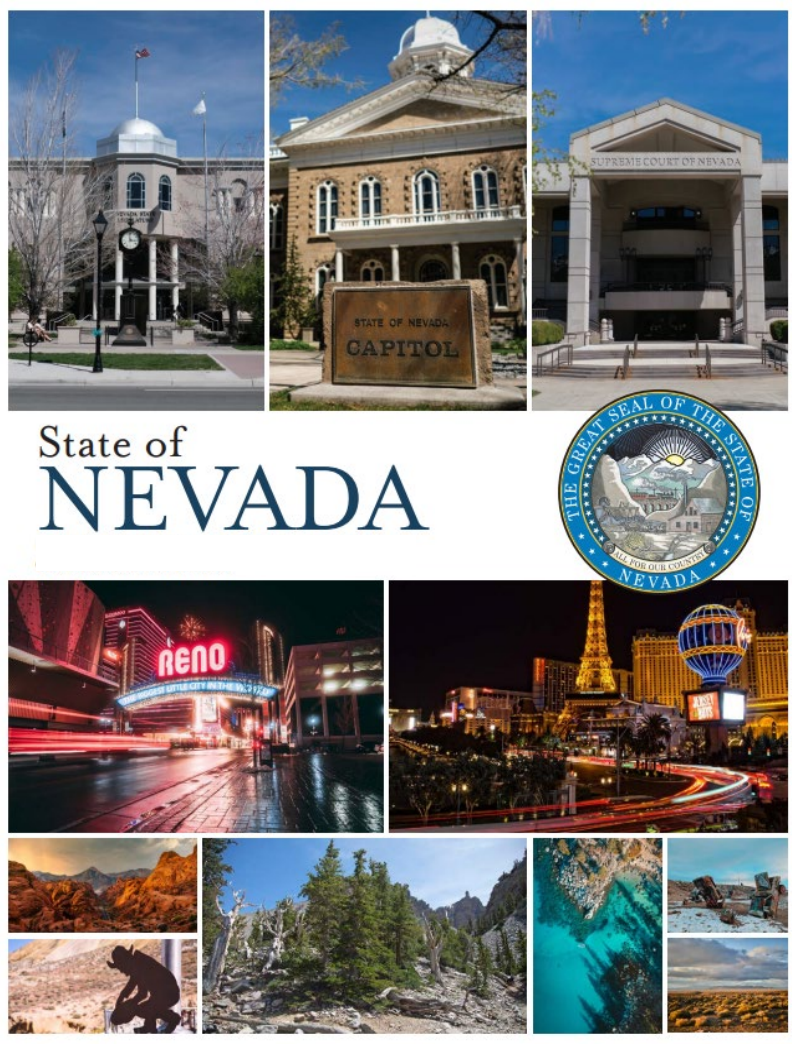
**BACKGROUND:**

The Governing Board will receive an informational presentation regarding Nevada 2025 Legislative Session.

Cleared for Agenda  
March 26, 2025

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# 2025 Legislative Update

UMC Governing Board  
Shana Tello  
Academic & External Affairs Administrator

# Legislative 83<sup>rd</sup> Session Timeline – 2025



## **COUNTDOWN**

- Legislative session ends midnight June 2<sup>th</sup>
- 68 days remaining



*"Home Means Nevada"*

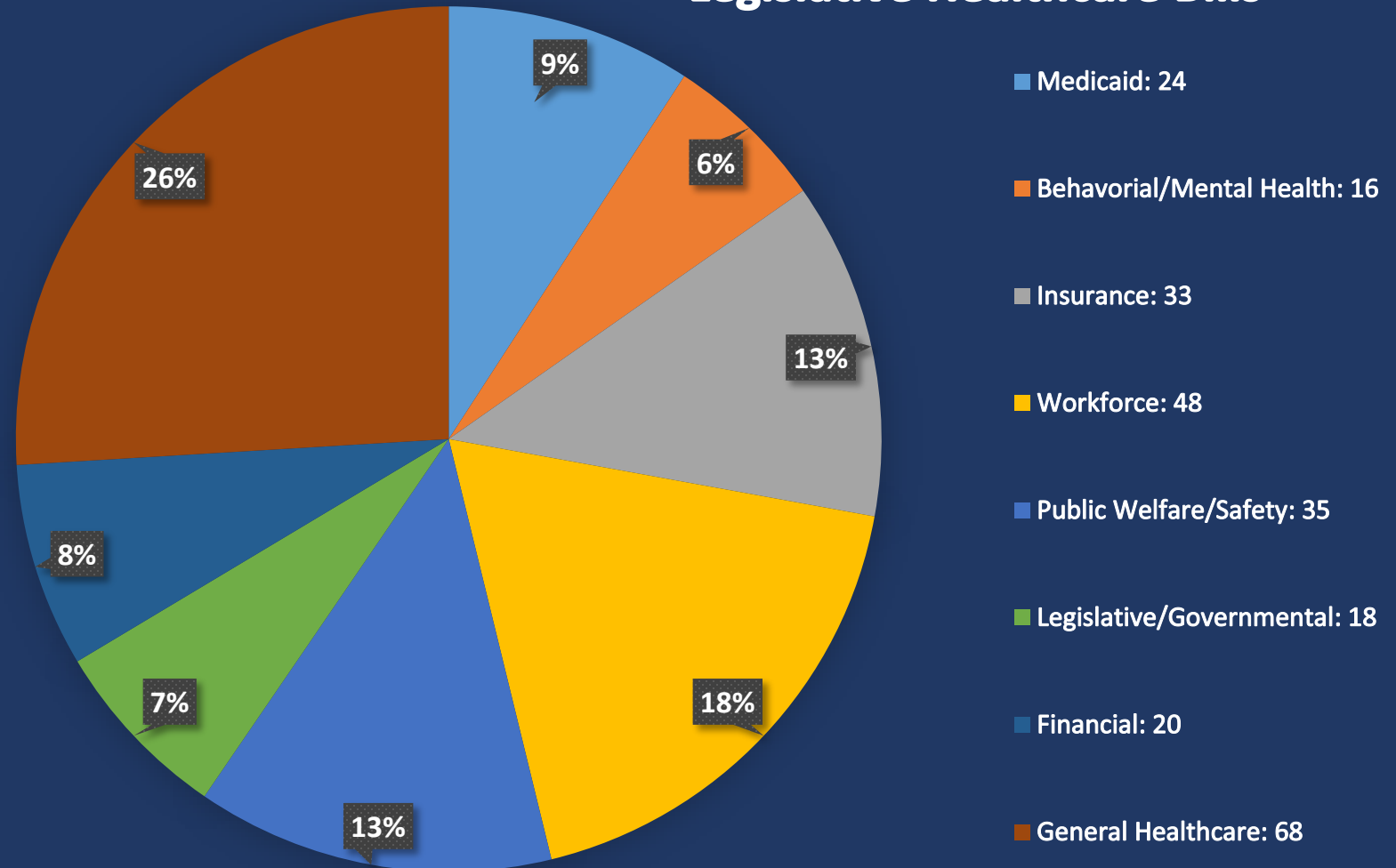
	Governor's State of the State Address (January 15)
February 3	First Day of the 2025 Legislative Session
February 13	Legislator's BDR Requests are Due
March 20	Legislators' Bill Introductions
April 1	Start Closing Budgets
April 11	First House Committee passage
April 22	First House Passage
May 1	Economic Report due
May 16	Committee Passage (Second House)
May 17	Finish budget differences
May 23	Second House Passage
June 2	Sine Die (Session Ends)

# UMC Legislative Activity – 2025



- 820 bills and resolutions introduced so far
- UMC has reviewed and commented on over 250

## Legislative Healthcare Bills





# Presidential Executive Orders



## Insurance/Financial

- Foreign aid pause
- Special Enrollment Period for Uninsured Americans
- Availability of Premium Tax Credits
- Price transparency in healthcare
- Ending Diversity, Equity, and Inclusion funding

## COVID-19

- End COVID-19 vaccine mandates

## Education/Research

- Restructuring of Department of Education
- NIH Grants

## Population Health

- Make America Healthy Again Commission
- USA exiting World Health Organization
- Grant funding: improve efficiency and centralize system



# Legislative Priorities – 2025



## FEDERAL BILLS

- Medicaid cuts
- GME Reform
- ACA Enhanced Premium Tax Credits
- Site Neutral Payment Cuts
- 340B Rebate Models
- AI Transparency
- Cybersecurity

## STATE BILLS

- GME State Funding
- Insurance: Prompt Payments, Prior Authorization
- Medicaid Expansion
- Workforce/Retention
- Mental & Behavioral Health
- Nurse Compact/Ratios
- Trauma Level IV

## UMC BILLS

- Update NRS 450 – Crisis Stabilization & Modernize Training Terms



# State Senate Bills



SB 47 Gifts/grants/donations to study behavioral health

★ SB 87 State reimbursement to hospitals for forensic exams

SB 138 Revision to Medicaid eligibility for infants

★ SB 165 Licensure & regulation of behavioral health practitioners

★ SB 182 Mandatory nurse staffing ratios

★ SB 184 Latex gloves ban

SB 188 Requirements for interpreters

★ SB 192 Noncompete

SB 234 Revisions relating to Medicaid

SB 239 Increase in Medicaid reimbursement for treating children with cancer

SB 244 Medicaid treatment of obesity and diabetes

SB 246 Health plans to cover OBGYN without prior authorization

★ SB 249 Expand CRNA scope of practice

SB 250 Electronic Health Records

★ SB 262 Revisions provision relating to GME

SB 272 Nurse Apprentice Program

★ SB 408 Crisis Stabilization & other related services



# State Assembly Bills



AB 33 Creates the Nevada Office of the Inspector General



AB 282 Billing errors

 AB 50 Mass casualty incident database

AB 295 Prior authorizations and AI

AB 52 Insurance claims



AB 319 Qualification & licensure for practitioners

AB 169 Speech-language Pathology



AB 326 Trauma Level IV and redesignation

AB 201 Oversight on the children's behavioral health system

AB 349 Maximum price setting

 AB 259 Pharmacy pricing caps

AB 393 Physician Employment

 AB 272 Billing for forensic exam



## Crisis Stabilization and Other Related Services

### SB 408

- Crisis Stabilization
  - Allows additional community services
  - Reflects UMC's partnership with County to benefit the community
- Modernizes training term: "Intern" to Residents and Fellows



### Actions to Date:

- Sponsor Senator Doñate, Chairman of the Health and Human Services Committee
- Bill introduction March 20<sup>th</sup>, 2025
- UMC leaders met with legislators for bill briefing
- Hearing date TBD





# Questions?



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

<b>Issue:</b> <b>2025 Governing Board Action Plan</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and discuss the Governing Board 2025 Action Plan, to include an update from Dr. Shadaba Asad, Medical Director of Infectious Disease, regarding Infectious Diseases in Southern Nevada; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a presentation from Dr. Asad regarding updates on infectious disease in Southern Nevada.

Cleared for Agenda  
March 26, 2025

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

<b>Issue:</b> <b>Report from Governing Board Audit and Finance Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
March 26, 2025

Agenda Item #

**17**

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

<b>Issue:</b> <b>Report from Governing Board Audit and Finance Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
March 26, 2025

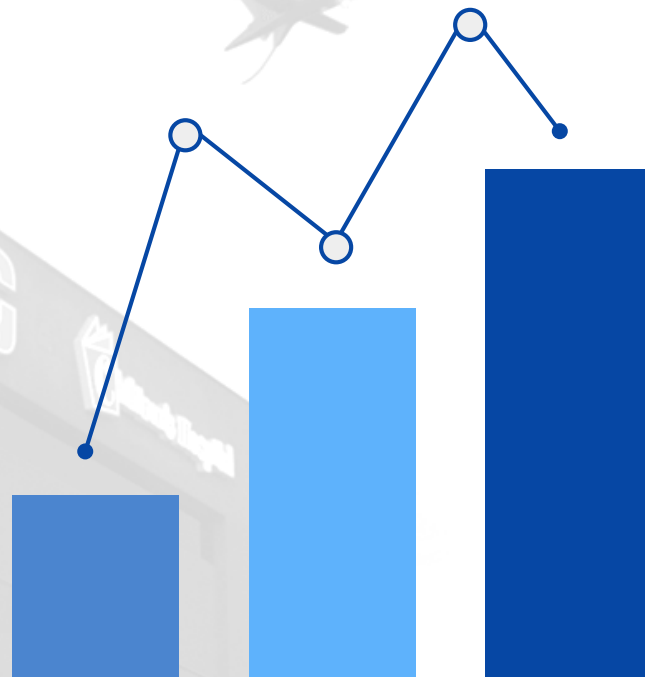
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# February 2025 Financials

GB Meeting



# KEY INDICATORS FEB



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

# SUMMARY INCOME STATEMENT FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$87,233,249	\$81,276,846	\$5,956,403	7.33%	●
Net Patient Revenue as a % of Gross	19.61%	19.39%	0.22%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$82,810,458	\$80,527,655	(\$2,282,803)	(2.83%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$4,422,791	\$749,191	\$3,673,600	490.34%	●
Add back: Depr & Amort.	\$3,932,617	\$3,820,549	(\$112,068)	(2.93%)	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$8,355,408	\$4,569,740	\$3,785,668	82.84%	●
Operating Margin (w/Depr & Amort.)	9.58%	5.62%	3.96%		



# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$698,695,209	\$671,359,826	\$27,335,383	4.07%	●
Net Patient Revenue as a % of Gross	18.47%	18.29%	0.18%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$706,088,137	\$677,785,822	(\$28,302,314)	(4.18%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$7,392,928)	(\$6,425,996)	(\$966,931)	(15.05%)	●
Add back: Depr & Amort.	\$32,780,896	\$32,231,293	(\$549,603)	(1.71%)	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$25,387,969	\$25,805,297	(\$417,328)	(1.62%)	●
Operating Margin (w/Depr & Amort.)	3.63%	3.84%	(0.21%)		

# SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$33,760,913	\$33,403,925	(\$356,988)	(1.07%)	●
Benefits	\$15,228,006	\$15,014,429	(\$213,577)	(1.42%)	●
Overtime	\$422,244	\$785,941	\$363,698	46.28%	●
Contract Labor	\$1,823,959	\$1,586,573	(\$237,386)	(14.96%)	●
<b>TOTAL</b>	<b>\$51,235,122</b>	<b>\$50,790,869</b>	<b>(\$444,253)</b>	<b>(0.87%)</b>	●

# EXPENSES FEB



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

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

<b>Issue:</b> <b>UMC Chief of Staff Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board receive an update from UMC’s Chief of Staff, Meena Vohra, MD; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from the Chief of Staff, Meena Vohra, MD.

Cleared for Agenda  
March 26, 2025

Agenda Item #

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## Chief of Staff Report

# Chief Of Staff Report

## Medical Staff Office Accomplishments

- On boarded UMC practitioners ( Anesthesia, Radiology, Hospitalists, ED)
- Change from LMC to Quest Laboratory Services
- Developing an onboarding program for Military Surgeons who will be working in Trauma
- Delineation of Privileges Revisions (added privileges for Da Vinci, streamlined DOPs, etc.)
- Department meetings have been reinstituted and ongoing – requiring 75% attendance
- Committee Meetings and Membership updated
- Brief Op Note/Op Note Compliance – work in progress- much room for improvement
- ECMO Program – 2024:
  - 75 total consults
  - VV - 12 patients / 13 runs
    - Survival to discharge 67%
  - VA - 15 patients / 16 runs
    - Survival to discharge 40%
- Transplant Program (FY 2024)
  - Evaluations – 387
  - Total Kidney Transplants – 182
  - Total Pancreas Transplants – 5
  - Patients Added to Waitlist - 228
- Behavioral Complaints – received over a hundred fifty; processed 100
- Doctors' Week – March 31 to April 4



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

<b>Issue:</b> <b>Kirk Kerkorian School of Medicine Dean’s Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>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></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
March 26, 2025

Agenda Item #

**20**

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive the CEO update.

Cleared for Agenda  
March 26, 2025

Agenda Item #

**21**

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda  
March 26, 2025

Agenda Item #

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