UMC Governing Board Meeting

Wednesday, April 30, 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

This meeting has been properly noticed and posted online at University Medical Center of Southern 1 H Y D G D ¶ V Z HE[ZZZ.UMCSN.com & O D U N & R X Q W \ ¶ V W Z H E V L W H D Q G W K H 1 H Y D G D Q R W L F H Z H E V L W H D W K W W S V]] Q R W L F H Q Y J R Y / D J H Q G D V , 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)

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANC E

INVOCATION

TRANQUILITY MOMENT

SECTION 2: CONSENT ITEMS

SECTION 3: BUSINESS ITEMS

SECTION 4: EMERGING ISSUES

SECTION 5: CLOSED SESSION

COMMENTS BY THE GENERAL PUBLIC

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

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. - FOUR (4) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE AVAILABLE (PHONE: 702-7949).

University Medical Center of Southern Nevada
Governing Board Meeting
March 26, 2025

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CALL TO ORDER

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COMMENTS BY THE GENERAL PUBLIC :

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UNIVESIT MEICA CENTE SUTHEN NEVAA
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AGENA ITEM

Petitioner
ecommendation That the Governing Board a pprove the April 2025 Medical and ental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authoried by the Medical Executive Committee (MEC) on April 22 , 2025 and tae action as deemed appropriate . (or possible action)

ISCA IMPACT

BACGUN

Date: April 23 , 2025
To: Governing Board
From: Credentials Committee
Subject: April 17 , 2025 Credentialing Activities

I [redacted]

I [redacted]

A [redacted]

	Ayubi	Farhan	D.O.	[redacted] - [redacted]	Surgery/Vascular Surgery	Nevada Heart and Vascular Center	CAT.
	Blac	Donald	M.D.	[redacted] - [redacted]	Radiology	UMC Radiology	CAT.
	DeSilva	Sean	M.D.	[redacted] - [redacted]	Radiology	Medicus Healthcare Solutions	CAT.
	Foord	Aimee	D.O.	[redacted] - [redacted]	Pediatric Hem/Onc	Cure The Kids Foundation	CAT.
	Hsieh	Geoffrey	M.D.	[redacted] - [redacted]	OB GYN	Womens Cancer Center	CAT.
	Kadir	Nasibo	M.D.	[redacted] - [redacted]	Medicine/Internal Medicine	UMC Hospitalists	CAT.
	Ko	Pin-Yi	M.D.	[redacted] - [redacted]	Pediatric Teleneurology	Pediatri Medical Group	CAT.
	Lasy	Joseph	M.D.	[redacted] - [redacted]	Pediatric Hem/Onc	Cure The Kids Foundation	CAT.
	Nouaime	Georgina	M.D.	[redacted] - [redacted]	Medicine/Internal Medicine	UMC Hospitalists	CAT.
	Singh	Amar	M.D.	[redacted] - [redacted]	Family Medicine	Comprehensive Wound Care	CAT.
	Singla	Rohit	M.D.	[redacted] - [redacted]	Radiology	Medicus Healthcare Solutions	CAT.

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	Ab arullah	Syed	M.D.	[redacted] - [redacted]	Medicine/Pulmonary Medicine/Respiratory Care	Active Membership and Privileges to [redacted]	Pulmonary Associates	CAT.
	Alhaidari	Haider	M.D.	[redacted] - [redacted]	Medicine/Internal Medicine	Active Membership and Privileges to [redacted]	Pioneer Health Care	CAT.
	Asambad	Ekaterine	M.D.	[redacted] - [redacted]	Medicine/Internal Medicine	Active Membership and Privileges to [redacted]	UMC Hospitalists	CAT.

	Baydoun	Jamie	M.D.	-	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine	CAT.
	Botla	Venugopal	M.D.	-	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada	CAT.
	Chu	Ma Aileen Grace	APRN	-	Medicine/Internal Medicine	APP Initial FPPE Privileges	Pioneer Health Care	CAT.
	Colangione	David	M.D.	-	Surgery/General Surgery/Trauma Surgery	Affiliate on Leave of Absence	Mi O allaghan Military Medical Center	CAT.
	Daria	Mary Kristine	APRN	-	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists	CAT.
	Esguerra	Elaine	APRN	-	Ambulatory Care/Primary Care	APP Active Independent Membership and Privileges	UMC-Peccole Ranch Primary Care	CAT.
	Farhangnead	Farn	M.D.	-	Medicine/Physical Medicine/Rehabilitation	Affiliate Membership and Privileges	Farn Farhangnead MD PC	CAT.
	Farhat	Arhama	M.D.	-	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	CAT.
	Fin	Kelly	APRN	-	Ambulatory Care/ ic Care/APP Medicine Psychiatry	APP Active Independent Membership and Privileges	UMC-Enterprise ic Care	CAT.
	Frani	Ian Adrian	M.D.	-	Medicine/Infectious Disease	Affiliate Membership and Privileges	UMC Epidemiology	CAT.
	Galindo	Alvaro	M.D.	-	Pediatrics	Affiliate Membership and Privileges	Children Heart Center Nevada	CAT.
	Gonwa	Mar	M.D.	-	Radiology	Affiliate Initial FPPE Membership and Privileges	Medicus Healthcare Solutions	CAT.
	Guillermo	Glen	M.D.	-	Emergency Medicine/Adult Emergency Medicine/ Trauma Emergency	Active Membership and Privileges to A M g	UMC Emergency Medicine	CAT.

	Hu	Anderson	D.O.	[redacted] - [redacted]	Anesthesiology	Active Membership and Privileges	UMC Anesthesia	CAT.
	Hugg	Nathan	APRN	[redacted] - [redacted]	Medicine/Nephrology	APP Independent Membership and Privileges	Kidney Specialists of Southern Nevada	CAT.
	Hughes	Jonathan	D.O.	[redacted] - [redacted]	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	CAT.
	Huynh	Eric	M.D.	[redacted] - [redacted]	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	CAT.
	Ioanitoaia-Chaudhry	Iulia	M.D.	[redacted] - [redacted]	Ambulatory Care/[redacted]ic Care	Affiliate Membership and Privileges	UMC-Centennial [redacted]ic Care	CAT.
	Jain	Gaurav	M.D.	[redacted] - [redacted]	Medicine/Nephrology	Active Membership and Privileges to [redacted]	Kidney Specialists of Southern Nevada	CAT.
	Javier	Solomon	M.D.	[redacted] - [redacted]	Ambulatory Care/[redacted]ic Care/Family Medicine	Active Membership and Privileges	UMC-Nellis [redacted]ic Care	CAT.
	Kairamonda	Supriya	M.D.	[redacted] - [redacted]	Medicine/Neurology	Affiliate Membership and Privileges	Stroke and Neurology Specialists	CAT.
	Kantor	Samuel	M.D.	[redacted] - [redacted]	Medicine/Nephrology	Active Membership and Privileges	NKDHC PLLC	CAT.
	Kersey	John	DDS	[redacted] - [redacted]	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	UNLV School of Dental Medicine	CAT.
	Keshava-Prasad	Holavanahalli	M.D.	[redacted] - [redacted]	Medicine/Hematology/Oncology	Active Membership and Privileges to [redacted]	Comprehensive Cancer Centers of Nevada	CAT.
	Kothari	Priya	M.D.	[redacted] - [redacted]	Ambulatory Care/[redacted]ic Care	Active Membership and Privileges	UMC-Peccole Ranch [redacted]ic Care	CAT.
	Kubia	Eri	M.D.	[redacted] - [redacted]	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Ortho	Active Membership and Privileges	UMC Orthopedic & Spine Institute	CAT.
	Lee	Fran	D.O.	[redacted] - [redacted]	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Physicians	CAT.

	Li	Charles	M.D.	-	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	CAT.
	Ma ed	Mir	M.D.	-	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	CAT.
	Matheson	Ma	PAC	-	Emergency Medicine	APP Dependent Privileges	UMC Emergency Medicine	CAT.
	Mills	LaDonna	APRN	-	Medicine/Nephrology	APP Active Independent Membership and Privileges	Kidney Specialists of Southern Nevada	CAT.
	Mitchell	Thomas	M.D.	-	Surgery/General Surgery & Trauma Burn & Trauma Critical Care	Affiliate Membership and Privileges	UNLV Medicine	CAT.
	Nagy	Aurang b	M.D.	-	Neurosurgery	Affiliate Membership and Privileges to &	Nevada Brain and Spine	CAT.
	Na	aid	M.D.	-	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	CAT.
	Nath	Mano	M.D.	-	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists	CAT.
	Nguyen-Le	Trang	D.O.	-	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC	CAT.
	Poling	James	D.O.	-	Surgery/General Surgery	Affiliate Membership and Privileges	Office of Military Medicine	CAT.
	eada	Yarini	M.D.	-	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Medicine	CAT.
	Rimer	Ryan	M.D.	-	Radiology	Affiliate Membership and Privileges	UMC Radiology	CAT.
	Roberts	Donald	M.D.	-	Obstetrics and Gynecology	Affiliate Membership and Privileges	Desert Perinatal Associates	CAT.
	Samant	Ameya	M.D.	-	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine	CAT.

	Shen	Leslie	PAC	-	Emergency Medicine/Adult Emergency Medicine	APP Dependent Privileges	UMC Emergency Medicine	CAT.
	Shua	Amir	M.D.	-	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care	CAT.
	Siddi i	Perve	M.D.	-	Radiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions	CAT.
	Torres	John Ray	APRN	-	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists	CAT.
	to	Alan	M.D.	-	Family Medicine	Active Membership and Privileges	UMC Hospitalists	CAT.

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	Baydoun	Jamie	M.D.	-	Emergency Medicine/Adult Emergency Medicine	Telemedicine
	Chu	Ma Aileen Grace	APRN	-	Medicine/Internal Medicine	** Cleanse and debride wounds suture lacerations remove sutures and staples. **Perform venipuncture. **Apply and remove orthopaedic splints casts and traction.
	Colangione	David	M.D.	-	Surgery/General Surgery/Trauma Surgery	: Percutaneous Tracheostomy
	Daria	Mary Kristine	APRN	-	Medicine/Internal Medicine	: **Cleanse and debride wounds suture lacerations remove sutures and staples **Perform venipuncture.
	Fin	Kelly	APRN	-	Ambulatory Care/ ic Care/APP Medicine Psychiatry	S: ** Uncomplicated Dislocations ** Uncomplicated E ision of Ingrown Toenail (
	Frani	Ian Adrian	M.D.	-	Medicine/Infectious Disease	Internal Medicine

	Galindo	Alvaro	M.D.	-	Pediatrics	** Angioplasty (pulmonary artery and veins aortic peripheral) ** Atrial Septostomy ** Balloon Valvuloplasty ** Coil Embolization ** PDA Device Closures
	Ioanitoaia-Chaudhry	Iulia	M.D.	-	Ambulatory Care/ic Care	: ** Management of Eyelid Lesions Minor and Non-Surgical ** Uncomplicated Dislocations
	Javier	Solomon	M.D.	-	Ambulatory Care/ic Care/Family Medicine	: Family Medicine DOP
	Kairamonda	Supriya	M.D.	-	Medicine/Neurology	Botulismotoxin injections
	Kantor	Samuel	M.D.	-	Medicine/Nephrology	Total Parenteral Nutrition (TPN)
	Mitchell	Thomas	M.D.	-	Surgery/General Surgery & Trauma Burn & Trauma Critical Care	* Telemedicine ( ) ** ( ) Telemedicine ** Burn Care no admit Ambulatory ** Medicine Outpatient Services Only
	Nagy	Aurangzeb	M.D.	-	Neurosurgery	: All privileges : Refer & Follow
	Neda	Yarini	M.D.	-	OB GYN	* Hysterectomies ** Simple: Vaginal and Abdominal ** Vaginectomies ** Vulvectomies ** Repairs of Vesicovaginal Fistulas with: ** Primary Closure ** Secondary Closures Using Interposition of Autologous Tissue(s) such as Omentum and Bulbocavernosus Muscle ** Cystomies ** Cystoscopies ** Acute Intraoperative Bleeding ** Injuries to Bladder Ureters Vessels Nerves Bowel and any other intra-abdominal organ - Advanced Pelvic Support Surgery with or without use of mesh product & Abdominal

D

	Altshuler	Paulina	D.O.	Obstetrics and Gynecology	Modification of Privilege: : Cystotomies
	Arino	Jose	M.D.	Medicine/Cardiology	Modification of Privilege: : Percutaneous Coronary Atherectomy
	Dossa	Zahra	D.O.	Medicine/Internal Medicine Ambulatory Care/Medical Care	Modification of Privilege: : Ambulatory Care/Medical Care
	Dugan	Mary	M.D.	Pediatric Critical Care	Modification of Privilege: : Nitrous Oxide Sedation
	Kashtan	Harris	M.D.	Surgery/General Surgery	Modification of Privilege- (In Office) Deep Sedation
	Louis	Alvancin	M.D.	Surgery/Cardiovascular/Thoracic Surgery	Modification of Privileges- * Moderate Sedation ** Vascular Procedures

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	Caraballo	Girah	CRNA	Anesthesiology	Extend Initial FPPE through October due to being unable to provide cases.
	Navarre	Brittany	M.D.	Pediatrics	Extend Initial FPPE through October due to being unable to provide cases.
	Patel	Rebecca	M.D.	Medicine/PMR	Extend Initial FPPE through October due to being unable to provide cases.
	Russon	Adam	D.O.	Surgery/Urology	Extend Initial FPPE through October due to being unable to provide cases.
	Trieu	Janson	M.D.	Medicine Hematology Oncology	Extend Initial FPPE through October due to being unable to provide cases.
	Vanderveer	Seth	M.D.	Medicine/Rheumatology	Extend Initial FPPE through October due to being unable to provide cases.

F : DEPARTMENT PRIVIEGE

	Altshuler	Paulina	D.O.	Obstetrics and Gynecology	Extension of Initial FPPE: Obstetrics and Gynecology: Resection of Uterine Septum or Myoma and Hysterectomies through October due to not being able to provide cases.
	Rimer	Ryan	M.D.	Radiology	Extension of Initial FPPE for Endovascular Protheis: Repair of Aortic Aneurysm (AAA) through October due to not being able to provide cases.

G [redacted]

☐	Ali	Ahmed	M.D.	Internal Medicine	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Arita	Adam	M.D.	Anesthesiology	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Blood	Sara	APRN	Radiology	Change in Staff Status- Release from APP Initial FPPE Privileges to [redacted]
☐	Brochert	Adam	M.D.	Radiology	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Bryant	Nicholas	P.A.	Radiology	Change in Staff Status t Release from APP Initial FPPE Membership and Privileges to [redacted] es- Completion of FPPE
☐	Cedeno-Mendoza	Ricardo	M.D.	Infectious Disease	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Chen	Caitlin	D.O.	Medicine/Psychiatry	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Hunter	Craig	D.O.	Surgery/Urology	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Kim	Andrew	M.D	Pediatrics / Tele-neurology	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Kramer	David	D.O.	Medicine	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE ([redacted])
☐	Lee	Diana	M.D.	Internal Medicine	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Luong	Robert	M.D.	Internal Medicine	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Lythgoe	Stacey	APRN	Medicine/Hematology Oncology	Change in Staff Status- Release from APP Initial FPPE Privileges to [redacted] -Completion of FPPE
☐	Mahani	Sahar	M.D.	Medicine Internal Medicine	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE
☐	Olorn	Lubia	APRN	Medicine/Nephrology	Change in Staff Status- Release from APP Initial FPPE Privileges to [redacted] -Completion of FPPE
☐	Prabhu	Angeline	M.D.	Infectious Disease	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to [redacted] -Completion of FPPE

	Pulido	Odessa	D.O.	Surgery/General Surgery/Trauma/Trauma Critical Care	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to Full -Completion of FPPE
	Ricana	Byron	APRN	Medicine/Internal Medicine	Change in Staff Status- Release from APP Initial FPPE Privileges to Full -Completion of FPPE
	Villarama	Joseph	APRN	Medicine/Internal Medicine	Change in Staff Status- Release from APP Initial FPPE Privileges to Full -Completion of FPPE
	Walden	Michael	M.D.	Radiology	Change in Staff Status- Release from Affiliate Initial FPPE Membership and Privileges to Full -Completion of FPPE
	Watters	Peter	PAC	Internal Medicine & Emergency Medicine	Change in Staff Status t Release from APP Initial FPPE Membership and Privileges to Full - Completion of FPPE

H COMPLETION OF FPPE: NEW DEPARTMENT PRIVILEGES

	Adlaon	Ronald	APRN	Ambulatory Care & General Surgery	Completion of FPPE-Department: New Department: General Surgery (Burn Care)
	Altshuler	Paulina	D.O.	Obstetrics and Gynecology	Completion of FPPE-Privileges: **Da Vinci Robotic ** Total Laparoscopic Hysterectomy with/without Salpingo-oophorectomy or Laparoscopic Assisted Vaginal Hysterectomy with or without Salpingo-oohorectomy ** Cystoscopies.
	Brown	Emily	APRN	Ambulatory Care	Completion of FPPE-Privilege: Pediatric Family Medicine
	Marchand	Arturo	M.D.	Medicine/Cardiology	Completion of FPPE-Privilege: Invasive Cardiology
	Martine	Stephanie	M.D.	Surgery & Trauma Burn	Completion of FPPE-Privilege: Laser CO (Full)
	Ridder	David	M.D.	Trauma/Surgery Critical Care	Completion of FPPE-New Department: General Surgery
	St Hill	Charles	M.D.	General Surgery	Completion of FPPE-Privilege: Nervous System
	nen	Elena	M.D.	Obstetrics & Gynecology // Family Medicine	Completion of FPPE-Privileges: Full : ** Premature labor at less than or eal to wees ** Severe preeclampsia ** Tubal Ligation Culdocentesis ** Amniocentesis ** Loop electrosurgical ecision procedures ** Transcervical balloon tuboplasty ** Use of the laparoscope

I [redacted] - [redacted]

[redacted]	**Bergin**	**Samuel**	**M.D.**	**Emergency Medicine/Adult Emergency Medicine**	**UMC Emergency Medicine**
[redacted]	**Colangione**	**David**	**M.D.**	**Surgery/General Surgery**	**UNLV Health General Surgery**
[redacted]	**Pruangarn**	**Susanna**	**APRN**	**Medicine/Pulmonary/Respiratory Care**	**Mike O'Callaghan Military Medical Center**

J [redacted]

[redacted]	**Cabanit**	**Kristian**	**APRN**	**Family Medicine**	**Platinum Hospitalists**	**[redacted] -Day Notice - Voluntary Resignation**
[redacted]	**Calvillo**	**Gloria**	**PAC**	**Family Medicine**	**Mike O'Callaghan Military Medical Center**	**Remove from Staff- no longer rotating**
[redacted]	**Chen**	**Cliff**	**D.O.**	**Ambulatory Care/[redacted]ic[redacted] Care**	**UMC-Centennial [redacted]ic[redacted]Care**	**Voluntary Resignation-Relocating**
[redacted]	**Cheng**	**Whay-Yih**	**D.O.**	**Family Medicine**	**Military Rotator**	**Voluntary Resignation**
[redacted]	**Choi**	**Min**	**APRN**	**Medicine/Internal Medicine**	**Mike O'Callagham Military Medical Center**	**Resignation - Military Rotator Effective [redacted]**
[redacted]	**Dahlberg**	**Kimberly**	**PAC**	**Surgery/Neurosurgery**	**The Spine & Brain Institute**	**No longer practicing at UMC[redacted] re[redacted]ested voluntary resignation**
[redacted]	**Dodds**	**Janine**	**M.D.**	**Radiology/Teleradiology**	**Medicus Healthcare Solutions**	**Voluntary Resignation**
[redacted]	**Durstein**	**Hillary**	**APRN**	**Surgery/Urology**	**Las Vegas Urology**	**[redacted] -Day Notice - Voluntary Resignation**
[redacted]	**Garcia**	**Olga**	**D.O.**	**Surgery/General Surgery**	**UNLV Medicine**	**Resignation: Leaving the Military**
[redacted]	**Hofstede**	**Jason**	**D.O.**	**Family Medicine**	**Mike O'Callaghan Military Hospital**	**Resignation: Military Rotator**
[redacted]	**Moseley**	**Daniel**	**M.D.**	**Anesthesiology**	**Office of Military Medicine**	**Resignation: Military Rotator effective [redacted]**
[redacted]	**Nguyen**	**Holly**	**D.O.**	**Ambulatory Care/[redacted]ic[redacted] Care**	**UMC - Centennial [redacted]ic[redacted]Care**	**Resignation - Other wor[redacted] obligations**
[redacted]	**Nielson**	**Frederic[redacted]**	**M.D.**	**Family Medicine**	**Mike O'Callaghan Military Medical Center**	**Resignation - Military Rotator**
[redacted]	**Osborn**	**Corey**	**PAC**	**Emergency Medicine**	**Office of Military Medicine**	**Military Emergency Med Fellow//Graduated March [redacted] [redacted]/Rotator after Graduation**
[redacted]	**Patel**	**Nisha**	**M.D.**	**Internal Medicine**	**Pioneer Healthcare**	**Resignation - Out of state training.**

	Shockley	Ronald	M.D.	Infectious Disease	Infectious Disease Partners of Nevada	Remove from Staff- Failure to complete Initial FPPE
	Wan	WingYee	M.D.	Medicine	Mike O'Callaghan Military Medical Center	Resignation - Military Rotator (Rotation completed not returning)
	Wern	Anna Aleli	APRN	Family Medicine	Platinum Hospitalists	Resignation: Resignation letter sent - effective [illegible]

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	Handa	Rahul	M.D.	Surgery/Cardiovascular/Thoracic Surgery
	Serbouse	Thomas	M.D.	Ambulatory Care/Medical Care

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etitioner **Mason VanHoueling , Chief Eecutive Officer**	*ler e*
ecoenation *at te oernin oar ap proe te linical alit an roessional airs oittees recoenation or approal o te olic an roce res oittees actiities ro its eetins el on Febrar an arc an tae action as eee appropriate* (For possible action)	

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None

At theirmeeting held on February, 202, t he Clinical Quality and Professional Affairs Committee revieed and approvedthe UMC Policies and Procedures Commtee's activities of February 5, 2025 March 5, 2025, including the recommended creation, revision, andor retirement of UMC policies and proceduresand recommend for approval by the Governing Board.

Clearedfor Agenda
April 0 , 2025

Agenda Item #

February 5, 2024 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 4 Approved, 13 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Handling of Deceased Patients	Revised	Approved as Submitted	Modifications made to template; formatted and edited language; added references to other pertinent UMC policies/procedures. Vetted by CQPS and Public Safety.
Quality Management System: 2025 Quality Assurance and Performance Improvement Program Plan (QAPI)	Revised	Approved as Submitted	Updated to align to annual organizational and Governing Board QAPI Priorities; Revised reporting schedule due to leadership changes and changes to registry deadlines. Vetted by Quality, Patient Safety, & Regulatory Officer; Chair of Hospital Quality and Safety Committee.
Restraints	Revised	Approved as Submitted	Updated to include mandatory reporting of denial of rights. Vetted by CQPS.
Qualifications for Hire for Clinical Areas	Revised	Approved as Submitted	Added Case Management, MERT, Infusion and BCT qualification language. Vetted by Case Management Director, ACNO.
Pediatric Cervical Spine Imaging	New	Approved as Submitted	New guideline. Vetted by Pediatric Department.
Blood Transfusion Guidelines, Neonatal and Pediatric	Revised	Approved as Submitted	Reviewed and updated a few dosages. Removed using blood warmer for administering PRBC s. Vetted by Neo and NNP Managers.
Late Patient Arrival	Revised	Approved as Submitted	Scheduled review. No changes to guideline. Vetted by Ambulatory Clinical and Primary Care Medical Directors.
Ambulatory Care Scanning/Importing	Revised	Approved as Submitted	Changed 2cii for update in protocol. Vetted by Director of Ambulatory Patient Access Services and Executive Director PAS & Ambulatory Care.
Patient Identification	Revised	Approved as Submitted	Verbiage to clarify the patient involvement in the patient identification policy, including that the patient will verbally state their full name and DOB whenever possible; added distribution of patient diets to examples of when the patient identification process must occur. Vetted by Director of Patient Safety.
Patient Safety Plan	Revised	Approved as Submitted	Reviewed. Added DNV Patient Safety Systems chapter as reference; minor grammatical changes. Vetted by Director of Patient Safety.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Directory of Hospital Patients	Revised	Approved as Submitted	Changed scope to Hospital-wide. Purpose Statement shortened to make it more concise. Added promote patient and staff safety to the Policy Statement. Added UMC workforce and changes hospital to facility in the first bullet of the UMC Imposed Directory Restrictions section. Added NFP and Workforce member to the Definitions section. Vetted by Administrative Services, Patient Access Services, Patient Experience, and Patient Safety.
PHI Disclosures for Health Oversight Activities	Revised	Approved as Submitted	Added language to the procedure, reference, and definitions sections referencing the HIPAA Support of Reproductive Health Care Privacy policy and defining reproductive health care in order to align the policy with updated HIPAA rules concerning uses and disclosures of PHI containing reproductive health care information. Vetted by Privacy Officer.
PHI Disclosures for Law Enforcement	Revised	Approved as Submitted	Minor formatting changes completed. Added language to the procedure and definitions sections referencing the HIPAA Support of Reproductive Health Care Privacy policy and defining reproductive health care in order to align the policy with updated HIPAA rules concerning uses and disclosures of PHI containing reproductive health care information. Pg. 3, 2nd paragraph, 2nd sentence under Disclosures to Avert a Serious Threat to Health or Safety: Paragraph was separated changed to bullets. is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat. Pg. 4 heading Court Order & Grand Jury Subpoenas change to Court Order & Grand Jury Subpoenas Served by Law Enforcement. Pg. 4 heading Patient Authorized Disclosures changed to Law Enforcement Disclosure Request Accompanied by a Patient Authorization.
PHI Disclosures for Other Specialized Activities	Revised	Approved as Submitted	Minor formatting changes made. Added language to the Disclosures to Coroners or Medical Examiners and Reference sections to reference HIPAA Support of Reproductive Health Care Privacy policy to align with updated HIPAA rules concerning uses and disclosures of PHI containing reproductive health care. Vetted by Privacy Officer.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Provider Charge Changes Process	New	Approved as Submitted	New policy, vetted by HIM Director and CFO.
Adult ICU – Bedside Percutaneous Tracheostomy Performed in Intensive Care Unit (ICU PT)	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Critical Care Services, Dr. Arthur Romero and ACNO.
Productivity and Quality Monitoring	Revised	Approved as Submitted	Updates to department policy for measuring productivity and quality benchmarks, added Remote Work Program. Vetted by Assistant Director, Patient Accounting, Patient Accounting Managers and Director Patient Accounting.
Settlement Check Processing	Revised	Approved as Submitted	Scheduled review, updates to current process. Transfer to current template. Vetted by Assistant Director Patient Accounting, Patient Account Manager, Patient Accounting and Director Patient Accounting.
Mail -Incoming	Revised	Approved as Submitted	Update to current process. Update to new template. Vetted by Assistant Director, Patient Accounting, Patient Account Manager, Patient Accounting and Director, Patient Accounting.
Trauma Response Team – Social Services	Revised	Approved as Submitted	Transcribed to updated format. Changed verbiage to on- call Case Management leader from Social Service Director . Vetted by Trauma Program Manager, Clinical Director Critical Care Services, Assistant Director Case Management and ACNO.
Trauma Response Team – Trauma Physician Team Leader	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Trauma Clinical Manager, Clinical Director Critical Care Services and ACNO.
Adult Massive Transfusion	Revised	Approved as Submitted	Updated to current practice. Vetted by Trauma Team.
Adult Whole Blood Massive Transfusion Guideline in Trauma Patients	Revised	Approved as Submitted	Scheduled review and added Adult Rh+ Females age 18 49 to Guideline. Vetted by Trauma Program Manager.
Treatment Guidelines for Orthopaedic Inuries	Revised	Approved as Submitted	Reviewed and approved as revised by Chief and Vice-Chief of Trauma Surgery, and Dr. Abby Howenstein, Orthopaedic Surgery.
Hazardous Material and Waste Spill Response	Revised	Approved with Revisions	Policy re-write to add content specific to large spill response with removal of spill team and adding definitions. Updated to match Code Orange policy and clarify EVS responsibilities. Added references. Review of policy for addition to the Emergency Operations Plan for 2025.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Vetted by Safety Manager and Emergency Preparedness Coordinator.
Personal Use Items	Revised	Approved as Submitted	Reviewed for changes to appliance usage in business occupancy. Vetted by Safety Program Manager.
Bed Bug	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Infection Control and Medical Director Infectious Disease Services.
Bloodborne Pathogen Exposure Control Plan (ECP)	Revised	Approved as Submitted	Yearly review minimal changes grammar and formatting; no content change. Vetted by Director of Infection Prevention/Control and Medical Director Inpatient & Outpatient Infectious Disease Services.
Disposable and Reusable Curtain Removal/Replacement	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of EVS, Director of Infection Control and Executive Director of Support Services.
Employee Assistance Program	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Human Resources Director and Chief Human Resources Officer.
idney Donor Profile Index (DPI) 85	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
Transplant Scope of Services	Revised	Approved as Submitted	Removed kidney due to doing both kidney and pancreas. Removed Pediatric and Adolescent. Removed top diagnoses. Added advanced provider. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
Center for Transplantatio n Cost Finding; Time & Motion	Revised	Approved as Submitted	Reviewed and updated hyperlinks. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
Transplant - Grievance Policy	Revised	Approved as Submitted	Updated Grievance/Complaint notification. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
Scheduling For Testing At The HLA Laboratory	Revised	Approved as Submitted	Updated method of report/forms transmission. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
United Network of Organ Sharing (UNOS) Membership	Revised	Approved as Submitted	Updated OPTN Bylaws edition. Vetted by Quality & PI Coordinator Transplant and Transplant Services Director.
Medical Record (Legal)	Revised	Approved as Submitted	Updated HIM personnel titles and revised definitions. Vetted by HIM Manager, Director of HIM and CFO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Controlled Substances: Inter-facility Transport of the Critically Ill Patient	Revised	Approved as Submitted	Included requirement to name the Critical Care Transport Company in MAR comment for record keeping. Reworded uninstalled to new/ unopened to be more clear.
Adult Pneumococcal/Influenza Vaccination Standing Order	Revised	Approved as Submitted	Updated screening age to align with CDC/APIC recommendations. Vetted by Director of Pharmacy.
Wellness Center -Human Immunodeficiency Virus (HIV) Screening Guidelines	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Ambulatory Clinical Manager/Wellness, Medical Director Wellness and Executive Director PAS & Ambulatory Care.
On Call Physician	Revised	Approved as Submitted	#12, letter b Second Offense will result to loss of stipend, and a letter of reprimand, which may include consequence(s) approved by the MEC. #15 added a timeframe of within seven days for the one time follow up evaluation following the emergency department visit. Vetted by Director of Medical Staff.
Medical Staff Professional Code of Conduct	Revised	Approved with Revisions	Updated Procedure: Letter A. Reporting - In the event that an incident is reported to a leader, that leader may enter the report in the Incident Tracking System instead of having the Medical Staff Office enter the report as previously stated. Letter B Validation of Reported Incident: 1 b streamlined the process of sending letters of inquiry to match practice. Letter D Management of Inappropriate Conduct and Disruptive Behavior by UMC Medical Staff Leaders, #s 3 and 4 - streamlined the processes to match practice. Vetted by Director of Medical Staff, COS and Legal.
Outpatient Infusion Clinic Protocol	New	Approved as Submitted	New Protocol. Added References and Adds under bucket point For Severs Allergic Reactions. Vetted by Pharmacy and Director of Clinical Support Services.
Infant Safe Sleep	Revised	Approved as Submitted	Updated references and added detailed educational elements. Vetted by Perinatal Manager and Perinatal Educator.
Hypertensive Disorders of Pregnancy (Gestational Hypertension/Preeclampsia/ Eclampsia)	Revised	Approved with Revisions	Updated magnesium sulfate ranges and references. Added "per Licensed Practitioner order" where administration of medications is described. Vetted by Perinatal Clinical Manager and OBGYN Chief.
NICU/PICU - Extubations	Revised	Approved as Submitted	No substantive changes. Added NICU to purpose section of policy as it was not previously included. Added language to indicate

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			RT must document assessment findings and extubation date and time in EMR. Vetted by Director Respiratory Services.
NICU / PICU – Surfactant Replacement	Revised	Approved as Submitted	Reviewed. No changes to policy. Vetted by Director of Respiratory Services.
Personnel Managing the Ventilator	Revised	Approved as Submitted	Reviewed and updated to reflect current practice. Incorporated language regarding military personnel. Vetted by Director of Respiratory Services.
Respiratory – Medical Director Responsibilities & Qualifications	Revised	Approved as Submitted	Reviewed. No substantive changes. Added language about participating in accreditation or regulatory surveys. Vetted by Director of Respiratory Services.
NICU/PICU – Bio-Medical MVP-10 Neonatal / Transport Ventilator	Revised	Approved as Submitted	Reviewed. No substantive changes. Vetted by Director of Respiratory Services.
Respiratory – Non-Invasive Ventilation	Revised	Approved as Submitted	Reviewed. Updated to language clarification. Also inserted FiO2 requirements for ICU placement. Vetted by Director of Respiratory Services.
Respiratory – Securing and Care of the Endotracheal Tube	Revised	Approved as Submitted	Reviewed. Updated to reflect commercial ETT holder vs referencing a specific device. Clarified healthcare provider will be an RT. Updated to reflect commercial ETT holder vs referencing a specific device. Clarified healthcare provider will be an RT. Vetted by Director of Respiratory Services.
Respiratory Lab – Validation Protocol	Revised	Approved as Submitted	Reviewed. No updates required. Adheres to CAP standards. Vetted by Director of Respiratory Services.
Respiratory - Infection Control Guidelines	Revised	Approved as Submitted	Reviewed. No updated required. Vetted by Director of Respiratory Services.
Respiratory – The Use and Management of Oxygen	Revised	Approved as Submitted	Reviewed. Updated to reflect need for titration within order set. Vetted by Director of Respiratory Services.
Revital-Ox RESERT High Level Disinfectant	New	Approved as Submitted	New policy. Vetted by Director of Peri-Operative Service, Endoscopy CN and Director of Infection Prevention/Control.
Code Black – Bomb Threat	Revised	Approved as Submitted	Revised purpose and policy. Updated procedure and notification format, streamlining both for clearer procedure flow. Added use of UMC Emergency Preparedness & Response Quick Reference and checklist. Vetted by Public Safety Office Supervisor.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Code Orange	Revised	Approved with Revisions	Updated purpose and policy. Updated policy format. Removed UMC Spill Team listing. Updated reference policy title. Vetted by Public Safety Office Supervisor.
Medication Management: Administration and Monitoring	Revised	Approved as Submitted	New format; minor wording changes. Vetted by Director of Pharmacy.
PGR -10 Rotation Selection – Pharmacy Residency	Revised	Approved as Submitted	Updated rotations based upon current availability. Updated nomenclature of rotations for consistency. Vetted by Director of Pharmacy.

March 5, 202 4 Hospital Policy / Procedure Committee

Total of 66 Approved, 1 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
EMTALA			
Kangaroo Care			
Infant Massage			
Thermoregulation for Neonates			
Naso -Jejunal Feedings			
Alternative Feeding Methods for the Breastfed Infant			
Induced Hypothermia for Neonatal Encephalopathy			
Respiratory - NICU/PICU - RAM Cannula Device			
Respiratory - Disaster Notification Plan			
NICU / PICU – Infant T -Piece Resuscitator Devices			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
NICU / PICU – SVN and Oxygen Criteria for Patients Admitted to Pediatric Med/Surg Unit			
NICU / PICU – Chest Physiotherapy			
NICU / PICU – Nasal / Bubble CPAP			
NICU / PICU – Respiratory Coverage for Labor and Delivery			
NICU / PICU – Life Pulse High Frequency Jet Ventilator			
Respiratory – Cardiopulmonary Exercise Testing			
Discontinuation of Acute Care Therapy Services			
Rehab - Staffing and Productivity			
Rehab – Patient Instructions			
Rehab Cross Training Mechanism			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Rehabilitation Services Organizational Chart/Emergency Call Tree			
Physical Therapy Assistant, Student and Provisional Licensee Supervision			
Anticoagulation Reversal			
Controlled Substances: Patient Controlled Analgesia (PCA)			
Medication Management: Security and Storage of Pharmaceuticals			
IV Room Air/Surface Testing & Remediation Procedures			
Maintenance and Use of Biological Sa fety Cabinet			
Protocol for Electrolyte Replacement in Adult Patients on Parenteral Nutrition			
Protocol for Thiamine Initiation Prior to the Start of Parenteral			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Nutrition in Adults at Risk for Refeeding Syndrome			
Drug Extravasation			
Medication Orders: Range, PRN, Multiple Routes and Medications ordered for the Same Indication			
Stress Ulcer Prophylaxis Stewardship			
IV-to-PO Conversions			
Renal Dosing			
Therapeutic Interchange			
PGR-01 Evaluation and Ranking of Pharmacy Residency Program Applicants			
Miscellaneous Medication Monitoring			
Pediatric Continuous Renal Replacement Therapy (CRRT) Procedures and Guideline			
Pediatric CRRT Citrate Anticoagulation			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Pediatric CRRT Nursing Management			
Capacity Management Plan			
Weight Calibration of Gurneys with Scales			
Ambulatory Critical Results Documentation and Reporting for Primary Care During Hours of Operation			
Malignant Hype rthermia			
Pre -Operative Pregnancy Test			
PAT Pre -Anesthesia High Risk Patient Screening Protocol			
Pre -Admission Testing and Preoperative Unit: Pre - Anesthesia			
Red Star Security Alert			
Patient Directed & Authorized Disclosures			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
General Information Privacy & Security Safeguards			
Court Order & Subpoena Disclosures of Protected Health Information (PHI)			
Written Workplace Safety Program			
Fire and Smoke Barrier Penetration			
Safety and Health During Construction			
Alternative Life Safety Measure (ALSM)			
Discharging Patients from the Adult Emergency Department			
Specimen Handling: Products of Conception			
Forensic Assault Patient Protocol			

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Guidelines for Burn and Anesthesia			
2025 Infection Prevention/Control Risk Assessment & Plan			
Oxytocin Administration for Induction and Augmentation of Labor			
Utilization Management Plan			
Standards of Basic Nursing Care - PICU			
Histology Gross Only Specimens			
Termination of Primary Care Relationship			
Cyber Security/Information Security			

Issue:	*Ratification of Seventh Amendment to the Primary Care Provider Group Services Agreement with OptumHealth Networks, Inc.*	*Back-up:*
Petitioner:	**Mason Van Houweling, Chief Executive Officer**	*Clerk Ref #*
Recommendation:		
That the Governing Board ratify the Amendment Seven to Primary Care Provider Group Services Agreement with OptumHealth Networks, Inc. for Managed Care Services ; or take action as deemed appropriate.		

Fiscal Impact

Fund Number: 80
Fund Center: 80
Description: Managed Care Services
Bid/RFP/CBE: NRS 332 – Insurance
Term: Amendment 7 – Extend from March 31, 2020 – June 30, 2020
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: NA

Background

On April 28, 2011 UMC entered into a Primary Care Physician Participation Agreement with LifePrint Health, Inc. dba OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from April 1, 2011 through March 31, 2012 unless terminated with a 60-day written notice to the other. Amendment One, effective April 1, 2014 extended the term for three (3) years through March 31, 2017 and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2016 updated the reimbursement schedules. Amendment Four, effective January 1, 2017 updated the reimbursement schedules. Amendment Five, effective April 1, 2017 extended the term for two (2) years through March 31, 2019 and updated the business name to Optum HealthNetworks, Inc. Amendment Six, effective January 1, 2018 added the Provider Group Performance Incentive Program which included quality performance measures and revised Exhibit C Compensation Schedule.

This request is to ratify an Amendment to the Agreement to extend the current expiration date for ninety days through June 30, 2020 while the parties negotiate new terms.

80 & ¶ Managed Care Director has reviewed and recommends ratification of this Amendment. This Amendment has been approved as to form by UMC ¶V 2IILFH RI *HQHUDO &RXQVHO

Cleared for Agenda
April 28, 2020

Agenda Item #
6

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 April 20 meeting and recommended for ratification by the Governing Board.

Amendment to the Participation Agreement

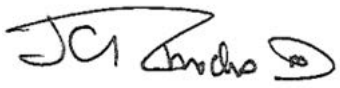
April 1, 2018

Optum ealth Networks, Inc. fka ifeprint ealth, Inc. **Provider**

April 1, 2025

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

Optum ealth Networks, Inc. fka ifeprint ealth, Inc.

Signature:		Signature:	
Print Name:	[illegible]	Print Name and Title:	Mason Van Houweling, CEO
Title:	[illegible]	Date:	03/31/2025
Date:	[illegible]	TIN:	8800043

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 niversity edical 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 A., contracts in which a public officer or employee has interestis 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 niversity edical Center of Southern Nevada. Failure to submit the reuested 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. f not applicable, write in N/A.

ndicate if the entity is an ndividual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. hen selecting Other, provide a description of the legal entity.

- - Any non-profit corporation, group, association, or corporation duly filed and registered as reuired by state law.

ndicate if the entity is a inority Owned Business Enterprise (BE), omen -Owned Business Enterprise (BE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), eteran Owned Business (ET), Disabled eteran Owned Business (DET), 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 owned and controlled by one or more minority persons of Black American, ispanic 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 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 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 ,,.***
- ☒ Veteran Owned Business Enterprise (VET): ***An independent and continuing Nevada business for profit which performs a commercially useful function and is at least percent owned and controlled by one or more .S. eterans.***
- ☒ Disabled Veteran Owned Business Enterprise (DVET): ***A Nevada business at least percent owned/controlled by a disabled veteran.***
- ☒ Emerging Small Business (ESB): ***Certified by the Nevada Governors Office of Economic Development effective anuary, . Approved into Nevada law during the th Legislative session as a result of AB.***

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

Enter the street address, telephone and fax numbers, and email of the named business entity.

f 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 .S. Postal Service, or a business license hanging address.

Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

(Not required for publicly -traded corporations)

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

n accordance with NRS A.., a public officer or employee shall not bid on or enter into a contract between a governmen t agency and any private business in which he has a significant financial interest, except as provided for in subsections , , and .

) ndicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a niversity edical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page for definition). f ES, 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.

Reuires signature of an authorized representative and the date signed.

f any individual members, partners, owners or principals of the business entity is presently a niversity edical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a niversity edical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

COU OF OCA

usiness ntity Type lease select one						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

usiness esination roup lease select all that apply						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

uber of Clar County eada esidents ployed:

Corporateusiness ntity ae:	Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)	
nclude d.b.a. if applicable	OptumCare	
treet Address:	N. Tenaya Way	*ebsite: .optu.co*
City tate and ip Code:	Las Vegas, NV	*OC ae :* Simone Cook, VP, Network and Contracting *ail:* simone.cookoptum.com
Telephone o:	(0) -	*Fa o:* () - -0
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All entities **with the ception of publicly-traded and non -profit organizations must list the names of individuals holding more than five percent () ownership or financial interest in the business entity appearing before the Board.**

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

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

Full Name	Title	Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Collaborative Care Holdings, LLC		00
OptumHealth Holdings, LLC		00
Optum, Inc.		00
United Healthcare Services, Inc.		00
UnitedHealth Group Incorporated		Publicly Traded

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

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

☐ Yes ☒ No **(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subect 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 . If no, please print N/A on Page .)**

I certify under penalty of perury, 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 echanges without the completed disclosure form.

JC1 Rhodes	ohn C. Rhodes, MD
Signature	Print Name
President CEO	April , 0
Title	Date

REVISED / /0

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ist any disclosures belo:
Mar A if not applicable.

AM OF U OCA	*AM OF UMC MOOFFCA A O TT*	*ATO TO UMC MOOFFCA*	*UMC MOOFFCA ATMT*
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 candidates first and second degree of blood relatives as follows:

- ☒ **Spouse Registered Domesti c 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

Issue:	*Amendments to the Clinical Data Base Services Statement of Work, Vizient Data Connector Services Statement of Work, and Patient Safety Organization Service Agreement with Vizient, Inc.*	*Background:*
Petitioner:	**Mason Van Houweling, Chief Executive Officer**	*Clerk's File #*
Recommendation:		

It is recommended that the Governing Board approve and authorize the Chief Executive Officer to sign the Amendments with Vizient, Inc. for Clinical Data Base Service, Vizient Data Connector, and Patient Safety Organization; or take such action as deemed appropriate.

Fiscal Impact:

Fund Number: 4300 Fund Name: UMC Operating Fund
Fund Center: 8000 Funded Pgm/Grant: N/A
Description: Quality Management Software and Patient Evaluation Services
Bid/RFP/SBE: NRS 332.115(1)(b) – Software Licenses
Term: Extend through December 31, 2020
Amount: Additional $87,000; Total aggregate $2,776,970
Out Clause: Budget Act Fiscal Fund Out

Background:

Since January 2011, UMC has had agreements with Vizient, Inc. (formerly known as UHC) for quality management software products and patient evaluation services. These services focus on analyzing patient safety events to improve patient safety and the quality of healthcare services, as mandated by the Patient Safety and Quality Improvement Act, and for processing CMS-required Core Measure data. To successfully report Core Measures, healthcare providers must adhere to strict CMS requirements for measuring healthcare quality. The Vizient product includes subscriptions for the Clinical Data Base, Resource Manager, Core Measures Reporting, Get With The Guidelines Data Analytics, and Data Connector Services. These tools will allow UMC to analyze clinical utilization data more effectively and expedite data collection to meet reporting obligations.

These Amendments request to extend the Clinical Data Base Services Statement of Work, Vizient Data Connector Services Statement of Work, and the Patient Safety Organization Service Agreement through December 31, 2020 and to increase the funding by an additional amount of $87,000.

Cleared for Agenda
April 9, 2020

Agenda Item #

7

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Amendments. These Amendments have E H H Q D S S U R Y H G D V W R I R U P E \ 8 0 & ¶ V 2 I I L F

These Amendments were reviewed by the Governing Board Audit and Finance Committee at the April 23, 2020 meeting and recommended for approval by the Governing Board.

Amendment to Agreement

This Amendment to Agreement W KA Amendment ´ dated December 3 1, 2025 Amendment Effective Date ´ is entered into by and between Vizient, Inc ., a Delaware corporation, Vizient ´ and University Medical Center of Southern Nevada , a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes; with its principal place of business at 1800 W. Charleston Blvd, Las Vegas, NV 89102 Member). Vizient and Member D U H V R P H W L P H V U H I H U U H G W Party H U H Q L G F R O O H F W L Y H Parties 4 D W W K H

WHEREAS, Vizient and Member entered into that certain Patient Safety Organization Service Agreement dated January 1, 202 3 (as amended from time to time, collectively, the Agreement ´; and

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Recitals . The foregoing recitals are incorporated herein by reference as if fully set forth in the body of this Amendment.

2. Defined Terms . All capitalized terms used in this Amendment will have the same meanings ascribed to such terms in the Agreement, unless otherwise defined in this Amendment.

3. Amendment . The Agreement is amended as follows:

   A. Extension of Term . The Initial Term of the Agreement is hereby extended through December 31, 202 8.

   B. PSO Pricing . The fee table set forth in Exhibit A of the Agreement, is hereby amended to include the following:

Product Code	Product Name	Implementation Fee	2026 Annual Fee	2027 Annual Fee	2028 Annual Fee
322	Patient Safety Organization	$ -	$ 20,080	$ 20,680	$ 21,300
	Total	$ -	$ 20,080	$ 20,680	$ 21,300

4. Miscellaneous . This Amendment may be executed in a number of identical counterparts which, taken together, will constitute collectively as one agreement. Except as expressly modified hereunder, all terms and conditions of the Agreement will remain in full force and effect. In the event of conflicting terms between this Amendment and the Agreement, the terms set forth in this Amendment will govern.

[Signatures on next page]

This information is proprietary and highly confidential.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the Amendment Effective Date.

Vizient, Inc.	University Medical Center of Southern Nevada
By: _____	By: _____
Printed Name: _____	Printed Name: Mason Van Houweling
Title: _____	Title: Chief Executed Officer
Date: _____	Date: _____

Please sign, scan , and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Amendment to Statement of Work

This Amendment to Statement of Work W KAmendment´ dated December 31, 2025 Amendment Effective Date´ is entered into by and between Vizient, Inc., a Delaware corporation, Vizient´ and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes; with its principal place of business at 1800 W. Charleston Blvd, Las Vegas, NV 89102 Member). Vizient and Member DUH VRPHWLPHV UHIHUUHG WRParty HUDQG EQGDYLFGWLDYHOO\ DV Parties.´

WHEREAS, Vizient and Member entered into that certain Clinical Data Base Services Statement of Work dated January 1, 2021 (as amended from time to time, collectively, the SOW´; and

WHEREAS, the Parties desire to amend the SOW pursuant to the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the SOW as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth in the body of this Amendment.

2. Defined Terms. All capitalized terms used in this Amendment will have the same meanings ascribed to such terms in the SOW, unless otherwise defined in this Amendment.

3. Amendment. The SOW is amended as follows:

   A. Term. Section 3.1 of the SOW is hereby deleted in its entirety and replaced with the following:

      3.1 Term. The term of this SOW will commence on the Effective Date and continue through December 31, 2028 Term´ ´

   B. Service Fees. Section 4.1 of the SOW is hereby deleted in its entirety and replaced with the following:

      4.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as UHIOHFWHG LQ WService Fees OH EHIRUH DFNQRZOHGJHV DQG DJUHHV 6HUY the Covered Facilities set forth in Exhibit A as of the Effective Date. Any requests to add additional facilities after the Effective Date will result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW and Vizient has no obligation to provide Services to any facility not set forth in this SOW.

Period: 1/1/21 ± 12/31/21	Period: 1/1/22 ± 12/31/22	Period: 1/1/23 ± 12/31/23	Period: 1/1/24 ± 12/31/24	Period: 1/1/25 ± 12/31/25	Period: 1/1/26 ± 12/31/26	Period: 1/1/27 ± 12/31/27	Period: 1/1/28 ± 12/31/28
$262,097	$269,960	$278,059	$286,000	$293,981	$302,800	$311,884	$321,241

4. Miscellaneous. This Amendment may be executed in a number of identical counterparts which, taken together, will constitute collectively as one agreement. Except as expressly modified hereunder, all terms and conditions of the SOW will remain in full force and effect. In the event of conflicting terms between this Amendment and the SOW, the terms set forth in this Amendment will govern.

This information is proprietary and highly confidential.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the Amendment Effective Date.

Vizient, Inc.	University Medical Center of Southern Nevada
By: _____	By: _____
Printed Name: _____	Printed Name: Mason Van Houweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Please sign, scan , and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Amendment to Statement of Work

This Amendment to Statement of Work W KA Amendment´ G D Mo ve mber 30, 2025 Amendment Effective Date´ is entered into by and between Vizient, Inc ., a Delaware corporation, Vizient´ D Q G University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes; with its principal place of business at 1800 W. Charleston Blvd, Las Vegas, NV 89102 Member´ 9 L] L H Q W D Q G V R H F E W U E V H U H I H U U H G W R K Party H L Q Q G R O G X W Y H O D Parties´

WHEREAS, Vizient and Member entered into that certain Vizient Data Connector Services Statement of Work dated December 1, 2022 D V D P H Q G H G I U R P W L P H W R SOW´ P H D E R O H F W L Y H O \ W K H

WHEREAS, the Parties desire to amend the SOW pursuant to the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the SOW as follows:

1. Recitals . The foregoing recitals are incorporated herein by reference as if fully set forth in the body of this Amendment.

2. Defined Terms . All capitalized terms used in this Amendment will have the same meanings ascribed to such terms in the SOW, unless otherwise defined in this Amendment.

3. Amendment . The SOW is amended as follows:

   A. Term . Section 2.1 of the SOW is hereby deleted in its entirety and replaced with the following:

      2.1 Term . The term of this SOW will commence on the Effective Date and continue through December 31, 2028 Term´ ´

   B. Service Fees . Section 3.1 of the SOW is hereby deleted in its entirety and replaced with the following:

      3.1 Service Fees . Vizient will provide the Services described herein to Member for an annual service fee as U H I O H F W H G L Q W Service Fees O H E H O R Z

12/1/22 ± 11/30/23	12/1/23 ± 11/30/24	12/1/24 ± 11/30/25	12/1/25 ± 11/30/26	12/1/26 ± 11/30/27	12/1/27 ± 11/30/28	12/1/28 ± 12/31/28
$40,000	$41,200	$42,436	$43,709	$45,020	$46,371	$3,980*

*Parties acknowledge Service Fees for the period of 12/1/2028 ±12/31/28 are prorated one month of Services.

4. Miscellaneous . This Amendment may be executed in a number of identical counterparts which, taken together, will constitute collectively as one agreement. Except as expressly modified hereunder, all terms and conditions of the SOW will remain in full force and effect. In the event of conflicting terms between this Amendment and the SOW, the terms set forth in this Amendment will govern.

[Signatures on next page]

This information is proprietary and highly confidential.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the Amendment Effective Date.

Vizient, Inc.	University Medical Center of Southern Nevada
By: _____	By: _____
Printed Name: _____	Printed Name: Mason Van Houweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Please sign, scan , and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

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 submitted to the University Medical & HQWHU RI 6RXWKHUQ 1HYDGD DQG GHWHUPLQH ZKHWKHU DQ\ RZQHUVKLS RU LQWHUHVW PD\ FRQIOLFW ZLWK 1HYDGD Exclude Publicly-traded corporations. Review Boards in connection with 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 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 UMC 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.
:KHQ VHOHFWLQJ µ2WKHU¶ SURYLGH D GHVFULSWLRQ RI WKH OHJDO HQWLW\

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 American, 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) ± (QWHU WKH OHJDO QDPH RI WKH EXVLQHVV HQWLW\ DQG HQWHU W

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 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, 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 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 financial consulting, legal, physician, architect, engineer or other professional services.

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Vizient, Inc.	
(Include d.b.a., if applicable)		
Street Address:	290 E. John Carpenter Freeway	Website: www.vizientinc.com
City, State and Zip Code:	Irving, Texas 75062	POC Name: Email: jill.cotchen@vizientinc.com
Telephone No:	972-830-0000	Fax No: N/A
Nevada Local Street Address: (If different from above)		Website:
City, State and Zip Code:		Local Fax No:
Local Telephone No:		Local POC Name : Email:

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

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

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

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

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

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

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

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

   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.) *See response on Page 2.

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

Signature _____ Print Name _____

Title _____ Date _____

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* (0 3 / 2 < ((¶ 6 2)) , & , $ DEPARTMENT

*Vizient, Inc. is owned by approximately 300 community -based healthcare providers and academic medical centers and has thousands of employees. It does not track, and therefore cannot say with any degree of certainty, whether any of its employees 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).

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

³&RQVDQJXLQLW\´ LV D UHODWLRQVKLS E\ EORRG ³$IILQLW\´ LV D UHODW

³7R WKH VHFRQG GHJUHH RI FRQVDQJXLQLW\´ DSSOLHV WR WKH FDQGLG
follows:

- x Spouse ±Registered Domestic Partners ±Children ±Parents ±In-laws (first degree)
- x 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

Issue:	Award of Bid No. 2025-03, 5755 E Charleston Clinic Remodel Project No. 25-03, to Mountain Construction.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref #:
Recommendation:	That the Governing Board award Bid No. 2025-03, 5755 E Charleston Clinic Remodel Project No. 25-03, to Mountain Construction the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT

Fund Number: 5240.000 **Fund Name: UMC Operating Fund**
Fund Center: 3000091 **Funded Pgm/Grant: N/A**
Description: Award of Bid 2025-03 UMC 5755 E Charleston Clinic Remodel
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.
Term: 180 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: $3,397,700.00
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND

On February 12, 2025, Bid No. 2025-03 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to a building located at 5755 E Charleston Blvd., Las Vegas, NV 89. The building is an approximately 15,852 square foot space that UMC intends to operate as a UMC Quick Care and Primary Care clinic location. The scope includes, but is not limited to, the demolition and addition of walls and facilities, upgrades to the HVAC rooftop units, and new slurry and striping of the parking lot. The scope further includes mechanical, electrical, and plumbing alterations.

Cleared for Agenda
April 30, 2025

Agenda Item #

8

UMC received bids as follows:

Bids Received	Total Base Bid Amount
Monument Construction	$ 5,39[illegible]700.00
JMB Construction, Inc.	$ 5,3[illegible]0,88[illegible].00
Builders United, LLC	$ 5,[illegible]0,364.65
Martin-Harris Construction LLC	$ 5,577,[illegible]09[illegible].00
NOTAO LLC dba Blueprint Construction	$ 5,7[illegible]2,68[illegible].00
Korte Construction Company dba The Korte Company	$ 6,3[illegible]7,522.00
James F. Thomson, Jr., dba American Southwest Electric	$ 6,0[illegible],3[illegible].78

All of the above bids were received on or before March 20, 2025 and were unsealed on March 20, 2025. The apparent lowest bid of $5,39[illegible]700.00 was received from Monument Construction, a Nevada corporation, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is [illegible]80 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a [illegible]2-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

80&¶V ’LUHFWRU RI Facilities Maintenance has reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have EHHQ DSSURYHG DV WR IRUP E\ 80& Counsel.

Monument Construction currently holds a Clark County Business License.

This agreement was reviewed by the Governing Board Audit and Finance Committee at [illegible]April 23, 2025 meeting and recommended for award by the Governing Board.

May 20, 2025

Monument Construction
ATTN: Jon Wayne Nielsen, President
7787 Eastgate Road, #110
Henderson, NV 89011

RE: NOTICE OF AWARD
UMC BID NUMBER 2025-03, UMC 5755 E Charleston Clinic Remodel Project (PWP NO. CL-2025-268)

Dear Mr. Nielsen,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of $5,394,700.00. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations Department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Tamera Hone, Plant Operations

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 136,687.48
2.	PERMITS AND FEES	$ 31,000.00
3.	3rd PARTY TESTING/QAA	$ 8,000.00
4.	DEMOLITION	$ 78,091.22
5.	CONCRETE	$ 95,327.07
6.	MASONRY	$ 8,416.16
7.	SLURRY & STRIPING	$ 26,238.79
8.	WOOD, PLASTICS, AND COMPOSITES	$ 76,972.21
9.	THERMAL AND MOISTURE PROTECTION	$ 63,535.29
10.	FINISHES	$ 1,033,367.85
11.	SPECIALTIES	$ 97,844.06
12.	DOORS AND WINDOWS	$ 344,609.31
13.	MILLWORK	$ 400,000.00
14.	EQUIPMENT	$ 78,091.22
15.	PLUMBING	$ 476,691.44
16.	HVAC	$ 391,564.77
17.	ELECTRICAL	$ 691,868.03
18.	COMMUNICATIONS	$ 176,942.89
19.	FIRE SUPPRESSION	$ 78,091.22
20.	ROOFING	$ 25,679.40
21.	LEAD WALLS	$ 24,847.48
22.	ELECTRONIC SAFETY AND SECURITY	$ 61,424.00
23.	FIRE ALARM (Statewide)	$ 109,410.11
24.	ALLOWANCE FOR OWNER SUPPLIED ITEMS INSTALLED	$ 5,000.00
25.	CONSTRUCTION CONTINGENCY	$ 875,000.00
26.		
	TOTAL BID AMOUNT	$ 5,394,700.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.**

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
	ADD ALTERNATES AMOUNT	$ 0.00
	GRAND TOTAL BID AMOUNT	$ 5,394,700.00

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA)) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☑ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (**Bid Attachment 6**).

☐ No **I do not have a Certificate of Eligibility to receive preference in bidding**.

24. Monument Construction
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

7787 Eastgate Rd #110
ADDRESS OF FIRM

Henderson, NV 89011
CITY, STATE, ZIP CODE

702-530-2303
TELEPHONE NUMBER

702-947-2606
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: A-0080649, B-075502

LICENSE CLASS: A,B

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE $_____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER 01960820

CLARK COUNTY BUSINESS LICENSE NO. 1002121653

STATE OF NEVADA BUSINESS LICENSE NO. NV20101633041

Jon Wayne Nielsen	jwn@buildmonuments.com
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS
JWN龍	03/19/2025
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TODAY'S DATE

BID ATTACHMENT 10
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 120

Corporate/Business Entity Name:	Monument Construction		
(Include d.b.a., if applicable)			
Street Address:	7787 Eastgate Rd #110	**Website:**	www.buildmonuments.com
City, State and Zip Code:	Henderson, NV 89011	**POC Name:**	Jon Wayne Nielsen
		Email:	jwn@buildmonuments.com
Telephone No:	702-530-2303	**Fax No:**	702-947-2606
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

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

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

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

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

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

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

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

JWN龍 — Jon Wayne Nielsen

Signature — Print Name

President — 1/1/2025

Title — Date

REVISED 7/25/2014

BID ATTACHMENT 10 (page 2)
DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Core Service Agreement and Amendment #1 with Philips Healthcare, a division of Philips North America LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Core Service Agreement and Amendment #1 with Philips Healthcare, a division of Philips North America LLC; authorize the Chief Executive Officer to execute any future change orders within the not-to-exceed amount of these Agreements; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714000 Funded Pgm/Grant: N/A
Description: Core Service Agreement and Amendment #1
Bid/RFP/CBE: NRS 332.115 (1)(C) – Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person.
Term: Five-Year Term
Amount: $2,458,408.56
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to establish a five-year Service Agreement for CT scanner machines with Philips Healthcare, a division of Philips North America LLC ("Philips"). Under this Agreement, Philips Healthcare will provide service coverage for the CT scanner located in the Adult Emergency Department and the Trauma Interventional Radiology Biplane room. The original Agreement for the Trauma Interventional Specials room and the Adult Emergency Department Radiology & CT room was effective from December 6, 2022, and included a warranty. This new Agreement will take effect following the expiration of that warranty. UMC will compensate Philips Healthcare a total of $2,458,408.56 for these services.

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

UMC's Director of Radiologic Services has reviewed and recommends approval of the Agreement. The Agreement was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
April 30, 2025

Agenda Item #

9

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their April 23, 2025 meeting and recommended for approval by the Board of Hospital Trustees.

PHILIPS HEALTHCARE
222 Jacobs Street, 3rd Floor
Cambridge, MA 02141
Tel: (800) 934-7372
Fax: (800) 947-3299

PHILIPS

AMENDMENT #1 TO QUOTE #0120135
BETWEEN
PHILIPS HEALTHCARE
A DIVISION OF
PHILIPS NORTH AMERICA LLC ("Philips")
and
UNIVERSITY MEDICAL CENTER

DATED: April 8, 2025

The following provisions of Philips' Quotation No. 0120135 dated April 7, 2025 are hereby amended as follows:

PHILIPS STANDARD TERMS AND CONDITIONS OF SERVICE

The provisions noted with a double asterisk (**) are amended as shown in the attached Quote 0120135.

Philips' Quotation No. 0120135 dated April 7, 2025, including the descriptions of the items of equipment, together with this Amendment #1 represents the entire agreement between the parties and supersedes all previous communications, representations, agreements and negotiations between the parties on this matter. Any modification, amendment or supplement shall not be binding unless it is in writing and signed by an authorized representative of University Medical Center and Philips Healthcare a division of Philips North America LLC.

The offer to enter into this Amendment is valid until July 5, 2025.

Accepted and agreed by:

University Medical Center	Philips Healthcare a division of Philips North America LLC
	Michael Callahan *Electronically signed by: Michael Callahan Reason: "I Approve" Date: Apr 8, 2025 10:56 EDT*
Signature	***Signature***
	Michael Callahan
Printed Name	***Printed Name***
	Sr. Manager - Commercial Contracts
Title	***Title***
	08-Apr-2025
Date	***Date***

University Medical Center of Southern Nevada (UMC)
Technology Requirements (Ver. 2/2023)
AMENDED by the parties

1. Client

1.1. Vendor software must be compatible with Microsoft Windows 10 or higher.
1.2. Not applicable.
1.3. Client software must use DNS for hostname resolution and be capable of finding server resources in either forward or reverse-lookup.
1.4. Client applications must not require local administrator access on the workstation computer.
1.5. Applications must operate without disabling or reducing security settings.
1.6. Not applicable.
1.7. No part of vendor software will use deprecated dependencies such as Flash or old versions of Java.

2. Configuration Management

2.1. Vendor must provide the following:
2.1.1. Technical specifications for all hardware and/or software included with their solution.
2.1.2. Network and system connectivity diagrams.
2.1.3. Data flow diagrams.
2.1.4. Regulatory compliance certifications and/or attestations, as applicable.

3. Data Backups

3.1. Not applicable.
3.2. Not applicable.

4. Data Management

4.1. Applications storing, processing or transmitting regulated data (PHI, PII, payment card, etc.) must utilize test data for development and testing/training purposes.
4.2. Production data is reserved for production use only.
4.3. Data transfers containing regulated information (PHI, PII, payment card, etc.) from UMC to a non-UMC site must be approved by the UMC CIO and UMC Privacy Officer.
4.4. Not applicable.
4.5. Not applicable.
4.6. If vendor will use or otherwise have access to UMC sensitive, regulated or confidential

information, additional security and regulatory requirements may be imposed.

4.7. Not applicable.

4.8. Not applicable.

4.9. Data exchange/transfers between systems both within and outside the UMC network must comply with UMC-approved standards and protocols.

5. Databases

5.1. Not applicable.

5.2. Not applicable.

5.3. Not applicable.

5.4. Not applicable.

5.5. Not applicable.

6. Development

6.1. Not applicable.

6.2. Not applicable.

6.3. Not applicable.

7. Email

7.1. Not applicable.

7.2. Not applicable.

7.3. Not applicable.

8. Network

8.1. Solutions must support a routed, segmented IPv4 network.

8.2. IPv6 is not supported and must not be enabled.

8.3. Use of a VLAN, firewall and/or other measures may be employed to isolate vendor solutions that do not comply with industry-standard security and network

requirements.

8.4. Wireless devices will meet the following requirements:
- 8.4.1. Not applicable.
- 8.4.2. Not applicable.
- 8.4.3. Not applicable.
- 8.4.4. Not applicable.
- 8.4.5. Not applicable.
- 8.4.6. Not applicable..
- 8.4.7. Not applicable.

8.5. Systems must be compatible with SNMP version 3.

8.6. Not applicable.

8.7. Vendor must provide minimum and maximum data transmission rates and quantities.

9. Remote Access

9.1. Only remote access solutions directly managed by UMC IT are authorized to be used by vendors to remotely connect to the UMC computing environment and systems, regardless if the system is owned by the vendor.

9.2. Control of remote access into the UMC computing environment is at the sole discretion of UMC IT.

9.3. UMC reserves the right to require an approval process each time the remote connection is made.

9.4. Remote access can be revoked or suspended at any time without notice.

10. Security

10.1. Not applicable.

10.2. All applications must be compliant with UMC's password policy for all account types (user, service account, support, etc.).

10.3. Passwords must be encrypted and cannot be stored in plain text or reversible encryption/encoding anywhere within the application or supporting scripts

10.4. Vendors will not share passwords or access to accounts, and will not create additional accounts.

10.5. Not applicable.

10.6. Service accounts are non-interactive and will not be used to manually log in to a workstation or server.

10.7. Not applicable.

10.8. Vendor must shut down all non-secure or unused services/ports.

10.9. Not applicable.

.

10.10. Not applicable.
10.11. Not applicable.
10.12. Not applicable.
10.13. Audit logs must be generated and be able to be imported into a standard SIEM.
10.14. User access logging must be provided to support user audit trail including all privileged access and actions.
10.15. The use of default passwords are strictly prohibited.
10.16. Users will be provisioned using Role Based Access Control (RBAC) and the principle of least privilege (POLP).
10.17. The use of unauthenticated access is prohibited except where public access is expected.
10.18. All systems are subject to vulnerability scanning and penetration testing.
10.19. Disabling or tampering with UMC security software is strictly prohibited.
10.20. All system traffic is subject to inspection including but not limited to, IPS, NextGen threat inspection, and TLS\SSL decryption.
10.21. Non-compliant systems may be remediated, isolated, or removed from UMC networks until remediated.

11. Systems and Operations

11.1. VMWare is the standard hypervisor.
11.2. Virtualized server systems are preferred. The guest operating system will run on a VMWare ESX 6.7 Hyper-converged environment.
11.3. Vendor-provided solutions must be developed on current and supported industry standard operating systems.
11.4. UMC IT will manage all installed computer hardware unless otherwise documented and contractually agreed to by UMC and the vendor.
11.5. UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices unless otherwise documented and contractually agreed to by UMC and the vendor.
11.6. Vendor software must not interfere or invalidate any operational function of UMC software or agents
11.7. Upgrades, enhancements, feature changes, or maintenance to vendor systems or software will be performed in coordination with UMC IT.
11.8. Turn-key solutions that provide hardware and software must use industry standard hardware platforms and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management, and ILO/DRAC that is to be kept current

for security and features.

11.9. Hardware supplied by the vendor will be rack mountable, server class, with redundant power supplies and storage.

11.10. UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts.

11.11. For Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.

11.12. Local storage configuration should be capable of RAID 5, other configurations will be considered on a case-by-case basis.

11.13. Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).

11.14. Vendor is responsible for remaining up-to-date with operating systems, database engines, hardware, interfaced systems, etc.

11.15. UNIX/Linux-based application will not be installed into the system volume group/root file system.

11.16. Vendor must accommodate and support both standard and emergency operating system and application patching.

11.17. UNIX/Linux-based systems must use SUDO or SU accounts.

PHILIPS

Customer Information:
Customer #: 94032296
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Quote #: 0120135
Quote Date: 4/7/2025
Valid Until: 7/5/2025

Presented by:
JD Hunt
Philips Healthcare a division of Philips North America LLC
Attn: Service Contracts
414 Union Street
Nashville, TN 37219
Phone: (214) 886-2341
Email: jd.hunt@philips.com

Philips Healthcare MSA Service Agreement

1. This Agreement Quote contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this agreement. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without prior written consent of Philips.

2. Term: Upon full execution by both parties, Philips will begin providing the "Services" on the "Equipment" as described and listed in Attachment A under this Agreement on [**5/1/2025]** (the "Effective Date"). Unless terminated early as permitted under this Agreement, this Agreement will expire on [**4/30/2030**] (the "Term"). The overall Term length of this agreement is **60** months; however, individual assets may vary based on start and end dates listed on Attachment A.

3. The following are hereby attached to and incorporated into this Agreement: Attachment A, "Services" description and "Equipment" listing; Attachment B, Applicable Service Coverage Definitions; Attachment C, Subcontracting & Agency Authorization, if applicable (requires a separate signature); Attachment D, Philips Official Service Holiday Schedule; Attachment E, Philips General Customer Service Terms & Conditions and applicable Service Exhibits included and hereby incorporated herein.

4. Price: In consideration of the Services provided by Philips under this Agreement, Customer will pay in advance pursuant to the selections made in the box below and the payment terms set forth in the Service Terms and Conditions (Attachment E).

Billing Frequency Selection (input required):
☐ Monthly ☐ Quarterly ☐ Semi-annual ☐ Annual (required if annual value <100K) ☐ Lump Sum (Full Term Amount)

Purchase Order Selection (input required):
☐ Purchase Order is enclosed and reflects the correct billing address for invoice distribution.
☐ Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. ***Initialed***: _____
☐ For POS Only: Our facility does issue formal purchase orders; however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. ***Initialed***: _____
If no PO is being provided, please provide Billing Address: _____

Electronic Invoicing (input required):

Please send all invoices via this AP distribution email address: _____

The parties to this Agreement have signed this Agreement by their duly authorized officers on the date written below.

Philips Healthcare, a division of Philips North America LLC

Signature: Michael Callahan *Electronically signed by: Michael Callahan Reason: "I Approve" Date: Apr 8, 2025 10:56 EDT*
Printed Name: Michael Callahan
Title: Sr. Manager - Commercial Contracts
Date: 08-Apr-2025

University Medical Center

Signature: _____
Printed Name: Mason Van Houweling
Title: CEO
Date: _____

PHILIPS

ATTACHMENT A

1. PRICING SUMMARY

SITE #	SERIAL #	SYSTEM TYPE	LOCATION	CONTRACT COVERAGE	ADDED OPTIONS	CONTRACT START DATE	CONTRACT END DATE	PRORATED VALUE	MONTHLY BILLING VALUE	ANNUAL CONTRACT VALUE	TOTAL CONTRACT VALUE
102311287		UPS 480VAC/60Hz/125kVA/19kWH Staco	University Medical Center	Primary	Linked to 105278653U	10/30/2025	04/30/2030	One prorated payment of $41.64 from 10/30/25 to 10/31/25	$633.33	$7,599.96	$34,241.46
107865632	34335	Incisive CT	University Medical Center	Primary	Tube Guarantee - Incisive CT	05/10/2025	04/30/2030	One prorated payment of $4,354.24 from 05/10/25 to 05/31/25	$6,020.00	$72,240.00	$359,534.24
61835863	515	ALLURA XPER FD20 BIPLANE	University Medical Center	Primary	BP X-Ray Tubes & FD 20/20, Flex Vision Coverage, Ext. Cov. Hrs : 8am to 9pm M-F, INTERVENTIONAL TOOLS coverage	05/01/2025	04/30/2030		$13,606.67	$163,280.04	$816,400.20
104988807	402856	IntraSight	University Medical Center	Protecion		06/25/2025	04/30/2030	One prorated payment of $230.16 from 06/25/25 to 06/30/25	$1,166.67	$14,000.04	$67,897.02
116126435	102170	IntraSight Mobile	University Medical Center	Protecion		11/25/2025	04/30/2030	One prorated payment of $268.26 from 11/25/25 to 11/30/25	$1,360.00	$16,320.00	$72,348.26
104988808	401534	SyncVision	University Medical Center	Protection		06/25/2025	04/30/2030	One prorated payment of $144.66 from 06/25/25 to 06/30/25	$733.33	$8,799.96	$42,677.80
107360196	AL37AP53115001	UPS 480VAC/60Hz/125kVA/19kWH Staco	University Medical Center	Primary	Linked to 107865632U	05/10/2025	04/30/2030	One prorated payment of $458.04 from 05/10/25 to 05/31/25	$633.33	$7,599.96	$37,824.51
104988805		IGT - Compact Full UPS	University Medical Center	Primary	Linked to 102272736U 80kVa	06/18/2025	04/30/2030	One prorated payment of $270.66 from 06/18/25 to 06/30/25	$633.33	$7,599.96	$37,003.80
102272736	779	Azurion 7 B20	University Medical Center	Primary		06/12/2025	04/30/2030	One prorated payment of $3,627.10 from 06/12/25 to 06/30/25	$5,806.67	$69,680.04	$340,413.96
102272739	P929727001	IGT - Low Load Fluoro (LLF) UPS	University Medical Center	Primary	Linked to 102272736U 75kVa	06/12/2025	04/30/2030	One prorated payment of $395.58 from 06/12/25 to 06/30/25	$633.33	$7,599.96	$37,128.72
104988804	2901	Azurion 7 M20	University Medical Center	Primary		06/18/2025	04/30/2030	One prorated payment of $2,102.75 from 06/18/25 to 06/30/25	$4,920.00	$59,040.00	$287,462.75
105278653	34257	Incisive CT	University Medical Center	Primary	Tube Guarantee - Incisive CT	10/30/2025	04/30/2030	One prorated payment of $395.84 from 10/30/25 to 10/31/25	$6,020.00	$72,240.00	$325,475.84
								Totals:	**$42,166.66**	**$505,999.92**	**$2,458,408.56**

- GPO CONTRACT REFERENCE (REQUIRED): _____Vizient_____

Pricing shown is valid for 90 days from 4/7/2025 and does not include applicable taxes.

2. ADDITIONAL INFORMATION

26-150 kVA UPS only - "All labor and parts (except batteries) as necessary. Includes One UPS Module PM and One Battery PM per year during Normal Business Hours (Mon-Fri 8am-5pm) on three phase UPS"

Tube Guarantee - Incisive CT - Unlimited This Agreement provides for CT tube replacements as needed. Tube replacements will be performed during normal contract coverage hours, as specified in the Agreement.

BP X-Ray Tubes & FD 20/20 - Comprehensive parts and labor coverage for X-ray tubes and flat detectors, unless the base plan does not include labor, in which case the part only will be provided

INTERVENTIONAL TOOLS coverage- Comprehensive parts and labor support for Interventional Hardware and Software, unless the base plan does not include labor, in which case the part only will be provided.

Ext. Cov. Hrs : 8am to 9pm M-F- Extended labor and travel coverage for on-site corrective and planned service from 8:00 am – 9:00 pm, Monday – Friday, excluding Philips published holidays.

Injector: - Comprehensive parts and labor support for CV INJECTOR, unless the base plan does not include labor, in which case the part only will be provided

ATTACHMENT B: SERVICE COVERAGE DEFINITIONS

Plan Type	**Protection/Protection POS** Base entitlements for Protection coverage, not including added options listed on Attachment A, are as follows:
Uptime Guarantee	98% per contract year, as described in the uptime guarantee exhibit. Excludes LumiGuide.
Labor Coverage	Labor and travel coverage for on-site or phone support service 8am-9pm, M-F, excluding Philips published holidays.
On-site Labor Response	At customer's request, Philips service goal is to be on-site within 4 hours.
Planned Maintenance	Planned maintenance coverage from 8am–9pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model. Modality ranges are**: AMI:** 2-4 times/yr; **CT:** 2-6 times/yr; **DXR:** 1-2 times/yr; **IGT:** 1-2 times/yr; **MR:** 1-2 times/yr;
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Standard Parts Coverage	This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.
Parts Delivery	Earliest next day AM parts delivery: This provides delivery in most areas that can be accommodated by 8:30am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for heavyweight, oversized or hazardous parts).
Strategic Parts (By Modality)	**MR:** Magnet Maintenance Package included. Please refer to MR System Coverage Exhibit for full details. Surface Coils: For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end specialty coils and coils sold as part of the MR-OR solution. **AMI:** Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR. **DXR:** X-Ray tubes included on all systems except for PCR and CAD Chest Systems. 1 Flat Detector included on Digital RAD Single Detector systems, Juno and EasyDiagnost Eleva DRF (except Rel.5). Additional coverage for second flat detector must be purchased under "Added Options". 2 Flat Detectors included on Digital Diagnost Dual Detector. Detector coverage included **only** when it is specified under "Added Options" on MobileDiagnost wDR, DigitalDiagnost 3 or 4, EasyUpgrade DR, EasyDiagnost Eleva DRF Rel. 5, DuraDiagnost, ProGrade and CombiDiagnost. Wireless Detector Battery coverage included **only** when it is specified under "Added Options". Image Intensifier included on R/F systems except for Juno and CombiDiagnost. **CT:** X-Ray Tubes at Medium Level **IGT**: X-Ray Tubes, Image Intensifiers, Detectors. LumiGuide includes coverage of Optical Unit and Shape Reconstruction Unit.
Equipment Updates	For Philips Systems – operating system software and hardware reliability updates included. This includes on site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. For Non-Philips Systems - Mandatory Field Change orders are the responsibility of the OEM.
Lifecycle Solutions Discount	20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.
Remote Services	This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	24/7 Technical telephone support.
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8am-9pm, M–F. Excludes LumiGuide.
Solution Enhancements	Philips Service Information: This contains service management reports. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules. Annual customer loyalty meetings: These include a review of current and future performance goals of Philips equipment and service.
Clinical Excellence Agreement	IGT Fixed Systems Only – Provides on-demand clinical support. A dedicated Philips Clinical Specialist will be assigned to assess and monitor on-going clinical education needs. This Agreement provides you a combination of on-site and remote support activities by a Clinical Specialist during each contract year

Plan Type	**Primary** Base entitlements for Primary coverage, not including added options listed on Attachment A, are as follows:
Uptime Guarantee	98% per contract year, as described in the uptime guarantee exhibit.
Labor Coverage	Labor and travel coverage for on-site or phone support service from 8am-5pm, M–F excluding Philips published holidays.
On-site Labor Response	At customer's request, Philips service goal is to be on-site within 4 hours.
Planned Maintenance	Planned maintenance coverage from 8am–5pm, M–F, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips or the OEM for Non-Philips equipment. Current recommendations for service depends on modality and product model. Modality ranges are**: AMI:** 2-4 times/yr; **CT:** 2-6 times/yr; **DXR:** 1-2 times/yr; **IGT:** 1-2 times/yr; **MR:** 1-2 times/yr;
Labor Rates	Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
Standard Parts Coverage	This provides coverage on parts used to maintain and repair the equipment, including both hardware and software items.
Parts Delivery	10:30am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).
Strategic Parts (By Modality)	**MR:** Magnet Maintenance Package included. Please refer to MR System Coverage Exhibit for full details. Surface Coils: For Philips systems, this includes repair or exchange of surface coils purchased from Philips limited to coils that have not been misused, abused or operated outside normal operating parameters. For Non-Philips Systems, coil coverage is limited to standard surface coils associated with the MR under service contract with Philips. Coil coverage excludes the Noras head frame, other high-end specialty coils and coils sold as part of the MR-OR solution. **AMI:** Crystals and Photomultiplier Tubes (PMT's), X-Ray Tube and the flat panel coverage (excludes mechanical damage on the grid) included for the Brightview XCT, X-Ray Tubes included for Precedence. Magnet Maintenance Package (MMP) and Surface Coils from Philips included for the Ingenuity TF PET MR.
Equipment Updates	For Philips Systems – operating system software and hardware reliability updates included. This includes on site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware. For Non-Philips Systems – Mandatory Field Change orders are the responsibility of the OEM.
Lifecycle Solutions Discount	15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.
Remote Services	This supports remote system diagnostics and monitoring. Philips and Non-Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.
Technical Telephone Support	24/7 Technical telephone support.
Clinical Telephone Support	Clinical telephone support (for Philips systems only) from 8am-5pm, M–F.
Solution Enhancements	Philips Service Information: Available upon request, this contains service management reports. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

ATTACHMENT D

Philips Official Service Holiday Schedule

When a holiday falls on a Saturday it will be officially recognized the Friday prior to the holiday. When a holiday falls on a Sunday it will be officially recognized the Monday after the holiday. Designated holidays may differ on an annual basis.

HOLIDAY

New Years Day

Martin Luther King Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Company schedules are subject to change without notice.

PHILIPS

GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS (Rev 24)

1. Services.

1.1 The services ("Service(s)") included in the quotation and/or Attachment A, as applicable (the "Quotation") will be provided by the Philips Entity ("Philips") entering into this Customer Service Agreement with Customer as identified in the Quotation. Philips will provide the Services to Customer for the equipment and software listed in the Quotation (the "Equipment") that is at the location in the Quotation (the "Site"), and certain Service deliverables will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any exhibits and attachments, each of which are hereby incorporated (collectively, the "Agreement").

2. Access to Equipment.

2.1 Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed upon time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the then-current demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

3. Price.

3.1 In consideration for the Services to be performed by Philips, Customer shall pay the prices defined in the Quotation (the "Contract Price").

3.2 The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price. Customer shall provide Philips with an appropriate exemption certificate in advance of the date the Service is invoiced, or Customer shall pay all taxes per Philips' invoice.

3.3 Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement set forth in the Quotation and incorporated herein ("Term"). Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than five percent (5%) change annually. Price adjustments shall be in accordance with:

3.3.1 For customers in the United States, the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at http://www.bls.gov/cpi.

3.3.2 For customers in Canada, the Consumer Price Index published by Statistics Canada on its website at https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes.

3.4 Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:

3.4.1 the location of the Equipment changes;

3.4.2 any ambient conditions of operation (e.g., installation or de-installation of air-conditioning system) of the Equipment at the location change;

3.4.3 any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment;

3.4.4 the Equipment is (partly) removed or taken out of service by Customer; and/or

3.4.5 the incoming main power supply and protective earth configuration changes, becomes unreliable, or is no longer in accordance with the Equipment specifications.

3.5 List Price Harmonization. In an effort to simplify and harmonize Philips services and/or products portfolio pricing structure Philips may, no more than once during the term of the Agreement, unilaterally adjust the price list and discount schedule for services and/or products under this Agreement, with no impact to the current net price. Philips will:

3.5.1 Provide thirty (30) days' written notice prior to fixing the net price of the service(s) and/or product(s) sold under this Agreement for twelve (12) months (the "Lock Period") at the net price (the "Lock Price") of the service(s) and/or product(s) in effect at the time of Customer's receipt of the written notice.

3.5.2 Provide an updated Agreement price file showing the new list price and new discount, which together will not change the Lock Price set at the beginning of the Lock Period.

3.5.3 Upon termination of the Lock Period, the net price of the service(s) and/or product(s) will be maintained in the manner defined in the Agreement.

4. Payment.

4.1 Customer shall pay the Contract Price to Philips within thirty (30) days from the date of invoice in accordance with the instructions on the invoice.

4.2 Customer shall make any payments under this Agreement without any set-off, withholdings, or any other deductions.

4.3 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method; Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than Philips' cost of acceptance. All check payments over $50,000 USD or CAD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

4.4 Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%) in the case of the U.S., which may be billed on a monthly basis or at the maximum rate permitted by applicable law for Canada.

4.5 If the Term of the Agreement is greater than one (1) year in duration, and Customer provides Philips a purchase order (PO) for a period of time less than the Term, then Customer will promptly provide Philips updated POs to fulfill the entire Term.

4.6 If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Agreement or by law, at its option:

4.6.1 withhold or suspend performance under the Agreement until all payments from Customer have been received by Philips;

4.6.2 deduct the unpaid amount from any amounts otherwise owed to Customer under any agreement by Philips or any of Philips' Affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with Philips ("control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity));

4.6.3 declare all sums outstanding to become immediately due and payable under the Agreement;

4.6.4 commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorneys' fees; and/or

4.6.5 if Customer does not cure its payment failure in accordance with Section 18.5.1, terminate this Agreement with ten (10) days' notice to Customer.

4.7 If Customer has contracted with a third-party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

5. Exclusions.

The Services do not include, unless specifically agreed otherwise in the Quotation:

5.1 servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;

5.2 servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;

5.3 service specifically excluded in the Quotation;

5.4 any service necessary due to:
- **5.4.1** a design, specification or instruction provided by Customer or Customer representative;
- **5.4.2** the failure of anyone to comply with Philips' written instructions or recommendations;
- **5.4.3** any combining of the Equipment with other manufacturers' product or software other than those recommended by Philips;
- **5.4.4** any alteration or improper storage, handling, use, or maintenance of the Equipment, including any components, e.g., detectors, transducer, or coils, by anyone other than Philips' subcontractor or Philips;
- **5.4.5** damage caused by an external source, regardless of nature;
- **5.4.6** any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with, the Equipment, including any components, e.g., detectors, transducer, or coils;

5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;

5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;

5.7 the cost of consumables, accessories, and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adapter cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;

5.8 cosmetic repairs;

5.9 the cost of factory reconditioning or rebuilds;

5.10 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates); and

5.11 maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.

6. **Customer Responsibilities**.

During the Term of this Agreement, Customer shall:

6.1 Comply with all applicable laws, rules, and regulations; Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips;

6.2 Report immediately to Philips, and reasonably cooperate with Philips in investigating, any event of which Customer becomes aware that suggests that any Services or products provided by Philips, for any reason:
- **6.2.1** may have caused or contributed to a death or serious injury, or
- **6.2.2** have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Services or products provided by Philips hereunder, unless otherwise required by law.

6.3 ensure that the Site is maintained in a clean and sanitary condition, and that the Equipment, product, and/or part is decontaminated prior to service, shipping, or trade-in as per the instructions in the user manual;

6.4 ensure the proper removal and disposal of any hazardous material;

6.5 maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);

6.6 use the Equipment in accordance with the published manufacturer's operating instructions;

6.7 make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;

6.8 provide Philips with broadband internet Wi-Fi access for business purposes;

6.9 in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by:

6.9.1 supporting the remote connectivity with of a router or firewall or equivalent compatible service that complies with IPSec standards (router can be Customer owned or provided by Philips) for connection to the Equipment and Customer network; if the service device is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;

6.9.2 maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);

6.9.3 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;

6.9.4 providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;

6.9.5 supporting the installation of service tools (as stipulated in Section 11) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;

6.9.6 maintaining the established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g., by switching of the host computer of the MRI Equipment)); and

6.9.7 facilitating the reconnection by Philips in case of any temporary disconnection occurs;

6.10 If Customer fails to provide the access described in Section 6.9 and so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and shall be responsible for any damage due to such failure;

6.11 provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;

6.12 if applicable, provide invitation letters and support visa application and travel requirements in case necessary; and

6.13 timely return defective spare parts to Philips in accordance with the terms of this Agreement; and ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.

7. Warranty Disclaimer.

7.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, shall be performed in a good and workmanlike manner, subject to applicable Terms of Service, including any exclusions. Philips provides no additional warranties under this Agreement. All Services and parts provided under this Agreement are provided "as is". PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitations of Liability.

8.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PARTS AND SERVICES FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNLAWFUL ACT, OR OTHERWISE IN CONNECTION WITH THE SERVICE IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.

8.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SERVICE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE EQUIPMENT.

8.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SERVICE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

8.4 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 8.1:

8.4.1 THIRD-PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

8.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

8.4.3 OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION.

8.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

9. Intellectual Property Indemnification.

9.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

9.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:

9.2.1 procure the right for Customer to use the Service Item(s);

9.2.2 replace or modify the Service Item(s) to avoid infringement; or

9.2.3 refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 9.2 (1)-(3) above). The terms in this section 9.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

10. End of Life.

10.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR EQUIPMENT, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE.

10.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

11. Proprietary Service Materials.

11.1 In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation, and use of such proprietary service materials, and Customer consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.

12. Confidentiality.

12.1 Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees, and in the case of Philips, its Affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to

12.1.1 information in the public domain at the time of disclosure,

12.1.2 information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or

12.1.3 information that is required to be disclosed by law or by court order. The confidentiality obligations herein will expire five (5) years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

13. Compliance with Laws & Privacy.

13.1 If any provision of these Conditions of Service is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Service, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision. The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

13.2 For customers in the United States, each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices, federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

13.3 To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).

13.4 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services or parts pursuant to these Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these General Customer Service Terms and Conditions and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time, to these Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

13.5 Excluded Provider. As of the date of the sale of the Services, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Services and parts provided under these General Customer Service Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Services not yet rendered and parts not yet shipped prior to a date of exclusion.

13.6 To the extent applicable to your state, it is Customer's responsibility to notify Philips if any portion of the Quotation is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the Quotation is funded under ARRA on its purchase order or other document issued by Customer.

13.7 For those customers where Canadian Federal and/or Provincial privacy laws ("Canadian Privacy Laws") apply, Philips and Customer will comply with Canadian Privacy Laws in fulfilling their respective obligations hereunder. Customer acknowledges that Philips may be required, in limited circumstances, to store or grant access to Personal Data to the original equipment manufacturer (OEM) or its Affiliates located

outside of Canada. Unless otherwise permitted by law, such disclosure will be limited to exceptional circumstances where it is necessary for the purposes of installing, implementing, maintaining, repairing, trouble shooting, or upgrading the Equipment, or where data recovery assistance from the OEM is necessary. Where required by law, any such disclosure will be limited to temporary access and storage for the minimum time necessary for the purpose and only as required in order to meet the requirements of this Agreement. Customer acknowledges and agrees that Customer is responsible for obtaining all required consents and providing all required notices to individuals to allow Philips and its subcontractors to process Personal Data for the purposes set out herein.

14. Processing of Personal Data.

14.1 During provision of the Services, Philips and/or its Affiliates may process information, in any form, that may qualify as personal data, which is information relating to an individual from which that individual can be directly or indirectly identified. Philips and/or its Affiliates will:

14.1.1 process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of Customer (the terms and conditions governing Philips' handling, processing, storage, or use of PHI are set forth in the Business Associate Agreement or Addendum between the parties) and

14.1.2 process information such as log files or device parameters (which may contain personal data) to provide the Services and to enable its compliance with and performance of its task as manufacturer of medical devices under the applicable regulations and standards, including but not limited to the performance of vigilance, post-market surveillance and clinical evaluation related activities.

15. Use of Non-Personal Data.

15.1 Customer agrees that Philips and/or its Affiliates may use any data other than personal data generated by the Equipment and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of Philips products and Services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

16. Export Control.

16.1 The provision of Service may be subject to the granting of governmental export licenses. In the event that such licenses or an end-user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. In case the provision of the Services becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate, at its option, the execution of its obligations under this Agreement without incurring any liability toward Customer other than reimbursing any amounts received for Services not yet rendered.

17. Subcontracts and Assignments.

17.1 Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Philips may, without prior notice or consent, assign this Agreement to its parent corporation, any of its Affiliates, or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase or public offering, as long as the party who receives the assignment assumes all of Philips' obligations hereunder. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

18. Term and Termination.

18.1 This Agreement is non-cancelable by Customer unless as expressly set forth in this Agreement and will remain in effect for the Term.

18.2 Either party may terminate this Agreement upon written notice in the event that the other party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If Customer becomes insolvent, unable to pay its

debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

18.3 If Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, and such third party assumes the obligations of Customer under this Agreement or enters into a new service agreement with Philips, the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of Customer under this Agreement, then Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days' prior written notice to Philips, in which case Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

18.4 Customer may terminate, upon sixty (60) days' written notice to Philips:

18.4.1 the Service coverage for an individual piece of Equipment under this Agreement, representing that such Equipment is being permanently removed from the Site and is not being used in any other Site, or

18.4.2 the Agreement, specifically describing a material breach or default of this Agreement by Philips; provided, however, that Philips may avoid such termination by curing the condition of breach or default within such sixty (60)-day notice period.

18.5 Philips may terminate this Agreement, wholly or partially:

18.5.1 if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice, or

18.5.2 as described in Section 4 (Payment) and Section 10 (End of Life).

19. Independent Contractor.

19.1 Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor or any of its employees as Customer employees, agents, or partners. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' or other representatives' acts or omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

20. Force Majeure.

20.1 Each party shall not be liable in respect of the non-performance of any of its obligations (except for payment obligations for Services rendered) to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

21. Third-Party Products Provided by Philips.

21.1 To the extent a third-party products service plan is explicitly identified in the Quotation, Philips shall be responsible for servicing third-party products provided by Philips. Otherwise, Philips is not responsible for servicing any third-party products provided by Philips to Customer.

22. Adulterated Systems.

22.1 If Philips determines that the Equipment has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following

receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

23. Insurance.

23.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

24. Rules and Regulations.

24.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

25. Miscellaneous.

25.1 Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

25.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

25.3 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

25.4 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Equipment is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

25.5 Amendment. Save and except for items where Philips has retained the right to unilaterally amend the terms of this Agreement, this Agreement may not be amended except by written instrument signed by both parties.

25.6 Communication. Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

25.7 Choice of Language. This Agreement is drawn up in English pursuant to the formal request of parties. Cette entente a été rédigée en anglais à la demande expresse des deux parties.

25.8 Entire Agreement. This Agreement, including all applicable Exhibits as attached hereto, constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. For avoidance of doubt, a reference to "Imaging" or "Imaging Services" equals a reference to Services to Philips' MRI, CT, AMI, DXR, Ultrasound, or IGT-Systems devices.

25.9 Additional Terms. Service-specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms expressly set forth in an exhibit conflict with terms set forth in these General Customer Service Terms and Conditions, the terms expressly set forth in the exhibit shall govern.

26. Authority to Execute.

26.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

Exhibit 3A
Additional Terms and Conditions for Imaging Services

1. **Services**.
   - **1.1** Initial Inspection. Within ninety (90) days following the Effective Date of this Agreement, Philips will inspect each Equipment not previously serviced by Philips and notify Customer of any Equipment that does not meet manufacturer specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Equipment within manufacturer specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor rate. If Customer elects not to have such Equipment repaired, Philips may remove such Equipment from this Agreement.
   - **1.2** Planned Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide planned maintenance Services including general Equipment inspection and planned remedial maintenance activities of non-emergency nature, as well as Equipment monitoring via remote network connection in order to identify potential technical issues with the Equipment and initiate service action to address such potential issue. The so initiated service action will be provided, in most cases, as part of the planned service activities at the Site. Philips will provide such planned maintenance during the hours of coverage (as defined in the Quotation) at a time that is mutually agreed upon. Philips will provide Customer a planned maintenance schedule for the Equipment(s). For Ultrasound Equipment, Philips will not provide planned maintenance Services unless the Equipment's specifications explicitly require such Services and/or such Services have been explicitly included in the Quotation. Trained Philips personnel will perform the planned maintenance activities. Cost incurred through system failure after planned maintenance activities performed will be charged to Customer at the then-current Philips billable rate for parts and labor services, if not covered by the Agreement.
   - **1.3** Corrective Maintenance Service. Unless otherwise indicated in the Quotation, Philips will provide corrective maintenance Services including repair activities due to Equipment malfunctioning and provide replacement parts, on Exchange Basis (as defined below), as necessary to repair the Equipment, all as indicated in the Quotation. Corrective maintenance can be provided remotely or on-site at Philips' discretion.
   - **1.4** Equipment Updates. If Philips determines an Equipment update is necessary to address material Equipment performance issues, Philips will notify Customer, schedule service at a mutually agreeable date and time, and install Equipment updates made available by Philips or the Original Equipment Manufacturer (OEM). Equipment updates mean revisions to Philips or OEM proprietary system software without extending functional capabilities and without hardware changes. Philips will not install operating system software updates or upgrades, or software options or upgrades that are offered separately for sale by the OEM or Philips.
   - **1.5** User Quality Control Mode (UQCM, Image Guided Therapy interventional and surgical c-arm systems only). If the Quotation includes UQCM, the following applies: User Quality Control Mode (UQCM) is aimed at verifying and auditing the Azurion's image quality and X-ray dose performance, as well as Image representation on the displays – fast, frequently and flexibly – via the system's user interface in the control room. The UQCM measurements comply with the global industry standard as documented in NEMA XR 27. For frequent Quality Assurance purposes, a five (5)-minute verification protocol has been developed.
   - **1.6** EasySwitch (BlueSeal MR Systems only). If the Quotation includes EasySwitch, the following applies: If EasySwitch is used more than two (2) times within a single contract year, Philips will charge Customer for MRI recovery Services at Philips' then current standard rates for time and materials.
2. **Service Coverage**.
   - **2.1** Philips will provide the Service elements included in the Agreement as indicated in the Quotation ("Service Coverage"). Customer may request service outside the Service Coverage (e.g., service outside the hours of coverage, service or repair parts that are not otherwise included in this Agreement). Any additional services requested beyond the Service Coverage shall be subject to a quotation for demand services based on the prevailing Philips rates for labor and published list price for parts. Additional services will only be provided at the agreed date and time, after acceptance of the provided quotation and in accordance with the Demand Service Terms and Conditions.

2.2 Labor and Travel. Unless indicated otherwise in the Quotation, labor, and travel hours (on-site and remote) necessary to perform the Services are included in the Agreement.

2.3 Parts. Philips will provide parts necessary for the maintenance of the Equipment on the Site, on Exchange Basis (as defined below), as indicated in the Quotation.

2.3.1 Replacement parts provided by Philips may be refurbished. All components used are subject to Philips inspection and quality control procedures and are equivalent to new in performance.

2.3.2 Parts removed for replacement, and any unused spare part, become the property of Philips and Philips will remove parts from the Site ("Exchange Basis"). Customer may not resell or exchange such parts with any third party. Customer shall make such parts available and return them to Philips or Philips' subcontractor performing the Services. Failure by Customer to return spare and used parts will result in additional invoicing by Philips of the spare part value.

2.3.3 Unless priority delivery is included in the Quotation, all replacement parts will be shipped using Philips standard delivery, subject to availability. Other freight arrangements will be at Customer's request and expense.

2.4 Hours of Coverage. Philips will provide planned and corrective maintenance Services during the service window hours as indicated in the Quotation excluding Philips recognized public holidays.

2.5 Response Time. Philips uses commercially reasonable effort to provide initial/remote response (i.e., call back by a Philips specialist to assess the problem) and on-site response (i.e., start of repair or actions related to repair by Philips on-site) within the response times as listed in the Quotation.

2.6 System Availability. Philips strives to ensure availability of the Equipment for clinical use for the percentage of time indicated in the Quotation. For the avoidance of doubt, unless "Uptime Guarantee" is included in the Quotation, nothing in this Agreement shall be interpreted as a warranty on system availability, uptime, or response time.

2.7 Service Performance Manager.

2.7.1 Philips provides Customer with service performance and Equipment operation data for Equipment covered hereunder ("Service Performance Dashboard and Reporting"). The Service Performance Dashboard and Reporting shows the overall performance information for covered Equipment. Philips does not provide any warranty regarding said data, including without limitation, regarding accuracy and/or usability.

2.7.2 Philips will use reasonable efforts to continuously improve the accuracy of the dashboard representation of insights; however, Philips cannot be held liable in any way for any claim or liability arising due to the use of data/insights for any decisions made in reliance on the data/insight.

2.7.3 The dashboard and insights are delivered via cloud hosted platform and with connectivity to the Site with due care taken to comply with security requirements set forth in the Agreement. The dashboard is made available to Customer via access license for the Term of the Agreement. Customer receives five (5) user licenses per Site for accessing the dashboard as part of the standard dashboard subscription access. Additional user licenses beyond the initial five (5) may be separately made available to Customer upon request. Philips may, in its sole discretion, make changes or cancel any access to the dashboard or features associated with it based on the terms and conditions of the Agreement.

2.8 Transition to In-house Support (also known as Transition Assist).

2.8.1 Includes an option to transition from a comprehensive service agreement ("Comprehensive Agreement") to an In-house Support agreement upon the Comprehensive Agreement anniversary date. Completion of Biomedical technical training (sold separately) is required, to gain access to the system diagnostic licensing and tools and service documentation. The option to transition must be elected ninety (90) days prior to the Comprehensive Agreement anniversary. The original Comprehensive Agreement term length must be maintained for the In-house Support agreement and Strategic Parts coverage options are not removable during the agreement term. The transition to an In-house Support agreement can only be done once during the agreement term; however, Customer may transition back to a Comprehensive Service Agreement at any point during the In-house Support agreement term.

2.9 Transition to In-house Remote (also known as Transition Assist - Support).

2.9.1 Transition to In-house Remote Includes an option to transition from an In-house Support agreement to an In-house Remote agreement upon the agreement anniversary date. The option to transition must be elected ninety (90) days prior to the In-house Support agreement anniversary. The original In-house Support agreement term length must be maintained for the In-house Remote agreement. The transition to an In-house Remote agreement can only be done once during the agreement term, however, Customer may transition back to an In-house Support or a Comprehensive Service Agreement at any point during the In-house Remote agreement term.

3. Exclusions.

Unless otherwise specified in the Quotation, the Services do not include:

3.1 maintaining or repairing third-party products, including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers, magnet replacement, magnet refrigeration system (coldhead, compressor, chillers, cryogens), MR RF rooms, surface coils, HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), lasers, klystrons and thyratrons, magnetrons, plumbicons, waveguides, attachments, and catheters and/or wires;

3.2 maintenance or repair, including the cost thereof, required due to any computer viruses, Trojan horse, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to or that disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment or to permit unauthorized access.

4. Customer Responsibilities.

4.1 During the term of this Agreement, Customer shall maintain the Site and operating environment in accordance with the Philips specifications and guidance provided by Philips from time to time. (For MRI related Services) During the term of this Agreement, Customer shall:

4.2 maintain the Site and operating environment in accordance with the Philips specifications, including but not limited to:

4.2.1 ensuring uninterrupted facility power quality for the MR Equipment (including its cryogenic refrigerator system) and for the chilled water system;

4.2.2 ensuring uninterrupted facility chilled water flow, temperature and quality for the MR Equipment (including its cryogenic refrigerator system);

4.2.3 maintain facility temperature and relative humidity;

4.2.4 ensure the static and dynamic B0 environment (magnetic field environment) stability;

4.2.5 prevent any ferromagnetic material from entering the area of the MRI Equipment; all in accordance with the Philips specifications.

4.3 never switch off the host computer of the MRI Equipment.

4.4 accept remote, centralized magnet 'health' monitoring for all magnet related parameters such as the liquid helium level of the MRI Equipment and the functioning of the MRI Equipment refrigeration system (also known as the "Cold head and Cryo-compressor system").

4.5 if the remote connectivity of the MRI Equipment and/or the magnet 'health' monitoring (as described in Section 4.3 above) has not been accepted by Customer and so those have not been established, record and report to Philips on a weekly basis:

4.5.1 the level of the liquid helium of the MRI Equipment; and

4.5.2 the status of the MRI Magnet refrigeration system.

4.6 immediately inform Philips in case:

4.6.1 an on-screen message appears on the system computer that helium refill is required; or

4.6.2 the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall

immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

4.6.3 a sudden, unexpected drop of liquid helium level is encountered; or

4.6.4 the MRI magnet refrigeration system is out of order and/or not operational.

4.7 act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

4.8 timely inform Philips of any planned power outages.

5. Access to Equipment.

5.1 Customer shall make the Equipment available at a mutually agreed day and time. If Philips cannot locate the Equipment, or the Equipment is not made available for planned maintenance when scheduled, Philips will notify Customer to reschedule a mutually agreeable day and time for the service. Customer's failure to make equipment available a second time may constitute Customer's waiver of the scheduled planned maintenance and shall release Philips from its obligations under the Agreement without any liability. Customer agrees to pay Philips at the then-current demand service rates for the time that Philips' or its subcontractor's personnel waits for access to the Equipment.

6. Contract Administration.

6.1 The Parties will introduce all Equipment listed in the Quotation into an inventory list to register and keep up to date the equipment coverage of the Agreement during the Term. Customer may request the addition of additional system(s) to such inventory list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. Such equipment will be added to this Agreement after receipt of the signed inventory list modification form. Customer may delete Equipment from the inventory list only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control, and Customer notifies Philips in writing with a sixty (60) days' prior notice. Such Equipment will be deleted from this Agreement after receipt of the signed inventory list modification form.

Exhibit 4
ADDITIONAL TERMS AND CONDITIONS FOR UPTIME GUARANTEE

1. Services.

1.1 Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the "Uptime Guarantee") on the Equipment listed in the Quotation as having uptime as a deliverable ("Uptime Equipment").

1.2 The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 6 of the General Customer. Service Terms and Conditions and Section 3 of the Exhibit Additional Terms and Conditions for Imaging Services.

1.3 In the event that the Uptime Guarantee has not been met, then Customer, as its sole and exclusive remedy, will receive the compensation of future Agreement term as described in Section 3 below.

2. Definitions for Determination of Uptime Percentage.

2.1 "Base Hours" means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.

2.2 "Downtime" means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

2.3 "Measurement Period" for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiration of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.

2.4 "Uptime Guarantee" is the minimum Uptime Percentage as set out in the Quotation.

2.5 "Uptime Hours" is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (Uptime Hours = Base Hours – Downtime).

2.6 "Uptime Percentage" is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100: (Uptime Percentage = (Uptime Hours/Base Hours) x 100).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday* over the 12-month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage
*Depending on the Service Window agreed in the Quotation.

3. Adjustment Schedule.

3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for System Uptime, then the specified future contract reduction will be applied to all payments due during the next Uptime Measurement Period (one (1) year) for the System that did not achieve the Uptime Percentage.

Schedule 3(a): Agreement Payment Adjustment Schedule for System.

3.1.1 99% Uptime Guarantee.

3.1.1.1 **Uptime Percentage**: 99%-100% Equals Contract Reduction: None.

3.1.1.2 **Uptime Percentage**: < 99% Equals Contract Reduction: 7%.

3.1.2 98% Uptime Guarantee.

3.1.2.1 **Uptime Percentage**: 98%-100% Equals Contract Reduction: None.

3.1.2.2 **Uptime Percentage:** <98% Equals Contract Reduction: 6%.

3.1.3 96% Uptime Guarantee.

3.1.3.1 **Uptime Percentage**: 96%-100% Equals Contract Reduction: None.

3.1.3.2 Uptime Percentage: <96% Equals Contract Reduction: 5%.

3.1.4 95% Uptime Guarantee.

3.1.4.1 Uptime Percentage: 95%-100% Equals Contract Reduction: None.

3.1.4.2 Uptime Percentage: <95% Equals Contract Reduction: 4%.

4. Reports.

4.1 Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within sixty (60) days after the end of a Measurement Period.

5. Warranty Disclaimer.

5.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.

6. Limitations of Remedies and Damages.

6.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

University medical Center S.NV - Las Vegas

Final Audit Report 2025-04-08

Created:	2025-04-08
By:	Raymond Veno (raymond.veno@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2DFLhIYT43pMKAB_B6Dm_3Rr3YH95GIX

"University medical Center S.NV - Las Vegas" History

Document created by Raymond Veno (raymond.veno@philips.com)
2025-04-08 - 2:23:01 PM GMT- IP address: 146.112.43.41

Document emailed to Michael Callahan (Michael.Callahan@philips.com) for signature
2025-04-08 - 2:27:07 PM GMT

Email viewed by Michael Callahan (Michael.Callahan@philips.com)
2025-04-08 - 2:32:09 PM GMT- IP address: 146.112.43.240

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2025-04-08 - 2:55:33 PM GMT

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2025-04-08 - 2:56:09 PM GMT

Document e-signed by Michael Callahan (Michael.Callahan@philips.com)
Signing Reasons
"I Approve" (Signature 2)
"I Approve" (Signature 1)
Signature Date: 2025-04-08 - 2:56:10 PM GMT - Time Source: server- IP address: 146.112.43.202

Agreement completed.
2025-04-08 - 2:56:10 PM GMT

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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

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips Healthcare, a division of Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street, 3rd floor	**Website:** www.philips.com
City, State and Zip Code:	Cambridge, MA 02140	**POC Name: Jamie La Boda** **Email: jamie.laboda@philips.com**
Telephone No:	425-482-8337	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	720-354-6928	**Local POC Name: Nataile Kies** **Email: natalie.kies@philips.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)
Philips Holding USA Inc	Member	100% Membership interest

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

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

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

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

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

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

Electronically signed by: Jamie La Boda
Reason: I have reviewed and approve this document.
Date: Mar 29, 2024 14:27 PDT

Signature

Jamie La Boda

Print Name

Senior Manager Commercial Contracts

Title

29-Mar-2024

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UnversityMedicalCenterSNLV_DisclosureofOwnership_03292024_JJL

Final Audit Report 2024-03-29

Created:	2024-03-29
By:	Jamie La Boda (jamie.laboda@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbz4CawYkCeXLwgZKBYOZDuDynkvZASnd

"UnversityMedicalCenterSNLV_DisclosureofOwnership_03292024_JJL" History

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2024-03-29 - 9:22:03 PM GMT- IP address: 155.190.3.5

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2024-03-29 - 9:25:55 PM GMT

Jamie La Boda (jamie.laboda@philips.com) authenticated with Adobe Acrobat Sign.
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Document e-signed by Jamie La Boda (jamie.laboda@philips.com)
Signing reason: I have reviewed and approve this document.
Signature Date: 2024-03-29 - 9:27:59 PM GMT - Time Source: server- IP address: 155.190.3.8

Agreement completed.
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchaser-Specific Agreement with Agiliti Surgical Equipment Repair, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement with Agiliti Surgical Equipment Repair, Inc; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000702100
Description: Core Service Agreement
Bid/RFP/CBE: NRS 450.525 & 450.530
Term: Three-Year Term
Amount: $650,000.00 (Total)
Out Clause: 90 days w/o cause

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

BACKGROUND:

This request seeks to establish a three-year Service Agreement for the maintenance and cleaning of surgical instruments and autoclaves with Agiliti Surgical Equipment Repair, Inc. ("Agiliti Surgical"). Under this agreement, Agiliti Surgical will provide repair and maintenance services for the following: On-location cleaning of non-powered handheld surgical instruments, On-location autoclave cleaning, Off-location maintenance of non-powered handheld surgical instruments, and Off-location maintenance of powered equipment. These services will cover instruments and equipment used in the Main Operating Rooms (ORs), Trauma ORs, and Labor & Delivery (L&D) ORs. The previous Agreement for surgical instruments and equipment repair services was effective as of January 01, 2020. UMC will compensate Agiliti Surgical a total of $650,000.00 for these vital services.

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

UMC's Clinical Director Specialty Services has reviewed and recommends approval of these Agreements. The Agreements were 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 April 23, 2025 meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda
April 30, 2025

Agenda Item #

10

THIS PURCHASER-SPECIFIC AGREEMENT (the "Agreement") is effective as of the last signature date below, by and between Agiliti Surgical Equipment Repair, Inc., and the following entity herein referred to as "Purchaser" and is entered into in connection with that certain Purchasing Agreement, Agreement # 4923, dated December 1, 2024, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Agiliti Surgical Equipment Repair, Inc. (hereinafter "Vendor") located at 11095 Viking Drive, Suite 300, Eden Prairie, Minnesota 55344 ("Purchasing Agreement"). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

Facility/Group Name: (if Group, list of Affiliates of Group shall be attached to this Agreement)	University Medical Center of Southern Nevada
Address:	1800 West Charleston Boulevard
City, ST, ZIP:	Las Vegas, Nevada 89102
Type:	[X] Acute Care [ ] Surgery Center [ ] Imaging Center [ ] Other
GPOID:	
Contact Person & Title:	Janet David Lustina, Clinical Director Specialty Services
Contact Phone:	
Contact Email:	Janet.DavidLustina@umcsn.com
Covered Products	Surgical Instruments and Power Equipment

1. TERM
   This Agreement begins on the Effective Date and continues in effect for three (3) year(s)

2. TERMINATION
   This Agreement may be terminated by the Purchaser without cause or penalty, with ninety (90) days written notice to the Vendor.

3. REPAIR SERVICES FOR THE FOLLOWING COVERED PRODUCTS (check box)

   ☒ On-location non-powered handheld surgical instruments
   ☒ On-location autoclave cleaning
   ☒ Off-location non-powered handheld surgical instruments
   ☒ Off-location power equipment

   a. **DESCRIPTION.** Vendor will, directly or through the original equipment manufacturer, provide repair services ("**Repair Services**") to the equipment, devices or instruments identified above (the "**Covered Products**"). The Repair Services will be performed at a Vendor service center; however, at Vendor's option, repairs may be performed at Purchaser's site. Vendor shall furnish all labor, supervision, equipment, tools, travel, parts and materials necessary to provide Repair Services to Purchaser, for the Covered Products to perform in accordance with the Documentation, the Purchasing Agreement, and this Agreement. All testing shall be performed in accordance with applicable Joint Commission standards and all test reports provided to Purchaser

   b. **QUALIFICATIONS.** All Repair Services shall be performed by competent Vendor Personnel, experienced and qualified to work on the Covered Products. Purchaser may require a written certification from Vendor, if requested of Purchaser by the Joint Commission, that all Vendor

Personnel authorized to maintain and repair the Covered Products are competent and able to perform all duties listed under the terms of the Purchasing Agreement and this Agreement.

c. **SERVICE TICKETS.** Unless pre-approved by Purchaser, Vendor Personnel shall contact Purchaser prior to any Repair Services being performed. Service tickets will be issued by Vendor identifying the Covered Product, date of receipt, date and details of repairs and testing, and outcome. If requested, upon completion of any Repair Services performed on-site at a Purchaser's location, Vendor will provide Purchaser with a copy of the service ticket signed by a Purchaser's representative. In lieu of presenting service tickets while on-site, service tickets may be emailed to Purchaser. Service tickets will be included with the return of Covered Products that are repaired off-site. Failure to provide service tickets as set forth above will result in non-payment, if any payment is owed.

d. **ONLINE SERVICE PORTAL.** If Vendor has an online service portal, Vendor will extend access to Purchasers at no extra cost or fee, and Purchaser may use the portal for each service request, in addition to other methods of ordering service request, as agreed upon between the parties.

e. **DOCUMENTATION.** Promptly upon Purchaser's written request, Vendor will supply Purchaser with all Documentation and resources that Purchaser reasonably determines to be useful or necessary to perform customer support and troubleshooting on the Covered Product. All Documentation, including technical manuals and related publications provided to Vendor by Purchaser shall remain the property of Purchaser. Vendor shall be responsible for safeguarding of such material.

f. **SHIPPING**. If Vendor directs Purchaser to return a Covered Product to a Vendor designated repair center for repair, Vendor will provide pre-paid shipping labels, and other packaging and shipment instructions to Purchaser. Vendor will be responsible for risk of loss and the cost of shipping the Covered Product to the designated service center for repair. If Purchaser chooses other shipment method, Vendor will not reimburse. Once Vendor has restored the Covered Product to its proper operating condition, Vendor will return the Covered Product to Purchaser. Vendor will be responsible for the risk of loss during shipment and the cost of shipment of the Covered Product to the Purchaser.

g. **BEYOND ECONOMICAL REPAIR.** Upon discovery of Covered Product that in Vendor's reasonable opinion is Beyond Economical Repair, Vendor will notify Purchaser and await Purchaser's instructions, which may include removing the Covered Product or returning it to Purchaser for Purchaser to remove the Covered Product from further use. "Beyond Economical Repair" means any Covered Product that can no longer be effectively or safely maintained or repaired.

h. **RECALL.** In the event of Recall, in addition to any applicable provisions in the Agreement, Vendor will locate any Covered Product subject to the Recall and remove it from use if required by the Recall. Vendor will await further instructions from Purchaser.

i. **REPLACEMENT PARTS AND SOURCING.** Vendor shall be responsible for ordering, procurement and payment for replacement parts. Vendor will ensure that any non-OEM suppliers of parts have appropriate internal quality systems in place. Vendor shall be responsible for shipping and freight charges for the replacement parts. Vendor will provide all replacement parts which shall be new except as pre-approved by Purchaser . Use of used, remanufactured, reconditioned or refurbished parts is strictly prohibited, except where authorized by Purchaser. All used, remanufactured, reconditioned or refurbished parts used shall have the same warranties as a new part component. Parts removed for replacement become the property of Vendor and Vendor will remove parts from the Location. Vendor shall maintain an inventory of spare and replacement parts to ensure repairs are made in a timely manner. If any Vendor supplied part is

subject to a Recall, Vendor shall assume all responsibility and costs for implementing such Recall in accordance with applicable laws, regulations and government directives.

j. **STERILIZATON**. If the Services are ordered to include sterilization or disinfecting of Covered Products to prepare them for immediate use after repair, Vendor will ensure and certify that all Covered Products at return, have been sterilized or disinfected, and packaged according to the current applicable guidelines and checklists of the Joint Commission, the FDA and the CDC. If Services include sterilization or disinfection, Vendor will clearly mark the packaging of the Covered Products to indicate that the Covered Products are sterilized or disinfected, and are ready for use.

k. **DAMAGE TO COVERED PRODUCT**. In addition to any rights and remedies Purchaser shall have under the Agreement, any damage to Purchaser's owned or rented Covered Products as a result of Vendor's negligence or nonfeasance, which renders the Covered Product inoperable, shall be repaired or replaced by Vendor, at Purchaser's option, at no cost to Purchaser.

2. **PRICING**. Vendor provides Repair Services at the Pricing set forth in Schedule 1, which shall not be greater than the pricing set forth in the Purchasing Agreement, except if acknowledged by HealthTrust below. The pricing will not change for the Term of the Agreement.

3. **RECORDS.** Vendor agrees to provide any and all supporting documentation concerning any disputed amount of an invoice to Purchaser within thirty (30) days after Purchaser provides written notice of the dispute to Vendor. ***In accordance with NRS244.250 Purchaser shall not provide payment on any invoice Vendor Submits after six (6) months from the date Vendor performs services, provides deliverables, or milestones.***

4. **SUBCONTRACTORS.** Intentionally omitted.

5. **AMENDMENT/MODIFICATION.** No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing and executed by all Parties, except with respect to transition period extension as set forth in Section 12.5 (Transition) of the Purchasing Agreement.

6. **EXECUTION.** This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

7. **INDEMNIFICATION.** Vendor will indemnify, hold harmless and defend Purchaser from and against any and all third-party claims, actions, suits, proceedings, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from bodily injury, property damage or loss of property to the extent caused by Vendor's negligence or willful misconduct in the performance of Services under this Agreement.

   To the extend allowed by law, Purchaser will indemnify, hold harmless and defend Vendor, from and against any and all third party claims, actions, suits, proceedings, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from bodily injury, property damage or loss of property to the extent arising from the negligence or willful misconduct of Purchaser.

   Promptly after receipt of notice of its involvement in any action, proceeding or investigation, a party will, if a claim for indemnification in respect thereof is made against the other party, notify the other party of such involvement and specify in reasonable detail the factual basis for such third party claim and, to the extent known, the amount of the third party claim. Failure to so notify the other party (the "Indemnifying Party") will relieve the Indemnifying Party from the obligation to indemnify only to the extent it suffers actual prejudice as a result of such failure.

The Indemnifying Party will be entitled to assume the defense of any such action or proceeding with counsel reasonably satisfactory to the other party (the "Indemnified Party"). The Indemnifying Party will not consent to the terms of any compromise or settlement of any action defended by it in accordance with this Section without the prior written consent of the Indemnified Party, unless such compromise or settlement includes an unconditional release of the Indemnified Party from all liability arising out of such action and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

ACCEPTED AND AGREED:

FACILITY/GROUP: University Medical Center of Southern Nevada

By:_____

Name: Mason Van Houweling

Title: CEO

Date:_____

Agiliti Surgical Equipment Repair Inc.

By: Kim Vlaisavljevich Digitally signed by Kim Vlaisavljevich Date: 2025.04.15 22:41:30 -05'00'

Name: Kim Vlaisavljevich

Title: VP of Finance & Treasurer

Date:_____

Acknowledged:
HealthTrust Purchasing Group, L.P.,
By HPG Enterprises, LLC, its general partner:

By: _____

Name:_____

Title: _____

Date: _____

The Purchaser-Specific Agreement will be sent to HealthTrust (HPG.PurchasedServices@Healthtrustpg.com), via DocuSign, within thirty (30) days of Purchaser and Vendor signing the agreement.

Group Key Contact Information

Group Name: _____

Key Contact: _____

Title: _____

Phone #: _____

Email Address: _____

SCHEDULE 1

PRICING DETAILS AND COVERED PRODUCTS

CONFIDENTIAL

April 17, 2025

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

Re: Request for competitive bidding information regarding Instrument Repair Services.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Instrument Repair Services. 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 Instrument Repair Services. HealthTrust issued RFPs and received proposals from identified suppliers in the Instrument Repair Services category. A contract was executed with Agiliti, Steris, Total Scope, and Aesculap in December of 2024. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

N/A

Number of Clark County Nevada Residents Employed: 23

Corporate/Business Entity Name:	Agiliti Surgical Equipment Repair, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	11095 Viking Drive, Suite 300	**Website:** agilitihealth.com
City, State and Zip Code:	Eden Prairie, MN 55344	**POC Name:** Adam Ewing, Solutions Executive **Email:** adam.ewing@agilitihealth.com
Telephone No:	800-722-3675	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:	N/A	**Local POC Name: N/A** **Email: 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)
THL Agiliti, LLC		100%

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

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

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

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

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

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

Kim Vlaisavljevich — Digitally signed by Kim Vlaisavljevich Date: 2025.04.23 12:50:03 -05'00'

Signature — Kimberly Vlaisavljevich (Print Name)

VP of Finance & Treasurer (Title) — 04/23/25 (Date)

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CSC Endorsement Application Letter**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the UMC Governing Board approve the Endorsement Application Letter for the Crisis Stabilization Center; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will approve a letter stating the effective date of the Crisis Stabilization Center. In collaboration with Clark County, Nevada, University Medical Center of Southern Nevada intends to open the UMC Crisis Stabilization Center located at 5409 E. Lake Mead Blvd., Las Vegas, NV 89156, on June 23, 2025.

Cleared for Agenda
April 30, 2025

Agenda Item #
11

April 30, 2025

Nevada Division of Public and
Behavioral Health (DPBH)
4150 Technology Way
Carson City, NV 89706

RE: UMC Governing Board - Endorsement Application – Crisis Stabilization Center

To: Nevada Division of Public and Behavioral Health Licensing Division

In collaboration with Clark County, Nevada, University Medical Center of Southern Nevada intends to open the UMC Crisis Stabilization Center located at 5409 E. Lake Mead Blvd., Las Vegas, NV 89156, on June 23, 2025.

The UMC Crisis Stabilization Center will operate 24 hours a day, 365 days a year, serving individuals who are suffering from a mental or behavioral health emergency or from a substance use disorder, regardless of their ability to pay.

Should you have any questions relative to the endorsement application or the opening of the UMC Crisis Stabilization Center, please do not hesitate to contact me.

Respectfully,

Mason Van Houweling
Chief Executive Officer

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Education – Health Trust Update**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational update from Craig Dabbs, Sr. Director of Strategic Accounts with Health Trust, regarding the impact of the tariffs on supplies at UMC; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

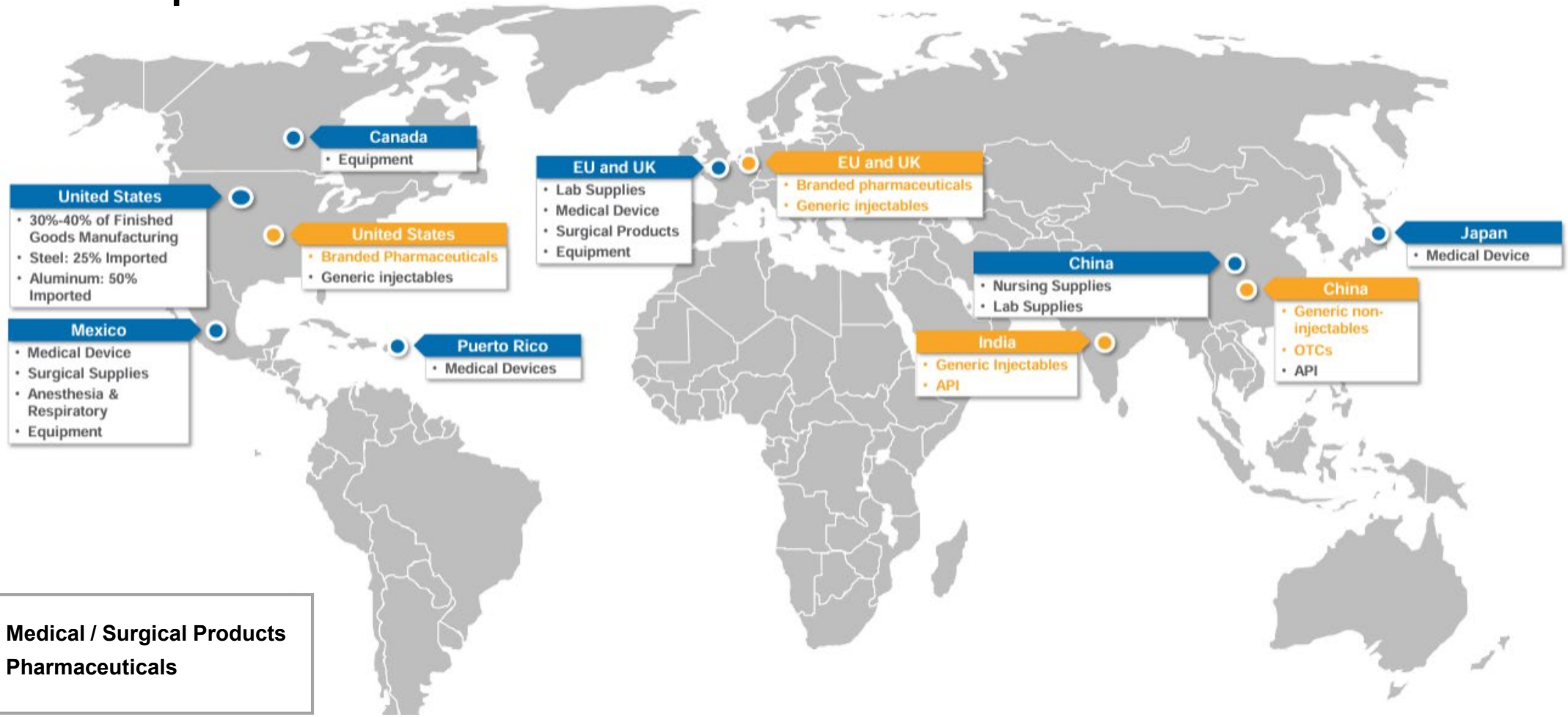
The Governing Board will receive an informational presentation regarding the impact of the tariffs on supplies at UMC.

Cleared for Agenda
April 30, 2025

Agenda Item #
12

UMC of Southern Nevada
Tariff Overview

Tariff Update



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Overview of Reciprocal Tariffs

Top Manufacturing Countries With Reciprocal Tariff

Manufacturing Country Origin	Tariff %
European Union	20%
China*	145%
Japan	24%
India	27%
Switzerland	32%
Malaysia	24%
Bangladesh	37%
Dominican Republic	25%
Liechtenstein	37%
Indonesia	32%
Israel	17%
Cambodia	49%

Manufacturing Country Origin	Tariff %
Republic of Korea	26%
Sri Lanka	44%
Norway	16%
Philippines	18%
Pakistan	30%
Singapore	25%
Thailand	37%
Tunisia	28%
Taiwan	32%
Vietnam	46%
South Africa	31%

*Later updated

On April 2nd, President Trump announced a **10% tariff** that would affect approximately **180 countries**

Higher "Reciprocal" tariffs were introduced to more than **57 countries**, but on April 9th those additional tariffs were **paused for 90 days** (see table)

Potential Tariff Impact

- We are evaluating the impacts of proposed tariffs
  - In general, the tariff situation is extremely fluid and changing almost daily
  - April 9th, Trump pauses tariffs for 90 days with the exception of China

- China, Mexico and Canada has the largest exposure to tariffs
  - The tariff % will not be applied to price but to cost when items are imported

- Rx Suppliers seem to be taking proactive measures to mitigate financial risk
  - Stockpiling of API from China/India
  - Stockpiling inventory of final does manufactured in the US
  - Modifying supply chains by driving imports through less tariff risk countries

- Regarding supply disruption
  - We recommend not significantly modifying purchasing patterns, as this could lead to near-term shortages

Potential Tariff Impact – Facilities & Construction

- **High impact** - **Lighting**
  - No US manufacturers of LED drivers. Large portion of lights final assembled in Mexico.

- **Moderate to High impact** - **Mechanical equipment**
  - Most Trane mechanical equipment final assembled in the US
  - Many of the Carrier equipment items are final assemble in Mexico
  - JCI Chillers DX chillers are manufactured in Mexico all other chillers and AHU's final assembly in US.

- **Minimal impact – FFE**
  - Items are price protected by contract terms.
  - Vendors are limited to what adjustments are allowable.

- **Moderate to High impact** - **Electrical equipment**
  - Many components are purchased offshore.
  - Some final assembly in Mexico. Equipment is heavily commodity based (steel, aluminum, copper).

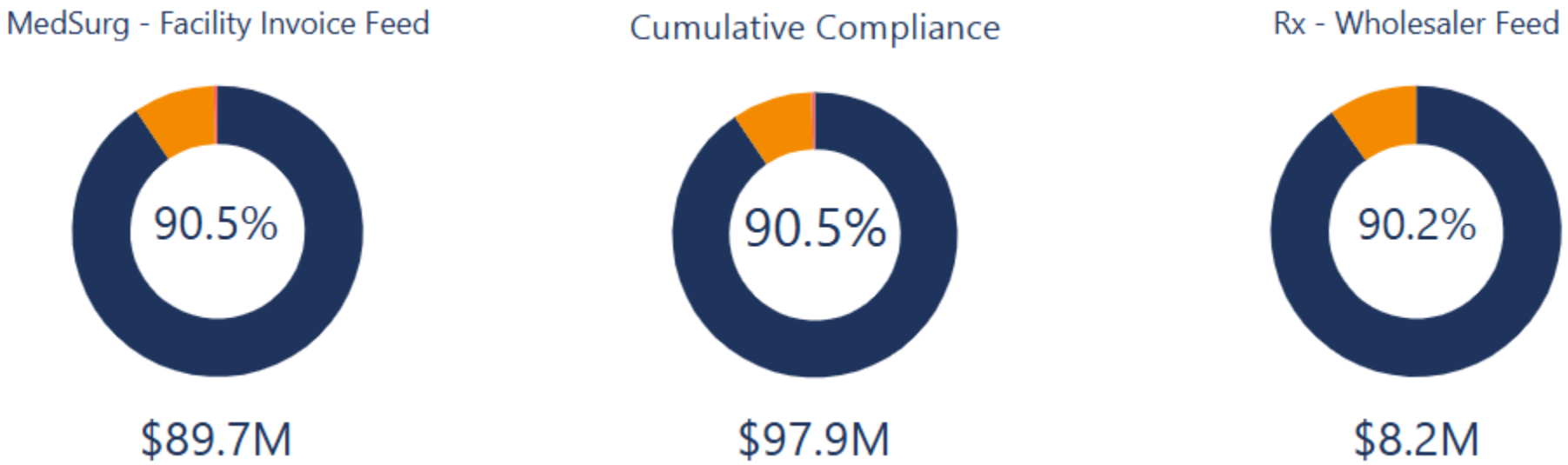
Other Policies / Practice to Watch

- Strategic Trade Policy Focus
  - Potential targets include BRICS nations (Brazil, Russia, India, China, South Africa), Colombia, and the EU
  - Fuel, Metals, Electronics, Machinery, Plastics

- Indonesia to Cut Nickel Production by 40% in 2025
  - Could significantly impact the production capabilities and cost of batteries and stainless steel production

While cost could be a factor at varying levels the major concern of suppliers is equipment delay at the boarder.
Current reports 8-12 weeks.

Contract Performance Overview



- UMC currently has a high contract penetration rate.
- Vast majority of spend across med/surg and Rx remains protected via firm pricing terms.

*CY 2024 Spend. Percentages are based on contract eligible spend flowing through HealthTrust data feeds.

Tariff Impact Mitigation

- Our position is that suppliers must focus on managing their supply chains responsibly and deploying methods to avoid and/or offset potential increases created by tariffs, and suppliers should absorb potential tariff increases versus making that cost burden to HealthTrust members.

- To proactively address these exposures, HealthTrust continues to develop and implement mitigation strategies in collaboration with key suppliers
  - Qualifying new supply sources
  - Relocating manufacturing to unaffected regions
  - Leveraging long-term contracting to stabilize pricing
  - Standardizing product formularies where feasible

- Through our relationship, UMC is protected via firm contract terms which ensure price stability by preventing suppliers from immediately passing tariff-related cost increases directly to members.

Thank You

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **2025 Governing Board Action Plan**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2025 Action Plan, to include an update from Dr. Carmen Flores, regarding robotic surgeries at UMC; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a presentation from Dr. Flores regarding updates on robotic surgeries at UMC.

Cleared for Agenda
April 30, 2025

Agenda Item #
13

ROBOTIC SURGERY: *Progression towards the Gold Standard*

Carmen Flores MD FACS

Medical Director of Surgical Services

#VEGASSTRONG

NEXT GENERATION IN ROBOTIC SURGERY

Surgeon-controlled energy settings



Integrated handheld camera



Endoscope flip



Integrated energy and stapling



Da Vinci system integration enables

Surgeon autonomy





Integrated table motion



Integrated video recording with Intuitive Hub



Surgeon controlled suction and irrigation



Always available fourth arm for retraction

MAT00963 V1 US 06/2023

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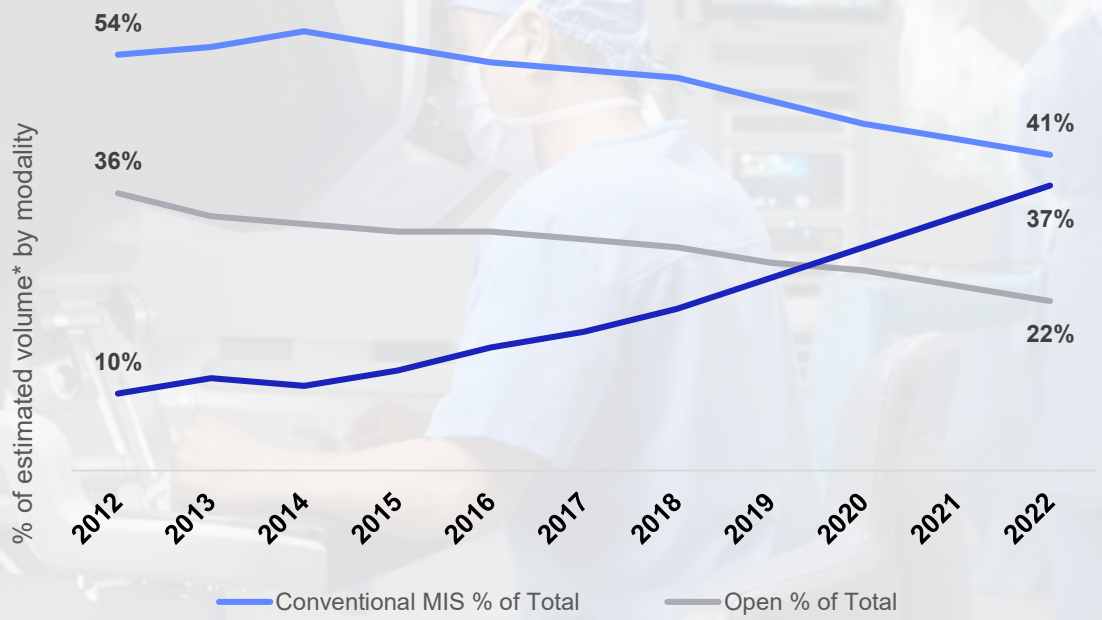
WHY ROBOTICS?

W i od lit is dri i g U.S. gro t



*Estimated volume of hospital inpatient and outpatient procedures , including: Bariatrics, Cholecystectomy, Colorectal, Foregut, Inguinal Hernia, Ventral Hernia, Hysterectomy - Benign & Radical, Lung Resection, Nephrectomy - Partial & Radical, and Prostatectomy procedures. Intuitive internal estimates based on hospital inpatient and outpatient procedure data available from IQVIA (formerly IMS Health) for 2012 – 2021, with 2022 estimates extrapolated from 2021. Da Vinci surgery volumes are for 2012 - 2022, which also includes procedures performed at ambulatory surgery centers. Data analysis, including ICD-9 and ICD-10 codes, are on file at Intuitive. Data and conclusions should be considered preliminary unless published in peer-reviewed journal.

Preparing for the future

77%

of resident applicants believed robotic-assisted surgery would be very important to their future[1]

47%

Gro t ro e surgeo s tr i ed o d Vi i s ste s t roug reside or ello s ip[2]

1,450+

Tot l e ui le erti i tes, 202 2022 de i e r[2]

1. Krause, W., Bird, J. The importance of robotic-assisted procedures in residency training to applicants of a community general surgery residency program. J Robotic Surg 13, 379–382 (2019). https://doi.org/10.1007/s11701-018-0859-5
2. Procedure volumes and growth rates based on Intuitive internal data for 2021-2022 academic year

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WHY ROBOTICS?

Da Vinci technology training in residency programs

There is at least one da Vinci system in each of the 100 largest residency program hospitals in the U.S.*

Percentage of 100 largest residency program hospitals that perform surgery utilizing the da Vinci system in each category†



Urology	General surgery	Gynecology	Thoracic	Head and neck
100/100 hospitals	100/100 hospitals	100/100 hospitals	97/100 hospitals	90/100 hospitals

* List of programs provided via public data request from the Accreditation Council for Graduate Medical Education. 2020-2021 academic year (July 1, 2020–June 30, 2021) by resident fellow count

† Information based on Intuitive internal analysis of SAP Hana data as of October 24, 2022

‡Information based on Intuitive internal data as of November 17, 2021

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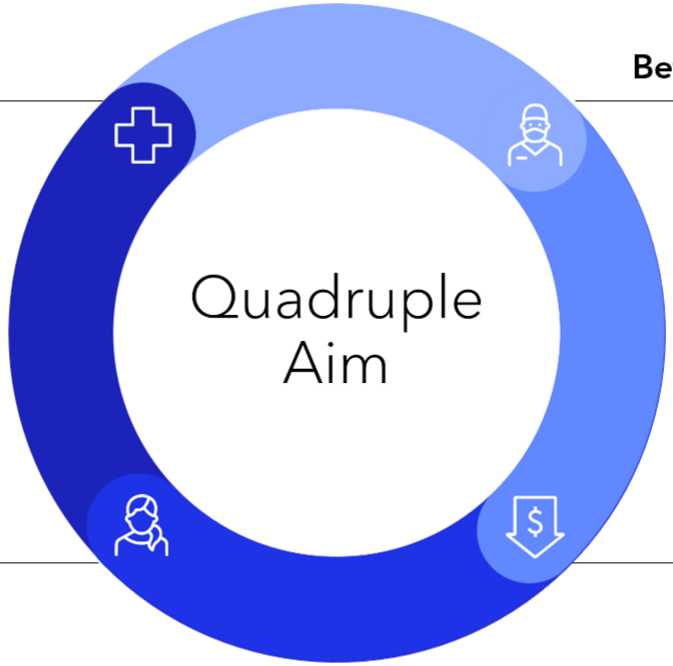
WHY ROBOTICS?

Better outcomes

Length of stay
Consistency of outcomes
Surgical site infections
Complications
Return to OR
Readmission



Better care team experience

Ergonomics
Dedicated teams
OR efficiencies
Analytics
Training

Better patient experience

Recovery
Conversions
Outpatient versus inpatient

Lower total cost of care

Clinical cost
Direct costs
Clinical variation

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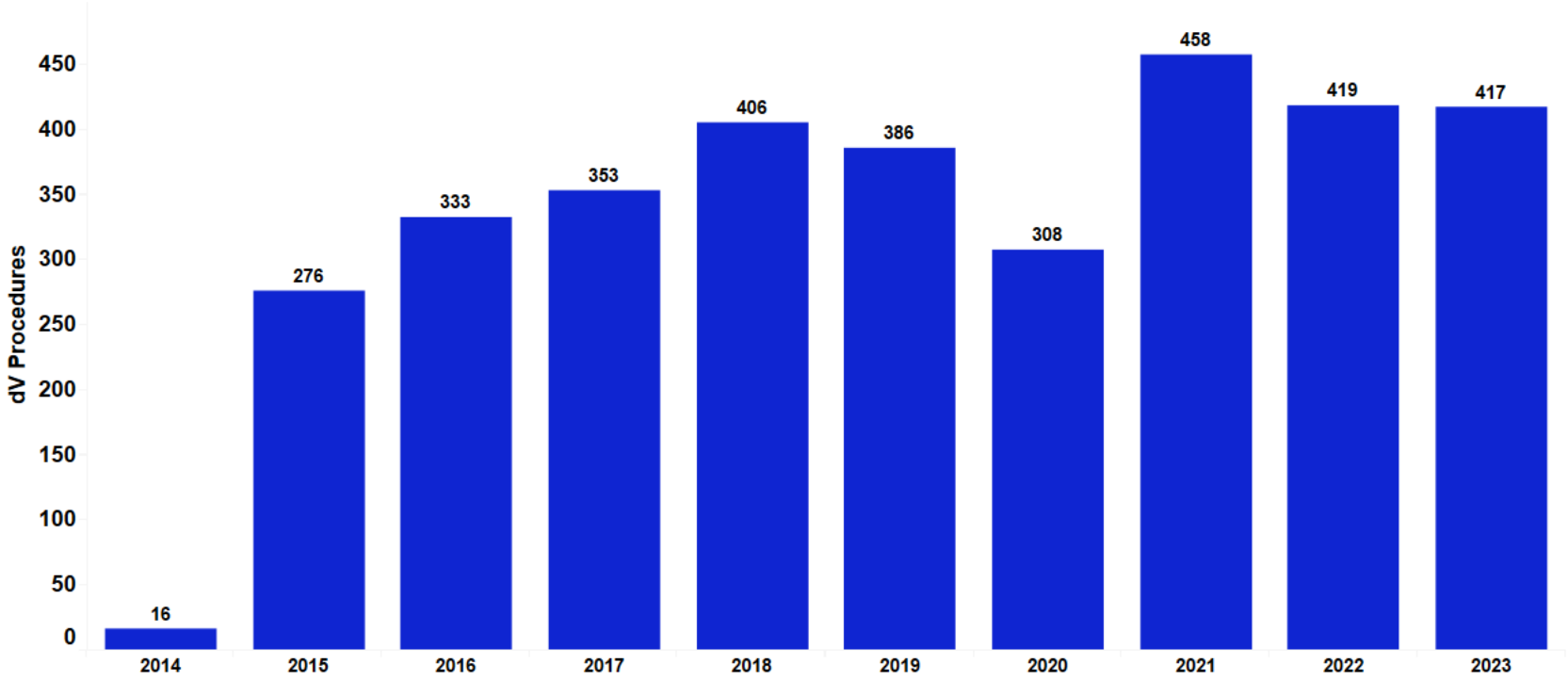
Da Vinci Lifetime Procedure Trends

INTUITIVE

University Medical Center of Southern Nevada - 10092

3,588 patients impacted over 10 years



This data comparison is not case-matched for patient complexity and/or disease status and may not be comparable across these surgical modalities. The data analysis has not been peer-reviewed and published. Data presented here may or may not be reproducible and is not generalizable.

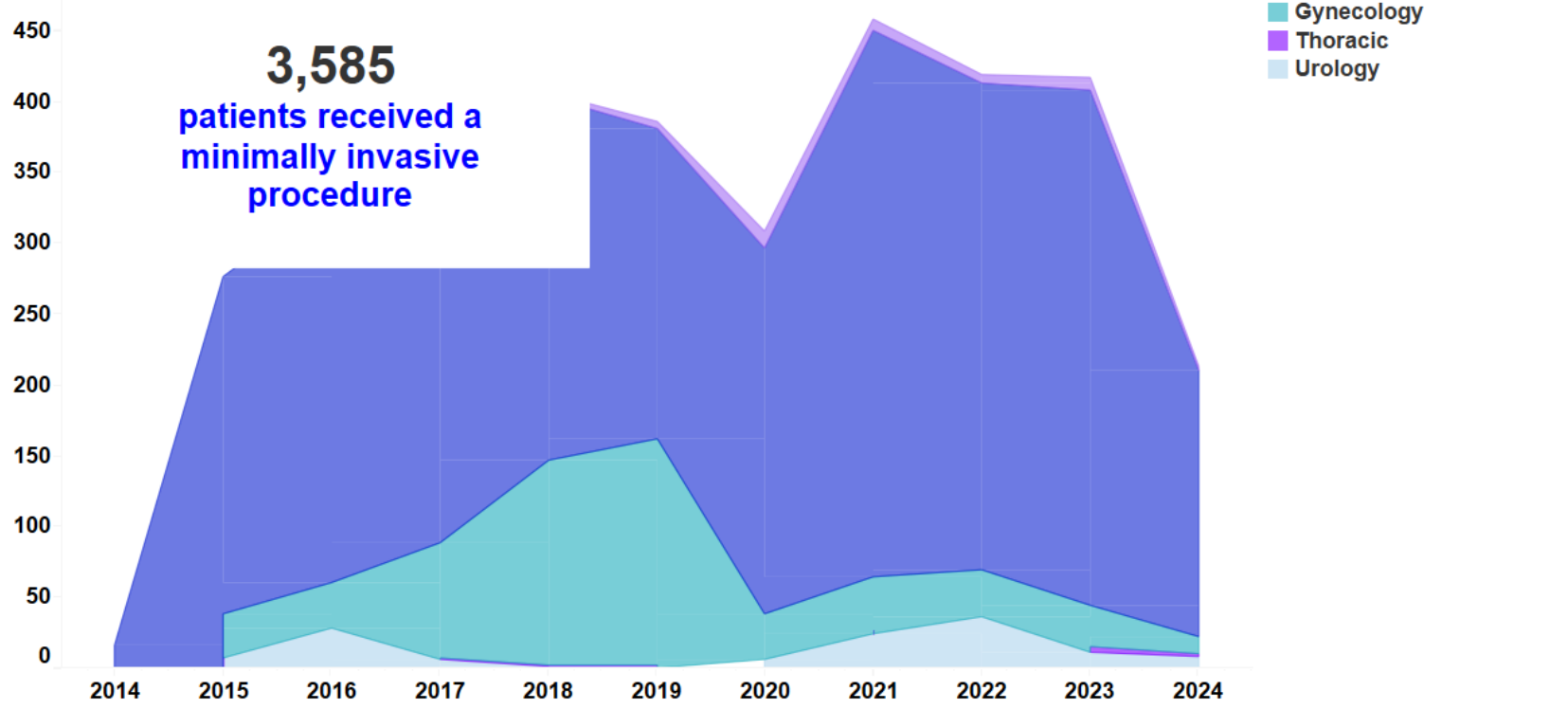
WHERE WE BEGAN

Procedure Volume by Specialty

University Medical Center of Southern Nevada - 10092

INTUITIVE

IDN Group: All; **IDN Division:** All; **Hospital:** All

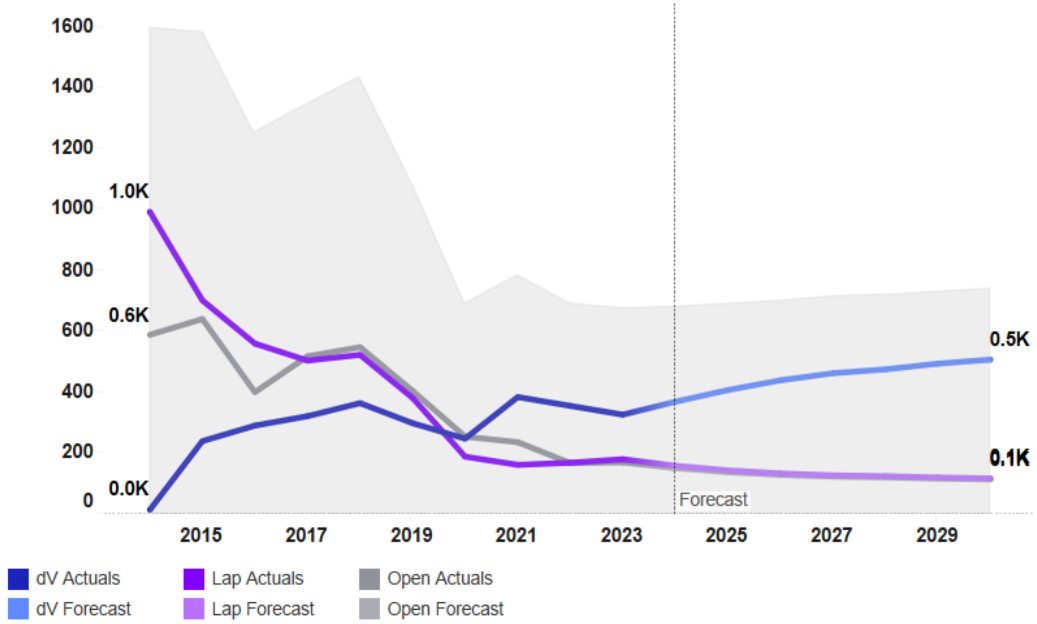


This data comparison is not case-matched for patient complexity and/or disease status and may not be comparable across these surgical modalities. The data analysis has not been peer-reviewed and published. Data presented here may or may not be reproducible and is not generalizable.

University Medical Center of Southern Nevada - Today

Case Modality Trends and Potential Growth

Year 1 forecast based on **13.0% dV growth, -11.9% Lap growth, and -11.1% Open growth and a tapered growth rate for future years;**. Volumes for procedures where 3rd party data is available.



Da Vinci accounts for **48%** of soft tissue procedures but is in only **17%** of operating rooms

(12 soft tissue ORs)

Est. Annual Utilization Comparison

dV (L4Q)	Lap ('23)
222 (cases/system)	23 (cases/system)

Show Total Volume? Yes

Choose % or Number: Number

Data is directional and presented for planning purposes only. The data analysis has not been peer-reviewed and published. Any clinical, financial, and operational projections should be independently validated. Data on procedural volumes are captured through OnSite monitoring system for **University Medical Center of Southern Nevada - 10092**. Procedure volumes for laparoscopy and open surgery are based on IQVIA claims data from 2023. Utilization calculation assumes **12** soft tissue operating rooms and **8** lap towers across the facility. L4Q dv system utilizati..

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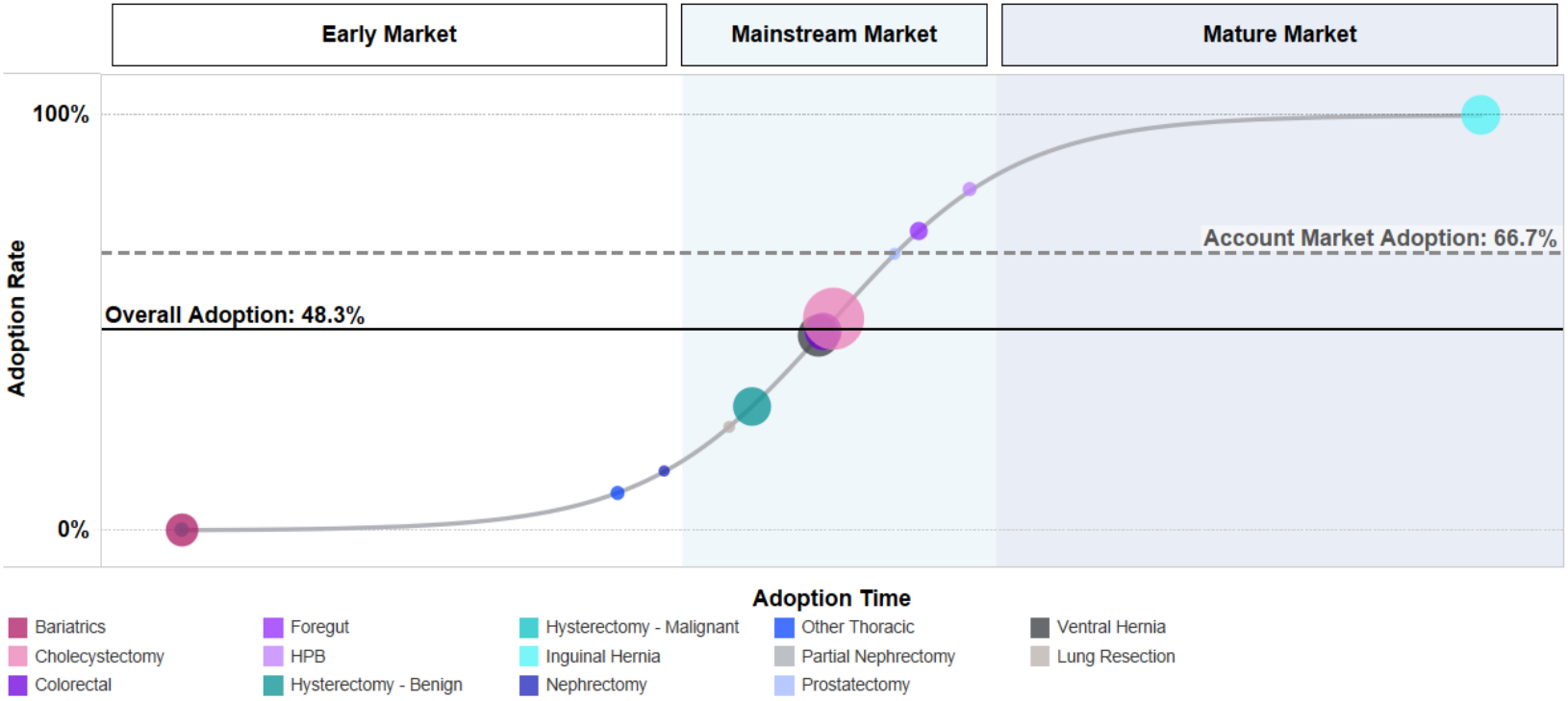
Where is your da Vinci program today?

University Medical Center of Southern Nevada



Adoption rate based on 2023 da Vinci procedural volume dV system log divided by laparoscopic and open surgery volumes from IQVIA claims data from 2022 for **University Medical Center of Southern Nevada - 10092**. The data analysis has not been peer-reviewed and published. Data presented here may or may not be reproducible and is not ge..

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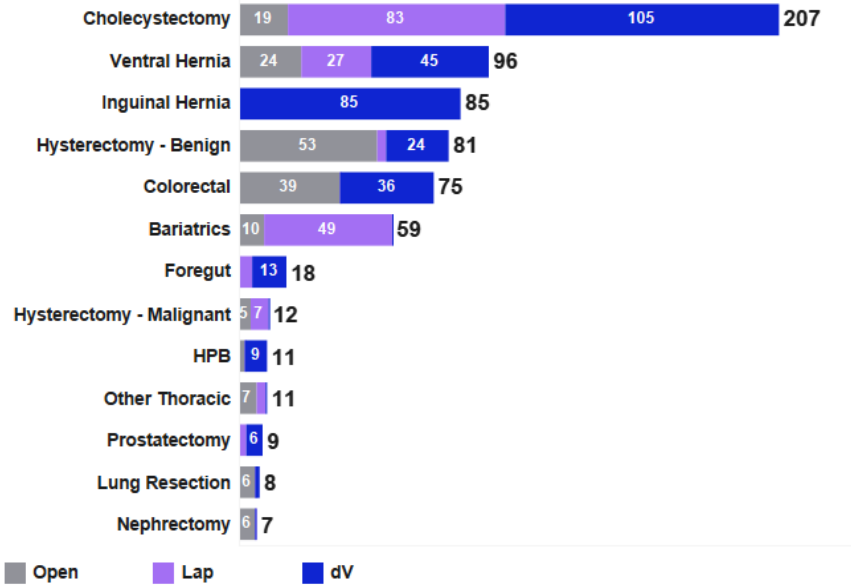
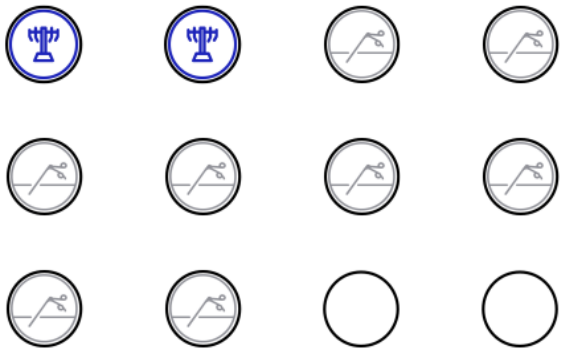
Procedure volume by modality and OR footprint today

University Medical Center of Southern Nevada

Procedure volume by modality, 2023



2 Robotic Systems / 8 Lap Towers / 2 Open ORs



Data is directional and presented for planning purposes only. The data analysis has not been peer-reviewed and published. Any clinical, financial, and operational projections should be independently validated. Data on procedural volumes are captured through OnSite monitoring system for **University Medical Center of Southern Nevada - 10092**. Procedure volumes for laparoscopy and open surgery are based on IQVIA claims data from 2023. The # robotic systems excludes SP model. Infrastructure estimates of **12** soft tissue operating rooms and **8** laparoscopic towers are user input.

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CATALYSTS FOR CHANGE



Physician Leadership



Building Trust



Patient-Centered Approach



Executive-Physician-Industry Partnership



Data-Driven Decision Making



Staff Training



Process Improvement



Educational Resources



Steering Committee

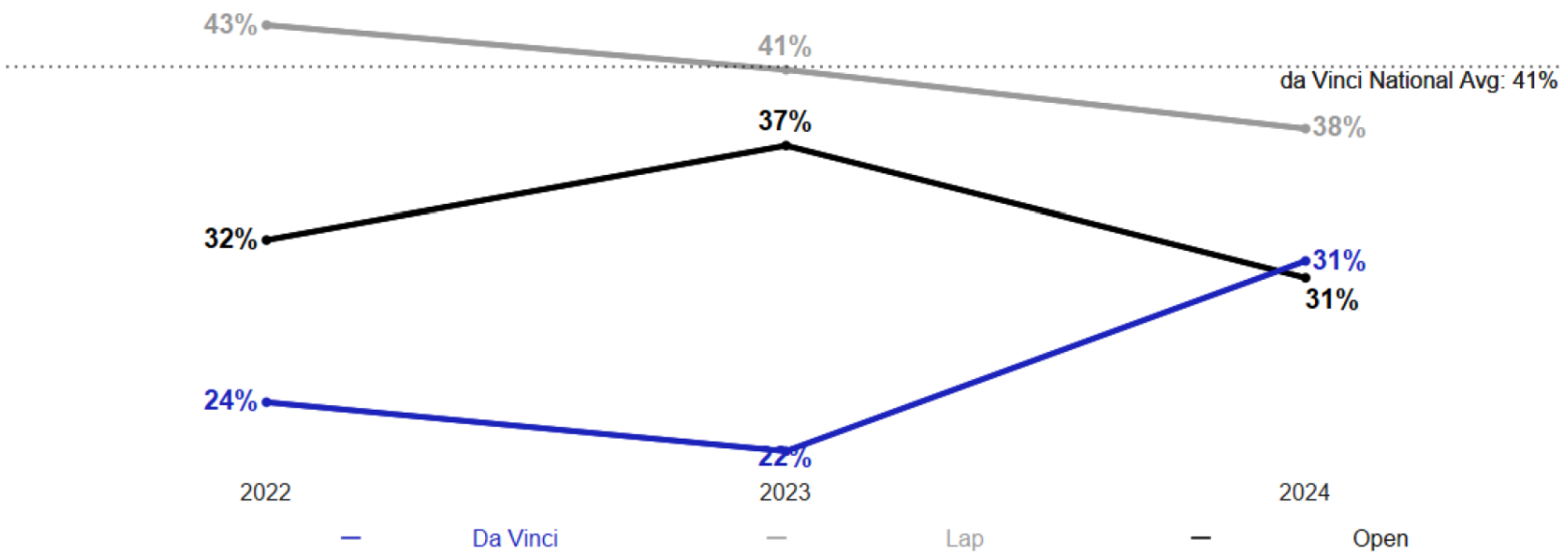


Expanding Access

MACA | Market Access & Custom Analytics

Is Da Vinci driving Minimally Invasive Adoption?

Soft Tissue Surgical Volume % By Modality



SOURCE: **University Medical Center of Southern Nevada** from data on file for Batch **#1: 1/2022 - 1/2025** filtered to Discharge Year(s): **2022-2024** for **All**, **All** surgeries, Patient type(IP/OP): **All**. All or Single: **Single OR Visit** The use of these insights is covered by the legal agreement and HIPAA guidelines. Not peer-reviewed.

INTUITIVE.

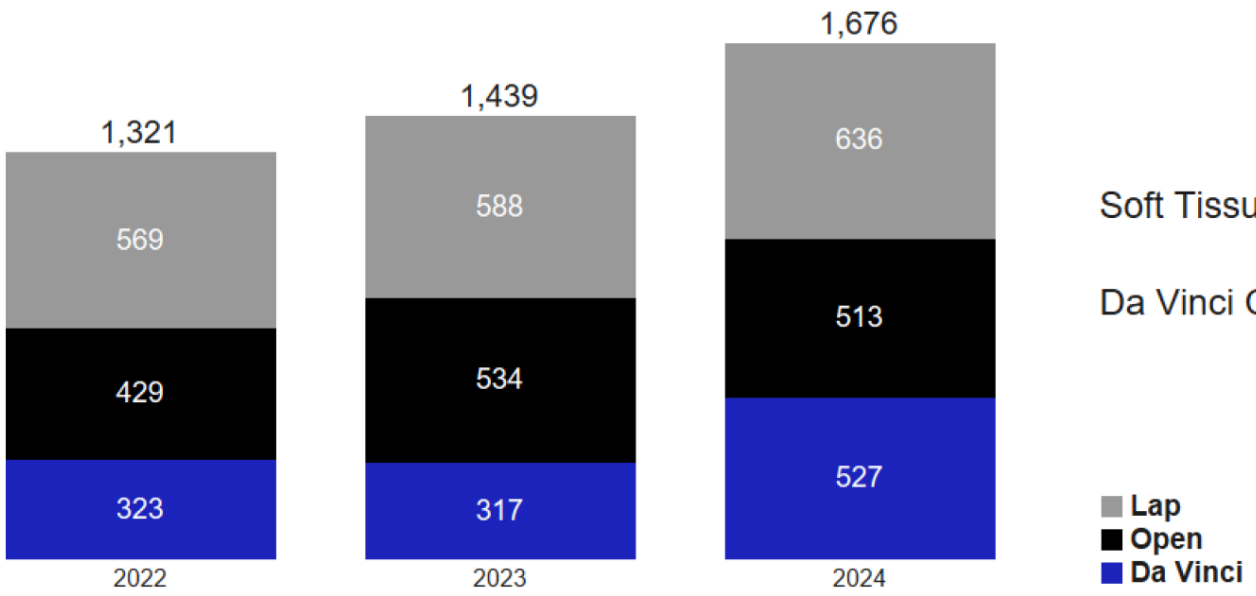
N: 4,436

WHERE ARE WE NOW?

MACA | Market Access & Custom Analytics

Is Da Vinci driving incremental growth?

Soft Tissue Surgical Volume By Modality



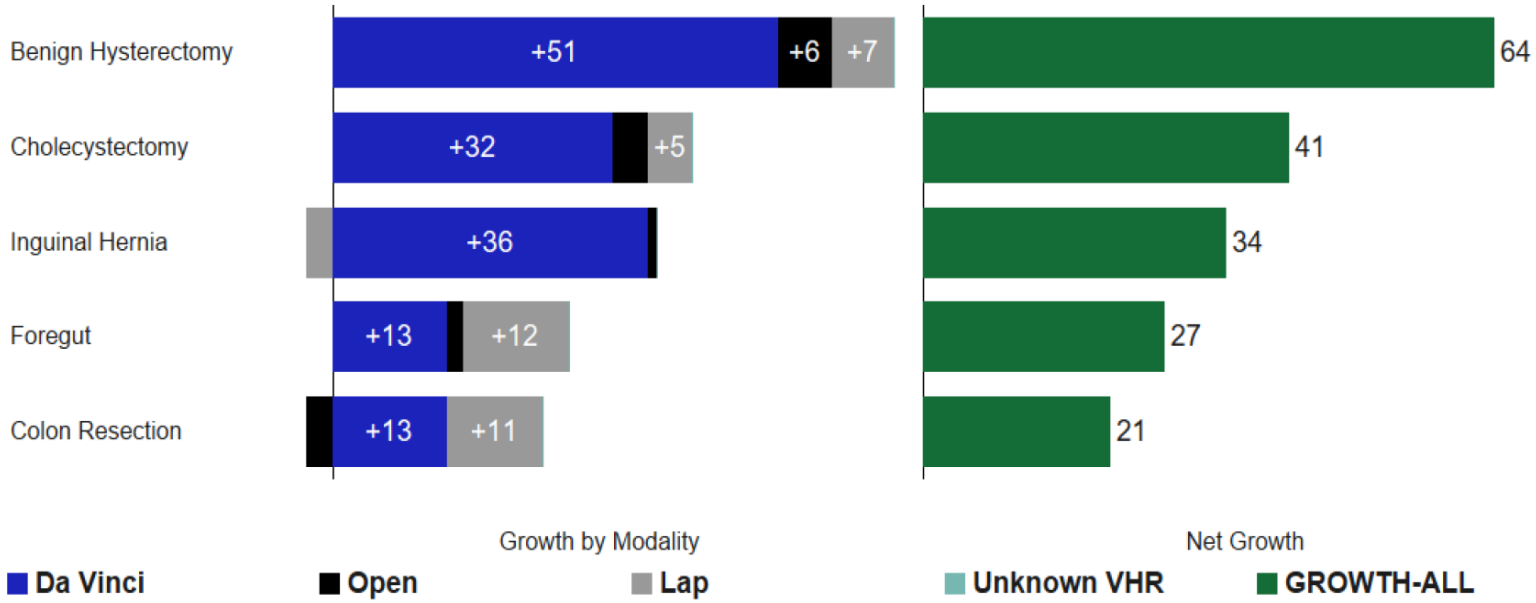
SOURCE: **University Medical Center of Southern Nevada** from data on file for Batch **#1: 1/2022 - 1/2025** filtered to Discharge Year(s): **2022-2024** for **All**, **All** surgeries, Patient type(IP/OP): **All**. All or Single: **Single OR Visit** The use of these insights is covered by the legal agreement and HIPAA guidelines. Not peer-reviewed. CAGR is calculated from 2022 - 2024.

MACA | Market Access & Custom Analytics

Which procedures and modalites are driving growth?

Soft Tissue Surgical Growth for Top Procedures & Modality

Top 5 procedures: Discharge Year 2024 volume compared to previous year



SOURCE: **University Medical Center of Southern Nevada** from data on file for Batch **#1: 1/2022 - 1/2025** filtered to Discharge Year(s): **2022-2024** for **All**, **All** surgeries, Patient type(IP/OP): **All,** All or Single: **Single OR Visit**. The use of these insights is covered by the legal agreement and HIPAA guidelines. Not peer-reviewed.

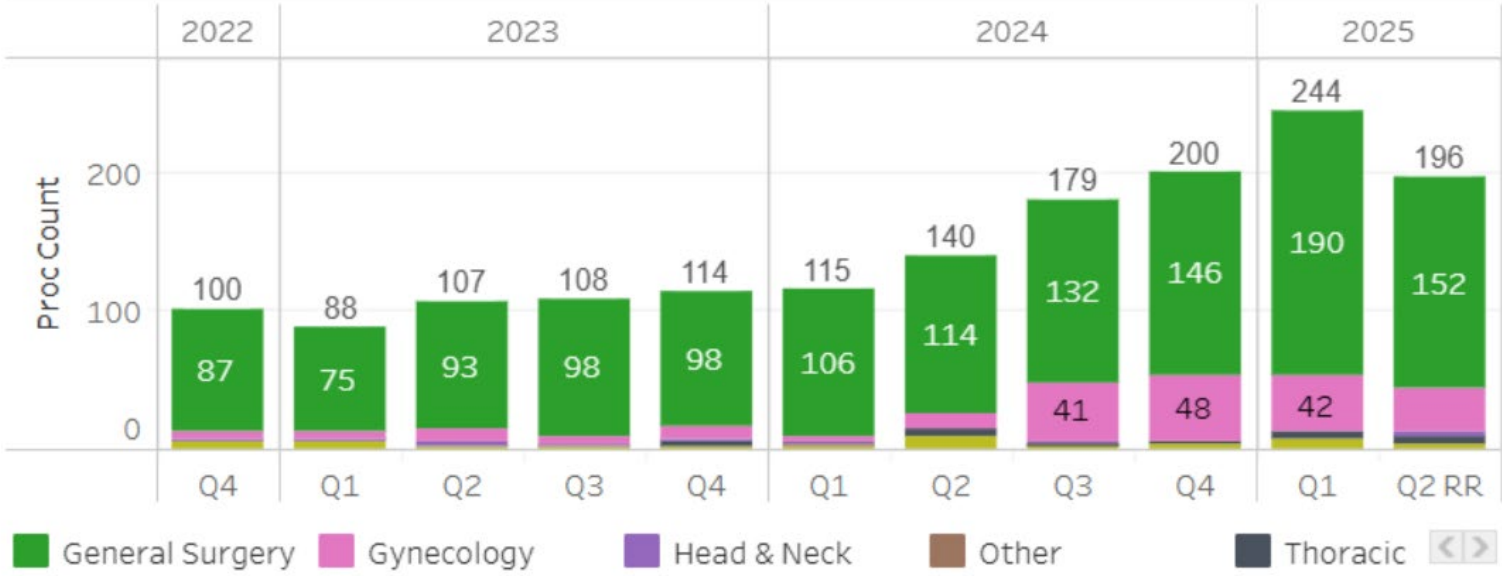
INTUITIVE.

VOLUME GROWTH

System Utilization By Quarter

		2022	2023				2024				2025	
Model	Systemname	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2 ..
da Vinci 5	SQ0280									52	54	39
da Vinci Xi	SK0206	75	66	71	80	79	54	49	108	78	100	60
	SK3381	25	22	36	28	35	61	91	71	70	90	99

Total Procedure Count By Category

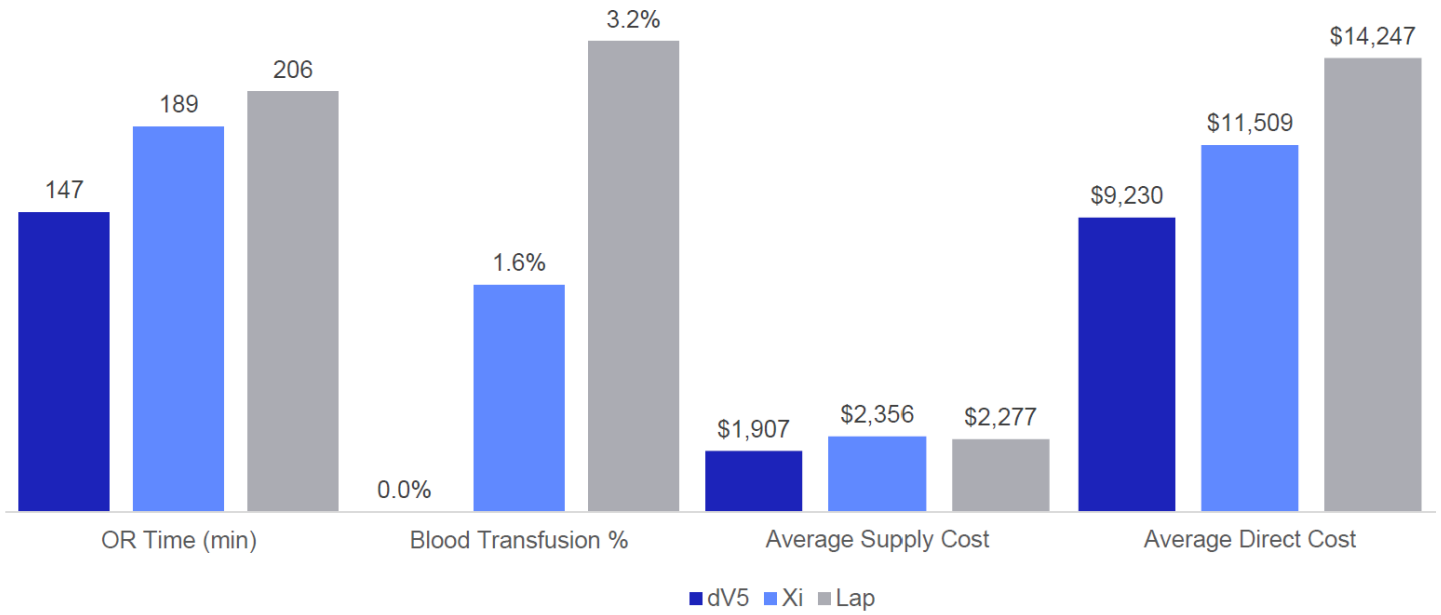


SURGICAL WASTE AND COST REDUCTION

MACA | Market Access & Custom Analytics

How is dV5 performing in Outpatient Benign Hysterectomy?

UMC Southern Nevada (‘24 – 1/’25)



Volumes:
dV 5: 19
Xi: 64
Lap: 31

Source: UMC Southern Nevada EMR, based on Custom Hospital Analytics patient population (Not peer reviewed)

Driving Equitable Da Vinci Care in After Hours & Weekends

University Medical Center of Southern Nevada - 10092 did 6.1% cases (+2 YoY) during after hours and weekends last quarter

(US Avg LQ: 5.6% cases)

Weekend % of Total Cases

	2023			2024	
	Q2	Q3	Q4	Q1	Q2
% of Total	1.9%	2.8%	0.9%	4.3%	
RunRate	2	3	1	5	

After Hours % of Total Cases

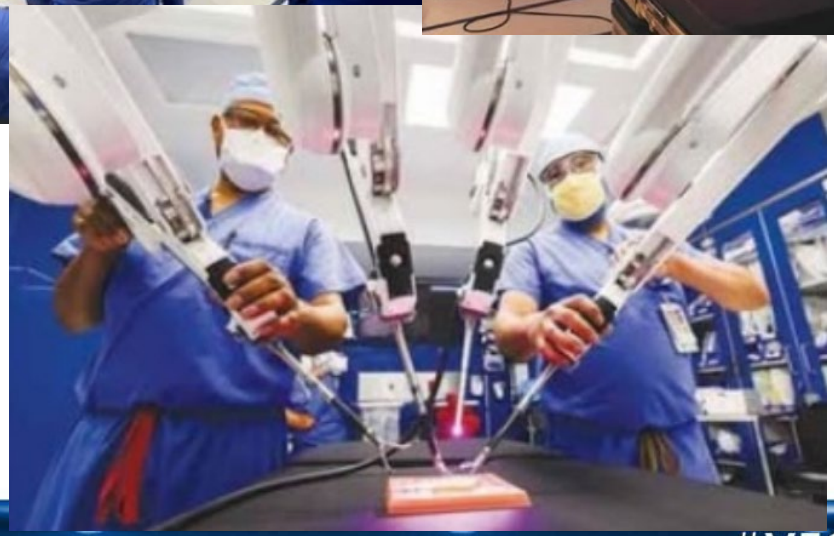
	2023			2024	
	Q2	Q3	Q4	Q1	Q2
% of Total	0.9%	0.9%	1.8%	1.7%	2.0%
RunRate	1	1	2	2	3

Business Hours % of Total Cases

	2023			2024	
	Q2	Q3	Q4	Q1	Q2
% of Total	97.2%	96.3%	97.4%	93.9%	98.0%
RunRate	104	104	111	108	140







UMC
UNIVERSITY MEDICAL CENTER

DIVERSIFICATION AND SURGEON RECRUITMENT





UMC
UNIVERSITY MEDICAL CENTER

DIVERSIFICATION AND SURGEON RECRUITMENT







DaVinci COLLABORATION





UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Strategic Planning Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the December Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
February 26, 2025

Agenda Item #
21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. ***(For possible action)***

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

Issue:	**Monthly Financial Reports for March FY25 Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the monthly financial report for March FY25; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

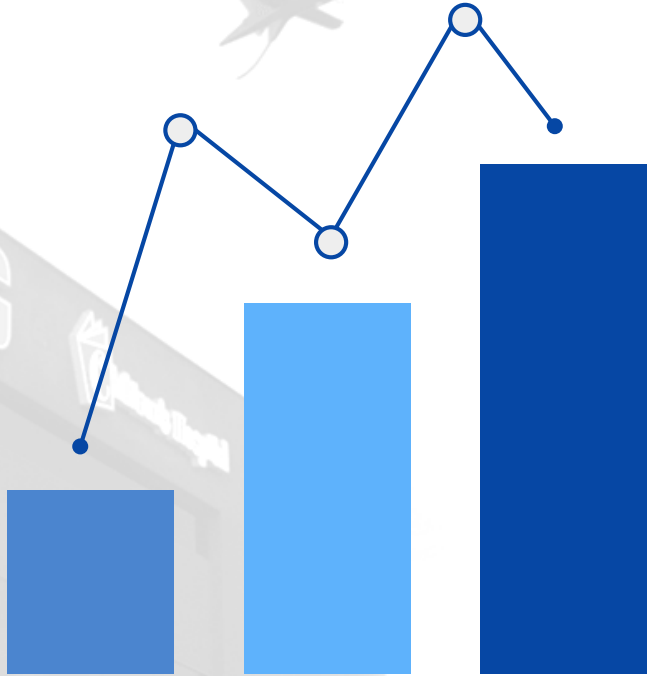
The Governing Board will receive an update on the March FY2025 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
April 30, 2025

Agenda Item #
16

March 2025 Financials

GB Meeting



KEY INDICATORS-MAR

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,715	19,318	398	2.06%	18,173	1,542	8.49%
Total Admissions	2,117	2,072	45	2.17%	1,931	186	9.63%
Observation Cases	668	941	(273)	(29.01%)	941	(273)	(29.01%)
ADC	400	399	1	0.15%	374	25	6.78%
ALOS (Admits)	5.65	5.97	(0.32)	(5.34%)	6.25	(0.60)	(9.60%)
ALOS (Obs)	0.91	1.46	(0.55)	(37.81%)	1.46	(0.55)	(37.81%)
Hospital CMI	1.81	1.90	(0.09)	(4.75%)	1.92	(0.11)	(5.74%)
Medicare CMI	2.12	2.05	0.07	3.41%	2.35	(0.23)	(9.80%)
IP Surgery Cases	832	900	(68)	(7.56%)	814	18	2.21%
OP Surgery Cases	696	636	60	9.43%	577	119	20.62%
Transplants	15	18	(3)	(16.67%)	18	(3)	(16.67%)
Total ER Visits	9,685	9,409	276	2.93%	8,859	826	9.32%
ED to Admission	14.98%	-	-	-	12.07%	2.92%	-
ED to Observation	6.21%	-	-	-	11.68%	(5.48%)	-
ED to Adm/Obs	21.19%	-	-	-	23.75%	(2.56%)	-
Quick Cares	18,418	21,903	(3,485)	(15.91%)	17,522	896	5.11%
Primary Care	7,705	6,851	854	12.46%	7,147	558	7.81%
UMC Telehealth - QC	444	621	(177)	(28.51%)	577	(133)	(23.05%)
OP Ortho Clinic	2,649	2,183	466	21.33%	1,726	923	53.48%
Deliveries	100	122	(22)	(18.30%)	114	(14)	(12.28%)

SUMMARY INCOME STATEMENT MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$86,872,520	$86,817,263	$55,257	0.06%	
Net Patient Revenue as a % of Gross	17.76%	18.36%	(0.60%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$88,327,648	$87,872,929	($454,719)	(0.52%)	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($1,455,128)**	**($1,055,665)**	**($399,462)**	**(37.84%)**	
Add back: Depr & Amort.	$4,441,195	$3,820,549	($620,647)	(16.24%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$2,986,068**	**$2,764,883**	**$221,184**	**8.00%**	
Operating Margin (w/Depr & Amort.)	**3.44%**	**3.18%**	**0.25%**		

SUMMARY INCOME STATEMENT YTD MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$785,567,729	$758,177,089	$27,390,640	3.61%	
Net Patient Revenue as a % of Gross	18.39%	18.30%	0.09%		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$794,415,784	$765,658,751	($28,757,034)	(3.76%)	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($8,848,055)**	**($7,481,662)**	**($1,366,394)**	**(18.26%)**	
Add back: Depr & Amort.	$37,222,092	$36,051,842	($1,170,250)	(3.25%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$28,374,036**	**$28,570,180**	**($196,144)**	**(0.69%)**	
Operating Margin (w/Depr & Amort.)	**3.61%**	**3.77%**	**(0.16%)**		

SALARY & BENEFIT EXPENSE YEAR

	Actual	Budget	Variance	% Variance	
Salaries	$37,088,585	$37,066,603	($21,982)	(0.06%)	
Benefits	$16,491,748	$16,313,754	($177,994)	(1.09%)	
Overtime	$617,253	$1,036,681	$419,428	40.46%	
Contract Labor	$1,677,992	$1,701,679	$23,687	1.39%	
TOTAL	**$55,875,578**	**$56,118,716**	**$243,138**	**0.43%**	

EXPENSES MAR

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,381,352	$2,335,576	($45,776)	(1.96%)	
Supplies	$16,064,334	$15,782,659	($281,675)	(1.78%)	
Purchased Services	$6,495,796	$6,917,444	$421,649	6.10%	
Depreciation	$2,409,126	$2,258,046	($151,080)	(6.69%)	
Amortization	$2,032,069	$1,562,503	($469,567)	(30.05%)	
Repairs & Maintenance	$1,297,577	$952,238	($345,339)	(36.27%)	
Utilities	$471,837	$699,555	$227,718	32.55%	
Other Expenses	$1,130,359	$1,093,251	($37,109)	(3.39%)	
Rental	$169,620	$152,941	($16,679)	(10.91%)	
Total Other Expenses	**$32,452,070**	**$31,754,212**	**($697,858)**	**(2.20%)**	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Proposed Final Budget for FY 2026**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Proposed Final FY 2026 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2026 Operating Budget.

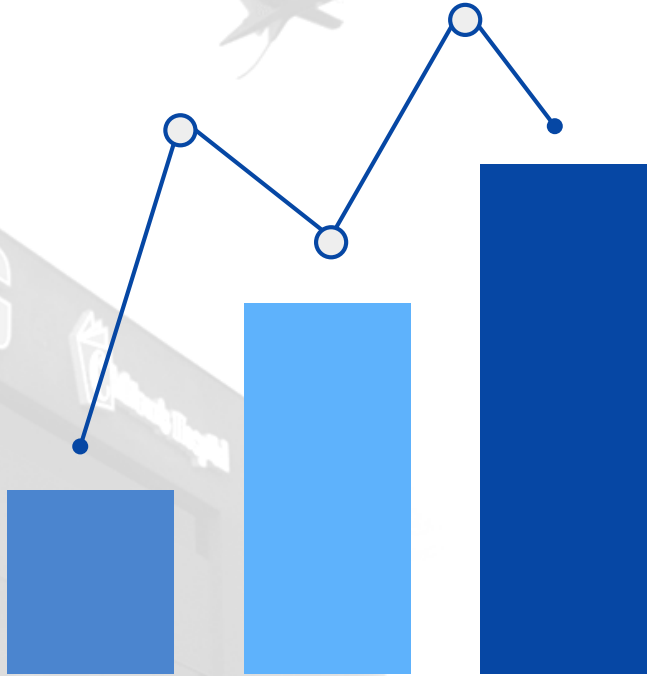
Cleared for Agenda
April 30, 2025

Agenda Item #
17

FY2026 Proposed Budget

April 30, 2025

Governing Board



FY 2026 BUDGET ASSUMPTIONS

- Key Stats
  - Admissions
  - ER Visits
  - LOS reduction

- Strategic service line initiatives included in budget
  - Ambulatory
  - Crisis Stabilization Center
  - Cardiac Services
  - Orthopedics
  - Interventional Radiology
  - Other

- Federal Supplemental payments

- Expenses
  - Estimated Wage Adjustments
  - UNLV Resident Salary Support increase
  - Supplies: HPG inflationary factors built into budget, plus volume adjustments
  - Built in CPI from existing contracts
  - IGT expense for new MCO IME supplemental payment program

FY 2026 PROPOSED BUDGET KEY STATS

	FY26 Budget	FY25 Projection	Variance	%
APDs	221,889	225,238	(3,350)	(1.49%)
Total Admissions	24,501	23,945	556	2.32%
Observation Days	7,791	9,748	(1,957)	(20.08%)
ADC	372	387	(15)	(3.95%)
ALOS (Adm)	5.54	5.90	(0.36)	(6.13%)
Hospital CMI	1.91	1.89	0.02	0.95%
Medicare CMI	2.09	2.09	-	0.12%
IP Surgery Cases	9,981	9,782	199	2.03%
OP Surgery Cases	8,147	7,987	160	2.00%
Total ER Visits	111,545	110,441	1,104	1.00%
Quick Care	231,236	210,690	20,546	9.75%
Primary Care	91,270	86,881	4,389	5.05%
OP Ortho Visits	31,769	27,046	4,723	17.46%
General Surgery Clinic Visits	598	-	598	100.00%
Deliveries	1,280	1,267	13	1.03%

FY 2026 PROPOSED BUDGET

REVENUE	FY26 Budget	FY25 Projection	Variance	% Variance
Total Gross Patient Revenue	$5,723,720,970	$5,421,979,046	$301,741,924	5.57%
Adjusted Net Patient Revenue	$685,097,234	$619,010,889	$66,086,345	10.68%
Supplemental Payments	$359,841,227	$368,034,618	($8,193,391)	(2.23%)
Net Patient Revenue	**$1,044,938,461**	**$987,045,507**	**$57,892,954**	**5.87%**
Other Revenue	$52,183,216	$53,492,705	($1,309,489)	(2.45%)
Total Operating Revenue	**$1,097,121,677**	**$1,040,538,212**	**$56,583,465**	**5.44%**
Net Patient Revenue as a % of Gross	18.26%	18.20%	0.05%	

EXPENSE	FY26 Budget	FY25 Projection	Variance	% Variance
Total Operating Expense	**$1,133,415,054**	**$1,050,123,070**	**$83,291,984**	**7.93%**

INCOME FROM OPS	FY26 Budget	FY25 Projection	Variance	% Variance
Total Inc from Ops	**($36,293,377)**	**($9,584,858)**	**($26,708,519)**	**(278.65%)**
Add back: Depr & Amort.	$59,170,368	$49,092,336	$10,078,032	(20.53%)
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$22,876,991**	**$39,507,478**	**($16,630,487)**	**(42.09%)**
Operating Margin (w/Depr & Amort.)	**2.09%**	**3.80%**	**(1.71%)**	

Note:
Our proposed final budget does not account for the current legislative and policy discussions in Washington, D.C., regarding potential Medicaid & Medicare cuts, which could significantly impact reimbursement to the hospital.

FY 2026 PROPOSED BUDGET

	FY26 Budget	FY25 Projection	Variance	% Variance	
Salaries, Wages, and Benefits	$700,498,917	$658,284,388	$42,214,529	6.41%	
Professional Fees	$35,939,657	$28,335,651	$7,604,006	26.84%	
Supplies	$215,450,539	$200,249,631	$15,200,908	7.59%	
Purchased Services	$86,179,526	$81,354,354	$4,825,171	5.93%	
Depreciation	$36,921,578	$29,329,876	$7,591,702	25.88%	
Amortization	$22,248,790	$19,762,460	$2,486,329	12.58%	
Repairs & Maintenance	$11,898,980	$11,521,515	$377,465	3.28%	
Utilities	$6,530,682	$6,024,757	$505,924	8.40%	
Other Expenses	$15,642,180	$12,992,927	$2,649,253	20.39%	
Rental/Leases	$2,104,205	$2,267,510	($163,305)	(7.20%)	
Total Expenses	**$1,133,415,054**	**$1,050,123,070**	**$83,291,984**	**7.93%**	

FY 2026 PROPOSED BUDGET SWB

	FY26 Budget	FY25 Projection	Variance	% Variance	
Salaries	$467,954,276	$436,392,841	$31,561,435	7.23%	
Benefits	$206,469,893	$187,778,354	$18,691,538	9.95%	
Overtime	$11,129,820	$8,164,921	$2,964,899	36.31%	
Contract Labor	$14,944,928	$25,948,272	($11,003,343)	(42.40%)	
TOTAL	**$700,498,917**	**$658,284,388**	**$42,214,529**	**6.41%**	
OT as % of Salaries	2.38%	1.87%	0.51%		
Total Paid FTEs	**4,047**	**3,968**	**79**	**1.98%**	
SWB per FTE	$173,094	$165,890	$7,204	4.34%	
SWB/APD	$3,157	$2,923	$234	8.02%	
SWB % of Net	67.04%	66.69%	0.34%		
AEPOB	6.66	6.43	0.23	3.53%	

LEGISLATIVE AND POLICY DISCUSSIONS IN D.C. REGARDING POTENTIAL MEDICAID CUTS

Potential Changes Identified by House Budget Committee & Others	Estimated Savings Identified by House Budget Committee	Estimated Impact to UMC (FY 2026)
Repeal of Biden-Era Rulemaking	$164B	*See "Limits on State-Directed Payments"*
Work and Community Engagement Requirements	$120B	*Unable to determine*
Restrictions on Provider Taxes	$17B	*n/a*
Limits on State-Directed Payments	$25B	($83.7M)
Elimination of Coverage for Non-Citizens	$35B	($7.2M)
Changes to the FMAP *59.27% of NV Medicaid enrollees are in the Medicaid Expansion population / 40.73% are enrolled under traditional Medicaid*	$561B (elimination of the expansion FMAP) $387B (lowering the FMAP floor) *would not apply to NV*	($123.8M) *n/a*
Per-Capita Caps	$918B	*Unable to determine*



Note: The House Energy and Commerce Committee is targeting $880 billion in Medicaid savings during budget reconciliation.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Proposed Final Budget for FY 2026**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Proposed Final FY 2026 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2026 Operating Budget.

Cleared for Agenda
April 30, 2025

Agenda Item #
17

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Kirk Kerkorian School of Medicine Dean's Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
April 30, 2025

Agenda Item #
18

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the Hospital CEO update; and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

Cleared for Agenda
April 30, 2025

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Discussion – UMC/UNLV Dispute Resolution**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board discuss the current status, potential next steps, and lternatives with tespect to ongoing UMC dispute resolution proceedings with UNLV and its UNLV School of Medicine; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
April 30, 2025

Agenda Item #
20

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Proposed Ordinance Amendments**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Discuss proposed Ordinance to amend Chapter 3.74 of the Clark County Code and effct on the current Governing Board Bylaws; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will discuss the impact of proposed changes to Chapter 3.74 of the Clark County Code.

Cleared for Agenda
April 30, 2025

Agenda Item #
21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Future of UMC**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board discuss status report on the Foundation for the Future of UMC; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board discuss the foundation for the future of UMC.

Cleared for Agenda
April 30, 2025

Agenda Item #
22

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Emerging Issues**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
March 14, 2025

Agenda Item #

4

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 14, 2025

Agenda Item #

6