



# UMC Governing Board Meeting

Wednesday, August 27, 2025 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

## AGENDA

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

August 27, 2025, 2:00 p.m.  
901 Rancho Lane, Las Vegas, Nevada  
Delta Point Building, Emerald Conference Room (1<sup>st</sup> Floor)

Notice is hereby given that a Meeting of the UMC Governing Board has been called and will be held on Wednesday, August 27, 2025, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/> and at 901 Rancho Lane, Las Vegas, NV

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Board members at the meeting will be heard in order.

## SECTION 1. OPENING CEREMONIES

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

### TRANQUILITY MOMENT

#### 1. Public Comment.

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

#### 2. Approval of Minutes of the regular meeting of the UMC Governing Board held on July 30, 2025. *(Available at University Medical Center, Administrative Office) (For possible action)*

#### 3. Approval of Agenda. *(For possible action)*

## SECTION 2: CONSENT ITEMS

4. Approve the August 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on August 26, 2025; and take action as deemed appropriate. *(For possible action)*
5. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policies and Procedures Committee's activities from its meetings held on June 4, 2025 and July 2, 2025; and take any action deemed appropriate. *(For possible action)*
6. Approve changes to various HR Policies and Procedures; and take action as deemed appropriate. *(For possible action)*
7. Approve the revisions to the UMC Governing Board Policies and Procedures related to committee responsibilities; and make any changes deemed necessary. *(For possible action)*
8. Ratify the Fifth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Ratify the Fifth Amendment to the Hospital Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Ratify the Amendment Nine to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Participating Health System Agreement with Multiplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the Agreement for Pest Prevention Services with Rentokil North America, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Board the Agreements with Gage Technologies Inc., Extreme Networks, Inc., Insight Direct USA, Inc., and Lumen Technologies Group for the Telephone System Upgrade Project; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
14. Approve and authorize the Chief Executive Officer to sign the Master Equipment and Products Agreement, Supplement and Addendum with Siemens Healthcare Diagnostics, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
15. Approve and authorize the Chief Executive Officer to sign the Transplant Listing Fee Agreement with United Network For Organ Sharing (UNOS); authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

16. Approve the overall FY2025 Organizational Performance Objectives as reviewed and recommended by the Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
17. Approve the overall FY2026 Organizational Performance Objectives as recommended by the Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
18. Approve the recommended CEO merit salary adjustment and incentive bonus for Fiscal Year 2025; and recommend for ratification by the Board of Hospital Trustees for the University Medical Center of Southern Nevada; and take any action deemed appropriate. *(For possible action)*

### **SECTION 3: BUSINESS ITEMS**

19. Receive an educational overview from Col. Jeremy Kilburn, MD, regarding the Office of Military Medicine; and direct staff accordingly. *(For possible action)*
20. Review and discuss the Governing Board 2025 Action Plan, to include an update from Patty Scott, Quality, Safety, and Regulatory Officer, regarding the DNV survey results; and take any action deemed appropriate. *(For possible action)*
21. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*
22. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
23. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
24. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
25. Receive the monthly financial report from the Chief Financial Officer for the June FY25 year-end results and the July FY26 financial report; and take any action deemed appropriate. *(For possible action)*
26. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
27. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

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

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

### **SECTION 5: CLOSED SESSION**

29. Pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had



supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

30. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

## **COMMENTS BY THE GENERAL PUBLIC**

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please ***spell*** your last name for the record.

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

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

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

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

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

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:06 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

**CALL TO ORDER**

**Board Members:**

**Present:**

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

**Ex-Officio Members:**

**Present:**

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

**Absent:**

Bill Noonan (Absent)

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Susan Pitz, General Counsel  
Stephanie Ceccarelli, Governing Board Secretary

## **SECTION 1: OPENING CEREMONIES**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

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

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

Speakers: None

#### **ITEM NO. 2 Approval of Minutes of the regular Meeting of the UMC Governing Board held on June 25, 2025. (Available at University Medical Center, Administrative Office) (For possible action)**

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

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

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

The recommendations to Agenda Items 12 and 13 were amended to delete "approve and authorize the Chief Executive Officer to sign" to read "review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada", as these items relate real estate and will be incorporated into a joint item with the County.

Chair O'Reilly held Items 12 and 13 held for separate discussion.

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

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

## **SECTION 2: CONSENT ITEMS**

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

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

- Credentialing Activities

#### **ITEM NO. 5 Approve the revisions to the Physician & Non-Physician Provider (wRVU) Productivity Compensation and Benefits Plan as recommended by the**

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

**DOCUMENT(S) SUBMITTED:**

- Physician & Non-Physician Provider (wRVU) Agreement

**ITEM NO. 6 Ratify the Fourth Amendment to the Hospital Services Agreement with Optum Health Networks, Inc., for managed care services; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Hospital Services Agreement – Amendment 4 – Redacted
- Disclosure of Ownership

**ITEM NO. 7 Ratify the Eighth Amendment to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Participation Agreement – Amendment 8
- Disclosure of Ownership

**ITEM NO. 8 Ratify the Provider Participation Agreement with Optum Health Care Solutions, LLC, for managed care services; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Transplant Agreement – Redacted
- Disclosure of Ownership

**ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Ammar PLLC d/b/a Stroke and Neurology Specialists for Neurology and Stroke Neurology On-Call Coverage; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Professional Services Agreement
- Disclosure of Ownership

**ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign Amendment No. 1 to Equipment Agreement with AtriCure, LLC for equipment and disposables; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Equipment Agreement - Amendment 1
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Equipment Purchase Agreement with ZOLL Medical Corporation; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Quote
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 14 Award the RFP No. 2025-01 for CMAR for UMC 7 Story Tower Patient Room Remodel to Core West, Inc., d/b/a CORE Construction; authorize the Chief Executive Officer to sign the Contract for CMAR Preconstruction Services, and execute any extension documents and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- 2025-01 RFP - Pre Construction Services Agreement
- Disclosure of Ownership

- ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Sixth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Interlocal Medical Office Lease- Amendment 6
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Lopez-Hobbs that Consent Items 4-15, with the exception of Items 12 and 13, be approved, ratified, and awarded as presented. Motion carried by unanimous vote.

At this time, the Board reviewed Agenda Items 12 and 13.

- ITEM NO. 12 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Interlocal Agreement with Clark County for property at 300 South Martin Luther King Boulevard, Las Vegas, NV 89106 (Assessor's Parcel Number 139-33-202-003); or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Interlocal Agreement

DISCUSSION:

Susan Pitz, UMC General Counsel, reviewed the changes to the agenda item recommendation and stated that the County has requested that the standard fiscal fund out language be added to the agreement.

FINAL ACTION:

A motion was made by Member Mackay that Item 12 be approved as presented. Motion carried by unanimous vote.

**ITEM NO. 13 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Interlocal Lease Agreement and Operating Agreement with Clark County for the Crisis Stabilization Center, Assessor's Parcel Number 140-21-303-004; authorize the Chief Executive Officer to execute the renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Interlocal Lease Agreement and Operating Agreement Between Clark County and UMC

DISCUSSION:

Ms. Pitz read the changes to the agenda item recommendation into the record.

FINAL ACTION:

A motion was made by Member Haase that Consent Item 13 be approved as presented. Motion carried by unanimous vote.

**SECTION 3: BUSINESS ITEMS**

**ITEM NO. 16 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Lopez-Hobbs provided a report on the meeting, which was held on Monday, July 14, at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

The Committee received an overview and discussed the two types of compensation statements that UMC employees may access. One statement is mailed directly to employees, and the other is available electronically through the SAP system. The Committee will receive a future update to include costs for medical insurance and the benefits received by employees.

An update on the FY25 hires and turnovers at UMC. The overall voluntary turnover rate was 8.31%, while the RN turnover rate was 6.38%, which are below national benchmarks. UMC currently employees approximately 4,600 employees.

The Committee received updates regarding employee engagement survey, COLA and salary increases, PERS salary reductions and organizational performance goals for FY25 and proposed goals for FY26. Changes to the wRVU compensation plan were reviewed.

There was no public comment and the meeting was adjourned.

FINAL ACTION:

None

**ITEM NO. 17 Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

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

The CFO presented a report on the monthly financial results and the fiscal year-end financials for June 2025. The discussion covered factors affecting financial outcomes, comparisons to the budget, as well as operating and financial metrics, and the current status of the financial and organizational performance goals. For the month of June income from operations and EBIDTA margins exceeded budget. Preliminary statistics for the month were provided.

Next, the Committee received an analysis of HR 1 and the potential impacts to the state, county, and UMC. These impacts will not take effect until FY2028.

Goals related to the committee for FY25 were discussed. All goals were achieved, and the committee recommended an award of 100% achievement.

Revised proposed goals for FY26 were reviewed and will be discussed during the August meeting for finalization.

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

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

FINAL ACTION:

None

**ITEM NO. 18 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Mason Van Houweling, UMC CEO, provided the following updates:

- HR1 Updates – The expected changes will affect about 100,000 Nevada Medicaid recipients, most of whom live in Clark County. The impacts from the program will include state-directed payments to UMC, the implementation of work requirements, and effects on non-citizen Medicaid recipients. UMC is preparing for these adjustments.
- Kidney transplants: Record-breaking 100 in first 6 months.
- Moves are underway to clear 4<sup>th</sup> and 5<sup>th</sup> floor for Inpatient Acute Rehab.
- Crisis Stabilization Center update was highlighted in the Community Events brochure.
- UMC's youngest NICU baby goes home.
- Becker's Hospital Review recognition – Top CFO and CXO recognition was given to Jennifer Wakem and Danita Cohen. Congratulations!
- Best of Las Vegas voting begins August 18 – UMC was voted Fox5 Best Hospital, along with other gold and silver recognitions. Congratulations!

FINAL ACTION:

None

**SECTION 4: EMERGING ISSUES**

**ITEM NO. 20 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)**

DISCUSSION:

None

FINAL ACTION:

None

**COMMENTS BY THE GENERAL PUBLIC:**

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

A motion was made by Member Lopez-Hobbs that the Board go into closed session.

FINAL ACTION TAKEN:



At this time, Member Lopez-Hobbs moved to go into the closed session, pursuant to NRS 241.015(4)(c), as outlined in the agenda. The motion was carried by unanimous vote.

At 2:30 PM, the Board recessed to go into closed session.

The meeting was reconvened in closed session at 2:36 PM.

**SECTION 5: CLOSED SESSION**

**ITEM NO. 21 Go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)***

**FINAL ACTION:**

At the hour of 2:50 PM, the closed session on the above topic ended and the meeting was adjourned.

**APPROVED:**

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

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

**Petitioner:** Mason Van Houweling

**Recommendation:**

**That the Governing Board approve the August 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on August 26, 2025; and take action as deemed appropriate. (For possible action)**

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the August 21, 2025 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the August 26, 2025 meetings.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**4**

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

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Date: August 27, 2025  
To: Governing Board  
From: Credentials Committee  
Subject: August 21, 2025 Credentialing Activities

- **NEW BUSINESS:**
  - **Trauma DOP; Burn section: Revision**

- **CREDENTIALS**

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

1	Alhushki	Waseem	M.D.	08/26/2025 – 11/30/2026	Pediatric/Hematology/Oncology	Cure 4 The Kids	1
2	Awomolo	Agboola	M.D.	08/26/2025 - 11/30/2026	Radiology/Teleradiology	Medicus Healthcare Solutions	1
3	Bebila	Norman	M.D.	08/26/2025 - 07/31/2027	OB/GYN	Women's Health Associates of Southern Nevada	1
4	Bowers	Kara	M.D.	08/26/2025 - 08/31/2026	General Surgery	Mike O'Callaghan Military Medical Center	1
5	Cohen	Lea	M.D.	08/26/2025 - 03/31/2027	Emergency Medicine	UMC Pediatric Emergency MediciOne	1
6	Gonzalez	Christopher	D.O.	08/26/2025 - 02/28/2027	General Surgery	UNLV Health	1
7	Heath	Jared	PAC	08/26/2025 - 02/28/2027	Emergency Medicine	Mike O'Callaghan Military Medical Center (ROTATOR)	1
8	Huynh	Hai-Phuong	CRNA	08/26/2025 - 08/31/2026	Anesthesia	Mike O'Callaghan Military Medical Center (ROTATOR)	1
9	Kim	Haeseung	D.O.	08/26/2025 - 08/31/2026	Internal Medicine	Mike O'Callaghan Military Medical Center (ROTATOR)	1
10	King	Greggy	APRN	08/26/2025 - 07/31/2027	Internal Medicine	UMC Infusion Clinic	1
11	Kinsey	Taylor	M.D.	08/26/2025 - 01/31/2027	Anesthesia	Mike O'Callaghan Military Medical Center	1
12	Lay	Lindy	D.O.	08/26/2025 - 03/31/2027	Medicine/Psychiatry	Eugene Rosenman, MD	1
13	Mayers	Alexander	M.D.	08/26/2025 - 01/31/2027	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	1
14	Moore	Louis	M.D.	08/26/2025 - 07/31/2027	Radiology	UMC Radiology	1
15	Mulick	Michael	D.O.	08/26/2025 - 02/28/2027	Anesthesiology	UMC Anesthesia	1
16	Nicksa	Grace	M.D.	08/26/2025 - 02/28/2027	Pediatric Surgery	UNLV Health	1
17	Olson	Ty	M.D.	08/26/2025 - 04/30/2027	General Surgery	Mike O'Callaghan Military Medical Center	1
18	Pruangkarn	Susanna	APRN	08/26/2025 - 08/31/2026	Pulmonary Medicine	Mike O'Callaghan Military Medical Center (ROTATOR)	1
19	Schwartz	Cynthia	M.D.	08/26/2025 - 05/31/2027	Surgery/Otolaryngology	UNLV Health	1

20	Song	Alexander	M.D.	08/26/2025-04/30/2027	Radiology	UMC Radiology	1
21	Studley	Lora	NP	08/26/2025 - 08/31/2026	Trauma/Critical Care	Mike O'Callaghan Military Medical Center <b>(ROTATOR)</b>	1
22	Tillett	Zachary	M.D.	08/26/2025 - 09/30/2026	Emergency/ Trauma	UMC Emergency Medicine	1
23	Tracy	Felicia	APRN	08/26/2025 - 02/28/2027	Medicine/Nephrology	Kidney Specialists of Southern Nevada	1
24	Watkins	Madelynn	M.D.	08/26/2025 - 08/31/2026	General Surgery	Mike O'Callaghan Military Medical Center <b>(ROTATOR)</b>	1

**B. REAPPOINTMENTS TO STAFF**

1	Afrim-Antwi	Edmund	PAC	10/01/2025-09/30/2027	Orthopaedic Surgery/Orthopaedic Surgery	APP Dependent Privileges	Desert Orthopaedic Center	1
2	Al-Tameemi	Ahmed	M.D.	10/01/2025-09/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	1
3	Aponte-Pieras	Jose	M.D.	10/01/2025-09/30/2027	Medicine/Gastroenterology	Affiliate Membership and Privileges	UNLV Health	1
4	Aquino	Fema	M.D.	10/01/2025-09/30/2027	Family Medicine	Affiliate Membership and Privileges	UMC Hospitalists	1
5	Baynosa	Richard	M.D.	10/01/2025-09/30/2027	Surgery/Plastic Surgery/Orthopaedic Surgery/Hand	Active Membership and Privileges	UNLV Surgery	1
6	Berkeley	Ross	M.D.	10/01/2025-09/30/2027	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine	1
7	Berkley	Robert	M.D.	10/01/2025-09/30/2027	Medicine/Cardiology	<b>Active</b> with Membership and Privileges to <b>Affiliate</b> with Membership and Privileges	Nevada Heart & Vascular Center	1
8	Bonnaig	Jean-Victor	M.D.	10/01/2025-09/30/2026	Radiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions	1
9	Dampog	Ronald Reny	APRN	10/01/2025-09/30/2027	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists	1

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

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10	Domingo	John Paolo	APRN	10/01/2025-09/30/2026	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC Quick Care	1
11	Fleming	Irma	M.D.	10/01/2025-09/30/2027	Surgery/General Surgery/Trauma Critical Care/ Trauma Burn Care	Affiliate Membership and Privileges	Medicus Healthcare Solutions	1
12	Garcia	Hannah	APRN	10/01/2025-09/30/2027	Surgery/General Surgery	APP Dependent Privileges	UMC Lion's Burn Care Center	1
13	Jordan	Matthew	M.D.	10/01/2025-09/30/2027	Anesthesiology	Active Membership and Privileges	UMC Anesthesia	1
14	Kamboj	Ejaz	M.D.	10/01/2025-09/30/2027	Medicine/Cardiology	Affiliate Membership and Privileges	Ejaz Kamboj, MD	1
15	Kerr	Hannah	M.D.	10/01/2025-09/30/2027	Surgery/Transplant Surgery/Urology	Affiliate Membership and Privileges	UMC Center for Transplantation	1
16	Khan	Zubair	M.D.	10/01/2025-09/30/2026	Medicine/Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center	1
17	Maitra	Sukanta	M.D.	10/01/2025-09/30/2027	Orthopaedic Surgery/Trauma Orthopaedic Surgery	Active Membership and Privileges	UMC Orthopedic & Spine Institute	1
18	McCraw	Casey	M.D.	10/01/2025-09/30/2027	Surgery/Urology	Affiliate Membership and Privileges	Las Vegas Urology	1
19	Namazi	Ali	M.D.	10/01/2025-09/30/2027	Medicine/Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center	1
20	Noroizian	Farnaz	M.D.	10/01/2025-09/30/2027	Emergency Medicine/Pediatric Emergency Medicine	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	UMC Pediatric Emergency Medicine	1
21	Ohning	Gordon	M.D.	10/01/2025-09/30/2027	Medicine/Gastroenterology	Active Membership and Privileges	UNLV Medicine	1
22	Ozir	Orlando	M.D.	10/01/2025-09/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare	1

23	Resh	William	M.D.	10/01/2025-09/30/2027	Medicine/Cardiology	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	Nevada Heart & Vascular Center	1
24	Salazar	Stephanie	APRN	10/01/2025-09/30/2026	Medicine/Internal Medicine/Ambulatory Care	APP Independent Membership and Privileges	UMC Hospitalists	1
25	Shah	Syed	M.D.	10/01/2025-09/30/2027	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada	1
26	Sheikh	Fareed	D.O.	10/01/2025-09/30/2027	Medicine/Cardiology	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	Nevada Heart & Vascular Center	1
27	Sheikh	Mahmud	M.D.	10/01/2025-09/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care	1
28	Singh	Aditi	M.D.	10/01/2025-09/30/2027	Medicine/Internal Medicine	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	UNLV Health	1
29	Singh	Naresh	M.D.	10/01/2025-09/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Active Membership and Privileges to <b>Affiliate Membership and Privileges</b>	Pulmonary Associates	1
30	Tanveer	Aisha	M.D.	10/01/2025-09/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	1
31	Tavares	Joaquim	M.D.	10/01/2025-09/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	United Critical Care	1
32	Tobias	Vanessa	APRN	10/01/2025-09/30/2027	Surgery/General Surgery	APP Independent Membership and Privileges	UNLV Health	1
33	Tonel	Jefferson Mark	APRN	10/01/2025-09/30/2027	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	UMC-Sunset Primary Care	1
34	Varsanyi	Gyorgy	M.D.	10/01/2025-09/30/2027	Anesthesiology/Trauma Anesthesia	Active Membership and Privileges	UMC Anesthesia	1

35	Zeynalov	Elchin	M.D.	10/01/2025- 09/30/2027	Ambulatory Care/Primary Care	Affiliate Membership and Privileges	UMC-Aliante Primary Care	1
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**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Baynosa	Richard	M.D.	10/01/2025- 09/30/2027	Surgery/Plastic Surgery/Orthopaedic Surgery/Hand Surgery	<b>Withdrawal Privilege:</b> (Surgery / Plastic DOP) ** Primary Burns
2	Fleming	Irma	M.D.	10/01/2025- 09/30/2027	Surgery/General Surgery/Trauma Critical Care/ Trauma Burn Care	<b>Withdrawal Privileges:</b> (General Surgery DOP) ** General Surgery Privileges: ** Integumentary system.
3	Garcia	Hannah	APRN	10/01/2025- 09/30/2027	Surgery/General Surgery	<b>New Privilege:</b> ** Pediatric Patients
4	Kamboj	Ejaz	M.D.	10/01/2025- 09/30/2027	Medicine/Cardiology	<b>Withdrawal Privilege:</b> ** Ref & Follow
5	Kerr	Hannah	M.D.	10/01/2025- 09/30/2027	Surgery/Transplant Surgery/Urology	<b>Withdrawal Privileges:</b> (GS DOP / Transplant) ** General Surgery ** Pancreas Transplantation ** Deceased Donor Organ Recovery ** Open Donor Nephrectomy (GS DOP / Urology) ** Laser Lithotripsy ** Laparoscopic Urological Surgery
6	Khan	Zubair	M.D.	10/01/2025- 09/30/2026	Medicine/Cardiology	<b>New Privilege:</b> ** Left Ventricular Assist Device (LVAD)/Impella.
7	McCraw	Casey	M.D.	10/01/2025- 09/30/2027	Surgery/Urology	<b>Withdraw Privileges:</b> ** Open Prostatectomy ** Extracorporeal shockwave lithotripsy (ESWL) ** Incontinence/Vaginal Surgery ** Advanced Female Urology Procedures ** Da Vinci Robot
8	Namazi	Ali	M.D.	10/01/2025- 09/30/20227	Medicine/Cardiology	<b>Withdraw Privileges:</b> ** Internal Medicine ** Cardioversion-Emergent (Electrical and Pharmaceutical)
9	Sheikh	Freed	D.O	10/01/2025- 09/30/2027	Medicine/Cardiology	<b>Withdraw Privilege:</b> ** Internal Medicine

10	Zeynalov	Elchin	M.D.	10/01/2025-09/30/2027	Ambulatory Care/Primary Care	<b>New Privilege:</b> Telemedicine
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**D. MODIFICATION OF PRIVILEGES**

1	Ball	Seth	M.D.	EM / Adult & Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
2	Bratton	Anthony	M.D.	Orthopaedic Surgery/Trauma Orthopaedic Surgery	Modification of Privilege - <b>Withdraw Privilege:</b> Telemedicine (Ortho does not do Telemedicine)
3	Burnette	Kreg	M.D.	EM / Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
4	Choa	Jacqueline	M.D.	Medicine / Pulmonary - Medicine / Respiratory Care	Modification of Privilege - <b>New Privileges:</b> ** Medical Thoracoscopy/Pleuroscopy ** Robotic Bronchoscopy
5	Grissom	Daniel	M.D.	Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
6	Horning	Sandra	M.D.	EM / Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation.
7	Kottapalli	Sai	D.O.	General Surgery/Cardiovascular/Thoracic Surgery	Modification of Privilege - <b>Withdraw Privilege:</b> General Surgery
8	Lewis	Jeffrey	M.D.	Surgery/General Surgery	Modification of Privilege - <b>Withdraw Privileges:</b> ** REBOA ** Da Vinci
9	Norozian	Farnaz	M.D.	EM / Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
10	Pamulapati	Vivek	M.D.	Surgery/General Surgery	Modification of Privilege - <b>New Departments:</b> ** Trauma Surgery ** Trauma Critical Care
11	Trautwein	Johnn	M.D.	EM / Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
12	Walker	Don	M.D.	EM / Pediatric Emergency Medicine	Modification of Privilege - <b>Withdraw Privilege:</b> Nitrous Oxide Sedation (PEDS ED DOP)
13	Yi	Julia	MD	Neurosurgery	Modification of Department/Privileges - <b>New Department:</b> ** Trauma Neurosurgery <b>Privilege:</b> ** Core



**E. EXTENSION OF INITIAL FPPE**

1	McBean	Melvin	PAC	Orthopaedic Surgery	Extend Initial FPPE through March 2026 due to not being able to provide cases
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**F. EXTENSION OF INITIAL FPPE (DEPT/PRIVILEGE)**

1	Candela	Joseph	M.D.	Surgery/Urology	Extend FPPE for <b>New Privileges:</b> *Laparoscopic Procedures *Penoscrotal/Urethral surgery *Laparoscopic urological surgery *Interstim therapy for urinary control through March 2026 due to not being able to provide cases
2	Chen	George	D.O.	Ambulatory Care/Quick Care	Extend FPPE for <b>New Department:</b> Medicine/Internal Medicine through March 2026 due to not being able to provide cases
3	Cooper	Tristan	M.D.	Emergency Medicine/Adult Emergency Medicine	Extend FPPE for <b>New Department:</b> Trauma DOP through March 2026, due to not being able to provide cases
4	Gomez	Nadia	M.D.	Obstetrics and Gynecology	Extend FPPE for <b>New Privilege:</b> Sacrocolpopexy through March 2026, due to not being able to provide cases

**G. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGES**

1	Green	Tammy	APRN	Ambulatory Care/Quick Care & Emergency Medicine	Completion of FPPE - <b>New Department:</b> Emergency Medicine/Adult
2	Kodandapani	Keshavan	APRN	Ambulatory Care	Completion of FPPE - <b>New Privilege:</b> Toenail Removal
3	McNickle	Allison	M.D.	Surgery/General Surgery	Completion of FPPE - <b>New Privilege:</b> (General Surgery DOP) ** Amputations <b>New Privilege:</b> (Trauma Critical Care DOP) ** Management of Intracranial Pressure Monitoring **Diagnosis.
4	Mody	Pooja	D.O.	Surgery/General Surgery	Completion of FPPE - <b>New Privileges:</b> ** Endoscopy: Esophagoscopy, Gastroscopy, Colonoscopy ** Bariatric Surgery ** Advanced Laparoscopic Surgery.
5	Nijim	Shadi	M.D.	Medicine/ Nephrology	Completion of FPPE (TPN is being added to CORE)
6	Pineda	Myacinth	APRN	Medicine/Nephrology	Completion of FPPE – <b>New Privilege:</b> ** Ability to work up, diagnose of, and provision of treatment or consultative services to patient's illnesses and disorders of the kidneys.

7	Reese	Lee	M.D.	Surgery/General Surgery	Completion of FPPE - <b>New Privilege:</b> Amputations (added to Core)
8	Saleem	Kamron	M.D.	Medicine/Nephrology	Completion of FPPE - <b>New Privilege:</b> ** Total Parenteral Nutrition (TPN) being added to Core
9	Shah	Rita	M.D.	Pediatrics	Completion of FPPE - <b>New Privilege:</b> ** Pediatric Hospital Medicine

#### H. STATUS CHANGE: INITIAL FPPE

1	Al-Nattah	Sanaa	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
2	Baydoun	Salah	M.D.	Emergency	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
3	Bindrup	James	D.O.	Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
4	Burns	Charles	MD	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
5	Dowdy	Kristen	DO	Military Rotator	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE (Rotators do not require FPPE)
6	Kim	Stacy	MD	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
7	Kumar	Shivesh	MD	Family Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
8	Nahas	Elif	MD	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
9	Pruangkarn	Susanna	APRN	Medicine/ Pulmonary	Change in Staff Status - Release from APP Initial FPPE Membership and Privileges to <b>APP Independent Membership and Privileges</b> - Completion of FPPE (Rotators do not require FPPE)
10	Qiu	Wansong	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
11	Ramesh	Divya	APRN	General Surgery/Trauma Surgery	Change in Staff Status - Release from APP Initial FPPE Membership and Privileges to <b>APP Independent Membership and Privileges</b> - Completion of FPPE

12	Rodriguez	Laura	PAC	Orthopaedic Surgery	Change in Staff Status - Release from APP Initial FPPE Membership and Privileges to <b>APP Independent Membership and Privileges</b> - Completion of FPPE
13	Scamman	Willard	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
14	Strauss	Jonathan	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
15	Wang	Jeff	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to <b>Affiliate Membership and Privileges</b> - Completion of FPPE
16	Wang	Yusharn	APRN	Family Medicine	Change in Staff Status - Release from APP Initial FPPE Membership and Privileges to <b>APP Independent Membership and Privileges</b> - Completion of FPPE (Rotators do not require FPPE)

#### I. LOA - REQUEST

1	Angotti	Lisa	M.D.	Surgery/General Surgery	UNLV Surgery	Request for LOA - Military Assignment
2	Jensen	Scott	M.D.	Anesthesiology	Office of Military Medicine	Request for LOA - Military Deployment

#### J. RESIGNATIONS

1	Beren	Donna	APRN	Radiology/Diagnostic Radiology	UMC Radiology	Resignation: 10-Day notice (no response)
2	Campbell	Eleanor	APRN	Medicine/Hematology/Oncology	Optum Care Cancer Center	Voluntary Resignation - Change in Practice needs
3	Carter	Yvonne	M.D.	Surgery/CVT	UNLV Health	Resignation: No longer with the group (10-Day notice: no response)
4	DuMontier	Stephen	D.O	Emergency Medicine	UMC	Resignation: UMC HR
5	Esguerra	Elaine	APRN	Ambulatory Care/Primary Care	UMC - Peccole Ranch Primary Care	Resignation: Relocating
6	Faulkner	Sarah	M.D.	Obstetrics and Gynecology	Mike O'Callaghan Military Hospital	Resignation: Military Orders
7	Gopalani	Sameer	M.D.	Obstetrics and Gynecology	Desert Perinatal Associates	Resignation: Relocating
8	Herman	Lee	D.O	Emergency Medicine	UMC Emergency Medicine	Resignation: UMC HR
9	Kabbani	Haidar	M.D.	Pediatrics/Pediatric Teleneurology	Pokroy Medical Group of Nevada	Resignation: No Covering Provider
10	Lee	Eden	M.D.	Medicine/Psychiatry	UMC	Resignation: Relocating

11	Link	Daniel	M.D.	Anesthesiology	PBS Anesthesia	Resignation: Relocated
12	Makalinao	Alex	M.D.	Medicine/Hematology/ Oncology	OptumCare Cancer Care	Resignation: 10-Day notice (no response)
13	Mauban	Rene	M.D.	Ambulatory Care/Primary Care	UMC-Summerlin Primary Care	Resignation: 10-Day notice (no response)
14	Miles	Shana	M.D.	Obstetrics and Gynecology	UNLV Health	Resignation: Relocating
15	Musante	Alisa	APRN	Medicine/Internal Medicine	Platinum Hospitalists	Resignation: effective 8/31/2025; saved under facilities/cases
16	Ord	Justin	M.D.	Radiology/Teleradiolog y	Medicus Healthcare Solutions	Resignation: Change in Contracted Group
17	Park	Nam	M.D.	Anesthesiology	Unknown	Resignation: 10-day notice was sent on 08/01/2025 - No response
18	Petersen	Kevin	D.O	Surgery/General Surgery	UNLV Health	Resignation: No longer with the group (10-Day notice: no response)
19	Pinelo Coll Cardenas	Anna	M.D.	Medicine/Infectious Disease	Wound Care Experts	Resignation: No Dr. for Cross Coverage
20	PruangKarn	Susanna	APRN	Medicine/Pulmonary Medicine	Mike O'Callaghan Military	Resignation: Military Rotator end date 08/31/2025
21	Ramirez	Jennifer	APRN	Surgery	UNLV Health	Resignation: No longer with the group (10-Day notice: no response)
22	Velez	David	M.D.	Surgery/General Surgery	UNLV Health	Resignation: Relocated
23	Vellaichamy	Muthukumar	M.D.	Pediatrics/Pediatric Critical Care	Locum Tenens	Resignation: No response to 10 Day Notice sent out on 07/10/2025
24	Villaflor	Christian	M.D.	Emergency Medicine	UMC	Resignation
25	Voong	Tony	D.O	Family Medicine	UNLV Health	Resignation: Relocate to California
26	Wilensky	Adam	M.D.	Surgery/General Surgery	UNLV Health	Resignation: Left the group

**K. PINK – OFF CYCLE**

1	Ross	David	M.D.	Anesthesiology	UMC Anesthesia
2	Yee	Chihuang Edward	M.D.	Surgery/Ophthalmology	Las Vegas Ophthalmology

**L. ADJOURNMENT**

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA  
DEPARTMENT OF TRAUMA  
SECTION OF BURN  
DELINEATION OF PRIVILEGES



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

- ☐ Initial Application  
☐ Reappointment  
☐ Additional Privilege

Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

The establishment of privileges and procedures in the Section of Burns shall be in accordance with the Bylaws of the Medical and Dental staff. Surgeons in the Section of Burn have privileges to admit, and treat pregnant and non-pregnant, adult and pediatric patients who meet burn triage criteria and to direct the course of treatment for the condition for which these patients present to the Burn Care Center.

**Eligibility Criteria:** To be eligible to request **CORE** clinical privileges, the applicant must be a member in good standing of the Medical and Dental staff, the Department of Surgery, and meet the following minimum criteria:

**Basic Education:** M.D. or D.O.

**Minimal Formal Training:**

- Successful completion of an accredited ACGME or AOA residency training program in general surgery or plastic surgery, ~~Board certified by the American Board of Surgery (as certified by the American Board of Medical Specialists), or the American Board of Plastic Surgery or equivalent by the American Osteopathic Association.~~
- Board Certification in General Surgery by the American Board of Surgery, or the American Board of Plastic Surgery, or the Bureau of Osteopathic Specialists and Boards of Certification, or the Royal College of Physicians and Surgeons of Canada within five (5) years of postgraduate training.
- Burn fellowship ~~within the past twenty-four (24) months~~ **trained** or **an approved fellowship with added qualifications in Burn Surgery within the past twenty-four (24) months** or two (2) years of active burn experience caring for at least 50 inpatient burns annually.
- Current ABLS provider or Instructor Certification.
- Knowledge of Burn Team physician roles, section policies, protocols, and guidelines

**Experience:**

**Criteria for Burn Care:**

~~Must appear before the Burn Quarterly meeting.~~

**Initials:**

1. Active Burn experience and documentation of caring for a minimum of 50 burn inpatients ~~annually.~~ **within the past twelve (12) months.**

**Reappointment:**

1. A minimum of 50% attendance at Burn Peer Review Case conference **AND**
- ~~2. A minimum of 75% attendance at Monthly Burn Faculty Conference AND~~
3. A minimum of ~~thirty (30)~~ **ten (10)** hours of Burn Specific CME's **with an additional one (1) hour each year in Pediatrics** at a two (2) year reappointment or a minimum of ~~fifteen (15)~~ **five (5)** hours of Burn Specific CME's **with an additional one (1) hour in Pediatrics** at a one (1) year reappointment.
4. **Active Burn experience and documentation of caring for a minimum of 50 burn inpatients within the past 24 months.**
5. **Current ABLS provider or Instructor certification**

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

<b>Issue:</b> <b>UMC Policies and Procedures</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the UMC Governing Board approve the Clinical Quality and Professional Affairs Committee’s recommendation for approval of the UMC Policy and Procedures Committee’s activities from its meeting held on June 4 and July 2, 2025; and take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

At their meeting held on August 11, 2025, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee’s activities of June 4<sup>th</sup> and July 2<sup>nd</sup> ,2025, including, the recommended creation, revision, and /or retirement of UMC policies and procedures, and recommend for approval by the Governing Board.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**5**

### June 4, 2025 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 37 Approved, 0 Retired**

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<a href="#"><u>Autopsy</u></a>	Revised	Approved as Submitted	Updated "Attachment A" to reflect updates to Clark County Ordinance #2.12.060. Vetted by CQPS.
<a href="#"><u>Observation and Monitoring - Crisis Stabilization Center (CSC)</u></a>	New	Approved as Submitted	Created by CSC multi-disciplinary P/P working group. Reviewed with editorial changes made by Quality, Safety, & Regulatory Officer.
<a href="#"><u>Critical Tests/Critical Results Reporting</u></a>	Revised	Approved with Revisions	Added Respiratory Services manufacturer ranges, reportable ranges and Critical Values. Vetted by CQPS and Director of Respiratory.
<a href="#"><u>ECMO Management of Skin Integrity</u></a>	Revised	Approved with Revisions	Removed bed reference. Vetted by PICU Clinical Manager and Pediatric Department.
<a href="#"><u>ECMO Nursing Documentation for Patient</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PICU Clinical Manager, Maternal Child Director, ACNO and Pediatric Department.
<a href="#"><u>ECMO Pediatric Mouth Care</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PICU Clinical Manager, Maternal Child Director, ACNO and Pediatric Department.
<a href="#"><u>Droplet Precautions</u></a>	Revised	Approved as Submitted	Minimal change; removed MDI comment; updated high touch surfaces. Updated references. Vetted by Director of Infection Prevention and Medical Director Infectious Disease.
<a href="#"><u>Reporting of Communicable Diseases &amp; Conditions to Local, State or Federal Agencies</u></a>	Revised	Approved as Submitted	Title and verbiage change to include local, state and federal agencies; Biosense specifics removed; stronger language on use of Epicare Link. Vetted by Microbiology Manager, Director of Infection Prevention and Medical Director Infectious Disease.
<a href="#"><u>Special Procedural Cart</u></a>	Revised	Approved with Revisions	Annual Review. CIMC unit added to policy. No further changes required.
<a href="#"><u>Guideline for the Management of the Adult Patient on EndoTool IV: Glucose Management System</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Critical Care Director and ACNO.
<a href="#"><u>Fresenius Memo</u></a>	Revised	Approved as Submitted	Updated contract. Vetted by Director of Med Surg Services.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<a href="#"><u>Capital Equipment Lifecycle</u></a>	New	Approved as Submitted	New policy. Vetted by Director of Supply Chain Services, Controller, Clinical Engineering, IT.
<a href="#"><u>PGR-02 Extended Leave – Pharmacy Residents</u></a>	Revised	Approved as Submitted	Updated to 27 days of CAL based upon new collective bargaining agreement. Updated number of education leave days to 8 based upon length of conferences that residents attend. Added language stating that the length of residency may not be extended to accommodate prolonged leave and that residents will not receive a certificate of completion if they take leave beyond what is described in this policy. Vetted by Director of HR and Director of Pharmacy.
<a href="#"><u>PGR-03 Minimum Completion Requirements – Pharmacy Residency Program(s)</u></a>	Revised	Approved as Submitted	Updated presentation requirement and removed expectation of verifying 20 orders per day outside of staffing hours. Reviewed policy to make sure it aligns with the 2025 ASHP residency accreditation standards. Vetted by Director of Pharmacy.
<a href="#"><u>PGR- 04 Duty-Hour/Moonlighting – Pharmacy Residency Program</u></a>	Revised	Approved as Submitted	Added maximum number of allowable moonlighting hours. Reviewed policy to make sure it aligns with the 2025 ASHP residency accreditation standards. Vetted by Director of Pharmacy.
<a href="#"><u>PGR-05 Staffing/Stewardship – Pharmacy Residents</u></a>	Revised	Approved as Submitted	Retitled as Staffing/Stewardship. Changed requirement of verifying 20 orders per day to stating that the resident must verify orders while on rotation. Vetted by Director of Pharmacy.
<a href="#"><u>PGR-06 Selection, Evaluation, and Responsibilities of Pharmacy Residency Preceptors</u></a>	Revised	Approved as Submitted	Slight modifications to language to enhance clarity. Reviewed policy to make sure it aligns with the 2025 ASHP residency accreditation standards. Vetted by Director of Pharmacy.
<a href="#"><u>PGR-08 Requirements for Licensure in the Pharmacy Residency Program</u></a>	Revised	Approved as Submitted	Modified language surrounding extensions to align with current practice. Added requirement for PGY2 residents to submit their PGY1 completion certificate prior to the first day of residency. Modified language surrounding Nevada Law Exam. Vetted by Director of Pharmacy.
<a href="#"><u>PGR-09 Residency Evaluations</u></a>	Revised	Approved as Submitted	Changed language surrounding midpoint evaluations in PharmAcademic. Defined failure of clinical rotation. Vetted by Director of Pharmacy.



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<a href="#"><u>PGR-12 Corrective Counseling/Progressive Discipline/Dismissal</u></a>	Revised	Approved as Submitted	Updated to include definition for failure to progress, identified resident specific behavior that would trigger an investigation, clarified that UMC is unable to extend the residency program, clearly defined expectations of action plan, referenced other relevant policies. Vetted by Director of Pharmacy.
<a href="#"><u>PGR-13 Clinical Consult Service – Pharmacy Residency Program</u></a>	New	Approved as Submitted	Clarification and updates to previous on-call procedures. Renaming of on-call to clinical consult service. Clarification of consult distribution. Vetted by Director of Pharmacy.
<a href="#"><u>Controlled Substances: Pharmacy Controlled Substance Automated Dispensing Cabinet (Vault)</u></a>	Revised	Approved as Submitted	Changed 4% volume loss to expected loss when batching liquids; especially critical because small volume doses can exceed 4%. Vetted by Director of Pharmacy.
<a href="#"><u>Pediatric Subcutaneous Rapid/Short-Acting Insulin</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Pediatric Pharmacist, Pediatric Clinical Manager, PICU Clinical Manager, Pediatric Intensivist, Director of Pharmacy.
<a href="#"><u>Extra-Corporeal Life Support (ECLS) Guidelines for Adult Patients</u></a>	Revised	Approved as Submitted	Edits made per discussion at Quality meeting. Vetted by ECMO Workgroup.
<a href="#"><u>Appropriate Use of Information Resources</u></a>	Revised	Approved as Submitted	Updated language and a few sections to strengthen the policy language, including the right to monitor for compliance. Categorized IT resources for better definitions. Updated policy owners and titles. Vetted by Information Security Officer / Director of Cybersecurity.
<a href="#"><u>EPIC Care Link Access Management</u></a>	New	Approved as Submitted	New policy. Vetted by Information Security Officer & Compliance & Privacy Officer.
<a href="#"><u>Friction Burn Algorithm</u></a>	New	Approved as Submitted	New algorithm created by burn team. Approved in Burn Multidisciplinary Committee Meeting.
<a href="#"><u>Pavement Burn Algorithm</u></a>	New	Approved as Submitted	New algorithm created by burn team. Approved in Burn Multidisciplinary Committee Meeting.
<a href="#"><u>Face and Neck Burn</u></a>	New	Approved as Submitted	New guideline. Created with Burn Director, Rehab Services Director, Rehab Services Supervisor, PT, and OT Leads and therapy team, Inpatient Burn Care Manager, Outpatient Burn Care Manager, and Burn Program Manager. Approved at Burn Multidisciplinary meeting.
<a href="#"><u>Burn Activation</u></a>	Revised	Approved as Submitted	Added "room air" to end of sentence "Inhalation injury respiratory distress as evidenced by RR above 25 or with an oxygen saturation below

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			93%." Approved at Burn Multidisciplinary Committee meeting.
<a href="#"><u>Operating Room Case Scheduling</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Specialty Services Manager, Director of Peri-Operative Service, Surgical Services Medical Director, ACNO and CNO.
<a href="#"><u>Perioperative Fire/Disaster Evacuation Plan</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Perioperative Services Manager, Perioperative Services Director, Surgical Services Medical Director and ACNO.
<a href="#"><u>Pre-Admission Assessment Testing</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PACU Clinical Manager, Anesthesia Medical Director, Surgical Services Medical Director and ACNO.
<a href="#"><u>Workplace Violence (WPV) Risk Assessment</u></a>	New	Approved as Submitted	New WPV Risk Assessment P/P and related tools utilized to conduct risk assessments both for security sensitive areas, as well as comprehensive for the organization as a whole. Added definitions and reference to OSHA 3148. Revised attachment list.
<a href="#"><u>Respiratory – Staffing Guidelines</u></a>	Revised	Approved as Submitted	Reviewed and revised to reflect staffing based on Respiratory census and to include language indicating Respiratory leadership can be utilized in clinical roles to meet staffing standards. Vetted by Director of Respiratory Services.
<a href="#"><u>TeleSitter Continuous Video Monitoring</u></a>	Revised	Approved with Revisions	Revised exclusion criteria. Vetted by Director of Med Surg Services.
<a href="#"><u>Pediatric Malignant Hyperthermia Crisis Guide</u></a>	New	Approved as Submitted	New guideline. Approved at Pediatric Department Meeting 5-22-25. Vetted by pediatric pharmacy and Director of Pharmacy.

## July 2, 2025 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 20 Approved, 1 Retired**

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<a href="#"><u>340B Drug Pricing Program</u></a>	Revised	Approved as Submitted	Added language for prospective purchasing. Vetted by Director of Pharmacy.
<a href="#"><u>Filling Medications and Outdates in the Automated Dispensing Cabinet (ADC)</u></a>	Revised	Approved as Submitted	Added statement regarding inventory procedure. Vetted by Director of Pharmacy.
<a href="#"><u>Medication Management Process – Parenteral Chemotherapy/ Biotherapy</u></a>	Revised	Approved as Submitted	Defined when transcription of orders is allowable. Vetted by Director of Pharmacy.
<a href="#"><u>Conflict Management</u></a>	Revised	Approved as Submitted	Updated the name of the Workplace Violence Program Policy. Vetted by HR Director and Chief HR Officer.
<a href="#"><u>Hatch Act – Employees Seeking Political Office</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by HR Director and Chief HR Officer.
<a href="#"><u>Abbott FreeStyle Precision Pro Glucose Meter</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Lab Services Manager and Lab Services Director.
<a href="#"><u>Communication, Hand-off/ Bedside Handoff</u></a>	Revised	Approved as Submitted	Corrected grammar and removed outdated items and appendixes and attachments which are not in use. Vetted by Med Surg Director and ACNO.
<a href="#"><u>Comprehensive Addiction and Recovery Act</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by NICU Clinical Manager, Maternal Child Director and ACNO.
<a href="#"><u>Swaddled Bathing Guidelines</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Pediatric Clinical Manager, Maternal Child Director and ACNO.
<a href="#"><u>Crisis Stabilization Center Bathroom Monitoring</u></a>	New	Approved as Submitted	Created by CSC multi-disciplinary P/P working group. Reviewed by Quality, Safety, & Regulatory Officer.
<a href="#"><u>Crisis Stabilization Center Transition and Discharge</u></a>	New	Approved as Submitted	Created by CSC multi-disciplinary P/P working group. Reviewed by Quality, Safety, & Regulatory Officer.
<a href="#"><u>Crisis Stabilization Center - Management of Operational Flow and Capacity Constraints</u></a>	New	Approved as Submitted	Created by CSC multi-disciplinary P/P working group. Reviewed by Quality, Safety, & Regulatory Officer.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<a href="#"><u>K-9 (Canine) Therapy</u></a>	Revised	Approved as Submitted	Added language clarifying rules for employees volunteering with their therapy dogs, made grammatical corrections, strengthened infection control language, made other minor edits throughout. Vetted by Brand and PR Director.
<a href="#"><u>Terminal Cleaning: Operating Rooms, Invasive and Procedural/Restricted Areas</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EVS Director, Infection Prevention Director and Executive Director, Support Services.
<a href="#"><u>Discharge Cleaning</u></a>	Revised	Approved as Submitted	Minimal change in step 7. Vetted by EVS Director, Infection Prevention Director and Executive Director, Support Services.
<a href="#"><u>Cleaning of Equipment – General Duties and Responsibilities</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EVS Director, Infection Prevention Director and Executive Director, Support Services.
<a href="#"><u>Linen Resource</u></a>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EVS Director, Infection Prevention Director and Executive Director, Support Services.
<a href="#"><u>Sharps Container Processing/Injury Prevention</u></a>	Revised	Approved with Revisions	Updated title. Vetted by EVS Director, Infection Prevention Director and Executive Director, Support Services.
<a href="#"><u>Care of the Adult ICU Status Patient Outside of PACU</u></a>	Revised	Approved as Submitted	Policy name changed from Post-Op Care of the Adult ICU Status Patient Outside of the PACU to "Care of the Adult ICU Status Patient Outside of PACU". Added verbiage, "All ICU status patients will be managed by a critical care credentialed physician, designated critical care fellow, or a physician or fellow who has been granted critical care privileges within the context of their designated core privilege category in conformance with unit policy upon admission".
<a href="#"><u>Medical and Neuroscience Surgical Intensive Care Unit (MICU/NSICU) Criteria for Triage, Admission and Discharge</u></a>	Revised	Approved as Submitted	Updated criteria, which include cardiovascular and antiarrhythmic drugs administration. BIPAP support /O2 therapy requirements. Revised language to clarify that all ICU level of care patients are to be managed by a critical care credentialed physician or designated critical care fellow, or by a physician or fellow who has been granted critical care privileges within the context of their designated core privileges in conformance with unit policy. Vetted by Medical Director of Critical Care Services & Dr Kush Modi.

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

<b>Issue:</b> <b>HR Policies and Procedures</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve changes to various HR Policies and Procedures; and take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

UMC is making modest changes to the following HR policies and procedures, effective on or around September 1<sup>st</sup>, 2025:

- **HR Policies / Procedures**
  - Recruitment and Selection Program
    - Modified language requiring proof of licensure/certification within 7 days
  - Position Classification and Compensation Plans
    - Modified language requiring proof of licensure/certification within 7 days
  - Performance Evaluation Program
    - Added language to require sign-off within 30 days
  - Disciplinary Hearing Process
    - Clarified language around time limits, and added limits to monetary awards


The Governing Board Human Resources and Executive Compensation Committee reviewed these revisions at their August 25, 2025, meeting and recommended that the Governing Board approve them.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**6**



	<b>POLICY TITLE: Recruitment and Selection Program</b>
<b>MANUAL:</b> Human Resources	<b>POLICY OWNER:</b> Chief Human Resources Officer
<b>ORIGINATION DATE:</b> 4/2019	<b>FINAL APPROVAL DATE:</b> 4/2025

## SCOPE

All UMC employees.

## PURPOSE

Human Resources shall administer a recruitment and selection program for the recruitment of applicants for employment with UMC in accordance with all applicable federal and state laws and regulations, and affirmative action programs.

## POLICY

1. Recruitment shall be one of the following types:
  - a. **INTERNAL RECRUITMENT:** a promotion, demotion or transfer opportunity opened to current full-time, part-time or per diem UMC employees only.
  - b. **REGULAR RECRUITMENT:** open to all interested applicants.
2. Human Resources shall determine the methods to be used in recruitment and may postpone, cancel, extend or otherwise modify the recruitment efforts as circumstances indicate. A department leader intending to fill a new or existing position, change FTE status of apposition, reclassify a position, shall notify their appropriate recruiter to launch the process. Any such postings or changes must be approved in the staffing standard for the department, or approved by the Workforce Planning Committee, before the Recruitment team is authorized to move forward.
3. The filing period for a non–union represented job announcement will be determined by Human Resources. These positions may close without notice once a sufficient number of qualified applications have been received.
4. When anticipated that the applicant group will greatly exceed the anticipated vacancies, Human Resources may restrict recruitment to limit the number of applicants by:
  - a. establishing a shorter filing period; and/or
  - b. specifying a maximum number of applications that will be accepted and closing the recruitment when that number is reached.
5. Job listings for all recruitments shall available in Human Resources, on the job posting board near the cafeteria and on the UMC website. Announcements shall be given such other publicity as deemed warranted to attract a significant number of qualified candidates to compete.



**POLICY TITLE: Recruitment and Selection Program**

6. Job announcements shall describe the duties of the position, minimum qualifications, salary range as deemed necessary, open and closing date for accepting applications and such other information as Human Resources considers appropriate.

**Section B. Applications**

1. An official online application form must be filled out completely and signed by the applicant. Applicants who complete online applications must attest that all information contained therein is true and accurate. Filed applications become the property of UMC and shall not be returned to the applicant. A separate and complete application is required unless otherwise specified in the job announcement.
2. Applications are only received by Human Resources for posted positions during the filing period. All applications must be received prior to the recruitment closing date and time.
3. All applicants must meet the minimum requirements and preferences, when applicable, as stated on the job announcement to be eligible for the position. Applicants may be required to submit evidence of education, training, licensure or special qualifications used to determine eligibility for the position.
4. Human Resources may disqualify an applicant, refuse to certify an applicant for an interview or remove an applicant who:
  - a. is determined to lack any of the job requirements stated on the job announcement for the recruitment; or
  - b. has committed conduct not compatible with UMC employment; or
  - c. has made false or misleading statements or omissions of material fact on the application; or has used, or attempted to use, any unfair method to obtain an advantage in a recruitment or appointment; or
  - d. has directly or indirectly obtained confidential information regarding the content of interview; or
  - e. has failed to submit an accurate and fully completed application within the prescribed time limits; or
  - f. has been dismissed for cause from a position at UMC or any other public or private employer similar to the position applied for at UMC; or
  - g. has a recent criminal conviction, which is substantially related to the qualifications, functions or duties of the position for which an application is being made. UMC acknowledges that a record of conviction alone will not necessarily bar someone from employment and will consider factors such as:
    - 1) the length of time that has passed since the offense; 2) age at the time of the offense;
    - 3) the severity and nature of the offense; 4) the relationship of the offense to the position for which was offered; and 5) evidence of rehabilitation; or



**POLICY TITLE: Recruitment and Selection Program**

- h. has, within the past two (2) years, unsuccessfully completed a pre-employment drug screen for UMC, except as provided for under the American's with Disabilities Act of 1990; or
  - i. is identified as ineligible due to sanctions by the Office of Inspector General or by the Excluded Parties List System; or
  - j. has been disqualified from a previous position during the background check process; or
  - k. has made a verbal or physical threat to staff, harassing communications, disparaging comments or other unprofessional conduct.
5. A person whose application is rejected for failure to meet minimum qualifications shall be notified of the reason for rejection. Applicants who believe they meet the minimum qualifications for a position and receive the above cited notification may request in writing to the Human Resources recruiter within seven (7) calendar days of the date of the notification to have their application re-evaluated. Human Resources will notify the applicant within seven (7) calendar days of receipt of the written request, of the decision based on the re-evaluation. Decisions reviewed and approved by Human Resources Director or Chief Human Resources Officer are considered final.

**Section C. Inquiries into Minority Status**

- 1. At the request of UMC, all applicants are asked to complete the Affirmative Action Questionnaire to comply with the United States Government EEO requirements.
- 2. The applicant's completion of the questionnaire is voluntary and failure to complete this section of the application will not adversely affect future employment opportunities.
- 3. The information requested will be made available to authorized personnel to be utilized for research and reporting purposes only.

**Section D. Eligibility Lists**

- 1. The names of applicants for employment who qualify for the recruitment shall be placed on the appropriate eligibility lists.
- 2. Eligibility lists will usually remain in effect for ninety (90) calendar days, but may be changed at the discretion of Human Resources and the appropriate department manager.
- 3. Eligibility lists for all recruitments shall be in effect from the date the applicant was placed on the eligibility list.
- 4. The duration of recall eligibility lists due to layoffs shall be a maximum of two (2) years based on length of service.





**POLICY TITLE: Recruitment and Selection Program**

5. The Chief Human Resources Officer, or designee, may remove from eligibility lists the names of applicants who:
  - a. request to have their names removed from an eligibility list or state that they are not interested in employment in that classification; or
  - b. fail to respond to an invitation for a pre-employment interview; or
  - c. are appointed to permanent positions in the classification for which their names were on an eligibility list. This does not apply to those eligible who are appointed to temporary positions; or
  - d. declines two (2) interviews for the same job classification within one (1) year; or
  - e. for any of the reasons listed in Section B.4 of this policy.
6. Eligibility Lists for permanent positions will be established in the following manner:
  - a. **Department Recall List:** The departmental recall eligibility list for each classification shall consist of employees and former employees of the department having permanent status and who were laid off or who were reduced in grade as a result of layoff. Such lists shall take precedence over all other eligibility lists.
  - b. **Recall List:** The general recall eligibility lists for each classification shall consist of the names of employees and former employees of UMC who are on active recall lists. Such lists shall take precedence over all other eligibility lists, except departmental recall lists.
  - c. **Active Lists:** The names of applicants who meet at least the minimum qualifications shall be placed on eligibility lists for that position. The eligibility list will normally remain in effect for approximately ninety (90) calendar days, unless the position is re- posted sooner at the request of the hiring authority or at the discretion of Human Resources.
  - d. **Certification List:** The names of the most qualified applicants who meet the minimum and the preferred skills for the position will be placed on an active certification list for that position and will be forwarded to the department for an interview.

### **Section E. Candidate Referral**

When a vacancy is to be filled, other than by demotion or emergency appointment, the hiring authority shall notify Human Resources. Following receipt of an approved requisition, Human Resources shall determine which candidates to be referred, based on bona fide occupational qualifications or special skills required by the position. Human Resources will determine the method and standards used to evaluate applicants' qualifications.

1. Eligible candidates shall be referred to fill permanent vacancies in the following order:
  - a. Departmental Recall Eligibility List



**POLICY TITLE: Recruitment and Selection Program**

- b. Recall Eligibility List
- c. Certification List

If a departmental recall eligibility list is used, Human Resources shall refer personnel in accordance with the recall section of the appropriate collective bargaining agreement or this manual. Human Resources may remove from a departmental recall list the name of any person who waives employment after referral.

2. Only applications of the most qualified candidates will be referred to the department initially for hiring manager or SME review. All applicants on the certification list should be interviewed unless documented and proper justification is approved by Human Resources prior to declining the candidate for interview. The written justification should explain the applicant lack of at least one of the following: experience, education, knowledge, skills, abilities, certifications, licensures or other job competency specific reasons related to the specific recruitment. Documentation will be made in the applicant tracking system for record keeping purposes of the justification made by the hiring department.
3. All current UMC employees who are certified for interview in a specific recruitment must be interviewed unless disqualified due to other reasons outlined in this policy.
4. If more than one vacancy is to be filled, the base number of candidates to be referred shall be determined by Human Resources. The names of the most qualified candidates will be certified to the department. All applicants certified to a department will be interviewed.
5. Human Resources will submit the certification list to the hiring department and the hiring authority shall notify applicants chosen for pre-employment interviews.
6. When an applicant has been passed over a total of two (2) times for employment or in the past one hundred and eighty (180) days for the same position by the same hiring authority, with the appropriate justification, Human Resources may remove the name of that applicant from the certification list to that hiring authority.
7. Human Resources may refer qualified persons from sources that are deemed appropriate to fill temporary positions.
8. Pre-employment assessments or testing may be required for some positions, prior to job offer.

**Section F. Interviews**

1. An interview schedule for those on the certification list should be provided to Human Resources or be accessible for viewing through the self-scheduling option in the ATS prior to the commencement of the interviews.
2. The hiring authority will notify and interview, or provide a reasonable opportunity for an interview to each applicant whose name appears on the certification list prior to making a selection. Initial contact with the candidate must be made within three (3) business days by the hiring department for interview scheduling. Those candidates not selected for interview must be clearly identified using Section E, Paragraph 2 guidelines.



**POLICY TITLE: Recruitment and Selection Program**

3. All interview notes, questions, rating guides, responses, score sheets and related materials generated during the interview process will be submitted to Human Resources. Job offers may not be extended until all selection documentation is submitted.
4. No testing/examinations will be administered by the hiring department without involvement and approval by Human Resources.

**Section G. Selections and Appointments**

1. The Chief Executive Officer or designee must approve vacancies to be filled prior to appointment (see Human Resources Procedure "*Requisition for Personnel*").
2. The hiring authority shall interview each applicant referred before making a competitive selection.
  - a. If two (2) unsuccessful documented attempts to contact a candidate occur, then the hiring authority shall notify Human Resources in order to remove candidate from consideration.'
  - b. Human Resources may approve other non-discriminatory objective reasons to disqualify a candidate from consideration.
  - c. After making a selection, Human Resources shall notify each applicant interviewed of the results.
3. With the approval of Human Resources, a person may be appointed temporarily to fill a regularly established benefitted position. No person shall achieve full time, part time, or per diem status solely as a result of appointment to a temporary position.
4. Per Diem Appointments: Beginning with the 2081<sup>st</sup> hour worked, a part-time or per diem employee, upon written request, shall be entitled non-competitively to the next available regular full-time or part-time position in his/her classification. Restrictions may apply in accordance with the appropriate collective bargaining agreement.
5. In the event that the standard recruitment procedure would, in an emergency situation, delay or impair efficiency of UMC operations, the hiring authority, with approval from Human Resources and the Chief Executive Officer, may make emergency appointments for the duration of the emergency and for a time thereafter sufficient to permit an orderly return to the normal conduct of business. When such emergency appointments are made, the hiring authority shall immediately notify Human Resources, naming the appointees, dates of appointment, classification in which hired, duties of the positions to which appointed and the nature of the emergency. No person shall automatically achieve full or part time status as a result of an emergency appointment.
6. Human Resources may make involuntary, inter-departmental transfer of employees in the same classification or salary grade for the purpose of reorganizations, changes in workload or for the well-being of UMC, after notification and approval of the affected Administrator and department head.
7. UMC may appoint employees of an agency whose functions have been assumed by UMC under the



**POLICY TITLE: Recruitment and Selection Program**

following conditions:

- a. Human Resources has determined the proper classifications for the positions; and
- b. employees of the agency shall serve a probationary period; and
- c. no time served in the agency prior to appointment as a UMC employee shall apply toward the computation of seniority without the written authorization of the Chief Executive Officer and based on a recommendation from Human Resources.

**Section H. Offers of Employment**

1. All offers of employment will be made by Human Resources.
2. The hiring authority will return the certification list and interview questions/responses to Human Resources. A tentative offer of employment will be made in compliance with the pre-employment/post offer protocols.
3. Salary recommendations will be made by Human Resources following current internal pay practices. Human Resources or the department/unit managers requesting a salary rate above the salary rate parameters established by Human Resources must submit the request in writing to Human Resources who will make a recommendation of approval or denial to the Division Head and CEO or designee. The CEO or designee has final approval on any salary above the normally established rate to be offered.
4. Once the tentative offer of employment has been made to a non-UMC employee, the selected candidate will generally be required to complete pre-employment drug testing within 72 hours, background check consent paperwork and a pre-employment physical/employee health review. Confidential documents, such as employee background checks and drug testing results, may be unavailable for employees hired prior to 2017.
5. The tentative offer of employment shall be withdrawn if:
  - a. the applicant fails to complete the pre-employment drug screen within seventy-two (72) hours of the date and time the tentative offer was made without an approved extension, or
  - b. the applicant fails to submit to a background check during the hiring process, or
  - c. the applicant fails either the pre-employment drug screen or the background check or pre-employment physical, or
  - d. the results of the applicant's pre-employment drug screen indicate the presence of marijuana (THC), and the applicant applied for a position that UMC has determined could adversely affect the safety of others (*See UMC Safety-Sensitive Positions List*), or
  - e. the applicant is unable to attend new hire orientation within a specified period of time mutually agreed upon by Human Resources.



**POLICY TITLE: Recruitment and Selection Program**

**Section I. Training Under-Fills**

1. Training under-fills are alternate staffing patterns that establish entry or intermediate duty levels when:
  - a. it is consistently difficult to attract sufficient numbers of qualified applicants at the full performance level; or
  - b. significant gaps exist in normal career patterns for occupations unique to UMC's service; or
  - c. by hiring manager or Human Resources request
2. Training under-fills must comply with the following requirements:
  - a. The under-fill position level must be established at or below the pay grade of the full performance/budgeted level; and
  - b. The position must be recruited as a training under-fill. The announcement must clearly indicate that the position is an under-fill position and that upon satisfactory performance and completion of the training agreement, within a specific time frame, will lead to a noncompetitive promotion. The higher level classification of the position must also be indicated on the announcement; and
  - c. The selected applicant does not have to meet all of the experience and education requirements of the higher level position at time of hire into the under-fill position. However, he/she must meet the critical, directly related position requirements determined by Human Resources to be essential to acquiring, through on-the-job training, the skills and knowledge of the higher level classification; and
  - d. The under-fill position cannot exist beyond two (2) years. Employees hired into a training under-fill position will serve in the under-fill classification no more than two (2) years, except for specified classifications as determined by Human Resources.
3. Applicants hired into training under-fill position(s) shall serve a probationary period. Should an employee who has successfully completed the probationary period then fail to meet the training requirements, he/she may be terminated following the process as outlined in the appropriate collective bargaining agreement or Human Resources Policies and Procedures.

**Section J. Employment Eligibility Verification Form I-9**

1. Human Resources shall administer the employment eligibility verification program to verify each employee's eligibility for employment in the United States in accordance with the Immigration Reform and Control Act (IRCA), as amended and the Homeland Security Act, as amended.
2. All new UMC employees must comply with the IRCA/USCIS by completing Form I-9 to verify their eligibility for employment in the United States. UMC will also verify employment eligibility using the DHS E-Verify system. Any employee rehired within three (3) years of the initial hire, may not be required to



**POLICY TITLE: Recruitment and Selection Program**

complete a new I-9, provided the information on the old I-9 indicates that the person is still authorized to work. However, such employee may be required to complete a new I-9 for E-Verify purposes.

3. Employees accepting a job with UMC shall be told at that time they will need to complete Form I-9 and present original copies of documents that establish identity and employment eligibility. The employee must bring acceptable documents as defined in the IRCA/USCIS to the Human Resources Department and complete a Form I-9 within three (3) business days of the date of hire.
  - a. Human Resources will examine the document to ensure they are genuine and make copies to be attached to the completed I-9 form.
  - b. Employees who fail to comply with the law will not be placed on payroll (officially hired) until they have provided all required documentation and completed the I-9 form. Failure of an employee to abide by verification requirements or timelines will result in the employment offer being withdrawn or failed probation.
  - c. After hire, an employee who fails to provide Human Resources with current immigration documents seven (7) calendar days prior to the expiration of the previous immigration document shall be prevented from working until receipt of the required documents. Failure to provide the required document for more than 30 calendar days after the expiration date of the original documents shall result in the employee being suspended pending termination. All immigration documents shall be presented in Human Resources at least seven (7) calendar days prior to the expiration of the current document to prevent the employee from being suspended.

**Section K. Licensure, Certification, Registration**

1. Candidates for employment must possess and maintain current all required licensures, certifications and/or registrations identified as a bona fide occupational qualification.
2. Candidates for specific positions requiring licensure, certification and/or registration are responsible for providing the appropriate document(s) prior to employment. Human Resources will ensure appropriate and accurate documentation is provided, including any primary source verification as required, before an applicant is hired. For any employed physician or non-physician provider, Medical Staff services will perform the necessary primary source verification.
3. The employee is responsible for presenting the original of the renewed license, certification and/or registration to his/her manager and a copy to Human Resources by 12:00 midnight at least seven (7) calendar days prior to the expiration date. The department manager will make a copy for the department's files and will return the original to the employee. In conjunction with Nursing Administration and Medical Staff Services as applicable, Human Resources will ensure appropriate licenses or certification are current and primary source conducted as required.
4. Failure of an employee to provide licensure by seven (7) calendar days after expiration of the existing licensure will result in discipline up to and including suspension pending termination/termination.



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5. Employees achieving licensure, certification and/or registration must report the achievement to their manager who will verify the accuracy of the documents. The employee will be required to produce evidence and submit it to Human Resources to be placed in the employee's official personnel file.

**Section L. Residency and Vehicle Registration Ordinance**

1. Candidates hired into a benefitted position will be required to establish and maintain a principle place of residency within the boundaries of Clark County within 90 days of initial employment with UMC, provide proof that a Nevada driver's license has been obtained and each private vehicle has been registered with the State of Nevada Department of Motor Vehicles.
2. Human Resources will notify all new hires of acceptable documents and will examine the documents to validate residency and vehicle registration requirements at time of new hire processing.
3. After hire, an employee who fails to provide proof of residency and vehicle registration to Human Resources within 90 calendar days of hire shall result in the employee being terminated. Exceptions may apply to the following:
  - a. Employees who are unable to provide documents establishing proof of residency due to living with someone, will be required to sign a residential affidavit of exemption.
  - b. Employees who do not drive in Nevada or do not own a motor vehicle subject to the motor vehicle registration laws will be required to sign an affidavit of exemption.
  - c. Employees who have been granted a waiver from the County Manager as approved by the Board of County Commissioners.
  - d. Employees covered by an applicable federal law that may qualify for an exemption.
4. In accepting employment with UMC, the employee agrees that authorized representatives of UMC may access the databases of the State of Nevada Department of Motor Vehicles to verify motor vehicle registration information and driver's license information.

**Section M. Employment Incentive Program**

1. Human Resources shall administer an Employment Incentive Program as a recruitment tool when qualified candidates are scarce. Eligible classifications will be defined by Administration in consultation with Human Resources.
2. Eligibility requirements shall be set by Administration on a case-by-case basis.

**Section N. Relocation Assistance Program**

1. Human Resources shall administer the Relocation Assistance as a recruitment tool. Classifications eligible for relocation expenditure reimbursement will be defined by Administration in consultation with Human




**POLICY TITLE: Recruitment and Selection Program**

Resources. Eligibility requirements shall be set by Hospital Administration on a case by case basis.

<b>Review Date:</b>	<b>By:</b>	<b>Description:</b>
5/2022	Ricky Russell	Reviewed. Formatting Changes. Added H(5)(d)
8/2023	Rosalind Bob	Added retention information for confidential documents. Vetted by HR
10/2024	Ricky Russell	Added language in #2 regarding staffing standards, and removed language regarding qualifying reviews. Section K. Content change – Added (4) correction action for non-compliance with license requirement. Vetted by Chief Human Resources Officer.
3/2025	Ricky Russell	Revised Section K (2)(3) to provide clarity for initial and renewal certification/license and primary source verification. Vetted by Chief Human Resources Officer.
July 2025	Rosalind Bob	Clarified language in K(3)



	<b>POLICY TITLE: Position Classification and Compensation Plans</b>
<b>MANUAL:</b> Human Resources	<b>POLICY OWNER:</b> Chief Human Resources Officer
<b>ORIGINATION DATE:</b> 4/2019	<b>FINAL APPROVAL DATE:</b> 4/2025

## SCOPE

All UMC employees.

## POLICY

Human Resources shall administer a Position Classification and Compensation Plan to provide a fair, equitable, and competitive pay program, and to attract and retain a highly qualified and diverse workforce.

### **Section A. Position Classification Plan:**

1. Human Resources shall develop and maintain a Position Classification Plan consisting of specifications describing all positions in the UMC service.
2. Each classification description shall include:
  - a. The official title of the classification to be used by UMC in all official records, payrolls, and communications. The title shall be indicative of the general nature of the work performed by employees in that classification.
  - b. A general definition of the type of work performed by employees in the classification, the level of supervision received, and extent of supervision exercised over other employees, when applicable.
  - c. Standards and criteria-based evaluations regarding job performance with specific examples of work performed by employees in the classification (it is not to be assumed that each example listed shall be performed by all employees nor that any one employee shall perform only the examples listed. Department managers or supervisors retain the right to assign employees duties not included in the examples, provided such duties are similar in nature to those enumerated).
  - d. The employment standards – minimum qualifications an applicant should possess to be considered for the classification. These standards shall serve as a guide for rejecting or admitting applicants to recruitment examinations.

### **Section B. Job Evaluation:**

1. Human Resources may conduct a job evaluation when a new job is developed or when the scope of an existing job has changed.



**POLICY TITLE: Position Classification and Compensation Plans**

a. Human Resources shall conduct audits and make recommendations regarding requests for classifying new and existing positions. *(See Human Resources Procedure "Classification Audits")*

b. Human Resources shall conduct audits and determine if pay grade adjustments or reclassifications are warranted. *(See Human Resources Procedure "Classification Audits")*

**Section C. Salary Ranges and Grades:**

Human Resources shall maintain a Position Compensation Plan of designated salary ranges and grades for all of the classifications in the UMC service.

1. The minimum of a salary range is normally the lowest rate paid to an employee in a given pay grade. The maximum of a salary range is the highest rate normally paid to an employee in a given pay grade.
2. The Compensation Plan shall be adjusted, when necessary, to comply with provisions of applicable collective bargaining agreements and/or as approved by the appropriate UMC governing body.
3. Human Resources will develop alternative salary ranges when they are necessitated by market conditions or other circumstances. These ranges may be approved by Hospital Administration, and submitted to the appropriate bargaining unit or appropriate UMC governing body (whichever is applicable) for final approval.

**Section D. Overtime:**

1. Eligible employees shall be compensated for overtime worked in accordance with applicable federal and state laws and, if applicable to the employee, collective bargaining agreements. Employees exempt from overtime compensation under the Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time.
2. All overtime must be approved in advance of its use. Failure to comply with advance approval may result in disciplinary action. Overtime compensation may be through cash payment or compensatory time at UMC's discretion.

**Section E. Benefits Provision:**

1. The Hospital may implement employee incentive, compensation, employee suggestions, and performance bonus programs.
2. Except as otherwise identified in these policies and procedures or modified by some other approved employment agreement, compensation plan, etc., non-probationary UMC employees not covered by any collective bargaining agreement shall generally be granted at a minimum those economic benefits provided for in the current UMC & SEIU Agreement which do not relate to employee discipline, discharge or grievance procedures. Economic benefits may include, but are not



**POLICY TITLE: Position Classification and Compensation Plans**

limited to salary, paid and unpaid leaves, retirement, longevity, shift differential and acting pay. However, in its sole discretion, the UMC CEO or CHRO (or designee) retains the exclusive right to modify all non-economic and economic benefits for any non -union represented classifications.

**Section F. Employment Actions:**

Employees not covered by any collective bargaining agreement shall, at a minimum, receive the same administrative procedures and benefits represented in the SEIU agreement unless modified by this policy, an approved compensation plan, or an employment agreement.

1. **Promotion:** The promotional rate of pay will be commensurate with the employee's years of experience in the new pay range following current hire-in rate pay practices. The employee shall receive no less than 5% above their current rate, for the first promotion in a rolling calendar year, provided the new rate of pay does not exceed the maximum of the new pay range. Any subsequent promotion in the rolling calendar year will be 4%. Any exception requires a form to be submitted and approved by Human Resources or the UMC CEO.

2. The employee's annual review date will not change as a result of the promotion. The employees annual merit increase (if applicable) may be adjusted or prorated is the promotional increase salary increase upon completion of one (1) year of service in the new position or classification.

3. **Demotion:** Demotions may be implemented as part of a reorganization or reduction in force, at the request of the employee as the result of a position reclassification, or for cause. Both voluntary and involuntary demotions may be made only upon the recommendation of the department head and approval by Human Resources. Any demotion to a lower salary schedule (aka salary range) will result in the employee receiving a pay reduction of the most recent promotional increase they received, assuming any such reduction doesn't place them below the minimum of the new salary range. If, after the reduction, the employee's pay rate is above the maximum of the new range, their salary will be further reduced to the maximum of the new range. If the employee has not received a promotional increase since hire, the employee will receive a minimum of a 4% decrease, or the max of the new range, whichever is greater.

- a. An employee whose position is reclassified to a lower pay grade will be demoted to the appropriate title, pay grade, and pay, as specified by the Chief Human Resources Officer. In no instance shall an employee's pay rate exceed the maximum rate of the new pay grade.

4. **Reclassification:** A reclassification is made when it has been determined that the duties and responsibilities assigned to the position have significantly changed from the parameters of the original job classification. It is the purpose of a reclassification to ensure that job classifications are compensated equitably in relation to similar levels of responsibility and duties. An employee selected to fill a reclassified position shall be promoted or voluntarily demoted into the new classification, and any salary increase or decrease shall be initiated as identified under the promotion and demotion language, or as determined by the CHRO or designee.

- a. Promotional opportunities created by the reclassification will be filled by a competitive



**POLICY TITLE: Position Classification and Compensation Plans**

recruitment in accordance with established competitive recruitment actions, except for non-competitive promotions as delineated below.

- b. A non-competitive promotion of an employee whose position has been reclassified to a higher pay grade because of the addition of duties or responsibilities may be made when it is determined open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:
  - i. There are no other employees in the department, supervised by the selecting official, who are in the same classification and performing identical duties to those performed by the employee prior to the addition of the new duties and responsibilities.
  - ii. The employee continues to perform the same basic function(s) as in the former position and the duties of the former position are administratively absorbed into the new position.
  - iii. The addition of the duties and responsibilities does not result in an adverse impact on another incumbent position.
  - iv. The selecting official desires the position to be filled non-competitively, or Human Resources determine that the position should be filled non- competitively given the circumstances outlined previously.

5. **Transfer:** A full-time or part-time employee who transfers from one allocated position in a cost center to another allocated position in a different cost center, but in the same classification or in another classification assigned to the same pay grade, shall continue to receive the same salary rate. The employee's salary review date will remain the same.

6. **Management Reassignments:** A department head may reassign employees from one position to another position if:

- a. The positions have the same salary range; and
- b. The employee is determined by Human Resources to meet minimum qualifications for the classification under consideration.

7. **Position Titles:** New titles may be established when it has been determined that the new title is more descriptive of the nature of the work being performed. New titles may be established when new or additional functions are undertaken by UMC. No change in the salary review date or compensation level will occur when only a position's title and job code are changed.

8. **Salary Grade Adjustments:** A salary grade adjustment is made when it has been determined that a classification is either under or over compensated in relationship to comparable positions in the job market. In addition, grade adjustments are required to ensure equity between positions within UMC. The purpose for adjusting the salary is to remain competitive in hiring and retaining the



## **POLICY TITLE: Position Classification and Compensation Plans**

best qualified employees in a classification. Salary grade adjustments result in the assigned employee's salary grade being changed. The salary review date will not change as a result of the grade adjustment. Employees affected by an adjustment may be eligible for a merit increase on their next salary review date. Employee pay rates that equal or exceed the maximum rate of the new grade will not receive salary adjustments until their actual pay rate falls below the highest rate of the new pay grade, or upon CEO (or designee) approval.

**9. Training Under-Fill:** An employee who is hired into a training under-fill position (*see Human Resources "Recruitment and Selection Program"*) will receive an adjustment to their salary at the following time(s):

- a. Upon hire into the training under-fill position (if the position is at a higher pay grade than the pay grade the employee is changing from)
- b. Upon completion of training under-fill.
- c. The amount of the promotional increase upon completion of the training under-fill requirements will follow the outlined promotional pay practice in Section F.

### **Section G. License/Certification:**

All staff in positions that require a state of Nevada provider license/certification/registration will be responsible to maintain a current license/certification/registration when hired - see Recruitment and Selection Program, Section J (or applicable) for new hire processes. For existing employees in need or renewals the following will apply:

1. Employee must provide evidence of completion by 12:00 midnight of the 7<sup>th</sup> day before the expiration date of existing document (as applicable). Failure to do so will result in corrective action, removal from the workplace, and seven (7) calendar days to provide evidence of completion.
2. Failure to provide evidence of completion by the deadline based on 1. above will result in an unpaid week (based on FTE status) suspension and seven (7) calendar days to provide evidence of completion.
  - a. exemption from suspension can be made for employees who provide proof of registration for a renewal course within that seven (7) day window and proof of renewal prior to the actual expiration date
3. Failure to provide evidence of completion by the new deadline based on 2. above will result in Suspension pending termination or termination.
  - a. Per Diem employees without grievance and/or appeal rights may be separated at any step of the above process.

### **Section H. Working Out of Classification:**




**POLICY TITLE: Position Classification and Compensation Plans**

1. Managers should make every effort to fill assignments without the need for working an employee outside their classification. In those rare incidents where it becomes necessary, for the good of the hospital, to work an employee out of his/her classification, the following procedure must be followed:
  - a. Working out of classification in a different classification outside an employee's normal work schedule is strictly prohibited without the advance written approval of the CEO or designee.
  - b. Only non-probationary full and part-time employees in classifications established at pay grade A13 or below are eligible to work out of classification as a Patient Attendant (per diem employees are not eligible).
  - c. The manager of the employee's home cost center and the manager making the request both must agree to allow the employee to work out of classification. The home cost center manager should consider the performance and conduct of the employee and any operational issues before granting approval. Both managers are also responsible for ensuring appropriate documentation (e.g., signed job description, competencies, or other regulatory requirements) are met.
  - d. The employee working out of classification must voluntarily agree to work extra shifts on a date and time that he/she is not scheduled to work in his/her home cost center. Employees are prohibited from calling off or using leave time to work in another classification. In addition, working in another classification cannot impact his/her regularly scheduled shifts in his/her home cost center. Such conduct will result in severe disciplinary action including suspension pending termination.
  - e. Working out of classification must be at a time that does not create a double back situation.
  - f. The receiving department leader must ensure all applicable federal, state, local, regulatory, and job description requirements are met at the time of the employee working out of classification.
2. All expenses incurred for working an employee out of classification will be paid by the cost center where the employee worked. The employee is to be compensated at the regular rate of pay of his/her permanent classification including any differential (based on the hours worked) or overtime premiums, if applicable.



**POLICY TITLE: Position Classification and Compensation Plans**

<b>Review Date:</b>	<b>By:</b>	<b>Description:</b>
7/2022	Ricky Russell	Reviewed. Formatting changes. Added H(f)
2/2024	Ricky Russell	Clarified language in regards to compensation plans, employment contracts. Added ability for CEO to adjust salaries for topped out or over top employees.
10/2024	Ricky Russell	Modified Section F language for promotions and demotions. Modified language regarding economic benefits for all non-union represented classifications. Section G. Content changes – Revised corrective action to match new Hospital Requirement Matrix. Revised Section E2 to allow for UMC offer different economic and non-economic benefits for non-represented classifications. Vetted by Chief Human Resources Officer.
3/2025	Ricky Russell	Modified Section D & E to provide clarity related to overtime. Vetted by Human Resources Officer.
July 2025	Rosalind Bob	Clarified language in G(1)

	<b>PROCEDURE TITLE: Performance Evaluation Program</b>
<b>MANUAL:</b> Human Resources	<b>POLICY OWNER:</b> Chief Human Resources Officer
<b>EFFECTIVE DATE:</b> 7/1995	<b>FINAL APPROVAL DATE:</b> 1/2025

## SCOPE

All UMC Employees

## PURPOSE

To establish the procedure for the administration of employee performance evaluations.

## ORGANIZATIONS AFFECTED:

All departments

## PROCEDURE

A Employees shall receive a performance evaluation, including employee competency and performance criteria upon completion of probationary period and at their annual review date thereafter. The home department of the employee will be responsible for maintaining the completed original copies of the evaluation.

B The performance evaluation report is used to evaluate employees on the following four (4) point rating scale. This rating scale may be modified for all non-union represented classifications at the sole discretion of the UMC CEO or CHRO (or designee).

1. Rating of 1: Exceeds Standards  
Consistently exceeds identified standards of performance and output.
2. Rating of 2: Meets Standards  
Meets standards of acceptable performance. The employee is dependable, competent, knowledgeable, and meets or occasionally exceeds expectations.
3. Rating of 3: Partial Standard Compliance  
Falls below acceptable levels for performance and output at times. Performance-related concerns should be addressed in the corresponding goals for that factor. A training or improvement plan may be appropriate to address identified deficiencies.
4. Rating of 4: Does Not Meet Standard  
Performance is consistently below standards. This rating is for performance deficiencies that are not due to a lack of experience or training. An action plan for improvement and regular reviews between manager and employee are required.

C Salary increases based on an employee's overall performance rating are consistent with the rating scale and applicable increases as found in the SEIU, Local 1107 collective bargaining agreement "Salary Upon Status





**PROCEDURE TITLE: Performance  
Evaluation Program**

Change” except for those employees covered by a board approved compensation plan, or employment agreement. In its sole discretion, the UMC CEO or CHRO (or designee) retains the exclusive right at any time to modify the rating scale, and applicable increase, for all employee classifications that are non-union represented. Recommendations for an overall score of 1.0 – 1.4 (or applicable) must be approved by their Division Chief or designee prior to review with the employee.

D. Non-union represented classification employees, with the exception of those employee’s covered by a board approved compensation plan (e.g., Management, Physicians, Non-Physician Providers, etc.), or employment agreement, that receive an acceptable rating in attendance and tardiness will receive an extra .5% increase in addition to the increase as determined by the evaluation process. To receive an acceptable rating, the employee must have completed the appraisal period without verbal counseling or disciplinary actions.

E. The performance evaluation must be submitted to Human Resources no later 30 days after the review date. Late evaluations may result in disciplinary action. Human Resources must be notified of any mitigating circumstances (circumstances beyond the control of the manager or employee) prior to the review date in order for the evaluation not to be considered late.

F. After the performance evaluation meeting between the manager/supervisor and the employee, the employee is required to acknowledge and sign the review within 30 calendar days. If the review is not signed within this timeframe, it will be processed and considered final.

G. Performance evaluations may be completed by a manager or supervisor for periods other than the annual or probationary performance review date.

H. If the decision to award an employee’s salary increase is to be deferred, or the overall evaluation is equal to, or greater than, 3.0 the manager or supervisor must submit a completed performance evaluation to Human Resources documenting the deficiencies in the employee’s performance and designating a time frame as to when the next review will be conducted. The deferral must also be accompanied by a Performance Improvement Plan (or competency assessment plan), signed by the employee and manager/supervisor. Failure of the employee to satisfactorily complete the Performance Improvement Plan may result in disciplinary action, up to and including suspension pending termination.

I. Performance evaluations are required for the following:

1. Annual- Employees shall be reviewed each year on their annual review date, which for most employees will be their current hire date, regardless of classification or FTE status. Merit increases may be given based on the overall performance rating, not to exceed the maximum of the salary grade to which the classification is assigned. In its sole discretion, the UMC CEO or CHRO (or designee) reserves the exclusive right to change the annual review date to a focal review date for those classifications not already on a focal review date.

2. Probation - Employees shall be reviewed to complete probation periods. No merit increase is generally associated with the completion of probationary period.

3. Promotion- As of October 15, 2024, an annual evaluation generally will not be required upon promotion. The employee’s new manager will work with the former manager, and other leaders as applicable, to complete the next annual review for the promoted employee.

4. Demotion- As of October 15, 2024, an employee who is either voluntarily or involuntarily demoted, will



**PROCEDURE TITLE: Performance  
Evaluation Program**

not have their annual review date modified.




**PROCEDURE TITLE: Performance Evaluation Program**

5. Reclassification- As of October 15, 2025, a reclassification will not result in a new annual review date.

I. Human Resources shall maintain the performance evaluations and be accessible to management on the appropriate technology website. Management level employee's performance evaluation format shall be determined annually by the UMC Chief Executive Officer or designee.

J. An employee may request to meet with the evaluator's supervisor to discuss the performance evaluation by notating such on the evaluation. The decision of the evaluator's supervisor shall be final and binding. The employee wishing to meet with the evaluator's supervisor is responsible for calling the evaluator's supervisor within five (5) business days of the evaluation to schedule the meeting. The annual performance evaluation will not be processed by the evaluator's supervisor until after the meeting between the employee and the evaluator's supervisor has occurred and a decision on any changes are communicated to the evaluator and the affected employee.

<b>Review Date:</b>	<b>By:</b>	<b>Description:</b>
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
2/2024	Ricky Russell	Included language regarding approved compensation plans, employment agreements, etc. Vetted by CHRO.
10/2024	Ricky Russell	Revised B-C language for non-union represented classifications to allow for modifications as desired by UMC. Removed references to changing annual review dates, etc. Added / revised language in H1, H3, H4, H5, to reflect new requirements. Correcting from Policy to Procedure. Vetted by Chief Human Resources Officer.
July 2025	Rosalind Bob	Added new F to identify process if employee fails to sign within 30 days.

	<b>POLICY /GUIDELINE TITLE:</b> Disciplinary Hearing Process
<b>MANUAL:</b> <b>Human Resources</b>	<b>POLICY OWNER: HR</b>
<b>EFFECTIVE DATE:</b> <b>07/1995</b>	<b>FINAL APPROVAL DATE: August 2025</b>

## PURPOSE

To set forth the procedure for administering pre-termination hearings and post-termination hearings for those eligible employees not covered by a collective bargaining agreement.

## SCOPE

All non-union membership eligible, non-MPLAN, non-at-will, and non-probationary UMC employees. An employee eligible for membership in a collective bargaining unit will be subject to the grievance procedure in the applicable collective bargaining agreement.

## PROCEDURE

### A. Pre-Termination Hearing

1. An eligible employee who has been suspended pending termination ("SPT") shall receive a document setting forth the reason for the SPT and shall have up to three (3) business days (business days are defined as Monday through Friday, excluding UMC recognized holidays) to submit a written request for a pre-termination hearing to Human Resources at [hr@umcsn.com](mailto:hr@umcsn.com) or via handwritten notice to the front desk at human resources. The employee will be suspended without pay pending the pre-termination hearing decision, or failure to request the hearing. Failure to request a hearing within the deadline or to show up at the scheduled pre-termination hearing will result in a waiver of the employee's right to appeal the disciplinary action.
2. Human Resources will select a managerial employee outside the employee's chain of command to function as the hearing officer.
3. No hearing officer shall hear a case in which they have specific personal knowledge of the incident.
4. The employee shall be given at least three (3) business days' notice of the time and location of the pre-termination hearing.
5. The hearing will be conducted in an informal manner and shall not follow formal rules of evidence.



**POLICY /GUIDELINE TITLE:**  
Disciplinary Hearing Process

The employee may only represent themselves at the pre-termination hearing. The employee shall be given an explanation of the evidence against them and shall be given an opportunity to respond to all specified charges. The hearing officer shall admit all presented evidence and provide it the weight they believe the evidence deserves in rendering his/her decision. There will not be witnesses called as a general rule, however, the hearing officer has the right to call a particular witness and ask the witness questions. Neither the manager nor the employee will be allowed to question any witnesses. A representative from Human Resources will be present in the hearing to ensure the process is followed and to act in an advisory capacity for both the employee and the manager.

6. The hearing officer shall forward to the employee, hearing officer, department head, and Human Resources their written decision within five (5) business days of the close of the pre-termination hearing. The hearing officer may uphold, modify, or reverse the SPT. If the SPT is reduced or reversed, the hearing officer may, but is not required to, grant a monetary award, which is limited to the number of scheduled workdays missed during the unpaid SPT status, with a maximum of eight (8) days. Human Resources will provide Payroll with a copy of the hearing officer's decision if the decision provides for a monetary award.

7. If a proposed termination is upheld, the employee shall be separated from UMC service and, if eligible, may request a post-termination hearing.

## **B. Post-Termination Hearing**

1. An eligible employee who has been terminated shall have up to three (3) business days (business days are defined as Monday through Friday, excluding UMC recognized holidays) from the date on which the email is sent to the employee notifying them of the pre-termination hearing officer's decision to appeal the decision. The employee or their representative shall make the request, in writing, to the Chief Human Resources Officer at [hr@umcsn.com](mailto:hr@umcsn.com) or via handwritten notice to the front desk at UMC Human Resources. Failure to request a post-termination hearing within the deadline or to attend the post-termination hearing on the scheduled date will result in a waiver of the employee's right to appeal the disciplinary action.

2. A member of the human resources team shall notify the UMC CEO or designee of the hearing officer position and request availability dates. The employee shall be provided with these dates to select the hearing date.

3. Generally, the hearing officer will conduct the post-termination hearing within fifteen (15) business days from the date of such a request.

4. The employee and management may be represented by counsel at their expense. The hearing will not follow any formal rules of evidence. The employee shall be given an explanation of the evidence against them and shall be given an opportunity to respond to all specified charges. A representative of Human Resources will be present in the hearing to ensure the process is followed.



**POLICY /GUIDELINE TITLE:**  
Disciplinary Hearing Process

5. The hearing officer shall file a written decision within five (5) business days (business days are defined as Monday through Friday, excluding UMC recognized holidays) from the conclusion of the hearing, with the Chief Human Resources Officer, department head, and the employee. The hearing officer may uphold, modify, or reverse the issued disciplinary action.

If the employee is reinstated as a result of the appeal, the hearing officer may, but is not required to, grant a monetary award. The award is limited to the number of scheduled work days the employee missed during the pre-termination and post-termination process, with a maximum of thirty (30) days.

6. The decision of the hearing officer shall be final and binding.

Review Date:	By:	Description:
July 29, 2022	Ricky Russell	Formatting changes. Reviewed. No content change.
February 1, 2024	Ricky Russell	Change references from County Manager to CEO; remove suspension hearing process
July 30, 2025	Ricky Russell	Changes to align more closely with the CC process.

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

<b>Issue:</b> <b>Amendment to the Policies and Procedures of University Medical Center of Southern Nevada Governing Board</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>Review and approve revisions to the UMC Governing Board Policies and Procedures related to committee responsibilities; and make any changes deemed necessary. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Pursuant to Section 10 of the UMC Governing Board Bylaws, the UMC Governing Board has established the UMC Governing Board Policies and Procedures. The proposed revisions set forth herein seek to clarify the responsibilities of UMC Governing Board Standing Committees and other matters related to the UMC Governing Board. Pursuant to Article VIII of the UMC Governing Board Policies and Procedures, the UMC Governing Board may amend the Policies and Procedures by a majority vote.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**7**





**UMC  
GOVERNING BOARD  
POLICIES AND PROCEDURES**

**Approved: February 12, 2014**

**Revised: June 21, 2017**

**Revised: October 28, 2020**

**Reviewed: July 27, 2022**

**Revised:**

In support of the University Medical Center of Southern Nevada's ("UMC") mission, the UMC Governing Board (the "Governing Board") hereby adopts the following Policies and Procedures:

**I. BOARD COMMITTEES**

To efficiently discharge its responsibilities, the Governing Board will support a division of authority and responsibility delegating and entrusting specific work to be performed by Governing Board committees, in support of the Governing Board's decisions and actions. Such committees of the Governing Board shall be Standing Committees or Special Committees (each a "Committee" and collectively, "Committees").

A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. Each Standing Committee shall include at least two (2) Governing Board members, including a Chair of the Committee as appointed by the Chair of the Board, provided that if a Standing Committee has only two (2) Governing Board members, the Chair of the Board shall serve as a third Governing Board member of such Committee.

The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

A Special Committee is one whose function and duration shall be determined by its specific assignment, as stated in a resolution of the Governing Board creating it. Special Committees may be created from time to time for specific purposes, including but not limited to receiving community advisory input on new programs or activities. Appointments to Special Committees need not be Governing Board members, provided that a member of the Governing Board shall chair any such Special Committee. Although a member of the Governing Board will chair any such Special Committee, it is anticipated that the majority of the members of any Special Committee would be public members. The goal of any Special Committee shall be to provide the



opportunity for broader, specialized and/or community input. Special Committees are not generally intended to be permanent, but rather are most often intended to provide advice to the Governing Board on specific matters within a limited period of time.

There will be strong reliance on highly effective and focused Committees. Committees shall be working Committees, performing background work and specialized tasks, whose output supports the full Governing Board. Minutes of Committee meetings shall be in form of reports to the Governing Board and shall be submitted to the next subsequent regular meeting of the Governing Board for consideration and action. Work of and between Committees will be coordinated and integrated but not duplicated.

The UMC Governing Board shall be knowledgeable about the content and operation of compliance and ethics program and shall exercise reasonable oversight with respect to the implementation of the compliance and ethics program. It shall have oversight to evaluate the effectiveness of the compliance program, including the receipt of quarterly reports from the Compliance Officer regarding compliance and the state of the compliance program; mechanism and process for compliance issue-reporting within UMC; the compliance programs approach to identifying regulatory risk; and methods used to encourage enterprise-wide accountability for achievement of compliance goals and objectives.

The Governing Board may approve the appointment of the following Standing Committees: Audit and Finance Committee, Clinical Quality and Professional Affairs Committee, Strategic Planning Committee and Human Resources and Executive Compensation Committee.

## **AUDIT AND FINANCE COMMITTEE**

### **Purpose and Responsibilities**

The Audit and Finance Committee shall be responsible for reviewing contractual agreements and evaluating the financial results, plans and audits of UMC for the purpose of assessing the overall financial risks and capacities of UMC and the congruity of the financial management, plans and objectives of UMC. The Audit and Finance Committee shall review and evaluate: (a) with the assistance of outside auditors, the financial records of UMC and the preparation and maintenance of the same in accordance with Generally Accepted Accounting Principles; (b) the preparation of annual operating and capital budgets; (c) periodic financial reports of UMC and receive explanations regarding variations from capital and operating budgets; (d) the audit process and review the results of internal and external audits; (e) the financial aspects of the strategic plans of UMC; (f) the contracts and arrangements for goods and services; and (g) coordinate issues of strategy with the Strategic Planning Committee.

## **Meetings**

The Audit and Finance Committee shall meet at the call of the Chair of the Committee and as requested by the Board, but not less than quarterly.

## **CLINICAL QUALITY AND PROFESSIONAL AFFAIRS COMMITTEE**

### **Purpose and Responsibilities**

The Clinical Quality and Professional Affairs Committee shall, with the assistance of outside advisors, be responsible for reviewing and evaluating the patient safety and quality programs of UMC including: (a) the quality assurance and performance improvement process for UMC; (b) patient services in order to improve the quality of care of patients; (c) ~~infection control programs-malpractice prevention programs~~; (d) ~~utilization of information gathered pursuant to the programs to review and to the approval of~~ revise policies and procedures ~~as recommended by the hospital and the medical staff~~; (e) the progress of UMC toward meeting appropriate goals and objectives related to its health care programs; (f) ~~approval of~~ policies and procedures related to the credentialing of physicians, ~~as recommended by the medical staff~~; (g) ~~research and ongoing clinical trials conducted at the hospital development and implementation of medical education programs~~; (h) the development or amendment of bylaws of the medical staff of UMC; and (i) the medical staff's on-going review and evaluation of the quality of professional care rendered at UMC and review the medical staff's reports on such activities and their results.

## **Meetings**

The Clinical Quality and Professional Affairs Committee shall meet at the call of the Chair of the Committee and as requested by the Board, but not less than quarterly.

## **STRATEGIC PLANNING COMMITTEE**

### **Purpose and Responsibilities**

The Strategic Planning Committee shall be responsible, with the assistance of outside advisors, for reviewing, evaluating and making recommendations to the Governing Board concerning UMC's mission and vision, strategic goals and capital planning including: (a) UMC leadership in examining the health care environment of Clark County and the strategic programmatic plans and annual business plans designed to meet the health care needs of the citizens of Clark County; (b) UMC development of and monitoring long-term and strategic plans which are consistent with its mission and which reflect the needs of the population; (c) UMC review of the current and future healthcare reimbursement horizon and appropriate program development; (d) UMC's plans and processes to gain cooperation of most or all healthcare constituencies within Clark County; (e) UMC coordination with the County relating to County-wide healthcare concerns; and (g) review and recommend consideration and/or action on potential strategic partnerships and affiliations.

### **Meetings**

The Strategic Planning Committee shall meet at the call of the Chair of the Committee and as requested by the Board, but not less than quarterly.

## **HUMAN RESOURCES AND EXECUTIVE COMPENSATION COMMITTEE**

### **Purpose and Responsibilities**

The Human Resources and Executive Compensation Committee shall engage in oversight of the development of personnel policies and procedures for employees of the Hospital.

The Committee shall advise the Governing Board and executive management with respect to employee compensation and benefit structures for employees who are members of a bargaining unit, employees who are not members of a bargaining unit, and management employees. The Committee shall advise the Governing Board and executive management with respect to: (a) strategic high level workforce planning, including oversight of education and training programs; (b) strategies for recruitment and retention of highly trained, motivated and skilled employees; and (c) the promotion of employee satisfaction, efficiency and teamwork throughout UMC.

The Committee shall oversee the annual evaluation of the UMC Chief Executive Officer and senior management. The Committee shall then, based upon the evaluation and market metrics in comparable health care systems, make a compensation recommendation to the Governing Board for approval. In conducting this review, the Committee, may, but need not, use outside advisers.

### **Meetings**

The Human Resources and Executive Compensation Committee shall meet at the call of the Chair of the Committee as often as necessary, but not less than quarterly.

## **II. MEETINGS**

Meetings will be designed to focus on major strategic or policy issues and action items, and will encourage productive dialogue specific to issues under consideration. Each Governing Board member shall:

- Prepare for and actively participate at Governing Board meetings and meetings for those Committees on which the member serves: ask questions, take responsibility, and follow through.
- Review agenda and supporting materials prior to Governing Board and Committee meetings.
- Discuss any additional items to be added to the proposed meeting agendas with the Board Chair or Chair of the Committee, as applicable.



- Make every reasonable effort to attend all meetings, as applicable, in order to effectively participate in the governance of UMC.

The Governing Board will focus its energies primarily on strategic and policy issues, and not on operational details. To facilitate this focus, timely information and reports will be made available to all Governing Board members and all information to be considered in a Governing Board meeting will be made available, to the extent reasonably possible, at least three (3) working days in advance of each meeting, except in the case of emergencies.

The Chair of the Board will be responsible for prioritizing agenda items, and critical items will receive priority placement, or if appropriate called out of order, on the agenda. To the extent possible a consent agenda will be used for minutes, some Committee reports and other items determined to be routine in nature. Individual items may be removed from the consent agenda by request of any Governing Board member, the chief executive officer, or as otherwise provided in the Nevada Open Meeting Law, as discussed below.

To the extent Committee reports are presented to the full Governing Board, members will be presumed to have read them in advance of the meeting. They are to be presented in reasonably concise summaries. Governing Board meeting minutes will also be presented concisely, with the primary emphasis on actions taken.

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Remote Communication. Members of the Governing Board and its Committees may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting. In the event that all members of the Governing Board or its Committee participate by means of teleconference or videoconference, a physical location will be designated for the meeting to permit for members of the public to attend and participate in the meeting.

Parliamentary Authority. Where consistent with Nevada law and not otherwise provided in these Policies and Procedures, the conduct of the meetings shall be governed by the rules and procedures adopted by County Commission for the Hospital Board of Trustees, modified as appropriate to meet the needs of the Governing Board.

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Minutes. The Governing Board and its Committees shall keep written minutes of meetings in accordance with the Nevada Open Meeting Law. Minutes of meetings shall be complete, shall reflect deliberations of members as well as action taken. All materials submitted for the information of the Governing Board or Committee shall, to the extent required by law, be included with the permanent minute record so as to constitute a permanent record of all proceedings.

Audio Recordings. The Governing Board and its Committees shall, for each of their meetings, whether public or closed, record the meeting on audiotape or another means of sound reproduction or cause the meeting to be transcribed by a court reporter. Audio recordings will be maintained for the greater of three (3) years or such other amount of time which may be required by Nevada law or Clark County policy.

Closed Session. The Governing Board and its Committees may hold closed sessions if specifically authorized by the Nevada Open Meeting Law. All closed sessions shall be conducted in full compliance with the Nevada Open Meeting Law. Notice of a closed session shall be placed upon the agenda in the same manner as any other agenda item with the exception of an emergency closed session. Any motion to close a meeting to the public must set forth the subject matter or nature of the business to be considered at the closed meeting. Only the subject matter or business identified in the motion to close an open session may be discussed in a closed session.

Attendance. The Governing Board shall adhere to the attendance policy set forth in Clark County Ordinance 3.01.10. Such policy provides that, except in the case of an emergency, a Governing Board member's absence at a Governing Board meeting will be considered "unexcused" if the Governing Board member failed to notify, in writing or by phone, the Chair of the Board or an assigned staff member prior to the meeting that he or she will not be attending. Excused and unexcused absences must be noted in the minutes of the meeting. Three unexcused absences by a Governing Board member from regular Governing Board meetings during a calendar year shall be deemed grounds for mandatory removal from the Governing Board for good cause or neglect of duty. The Chair of the Board or an assigned staff member shall immediately notify the county manager or his designee when a member of the Governing Board is charged with his or her third unexcused absence, and the county manager or his or her designee shall provide that information to the Board of County Commissioners. Within thirty days of receipt of the

information, the Board of County Commissioners shall remove the Governing Board member and the procedures for the appointment of his or her replacement shall be commenced in accordance with the UMC Governing Board Bylaws. If the Board of County Commissioners does not act within the thirty-day period, the Governing Board member shall be automatically removed and a vacancy declared on the Governing Board.

### **III. BOARD EDUCATION**

The Governing Board, and each of its members, with the support of UMC executive management, shall be responsible for being educated in both the general knowledge of UMC policies, programs, services and financial situation and the general situation of UMC within the local and national healthcare industry. The Governing Board shall plan and implement orientation and continuing education programs.

### **IV. BOARD EVALUATION**

The Governing Board, with the support and assistance of executive management, shall be responsible for conducting periodic self-evaluation of the Board's role and its effectiveness in carrying out its duties and responsibilities with respect to that role. The Governing Board shall, in conjunction with individual Governing Board members, conduct an annual review of Governing Board performance.

### **V. CONFIDENTIALITY**

The Governing Board, and each of its members, shall maintain the confidentiality of any and all information that has been discussed in closed session. No individual member of the Governing Board has the authority to waive the confidentiality of a matter discussed in closed session.

### **VI. HOSPITAL POLICIES**

Each Governing Board member shall be generally knowledgeable of UMC administrative policies to the extent necessary to provide guidance and oversight as needed to the CEO and hospital management. A table of contents of UMC administrative policies is attached hereto as Appendix A.

### **VII. REVIEW OF BYLAWS AND POLICIES AND PROCEDURES**

The Governing Board shall review the Bylaws and these Policies and Procedures and recommend revisions as necessary (and at least every two (2) years) to comply with applicable statutes, regulations, and accreditation requirements.

### **VIII. AMENDMENT**

These Policies and Procedures may be amended from time to time by a majority vote of the Governing Board.

UMC Governing Board Policies and Procedures APPROVED and ADOPTED this-  
28th \_\_\_\_\_ day of ~~October~~, 20205.

UMC GOVERNING BOARD:

\_\_\_\_\_  
By: John F. O'Reilly, Chair

ATTEST:

\_\_\_\_\_  
By: Stephanie Ceccarelli, Board Secretary



**UMC  
GOVERNING BOARD  
POLICIES AND PROCEDURES**

**Approved: February 12, 2014**

**Revised: June 21, 2017**

**Revised: October 28, 2020**

**Reviewed: July 27, 2022**

**Revised: August 27, 2025**

In support of the University Medical Center of Southern Nevada's ("UMC") mission, the UMC Governing Board (the "Governing Board") hereby adopts the following Policies and Procedures:

**I. BOARD COMMITTEES**

To efficiently discharge its responsibilities, the Governing Board will support a division of authority and responsibility delegating and entrusting specific work to be performed by Governing Board committees, in support of the Governing Board's decisions and actions. Such committees of the Governing Board shall be Standing Committees or Special Committees (each a "Committee" and collectively, "Committees").

A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. Each Standing Committee shall include at least two (2) Governing Board members, including a Chair of the Committee as appointed by the Chair of the Board, provided that if a Standing Committee has only two (2) Governing Board members, the Chair of the Board shall serve as a third Governing Board member of such Committee.

The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

A Special Committee is one whose function and duration shall be determined by its specific assignment, as stated in a resolution of the Governing Board creating it. Special Committees may be created from time to time for specific purposes, including but not limited to receiving community advisory input on new programs or activities. Appointments to Special Committees need not be Governing Board members, provided that a member of the Governing Board shall chair any such Special Committee. Although a member of the Governing Board will chair any such Special Committee, it is anticipated that the majority of the members of any Special Committee would be public members. The goal of any Special Committee shall be to provide the



opportunity for broader, specialized and/or community input. Special Committees are not generally intended to be permanent, but rather are most often intended to provide advice to the Governing Board on specific matters within a limited period of time.

There will be strong reliance on highly effective and focused Committees. Committees shall be working Committees, performing background work and specialized tasks, whose output supports the full Governing Board. Minutes of Committee meetings shall be in form of reports to the Governing Board and shall be submitted to the next subsequent regular meeting of the Governing Board for consideration and action. Work of and between Committees will be coordinated and integrated but not duplicated.

The UMC Governing Board shall be knowledgeable about the content and operation of compliance and ethics program and shall exercise reasonable oversight with respect to the implementation of the compliance and ethics program. It shall have oversight to evaluate the effectiveness of the compliance program, including the receipt of quarterly reports from the Compliance Officer regarding compliance and the state of the compliance program; mechanism and process for compliance issue-reporting within UMC; the compliance programs approach to identifying regulatory risk; and methods used to encourage enterprise-wide accountability for achievement of compliance goals and objectives.

The Governing Board may approve the appointment of the following Standing Committees: Audit and Finance Committee, Clinical Quality and Professional Affairs Committee, Strategic Planning Committee and Human Resources and Executive Compensation Committee.

### **AUDIT AND FINANCE COMMITTEE**

#### **Purpose and Responsibilities**

The Audit and Finance Committee shall be responsible for reviewing contractual agreements and evaluating the financial results, plans and audits of UMC for the purpose of assessing the overall financial risks and capacities of UMC and the congruity of the financial management, plans and objectives of UMC. The Audit and Finance Committee shall review and evaluate: (a) with the assistance of outside auditors, the financial records of UMC and the preparation and maintenance of the same in accordance with Generally Accepted Accounting Principles; (b) the preparation of annual operating and capital budgets; (c) periodic financial reports of UMC and receive explanations regarding variations from capital and operating budgets; (d) the audit process and review the results of internal and external audits; (e) the financial aspects of the strategic plans of UMC; (f) the contracts and arrangements for goods and services; and (g) coordinate issues of strategy with the Strategic Planning Committee.

### **Meetings**

The Audit and Finance Committee shall meet at the call of the Chair of the Committee and as requested by the Board, but not less than quarterly.

## **CLINICAL QUALITY AND PROFESSIONAL AFFAIRS COMMITTEE**

### **Purpose and Responsibilities**

The Clinical Quality and Professional Affairs Committee shall, with the assistance of outside advisors, be responsible for reviewing and evaluating the patient safety and quality programs of UMC including: (a) the quality assurance and performance improvement process for UMC; (b) patient services in order to improve the quality of care of patients; (c) infection control programs; (d) the approval of policies and procedures as recommended by the hospital and the medical staff; (e) the progress of UMC toward meeting appropriate goals and objectives related to its health care programs; (f) approval of policies and procedures related to the credentialing of physicians, as recommended by the medical staff; (g) research and ongoing clinical trials conducted at the hospital ; (h) the development or amendment of bylaws of the medical staff of UMC; and (i) the medical staff's on-going review and evaluation of the quality of professional care rendered at UMC and review the medical staff's reports on such activities and their results.

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### **Purpose and Responsibilities**

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The Human Resources and Executive Compensation Committee shall meet at the call of the Chair of the Committee as often as necessary, but not less than quarterly.

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information, the Board of County Commissioners shall remove the Governing Board member and the procedures for the appointment of his or her replacement shall be commenced in accordance with the UMC Governing Board Bylaws. If the Board of County Commissioners does not act within the thirty-day period, the Governing Board member shall be automatically removed and a vacancy declared on the Governing Board.

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The Governing Board shall review the Bylaws and these Policies and Procedures and recommend revisions as necessary (and at least every two (2) years) to comply with applicable statutes, regulations, and accreditation requirements.

### **VIII. AMENDMENT**

These Policies and Procedures may be amended from time to time by a majority vote of the Governing Board.

UMC Governing Board Policies and Procedures APPROVED and ADOPTED this 27<sup>th</sup> day of August, 2025.

UMC GOVERNING BOARD:

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By: John F. O'Reilly, Chair

ATTEST:

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By: Stephanie Ceccarelli, Board Secretary

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Ratification of the Fifth Amendment to the Hospital Services Agreement with Cigna Health and Life Insurance Company</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board ratify the Fifth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 5 – Extend from July 1, 2025 – June 30, 2028	
Amount: Revenue based on volume	
Out Clause: 180 days w/out cause	

#### BACKGROUND:

Since July 2021, UMC has had an agreement with Cigna Health and Life Insurance Company (“Provider”) to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities. The initial Agreement term is from July 1, 2021, to June 30, 2022, unless terminated with a 180-day written notice. First Amendment, effective July 1, 2022, extended the term for one (1) year through June 30, 2023, and updated the reimbursement rates. Second Amendment, effective July 1, 2023, extended the term through June 30, 2025, and updated the reimbursement rates. The Third Amendment, effective July 1, 2023, updated the reimbursement rates. The Fourth Amendment requested an update to the fee schedule and reimbursement rates for Anesthesia Services.

The Fifth Amendment, effective as of July 1, 2025, requests an extension of the Term to June 30, 2028, updates to the Fee Schedule, and the addition of Cigna Affiliate definition. Ratification was necessary as Managed Care described time sensitivity and an immediate need for Cigna to update its systems.

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

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**8**



This Amendment was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025 meeting and recommended for ratification by the Governing Board.

## **Amendment to Hospital Services Agreement**

**This Fifth Amendment** ("Amendment") is by and between Cigna Health and Life Insurance Company, Inc. ("Cigna") and University Medical Center of Southern Nevada ("Hospital").

**WHEREAS**, Cigna and Hospital have executed a Hospital Services Agreement Dated July 1, 2021 (the "Agreement"); and Amendment on July 1, 2022, July 1, 2023, July 31, 2023 and June 1, 2024;

**WHEREAS**, Cigna and Hospital mutually desire to amend the Agreement;

**NOW, THEREFORE**, pursuant to the Amendment Sections of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The effective date of this Amendment is July 1, 2025 ("Amendment Effective Date") ending June 30, 2028 at 11:59 pm.
2. Rate Exhibit A19 is added to the Agreement as of the Amendment Effective Date.
3. The following Section 1.4 shall be deleted in its entirety and replaced with the following as of the Amendment Effective Date:

### **Cigna Affiliate**

Means any subsidiary or affiliate of The Cigna Group.

4. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.
5. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

**Hospital**

University Medical Center of Southern  
Nevada



Signature

Mason Van Houweling

Printed Name

Chief Executive Officer

Title

07/15/2025

Date Signed

88-6000436

Federal Tax ID

1548393127

National Provider Identifier

**Cigna**

Cigna Health and Life Insurance Company



Signature

Dana Slavett

Printed Name

Vice President, Provider Contracting

Title

7/15/2025

Date Signed

**Exhibit A16**

**Fee Schedule and Reimbursement Terms**

**Primary Care Physician Service**

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

**Exhibit A17**

**Fee Schedule and Reimbursement Terms**

**Specialty Care Physician Service**

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

**Exhibit A18**  
**Fee Schedule and Reimbursement Terms**  
**Anesthesia Services**

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

**Exhibit A19**

**Fee Schedule and Reimbursement Terms**

**Critical Care Physician Service**

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

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## DISCLOSURE OF RELATIONSHIP

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Cigna Health and Life Insurance Company						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		400 North Brand Ave, Suite 300		<b>Website:</b> www.cigna.com		
<b>City, State and Zip Code:</b>		Glendale, CA 91203		<b>POC Name:</b> Tracy Paulding <b>Email:</b>		
<b>Telephone No:</b>		818-546-5100		<b>Fax No:</b> tracy.paulding@cigna.com		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		NA		<b>Website:</b> www.cigna.com		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b> 866-497-8290		
<b>Local Telephone No:</b>		770 261-2418 775 742-9743		<b>Local POC Name:</b> Tracy Paulding <b>Email:</b> tracy.paulding@cigna.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)

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

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

DISCLOSURE OF RELATIONSHIP

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.



Tracy Paulding

Signature

Print Name

AVP, Network Management

5/16/2024

Title

Date

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

## DISCLOSURE OF RELATIONSHIP

\_\_\_\_\_  
Signature

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

### Cigna Executives and Management Team

<b>Executive Leader Name</b>	<b>Title</b>
David Cordani	Chairman and Chief Executive Officer, The Cigna Group
Mike Triplett	Special Advisor to the CEO, Cigna Healthcare
David Brailer, MD	Executive Vice President and Chief Health Officer, The Cigna Group
Noelle Eder	Executive Vice President and Global Chief Information Officer, The Cigna Group
Brian Evanko	President and Chief Executive Officer, Cigna Healthcare and Executive Vice President and Chief Financial Officer, The Cigna Group
Nicole Jones	Executive Vice President, Chief Administrative Officer and General Counsel, The Cigna Group
Everett Neville	Executive Vice President, Strategy and Business Development, The Cigna Group
Eric Palmer	Executive Vice President for Enterprise Strategy, the Cigna Group and President and Chief Executive Officer, Evernorth Health Services
Kari Knight Stevens	Executive Vice President, Chief Human Resources Officer and Corporate Secretary, The Cigna Group
Jason Sadler	President, International Health, Cigna Healthcare
Chris DeRosa	President, U.S. Government, Cigna Healthcare
Bryan Holgerson	President, U.S. Commercial, Cigna Healthcare
Adam Kautzner	President, Evernorth Care Management & Express Scripts, Evernorth Health Services
Matt Perlberg	President, Pharmacy and Care Delivery, Evernorth Health Services

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

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

#### FISCAL IMPACT:

Fund Number: 5430.111	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 5 – Extend from August 1, 2025 – July 31, 2027	
Amount: Revenue based on volume	
Out Clause:	

#### BACKGROUND:

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

This request is to approve an Amendment to the Agreement, which increases the reimbursement rates and extends the current expiration date through July 31, 2027. Ratification of this Amendment was necessary as the term expired July 31, 2025.

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

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**9**

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025 meeting and recommended for ratification by the Governing Board.

## AMENDMENT FIVE TO THE HOSPITAL SERVICES AGREEMENT

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

### RECITALS

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

WHEREAS, the Parties wish to amend the Contracted Rates to remain at the 2025 CMS fee schedule through the duration of the term.

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


### AGREEMENT

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

1. **Article VII, Section 7.1 Term of Agreement** shall be extended two (2) years expiring at 11:59pm (PST) July 31, 2027, unless terminated sooner in accordance with the provisions of this Agreement.
2. **Exhibit C – Compensation, Section 2.2 Inpatient Covered Services, Table 1** is amendment as follows:

#### **Table 1: Inpatient Service Category Table**

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



3. **Exhibit C – Compensation, Section 2.3 Outpatient Covered Service Categories, Table 2** is amendment as follows:

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

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

5. **Miscellaneous.** This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties


to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Provider. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

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

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

**"HOSPITAL"**  
University Medical Center of Southern  
Nevada

By:



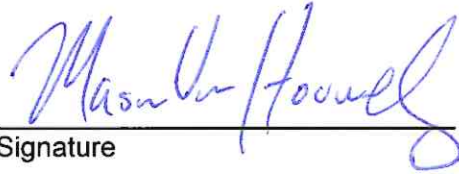
Signature

John C. Rhodes, MD  
Print Name

President & CEO  
Title

August 8, 2025  
Date

By:



Signature

Mason Van Houweling  
Print Name

CEO  
Title

8/11/25  
Date

1800 W Charleston Blvd  
Address

Las Vegas, NV 89102  
City, State Zip Code

88-6000436

Tax I.D. Number



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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


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

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

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

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

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

 Signature  President & CEO Title	John C. Rhodes, MD Print Name  April 23, 2025 Date
--	--

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

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

#### FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 9 – Extend from August 1, 2025 – July 31, 2027	
Amount: Revenue based on volume	
Out Clause: 60 days w/o cause	

#### BACKGROUND:

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

This request is to ratify the Nine Amendment to the Agreement to increase the reimbursement rates and extend the expiration date to July 31, 2027. Immediate execution of this amendment was necessary as the term expired July 31, 2025.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**10**

UMC's Director of Managed Care has reviewed and recommends ratification of this Amendment, which has also been approved as to form by UMC's Office of General Counsel.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025, meeting and recommended for ratification by the Governing Board.

## Amendment Nine to the Primary Care Physicians Participation Agreement

This amendment (this "Amendment") is to the **Primary Care Physicians Participation Agreement**, effective as of **April 1, 2018** (the "Agreement"), between **Optum Health Networks, Inc. fka Lifepoint Health, Inc.** (collectively, "Optum") and **University Medical Center of Southern Nevada** ("Provider").

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

The parties agree to modify the Agreement as follows:

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

[1]. **Article VIII Section 8.1 Term of Agreement** is amended as follows:

This Agreement shall be effective for a twenty-four (24) month period, beginning August 1, 2025 ending at 11:59pm, (PST) July 31, 2027, unless terminated sooner in accordance with the provisions of this Agreement.

[2]. **Appendix III Medicare Advantage Payment Appendix, Table 1** shall be amended as follows:

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

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

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

**University Medical Center of Southern Nevada**, as signed by its authorized representative

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

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

**University Medical Center of Southern Nevada**, as signed by its authorized representative

Signature:



Signature:



Print Name:

John C. Rhodes, MD

Print Name and Title:

MASON Van Housen

Title:

President & CEO

Date:

8/11/25

Date:

August 8, 2025

TIN:

886000436

Agreement Number: 01354593.5

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

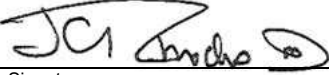
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

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

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

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

**FISCAL IMPACT:**

Fund Number: 5430.111  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: September 1, 2025 – August 31, 2028  
Amount: Revenue based on volume  
Out Clause: 90 business days w/o cause

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

**BACKGROUND:**

This request is for UMC to enter into a Participating Health System Agreement with MultiPlan, Inc., and its subsidiaries. MultiPlan currently operates in all fifty US states and offers healthcare cost management solutions nationwide.

This MPI Participating Health System Agreement establishes rates and reimbursements for Facility, Professional, and Ancillary Covered Services provided by UMC to Multiplan members. This Agreement is effective from September 1, 2025, through August 31, 2028, and can be terminated by either party without cause given prior written 90-day notice.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
August 27, 2025

Agenda Item #

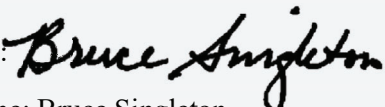
**11**



## MPI PARTICIPATING HEALTH SYSTEM AGREEMENT

This Agreement, which is effective as of September 01, 2025 (the "Effective Date"), is entered into by and between MultiPlan, Inc., on behalf of itself and its subsidiaries ("MPI"), and University Medical Center of Southern Nevada, publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("System"), which is a partnership, association, corporation or other legally constituted entity organized to deliver comprehensive health care services by (i) licensed, registered, or certified health care professionals (hereinafter referred to as "Participating Professionals"), and (ii) acute care general hospitals and/or free standing health care facilities, duly licensed by the state in which such acute care general hospitals or free standing health care facilities render health care services (hereinafter referred to as "Participating Facility/Facilities").

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, receipt and sufficiency of which is hereby acknowledged, the parties have executed this Agreement through their duly authorized representatives.

<b>System:</b> University Medical Center of Southern Nevada  Signature:  Print Name: Mason VanHouweling  Title: Chief Executive Officer  Date:	<b>MultiPlan, Inc.</b> (on behalf of itself and its subsidiaries):  Signature:  Print Name: Bruce Singleton  Title: SVP, Network Development Strategy  Date: 08/08/2025
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### I. DEFINITIONS. For purposes of this Agreement:

- 1.1 Benefit Program Maximum means an instance in which payment by a Client or User, as applicable, has met or exceeded the benefit maximum for a particular type of Covered Service rendered to a Participant in accordance with the terms of the Participant's Benefit Program.
- 1.2 Billed Charges means the fees for a specified health care service or treatment routinely charged by a Participating Provider regardless of payment source.
- 1.3 Clean Claim means a completed UB04 or HCFA 1500 (or successor form), as appropriate, or other standard billing format containing all information reasonably required by the Client/User for adjudication.
- 1.4 Client means an insurance company, employer health plan, Taft-Hartley Fund, or an organization that sponsors Program(s), administers Program(s) on behalf of a User or otherwise provides services to a User regarding such Programs.
- 1.5 Contract Rates means the rates and terms of reimbursement to Participating Provider for Covered Services, as set forth in Exhibit D (Contract Rates for Participating Facilities), and Exhibit E (Contract Rates for Participating Professionals). Exhibits D and E shall include all variations of Exhibits D and E (e.g., D-1, D-2, D-3, E-1, E-2, etc.).
- 1.6 Covered Services means health care treatment and supplies rendered by a Network Provider and provided to a Participant for which a Client or User, as applicable, is responsible for payment pursuant to the terms of a Program.
- 1.7 Network means an arrangement of Network Providers created or maintained by MPI, or one of its subsidiaries, which may be customized by Clients/Users, under which such Network Providers have agreed to accept certain Contract Rates for Covered Services provided to Participants.
- 1.8 Network Provider(s) means a licensed facility or licensed, registered, or certified health care professional that agrees to provide health care services to Participants and has been independently contracted for participation in the Network.
- 1.9 Participant means any individual and/or dependent eligible under a Client's/User's Program that provides access to the Network.
- 1.10 Participating Provider. Unless otherwise specified, the term Participating Facility and Participating Professional shall be referred to collectively as "Participating Provider".
  - (a) Participating Facility/Facilities means (i) each free standing health care facility associated with System that offers services at the locations specified in Exhibit F, (ii) which MPI has determined, in its sole discretion, satisfies the applicable credentialing criteria; and (iii) is bound to provide Covered Services to Participants within the scope of the facility's applicable license, accreditation, certification, and registration, and pursuant to this Agreement. Participating Facility shall include all physicians or other health care professionals employed by such Participating

Facility for which Participating Facility bills on behalf of using a UB04 or HCFA 1500 (or successor form) and Participating Facility's tax identification number. System will provide thirty (30) days prior notice to MPI of any changes to the information contained on Exhibit F. Upon receipt of such notice and in the event that MPI approves of the suggested change to Exhibit F by System, Exhibit F shall be modified as of the effective date assigned by MPI with regard to the change in information contained on Exhibit F.

- (b) Participating Professional means a licensed, registered, or certified health care professional (i) who is a member or partner of, or has contracted with, System; (ii) who MPI has determined, in its sole discretion, satisfies the applicable credentialing criteria; and (iii) is bound to provide Covered Services to Participants within the scope of his or her applicable license, registration, certification, and privileges, and pursuant to this Agreement.

1.11 Program. Unless otherwise specified, the terms Benefit Program and *ValuePoint* Program shall be referred to collectively as "Program".

- (a) Benefit Program means any contract, insurance policy, workers' compensation plan, auto medical plan, government program, health benefit plan or other plan or program under which Participants are eligible for benefits.
- (b) ValuePoint Program or Discount Card Program means a non-insured business arrangement under which, in exchange for a fee or other consideration paid by Participant directly to Client, and upon presentation of an identification card bearing the *ValuePoint* logo or other MPI authorized name and/or logo, a Participant has the right to reimburse Network Providers directly at the Contract Rate as payment in full for health care services rendered.

1.12 User means any corporation, partnership, labor union, association, program, employer or any other entity responsible for the payment of Covered Services entitled to access to the Contract Rates under this Agreement. Client may also be a User. For purposes of the *ValuePoint* Program or Discount Card Program, User shall mean an individual.

## II. TERM AND TERMINATION

2.1 Effective Date; Term. This Agreement will become effective on the Effective Date and will continue in effect for a period of one (1) year ("Initial Term"). Unless otherwise terminated, modified, or amended as specified in this Agreement, this Agreement shall renew automatically on the same terms and conditions then in effect for a consecutive two (2) year term ("Renewal Term") on each anniversary of the Effective Date ("Renewal Date") and will terminate on August 31, 2028 unless otherwise terminated as specified in the Agreement. Either party may request a meeting with the other party at least ninety (90) days prior to the Termination Date to review any and all provisions of the Agreement.

2.2 Discretionary Termination. This Agreement may be terminated in the sole discretion of either party, by the provision of written notice at least ninety (90) days prior to the Renewal Date, such termination to be effective on the Renewal Date.

2.3 Termination for Material Breach.

- (a) This Agreement may be terminated by MPI upon written notice to System if (i) any action is taken which requires System to provide MPI with notice under Section 3.8 with respect to System or a Participating Provider; (ii) in the sole discretion of MPI, System or a Participating Provider fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s); or (iii) System or a Participating Provider fails to comply with any applicable state and/or federal law related to the delivery of health care services.
- (b) In the event that one party commits a material breach of this Agreement (the "Breaching Party") other than those specified in Section 2.3(a), this Agreement will terminate upon the provision of at least thirty (30) days written notice to the Breaching Party specifying the material breach. The Breaching Party may cure the breach within such thirty (30) day period; provided however, that failure to cure said breach to the reasonable satisfaction of the non-Breaching Party will result in termination as of the date specified in the notice.

2.4 Network Participation Termination. Either party may terminate System's access to any of the Networks in which System participates by the provision of at least ninety (90) days prior written notice to the other party; provided however, System maintains participation in at least one Network. Termination of a Network will not terminate this Agreement as to any other Networks in which System participates.

2.5 Selection and Termination of Participating Professionals.

- (a) MPI, in its sole discretion, will designate those health care professionals who satisfy the credentialing criteria of MPI as Participating Professionals. MPI reserves the right to re-credential any Participating Professional.
- (b) MPI, in its sole discretion, may terminate any Participating Professional upon at least ninety (90) days written notice.
- (c) In addition to the termination of a Participating Professional as specified in Section 2.5(b), MPI may terminate the participation of any Participating Professional under this Agreement, upon written notice to the Participating Professional, if Participating Professional (i) engages in any action that requires System to provide notice to MPI

under Section 3.8 with respect to such Participating Professional; (ii) fails to comply with the quality management and/or credentialing/recredentialing program(s) specified in the administrative handbook(s), in the sole discretion of MPI; (iii) ceases to be an employee, member, partner, or contractor of System; (iv) fails to comply with any applicable state and/or federal laws related to the delivery of health care services; or (v) fails to comply with any other terms of this Agreement.

- (d) System will provide at least ninety (90) days prior written notice to MPI in the event that any Participating Professional voluntarily disenrolls from the System and/or from the Network.
- (e) Participating Professional may appeal the termination of such Participating Professional by submitting a written request for appeal to MPI within thirty (30) days of the date of the notice of termination in accordance with the then current MPI appeal procedure.

2.6 Appeal of Termination. System may appeal the termination of this Agreement by MPI by submitting a written request for appeal to MPI within thirty (30) days of the date of the notice of termination in accordance with the then current MPI appeal procedure.

2.7 Effect of Termination; Continuing Obligations.

- (a) Upon the termination of this Agreement by either party for any reason, all rights and obligations hereunder shall cease, except (i) those rights and obligations provided in Article VII and Article VIII; and (ii) those rights, obligations, and liabilities incurred prior to the date of termination.
- (b) Upon termination of this Agreement for any reason, termination of any Network in which System participates, or the termination of an individual Participating Provider's status as a Participating Provider under the terms of this Agreement, System and/or Participating Provider will:
  - (i) continue to provide health care services to Participants who are receiving treatment on the effective date of termination (1) until the course of treatment is completed; (2) for a period of ninety (90) days or through the current period of active treatment for those Participants undergoing active treatment for a chronic or acute medical condition, whichever time period is shorter; (3) throughout the second and third trimester of pregnancy and/or through postpartum care, if requested by the Participant; or (4) until System or Participating Provider makes reasonable and medically appropriate arrangements to transfer the Participant to the care of another provider, making such transfer to a Network Provider whenever appropriate (except as specified in subsections (2) and (3) herein);
  - (ii) accept payment made pursuant to Article V, as payment in full, for Covered Services rendered in accordance with this Section; and
  - (iii) inform Participants seeking health care services that System and/or Participating Provider is no longer a Network Provider.

### III. RIGHT AND OBLIGATIONS OF SYSTEM

- 3.1 Binding Authority. System represents that it has been granted the authority in writing to enter into this Agreement and to bind all Participating Providers to the terms of this Agreement.
- 3.2 Provision of Health Care Services. Participating Provider will render medical and health care services in a manner which assures availability, adequacy, and continuity of care to Participants. Participating Provider will remain solely responsible for the quality of health care services provided by Participating Provider to Participants, and will ensure such services are rendered in accordance with generally accepted medical practice and professionally recognized standards. Nothing contained herein will grant MPI or Client the right to govern the level of care of a patient. Utilization management decisions will only affect reimbursement of Participating Provider for services rendered and will not limit the performance of the services of Participating Provider or affect professional judgment.
- 3.3 Non-Discrimination. Participating Provider will not differentiate or discriminate against Participants in the provision of health care services, and will render such health care services to all Participants in accordance with the same standards, and with the same availability as offered to Participating Provider's other patients.
- 3.4 Access. Participating Provider will use reasonable efforts to accept all Participants for treatment in accordance with all terms and conditions of this Agreement. Participating Provider will ensure that medical and health care services are available to Participants twenty-four (24) hours a day, seven (7) days a week. System will provide at least ninety (90) days prior written notice to MPI whenever any Participating Professional (i) closes or limits their respective practice; and (ii) re-opens or removes any limitation on a closed or limited practice.
- 3.5 Licenses, Certifications and Accreditations.

- (a) System possesses, and will maintain in good standing all licenses and registrations required by law to permit System to lawfully perform its duties and obligations under this Agreement.
- (b) Participating Facilities possess, and will maintain in good standing (i) all licenses, accreditations, certifications, and registrations required by law to operate as a hospital or health care facility and to render health care services; (ii) Medicare certification, if applicable; and (iii) accreditation by The Joint Commission, if Participating Facility is an acute care general hospital or part of an acute care general hospital.
- (c) Participating Facilities will verify that those physicians or other health care professionals employed by Participating Facility, as specified in Section 1.10, (i) meet the credentialing criteria of Participating Facility, which complies with the credentialing standards of The Joint Commission; (ii) possess, and will maintain in good standing, all licenses, permits, certifications, accreditations and/or registrations required by state and federal law to render health care services in the state in which Covered Services are rendered; (iii) possess the appropriate educational qualifications to render specific health care services; and (iv) will comply with any applicable local, state and/or federal laws or regulations related to the delivery of health care services. System agrees and acknowledges that such physicians or other health care professionals employed by Participating Facility will not be included in any directory of Network Providers maintained by MPI or its Clients, as specified in Section 4.5, unless such physician or other health care professional is independently credentialed by MPI.
- (d) Participating Professionals possess, and will maintain in good standing, all licenses, registrations, certifications, and accreditations required by law to render health care services in the state in which Covered Services are rendered.
- (e) System and Participating Providers will comply with any applicable local, state and/or federal laws or regulations related to their respective duties and obligations under this Agreement.

### 3.6 Medical and Billing Records.

- (a) Participating Provider will prepare and maintain, as appropriate, pertinent medical and billing information and records for each Participant (“Medical and Billing Records”) in accordance with generally accepted medical, accounting, and bookkeeping practices and will maintain such Medical and Billing Records for at least seven years following the furnishing of health care services to Participants.
- (b) Subject to any applicable legal restrictions and upon request by MPI and/or Client, Participating Provider will promptly provide written or electronic copies of the Medical and Billing Records to MPI and/or Client, for those purposes which MPI and/or Client deem reasonably necessary, including without limitation, quality assurance, medical audit, credentialing or recredentialing, payment adjudication and processing. Should the copying of Medical and Billing Records be required by MPI and/or Client, MPI and/or Client will reimburse Participating Provider for such copies according to Participating Provider’s usual and customary fees for such copies, provided however, that such fees are reasonable.
- (c) Participating Provider will comply with all state and federal laws and the requirements specified in the administrative handbook(s) pertaining to the confidentiality of Medical and Billing Records, and will keep confidential, and take all precautions to prevent the unauthorized disclosure of any and all Medical and Billing Records.

3.7 On-Site Review. Subject to any applicable legal restrictions, and upon at least twenty (20) calendar days prior written notice, Participating Provider will permit and arrange for MPI and/or Client to conduct an on-site review to validate compliance with the terms of this Agreement by Participating Provider. Such on-site reviews shall not unreasonably interfere with Participating Provider’s business and will be conducted during normal business hours.

3.8 Notice of Actions. System will send written notice to MPI within twenty (20) calendar days of the following actions against System, Participating Provider, or any agent and/or employee thereof, even if such action is being appealed: (i) any active investigation by a governmental agency; (ii) any final legal action; (iii) any final action by a regulatory or accrediting entity; (iv) a reduction in, or cancellation of general and/or professional liability insurance; or (v) final action of insolvency. Any notice required pursuant to this Section will be provided in accordance with the notice requirements specified in Section 9.9 of this Agreement, except that the address and agent to receive notice shall be as follows: Credentialing Coordinator to the Medical Director, MultiPlan, Inc., 16 Crosby Drive, Bedford, MA 01730.

- 3.9 Network Participation and Requirements. As of the Effective Date of this Agreement, System and each Participating Provider participate in the Network(s) specified on Exhibit B. MPI may modify the Networks in which System and each Participating Provider currently participates upon prior consent of System pursuant to Section 9.2. System and each Participating Provider will comply with any Network specific requirements contained in Exhibit B and/or the administrative handbook(s). System and each Participating Provider acknowledge that Clients/Users are not required to access (i) every Network, Network Provider, System or Participating Provider, (ii) System/Participating Provider for every specialty service (e.g., diagnostics, behavioral health, dialysis) or condition, or (iii) System and each Participating Provider when Client/User has access to System and each Participating Provider, either directly or indirectly, through a separate agreement. The terms of this Agreement shall not apply to Client/User with respect to any specific set of circumstances under which Client/User elects not to access System/Participating Provider as permitted hereunder, regardless of the identification requirements specified in Section 4.4 of this Agreement. System and each Participating Provider further acknowledges that certain Programs offered by Clients/Users accessing the Network may not include a network option, and/or may cover Covered Services under the Participant's Program at an in-Network or out-of-Network benefit level.
- 3.10 Utilization Management. System and each Participating Provider will participate in and observe the protocols of Client's/User's utilization management program, to the extent such program is consistent with industry standards.
- 3.11 Administrative Handbook(s). System and each Participating Provider will comply with the terms of the administrative handbook(s), including, without limitation, any reimbursement and billing requirements, and observing the protocols of the quality management and credentialing/recredentialing program(s). MPI may, in its sole discretion, modify the administrative handbook(s) from time to time and post such modifications to the MPI website. System and each Participating Provider will periodically review the administrative handbook(s) on the MPI website for updates.
- 3.12 Exchange of Provider Professional Data.
- (a) System will submit to MPI such information as MPI may reasonably request (i) to verify the credentials of each professional member, partner, or contractor of System applying for participation in the Network ("Applicant"), and re-credential each Participating Professional; (ii) for the purpose of complaint resolution; (iii) for the purpose of utilization management; and (iv) for provider listings.
  - (b) Subject to applicable state and federal laws governing the confidentiality of peer review proceedings, System and each Applicant and Participating Professional hereby consent to MPI permitting the inspection by Clients, or independent credentialing or accreditation entities, and their respective officers, directors, employees, medical directors, agents and representatives, of the contents of their respective application, credentialing file, the credentialing decisions of MPI with respect to such Applicant or Participating Professional, and all documents that may be material to an evaluation of the qualifications and competence of the Applicant or Participating Professional.
  - (c) Each party will, to the extent authorized by Nevada law, indemnify and hold harmless ("Indemnifying Party") the other party and its respective directors, officers, agents, employees and representatives ("Indemnified Party"), from any and all liability, loss, damage, claim or expense of any kind, including costs and reasonable attorneys' fees, which result from any act or omission by the respective Indemnifying Party concerning its representations, duties, and obligations under this Section 3.12.
- 3.13 Maintenance of Practice Information.
- (a) System will provide to MPI each practice location and tax identification number utilized by each Participating Provider and will promptly inform MPI of (i) any change in the ownership of System; (ii) the addition of a professional member, partner, or contractor to System; (iii) the departure of any Participating Provider from the System; (iv) the refusal of any Participating Provider to continue to be a Participating Provider; and (v) any change in practice location(s), telephone number(s), billing address(es) or tax identification number(s). Failure to provide each practice location and tax identification number may result in a delay or error in the payment of claims for Covered Services rendered to Participants.
  - (b) All sites at which Participating Professionals practice that are affiliated with System shall be considered in-Network sites under this Agreement. If a Participating Professional also practices independently of the System and has not contracted with MPI directly with respect to that independent site, services rendered by Participating Professional at that site shall be considered out-of-Network. Participating Professional shall use different tax identification numbers to distinguish between in-Network and out-of-Network sites.
  - (c) System will update, and submit to MPI upon request, a roster of active physicians, osteopaths, podiatrists, chiropractors or other practitioners on staff with admitting privileges at each Participating Facility.
- 3.14 Subcontracting. In the event that System delegates or subcontracts any of its rights, duties or obligations under this Agreement, System shall ensure that any such subcontracted arrangement will be subject to the terms of this Agreement, including but not limited to the credentialing requirements specified in this Agreement.



#### IV. RIGHTS AND OBLIGATIONS OF MPI

- 4.1 Limitations. MPI's duties are limited to those specifically set forth herein. MPI does not determine benefits eligibility or availability for Participants and does not exercise any discretion or control as to Program assets, with respect to policy, payment, interpretation, practices, or procedures. MPI is not the administrator, insurer, underwriter, or guarantor of Programs, and MPI is not liable for the payment of services under Programs.
- 4.2 Client Agreements. MPI has entered into agreements with Clients that specify that the right to access the Network, including access to the Contract Rates, shall be subject to the terms of this Agreement.
- 4.3 Client Listing. MPI will post to the MPI website a list of the Clients that have purchased the Network ("Client Listing").
- 4.4 Identification. MPI will require Clients to furnish Participants with a means of identifying themselves to System as covered under a Program with access to the Network, such as (i) an MPI authorized name and/or logo on an identification card; (ii) an MPI phone number identifier; (iii) written notification by Client of MPI affiliation at time of benefits verification; (iv) an MPI authorized name and/or logo on the explanation of benefits, payment or remittance advice; or (v) other means acceptable to MPI and System.
- 4.5 Direction. MPI will encourage Clients to provide a mechanism encouraging direction to Network Providers, which may include, but is not limited to, the availability of Network Provider listings or financial incentives that provide Participants or Users with savings when health care services are obtained from Network Providers.

#### V. PAYMENT AND BILLING

- 5.1 Submission of Claims. Participating Provider will submit claims for payment within one hundred and eighty (180) days of furnishing health care services at Participating Provider's Billed Charges for such health care services. Claims received after this time period may be denied for payment by Client or User, and Participating Provider shall not bill Client, User, MPI or Participant for such denied claims. Participating Provider will follow the claims submission procedures contained in the administrative handbook(s). A Clean Claim shall be deemed to have been received by the Client: (i) on the date that such Clean Claim is transmitted to the Client if transmitted by electronic means; or (ii) five (5) calendar days following the deposit of such Clean Claim in the U.S. Mail, first class postage prepaid and addressed to the Client at such address set forth on the Participant's identification card. Upon request, Participating Provider shall furnish to Client or MPI, all information reasonably required to verify the health care services provided by Participating Provider and the charges for such services.
- 5.2 Payment for Covered Services.
  - (a) Except as set forth in Section 5.3 and 5.4(b) herein, for those Clients or Users subject to state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Participating Provider the Contract Rate for Covered Services per the requirements of such state or federal law, and shall be subject to any interest and/or penalties under such law.
  - (b) Except as set forth in Section 5.3 and 5.4(b) herein, for those Clients or Users that are not subject to state or federal law with regard to timely payment of claims, Client will pay or arrange for User to pay Participating Provider the Contract Rate for Covered Services within thirty (30) business days of receipt of a Clean Claim and in accordance with the terms of this Agreement. In the event that a Clean Claim is not paid within thirty (30) business days from the date of receipt of such Clean Claim, Participating Provider has the right not to honor the Contract Rate. A Clean Claim shall be deemed to have been paid by the Client or User, as applicable: (i) on the date that payment is transmitted to the Participating Provider if transmitted by electronic means; or (ii) on the date payment is deposited by Client or User in the U.S. Mail, first class and postage prepaid, addressed to Participating Provider.
  - (c) Any payments due by Client or User, as applicable, under this Agreement shall be reduced by (i) any applicable co-payments, deductibles, and/or co-insurance, if any, specified in the Participant's Benefit Program, (ii) any service for which the Participant's Benefit Program does not provide coverage, and/or (iii) any service or procedure which is deemed by MPI and/or Client/User to be fraudulent, wasteful, abusive, or inconsistent with generally accepted clinical practices. Payment by Client or User, as applicable, shall be subject to Exhibits D and E, the Participant's Benefit Program, the administrative handbook(s), and the application of industry standard coding and bundling rules, modifiers, and/or edits.

### 5.3 Disputed Claims.

- (a) Pre Payment Disputed Claims. Client/User shall have the right, within thirty (30) business days of Client's/User's receipt of a claim and prior to payment of said claim, to provide Participating Provider with written notification that a claim is not a Clean Claim containing all complete and accurate information required for adjudication or if Client/User has some other stated dispute with the claim. Client will pay or arrange for User to pay Participating Provider at the Contract Rate(s) for Covered Services for all portions of the claim not in dispute. Participating Provider shall provide the complete and accurate information requested within thirty (30) business days of Client's request, and Client will pay or arrange for User to pay for Covered Services within thirty (30) business days of receipt of the additional and/or corrected information.
- (b) Post Payment Disputed Claims. System or Participating Provider may challenge whether payment to Participating Provider was made in accordance with the terms of this agreement by the provision of written notice to MPI and Client within one hundred and eighty (180) days following Participating Provider's receipt of such payment from Client or User, otherwise such payment shall be deemed final.

### 5.4 Billing of Participants.

- (a) Participating Provider will use commercially reasonable efforts to bill or collect from a Participant all co-payments, if any, as specified in the Participant's Benefit Program for Covered Services. Following the receipt of an explanation of benefits, payment or remittance advice from Client/User, Participating Provider will use commercially reasonable efforts to bill or collect from a Participant: (i) the deductible or co-insurance, if any, as specified in the Participant's Benefit Program; (ii) payment for health care services or supplies at the Contract Rate once the Participant has reached the Benefit Program Maximum, if applicable, and/or (iii) payment for services, other than Covered Services, for which the Participant's Benefit Program does not provide coverage. Neither System nor any Participating Provider shall routinely waive any portion of the Participant's payment obligations specified herein.
- (b) ValuePoint Program Participants and Discount Card Program Participants shall be responsible for payment of the Contract Rates directly to System.
- (c) Except as specified in Sections 5.4(a) and (b), neither System nor any Participating Provider will bill or require any Participant to tender any payment with respect to Covered Services. Furthermore, neither System nor any Participating Provider will bill or collect from the Participant (i) the difference between the Contract Rate agreed to in this Agreement and the Participating Provider's Billed Charges, or (ii) any amounts not paid to Participating Provider due to Participating Provider's failure to file a timely claim or appeal, or due to the application of industry standard coding and bundling rules, modifiers, and/or edits.

- 5.5 Coordination of Benefits. Except as otherwise required by the Participant's Program, if Client/User is other than primary under the coordination of benefits rules, Participating Provider will accept from Client or User, as applicable, as payment in full for Covered Services, the amount of the Participant's out-of-pocket costs under the primary plan (i.e., co-payment, deductible, and/or co-insurance, if any) to the extent applicable under the Participant's Program. System and/or Participating Provider will cooperate fully with MPI, Client and/or User in providing information related to proper coordination of benefits.

## VI. **LIABILITY INSURANCE AND INDEMNIFICATION**

- 6.1 System Insurance. System will maintain through a policy of insurance or a self-funded arrangement as provided by Chapter 41 of the Nevada Revised Statutes for purpose of comprehensive general liability, professional liability and other insurance, as may be necessary to insure System and its respective directors, officers, agents, employees and representatives against any event or loss which may impair the ability of System to fulfill its respective obligations as outlined in this Agreement. System is operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and System are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Memorandum copies of the above insurance policies shall be provided to MPI, Client, or Participant upon request.
- 6.2 Indemnification. To the extent permitted by state or federal law, each party shall indemnify and hold harmless the other party and its officers, directors, employees, agents, and permitted successors and assigns from and against any and all liability, loss, damage, claims or expenses of any kind, including without limitation, reasonable attorneys' fees and costs, which has been proven to arise from the negligent or willful acts or omissions of the indemnifying party regarding the duties and obligations of the indemnifying party pursuant to this Agreement. The parties agree to cooperate, when appropriate, in the defense of any claim.

## VII. CONFIDENTIAL INFORMATION; TRADEMARKS; ADVERTISING AND PUBLICITY

### 7.1 Confidential Information.

- (a) Unless otherwise required to comply with state or federal law, all information and materials provided by MPI, Client or User to System or any Participating Provider will remain proprietary to MPI, Client or User respectively. Neither System nor any Participating Provider will disclose any of such information or materials or use them except as may be required to carry out its respective obligations under this Agreement. MPI may disclose certain terms of this Agreement, including the Contract Rates and/or Participating Provider's Billed Charges, in order to comply with applicable state or federal law or to assist Clients and/or Users in their compliance with state or federal law. Confidential Information shall not include information in the public domain.
- (b) All information and materials provided by System or any Participating Provider to MPI, Client or User will remain proprietary to System or Participating Provider, provided such information has been marked by System or Participating Provider as proprietary. Neither MPI nor Client or User, as applicable, will disclose any of such information or materials or use them except as may be required to carry out its respective obligations under this Agreement.

### 7.2 Trademarks, Advertising and Publicity. Except as set forth herein, MPI, Clients, Users, and System or Participating Providers will not use the other's name, symbols, trademarks, or service marks, presently existing or later established, in advertising or promotional materials or otherwise without their prior written consent and will cease any such usage immediately upon written notice or upon termination of this Agreement, whichever is sooner. MPI, Client and/or User may use the name of System or Participating Provider as MPI, Client and/or User may deem reasonably necessary in carrying out the terms of this Agreement, including but not limited to: (i) the distribution of an announcement by MPI, Client and/or User to the media that System or Participating Provider participates in the Network, and (ii) the creation and/or distribution of provider directories and other promotional materials.

## VIII. RESOLUTION OF DISPUTES BETWEEN THE PARTIES

### 8.1 Dispute Resolution. In the event that System has a question or grievance regarding its rights or obligations under this Agreement or cannot resolve a dispute with a Client/User, System shall either:

- (a) Call MPI's Service Operations Department, or
- (b) Provide MPI with written notice specifying the nature of the dispute. Such notice to MPI shall be in writing and delivered by certified mail/return receipt requested, or by overnight delivery, to:

MultiPlan, Inc.  
Service Operations Department  
16 Crosby Drive  
Bedford, MA 01730

Within thirty (30) days of receipt of such notice, the parties will assign the appropriate level of management and staff members who will initiate discussions to seek resolution of the dispute, consistent with the terms of this Agreement. If the parties are unable to reach resolution within the initial thirty (30) day period, then designees of senior management from each party will have an additional thirty (30) days to resolve the dispute. This time period may be extended by mutual agreement of the parties. The parties, as mutually agreed, may include a mediator in such discussions. Neither party shall institute any binding arbitration or legal action until expiration of such agreed upon time periods.

### 8.2 Binding Arbitration. Subject to Section 5.3 of this Agreement, in the event a dispute is not resolved as set forth in Section 8.1, MPI, Client/or User, or System may pursue binding arbitration in accordance with JAMS and judgment on the award by the arbitrator(s) may be entered in an appropriate State or Federal court in Clark County, Nevada.

## IX. GENERAL PROVISIONS

- 9.1 Entire Agreement; Replacement of Existing Agreements; Captions. This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between System and MPI, and will supersede and replace any prior oral or written agreements between the parties, including, but not limited to, (i) Facility Service Agreement between Capp Care, Inc. ("Capp Care") and System, effective February 1, 1995, (ii) Preferred Physician Group Agreement between Private Healthcare Systems, Inc. ("PHCS") and System, effective April 1, 1998, (iii) Physician Group Agreement between Beech Street Corporation and System, effective August 1, 2008. The captions contained in this Agreement are for the convenience of the reader only, and will not be used in the interpretation of this Agreement.
- 9.2 Amendments. System, Participating Provider, and MPI will comply with any and all of the amendments contained in Exhibit A. Unless otherwise required by this Agreement, this Agreement may be modified or amended upon written agreement executed by both parties.



- 9.3 Governing Law; Severability; Venue; Waiver. This Agreement shall be construed and governed in accordance with federal laws and regulations, as well as the laws of the State of Nevada. The finding by a court of competent jurisdiction that any provision herein is void shall not void any other valid provision of this Agreement. Venue of any dispute litigated between the parties shall be in Federal court in the state and county of residence of the defendant. Waiver of breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or a different provision.
- 9.4 Coordinating Provisions-State/Federal Laws and Accreditation Standards. This Agreement is subject to any requirements or prohibitions of relevant state and federal laws and regulations. Each party shall comply with all applicable state and federal statutes and regulations relating to this Agreement. In addition, System, Participating Provider, and MPI will comply with the following information contained in Exhibit C: (i) coordinating provisions-State/Federal laws; (ii) national accreditation standards, including without limitation, the National Committee for Quality Assurance (“NCQA”) and URAC; and/or (iii) geographic exceptions approved by MPI.
- 9.5 Assignment. No assignment of this Agreement will be made by any party without the express written approval of the duly authorized representative of the other party; provided however, that MPI may assign any or all of its rights and obligations hereunder, without prior written approval of System, to an entity that directly or indirectly controls, or is controlled by, or is under common control with MPI.
- 9.6 Third Party Beneficiaries. Nothing contained in this Agreement will be construed to make MPI or System, and their respective directors, officers, employees, agents, and representatives liable to persons or entities not parties hereto in situations in which they would not otherwise be subject to liability, except Clients, Users and Participants.
- 9.7 Independent Contractors. Each party, including its officers, directors, employees and agents, acts as an independent contractor. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Each party solely is responsible for its own actions or omissions, and those of its officers, directors, employees and agents, arising in connection with obligations created under this Agreement, including the rendering of professional advice and/or treatment by System or Participating Provider.
- 9.8 Precedence. In the event of any conflict between the terms and conditions specified in this Agreement, including the Exhibits to this Agreement, the Participant’s Benefit Program, and the administrative handbook(s), the following order of precedence will govern the applicable terms and conditions agreed upon by the parties: (i) the Participant’s Benefit Program; (ii) Exhibit C (Coordinating Provisions-State/Federal Laws and Accreditation Standards); (iii) Exhibit A (Amendments); (iv) Exhibit B (Network Participation Requirements); (v) Exhibits D and E (Contract Rates); (vi) the base Agreement; and (vii) the administrative handbook(s).
- 9.9 Notices. Unless otherwise specified in this Agreement, any notice required or permitted to be given pursuant to the terms and provisions of this Agreement will be in writing and must either be mailed (postage prepaid), facsimile, or e-mailed to the recipient at the address(es) listed below. Any notice under this Agreement shall be deemed to have been given when deposited in the mail, postage prepaid, if mailed or when transmitted by sender, if faxed or e-mailed. The following address(es) or agent to receive notice may be changed by the provision of notice pursuant to this Section.

**To MPI:**

Attn: Office of the President & CEO  
MultiPlan, Inc.  
115 Fifth Avenue  
New York, NY 10003-1004

**To System:**

Attn: Managed Care Services  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

**With a copy to:**

Attn: Regional Director  
MultiPlan, Inc.  
23382 Mill Creek Drive, Suite 200  
Laguna Hills, CA 92653

**With a copy to:**

Attn: Legal Department-Contracts  
1800 W. Charleston, Blvd  
Las Vegas, NV 89102

- 9.10 Force Majeure. Neither party will be liable for or be deemed to have breached any of its obligations under this Agreement (other than an obligation to pay money) if that party's failure to perform under the terms of this Agreement is due to any of the following: failure or delay in performance by the other party to this Agreement or anyone acting for or under such other party; any strikes, lockouts, acts of God or the elements, insurrection, riots, wars, natural disasters, fires, explosions, epidemics, quarantines, earthquakes, storms, floods, any shortages of energy, fuel, or any utility (e.g., electrical, natural gas, etc.) failure or disturbance however caused; any governmental action not the fault of the nonperforming party or similar condition or circumstance that is not caused by the nonperforming party.
- 9.11 Limitation of Damages. Neither party shall be liable for consequential, exemplary, or punitive damages. Any dispute between the parties is personal to the respective parties.

**EXHIBIT A**

**AMENDMENTS TO THE MPI HEALTH SYSTEM AGREEMENT**

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

**EXHIBIT B**  
**NETWORK PARTICIPATION REQUIREMENTS**

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

**EXHIBIT C**

**COORDINATING PROVISIONS: STATE LAW,**

**ACCREDITATION STANDARDS AND GEOGRAPHIC EXCEPTIONS**

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

**EXHIBIT D-1**

**CONTRACT RATES FOR PARTICIPATING FACILITIES INPATIENT SERVICES**

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

**EXHIBIT D-2**

**CONTRACT RATES FOR PARTICIPATING FACILITIES OUTPATIENT SERVICES**

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

**EXHIBIT D-3**

**CONTRACT RATES FOR MEDICARE ADVANTAGE NETWORK**

**INPATIENT AND OUTPATIENT SERVICES**

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



**EXHIBIT E-1**

**CONTRACT RATES FOR PARTICIPATING PROFESSIONALS**

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

**EXHIBIT E-2**

**CONTRACT RATES FOR MEDICARE ADVANTAGE NETWORK**

**PARTICIPATING PROFESSIONALS**

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

**EXHIBIT F**

**LIST OF LOCATIONS FOR PARTICIPATING FACILITIES**

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

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 10</b>						
<b>Corporate/Business Entity Name:</b>		MultiPlan, Inc.				
<b>(Include d.b.a., if applicable)</b>		Claritev				
<b>Street Address:</b>		7900 Tysons One Place, Suite 400		<b>Website:</b> https://www.claritev.com/		
<b>City, State and Zip Code:</b>		McLean, VA 22102		<b>POC Name:</b> Leah Kral <b>Email:</b> leah.kral@claritev.com		
<b>Telephone No:</b>		916-564-5596		<b>Fax No:</b> 781-487-8273		
<b>Nevada Local Street Address: (If different from above)</b>		N/A		<b>Website:</b> https://www.claritev.com/		
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> N/A <b>Email:</b> N/A		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Claritev Corporation	<i>Claritev Corporation, a publicly-traded corporation, owns 100% of Multiplan, Inc., the contracting entity to enter into an agreement with University Medical Center of Southern Nevada. We have completed this form using information pertaining to Claritev Corporation, where applicable.</i>	100%
Allen Thorpe	Lead Director	
Dale White	Director	
Richard A. Clarke	Director	
Jason Kap	Director	
Anthony Colaluca, Jr.	Director	
Michael Klein	Director	
Julie D. Klapstein	Director	
C. Martin Harris	Director	
John Prince	Director	
Travis Dalton	President, Chief Executive Officer and Chairman of the Board	
Douglas Garis	Executive Vice President and Chief Financial Officer	
Jerome Hogge	Executive Vice President and Chief Operating Officer	
Tara O'Neil	Senior Vice President and General Counsel	

## DISCLOSURE OF OWNERSHIP/PRINCIPALS


Michael Kim	Executive Vice President and Chief Digital Officer	
William Mintz	Senior Vice President, Corporate Affairs/Strategy	
Tiffani Misencik	Senior Vice President and Chief Growth Officer	
Jason Wong	Senior Vice President and Treasurer	
John R. Riding	Chief Information Security Officer	
Carol Nutter	Senior Vice President and Chief People Officer	
Gerald Kozel	Senior Vice President and Chief Accounting Officer	
Steven Jolie	Vice President of Tax	
Shawna E. Gasik	Assistant Secretary	
Kent Bartholomew	Vice President and Secretary	

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

**Claritev Corporation, a publicly-traded corporation, owns 100% of Multiplan, Inc., the contracting entity to enter into an agreement with University Medical Center of Southern Nevada. We have completed this form using information pertaining to Claritev Corporation, where applicable.**

- 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)? **Not applicable.**  
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)? **Not applicable.**  
☐ 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.

	Tara O'Neil
Signature	Print Name
SVP, General Counsel	7/2/25
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
<i>Not applicable</i>			

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

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

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

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

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***For UMC Use Only:***

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Agreement for Pest Prevention Services with Rentokil North America, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement for Pest Prevention Services with Rentokil North American, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. (For possible action)</b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000846000	Funded Pgm/Grant: N/A
Description: Pest Prevention Services	
Bid/RFP/CBE: NRS 450.530	
Term: 3 Years with Two 1-Year Options to Renew	
Amount: Estimated \$2,235,755.15 for initial term and renewal options (YR 1- \$421,114.56/ YR2- \$433,748/ YR3- \$446,760.44/ YR4 – \$460,163.62 / YR5- \$473,968.53)	
Out Clause: 15 days w/o cause; Budget Act and Fiscal Fund Out	

#### BACKGROUND:

This request is to approve UMC entering into an Agreement with Rentokil North America, Inc. (“RNA”) for pest prevention services at UMC’s main hospital, ambulatory clinics, and business office facilities. RNA will, among other things,; conduct a thorough inspection of all premises to identify potential pest infestations and vulnerable areas, including cracks, entry points, and hidden spaces; develop and implement a customized Integrated Pest Management (IPM) plan focusing on prevention, monitoring, and control strategies; and provide routine pest control services, such as spraying, baiting, trapping, routine inspection of bird deterrent mechanisms, and other approved methods, on predetermined schedules.

The initial term of the Agreement is for three years, with the option to extend for two additional annual periods. The total compensation includes an annual inflator of the lesser of CPI or 3%. Staff also requests authorization for the Chief Executive Officer to exercise the renewal options or any amendments if deemed beneficial to UMC.

This Agreement is being entered into pursuant to UMC’s Agreement with HealthTrust Purchasing Group (“HPG”). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance

Cleared for Agenda  
August 27, 2025

Agenda Item #

**12**



with NRS 450.530; attached are the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Rentokil currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025, meeting and recommended for approval by the Governing Board.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## AGREEMENT FOR PEST PREVENTION SERVICES

<b>RENTOKIL NORTH AMERICA, INC.</b>
NAME OF FIRM
Steve Justice, Strategic and National Accounts Manager
DESIGNATED CONTACT, NAME, AND TITLE (Please type or print)
1125 Berkshire Blvd., Suite 150 Reading, PA 19610
ADDRESS OF FIRM INCLUDING CITY, STATE, AND ZIP CODE
877-764-0007
(AREA CODE) AND TELEPHONE NUMBER
Steve.justice@rentokil.com
E-MAIL ADDRESS

## AGREEMENT FOR PEST PREVENTION SERVICES

This Agreement (the "Agreement") is made and entered into as of August 27, 2025 (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, having an address at 1800 W. Charleston Blvd. Las Vegas, NV 89102, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and Rentokil North America, Inc., having an address at 1125 Berkshire Blvd. Ste. 150, Reading, Pennsylvania 19670 (hereinafter referred to as "COMPANY"), for Pest Prevention Services hereinafter referred to as ("PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$2,235,755.15 as further described herein; and

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

WHEREAS, this Agreement arises out of a Purchasing Agreement between HealthTrust Purchasing Group, L.P. ("HealthTrust, HPG") and Rentokil dated January 01, 2022 (HPG-4030) ("HealthTrust Agreement"). The terms of the HealthTrust Agreement are hereby incorporated into this Agreement, and to the extent there is any conflict between this Agreement and the terms of the HealthTrust Agreement, the terms of this Agreement shall control.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period of three (3) years from the effective date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to renew the Agreement for two (1) one-year Terms.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$2,235,755.15. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. All purchases pursuant to this Agreement shall be governed by the terms of the Fee Schedule (**Attachment A**) and the HPG Price File.
4. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**; Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed

amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph A.2 above.

5. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
6. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**B. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

**SECTION IV: CHANGES TO SCOPE OF WORK**

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

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder.

COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agrees that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property

of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

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

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as not to conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Portia Ealy, telephone number (702) 765-7930 or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole

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

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Effect of Termination

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

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

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

COMPANY's control.

## **SECTION X: INSURANCE**

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

## **SECTION XI: NOTICES**

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

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

TO COMPANY:                      Rentokil North America, Inc.  
Attn: Steve Justice  
1125 Berkshire Blvd, Ste. 1150  
Wyomissing, PA 19610

With a Copy to:                      Rentokil North America, Inc.  
Attn: Laura Muniz, Esq  
1125 Berkshire Blvd, Ste. 1150  
Wyomissing, PA 19610

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

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

### **B. Amendments**

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

### **C. Assignment**

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

### **D. Audits**

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

### **E. Clark County Business License / Registration**

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



F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI).

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or

securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) or more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

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

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms

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

W. Waiver; Severability

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

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

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

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

\_\_\_\_\_  
DATE

COMPANY:

**RENTOKIL**

By:  \_\_\_\_\_  
STEVE JUSTICE  
Strategic and National Accounts Manager

\_\_\_\_\_  
August 1, 2025  
DATE

## **EXHIBIT A PEST PREVENTION SERVICES SCOPE OF WORK**

### **1.1 Scope of Work Objective**

To provide comprehensive pest control services to Purchaser, ensuring a pest-free environment to maintain the highest standards of hygiene, patient safety, and regulatory compliance.

### **1.2 Background**

- Conduct a thorough inspection of all Purchaser premises to identify potential pest infestations and vulnerable areas, including cracks, entry points, and hidden spaces.
- Develop and implement a customized Integrated Pest Management (IPM) plan tailored to Purchaser's unique needs, focusing on prevention, monitoring, and control strategies.
- Provide routine pest control services, such as spraying, baiting, trapping, routine inspection of bird deterrent mechanisms, and other approved methods, on predetermined schedules.
- Respond to emergency pest infestations promptly with effective and safe treatments to minimize disruption to Purchaser operations.
- Use environmentally friendly and Purchaser-safe chemicals and methods, ensuring compliance with all local, state, and federal health and safety regulations.
- Train Purchaser staff on preventive measures and pest awareness, including recognizing signs of infestations and implementing proper waste management practices.

### **1.3 Key Stakeholders List**

UMC Environmental Services

- Portia Ealy - Director Environmental Services
- Erik Alegret – Manager Environmental Services
- Winnie Nasuwa - Manager Environmental Services

Rentokil

- Gregory Green
- Steve Justice
- Mike Hoffman

### **1.4 Period of Performance**

See Agreement, Section I: Term

### **1.5 Place of Performance**

The comprehensive Integrated Pest Management (IPM) program customized to the healthcare industry plan will be implemented at the Main Hospital and outlying ambulatory care sites throughout Las Vegas Valley

### **Areas of Coverage**

- **Patient rooms and areas:** Ensure areas are free from crawling and flying insects to maintain a clean and comfortable environment for patients.
- **Operating rooms:** Maintain strict pest control to prevent any contamination in sterile environments.

- **Intensive care units (ICUs):** Conduct regular treatments to ensure the safety of vulnerable patients.
- **Laboratories and diagnostic areas:** Protect these critical spaces from pests that could compromise results or equipment.
- **Kitchens, cafeterias, and food storage areas:** Perform frequent inspections and treatments to eliminate risks of contamination and ensure compliance with food safety standards.
- **Administrative offices:** Prevent pest infestations that could disrupt staff operations or damage office supplies and/or equipment.
- **Waste disposal areas:** Focus on controlling pests that thrive in waste zones, such as rodents and flies.
- **Storage rooms and basements:** Identify and address hidden infestations in less frequently accessed areas.
- **Outdoor areas such as gardens and parking lots:** Manage pest populations in external areas to prevent them from entering the Purchaser.

## 1.6 Work Requirements

### Types of Pests Covered

- **Rodents (e.g., rats, mice):** Use traps, baits, and exclusion techniques to eliminate and prevent rodent infestations.
  - **Crawling insects (e.g., ants, cockroaches, bedbugs):** Apply targeted treatments to eradicate infestations and implement preventive measures.
  - **Flying insects** (e.g., flies, mosquitoes, birds, including, but not limited to, pigeons, sparrows, and starlings)
  - Use insecticides and mechanical traps to control flying insect and bird populations.
  - **Termites and wood-destroying organisms:** Conduct thorough inspections and apply chemical or physical barriers to protect wooden structures.
  - **Other pests as identified during the inspection:** Address any additional pest issues promptly with appropriate methods.
1. This integrated pest management program will include, but is not limited to:
    - a. Problems and potential problems for each location.
    - b. Recommended integrated pest management resolutions
    - c. Recommended integrated pest management preventative measures.
    - d. A detailed list of all chemicals, rodenticide, baits, compounds, labels, and MSDS sheets for pre-approval by Purchaser appointed representative.
    - e. Rate and time of application.
    - f. An indication of any other pertinent information relating to pest management.
    - g. Vendor shall inspect each site location within the first month of the Agreement for the trapping program and establish a schedule in consultation with the Purchaser appointed representative for providing the required services. This schedule shall be adhered to throughout the life of the contract unless changed by agreement with the Purchaser appointed representative.

2. All the material used in integrated pest management shall conform to federal, state, and local ordinances and laws and be approved for use by Purchaser. All materials, mechanical devices, stations, and monitoring equipment will remain the property of the vendor and will be maintained at the highest and safest quality for the life of the contract.
3. All Purchaser-approved insecticides and rodenticides shall be used with all due precautions to obviate the possibility of accident to humans, domestic animals, pets, and non-target pests.
4. All applications of insecticides, including sprays, baits, rodenticides, or any toxic compounds, are to be applied during the specific time agreed upon by Purchaser. Purchaser reserves the right to determine if applications of these products need to be other than the agreed-upon hours. Application of the products shall be by non-offensive practices and shall be rendered at such times as minimizing interference with employees, patients, visitors, vendors, or any other person in or about the premises or otherwise agreed to by Purchaser.
5. Vendor must provide proof that services have been performed at each location.
6. Emergency services (covering Scope of Work items 1 through 5) shall be done promptly (within 4 hours) when requested by UMC appointed representative(s). These services and materials shall be covered under the bid price (at no additional charge).
7. Power washing of identified areas contaminated with bird droppings and

## **1.7 UMC Responsibilities**

### **UMC – Southern Nevada Management**

1. Purchaser appointed representative will advise of planned special events or other occurrences, which will affect the schedule.
2. Grant unrestricted access to all areas of the facility for inspections and treatments, ensuring safety protocols are followed.
3. Provide prior notice of any changes to scheduled services or operational hours that might impact pest control activities.
4. Appoint a designated point of contact to facilitate coordination and communication with the service provider.

## **1.8 Vendor Responsibilities**

### **Deliverables**

#### **Initial Inspection Report**

- Detailed findings of the inspection, including specific areas of infestation, severity, and potential risks.
- Comprehensive recommendations for immediate actions, long-term strategies, and any structural modifications needed to prevent pest entry.

#### **Emergency Service Reports**

- Comprehensive documentation of emergency pest control actions, including the type and scale of infestation, treatment performed, and follow-up recommendations.

#### **Training Documentation**

- Copies of training materials provided to Purchaser staff, including pest awareness guides and preventive checklists.
- Attendance records for all training sessions conducted, ensuring all relevant staff members are included.

### **Service Schedule**

- **Routine Services:** Monthly visits on a mutually agreed schedule, with flexibility to adjust based on UMC – Southern Nevada needs and pest activity levels.
- **Emergency Services:** 24/7 availability with response time within [4] hours of notification to address urgent infestations.
- **Follow-ups:** Follow-up visits within [3] days after treatment to assess effectiveness and implement any necessary adjustments.

## **5. Standards and Compliance**

The service provider must adhere to:

- OSHA and EPA guidelines to ensure worker and patient safety.
- Local health department regulations governing pest control in healthcare facilities.
- Any additional Purchaser-specific policies or requirements as communicated by Purchaser management.

## **6. Roles and Responsibilities**

### **Service Provider**

- Provide certified and trained pest control professionals who are experienced in working within healthcare settings.
- Ensure the availability of all necessary equipment, tools, and chemicals required for effective pest control.
- Maintain detailed records of all services performed, including dates, areas treated, and outcomes.
- Notify Purchaser management immediately of any issues or infestations requiring immediate action beyond routine services.
- Ensure the availability of all necessary equipment, tools, and chemicals required for effective pest control.
- Maintain detailed records of all services performed, including dates, areas treated, and outcomes.
- Notify Purchaser immediately of any issues or infestations requiring immediate action beyond routine services.

## **1.9 Schedule/Milestones**

### **Monthly Service Reports**

- Summary of services performed, including areas treated and methods used.
- Detailed list of pests identified and treated, with accompanying documentation.
- List of chemicals used, including Material Safety Data Sheets (MSDS) for transparency and safety compliance.

- Suggestions for ongoing preventive measures to minimize future infestations.
- Trapping program, and merchandise would be in place, and the Vendor will only charge for the maintenance of the bird trapping program and the power washing of contaminated areas. Bird buffer machines and flat track mechanisms, applicable pucks and spokes, must be serviced monthly, but the vendor should have weekly oversight of machines and mechanisms to ensure all devices are working adequately
- Quarterly inspections of all applicable areas will be reported by the Vendor, and the removal of pests documented, and a report provided to the Environmental Service Director
- Review reports of bed bug quarterly with management to determine associated spending to avoid exhaustion of allotted funds

## 1.10 Acceptance and Performance Criteria

### Performance Metrics

- **Pest-free environment:** Maintain a consistent reduction in pest activity in covered areas, with minimal patient or staff complaints.
- **Response time adherence:** Ensure timely responses to emergency service requests as per the agreed timeline.
- **Compliance with reporting and documentation:** Deliver all required reports and training documentation accurately and on time.
- **Positive feedback:** Achieve satisfactory ratings from Purchaser – Southern Nevada staff and patients regarding the effectiveness of pest control measures

## 1.11 Other Requirements

### Assumptions

If there are no noticeable improvements determined as a result of the various bird deterrents or pest control devices, Vendor reserves the right to discontinue the program and resume with the general terms of the agreement.

1. Exhibit A shall be modified to include the following:
  - A. Vendor will follow Exterior Insulation and Finish System (EFIS) specification recommendation to prevent damage at all times, per manufacturer's recommendations.
  - B. Installed materials damaged by services performed by the Vendor will be replaced with acceptable material at no additional cost to the Purchaser.
  - C. Vendor will demonstrate proper cleaning methods.
  - D. Vendor shall not affix an equipment to Purchaser structure(s).
  - E. Task items to provide installation of Bird Buffer Q4 machines System (Installed by COMPANY)

Covered Areas, Quantity, and Frequency:

#### B. New General Pest Control & Monthly Rodent Control Clinics OPEN date TBD

- 710 S. Tonopah: Vendor will complete monthly interior and exterior general pest control service as well as monthly exterior rodent control. Monthly interior general pest will treat common areas, front lobby, hallways, restrooms both floors and break areas. Exterior general pest control will include treating exterior perimeter of building. Treating all entry and exit entry points. Exterior



rodent control will include 12 rodent bait stations. They will be inspected, cleaned and bait replaced monthly.

- Covered Areas:
  - a. Break / Vending Areas
  - b. Building Exterior
  - c. Entrance/Lobby Areas
  - d. Restrooms
  - e. Other: Hallways, Common Areas
- 820 South Rancho Dr. Suite 85: Vendor will complete monthly interior and exterior general pest control service as well as monthly interior and exterior rodent control. Also, monthly interior fly service. Interior general pest control service will include treating common areas, lobby, nurse stations, restrooms, offices, break room and hallways. Exterior general pest will include treating exterior perimeter and doorways. Exterior rodent control will include 4; rodent bait stations, they will be placed around location. They will be cleaned, bait replaced and inspected monthly. Interior rodent control will include 4 tin cats, they will be inspected, cleaned and glue boards replaced. Monthly fly service will include 2 fly lights, they will be inspected, cleaned and glue board replaced.
  - Covered Areas:
    - a. Break/Vending Areas
    - b. Building Exterior
    - c. Electrical Rooms
    - d. Entrance/Lobby Areas
    - e. Janitor/Housekeeping Rooms
    - f. Laboratories
    - g. Laundry Rooms
    - h. Locker Rooms
    - i. Restrooms
    - j. Storage/Warehouse
- 5755 E Charleston Blvd: Vendor will complete monthly interior and exterior general pest control service. Treatment of interior will include treating treatment areas, patient rooms, common areas, all entrances, the lobby, and nurse stations. Exterior general pest control service will treat the exterior perimeter of the location, including all entry and exit doors. Interior rodent control will include six tin cats, which will be inspected, cleaned, and glue boards replaced each month. Exterior rodent control will include 10 rodent bait stations around the perimeter of the location. They will be inspected, bait replaced and cleaned at each service. The interior fly light service will include three fly lights placed throughout the clinic area. They will be inspected, cleaned, and the glue board will be replaced at each service.
  - Covered Areas:
    - a. Building Exterior
    - b. Entrance/Lobby Areas
    - c. Janitor/Housekeeping Rooms
    - d. Locker Rooms
    - e. Processing Areas
    - f. Restrooms
    - g. Storage/Warehouse
    - h. Other: Patient rooms, offices
- 5409 E. Lake Mead Blvd: Vendor will complete monthly interior and exterior general pest control service. Treatment of interior will include treating the lobby area, nurse stations, patient rooms, offices, restrooms, and common areas. Exterior general, pest will treat all landscaped areas around the location, including doorways. Exterior rodent control will consist of 10 rodent bait

stations, which will be inspected, cleaned, and bait replaced monthly. Interior rodent control will consist of 6 tin cats. They will be inspected, cleaned, and the glue boards will be replaced monthly. Interior fly service will include 2 ILTs. They will be inspected, cleaned, and the glue board will be replaced monthly.

- Covered Areas:
  - a. Break/Vending Areas
  - b. Building Exterior
  - c. Electrical Rooms
  - d. Entrance/Lobby Areas
  - e. Janitor/Housekeeping Rooms
  - f. Kitchen/Dining Areas
  - g. Locker Rooms
  - h. Other: Patient rooms, offices

**EXHIBIT B**  
**PEST PREVENTION SERVICES**  
**INSURANCE REQUIREMENTS**

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

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

**EXHIBIT B**  
**PEST PREVENTION SERVICES**  
**INSURANCE REQUIREMENTS**

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- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
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- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
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- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: 10384 Pest Prevention Service Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
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8. Description: 10384 Pest Prevention Service Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

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

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

<b>PRODUCER</b> Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	<b>CONTACT</b> <b>NAME:</b> Certificate Unit <b>PHONE</b> (A/C, No, Ext): 404-781-1700 <b>FAX</b> (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b> certificate@epicbrokers.com
<b>INSURED</b> Rentokil North America, Inc. (REN3175) 1125 Berkshire Blvd., Suite 150 Wyomissing, PA 19610	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> ACE Property and Casualty Insurance Co <b>INSURER C:</b> AXIS Insurance Company <b>INSURER D:</b> Old Republic Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>

License#: 0B29370  
RENTOKI-01**COVERAGES** **CERTIFICATE NUMBER: 1151918542** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		OGLG27240331	10/1/2024	10/1/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB 318783 24	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$8,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000	Y		XOOG27239420	10/1/2024	10/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 318781 24	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A C	Errors & Omissions Liability Crime/Client Coverage			OGLG27240331 P-001-000968899-03	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Each Incident/Agg \$5,000,000 Each Occurrence \$1,000,000

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

RE: Project Number: 10384 / Project Name: Rentokil—Pest Prevention Service Agreement

University Medical Center of Southern Nevada and Contracts Management, to the extent required by written contract are additional insured on a primary and non-contributory basis with respect to general liability and auto liability. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law with respect to general liability, auto liability and worker's compensation. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract. Umbrella is follow form over the General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Boulevard  
Las Vegas NV 89102

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## Attachment A Fee Schedule

Value	Service location	City	Service line	Frequency	Annual Total	Customer #	SA#
	61. N Nellis	Las Vegas	GPC	Monthly		14880272	32522415
	5860 Losee	Las Vegas	GPC	Quarterly		14426824	32745050
	5860 Losee	Las Vegas	GPC	BIMO		14426824	31531053
	5409 E Lake Mead	Las Vegas	GPC	Monthly		15127842	33083832
	1800 W Charleston	Las Vegas	Bird	BIWeekly		12935644	32760449
	1800 W Charleston	Las Vegas	Bird	Quarterly		12935644	32149191
	800 Hope	Las Vegas	GPC	Monthly		14654218	32008114
	1800 W Charleston	Las Vegas	Bird	BIWeekly		12935644	32883455
	1800 W Charleston	Las Vegas	Bird	BIWeekly		15012062	32883440
	1800 W Charleston (2040 Buffer machines)	Las Vegas	Bird	BIWeekly		15012061	32805917
	1800 W Charleston (2040 Bird bags upper roof)	Las Vegas	GPC	Monthly		15012061	32881913
	710 Tonopah	Las Vegas	GPC	Monthly		15134410	33094666
	820 S Rancho	Las Vegas	GPC	Monthly		15117508	33094666
	525 Marks	Henderson	GPC	Monthly		13095075	21810826
	1800 W Charleston	Las Vegas	GPC	Weekly			22295522
	4321 Rancho	Las Vegas	GPC	Monthly			22240973
	1800 W Charleston	Las Vegas	Bird	Monthly			22302793
	1800 W Charleston (BIRD CLEAN UP. REPLACE OR REFIL 85 PUCKS ROOF 2040 BUILDING )	Las Vegas	Bird	Monthly			22263796
	1800 W Charleston	Las Vegas	Bird	Monthly			22214849
	1800 W Charleston	Las Vegas	GPC	Monthly			21794565
	1800 W Charleston	Las Vegas	Bird	Monthly			21884764
	1800 W Charleston	Las Vegas	Bird	Monthly			22062570
	1800 W Charleston	Las Vegas	Bird	Monthly			22111165
	1800 W Charleston (PONY WALL BY 2040 BUILDING- INSPECT 75 PUCKS)	Las Vegas	Bird	Monthly			22224055
	1800 W Charleston (REPLACE 50 PUCKS ON 2040 BUILD PONY WALL)	Las Vegas	Bird	Monthly			22111208
	1800 W Charleston	Las Vegas	Bird	Monthly			22089083
	1800 W Charleston	Las Vegas	GPC	Monthly			22095813
	1800 W Charleston	Las Vegas	Bird	Monthly			22014162
	1800 W Charleston (INSTALL 60 GELPUCKS WEST ROOF OF 2040 BLDG. )	Las Vegas	Bird	Monthly			22272412
	1800 W Charleston	Las Vegas	Bird	Monthly			22072208
	1800 W Charleston (50 GEL PUCKS 2040 BUILDING)	Las Vegas	Bird	Monthly			22154049
	1800 W Charleston (2040 ROOF EAST REPLACE 50 PUCKS AND CLAN UP )	Las Vegas	Bird	Monthly			22174082
	1800 W Charleston (REPLACE 60 BIRD PUCKS WEST ROOF 2040 BUILDING)	Las Vegas	Bird	Monthly			22273706
	525 Marks	Henderson	GPC	BIMO		12390178	19464891
	11860 Southern Highlands	Las Vegas	GPC	BIMO			19607636
	4760 Blue Diamond	Las Vegas	GPC	BIMO			19471117
	61 N Nellis	Las Vegas	GPC	BIMO			19616694
	9320 W Sahara	Las Vegas	GPC	BIMO			19616803
	4180 S Rainbow	Las Vegas	GPC	BIMO			19610160
	701 Shadow	Las Vegas	GPC	Monthly			32745232
	701 Shadow	Las Vegas	GPC	BIMO			19610217
	2031 Buffalo	Las Vegas	GPC	BIMO			19459163
	5785 Centennial	Las Vegas	GPC	BIMO			19623500
	1700 Wheeler Peak	Las Vegas	GPC	BIMO			19616775
	1800 W Charleston	Las Vegas	Bird	Monthly			21577414
	1800 W Charleston	Las Vegas	Bird	Monthly			21676154
	1800 W Charleston	Las Vegas	Bird	BIMO			20787686
	1800 W Charleston	Las Vegas	GPC	Weekly			32413549
	1800 W Charleston	Las Vegas	Bird	Monthly			21577449
	1800 W Charleston	Las Vegas	GPC	Weekly			19410028
	1800 W Charleston	Las Vegas	GPC	Monthly			21656586
	1800 W Charleston	Las Vegas	GPC	Monthly			19480502
	800 Hope	Las Vegas	GPC	Monthly			19480517
	2040 W Charleston	Las Vegas	GPC	Monthly			19480389
	2231 W Charleston	Las Vegas	GPC	Monthly			32102708
	2231 W Charleston	Las Vegas	GPC	Monthly			21706752
	4233 Rancho	Las Vegas	GPC	QTR			19648066
	YR-1			ANNUAL TOTAL-	\$421,114.56		

YR2 - \$433,748

YR3 - \$446,760.44

YR4 - \$460,163.62

YR5- \$473,968.53

TOTAL

\$2,235,755.15

Prod Value	Service location	City	Service line	Frequency	Annual Total	Customer #	SA#
	1800 W Charleston (2040 Buffer machines)	Las Vegas	Bird	BIWeekly		15012061	32805917
	1800 W Charleston (2040 Bird bags upper roof)	Las Vegas	GPC	Monthly		15012061	32881913
	PUCKS ROOF 2040 BUILDING )	Las Vegas	Bird	Monthly			22263796
	1800 W Charleston (PONY WALL BY 2040 BUILDING- INSPECT 75 PUC	Las Vegas	Bird	Monthly			22224055
	WALL)	Las Vegas	Bird	Monthly			22111208
	1800 W Charleston (INSTALL 60 GELPUCKS WEST ROOF OF 2040 BL	Las Vegas	Bird	Monthly			22272412
	1800 W Charleston (50 GEL PUCKS 2040 BUILDING)	Las Vegas	Bird	Monthly			22154049
	AND CLAN UP )	Las Vegas	Bird	Monthly			22174082
	2040 BUILDING)	Las Vegas	Bird	Monthly			22273706
				ANNUAL TOTAL			

Prod Value	Service location	City	Service line	Frequency	Annual Total	Customer #	SA#
	1800 W Charleston (buffer on trauma)	Las Vegas	Bird	BIWeekly		15012062	32883440 x
	LOADING DOCK, STORAGE AREA ACROSS FROM COMPACTOR )	Las Vegas	GPC	Weekly			22295522 x
	1800 W Charleston (BIRD CLEAN UP ABOVE STORAGE ACROSS FROM COMPACTOR. 4 AVION BAGS)	Las Vegas	Bird	Monthly			22302793 x
	1800 W Charleston (WEST EMPLOYEE PARKING LOT LIGHT PILLARS BIRD CLEAN UP)	Las Vegas	Bird	Monthly			22214849 x
	1800 W Charleston (MNTLY POWERWASH LIGHTPOLE BASES, SIDEWALKS,PKG SPACES TO REMOVE BIRD DROPPINGS, ALSO DISINFECT	Las Vegas	GPC	Monthly			21794565 x
	1800 W Charleston (50 BIRD GEL PUCKS ON BACK WHITE ROOF OF BLDG 51)	Las Vegas	Bird	Monthly			21884764 x
	1800 W Charleston (WEST EMPLOYEE PARKING BIRD CLEAN UP 25 PUCKS)	Las Vegas	Bird	Monthly			22062570 x
	1800 W Charleston (WEST EMPLOYEE PARKING LEVEL 4. 75 PUCKS NEEDED)	Las Vegas	Bird	Monthly			22111165 x
	1800 W Charleston (BIRD CLEAN UP 75 GEL PUCKS WEST EMPLOYEE GARAGE LEVEL 1)	Las Vegas	Bird	Monthly			22089083 x
	1800 W Charleston (CHECK AND REPLACE BAIT IN 16 RODENT STATIONS)	Las Vegas	GPC	Monthly			22095813 x
	1800 W Charleston (50 GEL PUCKS ON HVAC PIPES.)	Las Vegas	Bird	Monthly			22014162 x
	1800 W Charleston (REPLACE 75 PUCKS EMPLOYEE PARKING GARAGE )	Las Vegas	Bird	Monthly			22072208 x
	1800 W Charleston (2040 ROOF EAST REPLACE 50 PUCKS AND CLAN UP )	Las Vegas	Bird	Monthly			22174082 x
	1800 W Charleston (INSTALL 25 AVION BLOCK BAGS MNTLY UNDER TRASH COMPACTOR)	Las Vegas	Bird	Monthly			21577414 x
	1800 W Charleston (ENTRANCE & ADJACENT WALL 8 BAGS,15 BIRD GEL PUCKS DISINFECT.REPLACE ITEMS EVERY MONTH )	Las Vegas	Bird	Monthly			21676154 x
	1800 W Charleston (PIGEON TRAPPING ON THE ROOF AT 1800 ADDRESS.)	Las Vegas	Bird	BIMO			20787686 x
	1800 W Charleston (FLY SPOT TREATMENT EVS TO MAINTINANCE AND DUMPATER AREA)	Las Vegas	GPC	Weekly			32413549 x
	1800 W Charleston (INSTALL 50 BIRD GEL PUCKS PER MONTH ON ROOF EDGES OF EMPLOYEE PARKING GARAGE )	Las Vegas	Bird	Monthly			21577449 x
	1800 W Charleston (KITCHEN AND DINING ROOM)	Las Vegas	GPC	Weekly			19410028 x
	1800 W Charleston (DRAIN CLEAN OFFICE S AND LABS MONTHLY FOR ROACHES )	Las Vegas	GPC	Monthly			21656586
	1800 W Charleston (MOGPC. INTERIOR, EXTERIOR, RODENT STATIONS, TINCATS AND FLY LIGHTS, TINCATS IN EYS, BREAK ROOMS ETC.)	Las Vegas	GPC	Monthly			19480502 x
	1800 W Charleston (BIRD BUFFER UNITS ON 7 STORY TOWER ROOF AND 2 ON OR ROOF)	Las Vegas	Bird	BIWeekly		12935644	32883455 x
	1800 W Charleston (SWEEP DROPPINGS AND SANITIZE OR ROOF TOP SET AND INSPECT 4 BIRD TRAPS )	Las Vegas	Bird	BIWeekly		12935644	32760449 x
	1800 W Charleston (THIS IS QUARTERLY CHECK OF FLEX TRACK AND BIRD WIRE ON ROOFS AND CAR PORTS )	Las Vegas	Bird	Quarterly		12935644	32149191 x
				ANNUAL TOTAL			

Prod Value	Service location	City	Service line	Frequency	Annual Total	Customer #	SA#	
	61. N Nellis	Las Vegas	GPC	Monthly		141880272	32522415	x
	5860 Losee	Las Vegas	GPC	Quarterly		14426824	32745050	x
	5860 Losee	Las Vegas	GPC	BIMO		14426824	31531053	x
	5409 E Lake Mead	Las Vegas	GPC	Monthly		15127842	33083832	x
	800 Hope	Las Vegas	GPC	Monthly		14654218	32008114	x
	710 Tonopah	Las Vegas	GPC	Monthly		15134410	33094598	x
	820 S Rancho	Las Vegas	GPC	Monthly		15117508	33094666	x
	525 Marks	Henderson	GPC	Monthly		13095075	21810826	x
	4321 Rancho	Las Vegas	GPC	Monthly			22240973	x
	525 Marks	Henderson	GPC	BIMO		12390178	19464891	x
	11860 Southern Highlands	Las Vegas	GPC	BIMO			19607636	x
	4760 Blue Diamond	Las Vegas	GPC	BIMO			19471117	x
	61 N Nellis	Las Vegas	GPC	BIMO			19616694	x
	9320 W Sahara	Las Vegas	GPC	BIMO			19616803	x
	4180 S Rainbow	Las Vegas	GPC	BIMO			19610160	x
	701 Shadow	Las Vegas	GPC	Monthly			32745232	x
	701 Shadow	Las Vegas	GPC	BIMO			19610217	x
	2031 Buffalo	Las Vegas	GPC	BIMO			19459163	x
	5785 Centennial	Las Vegas	GPC	BIMO			19623500	x
	1700 Wheeler Peak	Las Vegas	GPC	BIMO			19616775	x
	800 Hope	Las Vegas	GPC	Monthly			19480517	x
	2231 W Charleston	Las Vegas	GPC	Monthly			32102708	x
	2231 W Charleston	Las Vegas	GPC	Monthly			21706752	x
	4233 Rancho	Las Vegas	GPC	QTR			19648066	x
				ANNUAL TOTAL-				

## Rentokil Steritech (#4030)

### General Pest Services

Core Pest Prevention Services	Guaranteed Savings
Guaranteed Minimum Savings % Core Pest Control Services, Acute Facilities	████
Guaranteed Minimum Savings % Core Pest Control Services, non-Acute Facilities	████

Non-Core Pest Prevention Services	Rate
Labor rate per hour for non-core pest services (insects):	████
Labor rate per hour for wildlife/feral animal trapping:	████
Bed bug sighting-request for service/inspection:	████
Bed bug treatment- pesticide treatments:	████
Bed bug treatment- heat, steam or thermal treatments: varies based on scope	████
Insect light trap maintenance fee (per month):	████
Wasp nest removal (attached to structure): access equipment additional	████
Bee hive removal (attached to structure): access equipment additional	████
Termite treatments: varies based on scope	Negotiated Locally
Other wood destroying organism treatments: varies based on scope	Negotiated Locally
Base labor rate per hour for pest bird management: varies based on scope	████
Uncommon structure infesting ants (carpenter, fire ants, etc): varies based on scope	Negotiated Locally
Labor rate per hour for small fly/fruit fly drain treatment	████
Bioremediation: per drain	████
Air fresheners replacement services (per month): per unit	████

Equipment	Rate per Unit
Insect light traps: vector plasma (lease per month)	████
Insect light traps: vector plasma (purchase)	████

\*Covered core pests are common structure infesting ants, cockroaches, occasionally invading crawling insects, spiders, silverfish and rodents. In order to meet the savings criteria, the former scope of work must be adequate in providing elimination of existing pest activity, serve to prevent future pest infestations, and be similar in price and scope to a majority of other like facilities. Any facility whose current program is deficient, or falls outside the parameters expected of an effective pest management program shall be surveyed, with the proposal for an effective program not necessarily meeting the savings targets indicated.

\*\* Rentokil shall provide █████ savings under current spend for any Group (as defined below) that currently does not use Rentokil and selects Rentokil as their sole source provider of all pest control services. A Group shall be defined as three or more facilities under common ownership. For savings to occur, pricing must align with the Group's current scope of work, response time requirements, and service frequencies.

### Other Services/Lines of Business

**Subterranean termite treatments:** [REDACTED] per linear foot for liquid treatment; [REDACTED] per linear foot for termite baiting.

**Drywood termite treatments:** Pricing is locally negotiated.

**Fumigation services:** Use of fumigants to eliminate termites and stored product pests. Pricing is locally negotiated.

**Drain line service:** Installation of bioremediation pumping units, and treatment and monitoring of drains or grease trap systems, proven to reduce grease trap pumping by up to 50%. Price is locally negotiated.

**SoliTude Solutions/Lake and Pond Management:** Cost-effective solutions for the management of lakes, stormwater ponds, wetlands and fisheries. Includes installation and maintenance of aeration and fountain systems. Pricing is locally negotiated.

**Vegetation Management Services:** Targeted control and elimination of unwanted vegetation or “weeds” from a property. Targeting areas around a facility, highway, or railway where unwanted and unattractive weeds have taken over. Pricing is locally negotiated based upon linear footage of treatment areas.

**Mosquito and Vector Management:** Treatments including the use of products that can control the winged adult mosquitoes and can also eliminate mosquito larvae before they have a chance to develop into adults. Also involves treatment of ponds and waterways, as well as treatments to vegetation. Pricing is locally negotiated.

**VirusKiller:** Installation of air filtration systems which air purifiers kill **Coronavirus** in the air. A unique combination of medical grade filters and pre-filters with a UV reactor chamber kills 99.9999% of airborne viruses and bacteria, including Coronavirus and Influenza, on a single air pass.

VIRUSKILLER <sup>T</sup> M Purifier	Contract Terms		
	12 Months	24 Months	36 Months
VK 102 (Monthly Price)	[REDACTED]	[REDACTED]	[REDACTED]
VK 103 (Monthly Price)	[REDACTED]	[REDACTED]	[REDACTED]
Hextio (Direct Sale - No Service)	[REDACTED]		

**Disinfection Services:** Rentokil's Disinfection Service provides a rapid response to businesses looking to achieve an enhanced level of hygiene under this new normal. Includes a customized risk assessment to understand your facility's unique needs. Certified Specialists use advanced Liquid Dispersal Technology that provides thorough coverage throughout your facility. Uses a US EPA-registered product that is designated as a disinfectant on List N, and used against: coronavirus, norovirus, H1N1, SARS, MRSA, swine flu, E. coli, Salmonella & more. Pricing is locally negotiated per square footage of areas treated.



August 8th, 2025

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

Re: Request for competitive bidding information regarding Pest Prevention.

Dear Ms. Hines:

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 Pest Prevention. 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 Pest Prevention. HealthTrust issued RFPs and received proposals from identified suppliers in the Pest Prevention category. A contract was executed with Rentokil Steritech in February of 2025. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services



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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Rentokil North America				
<b>(Include d.b.a., if applicable)</b>		Terminix				
<b>Street Address:</b>		1125 Berkshire Blvd		<b>Website:</b> www.rentokil.com		
<b>City, State and Zip Code:</b>		Wyomissing PA 19610		<b>POC Name:</b> Steve Justice <b>Email:</b> steve.justice@rentokil.com		
<b>Telephone No:</b>		877 764 0007		<b>Fax No:</b> not applicable		
<b>Nevada Local Street Address:</b> (If different from above)		2943 E. Alexander Rd		<b>Website:</b> www.rentokil.com		
<b>City, State and Zip Code:</b>		North Las Vegas, NV 89030		<b>Local Fax No:</b> not applicable		
<b>Local Telephone No:</b>		702-219-9771		<b>Local POC Name:</b> Gregory Green <b>Email:</b> gggreen@rentokil-terminix.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).

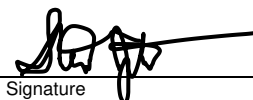
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

  
Signature

Steve Justice  
Print Name

Strategic and National Accounts Manager  
Title

August 6, 2025  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Agreements with Gage Technologies Inc., Extreme Networks, Inc., Insight Direct USA, Inc., and Lumen Technologies Group</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Board the Agreements with Gage Technologies Inc., Extreme Networks, Inc., Insight Direct USA, Inc., and Lumen Technologies Group for the Telephone System Upgrade Project; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Telephone System Upgrade Project	
Bid/RFP/CBE: NRS 332.115 (1)(s) – Equipment and services associated with systems of communication	
NRS 332.115(1)(h) – Software	
Term: 5 Years	
Amount: \$3,560,803.54	
Out Clause: 45 days w/o cause	

#### BACKGROUND:

This request is for the approval of Agreements with Gage Technologies Inc., Extreme Networks, Inc., Insight Direct USA, Inc., and Lumen Technologies Groups for the Telephone System Upgrade Project (“Project”). The current telephone system at UMC is nearly 20 years old and operates on outdated hardware that is no longer supported, limiting our ability to add licenses. This upgrade is essential for growth and will enable new features, as well as prepare us for a future transition to cloud-based services. The Project will integrate applications currently used by UMC and implement the latest technologies for voice messaging, contact center operations, and telephony, supporting both softphones and traditional hard phones across UMC's network. The total cost for this Project is \$3,560,803.54, which is comprised of the following Agreements:

- **Gage Technologies Inc.**  
This Agreement is for hardware, implementation, design, deployment, and training. It also includes subscription and ongoing support for five years.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**13**

- **Extreme Networks, Inc.**  
This Agreement is for the purchase of switches, hardware, and includes 365 days of support services.
- **Insight Direct USA, Inc.**  
This Agreement is for the purchase of power distribution units with a 5-year warranty, APC Smart-UPS systems with a 3-year warranty, racks, and wall mounts.
- **Lumen Technologies Group**  
This Agreement outlines the upgrade of our existing telephone services to allow for more simultaneous calls, increase long-distance minutes, provide additional telephone numbers/extensions, and implement voice transport, along with a managed router to connect all calls for a duration of three years.

UMC's Information Technology Executive Director has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025, meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR  
AVAYA AURA UNIFIED COMMUNICATIONS SOLUTION**

Gage Technologies, Inc.
NAME OF FIRM
Kristopher MCGreevey, President & CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
215 Mary Ave, Suite 306, Waco, TX 76701
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
360.601.3542
(AREA CODE) AND TELEPHONE NUMBER
kmcgreevey@gagetech.com
E-MAIL ADDRESS

## AGREEMENT FOR AVAYA AURA UNIFIED COMMUNICATIONS SOLUTION

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and GAGE TECHNOLOGIES INC. (hereinafter referred to as "COMPANY"), for Avaya Aura Unified Communications Solution (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$3,366,414.05 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from Effective Date through five (5) years ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience, although pricing for subscription and ongoing maintenance support may have to be adjusted by mutual agreement for current market rates.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$3,366,414.05. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

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

**B. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

**SECTION IV: CHANGES TO SCOPE OF WORK**

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

**SECTION V: RESPONSIBILITY OF COMPANY**

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



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

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

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

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

#### **SECTION VI: SUBCONTRACTS**

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

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Don Barnwell, telephone number (702) 383-7840 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

**B. Termination**

**1. Termination for Cause**

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

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

**2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience prior to the annual support renewal date; but only after COMPANY is given not less than forty-five (45) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

**3. Effect of Termination**

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

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

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

**SECTION X: INSURANCE**

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

## **SECTION XI: NOTICES**

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

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

TO COMPANY:                      Gage Technologies Inc.  
   Attn: Legal Department  
   215 Mary Ave Suite 306  
   Waco, TX 76701

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

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

### **B. Amendments**

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

### **C. Assignment**

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

### **D. Audits**

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

### **E. Clark County Business License / Registration**

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

### **F. Complete Agreement**

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

### **G. Confidential Treatment of Information**

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

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by

COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

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

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or

electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms

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

W. Travel Policy

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

X. Waiver; Severability

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

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

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

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

\_\_\_\_\_  
DATE

COMPANY:

**GAGE TECHNOLOGIES INC.**

By: Kristopher McGreevey  
KRISTOPHER MCGREEVEY  
President & CEO

11/08/2025

\_\_\_\_\_  
DATE

# EXHIBIT A

## AVAYA AURA UNIFIED COMMUNICATIONS SOLUTION

### SCOPE OF WORK

#### SCOPE OF WORK

This recommendation is for the replacement and consolidation of the existing disparate communications at University Medical Center of Southern Nevada (UMCSN) and bring the current platforms into support. This project will also integrate the applications in use by UMCSN to include the SPOK, Chronos and Vocera applications. In addition, this recommendation will bring the latest technologies for voice messaging, contact center and telephony, supporting softphones and hard phones for use throughout UMC's network. The Avaya Aura platform will be the central communication system able to integrate into other technologies (i.e. Teams) with additional software and services.

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#### CUSTOMER CONTACT INFORMATION

**NAME:** Don Barnwell  
**TITLE:** Executive Director, Information Technology  
**EMAIL:** don.barnwell@umcsn.com  
**PHONE:** (702)383-7840  
**CORE SITE:** 1800 West Charleston Blvd. Las Vegas, NV 89801

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#### EXECUTIVE SUMMARY

University Medical Center of Southern Nevada is a government hospital utilizing a Nortel CS1000 and Avaya Aura Contact Center, both of which are out of manufacturer support, servicing a main hospital and 17 additional clinics throughout the Las Vegas metro. There are two disparate systems in place serving USMCSN. Avaya is recommending the collapse, consolidation and modernization of the existing communication systems onto the most current Avaya Aura Communication platform.

1. **This solution is a recommendation to implement Avaya's latest Aura technology to mitigate vulnerabilities and potential software compromises.**
  - a. Latest software Patches and bug fixes
  - b. Major release upgrades (Professional Services required)
  - c. Manufacturer escalation for major/minor outages
  - d. Updated security patches
  - e. Priority resolution and escalation
  - f. Compatibility with UMC security software
  - g. Included expansion for growth
2. **End of Sale/support for both Nortel CS1000 7.65 and Avaya CM 6.3** – Currently all of UMCs telephone systems are out of date including the Nortel CS1000 7.65, Symposium, Call Pilot, and Avaya Aura 6.3 including CMS. This means no security patches or bug fixes are available going forward. Any remediation is on a best effort basis.
3. **Increase license capacity** – UMC has less than 50 licenses left to expand their IP phones and clinics on the existing platform. UMC is growing at a rapid rate and license constraints can affect the business. With the new Aura licensing, UMC will realize a 5% increase in total available unified communication and call center licenses. Subscription licenses can be expanded beyond that at any time through Avaya.
4. **SPOK and 3<sup>rd</sup> Party Integration** - UMC uses SPOK Operator Console at seven positions that act as a focal point for customers. The new Aura platform will enable UMC to deploy SPOK's most current release and



provide a CTI link so UMC customers can be easily transferred via a mouse click. UMC can utilize the full extent of SPOK feature functionality. Gage will also implement Kronos and Vocera integration as it exists today.

5. **Enhanced 911 Capabilities** – Gage is providing UMC with enhanced 911 capabilities with location identification for IP telephones as well as internal alerting.
6. **Avaya One Cloud Subscription** – this recommendation provides UMC with a subscription-based license that can be deployed on premise or in a hosted environment (Avaya's or UMC's) as UMC's future needs dictate. These licenses are transportable. Your Avaya subscription also includes manufacturer software support, monitoring and issue resolution. Subscription is for a period of 5 years and can be paid annually, or with additional discounting the entire term can be paid in advance.
7. **Investment Protection** – Avaya is providing UMC with additional credits against the system costs due to the existing Avaya platforms in place today. These credits are over and above standard discounting and included in the proposed pricing.

## INVESTMENT

System costs can be broken down into multiple categories as follows:

- **Subscription Costs:** These are the annual recurring subscription cost for the license and operating systems for the Avaya Communication Solution. These costs can be billed monthly or annually and are recommended for a period of 5 years (60 months) to secure the most cost-effective rate.
- **Capital costs** – are the one-time costs for the hardware in your communication system, consisting of telephones, gateways and other on-premises hardware required to support the applications.
- **Professional Services** – the one-time costs to implement, design, deploy and train on the system being deployed at UMC facilities.
- **Ongoing Support** – ongoing monthly or annual costs for manufacturer or vendor support to deploy patches, provide on-site support for equipment replacement or manage UMC's communication system. This cost can be structured as a partial offering (i.e. patches, security updates only) or a full managed service from Avaya.

### Hardware and Software – ATTACHED SCHEDULE A

Summary	TOTAL Contract	Year 1	Year 2-5
One Time hardware	\$1,150,396.65	\$1,150,396.65	\$0.00
Avaya Software Subscription	\$1,242,831.00	\$248,566.24	\$248,566.24/yr
<b>TOTAL</b>	<b>\$2,393,227.65</b>	<b>\$1,398,962.89</b>	<b>\$248,566.24/yr</b>

### Professional Services – ATTACHED SCHEDULE B

Summary	TOTAL Contract	Year 1	Year 2-5
Gage Support Services	\$557,674.40	\$135,648.00	\$104,756.60/yr
One Time Professional Svces	\$418,512.00	\$418,512.00	\$0.00
<b>TOTAL</b>	<b>\$973,186.40</b>	<b>\$554,160.00</b>	<b>\$104,756.60</b>

**Note: Ongoing support is provided by Gage Technologies and incorporates real time monitoring, maintenance and firmware/patch applications.**

**TOTAL INVESTMENT SCHED A and B  
\$3,366,414.05**

### MANAGED SERVICES

Avaya Aura Subscription includes remote monitoring and Avaya Software Support for trouble resolution. Hardware support (minus telephone instruments) is included in the annual fees described in Schedule A.

Gage Managed Services – This offering is direct with Gage and provides UMC with Managed Services to include the following as an enhancement to the basic alarm monitoring included with Subscription. Highlights of Gage Managed Services are as follows:

#### Gage Managed Service Elements

**Problem Management** – Provides for the lifecycle of actions aimed at preventing problems from reoccurring.

**Service Management** – Provides a designated service management interface to the Customer in support of the performance of the Managed Services.

**Service Desk** – Provides a level 2 service desk support for Customer's IT designated contacts for operational support during hours of coverage.

**Event Monitoring and Notification** – Monitors Supported Products for events that indicate an incident may be occurring, responding, and resolving alarms and providing notification update to customer.

**Incident Management** – Provides for the lifecycle of actions aimed at restoring Normal Service Operation impacted by an incident.

**Configuration Management** - Manages initial onboarding configuration for system/configuration backup to ensure device configuration availability.

**Change Management** - Develops and interlocks with Customer's change management process to ensure procedures are efficient and prompt.

**Back Up Management**- Avaya manages system/configuration backups to ensure device configuration availability.

**Release Management** - Provides for the identification, scheduling and remote deployment of minor software releases firmware updates, and service packs.

**Vendor Case Management** - With a Letter of Agency (LOA) from the Customer, Gage acts as Customer's agent and case manages, on Customer's behalf up to three (3) third-party vendors that are connected to the Supported Products.

**Field Dispatch:** Gage Managed Services provides for up to 80 hours annually of field dispatch at UMC's discretion.

## PROFESSIONAL SERVICES STATEMENT OF WORK

UMC is looking to implement a new Avaya Aura Communication System to consolidate its existing infrastructure comprised of an out of support Nortel and Avaya older release system, as well as provide for license expansion and future supportability. This Statement of Work describes the services to be provided by Gage Technologies for a full turnkey solution for UMC. This system will be deployed in parallel with existing systems to minimize user disruption.

### 1. Solution Overview

#### 1.1. Technical Narrative

- 1.1.1. **Gage Technologies' Avaya Aura Subscription** on-site instance solution will be deployed in two redundant locations (UMC Core location and Switch Data Center) and provide the following:

1.1.1.1. Avaya Aura Communication Manager deployed in a dual data center configuration. Critical systems are HA and geo-redundant. See APPENDIX B system design drawing (VMWare specifications to be provided).

1.1.1.2. (2400) SIP endpoints, provisioned for resiliency and redundancy.

1.1.1.3. {100} CC Elite voice-only agents, including Call Management System (CMS) reporting and 100% compliant call recording from Avaya.

1.1.1.4. Avaya G450 gateways/dual power with hardware to support up to (700) analog and 72 digital endpoints.

1.1.1.4.1. Support for 50 x 9508 digital telephones for those areas without CatV cabling at no additional charge.

1.1.1.5. The main hospital and each remote location will be deployed with licenses and equipment as listed in [Appendix A: Customer Locations](#).

1.1.2. Analog trunk (or station) integration with up to (4) existing Valcom paging interfaces at the main hospital will be included.

1.1.3. A comprehensive contact center design engagement will be required for the implementation team prior to deployment. Existing contact center call flows will be consolidated into new system to best reflect current customer needs.

1.1.3.1. To include CMS provisioning, dictionary build, and CMS Supervisor set up.

1.1.4. Gage Technologies will provide CTI licensing to integrate with SPOK attendant console software. Customer will coordinate with SPOK resources directly to integrate into Gage Technologies solution by utilizing SPOK resources.

## 2. Software Licensing & Hardware

### 2.1. Unified Communications Licensing

LICENSE TYPE	LICENSED	AVAILABLE
UC Core License	2400	2520
UC Analog License	700	735
Messaging Transcription License	20	20
3 <sup>rd</sup> Party CTI License	120	120
Avaya Aura Messaging License	2400	3255

### 2.2. Contact Center Agent Licensing

I Basic Voice Agent	100
I Avaya Call Recording WFO	100

### 2.3. Hardware

G450 local gateway hardware	6
MM710 E1/T1 Media Module	4
MM716 Analog Station Module	32
J179 IP Phone (SIP)	2,400
B199 Conference Phone	20
MM717 Digital Station Module (72 port)	3
9508 Avaya Digital Telephone	50

### 3. Service Delivery Overview

#### 3.1. SIP Trunking

- 3.1.1. Gage Technologies will provision (300) SIP call paths for PSTN access at the Primary and Secondary data centers. Two 23-channel PRI from alternative carrier will be connected via Avaya gateway to provide carrier resiliency in event of major network outage. Two ISDN-PRI interfaces will be provided for Rightfax integration.

### 4. Cabling

#### 4.1. Customer Provided Cabling

- 4.1.1. All station and distribution cabling from the main distribution frame (MDF) or intermittent distribution frame (IDF) to the station jack are Customer provided (either new or existing).
- 4.1.2. The condition of Customer provided cabling is the responsibility of Customer, including, but not limited to, backboard materials, patch panels, patch cables and cabling conduits.
- 4.1.3. All cabling must be properly terminated and labeled.
- 4.1.4. VoIP wiring infrastructure should meet minimum standards of Cat5e and ethernet standards for the delivery of Power over Ethernet (PoE). PoE power must meet 802.11af standards.
- 4.1.5. Non-VoIP wiring infrastructure should be accessible to Gage Technologies on 110/66-block terminations throughout all locations. Gage Technologies will not connect to other type termination blocks, and it is the responsibility of the customer to re-terminate (or extend) non-standard terminations to 110/66-blocks. (If requested, Gage Technologies will provide professional services to assist with this work at additional charge not included in this **SOW**.)
- 4.1.6. Customer will provide Gage Technologies' installation team with cable records and blueprints/floor plans that are coordinated with the cable records and show all data and voice locations that are relevant to Gage Technologies' work activities.
- 4.1.7. Gage Technologies assumes Customer will provide ethernet cables for telephone connection to ethernet jack, that all IP telephone cables are already connected to the Customer network via active PoE-enabled data port, and that additional patching is not required.
- 4.1.8. Customer is responsible for providing LAN Ethernet cable drops in every location where an Avaya gateway is deployed (MDF and each IDF).
- 4.1.9. Tone and tag operations are included in this work for analog station lines only.

### 5. Unified Communications Scope of Design and Implementation Services

The following describes installation services to be performed by Gage Technologies and/or its subcontractors and the terms and conditions under which the services will be provided.

## 5.1. Phases Specified

5.1.1. This project is priced as a **multi-phase** installation for the main hospital with remote sites being deployed in sequence and according to a mutually agreed upon schedule. Project Scheduling will require collaboration between Gage Technologies and Customer to ensure required equipment, resources, and site access have been considered.

5.1.1.1. **Phase I** - Gage Technologies & UMC project teams will coordinate the following:

- Deploy new Avaya Aura Subscription applications customer provided VM Ware
- Gather database/configuration from existing on-premise Avaya system
- Upload configuration to new Avaya Aura Subscription system using Provision, other tools and/or manual processes
- Deploy Avaya Call recording solution and provide Knowledge Transfer to supervisors for administration and use.
- Migrate agents and SIP tie trunks from old on-premise Avaya system to new Avaya Aura Subscription system during non-peak hours

5.1.1.2. **Phase II** – final - Gage Technologies & UMC project teams will coordinate the following:

- Gather all database/configuration from existing on-premise Nortel system
- Program new Avaya Aura Subscription applications to best reproduce and improve upon current Nortel configuration.
- Develop plan to gradually move groups of users from Nortel to Avaya Aura Subscription system, as well as porting associated DID ranges to SIP trunks
- Knowledge Transfer classes will be provided for each group of users prior to their migration from Nortel to Avaya
- Gage Technologies will cross connect analog trunking ports into Valcom Paging and test
- Dial plans on both Avaya and Nortel will be updated appropriately to accommodate proper call routing for all endpoints and trunks
- Gage Technologies will provide CTI licensing for SPOK integration with 8 seats. Gage Technologies understands the SPOK environment will be upgraded and ready to integrate. Any additional SPOK resources will be additional charged unless specifically scoped out.
- Integrate existing Chronos application into new Avaya Aura.
- Integrate Vocera into Avaya Communication Manager via SIP interface.

5.1.2. If the project schedule slips beyond a mutually agreed upon schedule for reasons outside of Gage Technologies' control, Gage Technologies will reschedule to the next available time slot and a change order may be required with additional costs.

## 5.2. Hardware and Software Installation

5.2.1. Gage Technologies will install the Avaya Aura Subscription servers in a virtual environment located in the customer premise and Switch Data Center.

5.2.2. Gage Technologies will install premises-based hardware as detailed in [Appendix A: Customer](#)

### Locations.

- 5.2.3. Customer will ensure the receipt of all hardware equipment, retain shipping documentation, inventory shipments by box count, and report any obvious external damages.
- 5.2.4. UMC will provide racks required for mounting of gateways in MDF. Racks are to be 2 post (or 4) and able to accommodate 6 gateways (8 U each) or 48 U.
- 5.2.5. Customer will provide complete and accurate information regarding the site to Gage Technologies.
- 5.2.6. The information provided to Gage Technologies by Customer and/or third parties representing the interest of Customer is assumed to be complete and correct.
- 5.2.7. Deviations from the provided information including but not limited to locations of buildings, existing cabling types and/or placements, building composition, and floor plans may adversely affect the course and success of the installation and may require remedial action resulting in delays and or change order(s) to be billed to Customer.
- 5.2.8. Please refer to Appendix A: Customer Locations for a break-down of ports to each in-scope customer location.

### 5.3. Endpoint Design and Programming

- 5.3.1. Gage Technologies will work with Customer's assigned resource to design telephone templates, button layout, and feature placement on telephone(s).

### 5.3.2. IP Endpoints

- 5.3.2.1. Gage Technologies will provide programming for up to 2500 VoIP Sets as detailed in Appendix A: Customer Locations

### 5.3.3. Analog Endpoints

- 5.3.3.1. Gage Technologies will provide programming for up to 700 Analog Sets as detailed in Appendix A: Customer Locations
- 5.3.3.2. Gage Technologies will not provide any analog phones or other analog endpoint hardware unless specifically listed in Appendix A: Customer Locations.

### 5.3.4. Desktop Softphones

- 5.3.4.1. Customer must confirm that the desktop device (PC, Mac, etc.) meets or exceeds the published minimum software and hardware requirements for the application being deployed.
- 5.3.4.2. Gage Technologies will provide programming assistance for up to ten (10) desktop softphones.
- 5.3.4.3. Customer will download and install softphone client on customer's

workstations/PCs

5.3.4.4. Customer will deploy the remaining softphones.

#### 5.3.5. Mobile Softphone

5.3.5.1. Customer must confirm that the mobile device (iPhone, iPad, Android) meets or exceeds the published minimum software and hardware requirements for the application being deployed.

5.3.5.2. Gage Technologies will provide programming assistance for up to ten (10) mobile clients.

5.3.5.3. Customer will download and install mobile softphone app on customer's mobile device.

5.3.5.4. Customer will deploy the remaining mobile apps.

#### 5.4. Endpoint Placement and Testing

5.4.1. Gage Technologies will place and test all VoIP endpoints.

5.4.1.1. For the placing and/or testing of telephones and/or other station equipment, Customer will provide Gage Technologies with clear access to the telephone jack and termination point without having to move furniture or other obstacles.

5.4.1.2. For telephones or devices requiring local power, the AC outlets at the desktop will be immediately available to the technician without the technician having to run extension cords, rearrange other devices or otherwise be delayed by, but not limited to, the location or availability of the AC outlet.

5.4.1.3. Patch cables for patching from switch patch panels to station cables should be existing and are not provisioned under this scope of work.

5.4.2. Gage Technologies will cross-connect all Analog endpoints

5.4.2.1. Gage Technologies will provide necessary hardware for analog stations including Avaya gateways & media modules, 25-pair riser cables (MM716) or solid-conductor patch cables (MM711), 110-blocks, 110-connectors and cross-connect.

5.4.2.2. Far-end station cable terminations will be on 110 or 66-blocks as defined in Section 4.1.5 under Customer Provided Cabling

5.4.3. Please refer to Appendix A: Customer Locations for a detailed break-down of endpoints being deployed at each in-scope customer location.

#### 5.5. Messaging

5.5.1. Gage Technologies will provide programming for up to (2400) voice mailboxes.

5.5.2. Gage Technologies will provide programming for up to (100) DTMF Auto Attendants, one (1) per in-



scope remote Customer location.

## 5.6. Trunking

### 5.6.1. Data Center(s)

5.6.1.1. Gage Technologies will provide programming for (300) SIP Call Paths for PSTN access terminating in the data centers.

5.6.1.2. Gage Technologies will provide programming for up to 300 SIP Tie Trunks for call routing between Avaya Aura Subscription system and existing Nortel.

### 5.6.2. UMC Hospital

5.6.2.1. Gage Technologies will provide PBX programming and Avaya gateway hardware to connect two (2) PRI circuits, each consisting of (1) D-channel and (23) B-channels, at the customer premises for PSTN/911 connectivity during a failover.

### 5.6.3. Other Services

5.6.3.1. Customer will provide coordination of all network services.

5.6.3.2. Customer will ensure that the applicable Telco and/or network facilities are delivered to the appropriate equipment location, the demarcation (DMARC) is located near the equipment connecting point, accurately configured and wiring is identified at the DMARC points.

## 5.7. 911 / e911 Support

This SOW document is designed to provide guidelines and define the tasks that need to be accomplished to complete the SENTRY™ E911 project. The SOW sets forth the responsibilities of both 911 Secure (Avaya Supplier) and Gage Technologies on behalf of University Medical Center Southern Nevada (**Client**).

The SENTRY™ system is being designed for Client to provide and manage detailed information pertaining to IP/SIP, analog and digital telephone sets in the current Client environment within the SENTRY™ database. As analog and digital interfaces do not have the same intelligence as IP/SIP devices, management of those device details will be maintained by the Client, either directly in the SENTRY™ system or in the PBX management software (which will then be downloaded into SENTRY™ by the SENTRY™ software). This will allow Client to ensure that the correct location is gathered and the delivery of relevant Emergency Locations Identification Numbers (ELIN) or automatic number Identification (ANI) information is delivered to the Public Safety Answering Point (PSAP) when 911 is dialed. Additionally, the SENTRY™ ELM will monitor the on-site notification (OSN) alerts available from the call server and add additional detail to those notifications to provide for much greater detail to first responders in Client enterprise via the SENTRY™ Beacon OSN Clients on Client provided PC's in addition to unlimited email/text messages. Additionally, the SENTRY™ Emergency Location Management solution (ELM) can provide for the location and discovery of IP/SIP Clients within Client enterprise environment and report those locations back to the Call Server to allow proper call routing and delivery of ELIN and ANI Information to the PSAP.

IP Ranges and associated ERL/ELE values for this implementation will be provided by the Client. A template for this information will be provided to Client by the Supplier project manager.

Additionally, Client has elected to move forward with the SENTRY™ Voice Positioning Center (ROUTING SERVICE) services for the correct routing of 911 calls to the proper PSAP regardless of where the call is being trunked from. Client will provide the list of ELIN's to be used for 911 purposes and the corresponding address information to Supplier for loading into the database.

5.7.1. Avaya will provide an enhanced 911 System to report to PSAP location information.

5.7.2. Gage Technologies and our partner Avaya are committed to compliance to e911 regulations.

5.7.3. Avaya Aura supports Enhanced 911 (e911) and is compliant with Kari's Law.

5.7.3.1. No prefix is required to dial 911.

5.7.3.2. Notification to a designated extension when a 911 call is made is supported.

5.7.4. Gage Technologies will apply any e911 related feature additions, enhancements, or software patches as they become available from the manufacturer and have undergone internal verification and testing by Gage Technologies.

#### 5.8. Dial Plan Design and Programming

5.8.1. During data collection, planning, and implementation phase, Gage Technologies project team will consult and collaborate with Customer on local dial-plan requirements.

5.8.2. Gage Technologies will support dial plan with extensions as short as 4 digits. It is recommended that UMC deploy a 5 digit or 7-digit dial plan.

5.8.3. Gage will coordinate dial plans between the existing systems and the new Avaya Aura.

#### 5.9. Systemwide Music On-Hold

5.9.1. If desired, Customer may provide Music on Hold as an MP3 or WAV formatted file.

### 6. Customer Network

Gage Technologies strongly recommends that Customer perform a VoIP readiness assessment at least once a year for existing networks and whenever substantial changes are made to the LAN or WAN.

#### 6.1. Customer LAN

Customer is responsible for providing a network infrastructure that has been designed using VoIP best practices and must adhere to strict guidelines to support voice including:

##### 6.1.1. LAN Best Practices

6.1.1.1. Customer's network will be carrying VoIP traffic, it must be designed with VoIP best practices and must adhere to strict guidelines to support voice including:

6.1.1.2. **Switched Network:** A full end to end switched Ethernet network is required for VoIP deployments. No unmanaged or non-QOS enabled networking devices will be connected to the network that will carry VoIP traffic. Large, flat networks should not be utilized for VoIP deployments.

6.1.1.3. **QOS:** Quality of service is a requirement of all VoIP implementations. Gage

Technologies recommends the use of layer 3 Diffserv (DSCP) for QOS tagging.

- 6.1.1.4. **Packet Loss:** The maximum loss of packets or frames between endpoints should be less than 1% for excellent voice quality.
- 6.1.1.5. **Network Delay:** One-way delay between endpoints should be less than 100ms for business communications quality and less than 80ms for toll quality voice.
- 6.1.1.6. **Network Jitter:** Variable network delay should average 20ms or less and less than 20% jitter and less than 10% broadcast traffic at all times. If multicast is to be used on the network, customer must identify its use to Gage Technologies.
- 6.1.1.7. **VLANs:** A separate VLAN is recommended for the portion of the network that will carry voice packets in order to minimize broadcast and data traffic as well as to reduce contention for the same bandwidth as the voice traffic.
  - 6.1.1.7.1. Most manufacturers require a dedicated LAN or VLAN where the VoIP equipment can communicate between devices. This dedicated network must have traffic restrictions in place for protection from broadcast traffic. Less than 15% of voice or data VLAN traffic should be broadcast.
  - 6.1.1.7.2. Security to prevent unauthorized access to the voice VLANs.
  - 6.1.1.7.3. Gage Technologies recommends that VLAN routing be done on a Layer 3 capable switch- never using a WAN router with a single interface.
- 6.1.1.8. **Power:** Customer network must include either PoE, or local power supplies to power the IP phones can be provided at additional cost.

#### 6.1.2. Customer Provisioned Switches/Prerequisites and Responsibilities

- 6.1.2.1. Customer is responsible for providing a technical or engineering resource that has extensive knowledge of Customer LAN and WAN configuration to serve as a single point of contact
  - 6.1.2.1.1. Customer technical resource will work with Gage Technologies software engineers for the development of a solution workbook.
  - 6.1.2.1.2. The Solution Workbook will document the assignment of various features and common services to include IP Address Schema, QoS template, DNS Naming Assignments, and DHCP configuration.
- 6.1.2.2. Avaya Aura uses standard IP address ranges that may conflict customer network ranges.
  - 6.1.2.2.1. Customer is responsible for verifying the Gage Technologies defined IP subnets that will be used in the Gage Technologies Data Centers do not overlap or conflict with any Customer IP subnets.
  - 6.1.2.2.2. Customer is responsible for providing a valid IP schema for Avaya Aura which will be validated by Gage Technologies's provisioning engineers.
  - 6.1.2.2.3. Gage Technologies service delivery team will confirm usable IP schema during discovery sessions.
- 6.1.2.3. Customer is responsible for providing a QOS enabled LAN with POE (Power over Ethernet) ports for all IP endpoints.
- 6.1.2.4. Customer is responsible for configuring QoS settings on the device(s) so that voice packets are marked in accordance with a Gage Technologies supported QoS policy and prioritized

on the Customer's network (LAN & MPLS / WAN).

- 6.1.2.5. Customer is responsible for defining and notifying Gage Technologies of the IP subnets and VLANs for all in scope Customer locations that will have service.
- 6.1.2.6. Customer is responsible for updating Customer DNS servers with application name resolution for any Avaya Aura application that requires name resolution.
- 6.1.2.7. Customer is responsible for setting up local DHCP servers to provide IP addressing and any other required information to the local Avaya IP devices, to include local gateways.
- 6.1.2.8. Any required changes to the software or hardware configuration of Customer's data infrastructure to adhere to best practices, or align with Avaya requirements, are not included in this scope of work.

## 7. Training and Knowledge Transfer

### 7.1. Curriculum

#### 7.1.1. Administrators

This remote administrator training gives learners the opportunity to explore the Avaya Aura Subscription platform - its features, and components. Using demonstrations, learners will come away with the knowledge required to administer the Avaya Aura user database.

Gage Technologies will provide knowledge transfer of the following administrative tasks:

- *Know the licensing Gage Technologies offers for Avaya Aura Subscription*
- *Describe the different solution components*
- *Navigate System Manager*
- *Create and modify Users*
- *Understand Users working with Voicemail*
- *Understand, Button Programming for Users*
- *Understanding the login feature for Hot Desking*
- *4-hour remote session for administrator*

#### 7.1.2. UC End-Users

Gage Technologies will provide remote knowledge transfer of the following user features:

- *Telephone access for outgoing calls*
- *Handling of incoming calls*
- *Voice messaging password*
- *Record greetings*
- *Messaging retrieval*
- *Other features designated by Customer.*
- *10 Sessions consisting of 1 hour each.*

#### 7.1.3. CC Agents & Supervisors

Gage Technologies will provide remote knowledge transfer of the following call center features:

- *Supervisor access to Avaya WFO for recording playback*

- 1 remote 4-hour session for CMS Supervisor
- 1 remote 4-hour session for Avaya WFO

## 7.2. Limitations

- 7.2.1. User training will be offered via Webex (or other) setting with remote instructor. Administrative training will be conducted remotely via web conferencing.
- 7.2.2. Gage Technologies' quote assumes all training will be conducted during normal business hours. At each location, all training classes are conducted remotely and in succession.
- 7.2.3. Customer is responsible for the attendance of its personnel at the time the classes are scheduled.
- 7.2.4. Supplemental training outside of the schedule and return trips for additional training are not included and will be an additional cost.

## 7.3. User Training Counts

Unified Communications	Onsite/Remote	User Count
System Administration	Remote	5
End-Users	Remote	2400

## 8. First Day of Business support

### 8.1. Main Hospital

- 8.1.1. Gage Technologies will provide (2) technicians for (3) days, (8) hours per day, to support the customer following new system cutover at the main hospital. If further support is required, additional labor will be added on a change order basis.

### 8.2. Remote Sites

- 8.2.1. Gage Technologies will provide (1) technician for (4) hours following new system cutover at each remote site. If further support is required, additional labor will be added on a change order basis.

## 9. Assumptions

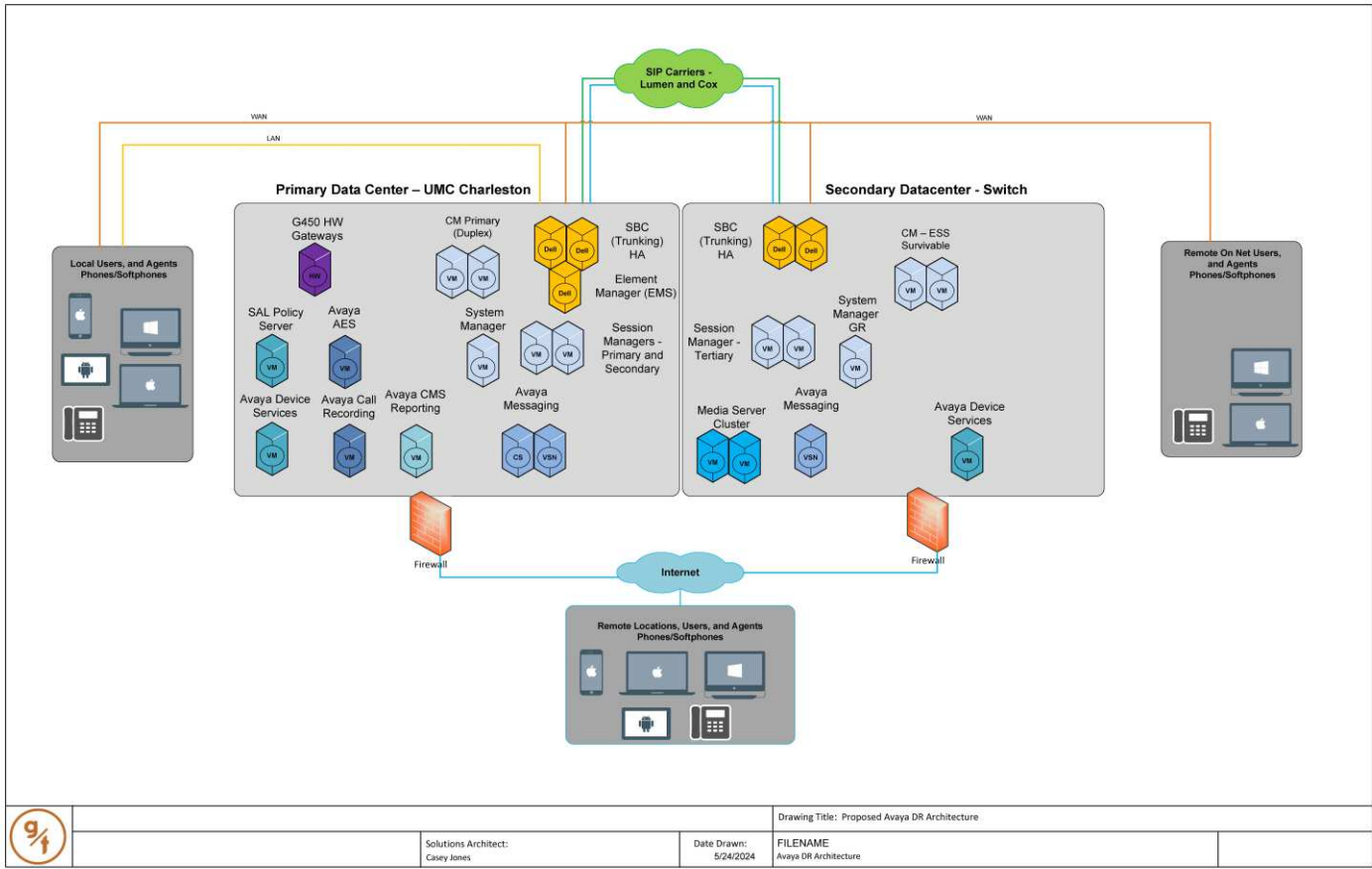
### 9.1. Risks and Dependencies

- 9.1.1. Gage Technologies will install the proposed solution with the latest manufacturer recommended version of software that is approved for cloud implementations. This may differ from the software version quoted.
- 9.1.2. Unless specifically stated otherwise in this statement of work, programming and project management services will be provided remotely.
- 9.1.3. Gage Technologies will provide remote data engineering services to be used for gathering information on the Customer provided Data Network, including IP address ranges, gateway IP.
- 9.1.4. Union Labor is NOT included in this SOW. If Union labor is a requirement, additional charges may apply.
- 9.1.5. Gage Technologies will leave all work areas in a "Broom Clean" state at the end of each workday and at the end of the project.
- 9.1.6. If customer is using VPN technology to connect to either VoIP phones or Media Gateways to a primary location, Gage Technologies cannot guarantee voice quality as there is no QoS on the public internet.

## APPENDIX A – CUSTOMER LOCATIONS

Addresses	City	State	User Core	J179	Analog
1800 West Charleston Blvd.	Las Vegas	NV	1720	1720	700
11860 Southern Highlands Suite 102	Las Vegas	NV	40	40	0
4760 Blue Diamond Rd. Suite 110	Las Vegas	NV	40	40	0
4180 S. Rainbow Blvd. Suite 810	Las Vegas	NV	40	40	0
9320 W Sahara Blvd.	Las Vegas	NV	40	40	0
2031 N. Buffalo Dr.	Las Vegas	NV	40	40	0
4231 N. Rancho Dr.	Las Vegas	NV	40	40	0
5785 Centennial Center Blvd.	Las Vegas	NV	40	40	0
8560 Losee Road	North Las Vegas	NV	40	40	0
63 N. Nellis Blvd. Suite 61	Las Vegas	NV	40	40	0
525 Marks Street	Las Vegas	NV	40	40	0
5757 Wayne Newton Blvd. Airport	Las Vegas	NV	40	40	0
1700 Wheeler Peak Drive	Las Vegas	NV	40	40	0
701 Shadow Lane 2nd Floor	Las Vegas	NV	40	40	0
2231 W. Charleston Blvd.	Las Vegas	NV	40	40	0
1524 Pinto Lane	Las Vegas	NV	40	40	0
901 Rancho Lane	Las Vegas	NV	40	40	0
2040 W. Charleston	Las Vegas	NV	40	40	0
5409 E. Lake Mead Blvd.	Las Vegas	NV	26	26	0
5755 E. Charleston Blvd.	Las Vegas	NV	40	40	0
710 S. Tonopah Dr.	Las Vegas	NV	20	20	0
300 S. Martin Luther King Blvd.	Las Vegas	NV	20	20	0
2100 W. Charleston Blvd.	Las Vegas	NV	40	40	0
<b>TOTAL</b>			<b>2400</b>	<b>2400</b>	<b>700</b>

APPENDIX B – SYSTEM DESIGN





**APPENDIX C– Co developed UMC timeline. Subject to change by mutual agreement.**

Phase	Start Date	End Date	Duration	Description
1. Contract/PO Issued	15-Sep-25	19-Sep-25	1 week	Finalize contracts, SOW, and issue Purchase Order to vendor(s).
2. Site Survey Conducted	22-Sep-25	26-Sep-25	1 week	Physical survey of all locations for equipment placement and infrastructure.
3. System Design	29-Sep-25	10-Oct-25	2 weeks	Design voice architecture, call flows, failover, integrations.
4. Equipment & Software Order	6-Oct-25	10-Oct-25	1 week	Order hardware, software licenses, handsets, gateways, etc.
5. Network/Facility Prep	13-Oct-25	7-Nov-25	4 weeks	Upgrade LAN/WAN, power, cabling, racks. Network QoS and VLANs configured.
6. System Installation & Config	10-Nov-25	5-Dec-25	4 weeks	Install servers, phones, and configure the new voice system.
7. Training	8-Dec-25	12-Dec-25	1 week	Conduct end-user and admin training. Create documentation.
8. Cutover / Migration	5-Jan-26	9-Jan-26	1 week	Migrate from old system to new system. Live testing and support.
9. Final Acceptance	12-Jan-26	31-Jan-26	3 weeks	Monitor performance, fix punch-list items, obtain customer sign-off.

SCHEDULE A: Hardware and Software costs

SUMMARY OF COSTS

SUMMARY	TOTALCONTRACT	YEAR 1	YEAR 2 - 5
One Time Hardware	\$ 1,150,396.65	\$ 1,150,396.65	\$ -
Avaya Subscription	\$ 1,242,831.00	\$ 248,566.24	\$ 248,566.20/yr
TOTAL	\$ 2,393,227.65	\$ 1,398,962.89	\$ 248,566.20/yr

Main DC Hardware

Description	Price	Qty	Ext. Price
AVAYA HARDWARE / SOFTWARE			
AVAYA COMMUNICATIONS SOLUTION	\$0.00	1	\$0.00
AWE 15.2 20.1 APPLICATION TRACKING CODE	\$0.00	1	\$0.00
CALL MANAGEMENT SYSTEM MODEL	\$0.00	1	\$0.00
SUPPORT ADVANTAGE REPORTING MODEL	\$0.00	1	\$0.00
AVAYA MESSAGING MODEL NEW	\$0.00	1	\$0.00
CM S87XX MODEL	\$0.00	1	\$0.00
POWER CORD USA	\$17.25	18	\$310.50
MM711 ANALOG MEDIA MODULE RHS	\$1,800.00	3	\$5,400.00
MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$3,375.00	32	\$108,000.00
120A CSU CABLE 50 FEET RHS	\$117.90	4	\$471.60
MM710B E1/T1 MEDIA MODULE	\$3,375.00	6	\$20,250.00
G450 MP160 MEDIA GATEWAY	\$11,841.30	6	\$71,047.80
G450 R2 POWER SUPPLY	\$1,125.00	6	\$6,750.00
C5 POWER CORD NORTH AMERICA	\$17.25	20	\$345.00
J179 IP PHONE GLOBAL NO POWER SUPPLY	\$375.00	2400	\$900,000.00
AVAYA B199	\$899.25	20	\$17,985.00

## Main DC Hardware

Description	Price	Qty	Ext. Price
<b>AVAYA B199/VANTAGE 3 POE INJECTOR KIT</b>	\$89.25	20	\$1,785.00
<b>ASP 110 DELL R360 MIDRANGE SERVER ASBCE</b>	\$3,600.00	3	\$10,800.00

Subtotal: **\$1,143,144.90**

## Secondary DC Hardware

Description	Price	Qty	Ext. Price
<b>AVAYA COMMUNICATIONS SOLUTION</b>	\$0.00	1	\$0.00
<b>CM S87XX MODEL</b>	\$0.00	1	\$0.00
<b>UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE</b>	\$0.00	1	\$0.00
<b>APS NETWORK READINESS ASSESSMENT SURVEY - VENDOR PROVIDED</b>	\$0.00	1	\$0.00
<b>POWER CORD USA</b>	\$17.25	3	\$51.75
<b>ASP 110 DELL R360 MIDRANGE SERVER ASBCE</b>	\$3,600.00	2	\$7,200.00

Subtotal: **\$7,251.75**

## Annual Software Subscription - Year 1

Description	Price	Qty	Ext. Price
<b>AVAYA SUBSCRIPTION</b>			
<b>UC MSG TRANSCRIPTION LIC FIXED SUBS</b>	\$14.56	20	\$291.20
<b>CC BASIC VOICE LICENSE FIXED SUBS ADJ LP</b>	\$445.73	100	\$44,573.00
<b>3RD PARTY CTI LICENSE FIXED SUBS ADJ LP</b>	\$18.91	120	\$2,269.20
<b>CC WE ACRA REC PKG LIC FIXED SUBS 5YR AN PREPD, PRODUCT SUBSCRIPTION</b>	\$259.20	100	\$25,920.00
<b>UC ESSENTIALS LICENSE FIXED SUBS ADJ LP</b>	\$36.96	720	\$26,611.20
<b>UC ADVANCED LICENSE FIXED SUBS ADJ LP</b>	\$54.72	2600	\$142,272.00
<b>AVAYA HARDWARE SUPPORT</b>			
<b>SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL</b>	\$0.00	1	\$0.00
<b>MAINTENANCE COMPREHENSIVE SUPPORT MODEL</b>	\$0.00	1	\$0.00
<b>UTILITY MAINTENANCE AVAVA CONFERENCE PHONES HARDWARE</b>	\$0.00	1	\$0.00
<b>AVAYA B199 MAINT</b>	\$1.00	20	\$20.00

## Annual Software Subscription - Year 1

Description	Price	Qty	Ext. Price
<b>SUPPORT ADVANTAGE MODEL</b>	\$0.00	1	\$0.00
<b>SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD</b>	\$501.60	6	\$3,009.60
<b>SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD</b>	\$720.00	5	\$3,600.00

Subtotal: **\$248,566.20**

## Annual Software Subscription - Year 2

Description	Price	Qty	Ext. Price
<b>AVAYA SUBSCRIPTION</b>			
<b>UC MSG TRANSCRIPTION LIC FIXED SUBS</b>	\$14.56	20	\$291.20
<b>CC BASIC VOICE LICENSE FIXED SUBS ADJ LP</b>	\$445.73	100	\$44,573.00
<b>3RD PARTY CTI LICENSE FIXED SUBS ADJ LP</b>	\$18.91	120	\$2,269.20
<b>CC WE ACRA REC PKG LIC FIXED SUBS 5YR AN PREPD, PRODUCT SUBSCRIPTION</b>	\$259.20	100	\$25,920.00
<b>UC ESSENTIALS LICENSE FIXED SUBS ADJ LP</b>	\$36.96	720	\$26,611.20
<b>UC ADVANCED LICENSE FIXED SUBS ADJ LP</b>	\$54.72	2600	\$142,272.00
<b>AVAYA HARDWARE SUPPORT</b>			
<b>SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL</b>	\$0.00	1	\$0.00
<b>MAINTENANCE COMPREHENSIVE SUPPORT MODEL</b>	\$0.00	1	\$0.00
<b>UTILITY MAINTENANCE AVAYA CONFERENCE PHONES HARDWARE</b>	\$0.00	1	\$0.00
<b>AVAYA B199 MAINT</b>	\$1.00	20	\$20.00
<b>SUPPORT ADVANTAGE MODEL</b>	\$0.00	1	\$0.00
<b>SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD</b>	\$501.60	6	\$3,009.60
<b>SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD</b>	\$720.00	5	\$3,600.00

Subtotal: **\$248,566.20**

## Annual Software Subscription - Year 3

Description	Price	Qty	Ext. Price
<b>AVAYA SUBSCRIPTION</b>			
<b>UC MSG TRANSCRIPTION LIC FIXED SUBS</b>	\$14.56	20	\$291.20

## Annual Software Subscription - Year 3

Description	Price	Qty	Ext. Price
CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$445.73	100	\$44,573.00
3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$18.91	120	\$2,269.20
CC WE ACRA REC PKG LIC FIXED SUBS 5YR AN PREPD, PRODUCT SUBSCRIPTION	\$259.20	100	\$25,920.00
UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$36.96	720	\$26,611.20
UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$54.72	2600	\$142,272.00
AVAYA HARDWARE SUPPORT			
SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	\$0.00	1	\$0.00
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
UTILITY MAINTENANCE AVAYA CONFERENCE PHONES HARDWARE	\$0.00	1	\$0.00
AVAYA B199 MAINT	\$1.00	20	\$20.00
SUPPORT ADVANTAGE MODEL	\$0.00	1	\$0.00
SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$501.60	6	\$3,009.60
SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$720.00	5	\$3,600.00

Subtotal: **\$248,566.20**

## Annual Software Subscription - Year 4

Description	Price	Qty	Ext. Price
AVAYA SUBSCRIPTION			
UC MSG TRANSCRIPTION LIC FIXED SUBS	\$14.56	20	\$291.20
CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$445.73	100	\$44,573.00
3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$18.91	120	\$2,269.20
CC WE ACRA REC PKG LIC FIXED SUBS 5YR AN PREPD, PRODUCT SUBSCRIPTION	\$259.20	100	\$25,920.00
UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$36.96	720	\$26,611.20
UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$54.72	2600	\$142,272.00
AVAYA HARDWARE SUPPORT			
SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	\$0.00	1	\$0.00
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00

## Annual Software Subscription - Year 4

Description	Price	Qty	Ext. Price
UTILITY MAINTENANCE AVAYA CONFERENCE PHONES HARDWARE	\$0.00	1	\$0.00
AVAYA B199 MAINT	\$1.00	20	\$20.00
SUPPORT ADVANTAGE MODEL	\$0.00	1	\$0.00
SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$501.60	6	\$3,009.60
SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$720.00	5	\$3,600.00

Subtotal: **\$248,566.20**

## Annual Software Subscription - Year 5

Description	Price	Qty	Ext. Price
AVAYA SUBSCRIPTION			
UC MSG TRANSCRIPTION LIC FIXED SUBS	\$14.56	20	\$291.20
CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$445.73	100	\$44,573.00
3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$18.91	120	\$2,269.20
CC WE ACRA REC PKG LIC FIXED SUBS 5YR AN PREPD, PRODUCT SUBSCRIPTION	\$259.20	100	\$25,920.00
UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$36.96	720	\$26,611.20
UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$54.72	2600	\$142,272.00
AVAYA HARDWARE SUPPORT			
SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	\$0.00	1	\$0.00
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
UTILITY MAINTENANCE AVAYA CONFERENCE PHONES HARDWARE	\$0.00	1	\$0.00
AVAYA B199 MAINT	\$1.00	20	\$20.00
SUPPORT ADVANTAGE MODEL	\$0.00	1	\$0.00
SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$501.60	6	\$3,009.60
SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$720.00	5	\$3,600.00

Subtotal: **\$248,566.20**

SCHEDULE A: HARDWARE AND SOFTWARE SUMMARY

Description	Amount
Main DC Hardware	\$1,143,144.90
Secondary DC Hardware	\$7,251.75
Annual Software Subscription - Year 1	\$248,566.20
Annual Software Subscription - Year 2	\$248,566.20
Annual Software Subscription - Year 3	\$248,566.20
Annual Software Subscription - Year 4	\$248,566.20
Annual Software Subscription - Year 5	\$248,566.20

Total: \$2,393,227.65

Schedule B: Professional Services

SUMMARY	TOTAL CONTRACT	YEAR 1	YEAR 2 - 5
Gage Support Services	\$ 554,674.40	\$ 135,648.00	\$ 104,756.60/yr
One Time Pro Services	\$ 418,512.00	\$ 418,512.00	\$ -
<b>TOTAL</b>	<b>\$ 973,186.40</b>	<b>\$ 554,160.00</b>	<b>\$ 104,756.60/yr</b>

Professional Services - Gage

Description	Price
<b>GAGE PRO SERVICES</b>	<b>\$234,555.00</b>
<b>GAGE PRO SERVICES - E911 DESIGN AND DEPLOYMENT</b>	<b>\$35,832.00</b>
<b>GAGE PRO SERVICES - FIELD TECH ONSITE DEPLOYMENT</b>	\$148,125.00

Subtotal: **\$418,512.00**

Annual Support, Patch and Cert Management - Year 1

Description	Price	Qty	Ext. Price
<b>GAGE SUPPORT / MONITORING / BI-ANNUAL PATCHING</b>	<b>\$83,148.00</b>	<b>1</b>	<b>\$83,148.00</b>

Subtotal: **\$83,148.00**

Annual Support, Patch and Cert Management - Year 2

Description	Price	Qty	Ext. Price
<b>GAGE SUPPORT / MONITORING / BI-ANNUAL PATCHING</b>	<b>\$83,148.00</b>	<b>1</b>	<b>\$83,148.00</b>

Subtotal: **\$83,148.00**

Annual Support, Patch and Cert Management - Year 3

Description	Price	Qty	Ext. Price
<b>GAGE SUPPORT / MONITORING / BI-ANNUAL PATCHING</b>	<b>\$83,148.00</b>	<b>1</b>	<b>\$83,148.00</b>

Subtotal: **\$83,148.00**



## Annual Support, Patch and Cert Management - Year 4

Description	Price	Qty	Ext. Price
<b>GAGE SUPPORT / MONITORING / BI-ANNUAL PATCHING</b>	<b>\$83,148.00</b>	<b>1</b>	<b>\$83,148.00</b>

Subtotal: **\$83,148.00**

## Annual Support, Patch and Cert Management - Year 5

Description	Price	Qty	Ext. Price
<b>GAGE SUPPORT / MONITORING / BI-ANNUAL PATCHING</b>	<b>\$83,148.00</b>	<b>1</b>	<b>\$83,148.00</b>

Subtotal: **\$83,148.00**

## 911Secure - Year 1

Description	Price	Qty	Ext. Price
<b>SENTRY E911 SW ONLY 2501 TO 5K ENDPTS</b>	\$7,200.00	1	\$7,200.00
<b>SENTRY E911 SCOUT FOR AVAYA AURA CM/AES/SESSION MANAGER</b>	\$1,128.00	1	\$1,128.00
<b>SENTRY E911 INTERNAL/EXTERNAL/MAC LOC TRCKR</b>	\$1,128.00	1	\$1,128.00
<b>SENTRY E911 BEACON</b>	\$77.00	20	\$1,540.00
<b>SENTRY BEACON W/ERL/ELE FILTERING AND 20 NOTIFICATION DOMAINS</b>	\$2,055.00	1	\$2,055.00
<b>SENTRY END POINT LICENSING FOR 1 TO 5000 ENDPOINTS LIC:DS</b>	\$5.15	3300	\$16,995.00
<b>SENTRY VPC NETWORK ESTABLISHMENT 1000 PLUS TOTAL ENDPTS</b>	\$6,175.00	1	\$6,175.00
<b>SENTRY VPC NETWORK ESTABLISHMENT RECORD ACTIVATION 1 TO 250</b>	\$10.00	331	\$3,310.00
<b>SENTRY DISPATCHER AND SENTRY GATEKEEPER</b>	\$6,170.00	1	\$6,170.00
<b>SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS</b>	\$5,769.00	1	\$5,769.00
<b>SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS TRACK</b>	\$0.00	1	\$0.00
<b>ANNUAL EMERGENCY CALL RESPONSE CENTER 1000 PLUS ENDPTS</b>	\$1,030.00	1	\$1,030.00

Subtotal: **\$52,500.00**

## 911Secure - Year 2

Description	Price	Qty	Ext. Price
<b>SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS</b>	\$3,021.68	1	\$3,021.68
<b>SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS TRACK</b>	\$0.00	1	\$0.00

Description	Price	Qty	Ext. Price
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT	\$324.96	1	\$324.96
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP	\$324.96	1	\$324.96
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP TRACK	\$0.00	1	\$0.00
SENTRY E911 BEACON ANNUAL SUPPORT	\$100.00	20	\$2,000.00
SENTRY E911 BEACON ANNUAL SUPPORT TRACK	\$0.00	20	\$0.00
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS	\$794.04	1	\$794.04
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS TRACK	\$0.00	1	\$0.00
SENTRY ENDPOING LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS	\$1.80	3300	\$5,940.00
SENTRY ENDPOING LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS TRACK	\$0.00	3300	\$0.00
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT	\$1,992.96	1	\$1,992.96
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS	\$6,180.00	1	\$6,180.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS TRACK	\$0.00	1	\$0.00
ANNUAL EMERGENCY CALL RESPONSE CENTER 1000 PLUS ENDPTS	\$1,030.00	1	\$1,030.00

Subtotal: **\$21,608.60**

Description	Price	Qty	Ext. Price
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS	\$3,021.68	1	\$3,021.68
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS TRACK	\$0.00	1	\$0.00
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT	\$324.96	1	\$324.96
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP	\$324.96	1	\$324.96

## 911Secure - Year 3

Description	Price	Qty	Ext. Price
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP TRACK	\$0.00	1	\$0.00
SENTRY E911 BEACON ANNUAL SUPPORT	\$100.00	20	\$2,000.00
SENTRY E911 BEACON ANNUAL SUPPORT TRACK	\$0.00	20	\$0.00
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS	\$794.04	1	\$794.04
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS TRACK	\$0.00	1	\$0.00
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS	\$1.80	3300	\$5,940.00
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS TRACK	\$0.00	3300	\$0.00
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT	\$1,992.96	1	\$1,992.96
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS	\$6,180.00	1	\$6,180.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS TRACK	\$0.00	1	\$0.00
ANNUAL EMERGENCY CALL RESPONSE CENTER 1000 PLUS ENDPTS	\$1,030.00	1	\$1,030.00

Subtotal: **\$21,608.60**

## 911Secure - Year 4

Description	Price	Qty	Ext. Price
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS	\$3,021.68	1	\$3,021.68
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS TRACK	\$0.00	1	\$0.00
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT	\$324.96	1	\$324.96
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP	\$324.96	1	\$324.96
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP TRACK	\$0.00	1	\$0.00
SENTRY E911 BEACON ANNUAL SUPPORT	\$100.00	20	\$2,000.00
SENTRY E911 BEACON ANNUAL SUPPORT TRACK	\$0.00	20	\$0.00

Description	Price	Qty	Ext. Price
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS	\$794.04	1	\$794.04
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS TRACK	\$0.00	1	\$0.00
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS	\$1.80	3300	\$5,940.00
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS TRACK	\$0.00	3300	\$0.00
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT	\$1,992.96	1	\$1,992.96
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS	\$6,180.00	1	\$6,180.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS TRACK	\$0.00	1	\$0.00
ANNUAL EMERGENCY CALL RESPONSE CENTER 1000 PLUS ENDPTS	\$1,030.00	1	\$1,030.00

Subtotal: **\$21,608.60**

Description	Price	Qty	Ext. Price
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS	\$3,021.68	1	\$3,021.68
SENTRY E911 ANNUAL SUPPORT 2501 TO 5K ENDPTS TRACK	\$0.00	1	\$0.00
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT	\$324.96	1	\$324.96
SENTRY E911 AVAYA AURA/SM SCOUT ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP	\$324.96	1	\$324.96
SENTRY E911 INTERNAL/EXTERNAL/MAC LOCATIONS TRACKER ANNUAL SUPP TRACK	\$0.00	1	\$0.00
SENTRY E911 BEACON ANNUAL SUPPORT	\$100.00	20	\$2,000.00
SENTRY E911 BEACON ANNUAL SUPPORT TRACK	\$0.00	20	\$0.00
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS	\$794.04	1	\$794.04
SENTRY BEACON FILTERING ANNUAL SUPPORT 20 DOMAINS TRACK	\$0.00	1	\$0.00
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS	\$1.80	3300	\$5,940.00

Description	Price	Qty	Ext. Price
SENTRY ENDPONG LICENSE ANNUAL SUPPORT 1 TO 5000 ENDPOINTS TRACK	\$0.00	3300	\$0.00
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT	\$1,992.96	1	\$1,992.96
SENTRY DISPATCHER GATEKEEPER ANNUAL SUPPORT TRACK	\$0.00	1	\$0.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS	\$6,180.00	1	\$6,180.00
SENTRY VPC ANN MIN CODE 500 ANN FEE INCL 250 RCD ENDPT 2000 PLUS TRACK	\$0.00	1	\$0.00
ANNUAL EMERGENCY CALL RESPONSE CENTER 1000 PLUS ENDPTS	\$1,030.00	1	\$1,030.00

Subtotal: **\$21,608.60**

Schedule B Professional Services Description-Summary	Amount
Professional Services - Gage	\$418,512.00
Annual Support, Patch and Cert Management - Year 1	\$83,148.00
Annual Support, Patch and Cert Management - Year 2	\$83,148.00
Annual Support, Patch and Cert Management - Year 3	\$83,148.00
Annual Support, Patch and Cert Management - Year 4	\$83,148.00
Annual Support, Patch and Cert Management - Year 5	\$83,148.00
911Secure - Year 1	\$52,500.00
911Secure - Year 2	\$21,608.60
911Secure - Year 3	\$21,608.60
911Secure - Year 4	\$21,608.60
911Secure - Year 5	\$21,608.60

Total: **\$973,186.40**

**EXHIBIT B**  
**AVAYA AURA UNIFIED COMMUNICATIONS SOLUTION**  
**INSURANCE REQUIREMENTS**

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

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

P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:

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

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





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME</b> ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> <b>2. //TYPE//S NAME</b> ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC #

**3. COMPANY'S  
BEST KEY  
RATING**

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

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

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

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

Avaya Aura Unified Communications Solution

**9. CERTIFICATE HOLDER****CANCELLATION**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
C/O CONTRACTS MANAGEMENT

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

1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	<b>10.</b> AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: AVAYA AURA UNIFIED COMMUNICATIONS SOLUTION

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

**ATTACHMENT 1 (OPTIONAL)**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,  
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as **PROJECT**;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

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

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

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

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

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

## EXHIBIT D

### Business Associate Agreement

This Agreement is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Gage Technologies Inc.**, with its principal place of business at 215 Mary Ave Suite 306, Waco, Texas, 76707 (hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

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

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

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

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

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

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

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

#### I. DEFINITIONS

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

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

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

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

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

#### II. ACKNOWLEDGMENTS

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

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form

(including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

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

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

### V. RIGHT TO AUDIT

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

systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

#### VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
  - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
  - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
  - (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

#### VII. TERMINATION

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

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

#### VIII. MISCELLANEOUS

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

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

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

*[Signature Page to Follow]*



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

COVERED ENTITY:

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

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

BUSINESS ASSOCIATE:

By: Kristopher McGreevey  
Kristopher McGreevey  
President & CEO

Date: 11/08/2025

## EXHIBIT E TRAVEL POLICY

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

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

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

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

Parking: Airport parking (Economy Lot only)

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

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

Rental Vehicles:

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

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

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

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

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

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

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

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

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




# Professional Services

Final Audit Report

2025-08-11

Created:	2025-08-11
By:	Justin Curtis (justin.curtis@gagotech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZL75rWsRIFQpRs9iCYBN6ki6ELAiAuoB

## "Professional Services" History

-  Document created by Justin Curtis (justin.curtis@gagotech.com)  
2025-08-11 - 12:52:23 PM GMT- IP address: 149.20.195.72
-  Document emailed to Kristopher McGreevey (kmcgreevey@gagotech.com) for signature  
2025-08-11 - 12:52:31 PM GMT
-  Email viewed by Kristopher McGreevey (kmcgreevey@gagotech.com)  
2025-08-11 - 2:39:15 PM GMT- IP address: 199.27.33.182
-  Document e-signed by Kristopher McGreevey (kmcgreevey@gagotech.com)  
Signature Date: 2025-08-11 - 2:39:57 PM GMT - Time Source: server- IP address: 199.27.33.182
-  Agreement completed.  
2025-08-11 - 2:39:57 PM GMT



Quotation

Quote:

Quote Name:

Rev. Number:

Quote Type:

EXT-6334552867

UMC-Avaya Phone Project

1

Standard Quote

Currency:

Exchange Rate:

Terms:

Valid Dates:

USD

1.0

Net 30

18-Jun-2025 - 16-Sep-2025

All Terms For This Quote Will Be Governed By UMCSN CONTRACT ID 325825. Please Reference Contract # and Quote # on all PO's

Prepared For		Sales Contact	
Quote To:	University Medical Center of Southern Nevada 1800 W Charleston Blvd. Las Vegas, NV 89102	Name:	Eric Rowe  Brian Rupiper
Contact:	Hung Tran		
Phone:	+1(702) 207-8353	Phone:	+1 9494002477 +1 208-769-9920
Cell:		Cell:	+1 9494002477 +1 2088190823
Fax:		Fax:	+1 208-664-5184
Email:	hung.tran@umcsn.com	Email:	erowe@extremenetworks.com brupiper@extremenetwo

#	Part Number	Covd. Item	Qty	(Days)	Description	Net Price	Extended Net Price
	1 5420M-48W-4YE		5		5420M 48port 802.3bt 90w PoE Switch	\$5,690.00	\$28,450.00
	2 97004-5420M-48W-4YE	5420M-48W-4YE	5	365	EW NBD AHR 5420M-48W-4YE	\$496.00	\$2,480.00
	3 XN-ACPWR-1200W-FB		10		1200W AC PSU FB	\$797.50	\$7,975.00
	4 10138		10		15P,C13,ST	\$12.50	\$125.00
	5 25G-LR-SFP10KM		8		25G LR SFP28 10km	\$1,029.50	\$8,236.00
	6 10G-DACP-SFPZ5M		2		10G PASSIVE DAC SFP+ 0.5M	\$91.00	\$182.00

Products Subtotal	\$44,968.00
Service Subtotal	\$2,480.00
Training Subtotal	\$0.00
Professional Services	\$0.00
Subscription Subtotal	\$0.00
Total*	\$47,448.00
*plus applicable tax	

**Account name: 10269608**

UNIVERSITY MEDICAL CENTER OF S NV  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

**SHIP-TO**

UNIVERSITY MEDICAL CENTER OF S NV  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

**We deliver according to the following terms:**

**Payment Terms** : Net 60 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

One time, non-recurring purchase

**Quotation**

**Quotation Number** : 0228516278  
**Document Date** : 05-JUN-2025  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Chris Carter  
**Email** : CHRIS.CARTER@INSIGHT.COM  
**Phone** : +14804096531  
**Sales Rep 2** : Kendra Fisher  
**Email** : KENDRA.FISHER@INSIGHT.COM  
**Phone** : +14803667326

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">PDU1215</a>	Tripp Lite PDU Basic 120V 1.8kW 15A 5-15R 13 Outlet 5-15P Horizontal 1URM - horizontal rackmount - power distribution unit - 1.8 kW	9		
<a href="#">SMX1500RM2UCNC</a>	APC Smart-UPS X SMX1500RM2UCNC - UPS - Watt - 1500 VA - with APC SmartConnect	6		
Product Subtotal				9,323.19
TAX				0.00
Total				9,323.19

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Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Chris Carter  
+14804096531  
[CHRIS.CARTER@INSIGHT.COM](mailto:CHRIS.CARTER@INSIGHT.COM)

Kendra Fisher  
+14803667326  
[KENDRA.FISHER@INSIGHT.COM](mailto:KENDRA.FISHER@INSIGHT.COM)

This Quotation is issued pursuant to and will be accepted subject to the Terms of Contract # HPG-7581 (HealthTrust); Expiration Date: 8/28/2025. In the event of conflict between Contract # HPG-7581 (HealthTrust) and the Nevada Revised Statutes, Nevada law will prevail.

---

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote before finalizing any subsequent or impacted proposals, quotes, and orders.

<https://www.insight.com/terms-and-policies>

**Account name: 10269608**

UNIVERSITY MEDICAL CENTER OF S NV  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

**SHIP-TO**

UNIVERSITY MEDICAL CENTER OF S NV  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

**We deliver according to the following terms:**

**Payment Terms** : Net 60 days  
**Ship Via** : PERIMETER INTERNATIONAL/LTL  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

One time, non-recurring purchase

**Quotation**

**Quotation Number** : [0228527190](#)  
**Document Date** : 10-JUN-2025  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Chris Carter  
**Email** : [CHRIS.CARTER@INSIGHT.COM](mailto:CHRIS.CARTER@INSIGHT.COM)  
**Phone** : +14804096531  
**Sales Rep 2** : Kendra Fisher  
**Email** : [KENDRA.FISHER@INSIGHT.COM](mailto:KENDRA.FISHER@INSIGHT.COM)  
**Phone** : +14803667326

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">RB-2P84</a>	Hammond RB-2P Series - rack mounting frame - 48U	3		
Product Subtotal				1,584.99
Freight				257.23
TAX				0.00
Total				1,842.22

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[CHRIS.CARTER@INSIGHT.COM](mailto:CHRIS.CARTER@INSIGHT.COM)

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**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

One time, non-recurring purchase

**Quotation**

**Quotation Number** : [0228554793](#)  
**Document Date** : 18-JUN-2025  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Chris Carter  
**Email** : [CHRIS.CARTER@INSIGHT.COM](mailto:CHRIS.CARTER@INSIGHT.COM)  
**Phone** : +14804096531  
**Sales Rep 2** : Christine Joy Fernandez  
**Email** : [CHRISTINEJOY.FERNANDEZ@INSIGHT.COM](mailto:CHRISTINEJOY.FERNANDEZ@INSIGHT.COM)  
**Phone** :

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">700513631</a>	Avaya - telephone wall mount kit for VoIP phone	300		
Product Subtotal				5,394.00
TAX				0.00
Total				5,394.00

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Sincerely,

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+14804096531  
[CHRIS.CARTER@INSIGHT.COM](mailto:CHRIS.CARTER@INSIGHT.COM)

Christine Joy Fernandez  
[CHRISTINEJOY.FERNANDEZ@INSIGHT.COM](mailto:CHRISTINEJOY.FERNANDEZ@INSIGHT.COM)

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<https://www.insight.com/terms-and-policies>



Quote # 12901680

Proposal										
Pricing Prepared For			Prepared On		Price Valid Until		Currency	Total Mrc	Total Nrc	
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA			06/11/2025		09/08/2025		USD	0.00	0.00	
Voice Complete Standard										
Term	Total Mrc				Total Nrc			# Sites		
3 Years	See Rate Sheet				See Rate Sheet			See Rate Sheet		
Summary					Coordinated Services					
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID		
.00		.00								
Product Details										
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete			See Rate Sheet							
Prepaid Minute Plan			See Rate Sheet							

Terms and Conditions Governing This Order

1. Lumen is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 day's written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure the services of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

12. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

911 Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf>.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	



Voice Rate Sheet  
Deal# 11666693  
Quote# 12901680

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	USD	3 Years	9/8/2025	11/27/2024 10:18:05 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	8.00	27.00	34.00	38.00	87.00	8.00
GBP	6.37	21.50	27.08	30.26	69.28	6.37
EUR	7.63	25.75	32.43	36.24	82.98	7.63

\*Plan maximum included minutes of 5000 minutes per CCP.  
☐ Plan 1 includes United States Local Calling  
☐ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France  
☐ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany  
☐ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands  
☐ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone  
☐ Measured: Every call is rated.

CCP (Concurrent Call Path)					
Call Type Feature					
Currency	Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes
	MRC	NRC	MRC	NRC	MRC      NRC
USD		100.00		250.00	10.00      15.00
GBP		79.63		199.08	7.96      11.95
EUR		95.38		238.45	9.54      14.31

Feature Packs					
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack
	MRC	NRC	MRC	NRC	MRC      NRC
USD			3.00		3.00
GBP			2.39		2.39
EUR			2.86		2.86

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5

	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	24.00	89.78	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	19.11	71.49	101.17	133.78	287.43
50,000 Prepaid Minutes	95.56	397.17	505.87	648.01	1437.13
100,000 Prepaid Minutes	191.12	794.34	1011.74	1296.03	2874.26
250,000 Prepaid Minutes	453.91	1926.28	2402.88	3078.06	6826.36
500,000 Prepaid Minutes	888.70	3773.12	4704.59	6026.53	13365.29
750,000 Prepaid Minutes	1290.06	5540.52	6829.23	8748.19	19401.23
1,000,000 Prepaid Minutes	1681.85	7149.06	8902.70	11405.05	25293.45
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	22.89	85.63	121.18	160.24	344.26
50,000 Prepaid Minutes	114.45	475.70	605.89	776.14	1721.28
100,000 Prepaid Minutes	228.91	951.40	1211.78	1552.28	3442.55
250,000 Prepaid Minutes	543.65	2307.14	2877.97	3686.65	8176.06
500,000 Prepaid Minutes	1064.42	4519.13	5634.77	7218.09	16007.86
750,000 Prepaid Minutes	1545.12	6635.98	8179.50	10477.87	23237.21
1,000,000 Prepaid Minutes	2014.38	8562.56	10662.92	13660.03	30294.43
Customized Prepaid Minutes					

□ Plan 1 includes United States Local Calling

□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands

□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain

□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium. UK mobile Calling: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	3.98	4.77	3.00	2.39	2.86
Directory Listing Caption	5.00	3.98	4.77	3.00	2.39	2.86
Directory Listing Foreign Additional Listing	12.00	9.56	11.45	3.00	2.39	2.86
Directory Listing Non Pub	3.00	2.39	2.86	3.00	2.39	2.86
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.39	2.86	3.00	2.39	2.86
Interstate - Per Call Surcharge Directory Assistance				1.99	1.58	1.90

Intrastate - Per Call Surcharge Directory Assistance				0.69	0.55	0.66
LD Oper Chg: Person-to-Person Per Call Surcharge				3.50	2.79	3.34
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75	1.39	1.67
Telephone Number Vanity Charge				100.00	79.63	95.38
Telephone Number	0.15	0.12	0.14			
Port Charge Per Telephone Number						
Telephone Number with Teams/Lync 911	0.35	0.28	0.33	2.00	1.59	1.91

National Voice Services Outbound - United States									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0100	.0119						
Intrastate (All States)	.0125	.0100	.0119						
Local	.0125	.0100	.0119						

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.39	2.86			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	19.91	23.84
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	11.95	14.31	15.00	11.95	14.31
United States Toll Free Call Type Feature	National Directory Assistance	20.00	15.93	19.08			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.49	0.59
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Time of Day Routing	10.00	7.96	9.54			
United States Toll Free Call Type Feature	Vanity Number						

Toll Free/Free Phone - United States				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
United States Interstate	Interstate	.0150	.0119	.0143
United States Canadian Origination	United States	.0700	.0557	.0668
United States Intrastate	Alabama	.0150	.0119	.0143
United States Intrastate	Alaska	.0180	.0143	.0172
United States Intrastate	Arizona	.0150	.0119	.0143
United States Intrastate	Arkansas	.0180	.0143	.0172
United States Intrastate	California	.0150	.0119	.0143
United States Intrastate	Colorado	.0150	.0119	.0143
United States Intrastate	Connecticut	.0150	.0119	.0143
United States Intrastate	Delaware	.0150	.0119	.0143
United States Intrastate	Florida	.0150	.0119	.0143
United States Intrastate	Georgia	.0150	.0119	.0143
United States Intrastate	Hawaii	.0180	.0143	.0172



United States Intrastate	Idaho	.0180	.0143	.0172
United States Intrastate	Illinois	.0150	.0119	.0143
United States Intrastate	Indiana	.0150	.0119	.0143
United States Intrastate	Iowa	.0250	.0199	.0238
United States Intrastate	Kansas	.0180	.0143	.0172
United States Intrastate	Kentucky	.0180	.0143	.0172
United States Intrastate	Louisiana	.0150	.0119	.0143
United States Intrastate	Maine	.0180	.0143	.0172
United States Intrastate	Maryland	.0180	.0143	.0172
United States Intrastate	Massachusetts	.0150	.0119	.0143
United States Intrastate	Michigan	.0150	.0119	.0143
United States Intrastate	Minnesota	.0180	.0143	.0172
United States Intrastate	Mississippi	.0180	.0143	.0172
United States Intrastate	Missouri	.0150	.0119	.0143
United States Intrastate	Montana	.0250	.0199	.0238
United States Intrastate	Nebraska	.0180	.0143	.0172
United States Intrastate	Nevada	.0150	.0119	.0143
United States Intrastate	New Hampshire	.0180	.0143	.0172
United States Intrastate	New Jersey	.0150	.0119	.0143
United States Intrastate	New Mexico	.0150	.0119	.0143
United States Intrastate	New York	.0180	.0143	.0172
United States Intrastate	North Carolina	.0150	.0119	.0143
United States Intrastate	North Dakota	.0550	.0438	.0525
United States Intrastate	Ohio	.0150	.0119	.0143
United States Intrastate	Oklahoma	.0180	.0143	.0172
United States Intrastate	Oregon	.0150	.0119	.0143
United States Intrastate	Pennsylvania	.0180	.0143	.0172
United States Intrastate	Rhode Island	.0180	.0143	.0172
United States Intrastate	South Carolina	.0150	.0119	.0143
United States Intrastate	South Dakota	.0180	.0143	.0172
United States Intrastate	Tennessee	.0150	.0119	.0143
United States Intrastate	Texas	.0150	.0119	.0143
United States Intrastate	Utah	.0150	.0119	.0143
United States Intrastate	Vermont	.0180	.0143	.0172
United States Intrastate	Virginia	.0180	.0143	.0172
United States Intrastate	Washington	.0150	.0119	.0143
United States Intrastate	West Virginia	.0180	.0143	.0172
United States Intrastate	Wisconsin	.0180	.0143	.0172
United States Intrastate	Wyoming	.0180	.0143	.0172

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
Country	Dedicated Rate Per Minute (USD)	Dedicated Rate Per Minute (GBP)	Dedicated Rate Per Minute (EUR)
Afghanistan	.3000	.2389	.2861
Afghanistan-Mobile	.3200	.2548	.3052
Albania	.2400	.1911	.2289
Albania-Mobile	.6000	.4778	.5723
Algeria	.1000	.0796	.0954

Voice Rates prepared for UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA- Quote# 12901680

Algeria-Mobile	.6800	.5415	.6486
American Samoa	.0500	.0398	.0477
Andorra	.1800	.1433	.1717
Andorra-Mobile	.3500	.2787	.3338
Angola	.1000	.0796	.0954
Angola-Mobile	.2600	.2070	.2480
Anguilla	.4000	.3185	.3815
Anguilla-Mobile	.4200	.3345	.4006
Antarctica	2.6000	2.0705	2.4798
Antarctica-Norfolk Island	1.6638	1.3249	1.5869
Antigua and Barbuda	.3000	.2389	.2861
Antigua and Barbuda-Mobile	.4015	.3197	.3829
Argentina	.0330	.0263	.0315
Argentina-Buenos Aires	.0330	.0263	.0315
Argentina-Mobile	.2200	.1752	.2098
Armenia	.3800	.3026	.3624
Armenia-Mobile	.3800	.3026	.3624
Aruba	.1500	.1194	.1431
Aruba-Mobile	.3300	.2628	.3147
Ascension Islands	1.7500	1.3936	1.6691
Australia	.0200	.0159	.0191
Australia-Melbourne	.0120	.0096	.0114
Australia-Mobile	.0354	.0282	.0338
Australia-Perth	.0120	.0096	.0114
Australia-Sydney	.0120	.0096	.0114
Austria	.0800	.0637	.0763
Austria-Mobile	.0800	.0637	.0763
Austria-NGN	.3494	.2782	.3333
Azerbaijan	.5000	.3982	.4769
Azerbaijan-Mobile	.4000	.3185	.3815
Bahamas	.3535	.2815	.3372
Bahamas-Mobile	.3521	.2804	.3358
Bahrain	.2200	.1752	.2098
Bahrain-Mobile	.2200	.1752	.2098
Bahrain-NGN	.2200	.1752	.2098
Bangladesh	.0600	.0478	.0572
Bangladesh-Mobile	.0600	.0478	.0572
Barbados	.2200	.1752	.2098
Barbados-Mobile	.3200	.2548	.3052
Belarus	.4500	.3583	.4292
Belarus-Mobile	.4500	.3583	.4292
Belgium	.0500	.0398	.0477
Belgium-Mobile	.3682	.2932	.3512
Belgium-Mobile Base	.1127	.0897	.1075
Belgium-Mobile Mobistar	.0846	.0674	.0807
Belgium-Mobile Proximus	.0718	.0572	.0685
Belgium-NGN	.3660	.2915	.3491
Belize	.3100	.2469	.2957
Benin	.4200	.3345	.4006
Bermuda	.0700	.0557	.0668
Bhutan	.0750	.0597	.0715

Bhutan-Mobile	.0750	.0597	.0715
Bolivia	.3500	.2787	.3338
Bolivia-La Paz	.3500	.2787	.3338
Bolivia-Mobile	.3500	.2787	.3338
Bosnia/Herzegovina	.1997	.1590	.1905
Bosnia/Herzegovina-Mobile	.7219	.5749	.6885
Botswana	.2000	.1593	.1908
Botswana-Mobile	.2800	.2230	.2671
Brazil	.0200	.0159	.0191
Brazil-Belo Horizonte	.0120	.0096	.0114
Brazil-Brasilia	.0120	.0096	.0114
Brazil-Curitiba	.0120	.0096	.0114
Brazil-Florianapolis	.0120	.0096	.0114
Brazil-Fortaleza	.0120	.0096	.0114
Brazil-Goiania	.0120	.0096	.0114
Brazil-Governador Valadares	.0120	.0096	.0114
Brazil-Mobile	.1200	.0956	.1145
Brazil-Porto Alegre	.0120	.0096	.0114
Brazil-Recife	.0120	.0096	.0114
Brazil-Rio de Janeiro	.0120	.0096	.0114
Brazil-Salvador	.0120	.0096	.0114
Brazil-Sao Paulo	.0120	.0096	.0114
Brazil-Vitoria	.0120	.0096	.0114
British Virgin Islands	.2329	.1855	.2221
British Virgin Islands-Mobile	.2329	.1855	.2221
Brunei	.0600	.0478	.0572
Brunei-Mobile	.0616	.0491	.0588
Bulgaria	.1000	.0796	.0954
Bulgaria-Mobile	.4000	.3185	.3815
Burkina Faso	.4500	.3583	.4292
Burkina Faso-Mobile	.4500	.3583	.4292
Burundi	1.0242	.8156	.9769
Burundi-Mobile	1.0242	.8156	.9769
Cambodia	.1000	.0796	.0954
Cambodia-Mobile	.1000	.0796	.0954
Cameroon	.1810	.1441	.1726
Cameroon-Mobile	.4500	.3583	.4292
Canada	.0100	.0080	.0095
Canada-Yukon and NW Territories 867	.0566	.0451	.0540
Cape Verde Islands	.3394	.2703	.3237
Cape Verde Islands-Mobile	.4659	.3710	.4444
Cayman Islands	.2000	.1593	.1908
Cayman Islands-Mobile	.2000	.1593	.1908
Cayman Islands-NGN	.2000	.1593	.1908
Central African Republic	.6500	.5176	.6200
Chad	.8500	.6769	.8107
Chad-Mobile	.8500	.6769	.8107
Chile	.1000	.0796	.0954
Chile-Easter Island	.7653	.6094	.7299
Chile-Mobile	.1000	.0796	.0954

Chile-NGN	.1000	.0796	.0954
China	.0750	.0597	.0715
Colombia	.0500	.0398	.0477
Colombia-Mobile	.0500	.0398	.0477
Comoros	.6500	.5176	.6200
Comoros-Mobile	.6500	.5176	.6200
Congo	.6500	.5176	.6200
Cook Islands	2.5000	1.9908	2.3844
Costa Rica	.0400	.0319	.0382
Costa Rica-Mobile	.0900	.0717	.0858
Costa Rica-NGN	.0900	.0717	.0858
Croatia	.2200	.1752	.2098
Croatia-Mobile	.3800	.3026	.3624
Croatia-NGN	.2200	.1752	.2098
Cuba	.8500	.6769	.8107
Cyprus	.0600	.0478	.0572
Cyprus-Mobile	.1000	.0796	.0954
Cyprus-NGN	.0600	.0478	.0572
Czech Republic	.0500	.0398	.0477
Czech Republic-Mobile	.1500	.1194	.1431
Czech Republic-Prague	.0253	.0201	.0241
Dem. Rep. of Congo	.7597	.6050	.7246
Dem. Rep. of Congo-Mobile	.6899	.5494	.6580
Dem. Rep. of Congo-NGN	.7597	.6050	.7246
Denmark	.0180	.0143	.0172
Denmark-Mobile	.0500	.0398	.0477
Denmark-NGN	.0500	.0398	.0477
Diego Garcia	2.5626	2.0407	2.4442
Djibouti	.5500	.4380	.5246
Djibouti-Mobile	.5500	.4380	.5246
Dominica	.3500	.2787	.3338
Dominica-Mobile	.3500	.2787	.3338
Dominican Republic	.0500	.0398	.0477
Dominican Republic-Mobile	.1200	.0956	.1145
Ecuador	.2000	.1593	.1908
Ecuador-Mobile	.3000	.2389	.2861
Egypt	.1500	.1194	.1431
Egypt-Mobile	.1500	.1194	.1431
El Salvador	.2800	.2230	.2671
El Salvador-Mobile	.2800	.2230	.2671
Equatorial Guinea	.7000	.5574	.6676
Eritrea	.4000	.3185	.3815
Estonia	.0450	.0358	.0429
Estonia-Mobile	.5000	.3982	.4769
Estonia-NGN	1.5714	1.2514	1.4988
Eswatini	.2500	.1991	.2384
Eswatini-Mobile	.2500	.1991	.2384
Ethiopia	.3500	.2787	.3338
Ethiopia-Mobile	.3500	.2787	.3338
Falkland Islands	1.2645	1.0070	1.2061
Faroe Islands	.0693	.0552	.0661

Fiji	.4500	.3583	.4292
Fiji-Mobile	.4500	.3583	.4292
Finland	.3450	.2747	.3291
Finland-Corporate Services	.3450	.2747	.3291
Finland-Helsinki	.3450	.2747	.3291
Finland-Mobile	.3900	.3106	.3720
Finland-NGN	.3450	.2747	.3291
France	.0300	.0239	.0286
France-Mobile	.1322	.1053	.1261
France-Mobile Orange	.1322	.1053	.1261
France-Mobile SFR	.1322	.1053	.1261
France-NGN	.3627	.2888	.3459
France-Paris	.0300	.0239	.0286
French Antilles/Martinique	.0160	.0127	.0153
French Antilles/Martinique-Mobile	.1500	.1194	.1431
French Guiana	.1500	.1194	.1431
French Guiana-Mobile	.2000	.1593	.1908
French Polynesia	.3500	.2787	.3338
French Polynesia-Mobile	.3500	.2787	.3338
Gabon	.5500	.4380	.5246
Gabon-Mobile	.5500	.4380	.5246
Gambia	3.0000	2.3890	2.8613
Gambia-Mobile	.6500	.5176	.6200
Georgia	.3000	.2389	.2861
Georgia-Mobile	.5000	.3982	.4769
Germany	.0120	.0096	.0114
Germany-Berlin	.0104	.0083	.0099
Germany-Frankfurt	.0104	.0083	.0099
Germany-Hamburg	.0104	.0083	.0099
Germany-Mobile	.0420	.0334	.0401
Germany-Munich	.0104	.0083	.0099
Germany-NGN	.0120	.0096	.0114
Ghana	.3200	.2548	.3052
Ghana-Mobile	.3200	.2548	.3052
Gibraltar	.0700	.0557	.0668
Gibraltar-Mobile	.2500	.1991	.2384
Global Mobile	11.6967	9.3144	11.1561
Greece	.0400	.0319	.0382
Greece-Athens	.0400	.0319	.0382
Greece-Mobile	.1500	.1194	.1431
Greenland	.7500	.5972	.7153
Greenland-Mobile	.7500	.5972	.7153
Grenada	.3200	.2548	.3052
Grenada-Mobile	.3200	.2548	.3052
Guadeloupe	.0500	.0398	.0477
Guadeloupe-Mobile	.1500	.1194	.1431
Guam	.0500	.0398	.0477
Guatemala	.1800	.1433	.1717
Guatemala-Mobile	.1800	.1433	.1717
Guinea	.7000	.5574	.6676

Guinea Bissau	.7187	.5723	.6855
Guinea Bissau-Mobile	.7187	.5723	.6855
Guinea-Mobile Areeba	.7000	.5574	.6676
Guinea-NGN	.7000	.5574	.6676
Guyana	.3500	.2787	.3338
Guyana-Mobile	.3500	.2787	.3338
Haiti	.4200	.3345	.4006
Haiti-Mobile	.3500	.2787	.3338
Haiti-NGN	.4200	.3345	.4006
Honduras	.2000	.1593	.1908
Honduras-Mobile Celtel	.2063	.1643	.1968
Hong Kong	.0433	.0345	.0413
Hong Kong-Mobile	.0450	.0358	.0429
Hungary	.0750	.0597	.0715
Hungary-Mobile	.0750	.0597	.0715
Iceland	.0300	.0239	.0286
Iceland-Mobile	.0900	.0717	.0858
India	.0193	.0154	.0184
India-Mobile	.0185	.0147	.0176
Indonesia	.0450	.0358	.0429
Indonesia-Mobile	.0600	.0478	.0572
Inmarsat	12.3156	9.8073	11.7464
Iran	.3000	.2389	.2861
Iran-Mobile	.3000	.2389	.2861
Iraq	.2500	.1991	.2384
Iraq-Mobile	.2500	.1991	.2384
Iraq-NGN	.2500	.1991	.2384
Ireland	.0150	.0119	.0143
Ireland-Mobile	.0718	.0572	.0685
Ireland-NGN	.0150	.0119	.0143
Israel	.0193	.0154	.0184
Israel-Mobile	.0450	.0358	.0429
Israel-Paltel	.2662	.2120	.2539
Israel-Paltel Mobile	.2662	.2120	.2539
Italy	.0150	.0119	.0143
Italy-Milan	.0150	.0119	.0143
Italy-Mobile	.0280	.0223	.0267
Italy-NGN	.0150	.0119	.0143
Italy-Rome	.0150	.0119	.0143
Ivory Coast	.4600	.3663	.4387
Ivory Coast-Mobile	.4600	.3663	.4387
Jamaica-658	.2800	.2230	.2671
Jamaica-876	.2800	.2230	.2671
Jamaica-Mobile	.2800	.2230	.2671
Japan	.0400	.0319	.0382
Japan-IP Phone	.0400	.0319	.0382
Japan-Mobile	.1000	.0796	.0954
Jordan	.3000	.2389	.2861
Jordan-Mobile	.3200	.2548	.3052
Kenya	.2800	.2230	.2671
Kenya-Mobile	.3000	.2389	.2861

Kiribati/Gilbert Island	3.1186	2.4834	2.9745
Kuwait	.1600	.1274	.1526
Kuwait-Mobile	.1800	.1433	.1717
Kuwait-NGN	.1600	.1274	.1526
Kyrgyzstan	.2200	.1752	.2098
Kyrgyzstan-Mobile	.3000	.2389	.2861
Laos	.1600	.1274	.1526
Laos-Mobile	.1600	.1274	.1526
Latvia	.6500	.5176	.6200
Latvia-Mobile	.9000	.7167	.8584
Latvia-NGN	.6500	.5176	.6200
Lebanon	.1965	.1565	.1874
Lebanon-Mobile	.2600	.2070	.2480
Lesotho	.4695	.3739	.4478
Lesotho-Mobile	.4695	.3739	.4478
Liberia	.5200	.4141	.4960
Libya	.3975	.3165	.3791
Libya-Mobile	.5285	.4209	.5041
Liechtenstein	.0900	.0717	.0858
Liechtenstein-Mobile	1.0500	.8361	1.0015
Liechtenstein-NGN	.0900	.0717	.0858
Lithuania	.2500	.1991	.2384
Lithuania-Mobile	.7130	.5678	.6800
Lithuania-NGN	1.7714	1.4106	1.6895
Luxembourg	.2150	.1712	.2051
Luxembourg-Mobile	.2650	.2110	.2528
Macau	.1572	.1252	.1499
Madagascar	.8200	.6530	.7821
Madagascar-Mobile	.8200	.6530	.7821
Malawi	.4500	.3583	.4292
Malaysia	.0340	.0271	.0324
Malaysia-Johar Bahru	.0340	.0271	.0324
Malaysia-Kuala Lumpur	.0340	.0271	.0324
Malaysia-Mobile	.0340	.0271	.0324
Maldives	1.2000	.9556	1.1445
Maldives-Mobile	1.2000	.9556	1.1445
Mali	.3985	.3173	.3801
Mali-Mobile	.5375	.4280	.5127
Malta	.3000	.2389	.2861
Malta-Mobile	.3800	.3026	.3624
Marshall Islands	.4350	.3464	.4149
Mauritania	.8400	.6689	.8012
Mauritius	.2400	.1911	.2289
Mexico	.0120	.0096	.0114
Mexico-Guadalajara	.0120	.0096	.0114
Mexico-Mexico City	.0120	.0096	.0114
Mexico-Mobile	.0120	.0096	.0114
Mexico-Monterrey	.0120	.0096	.0114
Mexico-Satellite	.0144	.0115	.0137
Micronesia	.8485	.6757	.8093
Moldova	.5500	.4380	.5246

Moldova-Mobile	.5500	.4380	.5246
Monaco	.1500	.1194	.1431
Monaco-Mobile	.3910	.3114	.3729
Monaco-Mobile KFOR	.5530	.4404	.5274
Mongolia	.0296	.0236	.0282
Mongolia-NGN	.0296	.0236	.0282
Montenegro	.4250	.3384	.4054
Montenegro-Mobile	.4750	.3783	.4530
Montenegro-NGN	.4250	.3384	.4054
Montserrat	.3500	.2787	.3338
Morocco	.2000	.1593	.1908
Morocco-Mobile	.5500	.4380	.5246
Morocco-NGN	.2000	.1593	.1908
Mozambique	.1774	.1413	.1692
Mozambique-Mobile	.3200	.2548	.3052
Myanmar	.2450	.1951	.2337
Namibia	.1300	.1035	.1240
Namibia-Mobile	.1850	.1473	.1764
Nauru	1.8800	1.4971	1.7931
Nepal	.1950	.1553	.1860
Nepal-Mobile	.1950	.1553	.1860
Netherland Antilles	.2090	.1664	.1993
Netherland Antilles-Mobile	.1577	.1256	.1504
Netherland Antilles-NGN	.2090	.1664	.1993
Netherland Antilles-St Maarten	.1577	.1256	.1504
Netherlands	.1253	.0998	.1195
Netherlands-Mobile	.0600	.0478	.0572
Netherlands-Mobile Orange	.0600	.0478	.0572
Netherlands-NGN	.0363	.0289	.0346
New Caledonia	.4855	.3866	.4631
New Zealand	.0250	.0199	.0238
New Zealand-Mobile	.0750	.0597	.0715
Nicaragua	.1950	.1553	.1860
Nicaragua-Mobile	.2800	.2230	.2671
Niger	.5900	.4698	.5627
Niger-Mobile	.5900	.4698	.5627
Niger-NGN	.5900	.4698	.5627
Nigeria	.1700	.1354	.1621
Nigeria-Lagos	.1298	.1034	.1238
Nigeria-Mobile	.1700	.1354	.1621
Niue	2.8500	2.2695	2.7183
North Korea	.8560	.6817	.8164
North Macedonia	.2425	.1931	.2313
North Macedonia-Mobile	.5500	.4380	.5246
Northern Marianas	.0719	.0573	.0686
Norway	.0165	.0131	.0157
Norway-Mobile	.0300	.0239	.0286
Norway-Mobile Tele2	.0300	.0239	.0286
Norway-Mobile Telenor	.0300	.0239	.0286
Norway-NGN	.0985	.0784	.0939



Oman	.2800	.2230	.2671
Oman-Mobile	.3700	.2946	.3529
Pakistan	.0560	.0446	.0534
Pakistan-Mobile	.0560	.0446	.0534
Pakistan-NGN	.0560	.0446	.0534
Palau	.4000	.3185	.3815
Palestinian Authority	.1997	.1590	.1905
Palestinian Authority-Mobile	.2263	.1802	.2158
Panama	.0350	.0279	.0334
Panama-Mobile	.1800	.1433	.1717
Papua New Guinea	1.4200	1.1308	1.3544
Papua New Guinea-NGN	1.4200	1.1308	1.3544
Paraguay	.0700	.0557	.0668
Paraguay-Mobile	.1000	.0796	.0954
Peru	.0200	.0159	.0191
Peru-Lima	.0075	.0060	.0072
Peru-Lima-Mobile	.0075	.0060	.0072
Peru-Mobile	.0200	.0159	.0191
Peru-Rural	.2656	.2115	.2533
Philippines	.1525	.1214	.1455
Philippines-Mobile	.1525	.1214	.1455
Poland	.1540	.1226	.1469
Poland-Mobile	.1540	.1226	.1469
Poland-Mobile P4	.1540	.1226	.1469
Poland-NGN	.1540	.1226	.1469
Portugal	.0320	.0255	.0305
Portugal-Mobile	.1540	.1226	.1469
Principe and Sao Tome	2.5460	2.0275	2.4283
Qatar	.3000	.2389	.2861
Qatar-Mobile	.3000	.2389	.2861
Reunion Island	.6504	.5179	.6203
Reunion Island-Mobile	.2161	.1721	.2061
Romania	.0120	.0096	.0114
Romania-Mobile	.0300	.0239	.0286
Russia	.1200	.0956	.1145
Russia-Kazakhstan Mobile	.1800	.1433	.1717
Russia-Kazakhstan NGN	.1800	.1433	.1717
Russia-Mobile	.2500	.1991	.2384
Russia-Moscow	.0248	.0197	.0237
Rwanda	.4240	.3376	.4044
Rwanda-Mobile	.4240	.3376	.4044
San Marino	.2500	.1991	.2384
San Marino-Mobile	.2500	.1991	.2384
Satellite Network	11.6967	9.3144	11.1561
Saudi Arabia	.1265	.1007	.1207
Saudi Arabia-Mobile	.2150	.1712	.2051
Saudi Arabia-Riyadh	.1265	.1007	.1207
Senegal	.4515	.3595	.4306
Senegal-Mobile	.4515	.3595	.4306
Senegal-NGN	.4905	.3906	.4678
Serbia	.3200	.2548	.3052

Serbia-Kosovo	.3893	.3100	.3713
Serbia-Mobile	.4500	.3583	.4292
Seychelles Island	1.1979	.9539	1.1425
Sierra Leone	.6900	.5495	.6581
Sierra Leone-Mobile	.6900	.5495	.6581
Singapore	.0230	.0183	.0219
Singapore-Mobile	.0230	.0183	.0219
Sint Maarten	.1600	.1274	.1526
Slovakia	.0120	.0096	.0114
Slovakia-Mobile	.0844	.0672	.0805
Slovenia	.2335	.1859	.2227
Slovenia-Mobile	.5200	.4141	.4960
Slovenia-Mobile Mobitel	.5200	.4141	.4960
Slovenia-Mobile Simobil	.5200	.4141	.4960
Slovenia-Mobile Vega	.5200	.4141	.4960
Solomon Islands	1.5000	1.1945	1.4307
Somalia	.6950	.5534	.6629
South Africa	.2945	.2345	.2809
South Africa-Mobile	.2150	.1712	.2051
South Africa-NGN	.2945	.2345	.2809
South Korea	.0200	.0159	.0191
South Korea-Mobile	.0450	.0358	.0429
South Sudan	.7000	.5574	.6676
Spain	.0150	.0119	.0143
Spain-Mobile	.0651	.0518	.0621
Spain-Mobile Orange	.0651	.0518	.0621
Spain-Mobile Telefonica	.0651	.0518	.0621
Spain-Mobile Vodafone	.0651	.0518	.0621
Spain-NGN	.4000	.3185	.3815
Sri Lanka	.2200	.1752	.2098
Sri Lanka-Mobile	.2200	.1752	.2098
St. Helena	2.6347	2.0981	2.5129
St. Kitts/Nevis	.2502	.1992	.2386
St. Kitts/Nevis-Mobile	.2502	.1992	.2386
St. Lucia	.2800	.2230	.2671
St. Lucia-Mobile	.2800	.2230	.2671
St. Pierre and Miquelon	.2959	.2356	.2822
St. Vincent/Grenadines	.2100	.1672	.2003
St. Vincent/Grenadines-Mobile	.2642	.2104	.2520
Sudan	.2900	.2309	.2766
Sudan-Mobile	.2900	.2309	.2766
Suriname	.3350	.2668	.3195
Suriname-Mobile	.3350	.2668	.3195
Sweden	.0200	.0159	.0191
Sweden-Mobile	.0200	.0159	.0191
Sweden-Mobile Telia	.0200	.0159	.0191
Sweden-NGN	.0121	.0096	.0115
Switzerland	.0200	.0159	.0191
Switzerland-Mobile	.0800	.0637	.0763
Switzerland-Mobile	.0800	.0637	.0763

Swisscom			
Switzerland-NGN	.0200	.0159	.0191
Switzerland-Zurich	.0200	.0159	.0191
Syria	.2650	.2110	.2528
Syria-Mobile	.3000	.2389	.2861
Taiwan	.0280	.0223	.0267
Taiwan-Mobile	.1200	.0956	.1145
Tajikistan	.1800	.1433	.1717
Tanzania	.4292	.3418	.4094
Tanzania-Mobile	.4292	.3418	.4094
Thailand	.0515	.0410	.0491
Thailand-Mobile	.0515	.0410	.0491
Timor Leste	.4659	.3710	.4444
Togo	.4200	.3345	.4006
Togo-Mobile	.4200	.3345	.4006
Tokelau	1.9300	1.5369	1.8408
Tonga	1.2500	.9954	1.1922
Trinidad and Tobago	.1975	.1573	.1884
Trinidad and Tobago-Mobile	.1975	.1573	.1884
Tunisia	.9438	.7516	.9002
Tunisia-Mobile	.9438	.7516	.9002
Turkey	.0505	.0402	.0482
Turkey-Istanbul	.0505	.0402	.0482
Turkey-Mobile	.2185	.1740	.2084
Turkey-Mobile Turkcell	.2185	.1740	.2084
Turkey-Mobile Vodafone	.2185	.1740	.2084
Turkey-North Cyprus	.0505	.0402	.0482
Turkey-North Cyprus Mobile	.2185	.1740	.2084
Turkmenistan	.1925	.1533	.1836
Turks and Caicos	.2478	.1973	.2363
Turks and Caicos-Mobile	.2478	.1973	.2363
Tuvalu	2.1175	1.6862	2.0196
Uganda	.3872	.3083	.3693
Uganda-Mobile	.3872	.3083	.3693
UK	.0036	.0029	.0034
UK-Freephone	.0036	.0029	.0034
UK-London	.0036	.0029	.0034
UK-Mobile	.1934	.1540	.1845
UK-Mobile H3G	.0133	.0106	.0127
UK-Mobile O2	.0133	.0106	.0127
UK-Mobile Orange	.0133	.0106	.0127
UK-Mobile T-Mobile	.0133	.0106	.0127
UK-Mobile Vodafone	.0133	.0106	.0127
UK-NGN	.2662	.2120	.2539
UK-NGN 84	.2662	.2120	.2539
UK-NGN 845	.2662	.2120	.2539
UK-NGN 870	.2662	.2120	.2539
UK-VoIP and Multimedia	.0700	.0557	.0668
UK-Wide	.0314	.0250	.0299
Ukraine	.2950	.2349	.2814
Ukraine-Mobile	.2950	.2349	.2814

United Arab Emirates	.2400	.1911	.2289
United Arab Emirates-Dubai	.2400	.1911	.2289
United Arab Emirates-Mobile	.2400	.1911	.2289
Uruguay	.0800	.0637	.0763
Uruguay-Mobile	.2100	.1672	.2003
US Virgin Islands	.0145	.0115	.0138
USA	.0125	.0100	.0119
USA-Alaska	.0165	.0131	.0157
USA-Hawaii	.0150	.0119	.0143
USA-Puerto Rico	.0150	.0119	.0143
Uzbekistan	.1162	.0925	.1108
Uzbekistan-Mobile	.1162	.0925	.1108
Vanuatu	1.8150	1.4453	1.7311
Vatican City	.0225	.0179	.0215
Venezuela	.0250	.0199	.0238
Venezuela-Caracas	.0250	.0199	.0238
Venezuela-Maracaibo	.0250	.0199	.0238
Venezuela-Mobile	.1445	.1151	.1378
Venezuela-Valencia	.0250	.0199	.0238
Vietnam	.0850	.0677	.0811
Vietnam-Mobile	.0850	.0677	.0811
Wallis and Futuna Islands	1.7692	1.4089	1.6874
Western Samoa	2.2500	1.7917	2.1460
Yemen	.2065	.1644	.1970
Yemen-Mobile	.2065	.1644	.1970
Zambia	.4375	.3484	.4173
Zambia-Mobile	.4840	.3854	.4616
Zimbabwe	.2487	.1980	.2372
Zimbabwe-Mobile	.4800	.3822	.4578

## Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at : <https://lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Notwithstanding to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 day's written notice. If the service agreement or applicable service specific

terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure the services of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

## 911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

**Declarations and Signatures**

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

<b>Customer</b>
Signature:
Name:
Title:
Date:



## Total Cost Of Ownership

Deal # 11666693

Quote # 12901680

Voice Complete Locations							
					TN Serviceability		
Location Name	Address	Country	TDM Access Requested	Rate Center	Geographic TN	National TN	Toll Free/Freephone
LAS VEGAS_NV	1800 W CHARLESTON BLVD LAS VEGAS, NV 89102	UNITED STATES	No	LAS VEGAS	Available	Not Available	Available
Voice Complete TDM Access							
Site Address		Country		MRC		NRC	

CCP (Concurrent Call Path)

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
CCP Plan 1	MONTHLY	8.00	0.00	300	2400.00	0.00
Total CCP (Concurrent Call Path)					2400.00	0.00

Prepaid Minute Plan

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
Prepaid Minute Plan 2 - 10,000 Prepaid Minutes	MONTHLY	89.78	0.00	1	89.78	0.00
Total Prepaid Minute Plan					89.78	0.00

LAS VEGAS\_NV

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
United States Telephone Number	MONTHLY	0.15	0.00	2500	375.00	0.00
United States Port Charge Per Telephone Number	NRC	0.00	0.00	2500	0.00	0.00
Total LAS VEGAS_NV					375.00	0.00

\* This Quote Summary is confidential and may not be disclosed to third parties. It is non-binding unless and until the terms and conditions stated herein are incorporated into a signed order which is thereafter accepted by Lumen. This Quote Summary is intended to provide directional pricing only; actual pricing may vary.

Customer Information and Contract Specifications

Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Account Number: 3-A84855

Currency: USD  
Monthly Recurring Charges (MRC): \$750.00  
Non Recurring Charges (NRC): \$250.00

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
1800 W CHARLESTON BLVD LAS VEGAS NEVADA 89102 2329 UNITED STATES	<b>Dedicated Internet Access</b>	New	36	1					USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	<b>Access - On Net</b>	New	36	1			\$186.00	\$0.00	USA
	- Bandwidth = GigE								
	- Access Sub Bandwidth=100 Mbps								
	<b>IP Port</b>			1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	<b>IP Logical</b>			1	\$264.00	\$0.00	\$264.00	\$0.00	USA
	- Billing Method=Flat Rate								
	- Peak Data Rate = 100 Mbps								
	<b>Managed Integrated Access Device</b>			1	\$300.00	\$250.00	\$300.00	\$250.00	USA
	- Kit Name=C4331-T1-03								
	<b>Subtotal</b>						\$750.00	\$250.00	
	<b>Totals</b>						\$750.00	\$250.00	

\*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order



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1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee

per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

## **Additional Order Terms**

### **Invoices**

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

### **Activation Support**

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Total MRC: \$750.00 Total NRC: \$250.00
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 06-18-2025

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Gage Technologies, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		215 Mary Ave, Ste 306		<b>Website:</b> www.gagetech.com		
<b>City, State and Zip Code:</b>		Waco, TX 76701		<b>POC Name:</b> Kristopher McGreevey		
				<b>Email:</b> kmcgreevey@gagetech.com		
<b>Telephone No:</b>		254.772.3400		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		987 Truckee Valley Dr.		<b>Website:</b> www.gagetech.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Reno, NV 89511		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		254.772.3400		<b>Local POC Name:</b> Reese Zunino		
				<b>Email:</b> sales@gagetech.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).

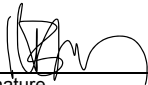
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kristopher McGreevey	President & CEO	35
Kevin Frazier	CRO	35
Brian Curtis	Founder, Sr. Account Manager	15
Justin Curtis	VP, Sales Operations	15

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

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

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

 _____ Signature	Kristopher McGreevey _____ Print Name
President & CEO _____ Title	08.04.2025 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

## 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:

Extreme Networks, Inc.

(Include d.b.a., if applicable)

Street Address:

2121 RDU Center Drive

Website: www.extremenetworks.com

City, State and Zip Code:

Morrisville, NC 27560

POC Name:

Email:

Telephone No:

Fax No:

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)
Ed Meyercord	CEO	NA
Kevin Rhodes	CFO	NA
Katayoun ("Katy") Motiey	Chief Legal, Administrative, and Sustainability Officer	NA

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.

Cheryl C. Burton

Signature

VP, DEPUTY GENERAL COUNSEL

Title

Cheryl C. Burton

Print Name

August 12, 2025 | 7:46:45 AM PDT

Date



DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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- 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**

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### **Detailed Instructions**

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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.
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- **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.

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Insight Direct USA, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2701 E Insight Way		<b>Website:</b> www.insight.com		
<b>City, State and Zip Code:</b>		Chandler AZ 85286		<b>POC Name:</b>		
				<b>Email:</b> Chris Carter chris.carter@insight.com		
<b>Telephone No:</b>		4804096531		<b>Fax No:</b> n/a		
<b>Nevada Local Street Address:</b> (If different from above)		n/a		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Joyce Mullen	CEO	
Daniel Burger	President	
for Board see investor.insight.com		

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
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Lisanne Steinheiser  
Signature

Lisanne Steinheiser  
Print Name

Assistant Secretary  
Title

August 12, 2025  
Date

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
none			

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---

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☐ 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

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<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
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Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 325</b>						
<b>Corporate/Business Entity Name:</b> CenturyLink Communications, LLC.						
<b>(Include d.b.a., if applicable)</b> d/b/a Lumen Technologies Group						
<b>Street Address:</b>		931 14th Street		<b>Website:</b> www.lumen.com		
<b>City, State and Zip Code:</b>		Denver, CO 80202		<b>POC Name:</b> <b>Email:</b> jon.franco@lumen.com		
<b>Telephone No:</b>		800-871-9244		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		800-871-9244		<b>Local POC Name:</b> <b>Email:</b> jon.franco@lumen.com		

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Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kate Johnson	President, Chief Executive Officer	
Chris Stansbury	Executive VP and CFO	
Ashley Haynes-Gasper	Executive VP and Chief Revenue Officer	

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
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I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

<u>Jon Franco</u> <small>Jon Franco/AUG 5, 2025 14:56:30 PDT</small> Signature	<u>Jon Franco</u> Print Name
<u>Sr Account Manager SLED</u> Title	<u>8/5/25</u> Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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- 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




# Disclosure of Ownership

Final Audit Report

2025-08-05

Created:	2025-08-05
By:	Jon Franco (jon.franco@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALUJiYVpSQoye21d1RbXDBQAhPldZfsr7

## "Disclosure of Ownership" History

-  Document created by Jon Franco (jon.franco@lumen.com)  
2025-08-05 - 9:55:49 PM GMT- IP address: 155.70.104.125
-  Document e-signed by Jon Franco (jon.franco@lumen.com)  
Signature Date: 2025-08-05 - 9:56:39 PM GMT - Time Source: server- IP address: 155.70.104.125
-  Agreement completed.  
2025-08-05 - 9:56:39 PM GMT



# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Agreements with Siemens Healthcare Diagnostics, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Master Equipment and Products Agreement, Supplement and Addendum with Siemens Healthcare Diagnostics, Inc.; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. (For possible action)</b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Chemistry and immunochemistry analyzers; related accessories	
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital) & 450.530 (GPO-HPG)	
Term: 24 months after installation; plus 1-year renewal option	
Amount: Not-to-Exceed \$2,313,567.67 annually or \$6,940,703.01 in aggregate	
Out Clause: May terminate at end of the fiscal year for non-appropriation; 30 days for default	

#### BACKGROUND:

This request is for approval of the (i) Master Equipment and Products Agreement; (ii) Supplement to Master Equipment and Products Agreement for Cost-Per-Result or Cost-Per Test; and (iii) Addendum No. 1 to the Supplement to Master Equipment and Products Agreement for Cost-Per-Result or Cost-Per-Test with Attachment A (collectively, the “Agreement”) with Siemens Healthcare Diagnostics, Inc. (“Siemens”) for UMC’s laboratory crucial access to chemistry and immunochemistry analyzers, along with related accessories. The Siemens solution, which includes, but is not limited to, Atellica Chemistry and Atellica Immunoassay, has been utilized by Pathology since 2018 and has proven valuable over the previous seven-year term.

This request is in compliance with NRS 450.525 and NRS 450.530. Siemens is a member of the group purchasing organization Healthtrust Performance Group (“HPG”), which allows preferred pricing to UMC. UMC has obtained an HPG sourcing letter supporting the previous sentences. Further, a two-year term with a one-year option allows UMC financial flexibility prior to the start of the third year of the term.

Staff also requests authorization for the Hospital CEO to execute future amendments and extensions if deemed beneficial to UMC. UMC’s Director of Laboratory Services has reviewed and recommends approval of the Agreement, which has been approved as to form by UMC’s Office of General Counsel.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**14**

## MASTER EQUIPMENT AND PRODUCTS AGREEMENT

(Pricing includes Equipment Acquisition, Reagents, and/or Service)

Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Federal ID#:	88-6000436
	UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA		
Customer Name:	1800 W CHARLESTON BLVD	Ship to Customer #:	
Address:	LAS VEGAS, NV 89102	Sold to Customer #:	10849
City, State, Zip:	HEALTHTRUST GENERIC CODE		
Organization:			

**1) PURPOSE.** The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of laboratory equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and/or purchase of Service (as defined in Section 5). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term") which in no event shall extend beyond the term of this Agreement. Any Supplement is subject to and governed by the terms and provisions of this Agreement.

This Master Equipment and Products Agreement for acquiring Products in combination with Lease Programs (where pricing may include other components such as Equipment and/or Service.) ("Agreement") is by and between Siemens Healthcare Diagnostics Inc. ("Siemens" or "Vendor") and the party identified under "Legal Name" or "Customer Name" if no "Legal Name" in the heading above ("Customer" or "Participant" or "Purchaser") and is effective as of the date of the last signature of the parties contained herein ("Supplement Effective Date"). This Agreement is entered into in connection with that certain Purchasing Agreement dated May 1, 2011 by and between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Vendor (HPG-1109, as amended, the "Purchasing Agreement"). The terms and provisions of the Purchasing Agreement are incorporated into this Agreement by this reference, and this Agreement is subject to and governed by the terms and provisions of the Purchasing Agreement. For purposes of this Agreement, references in the Purchasing Agreement to (i) "purchases" or "purchasing" or words of similar import shall include "obtain", "obtaining", "lease" or "leasing", or words of similar import, and (ii) "prices" or "pricing" or words of similar import shall include "lease payments", "payments" or "rents", or words of similar import, to the fullest extent possible to include the leasing of Products under the Purchasing Agreement.

**2) TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall remain in effect for **twenty-four (24) months**, plus any Option period if applicable. unless earlier terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

Notwithstanding the foregoing, Customer is granted one Option to extend the Term, upon notice from Customer to Siemens, for a period of one year from the conclusion of month twenty-four of the Term.

**3) COMMITMENT.** Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term, to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum test amount of the Products identified on each Supplement or, if cost-per-result (CPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

**4) COMMITMENT EXCEPTION.** Should Siemens not be able to supply Product(s) due to: (a) a U.S. Food and Drug Administration ("FDA") action or, (b) a voluntary recall by Siemens, or (c) the inability of Siemens to supply a Product due to a backorder or other reason in excess of 60 days, or (d) Siemens inability to manufacture, sell or provide two or more Products listed on Attachment A to Customer then (i) Customer's commitment to purchase such Products will be suspended until such time as Siemens is able to manufacture, sell and provide such affected Product(s); and (ii) the Commitment will be equitably adjusted to account for the period that Customer was consequently unable to purchase the affected Product(s). If any of (a) through (d) are not cured within 120 days, Customer may terminate in accordance with the terms of the Supplement.

**5) EQUIPMENT MAINTENANCE AND SERVICE.** If applicable, (a) **Equipment Maintenance.** Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment.

(b) **Equipment Service.** In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If **Service** is specified on a Supplement, Siemens will provide Service in accordance with the



type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

**6) TRAINING.** Training for any Equipment acquired under this Agreement, shall be as specified in the Supplement. The training slots shall remain available for two years from the date of the Equipment delivery.

**7) SHIPPING AND INSTALLATION AND ACCEPTANCE.** Product deliveries will be FOB Destination. Shipping charges are not included in the Product price and will be "prepaid" by Siemens and added to the invoice as a separate line item that is identified as a "shipping" charge. Shipping and Handling Program provides no charge routine shipping for orders that are: 1) electronic (online or standing orders; i.e. GHX or Siemens) and; 2) above the dollar threshold by product line [chemistry \$5,000, hemostasis \$1,000, blood gas \$1,500, urinalysis \$1,250; or \$6,000 across all product categories]. When either 1 or 2 are not met, there will be a flat \$35 charge; for a maximum of \$70 when neither requirement is met. Siemens will pay all applicable shipping charges for the Equipment to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals. Formal "Acceptance" of the Equipment shall occur prior to the time of such Equipment being used to produce a test result that may be used in connection with a patient's diagnosis but in no case more than sixty (60) days from date of delivery.

**8) DELIVERY PERFORMANCE.** Siemens will deliver Consumables and Reagent Products within seven (7) days from receipt of order or the date stated in the order. Equipment (if applicable) will be delivered on the date stated in the order. If Siemens anticipates that it will not be able to deliver any Product order to Customer within seven (7) days from receipt of order or the date stated in the order, Siemens will immediately notify the Customer and work with the Customer to resolve such delivery issues to Customer's reasonable satisfaction. Such resolution may include acceptance of alternative delivery dates or provision of an acceptable substitute from Siemens at the same or lower pricing as the unavailable Product. Siemens shall be responsible for paying additional costs for any expedited shipment of Products required to meet the agreed upon delivery obligations. If Siemens and Customer are unable to reach resolution regarding delivery

failures, Customer shall have the right to either cancel the order in whole or part, in addition to any other rights of Customer arising under the Purchasing Agreement or this Agreement. Additional remedies available to Customer for delivery failures are contained in the Purchasing Agreement.

**9) INSPECTION.** All Products shall be subject to inspection and approval by Customer within five (5) business days of receipt. Any Products which do not comply with Customer's purchase order, including quantities and delivery time or which are damaged in shipment may be rejected by Customer. Customer may hold any Product rejected for reasons described herein pending Siemens' instructions which Siemens shall provide within ten (10) business days of notification from Customer of its rejection of Product. Based on Siemens instruction, if such Products are to be returned to Siemens' premise, Siemens will cover the expense, F.O.B. Origin, Freight Collect.

**10) WARRANTY AND LIMITATION OF LIABILITY.** Reference is made to the Purchasing Agreement.

**11) RISK OF LOSS AND INSURANCE.** Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment to Customer's premises, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Equipment. Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain adequate risk insurance on the Equipment naming Siemens as loss payee and liability insurance naming Siemens as an additional insured.

**12) TITLE TO EQUIPMENT.** Siemens is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens or its Assignees. If any Supplement is deemed a lease for purpose of security, then as applicable law requires or permits Vendor to give public notice of Vendor's interest in Equipment subject to a lease, such public notice shall not include any claim of any security interest in such Equipment or any other collateral, and such public notice shall be limited to a statement of Vendor's interest, if any, in such Equipment, only together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired (as defined in the applicable Uniform Commercial Code). Upon complete satisfaction of the applicable Supplement then upon reasonable request of Customer, Vendor shall promptly terminate such public filing. Customer shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment.

**13) TAXES.** Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Siemens with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek



reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes. Reference is also made to the Purchasing Agreement.

**14) PAYMENT.** All invoices are due and payable within thirty (30) days of date of invoice.

**15) PRICING.** Pricing is firm for the term of this Agreement unless otherwise negotiated between Customer and Siemens.

**16) COMPLIANCE.** On a periodic basis, but no more frequently than annually, Siemens may review whether Customer has made sufficient purchases to meet the Commitment Amount associated with the period under review. Review Period shall be any consecutive twelve (12) month period commencing with the start date of the Supplement Term. If Customer's purchases for the Review Period are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall". In the event of a Shortfall, Siemens shall meet and discuss the results of their findings with Customer and allow Customer to respond within seven (7) days. Both parties agree that in order for Siemens to be compensated for the Shortfall one or more of the following remedies may be used: a) adjust the volumes to reflect accurate, current purchasing trend; b) adjust the Product pricing to reflect the amount owed for service and/or other surcharged items; c) invoice Customer for at least the amount of the Shortfall that is attributable to the service and/or other surcharged items until such time that the Shortfall has been satisfied.

**17) SOFTWARE.** Unless otherwise provided in the Purchasing Agreement, the following terms apply:

For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for such open source software available upon request from Customer in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software is provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

**18) INDEMNIFICATION.** Reference is made to the Purchasing Agreement.

**19) ASSIGNMENT.** Neither party may assign either this Agreement or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of the other party, and such consent shall not be unreasonably withheld. Each party must provide the other party with prompt written notice of any changes in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees"), in which

case Siemens shall remain liable for the performance of its obligations hereunder.

**20) DISCLOSURE OF DISCOUNTS.** Customer acknowledges that discounts, rebates, credits, goods or services provided by Vendor at no additional cost, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement may constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use and possible service of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs. Upon reasonable request, Vendor shall provide Customer information to support Purchaser's reports of Discounts and Vendor will refrain from activity that impedes Customer from meeting its obligations to report such Discounts.

**21) PAYMENT OBLIGATION.** (a) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. Nothing in this Section 21 shall limit, modify, affect or hinder or otherwise alter in any way any rights and remedies of Customer (or HealthTrust) under the Purchasing Agreement or this Agreement.

**22) ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, including the Supplements and the Purchasing Agreement, sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein. Any term or condition contained in a Customer purchase order relating to Products supplied hereunder shall be null and void. If any conflict arises between the terms herein and the terms of any exhibit supplement and/or the Purchasing Agreement, the terms of the Purchasing Agreement shall take priority. Any changes to this document shall have no legal effect without the prior written approval of HPG.

**23) MISCELLANEOUS.** (a) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law, and Siemens acknowledges that this Agreement will be publicly posted for Customer's board approval. (b) Customer and Siemens will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section. Notwithstanding anything contained in this Agreement to the contrary, Siemens acknowledges that Customer is a public, county-owned, hospital that is subject to the applicable provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time-to-time, and, as such, its records are public documents available for

copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to the Agreement in accordance with applicable law which Siemens has claimed to be confidential and proprietary, Customer will immediately notify Siemens of such demand and, if applicable, Siemens shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Siemens shall indemnify, defend and hold harmless Customer from any claims or actions, including direct, actual, and reasonable costs and attorneys' fees, to the extent regarding or directly related to any demand for the disclosure of Siemens' documents in Customer's custody and control required by applicable law.

**Notices submitted by Customer shall be remitted to Siemens at:**

Siemens Healthcare Diagnostics, Inc.  
511 Benedict Ave  
Tarrytown, NY 10591  
Att: Legal Department

Notices submitted by Siemens shall be remitted to Customer at:  
University Medical Center of Southern NV  
Attn: Legal Department - Contracts  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

**IN WITNESS HEREOF**, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

**CUSTOMER – HealthTrust Member Facility**

By: \_\_\_\_\_

(Authorized Signature Authority for Facility)

Name (print): Mason Van Houweling

Title: Chief Executive Officer

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

By: \_\_\_\_\_ N/A

(Facility Department Director)

Name (print): \_\_\_\_\_ N/A

Title: \_\_\_\_\_ N/A

Date: \_\_\_\_\_ N/A

**Siemens Healthcare Diagnostics Inc.:**

By: Fielder Digitally signed by Fielder David  
DN: cn=Fielder David, o=Siemens,  
email=david.fielder@siemens-  
healthineers.com  
Reason: I have reviewed this document  
Date: 2025.08.05 13:31:10 -0700

Name (print): David

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

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

Address: 511 Benedict Ave, Tarrytown, NY 10591

*Heather Wenk*

By: \_\_\_\_\_

Name (print): Wenk Digitally signed by Wenk Heather  
DN: cn=Wenk Heather,  
o=Siemens,  
email=heather.wenk@siemens-  
healthineers.com  
Date: 2025.08.05 16:40:00 -0400

Title: Heather

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

Address: 511 Benedict Ave, Tarrytown, NY 10591

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void. At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 30 days of Siemens pre-signature herein.



**SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT  
FOR  
COST-PER-RESULT OR COST-PER TEST  
(Includes Equipment, Reagents and Service)**

Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Federal ID#:	88-6000436
Customer Name:	UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA	Ship to Customer #:	
Address:	1800 W CHARLESTON BLVD	Sold to Customer #:	10849
City, State, Zip	LAS VEGAS, NV 89102		
Organization:	HEALTHTRUST GENERIC CODE		

THIS SUPPLEMENT ("Supplement") to the Master Equipment and Products Agreement (Document 3) (the "Agreement") dated \_\_\_\_\_ is by and among Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of the last signature of the parties contained herein ("Supplement Effective Date"). In the event that there is any conflict between the Master Equipment and Products Agreement and this Supplement to Master Equipment and Products Agreement for Cost-Per-Results or Cost-Per Test ("Supplement"), then this Supplement shall control.

**1) EQUIPMENT.** Siemens agrees to lease to Customer, for Customer's use at the address Customer has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

**2) PRODUCTS.** Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

**3) PRODUCT ORDERING AND INVOICING.** For Cost Per Test and Cost Per Result programs, Customer will order Products on an as needed basis and will be invoiced upon shipment of the Products. The pricing and other terms stated in this Supplement supersedes any previous price arrangements Customer may have with Siemens or any Group Purchasing Agreements, other than HealthTrust Purchasing Group. In the event Customer is a party to the Group Standardization Agreement, those terms would also apply.

**4) COMMITMENT; AMOUNT ALLOCABLE TO EQUIPMENT AND SERVICE.** The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and Training. If so, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing. If Customer chooses to participate in a Cost Per Test ("CPT"), the portion of the Commitment Amount allocable to the Equipment is \$7,387.00 per month. If applicable, the portion of the Commitment Amount allocable to Service is \$14,769.41 per month.

**5) TERM.** This Supplement is effective as of the Supplement Effective Date. The Supplement Term is **twenty-four (24) months** beginning thirty (30) days after installation of the Equipment but in no event beyond **twenty-seven (27) months** from the installation of the Equipment.

**6) END OF TERM PURCHASE OPTION.** If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (not to exceed thirty percent (30%) of the original price of the Equipment). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions that are within reason, provided to Customer by Siemens.

**7) TERMINATION.** (a) **Customer Termination for Siemens Default.** If Siemens Defaults (as defined below) under this Agreement or this Supplement and does not cure such Default within thirty (30) days after receiving written notice of such

**Siemens Healthcare Diagnostics Inc.**

511 Benedict Ave  
Tarrytown, NY 10591  
914-631-8000

Page 1 of 3

Quote# CPQ-1233645-8

Default, Customer may in its discretion and without further liability, terminate this Supplement. In the event of such termination, Siemens shall be responsible for paying all costs associated with packing and picking up the Equipment and shipping it back to Siemens.

A Default is deemed to have occurred by Siemens if Siemens violates any of the terms of this Agreement or this Supplement or any terms of the Purchasing Agreement applicable to these contractual obligations, and the performance (or lack of performance) thereof, between Purchaser and Vendor therein.

**(b) Siemens Termination for Customer Default.** If Customer Defaults (as defined below) under, this Agreement or this Supplement and does not cure such Default within thirty (30) days after Customer has received written notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement. In the event of such termination, Customer shall be responsible for paying the termination amount. A Default is deemed to have occurred if Customer: (i) if payment is 60 days past due the invoice due date; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of the Agreement or this Supplement.

**(c) Effects of Termination.** In the event of a termination under Section 7 (b), Customer shall be obligated to pay to Siemens as applicable, (i) the amount attributable to the Equipment as described below (such amount shall be prorated to the exact month of the effective date of such termination):

Percent of Equipment Price*	Three Year Term	Four Year Term	Five Year Term
Year 1	100%	100%	100%
Year 2	93%	93%	93%
Year 3	75.3%	75.3%	75.3%
Year 4		55.7%	55.7%
Year 5			41.3%
Year 6			
Year 7			

\*Equipment Price shall be identified as the price listed in the Purchasing Agreement.

And (ii) all other outstanding, unpaid invoices under this Agreement. Customer will be responsible for paying the amount within thirty (30) days after receipt of invoice. Customer shall permit Siemens or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens may deem advisable, and Siemens may be the purchaser at any such sale (if any such notice is required, Siemens and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS' RIGHTS AND REMEDIES HEREUNDER. Termination pursuant to Section 8 (b) does not relieve Customer of any of its obligations under the Agreement or this Supplement including, but not limited to, payment of the Termination Amount (either item (i) or (ii)) in this Section 7(c).

**8) COMPLIANCE** On a periodic basis, but no more frequently than annually, Siemens may review whether Customer has made sufficient purchases to meet the Commitment Amount associated with the period under review. Review Period shall be any consecutive twelve (12) month period commencing with the start date of the Supplement Term. If Customer's purchases for the Review Period are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall". In the event of a Shortfall, Siemens shall meet and discuss the results of their findings with Customer and allow Customer to respond within seven (7) days. Both parties agree that in order for Siemens to be compensated for the Shortfall one or more of the following remedies may be used: a) adjust the volumes to reflect accurate, current purchasing trend b) adjust the Product pricing to reflect the amount owed for service and/or other surcharged items; c) invoice Customer for at least the amount of the Shortfall that is attributable to the service and/or other surcharged items; until such time that the Shortfall has been satisfied.



IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

Sales Representative (Print Name)

Quote #: CPQ-1233645-8

(use blue ink): CUSTOMER - HEALTHTRUST MEMBER FACILITY

By: \_\_\_\_\_ By: N/A \_\_\_\_\_  
(Authorized Signature Authority for Facility) (Facility Department Director)  
Name (print): Mason Van Houweling Name (print): N/A  
Title: Chief Executive Officer Title: N/A  
Date: \_\_\_\_\_ Date: N/A

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By: Fielder Digitally signed by Fielder David  
DN: cn=Fielder David, o=Siemens,  
email=david.fielder@siemens-  
healthcare.com  
Reason: I have reviewed this document  
Date: 2025.08.05 13:32:57 -07'00'  
Name (print): David  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By: Heather Wenk  
Name (print): Wenk Digitally signed by Wenk Heather  
DN: cn=Wenk Heather,  
o=Siemens,  
email=heather.wenk@siemens-  
healthcare.com  
Date: 2025.08.05 16:40:18 -04'00'  
Title Heather  
Date: \_\_\_\_\_

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void. At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 30 days of Siemens pre-signature herein.



**Addendum No. 1  
TO THE SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT  
FOR  
COST-PER-RESULT OR COST-PER TEST  
(Includes Equipment, Reagents and Service)**

Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Federal ID#:	88-6000436
Customer Name:	UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA	Ship to Customer #:	
Address:	1800 W CHARLESTON BLVD	Sold to Customer #:	10849
City, State, Zip	LAS VEGAS, NV 89102		
Organization:	HEALTHTRUST GENERIC CODE		

This ADDENDUM to the terms and conditions of the **SUPPLEMENT ("Supplement")** to Master Equipment and Products Agreement (the "Agreement") dated \_\_\_\_\_ is between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer")** and Siemens Healthcare Diagnostics Inc. ("Siemens"). Upon the parties signing this Addendum, the additional/modified terms listed below will apply.

1. Section 5 of the Supplement, titled TERM, is hereby deleted in its entirety and replaced with the following:

**5) TERM.** This Supplement is effective as of the Supplement Effective Date. The Initial Supplement Term is **twenty-four (24) months** beginning thirty (30) days after installation of the Equipment. Upon completion of the Initial Supplement Term, the Customer shall have the option to extend the term by twelve (12) months ("Extended Term"). Customer must notify Siemens of their intent to exercise the extension option in writing within thirty (30) days of the completion of the Initial Supplement Term. If Customer fails to notify Siemens of their intent to extend the term, this Supplement shall automatically terminate upon the completion of the Initial Supplement Term.

2. Section 6 of the Supplement, titled END OF TERM PURCHASE OPTION, is hereby deleted in its entirety and replaced with the following:

**6) END OF TERM PURCHASE OPTION.** If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Siemens will transfer its title in the Equipment to Customer on an "AS IS, WHERE IS BASIS" without representation or warranty for one dollar (\$1). Customer will need to contact Siemens for transfer of title in the Equipment at the end of the Supplement Term.

3. The termination grid included in Section 7(c), Effects of Termination, is hereby deleted and replaced with the following:

Percent of Instrument Price	Two Year Term
Year 1	100%*
Year 2	93%*
Year 3	

\* Based on a GPO Start Price of \$209,400.13.

4. The following is hereby added as Section 9 to the Supplement:

**9) TERM EXTENSION CREDIT.** Provided that the Customer exercises the option for the Extended Term, per the terms of section 5 of this Supplement, then the Customer will be eligible for a one-time \$160,000 reagent credit at the start of the Extended Term ("Term Extension Credit"). Customer shall only be eligible for the Term Extension Credit if Customer (i) is compliant by meeting the Commitment Amount for each of the two years and all other terms of the agreement and current on all invoices, (ii) have informed Siemens in writing of their intent to extend the term of the Supplement per Section 5, and (iii) request the Term Extension Credit in writing to Siemens within thirty (30) days of the start of the Extended Term. Upon written request, Siemens shall issue the Term Extension Credit provided that all requirements are met.

5. **EQUIPMENT REFINANCE.** This Supplement includes a refinancing of the equipment listed in the table below (the "Refinanced Equipment") that Customer has been leasing from Siemens pursuant to a Right Fit Placement Program Supplement to Master Equipment and Products Agreement dated 5/3/2018 and associated with quote #1-J9BN44-6(the "Previous Agreement"). The remaining financial obligation in the amount of \$273,187.02 for the Refinanced Equipment has been surcharged onto the Products pricing listed on Attachment A and the portion of the Commitment Amount allocable to the Equipment will be increased by \$11,382.79 per month.

Refinanced Equipment		
QTY	Equipment	Serial Number
1	10636929 DIM EXL 200 DOMESTIC	DR271512
1	11067000 ATELLICA CH 930 ANALYZER	CM00330
1	11067000 ATELLICA CH 930 ANALYZER	CM00343
1	11066001 ATELLICA IM 1300 ANALYZER	IM00354
1	11067000 ATELLICA CH 930 ANALYZER	CM00344
1	11069001 ATELLICA SAMPLE HANDLER PRIME	SP00305
1	11069001 ATELLICA SAMPLE HANDLER PRIME	SP00320
1	11066001 ATELLICA IM 1300 ANALYZER	IM00357
1	11066001 ATELLICA IM 1300 ANALYZER	IM00358
1	11069001 ATELLICA SAMPLE HANDLER PRIME	SP00406
1	11222697 CL 16 S/W INSTALL KIT	DC2021006
1	11266636 Automation System Software AP2.0191	N/A
3	11222747 Atellica Barcode Printer	N/A
1	11273311 KIT SW ATELLICA PM APM-0402	N/A
18	11273397 LICENSE DEVICE CONNECTION APM	N/A
1	Bulk Input Module w/o Slot	BIFL-18-41
1	10987367 CS5100 Interface	N/A
1	10987395 Slot-Generic Interface	N/A
1	10987754 Slot-Input/Output Module-TIM	N/A
1	10987755 Slot-Bulk Input Module-TIM	N/A
3	10989323 ATELLICA SH CONNECT INTERFACE	N/A
6	11171780 Instrument Connection SW License	N/A
1	11214811 Ethernet Switch HP Procurve Switch	N/A
1	11266578 Input/Output Module w/o Slot	IOFL-18-232
1	11266581 Centrifuge Module w/o Slot	CMFL-18-320
1	11266581 Centrifuge Module w/o Slot	CMFL-18-321
1	11266583 Decapper Module w/o Slot	DCFL-18-183
1	11266583 Decapper Module w/o Slot	DCFL-18-192
1	11266584 Tube Sealer Module w/o Slot	SLFL-18-149
1	11266588 Tube Desealer Module w/o Slot	DSFL-18-90
25	11266589 Track Module (1 Meter)	N/A
2	11266592 Slot-Centrifuge Module	N/A
2	11266593 Slot-Decapper Module	N/A
1	11266594 Slot-Tube Sealer Module	N/A
1	11266595 Slot-Refrig Storage Module	N/A
1	11266596 Slot-Desealer Module	N/A
1	11266604 ADVIA Centaur XP/XPT Interface	N/A



1	11266614 DMS Server Size 2 (9-14 analyzers) 000100000000000055	N/A
4	11266638 Track Head - Standard	N/A
2	11266640 Track T w/ATR w/o Track Head	N/A
1	11171781 DMS Lic.-LIS Conn/MySQL 000100000000000056	N/A
2	11266637 Firewall Cisco 819H C819HWD	N/A
6	11266634 DMS Lic.-Conn. Analyzer w/CL	N/A
1	10711326 UPS APTIO 15KVA 3 PHASE 60HZ BM082JBA02	N/A
1	10941311 TRANSFMR AC 3PH APTIO N AMERICA	N/A
1	10714449 System Alignment Kit	N/A
1	10801740 APTIO AMC PC KIT	N/A
1	10817452 CENTAUR XP/XPT APTIO RISER KIT	N/A
1	10819355 AUTOMATION COVER ASSEMBLY	N/A
1	10717021 KIT NO 238 (APTIO)	N/A
3	10989322 SAMPLE RACK 48 TUBE POLYCARB 10PCS	N/A
1	10731969 Anthro Bench (Bench Bundle)	N/A
1	11154509 KIT SYNGO LCM SOFTWARE-VA20A	N/A
1	11154511 KIT SLCM HARDWARE SBI L13012415	N/A
1	11273715 POWER SUPPLY UNINTERRUPTIBLE	N/A
1	11312088 HIGH CAP. SERVER SPARE - SUB IVK DC3004628	N/A
9	11312187 WIN SVR 2008 RDS CAL (1 DEVICE) PK	N/A
1	10481888 CENTRALINK 8 PORT SWITCH KIT	N/A
1	10283274 LAB AUTOMATION KIT	N/A
1	10285007 SCANNER, CCD 65MM APERTURE	N/A
1	10285007 SCANNER, CCD 65MM APERTURE	N/A
1	10484323 TERMINL SRVR HYBRID MULTIPOST 100-2	N/A
9	10318091 CLIENT USER INTERFACE LICENSE	N/A
1	10315398 BACK-UP LAB AUTO CONNECTION LICENSE	N/A
2	10702399 MCAFEE ANTI-VIRUS SOFTWARE KIT	N/A
2	10708986 ADDITIONAL LIS CONNECTION	N/A
2	10708988 C/LINK ADDTL. LIS CONNECTION BACKUP	N/A
1	10816420 INSTALL KIT - SRS on CentraLink	N/A
9	10323787 BACK-UP CLIENT	N/A
1	10320826 ADM/CENTRALINK SOFTWARE LICENSE	N/A
1	10314118 BACK-UP LIC. ADM/CENTRALINK S/W	N/A
1	10814595 PRINTER LASER MS510 110V =! =	N/A
1	10317475 CABLE USB APC TO STATUS INDICATOR	N/A
17	10326890 RJ45-RJ45 CABLE (25FT)	N/A
2	10817505 MONITOR 24" LED	N/A
1	11221779 CONCENTRATOR 1-4 INSTRUMENT CONNECT	N/A
1	11221780 BACKUP CONC. LICENSE 1-4 INST CONNS	N/A
1	11221784 UPG CONC FROM 1-4 INSTS TO 5-10 INS	N/A
1	11221785 B/U UPG LIC CONC 1-4 TO 5-10 INSTS	N/A
1	11221789 UPG CONC FROM 5-10 INSTS TO 11-20 I	N/A
1	11221790 B/U UPG CONC FRM 5-10 INSTS TO 11-2	N/A

2	11220752 UPS 120V 1100VA ABCE1102-11	N/A
1	11222699 CL UN-CONFIG HIGH CAP SERVER KIT	DC2021006
4	11222937 CORD POWER 1.8M 13A NORTH AMERICA	N/A
1	11154682 ROUTER WIFI-N VPN NA	N/A
1	11069002 ATELLICA MAGLINE SH PRIMARY KIT	N/A
1	11069003 ATELLICA MAGLINE END KIT	N/A
1	11069014 ATELLICA MAGLINE ANALYZER 1ST KIT	N/A
1	11069015 ATELLICA MAGLINE ANALYZER ADD. KIT	N/A
1	11069018 ATELLICA SAMPLE HANDLER CONNECT	SC00225
1	11069019 ATELLICA MAGLINE SHC	N/A
1	11153882 Atellica Magline End Cover Kit	N/A
1	11154651 KIT COVER DAYTONA CC FIRST -GY	N/A
1	11154654 KIT COVER U-STANDARD IA -GY	N/A
1	11154682 ROUTER WIFI-N VPN NA	N/A
1	11069002 ATELLICA MAGLINE SH PRIMARY KIT	N/A
1	11069003 ATELLICA MAGLINE END KIT	N/A
1	11069014 ATELLICA MAGLINE ANALYZER 1ST KIT	N/A
1	11069015 ATELLICA MAGLINE ANALYZER ADD. KIT	N/A
1	11069018 ATELLICA SAMPLE HANDLER CONNECT	SC00226
1	11069019 ATELLICA MAGLINE SHC	N/A
1	11153882 Atellica Magline End Cover Kit	N/A
1	11154651 KIT COVER DAYTONA CC FIRST -GY	N/A
1	11154654 KIT COVER U-STANDARD IA -GY	N/A
1	11154682 ROUTER WIFI-N VPN NA	N/A
1	11069002 ATELLICA MAGLINE SH PRIMARY KIT	N/A
1	11069003 ATELLICA MAGLINE END KIT	N/A
1	11069014 ATELLICA MAGLINE ANALYZER 1ST KIT	N/A
1	11069015 ATELLICA MAGLINE ANALYZER ADD. KIT	N/A
1	11069018 ATELLICA SAMPLE HANDLER CONNECT	SC00167
1	11069019 ATELLICA MAGLINE SHC	N/A
1	11153882 Atellica Magline End Cover Kit	N/A
1	11154651 KIT COVER DAYTONA CC FIRST -GY	N/A
1	11154654 KIT COVER U-STANDARD IA -GY	N/A
1	10731962 Interface Module 2 Robot for XN XND-18-9	N/A
1	10735509 SLOT-SYSMEX XN INTERFACE 2 ROBOTS	N/A
1	11220339 CENTAUR XP GENERIC INSTALLATION KIT	N/A
1	11220344 CENTAUR XP LANGUAGE KIT ENGLISH US	N/A
1	10813364 UPS TOWER 2KVA 1800 W 208V	N/A
1	10814595 PRINTER LASER MS510 110V	N/A
1	10317475 CABLE USB APC TO STATUS INDICATOR	N/A
1	10816622 POWER CABLE 4.25M C13 CNCTR C14 PL	N/A

6. EQUIPMENT UPGRADE:

- a. **UPGRADE.** Customer had been leasing equipment from Siemens pursuant to the Previous Agreement that has not yet reached the end of Term and for which Customer has a remaining financial obligation: 15000 Refr. Storage Module w/o



Slot Serial Number ST 15-18-87, RSM Tool Kit, and CMPRSR APTIO 16.1CFM-60HZ (SF6FF) API747431 (the "Upgraded Equipment").

- b. **AMOUNT ALLOCABLE TO EQUIPMENT.** In consideration for the remaining financial obligation for the Upgraded Equipment, the portion of the Commitment Amount allocable to the Equipment will be increased by \$ 637.35 per month.
- c. **RETURN OF UPGRADED EQUIPMENT.** Customer will return the Upgraded Equipment within sixty (60) days of installation of the Equipment leased hereunder.

7. **NON-APPROPRIATION OF FUNDS.** To the extent that Customer is either a state or a political subdivision for purposes of Section 103 of the Internal Revenue Code of 1986, as amended, if insufficient funds are appropriated by Customer governing body during any fiscal year, Customer may elect to discontinue this Supplement on the last day of the fiscal period for which appropriations are available. To discontinue this Supplement, Customer must (i) notify Siemens in writing of the non-appropriation of funds within ten (10) days of the date upon which Customer becomes aware that insufficient funds will be available; (ii) provide Siemens with a certified statement of an authorized official to the effect that conditions permitting discontinuance of this Supplement have occurred, and (iii) return the Equipment, maintained in accordance with Paragraph 5 of this Supplement, to a destination designated by Siemens, properly crated and shipped in accordance with manufacturer's recommendations, freight prepaid and insured.

Customer may not discontinue this Supplement if any funds are appropriated to Customer by the governing body for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the Equipment for the remaining term of this Supplement.

Customer agrees to take all necessary action during the term of this Supplement to obtain adequate funds to satisfy Customer's obligations under this Supplement and will provide for such obligations in each applicable budget submitted to obtain appropriations, use Customer's best efforts to obtain approval of such budget, and exhaust all available appeals if an appropriation sufficient to satisfy such obligations is not made.

8. Upon full execution of this Supplement, the Previous Agreement between the parties shall hereby be terminated in its entirety.
9. Customer acknowledges and agrees that the terms and conditions set forth in the Facility Agreement dated on even date herewith between Customer and Siemens Healthcare Diagnostics Inc. are different than the terms and conditions set forth in the Facility Agreement attached to the HPG Purchasing Agreement 1109 and that Customer has requested such terms and conditions from Siemens Healthcare Diagnostics Inc.

Except as expressly modified hereby, all other terms and conditions of the Supplement shall remain in full force and effect.

**CUSTOMER-HealthTrust Member Facility:**

By: _____	By: _____
(Authorized Signature Authority for Facility)	(Facility Department Director)
Name (print): <u>Mason Van Houweling</u>	Name (print): <u>N/A</u>
Title: <u>Chief Executive Officer</u>	Title: <u>N/A</u>
Date: _____	Date: <u>N/A</u>

**Siemens Healthcare Diagnostics Inc.:**

By: <u>Fielder</u>	By: <u>Heather Wenk</u>
Name (print): <u>David</u>	Name (print): <u>Wenk</u>
Title: _____	Title: <u>Heather</u>
Date: _____	Date: _____

Digitally signed by Fielder David  
DN: cn=Fielder David, o=Siemens,  
email=david.fielder@siemens-  
healthineers.com  
Reason: I have reviewed this document  
Date: 2025.08.05 13:34:10 -07'00'

Digitally signed by Wenk Heather  
DN: cn=Wenk Heather,  
o=Siemens,  
email=heather.wenk@siemens-  
healthineers.com  
Date: 2025.08.05 16:41:29 -04'00'

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void. At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 30 days of Siemens pre-signature herein.

## Attachment A

Quote #: CPQ-1233645-8  
Approved: 07/24/2025

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 180 days of Approved date above.

Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Purchasing Group:	HEALTHTRUST PURCHASING GROUP
Customer Name:	UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA	Sold to #:	10849
Product Line:	Multiple		

<b>Product Line</b>	<b>Total annual minimum Commitment Amount</b>
Atellica Chemistry	
Atellica Immunoassay	
Dimension	
Syva	
<b>Contract Total</b>	<b>\$ 2,102,109.17</b>

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**THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.**

Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Atellica Chemistry

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Equipment Information - Atellica Chemistry**

	Part #	Onsite	Quantity	Comments
Atellica CH 930 Analyzer	11067000	Y	1	
Atellica CH 930 Analyzer	11067000	Y	1	
Atellica CH 930 Analyzer	11067000	Y	1	

Service	Service Level	Quantity	Start Year	# of Years	Comments
Extended Service	ATELLICA CH930 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA CH930 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included
Extended Service	ATELLICA CH930 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA CH930 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included
Extended Service	ATELLICA CH930 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA CH930 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included

**Financial Adjustments - Atellica Chemistry**

**Reagent Credit:**

Atellica Chemistry - Siemens will issue a reagent credit of \$ 16,000.00 for year 1.

**Products: Reagents Pricing - Atellica Chemistry**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
<b>Clinical Chemistry Assays</b>							
ALP_2c - Atellica CH - RGT - 4 x 1200 Tests	11097600						
ALT - Atellica CH - RGT - 3 x 850 Tests	11097605						
AST - Atellica CH - RGT - 3 x 850 Tests	11097607						
Alb - Atellica CH - RGT - 4 x 1700 Tests	11097590						
Amm - Atellica CH - RGT - 4 x 120 Tests	11097529						
Amylase_2 - Atellica CH - RGT - 3 x 350 Tests	11097649						
Anti-Streptolysin-O_3 CH - RGT - 2 x 400 tests	11537212						
CA_2 - Atellica CH - RGT - 4 x 2050 Tests	11097644						
CK_L - Atellica CH - RGT - 3 x 332 Tests	11097640						
CO2_c - Atellica CH - RGT - 4 x 1900 Tests	11097521						
Chol_2 - Atellica CH - RGT - 4 x 2100 Tests	11097609						
Crea_2 - Atellica CH - RGT - 4 x 1472 Tests	11097596						
DBil_2 - Atellica CH - RGT - 4 x 448 Tests	11097532						
GGT_2 - Atellica CH - RGT - 1792 Tests	11537248						
GluH_3 - Atellica CH - RGT - 4 x 1560 Tests	11097592						

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**Products: Reagents Pricing - Atellica Chemistry**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual	
Clinical Chemistry Assays								
HDLC - Atellica CH - RGT - 4 x 448 tests	11537213							
Inorganic Phosphorus (IP) - Atellica CH - RGT - 3 x 1700 Tests	11097611							
Iron_2 - Atellica CH - RGT - 4 x 448 Tests	11097601							
LDH L-P (LDLP) - Atellica CH - RGT - 4 x 448 Tests	11097594							
LDLC - Atellica CH - RGT - 4 x 400 tests	11537214							
Lac_3 - Atellica CH - RGT- 2 x 300 tests	11537218							
Lip - Atellica CH - RGT - 4 x 320 Tests	11097606							
Mg - Atellica CH - RGT - 3 x 400 Tests	11097612							
Na K Cl - Atellica IMT - RGT - 4 Sensors	11099315							
TBil_2 - Atellica CH - RGT - 4 x 448 Tests	11097531							
TP_2 - Atellica CH - RGT - 4 x 1850 tests	11537228							
Trig 2 - Atellica CH - RGT - 4 x 500 Tests	11537222							
UA - Atellica CH - RGT - 4 x 1200 Tests	11097608							
UCFP - Atellica CH - RGT - 4 x 370 tests	11097543							
UN_c - Atellica CH - RGT - 4 x 1560 Tests	11097593							
Clinical Chemistry Assays Total Annual				3,675,092.00		661.00		\$ 398,057.91
DAU								
Acetaminophen - Atellica CH - RGT - 4 x 300 Tests	11097522							
Amphetamine - Atellica CH - RGT - 4 x 380 Tests	11097506							
Barbiturates - Atellica CH - RGT - 4 x 380 Tests	11097507							
Benzodiazepine - Atellica CH - RGT - 4 x 380 Tests	11097505							
Cannabinoids - Atellica CH - RGT - 4 x 380 Tests	11097503							
Cocaine - Atellica CH - RGT - 4 x 380 Tests	11097504							
ETOH - Atellica CH - RGT - 4 x 300 Tests	11097501							
Opiates - Atellica CH - RGT - 4 x 380 Tests	11097502							
Phencyclidine - Atellica CH - RGT - 4 x 380 Tests	11097509							
Propoxyphene - Atellica CH - RGT - 4 x 380 Tests	11097519							
Salicylate - Atellica CH - RGT - 4 x 300 Tests	11097523							
DAU Total Annual				183,200.00		126.00		\$ 147,882.42
Diabetes								
A1c_Enz - Atellica CH - RGT - 2 x 300 Tests	11097536							
Protein								
C3 - Atellica CH - RGT - 2 x 200 Tests	11097624							
C4 - Atellica CH - RGT - 2 x 200 Tests	11097623							
Haptoglobin_2 - Atellica CH - RGT - 2 x 300 Tests	11537232							
IgA_2 - Atellica CH - RGT - 4 x 150 Tests	11097619							
IgG_2 - Atellica CH - RGT - 4 x 180 Tests	11097616							

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**Products: Reagents Pricing - Atellica Chemistry**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
<b>Clinical Chemistry Assays</b>							
IgM_2 - Atellica CH - RGT - 4 x 180 Tests	11097620						
Prealbumin - Atellica CH - RGT - 2 x 400 Tests	11537217						
RF - Atellica CH - RGT - 2 x 180 Tests	11097618						
Transferrin (Trf) - Atellica CH - RGT - 4 x 220 Tests	11097613						
hsCRP2 - Atellica CH - RGT - 2 x 360 Tests	11537224						
<b>Protein Total Annual</b>			<b>50,400.00</b>		<b>82.00</b>		<b>\$ 123,324.84</b>

**TDM**

Carbamazepin - Atellica CH - RGT - 4 x 100 Tests	11097515						
Gentamicin - Atellica CH - RGT - 4 x 100 Tests	11097516						
Li 2 - Atellica CH - RGT - 2 x 200 Tests	11532401						
Phenobarbital - Atellica CH - RGT - 4 x 100 Tests	11097514						
Phenytoin - Atellica CH - RGT - 4 x 100 Tests	11097510						
Theophylline - Atellica CH - RGT - 4 x 100 Tests	11097513						
Tobramycin - Atellica CH - RGT - 4 x 100 Tests	11097517						
Valproic Acid - Atellica CH - RGT - 4 x 100 Tests	11097512						
Vancomycin - Atellica CH - RGT - 4 x 100 Tests	11097511						
<b>TDM Total Annual</b>			<b>27,600.00</b>		<b>69.00</b>		<b>\$ 43,044.21</b>

**Products: Supplies - Atellica Chemistry**

	Part #	Annual # of Kits	Total Annual
A1c_Enz - Atellica CI - CAL	11099338		
ALP_2 CAL - Atellica CH - CAL - 6 x 1 x 1.0 mL	11099316		
Atellica CH PROT1 Cal	11537520		
BILI CAL - Atellica CH -CAL - 6x3mL	11537243		
CH Prot2 Atellica CH - Cal	11537246		
CHEM CAL - Atellica CH - CAL - 12 x 3 ml	11099411		
CHEM III CAL - Atellica CH - CAL - 2 vials x 3 levels x 2.5 ml	11099335		
CO2 CAL - Atellica CH - CAL - 2 x 21 ml	11099401		
Check Reagent - Atellica CH/CI - CONS - 8x47mL	11099311		
Cleaner - Atellica CH - CONS - 2 x 1.5 L	11099303		
Conditioner - Atellica CH - CONS - 2 x 1.5 L	11099302		
DRUG CAL - Atellica CH - CAL - 2 vials x 5 levels x 3 ml	11099336		
DRUG II CAL - Atellica CH - CAL - 2 x 5 x 5 ml	11099405		
Diluent - Atellica CH - CONS - 2 x 1.5 L	11099300		
Diluent - Atellica CH IMT - CONS - 2 x 1.5 L	11099305		
Dilution Ring Segment - Atellica CH - CONS - 5 segs x 23 cuvettes	11099327		
EMPTY - Atellica CH - CONS - 8 packs	11538114		
EMPTY - Atellica CH - CONS - 8 packs	11538115		
ENZ 1 CAL - Atellica CH - CAL - 6 x 2.5 ml	11099317		
ENZ 2 CAL - Atellica CH - CAL - 6 x 1.5 ml	11099318		
ENZ 3 CAL - Atellica CH - CAL - 6 x 2.0 ml	11099319		
HDLC - Atellica CH - CAL - 3x1mL	11537240		
Halogen Bulb Lamp Assembly - Atellica CH - CONS	11075676		
LDLC - Atellica CH - CAL - 3x2mL	11537241		

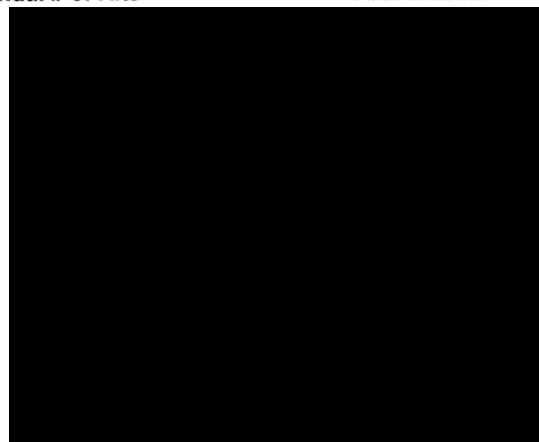
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**Products: Supplies - Atellica Chemistry**

LSP CAL - Atellica CH - CAL - 6 levels x 1 ml	11099434
Lamp Coolant - Atellica CH - CONS - 1 x 250 mL	11099307
Peristaltic Pump Tubing - Atellica CH - CONS	11075682
Reaction Ring Segment - Atellica CH - CONS - 5 segments x 17 cuvettes	11099326
Rgt Probe Cleaner 1 - Atellica CH - CONS - 8 x 45 mL	11099312
Rgt Probe Cleaner 2 - Atellica CH - CONS - 8 X 45 mL	11099313
Rgt Probe Cleaner 4 - Atellica CH - CONS - 4 x 47 mL	11099309
SPCL CHEM CAL - Atellica CH - CAL - 10 x 5 ml	11099438
Standard A - Atellica CH IMT - CONS - 2 x 1.5 L	11099304
Standard B+Salt Bridge - Atellica CH IMT - CONS - 2 x 125 ml	11099306
TOX CAL - Atellica CH - CAL - 6 x 3 ml	11099440
UCFP CAL - Atellica CH - CAL - 2 x 5 levels x 4ml	11099339
Wash - Atellica CH - CONS - 2 x 1.5L	11099301
Water Bath Additive - Atellica CH - CONS - 4 x 18 mL	11099308

**Annual # of Kits**

**Total Annual**



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PRO # P-CPQ-1233645-8-2  
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Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Atellica Immunoassay

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Equipment Information - Atellica Immunoassay**

	Part #	Onsite	Quantity	Comments
Atellica IM 1300 Analyzer	11066001	Y	1	
Atellica IM 1300 Analyzer	11066001	Y	1	
Atellica IM 1300 Analyzer	11066001	Y	1	

Service	Service Level	Quantity	Start Year	# of Years	Comments
Extended Service	ATELLICA IM1300 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA IM1300 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included
Extended Service	ATELLICA IM1300 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA IM1300 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included
Extended Service	ATELLICA IM1300 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	Included
Extended Service	ATELLICA IM1300 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	Included

**Products: Reagents Pricing - Atellica Immunoassay**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
<b>Anemia</b>							
Ferritin - Atellica IM - RGT - 450 Tests	10995568	450.00	8,100.00				
Fol - Atellica IM - RGT - 140 Tests	10995572	140.00	4,760.00				
Vitamin B12 - Atellica IM - RGT - 100 Tests	10995714	100.00	3,600.00				
<b>Anemia Total Annual</b>			<b>16,460.00</b>		<b>88.00</b>		<b>\$ 22,376.98</b>
<b>Bone</b>							
PTH - Atellica IM - RGT - 190 Tests	10995621	190.00	5,510.00				
Vitamin D 25-OH - Atellica IM - RGT - 100 Tests	10995719	100.00	2,400.00				
<b>Bone Total Annual</b>			<b>7,910.00</b>		<b>53.00</b>		<b>\$ 30,155.07</b>
<b>Cancer</b>							
Alpha-Fetoprotein - Atellica IM - RGT - 100 Tests - US only	11202257	100.00	800.00				
CA 125II - Atellica IM - RGT - 100 Tests	10995481	100.00	700.00				
CA 19-9 - Atellica IM - RGT - 50 Tests	10995490	50.00	1,350.00				
CEA - Atellica IM - RGT - 100 Tests	10995523	100.00	1,200.00				
PSA - Atellica IM - RGT - 100 Tests	10995662	100.00	2,800.00				
<b>Cancer Total Annual</b>			<b>6,850.00</b>		<b>82.00</b>		<b>\$ 26,503.73</b>
<b>Cardiac</b>							
BNP - Atellica IM - RGT - 100 Tests	10995471	100.00	13,000.00				
Estradiol - Atellica IM - RGT - 100 Tests	10995561	100.00	5,100.00				

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**Products: Reagents Pricing - Atellica Immunoassay**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
<b>Anemia</b>							
Troponin I High Sensitivity - Atellica IM - RGT - 100 Tests	10997840	100.00	52,500.00				
<b>Cardiac Total Annual</b>			<b>70,600.00</b>		<b>706.00</b>		<b>\$ 265,556.30</b>
<b>Fertility</b>							
FSH - Atellica IM - RGT - 190 Tests	10995580	190.00	1,520.00				
LH - Atellica IM - RGT - 110 Tests	10995635	110.00	990.00				
Progesterone - Atellica IM - RGT - 90 Tests	10995660	90.00	3,960.00				
Prolactin - Atellica IM - RGT - 50 Tests	10995656	50.00	800.00				
Total hCG - Atellica IM - RGT - 90 Tests	10995690	90.00	23,220.00				
<b>Fertility Total Annual</b>			<b>30,490.00</b>		<b>335.00</b>		<b>\$ 38,427.36</b>
<b>Hep/Aids</b>							
CHIV (US) - Atellica IM - RGT - 100 Tests	10995459	100.00	20,800.00				
HAV IgM Ab (aHAVM) - Atellica IM - RGT - 100 Tests	10995444	100.00	12,500.00				
HBc IgM (aHBcM) - Atellica IM - RGT - 100 Tests	10995449	100.00	12,800.00				
HBsII - Atellica IM - RGT - 200 Tests	10995604	200.00	15,000.00				
HBsII Ab- Atellica IM - RGT - 200 Tests	10995453	200.00	5,400.00				
HCV Ab (aHCV) - Atellica IM - RGT - 200 Tests - US only	11203473	200.00	14,400.00				
<b>Hep/Aids Total Annual</b>			<b>80,900.00</b>		<b>635.00</b>		<b>\$ 564,899.10</b>
<b>Infectious Disease</b>							
Rubella IgG - Atellica IM - RGT - 100 Tests	10995670	100.00	3,800.00				
Syphilis - Atellica IM - RGT - 200 Tests	10995675	200.00	6,800.00				
<b>Infectious Disease Total Annual</b>			<b>10,600.00</b>		<b>72.00</b>		<b>\$ 28,989.20</b>
<b>Inflammatory</b>							
Procalcitonin (BRAHMS) - Atellica IM - RGT - 100 T	11202699	100.00	6,300.00				
<b>Metabolics</b>							
Homocysteine - Atellica IM - RGT - 100 Tests	10995606	100.00	1,100.00				
<b>TDM</b>							
Cyclosporine A - Atellica IM - RGT - 50 Tests	10995548	50.00	900.00				
Digoxin - Atellica IM - RGT - 50 Tests	10995558	50.00	900.00				
<b>TDM Total Annual</b>			<b>1,800.00</b>		<b>36.00</b>		<b>\$ 11,437.92</b>
<b>Thyroid</b>							
FT3 - Atellica IM - RGT - 60 Tests	10995585	60.00	3,840.00				
FT4 - Atellica IM - RGT - 250 Tests	10995588	250.00	6,500.00				
T3 - Atellica IM - RGT - 120 Tests	10995679	120.00	1,200.00				
T4 - Atellica IM - RGT - 150 Tests	10995684	150.00	1,650.00				
TSH3-UL - Atellica IM - RGT - 550 Tests	10995704	550.00	16,500.00				
<b>Thyroid Total Annual</b>			<b>29,690.00</b>		<b>141.00</b>		<b>\$ 31,280.75</b>

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**Products: Reagents Pricing - Atellica Immunoassay**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
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**Anemia**

**other Immuno Assays**

Cortisol - Atellica IM - RGT - 50 Tests	10995538	50.00	2,200.00				
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**Products: Supplies - Atellica Immunoassay**

	Part #	Annual # of Kits	Total Annual
APW1 2PK - Atellica IM - CONS - 2 x 25 ml	10995458	41.00	
Acid - Atellica IM - CONS 2 x 1500 ml	11417929	36.00	
Atellica IM APW3 2PK	10998580	21.00	
BNP CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995473	5.00	
BNP QC KIT - Atellica IM - CTL - 3 x 3 x 2 ml	10995475	15.00	
Base - Atellica IM - CONS 2 x 1500 ml	11417930	36.00	
CA 125II CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995483	7.00	
CA 19-9 DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995491	14.00	
CAL 30 2PK - Atellica IM - CAL - 2 x 2 x 2 ml	10995495	9.00	
CAL A 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995500	7.00	
CAL B 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995503	7.00	
CAL C 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995506	7.00	
CAL D 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995509	7.00	
CAL E 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995512	14.00	
CAL Q 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995517	7.00	
CEA DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995525	7.00	
CHIV QC KIT - Atellica IM - CTL - 5 x 14 mL	10995528	7.00	
Cleaner - Atellica IM - CONS - 2 x 1.5L	11098502	189.00	
CsA CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995549	3.00	
CsA PRE 2PK - Atellica IM - CONS - 2 x 26 ml	10995552	7.00	
Fol DIL 2PK - Atellica IM - CONS - 2 x 10 mL	10995574	7.00	
Fol DTT/REL KIT - Atellica IM - CONS - 600 Tests	10995576	28.00	
HBsII QC KIT - Atellica IM - CTL - 2 x 2 x 10 ml	10995605	5.00	
HCY CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995498	4.00	
HCY DIL 2PK - Atellica IM - CONS - 2 x 10 mL	10995608	5.00	
Humidity Pack - AIM - CONS - 5pack	11313505	12.00	
Multi-Diluent 1 2PK - Atellica IM - CONS - 2 x 25 mL	10995637	21.00	
Multi-Diluent 11 2PK - Atellica IM - CONS - 2 x 5 ml	10995642	7.00	
Multi-Diluent 12 Bottle - Atellica IM - CONS - 1 x 20 mL	10995550	2.00	
Multi-Diluent 13 2PK - Atellica IM - CONS - 2 x 10 mL	10995643	7.00	
Multi-Diluent 2 2PK - Atellica IM - CONS - 2 x 10 ml	10995644	120.00	
Multi-Diluent 3 2PK - Atellica IM - CONS - 2 x 5 mL	10995645	7.00	
PCT (Brahms) QC KIT - Atellica IM - CTL - 2 x 2 x 2 ml	11202700	22.00	
PTH QC KIT - Atellica IM - CTL - 3 x 2 x 1 ml	10995626	17.00	
PW3 KIT - Atellica IM - CONS - 1 x 50 ml	10995666	4.00	
Rub G QC KIT - Atellica IM - CTL - 3 x 2 x 2,7 ml	10995671	3.00	
Syph QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml	10995676	4.00	
T3 DIL Bottle - Atellica IM - CONS - 1 x 10 mL	10995680	2.00	
T3/T4/VB12 ANC RGT 2PK - Atellica IM - CONS - 2 x 25 ml	10995682	14.00	
T4 DIL Bottle - Atellica IM - CONS - 1 x 10 mL	10995686	2.00	
ThCG DIL 2PK - Atellica IM - CONS - 2 x 25 mL	10995691	7.00	
VB12 DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995716	7.00	
VB12 DTT/REL KIT - Atellica IM - CONS - 1 Kit	10995718	21.00	

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**Products: Supplies - Atellica Immunoassay**

VitD DIL 2PK - Atellica IM - CONS - 2 x 25 mL  
 VitD QC KIT - Atellica IM - CTL - 2 x 3 x 2 ml  
 Wash 1 - Atellica IM - CONS - 1 x 3000 ml  
 aHAVM QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml  
 aHBcM QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml  
 aHBs2 QC KIT - Atellica IM - CTL - 2 x 2 x 10 ml  
 aHCV QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml  
 eE2 DIL 2PK - Atellica IM - CONS - 2 x 5 mL

**Part #**

**Annual # of Kits**

10995721 7.00  
 10995724 5.00  
 11098501 388.00  
 10995445 2.00  
 10995450 1.00  
 10995454 3.00  
 10995457 2.00  
 10995563 7.00

**Total Annual**



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Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Atellica Solution Components

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Equipment Information - Atellica Solution Components**

	Part #	Onsite	Quantity	Comments
Atellica Sample Handler Prime	11069001	Y	1	
Atellica Sample Handler Prime	11069001	Y	1	
Atellica Sample Handler Prime	11069001	Y	1	

**Service**

Service	Service Level	Quantity	Start Year	# of Years	Comments
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR TOP 2 AGR	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR TOP 2 AGR	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR GUARDIAN PRGM	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	
Extended Service	ATELLICA SH 2-7YR TOP 2 AGR	1	1	2 Year(s)	
Extended Service	Atellica Solution UPS & EBM Service	1	1	2 Year(s)	

**Products: Supplies - Atellica Solution Components**

	Part #	Annual # of Kits	Total Annual
ATELLICA ARCHIVE TRAY KIT	11069071	3.00	
Atellica Supplemental Rack 55 Pos.	11069025	3.00	
Barcode labels - Atellica Solution Components - CONS -	11481335	9.00	
Tube Top Sample Cup 1ml - Atellica Solution Components - CONS - 1000 cups/bag	11069061	1.00	


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Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Automation

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Equipment Information - Automation**

	Part #	Onsite	Quantity	Comments
Slot-Bulk Input Module-TIM	10987755	Y	1	
15K Storage Module - No fridge	11701228	N	1	

Service	Service Level	Quantity	Start Year	# of Years	Comments
Extended Service	AUTOMATION 2-7YR TOP 2 AGRMT	1	1	1 Year(s)	
Warranty Service	AUTOMATION TOP 2	1	1	1 Year(s)	
Extended Service	AUTOMATION 2-7YR TOP 2 AGRMT	1	2	1 Year(s)	

**Products: Supplies - Automation**

	Part #	Annual # of Kits	Total Annual
APTIO ALIQUOT TIPS (1000)	10706896	1.00	
Aliquot Tube Labels - Aptio Automation - CONS	10720493	1.00	
Aliquoter Tips - Automation - CONS - 1000 pcs.	11559872	1.00	
Caps - Aptio Automation - CONS	11535212	1.00	
Tubes - Aptio Automation - CONS	11535215	1.00	

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Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Dimension

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Equipment Information - Dimension**

Part #	Onsite	Quantity	Comments
DIMENSION EXL 200 - CRATED	10636928	Y	1

**Service**

Service Level	Quantity	Start Year	# of Years	Comments
Extended Service DIM EXL W/LM 2-7YR TOP 2 AGRMT	1	1	2 Year(s)	

**Training**

Total Training	Training Site	Air Paid By	Comments
A-La Carte Classroom TRNG Dimension	1	Siemens	Siemens

**Products: Reagents Pricing - Dimension**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
TDM							
Sirolimus - DIMENSION - RGT - 80 tests	10464331	80.00	720.00				
Tacrolimus - DIMENSION - RGT - 80 tests	10700795	80.00	13,280.00				
<b>TDM Total Annual</b>			<b>14,000.00</b>		<b>175.00</b>		<b>\$ 187,451.36</b>

**Products: Supplies - Dimension**

Part #	Annual # of Kits	Total Annual
Check - DIMENSION - CONS - 8 Flexe	10481507	23.00
Chemistry Wash - DIMENSION - CONS - 1x1,7 Liter	10445052	12.00
Cup Small - DIMENSION - CONS - 1000 Pieces	10445040	1.00
Cup/Lid - DIMENSION - CONS - 1000 Pieces	10445041	3.00
Cuvette Cartridge - DIMENSION - CONS - 1 Cartridge	10445042	3.00
HM Reaction Vessel - DIMENSION - CONS	10445044	14.00
Paper - DIMENSION - CONS - 4 Rolls	10445050	5.00
Probe Cleaner - DIMENSION - CONS - 1x500mL	10445036	18.00
Sample Probe Cleaner - DIMENSION - CONS - 1x1 Liter	10445035	12.00
Sirolimus - DIMENSION - CAL - 2x5x2mL	10464327	6.00
Tacrolimus Calibrator - DIMENSION - CAL - 2x5x2mL	10700796	6.00
Water ACAIV/V DIM710615901 - DIMENSION - CONS - 4x3,5 Liter	10444887	16.00

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Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
 Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
 Product Line: IT

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
 Sold to #: 10849

**Equipment Information - IT**  
 ADM S/W v1.4 INSTALL KIT  
 Atellica Connectivity Manager  
 Atellica Process Manager

Part #	Onsite	Quantity	Comments
11314239	Y	1	
11274691	Y	1	
11273311	Y	1	

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Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Purchasing Group:	HEALTHTRUST PURCHASING GROUP
Customer Name:	UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA	Sold to #:	10849
Product Line:	Other Shared Supplies		

---

<u>Products: Supplies - Other Shared Supplies</u>	<b>Part #</b>	<b>Annual # of Kits</b>	<b>Total Annual</b>
Cuvettes - CONS - 3000 Pieces	10309546	106.00	Included
Sample Tips - CONS - 6480 Pieces	10309547	41.00	Included

**THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.**

PRO # P-CPQ-1233645-8-2  
QUO # CPQ-1233645-8

24-07-2025  
Page 14 of 16

Legal Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTH NEVADA  
Product Line: Syva

Purchasing Group: HEALTHTRUST PURCHASING GROUP  
Sold to #: 10849

**Products: Reagents Pricing - Syva**

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
<b>DAU</b>							
Fentanyl 2 - RGT - ARK - 115mL	11554028	1,300.00	15,600.00				
<b>TDM</b>							
Amikacin EMIT - RGT	10445383	450.00	1,350.00				
Methotrexate ARK - Syva - Rgt - 16/8 ml	10709280	110.00	770.00				
<b>TDM Total Annual</b>			<b>2,120.00</b>		<b>10.00</b>		<b>\$ 11,096.06</b>

**Products: Supplies - Syva**

	Part #	Annual # of Kits	Total Annual
EMIT II Plus DAU L0 Calibrator - Syva - CAL - 14 ml	10445406	2.00	
EMIT II Plus DAU L1 Calibrator - Syva - CAL - 14 ml	10445407	2.00	
EMIT II Plus DAU L2 Calibrator - Syva - CAL - 14 ml	10445408	2.00	
EMIT II Plus DAU L3 Calibrator - Syva - CAL - 14 ml	10445409	2.00	
EMIT II Plus DAU L4 Calibrator - Syva - CAL - 14 ml	10445410	2.00	
EMIT II Plus DAU L5 Calibrator - Syva - CAL - 14 ml	10445411	2.00	
Fentanyl ARK Cal Cutoff - SYVA - CAL - 2 x 10 ml	11354476	2.00	
Fentanyl ARK Cal Neg - SYVA - CAL - 2 x 10 ml	11354475	2.00	
Fentanyl Controls ARK - SYVA - CTL - 2x2x10ml	11354477	2.00	
Methotrexate ARK - Syva - CAL - 6x2 ml	10709281	2.00	
Methotrexate ARK Complete - Syva - CTL - L-M-H,5,50,500 - 6x2 ml	10709282	1.00	
Methotrexate ARK Dilution Buffer - Syva - CONS - 25 ml	10709285	2.00	
Methotrexate ARK High - Syva - CTL - 5,50,500 - 3x2 ml	10709284	1.00	
Methotrexate ARK Norm - Syva - CTL - L-M-H-3x2 ml	10709283	1.00	

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Supplement.

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CUSTOMER:

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: Digitally signed by Fielder David  
 DN: cn=Fielder David, o=Siemens,  
 email=fielder.david@siemens-healthineers.com **Fielder**  
Reason: I have reviewed this document  
 Date: 2025.08.05 13:35:09 -07'00' **David**  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: *Heather Wenk*  
 Name (print): **Wenk** Digitally signed by Wenk Heather  
 DN: cn=Wenk Heather,  
 o=Siemens,  
 email=heather.wenk@siemens-healthineers.com  
**Heather** Date: 2025.08.05 16:41:45 -04'00'  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: 511 Benedict Ave, Tarrytown, NY 10591

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void. At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 30 days of Siemens pre-signature herein.

**THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.**





August 8<sup>th</sup>, 2025

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

Re: Request for competitive bidding information regarding chemistry & immunoassay testing systems - lab automation.

Dear Mr. Parandi:

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 chemistry & immunoassay testing systems - lab automation. 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 chemistry & immunoassay testing systems - lab automation. HealthTrust issued RFPs and received proposals from identified suppliers in the category of chemistry & immunoassay testing systems - lab automation. Agreements were awarded to Ortho Clinical Diagnostics, Abbott Labs, Roche Diagnostics, and Beckman Coulter in January of 2023. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Type of Business</b>					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Business Designation Group (For Informational purposes only)</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input checked="" type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Business Name:</b>		Siemens Healthcare Diagnostics Inc.			
<b>(Include d.b.a., if applicable)</b>					
<b>Business Address:</b>		1717 Deerfield Road, Deerfield IL 60015			
<b>Business Telephone:</b>		847-267-5300		<b>Email:</b> www.siemens.com	
<b>Business Fax:</b>					
<b>Local Business Address (Rep)</b>		Michele Byars Olmedo			
<b>Local Business Telephone:</b>		801-710-1890		<b>Email:</b> Michele.byars-olmedo@siemens.com	
<b>Local Business Fax:</b>		801-605-8724			

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

"Business 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.

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
Siemens Medical Solutions USA Inc.	N/A	100%
See attached for listing of Corporate Officers and	Board of Directors of Siemens Healthcare	Diagnostics Inc.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Laura J Cole  
 Signature  
ASST SECRETARY  
 Title

LAURA J COLE  
 Print Name  
4/2/2010  
 Date



## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"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)

**SIEMENS HEALTHCARE DIAGNOSTICS INC.**  
**OFFICERS AND DIRECTORS**  
Page 1 of 2

**F.E.I.N: 95-2802182**  
**Incorporated: 12/29/71**

<u>OFFICER/DIRECTOR</u>	<u>TITLE</u>	<u>BUSINESS ADDRESS</u>
Donal Quinn	Director and Chairman and CEO	1717 Deerfield Road Deerfield, IL 60015
Denice Kronau	Director, Chief Financial Officer and Treasurer	511 Benedict Avenue Tarrytown, NY 10591
Hermann Requardt	Director	Henkestrasse 127 Erlangen, Germany D-
Michael Sen	Director	Henkestrasse 127 Erlangen, Germany D-
Eric Spiegel	Director	601 Pennsylvania Ave. N.W., 11th Fl, Washington, DC 20004
Chase Dearborn	Senior Vice President, General Counsel and Secretary	1717 Deerfield Road Deerfield, IL 60015
Randy Daniel	Senior Vice President, Global Customer Management	1717 Deerfield Road Deerfield, IL 60015
David Edelstein	Senior Vice President, Regulatory Affairs, Quality Systems, Health, Safety and Environment Global Information Technology	1717 Deerfield Road Deerfield, IL 60015
David Hickey	Senior Vice President, Strategic Planning & Business Development	511 Benedict Avenue Tarrytown, NY 10591
Michael L. Johnson	Senior Vice President, Reagent Manufacturing & Logistics	511 Benedict Avenue Tarrytown, NY 10591
Kathleen Kennedy	Senior Vice President, Human Resources	1717 Deerfield Road Deerfield, IL 60015
Hanjoon Ryu	Senior Vice President, Point of Care	1717 Deerfield Road Deerfield, IL 60015
Nancy Krejsa	Vice President, Communications	1717 Deerfield Road Deerfield, IL 60015
Karla Weyand	Assistant Secretary	511 Benedict Avenue Tarrytown, NY 10591
Fritz Backus	Assistant Secretary	511 Benedict Avenue Tarrytown, NY 10591
Beverly Pacansky	Assistant Secretary	170 Wood Avenue South Iselin, NJ 08830
Robert Imig	Assistant Secretary	1717 Deerfield Road Deerfield, IL 60015
Louise Pearson	Assistant Secretary	1717 Deerfield Road Deerfield, IL 60015

**SIEMENS HEALTHCARE DIAGNOSTICS INC.**  
**OFFICERS AND DIRECTORS**  
**Page 2 of 2**

F.E.I.N: 95-2802182  
Incorporated: 12/29/71

<u>OFFICER/DIRECTOR</u>	<u>TITLE</u>	<u>BUSINESS ADDRESS</u>
Cynthia Tymeson	Assistant Secretary	Glasgow Business Community Bldg. 300 Newark, DE 19714
Laura Cole	Assistant Secretary	1717 Deerfield Road Deerfield, IL 60015

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Transplant Listing Fee Agreement with United Network for Organ Sharing (UNOS)</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Transplant Listing Fee Agreement with United Network for Organ Sharing; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000719200	Funded Pgm/Grant: N/A
Description: Transplant List Fee Services	
Bid/RFP/CBE: NRS 332.115.1(a) & (h) – Sole Source & Software	
Term: 5/1/2025 to 4/30/2030	
Amount: NTE \$500,000 per year or NTE \$2,500,000 for five (5) years	
Out Clause: 60 days w/o cause	

#### BACKGROUND:

Since October 5, 1989, UMC has been a member with the United Network for Organ Sharing (“UNOS”), a private nonprofit organization contracted with the federal government to oversee and operate the organ procurement and transplant programs of the Organ Procurement and Transplantation Network (“OPTN”).

This request is to enter into a new agreement with UNOS to help manage UMC patients registered in the UNet transplant waiting list. UNet is a secure web-based transplant platform, developed by UNOS, to list patients for transplant, match patients with available donor organs, and submit required OPTN data. The UNet program considers factors such as a patient’s medical urgency, time on the waiting list, blood type, organ size, geography, immune system match and pediatric status; and links all organ procurement organizations, transplant hospitals and histocompatibility labs.

As a member, UNOS responsibilities include but are not limited to: (i) maintaining the national organ transplant waiting list; (ii) coordinate the matching and distribution of donated organs; (iii) collect data on transplant recipients and organ donors; (iv) increase public awareness of the need for organ donors for pediatric patients; (v) develop standards that transplant surgeons and physicians must meet to be members of UNOS; and (vi) provide patient education materials.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**15**

UMC will compensate UNOS a NTE \$500,000 per year for transplant listing fee services from May 1, 2025 through April 30, 2030. Either party may terminate this Agreement with a 60-day written notice to the other. Staff also requests authorization for the Hospital CEO to execute future amendments and extensions within his yearly delegation of authority if deemed beneficial to UMC.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their August 20, 2025 meeting and recommended for approval by the Governing Board.

## TRANSPLANT LISTING FEE AGREEMENT

THIS TRANSPLANT LISTING FEE AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below ("Effective Date"), by and between the UNITED NETWORK FOR ORGAN SHARING, a private nonprofit organization contracted with the federal government to oversee and operate the organ procurement and transplant programs of the Organ Procurement and Transplantation Network (hereinafter referred to as "UNOS"), and the UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "UMC"), on behalf of UMC and its Affiliates (as defined below).

### WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which UNOS shall provide services to UMC as more fully set forth herein, as requested by UMC and agreed to by UNOS; and

WHEREAS, both parties have the required licenses and/or authorizations pursuant to all federal, state and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, in consideration of the above premises, mutual covenants, terms and conditions below, the parties agree as follows:

#### A. Services

For each UMC patient registered on the transplant waiting list, UNOS will, according to its obligations under the federal contract it holds with the Health Resources and Services Administration ("HRSA") manage *UNet*, the Computer System that determines how patients get matched with available organs, in compliance with allocation policies developed by the community and approved by the Organ Procurement and Transplantation Network ("OPTN") Board of Directors; and to ensure patients to an equitable access to organs.

In accordance with and subject to the limitations of OPTN requirements for OPTN membership, UMC will be given access for itself and its Affiliates to UNet, a secure web-based transplant platform, developed by UNOS, to list patients for transplant, match patients with available donor organs, and submit required OPTN data. "Affiliates" means all individuals provided access to UNet through UMC as an OPTN member, in full compliance with OPTN policies authorizing such access in accordance with UNOS Terms of Use.

UNOS Services under its contract with HRSA to operate the OPTN ("OPTN Services"):

- Maintain the national organ transplant waiting list;
- Coordinate the matching and distribution of donated organs;
- Collect data on transplant recipients and organ donors;
- Increase public awareness of the need for organ donors for pediatric patients;
- Use statistics and research to advance the science of transplantation;
- Bring the transplant community together to develop policies for sharing organs;
- Develop standards that transplant surgeons and physicians must meet to be members of UNOS;
- Educate medical professionals about donation and transplantation; and
- Provide patient education materials.

UNOS Services/Non-OPTN Responsibilities:

- Provide access to the Data Portal in UNet.
- Provide data analytics, tools, and dashboards, as described at <https://unos.org/solutions/research-data-analytics-transplant/>.

UMC Responsibilities:

- Ensure the accuracy and completeness of information or data supplied into the UNet platform.
- Agree (i) to be bound by all legal, regulatory, and policy requirements applicable to OPTN members, including amendments thereto, and (ii) to be bound by the terms, including amendments thereto, in all matters relating to consideration of the services non-OPTN received from UNOS.

## **B. Compensation**

1. In exchange for the Services, UMC agrees to compensate UNOS a set fee per patient registered on the UNet transplant waiting list during the Term. The total amount of compensation paid to UNOS will not exceed **\$500,000 per year**. Payment is Net 30 upon receipt of a correct invoice.
2. As of the Effective Date of this Agreement, the Compensation is inclusive of the OPTN Registration Fee for each waitlist-registered patient. If, during the Term, the federal government elects to collect the OPTN Registration Fee directly, the parties will modify the Compensation due under this Agreement in writing such that Compensation excludes the OPTN Registration Fee, and reflects only the per-patient fee for UNOS Services.
3. UMC acknowledges and agrees that the OPTN Registration Fee is set in advance by the federal government and cannot be unilaterally changed by UNOS. In no event will the portion of the Compensation comprised of the OPTN Registration Fee be altered during the Term of this Agreement, unless the OPTN Registration Fee is removed from the total Compensation in accordance with the circumstances in Section B(2).

## **C. Term and Termination**

This Agreement shall commence on May 1, 2025 and continue through April 30, 2030 ("Term"), unless otherwise terminated in accordance with the terms of this Section D. Any party hereto may terminate this Agreement upon sixty (60) days' written notice to the other party. Further, UNOS may terminate this Agreement immediately upon written notice to UMC, upon the occurrence of any of the following by UMC or any of its Affiliates:

1. Non-compliance by UMC or any of its Affiliates with the UNOS Terms of Use, which are incorporated herein by reference and may be updated by UNOS at any time at its sole discretion, provided, however, that no such rules or restrictions shall apply to UMC if in conflict with UMC's obligations under applicable state law (<https://unos.org/wp-content/uploads/2023-UNOS-Systems-Terms-of-Use.pdf>);
2. Non-compliance by UMC or any of its Affiliates with the requirements of the OPTN, the U.S. Department of the Health & Human Services (including, without limitation, its Health Resources & Services Administration), or any other government authority with oversight of the OPTN;
3. Non-compliance by UMC or any of its Affiliates with law or regulation, including a breach of the federal exclusion and debarment terms of Section J of this Agreement;
4. Direction by a government authority that UMC's access to UNet be discontinued; or
5. Failure of UMC or its Affiliates to take action required by UNOS or any government authority to terminate or limit the access of any person to UNet.

## **D. Assignment**

The duties and responsibilities of any party to this Agreement may not be assigned, in whole or in part, without prior written consent of the other party.

## **E. Modification**

This Agreement may be modified or amended only by written agreement, duly signed by the authorized representatives of the parties.

## **F. Responsibilities for Damages and Injuries**

1. Each party shall be responsible for its own claims for damages or injuries arising from the negligent acts or omissions of its officers, agents and employees in accordance with NRS Chapter 41. Neither party waives any right or defense to indemnification that may exist in law or equity.
2. UMC remains solely liable for medical decision-making arising from use (including use granted to Affiliates) of the UNet system and UNOS Tools, including without limitation any and all decision-making concerning the listing or de-listing of a patient in UNet; ordering, utilization, or interpretation of medical tests which may have an impact on listing; or accepting or declining to accept organ(s) for transplant use. Nothing in this agreement is intended to transfer such liability onto UNOS.

3. Indemnification.

- i. Indemnification by UMC. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, UMC shall indemnify, defend, and hold harmless UNOS from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by UMC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. UMC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.
- ii. Indemnification by UNOS. UNOS shall indemnify, defend and hold harmless UMC, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of UNOS, its officers, agents or employees in connection with this Agreement.

**G. Notice**

Any notice to one party from the other under this Agreement shall be given in writing and sent via U.S. mail (first class/postage paid), certified mail (return receipt requested), overnight courier or by hand delivery, and directed to the appropriate party as follows:

UNOS: United Network for Organ Sharing  
Attn: Legal Department  
700 N 4<sup>th</sup> Street  
Richmond, VA 23219

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

**H. No Intent to Benefit Non-Parties**

Neither party to this Agreement intends to benefit any person who is not named as a party to this Agreement, to assume any specific duty of any person or to assume any other duty beyond that imposed by general law.

**I. Non-Exclusion**

Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud and are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If any state or federal governmental agency initiates an investigation of a party, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement.

**J. Business Associate Agreement**

UMC and UNOS understand and acknowledge that during the performance of this Agreement, both parties may become aware of or come into possession of information that contains Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must remain secured, confidential, and protected in accordance with HIPAA and any other applicable federal and state statutes, rules, and regulations. In connection therewith, the parties agree to execute and shall be bound by a Business Associate Agreement, which is attached hereto as Attachment A.

**K. Applicable Law**

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate state or federal court in Clark County, Nevada.

**L. Public Records**

UNOS acknowledges that UMC is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If UMC receives a demand for the disclosure of any information related to this Agreement which UNOS has claimed to be confidential and proprietary,



UMC will immediately notify UNOS of such demand and UNOS shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for protective order. UNOS shall indemnify, defend and hold harmless UMC from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of UNOS documents in UMC's custody and control in which UNOS claims to be confidential and proprietary. For the avoidance of any doubt, UNOS hereby acknowledges that this Agreement will be publicly posted for approval by UMC's governing body.

**M. Budget Act and Fiscal Fund Out**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.

**N. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective as of the Effective Date:

UNITED NETWORK FOR  
ORGAN SHARING

*Dale Smith*

By: \_\_\_\_\_

Dale Smith  
Chief Operating Officer

Date: 05/08/2025

UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

By: \_\_\_\_\_

Mason Van Houweling  
Chief Executive Officer

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

**ATTACHMENT A  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is made effective the 1<sup>st</sup> of May, 2025, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **United Network for Organ Sharing**, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

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

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

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

## IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity’s Request, Business Associate agrees:
  - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

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

## VII. TERMINATION

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

At termination of this BAA, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## VIII. MISCELLANEOUS

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

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

In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this BAA, if necessary to bring it into compliance. If, after such 30-day period, this BAA fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

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

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

BUSINESS ASSOCIATE:

*Dale Smith*  
By: \_\_\_\_\_  
Dale Smith  
Chief Operating Officer

Date: 05/08/2025  
\_\_\_\_\_

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:0</b>						
<b>Corporate/Business Entity Name:</b>		United Network for Organ Sharing				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		700 N 4 <sup>th</sup> Street		<b>Website:</b> <a href="http://www.unos.org">www.unos.org</a>		
<b>City, State and Zip Code:</b>		Richmond, VA 23219		<b>POC Name:</b> Frances Rives <b>Email:</b> <a href="mailto:frances.rives@unos.org">frances.rives@unos.org</a>		
<b>Telephone No:</b>		804-782-4808		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)		n/a		<b>Website:</b>		
<b>City, State and Zip Code:</b>		n/a		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		n/a		<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Maureen McBride, PhD	Chief Executive Officer	Non-Profit
Dale Smith	Chief Operating Officer	Non-Profit
Ankit Mathur	Chief Technology Officer	Non-Profit
Emy Trende	Chief Legal Officer	Non-Profit
Julie Nolan	Chief of Staff	Non-Profit

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

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

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

Frances Rives  
Signature

Frances Rives  
Print Name

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Title	Manager; Procurement & Supplier Management	Date	7/21/2025
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>FY2025 Organizational Performance Objectives</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve the overall FY2025 Organizational Performance Objectives as reviewed and recommended by the Human Resources and Executive Compensation Committee; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

In accordance with the UMC CEO’s employment agreement, the Governing Board will establish the organizational performance objectives on a fiscal year basis for the purpose of evaluating performance in relation to merit salary adjustment and incentive bonus in accordance with the parameters of the agreement.

Each committee of the Governing Board has provided its recommended objectives to the Human Resources and Executive Compensation Committee, and the Human Resources and Executive Compensation Committee recommends approval of the objectives by the full Governing Board. The recommended fiscal year 2025 performance objectives are attached.

Cleared for  
Agenda  
August 27, 2025

Agenda Item #

**16**

Fiscal 2025

UMC Organizational Performance Objectives

	Y/N	Potential	UMC Achieved	HR & Exec Comp Comm. Awarded	Comments
		100.00%	93.25%	93.25%	
<b>Finance/Operations 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>25.00%</b>	<b>25.00%</b>	
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	Y	5.00%	5.00%	5.00%	
Home ALOS with a target equal to or less than 4.25	Y	5.00%	5.00%	5.00%	
ED to Observation target of 8.3%	Y	5.00%	5.00%	5.00%	
Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64	Y	5.00%	5.00%	5.00%	
OR First Case On Time Start (FCOTS): Target is 80%	Y	5.00%	5.00%	5.00%	
<b>Section Total</b>		<b>25.00%</b>	<b>25.00%</b>	<b>25.00%</b>	

<b>Clinical Quality 30%</b>	<b>Goal Met</b>	<b>30.00%</b>	<b>28.50%</b>	<b>28.50%</b>	
Improve or sustain improvement over the last three (3) year trending period for the following inpatient quality/safety measures: • CLABSI • CAUTI • SSI-COLON • PSI-90 • Hand Hygiene Compliance (overall) • Overall Mortality Index (observed / expected)		6.00%	4.50%	4.50%	Partial 95% of total 30%
Improve or sustain improvement over the last three (3) year trending period for the following patient experience measures (IP / OP): • Communication with Nurses • Communication with Physicians • Responsiveness of Staff (IP)	Y	6.00%	6.00%	6.00%	Met
Improve or sustain improvement (utilizing the Star Ratings) from prior year (CY23 / CY24) in the overall patient perception of care/service at UMC Quick Cares through the following online review sites (OP): • Yelp • Google	Y	6.00%	6.00%	6.00%	Met
Employed physician engagement / alignment measures (FY25): • Attain 100% onboarding attendance compliance with all UMC employed physicians. Onboarding is defined by the following two components: attends hospital/provider orientation; provided with performance metric expectations. • Attain 90% physician engagement / alignment survey participation, utilizing information gained to develop plans for improvement as other providers join the organization / service line.	Y	6.00%	6.00%	6.00%	Met
Employee engagement measure (FY25): • Reach 80% of UMC employees with additional ICARE training specifically focused on service recovery.	Y	6.00%	6.00%	6.00%	Met
<b>Section Total</b>		<b>30.00%</b>	<b>28.50%</b>	<b>28.50%</b>	

<b>Human Resources 20%</b>	<b>Goal Met</b>	<b>20.00%</b>	<b>16.00%</b>	<b>16.00%</b>	
In conjunction with the Employee Experience department, design and implement a new employee onboarding experience, which includes a new employee onboarding guide, revision of the existing new hire orientation, and revision of the existing 1st year check-in survey process	Y	4.00%	4.00%	4.00%	
Design a plan to automate internal transfers/onboarding using NeoGov, SAP, and other systems.	Y	4.00%	4.00%	4.00%	
For FY25 reduce per-diem turnover from the FY24 All Employee (48.26%) & RN (40.27%) categories by at least 2% each.	N	4.00%	0.00%	0.00%	
From September 1, 2024 through June 30, 2025, no more than 10% of the total Annual Reviews due will be issued to an employee more than 60 days after due date.	Y	4.00%	4.00%	4.00%	
With the support of clinical education and the DEI Committee implement the distribution of cultural competence materials and applicable resources during NHO and to P/D hires.	Y	4.00%	4.00%	4.00%	
<b>Section Total</b>		<b>20.00%</b>	<b>16.00%</b>	<b>16.00%</b>	

<b>Strategic Planning Committee 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>23.75%</b>	<b>23.75%</b>	
Continue to deliver improved clinical and financial outcomes in the existing service lines		6.25%	5.00%	5.00%	Partial 95% in total due to Cardiology
Finalize Rehab Business Plan and Proforma for the expansion of 4th and 5th floor trauma building and submit through approval process	Y	6.25%	6.25%	6.25%	
Enhance Strategic Initiatives in furtherance of the Academic Health Center	Y	6.25%	6.25%	6.25%	
Continue on the Journey to Achieve Comprehensive Stroke Certification	Y	6.25%	6.25%	6.25%	
<b>Section Total</b>		<b>25.00%</b>	<b>23.75%</b>	<b>23.75%</b>	

<b>Objective Total</b>		<b>100.00%</b>	<b>93.25%</b>	<b>93.25%</b>	
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>FY2026 Organizational Goals</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve the overall FY2026 Organizational Performance Objectives as recommended by the Human Resources and Executive Compensation Committee; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

In accordance with the UMC CEO's employment agreement, the Governing Board will establish the organizational performance objectives on a fiscal year basis for the purpose of evaluating performance in relation to merit salary adjustment and incentive bonus in accordance with the parameters of the agreement.

Each committee of the Governing Board has provided its recommended objectives to the Human Resources and Executive Compensation Committee, and the Human Resources and Executive Compensation Committee recommends approval of the objectives by the full Governing Board. The recommended fiscal year 2026 performance objectives are attached.

Cleared for  
Agenda  
August 27, 2025

Agenda Item #

**17**

**Fiscal 2026**  
**UMC Organizational Performance Objectives**

	Y/N	Potential	Achieved	Comments
		100.00%	0.00%	
<b>Finance/Operations 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>0.00%</b>	
Exceed fiscal year budgeted EBITDA		6.25%		
Discharged to home ALOS with a target equal to or less than 4.01		6.25%		
Labor utilization with a target equal to or less than Adjusted EPOB of 6.26 or SWB per APD of \$2,614 (excluding providers)		6.25%		
Develop and execute a revenue capture initiative to improve NPSR by \$7.5M, focused on denial reduction and documentation accuracy		6.25%		
<b>Section Total</b>		<b>25.00%</b>	<b>0.00%</b>	
<b>Clinical Quality 30%</b>	<b>Goal Met</b>	<b>30.00%</b>	<b>0.00%</b>	
Improve the Hand Hygiene Program during FY26 in the following measures: *Hand Hygiene Compliance (Overall) *Finalize vendor selection, budgeting, and obtain contract approval for electronic Hand Hygiene Surveillance System *Develop, implement, and execute a campaign to improve the Hand Hygiene Program		7.50%		
Improve or sustain improvement over the last three (3) year trending period for the following inpatient/outpatient quality/safety measures: *CLABSI *SSI – ORTHO (Hip, Knee, Spine) *PVAP – OVERALL (Adults) *PSI-90 *Adult ED Median Arrival Time to Disposition		7.50%		
Improve or sustain improvement over the last (1) year trending period for the following patient experience measures (IP / OP): *Communication with Nurses *Communication with Physicians *Responsiveness of Staff (IP)		7.50%		
Develop, implement, and execute plans/campaigns to support and improve the following performance goals/programs during FY26: *Communication with Physicians *Unit of the Week Rounding to Identify Areas in Need of Repair (# of repair opportunities identified within areas reviewed / # corrected on validation of area)		7.50%		
<b>Section Total</b>		<b>30.00%</b>	<b>0.00%</b>	
<b>Human Resources 20%</b>	<b>Goal Met</b>	<b>20.00%</b>	<b>0.00%</b>	
Reduce 1st year voluntary turnover (FT/PT/PD) by at least 1.0% (target ≤ 17.92%)		4.00%		
Research and recommend to the UMC Executive Team the implementation of a grievance tracking system by January 1, 2026.		4.00%		
Utilizing the Lean Six Sigma trained UMC employees, identify and implement process improvement initiatives that lead to at least \$250,000 in savings to the organization in FY26.		4.00%		
No later than March 1, 2026, redesign the existing Leadership Bootcamp curriculum to include at least 50% professional development content, and lead the first revised curriculum no later than June 30, 2026.		4.00%		
Offer at least one professional development opportunity each quarter of FY26 for all employees to help enhance their soft skills and prepare them for potential other UMC opportunities.		4.00%		
<b>Section Total</b>		<b>20.00%</b>	<b>0.00%</b>	
<b>Strategic Planning Committee 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>0.00%</b>	
Continue to improve clinical and overall financial outcomes in the existing five focused service line reviews of the Strategic Planning Committee.		5.00%		
Work on adding, implementing, and measuring a sixth focused service line review for interventional radiology.		5.00%		
Scope and analyze the establishment of a liver care service to include the future potential growth into liver transplant.		5.00%		
Enhance strategic initiatives to support the Academic Health Center.		5.00%		
Determine the next step(s) of UMC's Master Plan and secure appropriate funding for the first phase.		5.00%		
<b>Section Total</b>		<b>25.00%</b>	<b>0.00%</b>	
<b>Objective Total</b>		<b>100.00%</b>	<b>0.00%</b>	

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

<b>Issue:</b> <b>CEO Performance Review and Compensation Considerations</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve the recommended CEO merit salary adjustment and incentive bonus for Fiscal Year 2025; and recommend for ratification by the Board of Hospital Trustees for the University Medical Center of Southern Nevada; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

Estimate of \$296,371.29

**BACKGROUND:**

In accordance with the UMC CEO's employment agreement, the Governing Board will review the CEO's performance on a fiscal year basis and provide an appropriate merit salary adjustment and incentive bonus in accordance with the parameters of the agreement. On August 25, 2025, the Human Resources and Executive Compensation committee of the Governing Board completed a review of the CEO's performance and provided a recommendation to the full Governing Board.

The recommendation based on the review of the CEO's performance is to award a 7.1% merit increase to the CEO's base salary. In evaluating the CEO performance, 93.25% of the CEO's objectives were met. The recommended compensation is in accordance with the CEO employment agreement.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**18**

Fiscal 2025

UMC Organizational Performance Objectives

	Y/N	Potential	UMC Achieved	HR & Exec Comp Comm. Awarded	Comments
		100.00%	93.25%	93.25%	
<b>Finance/Operations 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>25.00%</b>	<b>25.00%</b>	
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	Y	5.00%	5.00%	5.00%	
Home ALOS with a target equal to or less than 4.25	Y	5.00%	5.00%	5.00%	
ED to Observation target of 8.3%	Y	5.00%	5.00%	5.00%	
Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64	Y	5.00%	5.00%	5.00%	
OR First Case On Time Start (FCOTS): Target is 80%	Y	5.00%	5.00%	5.00%	
<b>Section Total</b>		<b>25.00%</b>	<b>25.00%</b>	<b>25.00%</b>	

<b>Clinical Quality 30%</b>	<b>Goal Met</b>	<b>30.00%</b>	<b>28.50%</b>	<b>28.50%</b>	
Improve or sustain improvement over the last three (3) year trending period for the following inpatient quality/safety measures: • CLABSI • CAUTI • SSI-COLON • PSI-90 • Hand Hygiene Compliance (overall) • Overall Mortality Index (observed / expected)		6.00%	4.50%	4.50%	Partial 95% of total 30%
Improve or sustain improvement over the last three (3) year trending period for the following patient experience measures (IP / OP): • Communication with Nurses • Communication with Physicians • Responsiveness of Staff (IP)	Y	6.00%	6.00%	6.00%	Met
Improve or sustain improvement (utilizing the Star Ratings) from prior year (CY23 / CY24) in the overall patient perception of care/service at UMC Quick Cares through the following online review sites (OP): • Yelp • Google	Y	6.00%	6.00%	6.00%	Met
Employed physician engagement / alignment measures (FY25): • Attain 100% onboarding attendance compliance with all UMC employed physicians. Onboarding is defined by the following two components: attends hospital/provider orientation; provided with performance metric expectations. • Attain 90% physician engagement / alignment survey participation, utilizing information gained to develop plans for improvement as other providers join the organization / service line.	Y	6.00%	6.00%	6.00%	Met
Employee engagement measure (FY25): • Reach 80% of UMC employees with additional ICARE training specifically focused on service recovery.	Y	6.00%	6.00%	6.00%	Met
<b>Section Total</b>		<b>30.00%</b>	<b>28.50%</b>	<b>28.50%</b>	

<b>Human Resources 20%</b>	<b>Goal Met</b>	<b>20.00%</b>	<b>16.00%</b>	<b>16.00%</b>	
In conjunction with the Employee Experience department, design and implement a new employee onboarding experience, which includes a new employee onboarding guide, revision of the existing new hire orientation, and revision of the existing 1st year check-in survey process	Y	4.00%	4.00%	4.00%	
Design a plan to automate internal transfers/onboarding using NeoGov, SAP, and other systems.	Y	4.00%	4.00%	4.00%	
For FY25 reduce per-diem turnover from the FY24 All Employee (48.26%) & RN (40.27%) categories by at least 2% each.	N	4.00%	0.00%	0.00%	
From September 1, 2024 through June 30, 2025, no more than 10% of the total Annual Reviews due will be issued to an employee more than 60 days after due date.	Y	4.00%	4.00%	4.00%	
With the support of clinical education and the DEI Committee implement the distribution of cultural competence materials and applicable resources during NHO and to P/D hires.	Y	4.00%	4.00%	4.00%	
<b>Section Total</b>		<b>20.00%</b>	<b>16.00%</b>	<b>16.00%</b>	

<b>Strategic Planning Committee 25%</b>	<b>Goal Met</b>	<b>25.00%</b>	<b>23.75%</b>	<b>23.75%</b>	
Continue to deliver improved clinical and financial outcomes in the existing service lines		6.25%	5.00%	5.00%	Partial 95% in total due to Cardiology
Finalize Rehab Business Plan and Proforma for the expansion of 4th and 5th floor trauma building and submit through approval process	Y	6.25%	6.25%	6.25%	
Enhance Strategic Initiatives in furtherance of the Academic Health Center	Y	6.25%	6.25%	6.25%	
Continue on the Journey to Achieve Comprehensive Stroke Certification	Y	6.25%	6.25%	6.25%	
<b>Section Total</b>		<b>25.00%</b>	<b>23.75%</b>	<b>23.75%</b>	

<b>Objective Total</b>		<b>100.00%</b>	<b>93.25%</b>	<b>93.25%</b>	
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b> <b>Education – Military Medicine</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an educational overview from Col. Jeremy Kilburn, MD, regarding the Office of Military Medicine; and direct staff accordingly. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an informational presentation regarding the activities of the Office of Military Medicine.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**19**



# Las Vegas Military-Civilian Partnership

Colonel Jeremy P Kilburn, MD  
Director, Office of Military Medicine





- Represents the largest and most advanced military-civilian medical collaboration in the US
- UMC is a core strategic partner with 3 major Air Force Organizations
  - **Nellis Readiness Training Program (NeRT) Program**
  - **USAFSAM Center for Sustainment of Trauma and Readiness Skills (CSTARS)**
  - **Special Operations Surgical Teams (SOST)**
- Spans the continuum of care from trauma to non-trauma and critical care medicine
- Ready Medics - Community Service



## Operations at UMC

- 40 integrated providers working in ER, Anesthesia, Trauma, Pulmonary and Critical Care, Ob/Gyn, Orthopedics, and General Surgery
  - Approx 40 rotating providers per year for skills sustainment
- 11 integrated nurses working in ER, ICU, OR, and Med Surg
  - Approx 150 rotators per year
- 18 integrated technicians including
  - Approx 250 rotating per year with

**USAF sponsors 41 UNLV GME positions in ER, Surgery, Ob/Gyn, and Pulmonary and Critical Care**

**Future growth is expected in both GME and non-GME positions**

## Fully Integrated Military Medical Personnel at University Medical Center Las Vegas

Providers	Number	Nurse	Number	Enlisted Technicians	Number	GME Positions	Number
Acute Care Nurse Practitioner	3	ICU Nurse	4	OR Technician	6	General Surgery	10
Emergency Medicine Physician Assistant	1	ER Nurse	4	EMT	3	Emergency Medicine	18
Trauma Surgery	3	Med-Surg Nurse	1	RT	6	Obstetrics and Gynecology	8
General Surgery	8	OR Nurse	2	RT Student	3	Pulmonary and Critical Care Medicine	5
Anesthesiology	6			Paramedic	2	Emergency Medicine PA	2
Obstetrics and Gynecology	1					Orthopedic Surgery PA	2
Pulmonary and Critical Care Medicine	6						
Emergency Medicine	8						
Orthopedic Trauma Surgery	1						
Internal Medicine	1						
Pediatric ICU	1						
General Surgery PA	1						
Orthopedic Surgery PA	1						
Emergency Medicine PA	1						
<b>Totals</b>	42		11		20		45
<b>Fully Integrated Military personnel</b>							118

## ▪ **Military Health System Strategic Partnership of the American College of Surgeons Report**

### ▪ Strengths

- Committed leadership UMC and Air Force with leadership longevity
- Office of Military Medicine (OMM) with excellent infrastructure
- Full-time embedded provider cadre fully integrated
- Enlisted full scope of practice
- Embedded spots highly revered / competitive
- Good plan to accommodate deployment tempo
- Dedicated military faculty development / support to attend national meetings
- Grant funding / focused research to validate MCP performance
- Clinical volume to support training and sustainment

- Opportunities

- Enhance simulation / live tissue training
  - ASSET
- Codify formal job description military and civilian MCP program champions to support succession
- Military Specific Curriculum
- Further GME investment

- **Leading the nation in Military Civilian Partnerships**

- Acronym visits- DHB, GAO, OSD-HA
- \$215k annual Mission Zero Grant to UMC
- DoD Skillbridge partner
- Las Vegas model being adopted across the nation







**The Las Vegas Military–  
Civilian Partnership: An An  
Origin Story and Call to Act**  
Kilburn JP, et al  
“A model for sustaining expeditionary  
medical readiness.”

*Trouma Acute Care Surg, 2022*

**What Happens in Vegas: Enlisted  
Medical Providers Practice to The  
Full Clinical Scope in a Civilian Ho**  
EMTs/MPs across eight specialties  
expand to full scope

**Beyond Trauma: High-Volum  
Critical Care Medicine in a  
Military-Civilian Partnership**  
Kilburn JP, et al  
“CCIM proficiency through  
high-acuity volume.”

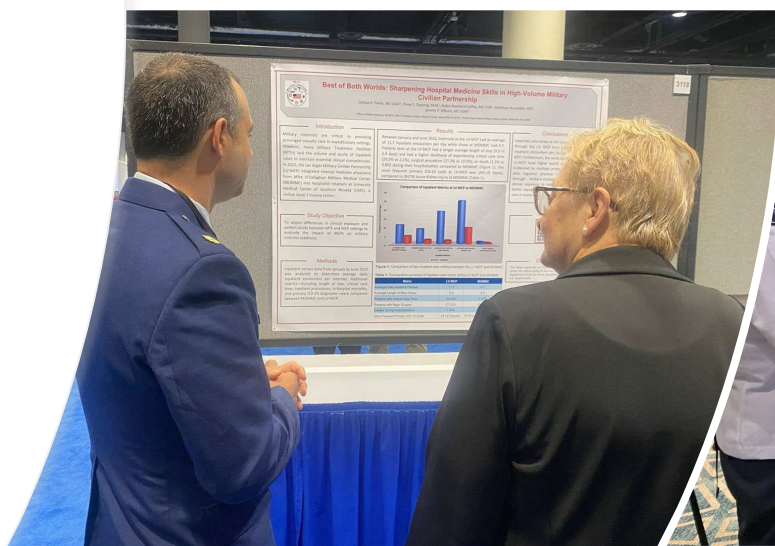
**Critical Care is Critical– It's Not All Trauma: A Military Medical Center Based Military  
Civilian-Partnership for High Volume Critical Care Medicine**

Jeremy P. Kilburn, MD, FCCM, Lt Col Stephanie M. Streit, MD, FACS, Dr. P. Prankie, DO, Col Renee L. Mott, MD, MPH, Dr. Gurney MD, FACS, Dr. Angelica Honsberg, MD, Dr. Kandi, Col Cristin A. Mount, MD, MACP, Dr. ...



## Research Accomplishments

- Awarded \$1.3M MHRSR-DHA Grant
- 5 published manuscripts
- 4 MHSRS poster presentations
- 2 APHA Poster presentations
- 2 National Conferences
  - TCAA
  - Joint MCP Summit

































# Las Vegas Military-Civilian Partnership



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

<b>Issue:</b> <b>2025 Governing Board Action Plan</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and discuss the Governing Board 2025 Action Plan, to include an update from Patty Scott, Quality, Safety and Regulatory Officer, regarding the DNV survey results; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update regarding the outcomes of the DNV survey.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**20**





- **Initial Full Hospital Accreditation**
  - Survey Dates: April 1-3, 2025
  - 8 Surveyors over 3 Days
- **Comprehensive Stroke Center Certification**
  - Survey Dates: May 20-21, 2025
  - 2 Surveyors over 2 Days





June 12, 2025

Mason VanHouweling  
Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Blvd  
Las Vegas, NV 89102

Program: Hospital  
CCN: 290007  
Survey Type: Medicare Recertification/DNVHC First DNV Initial  
Certificate #: C738469  
Survey Dates: April 1-3, 2025  
Accreditation Decision: Full accreditation  
Date Acceptable Plan of Correction Received: 5/2/2025  
Method of Follow-up: Acceptable Plan of Correction,  
Self- Attestation, Document Review, Follow-Up Survey on 5/27/2025  
Effective Date of Accreditation: 5/27/2025  
Expiration Date of Accreditation: 5/27/2028  
Term of Accreditation: Three (3) years



## HEALTHCARE CERTIFICATE

Certificate no.:  
C738469

Initial certification date:  
27 May, 2025

Valid:  
27 May, 2025 – 27 May, 2028

This is to certify that the management system of

### University Medical Center of Southern Nevada

1800 W Charleston Blvd, Las Vegas, NV, 89102-2329, USA

has been found to comply with the requirements of the:

### NIAHO® Hospital Accreditation Program

Pursuant to the authority granted to DNV Healthcare USA Inc. by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, this organization is deemed in compliance with the Medicare Conditions of Participation for Hospitals (42 C.F.R. §482).

Place and date:  
Katy, TX, 12 June, 2025



For the issuing office:  
DNV Healthcare USA Inc.  
1400 Ravello Drive, Katy, TX, 77449, USA



*Kelly Proctor*

Kelly Proctor  
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.  
ACCREDITED UNIT: DNV Healthcare USA Inc., 1400 Ravello Drive, Katy, TX 77449, USA - TEL: +1-281-396-1000. [www.dnvhealthcare.com](http://www.dnvhealthcare.com)



June 24, 2025

Mason VanHouweling  
Chief Executive Officer  
University Medical Center of Southern Nevada  
dba University Medical Center of Southern Nevada  
1800 W Charleston Blvd  
Las Vegas, NV 89102

Program: Comprehensive Stroke Center Certification  
Certificate #: C746640  
Survey Date(s): May 20-21, 2025  
Certification Decision: Certified  
Effective Date of Certification: 5/21/2025  
Expiration Date of Certification: 5/21/2028  
Term of Certification: Three (3) years



## HEALTHCARE CERTIFICATE

Certificate no.:  
C746640

Initial certification date:  
21 May, 2025

Valid:  
21 May, 2025 – 21 May, 2028

This is to certify that the management system of

**University Medical Center of Southern Nevada**  
1800 W Charleston Blvd, Las Vegas, NV, 89102-2329, USA

has been found to comply with the requirements of the:

**CSCC – Comprehensive Stroke Center Certification**

The Comprehensive Stroke Center Certification Program of DNV Healthcare USA Inc. integrates certain requirements of the CMS Conditions of Participation for Hospitals, Guidelines of the Brain Attack Coalition and Recommendations of the American Heart Association / American Stroke Association®.

Place and date:  
Katy, TX, 25 June, 2025



For the issuing office:  
**DNV Healthcare USA Inc.**  
1400 Ravello Drive, Katy, TX, 77449, USA



**Kelly Proctor**  
Management Representative

Failure of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.  
CERTIFYING UNIT: DNV Healthcare USA Inc., 1400 Ravello Drive, Katy, TX 77449, USA  
Phone: +1 281 266 1100 | [www.dnvhealthcare.com](https://www.dnvhealthcare.com)

- Monitoring & evaluation data submitted for all NC-1 findings to show objective evidence of compliance – September, 2025
- DNV returns annually (typically around the original survey window)
- All surveys are unannounced
- Second and third year surveys are considered “periodic” checks
  - Fewer surveyors and less days
  - Follow-up on critical findings from previous year’s survey
  - Provides “lessons learned” from other surveys; industry highlights
  - Survey to the NIAHO standards
  - Will begin to introduce ISO 9001 concepts
- Fourth survey will be the “deep dive” (aka triennial survey)

## First Visit: The Starting Line

- Initial NIAHO® Accreditation
- Focus is on CMS' CoPs and not ISO
- Establish a base line for future surveys



## Second Visit: Action

- NIAHO® Annual Survey
- Action Plan Review
- ISO Pre-Assessment
- Start to personalize action plan specific to your hospital



## Third Visit: ISO Stage 1

- NIAHO® Annual Survey
- Action Plan Review
- ISO Stage 1 Audit



## Fourth Visit: Full Circle

- NIAHO® Reaccreditation
- Action Plan Review
- ISO Initial Certification Audit
- ISO Compliance/Certification accomplished!

# Discussion / Questions?

Patricia Scott, MSNA, BSN, RN, RHIA, CPHQ, CCDS, CPHRM, CLSSBB  
Quality, Patient Safety, & Regulatory Officer

[Patricia.Scott@umcsn.com](mailto:Patricia.Scott@umcsn.com)

[702-207-8257](tel:702-207-8257) (Office)

[702-303-3921](tel:702-303-3921) (Cell)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the August Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda  
August 27, 2025

Agenda Item #

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**22**



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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**23**

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**24**

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

<b>Issue:</b> <b>Monthly Financial Reports for June FY25 and July FY26</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive the monthly financial report from the Chief Financial Officer for the June FY25 year-end results and the July FY26 financial report; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update on the June FY2025 year-end and July FY 2026 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda  
August 27, 2025

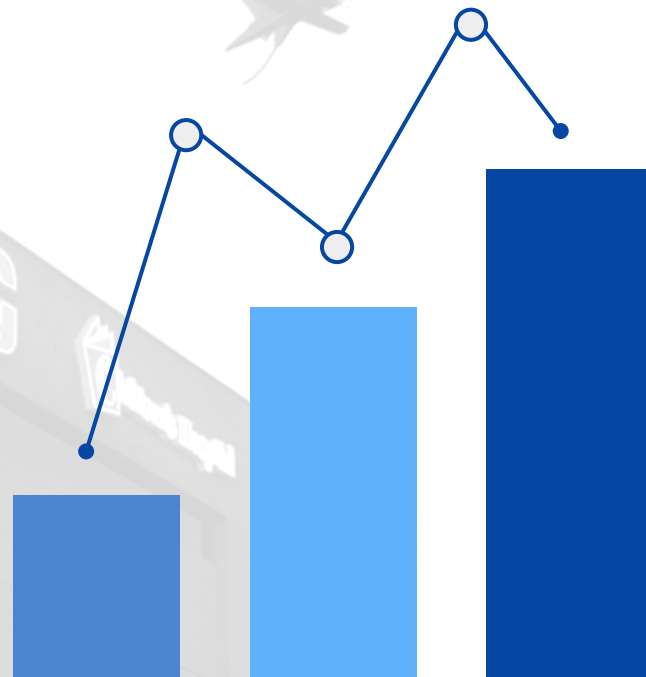
Agenda Item #

**25**



# June 2025 Financials

GB Meeting



# KEY INDICATORS – JUN



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

# SUMMARY INCOME STATEMENT – JUN



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$86,908,007	\$87,722,477	(\$814,470)	(0.93%)	●
Net Patient Revenue as a % of Gross	18.39%	19.04%	(0.64%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$85,949,058	\$87,322,336	\$1,373,278	1.57%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$958,948	\$400,140	\$558,808	139.65%	●
Add back: Depr & Amort.	\$3,844,095	\$4,122,215	\$278,120	6.75%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$4,803,043	\$4,522,355	\$280,688	6.21%	●
EBITDA Margin	5.53%	5.16%	0.37%		

# KEY INDICATORS – JUN YTD



	YTD ACT	YTD BUD	YTD Variance	% Var	Prior Year	YTD Variance	% Var
APDs	224,640	222,608	2,032	0.91%	218,184	6,456	2.96%
Total Admissions	23,964	24,265	(301)	(1.24%)	23,012	952	4.14%
Observation Cases	9,243	10,865	(1,622)	(14.93%)	10,865	(1,622)	(14.93%)
AADC (Hospital)	590	584	5	0.91%	566	23	4.10%
ALOS (Admits)	5.80	5.91	(0.10)	(1.74%)	6.18	(0.38)	(6.07%)
ALOS (Obs)	1.11	1.33	(0.23)	(17.13%)	1.33	(0.23)	(17.13%)
Hospital CMI	1.86	1.85	0.01	0.54%	1.85	0.01	0.54%
Medicare CMI	2.10	2.10	0.00	(0.11%)	2.10	0.00	(0.11%)
IP Surgery Cases	9,959	10,197	(238)	(2.33%)	9,486	473	4.99%
OP Surgery Cases	8,183	7,482	701	9.37%	6,720	1,463	21.77%
Transplants	200	184	16	8.70%	184	16	8.70%
Total ER Visits	110,801	110,818	(17)	(0.01%)	108,576	2,225	2.05%
ED to Admission	13.94%	12.22%	-	1.72%	12.22%	-	1.72%
ED to Observation	7.93%	10.49%	-	(2.55%)	10.49%	-	(2.55%)
ED to Adm/Obs	21.88%	22.71%	-	(0.83%)	22.71%	-	(0.83%)
Quick Cares	201,114	222,858	(21,744)	(9.76%)	222,525	(21,411)	(9.62%)
Primary Care	88,150	80,099	8,051	10.05%	81,091	7,059	8.71%
UMC Telehealth - QC	5,584	6,872	(1,288)	(18.75%)	6,881	(1,297)	(18.85%)
OP Ortho Clinic	29,062	22,843	6,219	27.23%	20,757	8,305	40.01%
Deliveries	1,340	1,583	(243)	(15.35%)	1,519	(179)	(11.78%)
Crisis Stabilization Center	5	0	5	100.00%	0	5	100.00%

# SUMMARY INCOME STATEMENT – YTD JUN



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$1,050,395,571	\$1,014,521,056	\$35,874,515	3.54%	●
Net Patient Revenue as a % of Gross	18.43%	18.34%	0.09%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$1,058,702,116	\$1,023,652,952	(\$35,049,164)	(3.42%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,306,545)	(\$9,131,895)	\$825,351	9.04%	●
Add back: Depr & Amort.	\$49,364,158	\$47,847,766	(\$1,516,392)	(3.17%)	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$41,057,613	\$38,715,870	\$2,341,743	6.05%	●
EBITDA Margin	3.91%	3.82%	0.09%		



# SALARY & BENEFIT EXPENSE – YTD JUN



	Actual	Budget	Variance	% Variance	
Salaries	\$436,698,139	\$425,415,830	(\$11,282,309)	(2.65%)	●
Benefits	\$191,870,815	\$189,221,060	(\$2,649,756)	(1.40%)	●
Overtime	\$8,839,997	\$12,438,169	\$3,598,172	28.93%	●
Contract Labor	\$23,272,076	\$20,148,515	(\$3,123,562)	(15.50%)	●
<b>TOTAL</b>	<b>\$660,681,028</b>	<b>\$647,223,573</b>	<b>(\$13,457,455)</b>	<b>(2.08%)</b>	●

# EXPENSES – YTD JUN

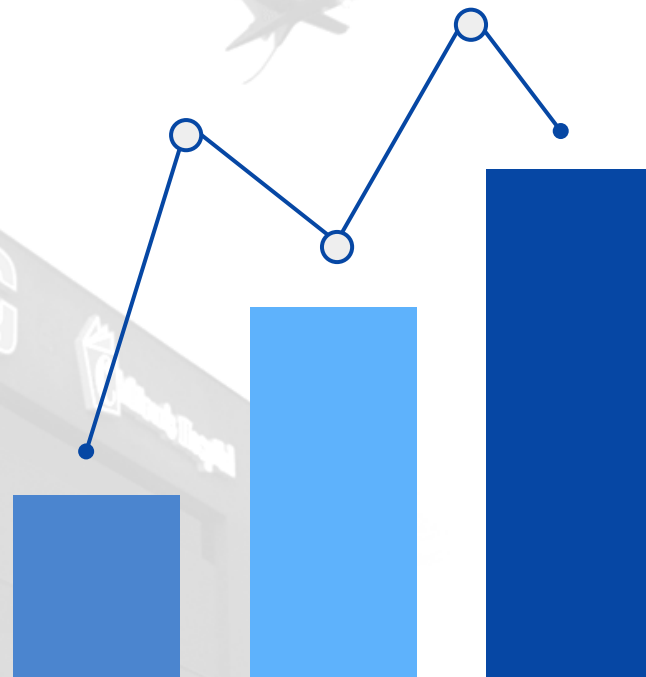


	Actual	Budget	Variance	% Variance	
Professional Fees	\$28,425,712	\$27,790,281	(\$635,431)	(2.29%)	●
Supplies	\$201,299,093	\$183,279,031	(\$18,020,062)	(9.83%)	●
Purchased Services	\$84,401,464	\$82,052,933	(\$2,348,531)	(2.86%)	●
Depreciation	\$29,613,236	\$29,167,717	(\$445,519)	(1.53%)	●
Amortization	\$19,750,922	\$18,680,049	(\$1,070,873)	(5.73%)	●
Repairs & Maintenance	\$12,733,645	\$11,457,971	(\$1,275,674)	(11.13%)	●
Utilities	\$5,731,840	\$8,637,463	\$2,905,624	33.64%	●
Other Expenses	\$13,836,542	\$13,499,220	(\$337,322)	(2.50%)	●
Rental	\$2,228,635	\$1,864,715	(\$363,920)	(19.52%)	●
<b>Total Other Expenses</b>	<b>\$398,021,088</b>	<b>\$376,429,379</b>	<b>(\$21,591,710)</b>	<b>(5.74%)</b>	●



# July 2025 Financials

GB Meeting



# KEY INDICATORS – JUL



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,356	18,312	44	0.24%	18,939	(583)	(3.08%)
Total Admissions	2,024	2,026	(2)	(0.10%)	1,897	127	6.69%
Observation Cases	711	871	(160)	(18.37%)	871	(160)	(18.37%)
ADC	366	363	3	0.84%	386	(20)	(5.22%)
ALOS (Admits)	5.12	5.55	(0.43)	(7.71%)	6.16	(1.04)	(16.88%)
ALOS (Obs)	1.07	1.41	(0.34)	(24.12%)	1.41	(0.34)	(24.12%)
Hospital CMI	1.88	2.03	(0.15)	(7.40%)	2.03	(0.15)	(7.40%)
Medicare CMI	2.05	2.15	(0.10)	(4.65%)	2.15	(0.11)	(4.65%)
IP Surgery Cases	892	845	47	5.56%	841	51	6.06%
OP Surgery Cases	736	689	47	6.82%	674	62	9.20%
Transplants	14	15	(1)	(6.67%)	15	(1)	(6.67%)
Total ER Visits	9,353	8,775	578	6.59%	8,688	665	7.65%
ED to Admission	14.88%	-	-	-	13.43%	1.45%	-
ED to Observation	6.94%	-	-	-	9.99%	(3.05%)	-
ED to Adm/Obs	21.82%	-	-	-	23.42%	(1.60%)	-
Quick Cares	13,617	16,857	(3,240)	(19.22%)	13,737	(120)	(0.87%)
Primary Care	7,199	8,466	(1,267)	(14.97%)	7,423	(224)	(3.02%)
UMC Telehealth - QC	371	480	(109)	(22.71%)	468	(97)	(20.73%)
OP Ortho Clinic	2,952	2,526	426	16.88%	2,103	849	40.37%
Deliveries	107	106	1	0.94%	103	4	3.88%
Crisis Stabilization Center	40	1,541	40	(97.40%)	-	5	100.00%

# SUMMARY INCOME STATEMENT – JUL



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$86,781,752	\$90,199,725	(\$3,417,973)	(3.79%)	●
Net Patient Revenue as a % of Gross	16.64%	17.92%	(1.28%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$91,821,198	\$93,448,744	\$1,627,546	1.74%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$5,039,446)	(\$3,249,019)	(\$1,790,427)	(55.11%)	●
Add back: Depr & Amort.	\$4,524,554	\$4,935,585	\$411,031	8.33%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	(\$514,892)	\$1,686,566	(\$2,201,458)	(130.53%)	●
EBITDA Margin	(0.59%)	1.87%	(2.46%)		

# CSC SUMMARY INCOME STATEMENT – JUL



STATS	Actual	Budget	Variance	% Variance
Admits	40	1,541	(1,501)	(97.40%)

REVENUE	Actual	Budget	Variance	% Variance
Net Revenue	\$24,000	\$770,146	(\$746,146)	(96.88%)

EXPENSE	Actual	Budget	Variance	% Variance
Total Expenses	\$876,871	\$767,547	\$109,324	14.24%

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$852,871)	\$2,599	(\$855,470)	(32,909.54%)

## SALARY & BENEFIT EXPENSE – JUL



	Actual	Budget	Variance	% Variance	
Salaries	\$38,851,814	\$38,050,312	(\$801,502)	(2.11%)	●
Benefits	\$17,427,038	\$16,816,817	(\$610,220)	(3.63%)	●
Overtime	\$708,322	\$1,138,080	\$429,758	37.76%	●
Contract Labor	\$1,584,764	\$1,324,689	(\$260,075)	(19.63%)	●
<b>TOTAL</b>	<b>\$58,571,938</b>	<b>\$57,329,898</b>	<b>(\$1,242,039)</b>	<b>(2.17%)</b>	●

# EXPENSES – JUL



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,816,355	\$2,813,717	(\$2,638)	(0.09%)	●
Supplies	\$16,543,300	\$18,196,408	\$1,653,108	9.08%	●
Purchased Services	\$6,353,194	\$7,195,459	\$842,265	11.71%	●
Depreciation	\$2,784,781	\$3,053,073	\$268,292	8.79%	●
Amortization	\$1,739,773	\$1,882,512	\$142,739	7.58%	●
Repairs & Maintenance	\$1,011,165	\$983,123	(\$28,042)	(2.85%)	●
Utilities	\$714,122	\$725,559	\$11,437	1.58%	●
Other Expenses	\$1,107,052	\$1,093,343	(\$13,708)	(1.25%)	●
Rental	\$179,519	\$175,652	(\$3,867)	(2.20%)	●
<b>Total Other Expenses</b>	<b>\$33,249,260</b>	<b>\$36,118,846</b>	<b>\$2,869,585</b>	<b>7.94%</b>	●



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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 27, 2025

Agenda Item #

**26**

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive the CEO update.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**27**

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda  
August 27, 2025

Agenda Item #

**28**

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

<b>Issue:</b> <b>Closed Door Session</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
August 27, 2025

Agenda Item #

**29**

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

<b>Issue:</b>	<b>Closed Door Session</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board 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.</b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
August 27, 2025

Agenda Item #

**30**