UMC Governing Board Meeting

Wednesday, September 24, 2025 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

901 Rancho Lane

Las Vegas

AGENDA

University Medical Center of Southern Nevada
Meeting of the
GOVERNING BOARD
September 24, 2025, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a Meeting of the UMC Governing Board has been called and will be held on Wednesday, September 24, 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 August 27, 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 September 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 23, 2025; and take action as deemed appropriate. *(For possible action)*

5. Approve and authorize the Chief Executive Officer to sign the Amendment to the Facility Agreement with Anthem Blue Cross and Blue Shield and HMO Colorado, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

6. Ratify the Third Amendment to the Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Network Provider Agreement with Nomi Health, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign Amendment Ten 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)*

9. Ratify the Letter of Understanding with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Amendment to the Individual/Group Provider Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, 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 Second Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Services Agreement with Comprehensive Care Services, Inc. for Perfusion, related Services and Equipment; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

13. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Teleradiology Clinical Services with Real Radiology, LLC; or take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Five to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

SECTION 3: BUSINESS ITEMS

15. Receive an educational overview from Janella Green, Lean Transformation Specialist, regarding the Lean Six Sigma Program; and direct staff accordingly. (For possible action)

16. Review and discuss the Governing Board 2025 Action Plan, to include an update from Marsha Al-Sayegh, Employee Experience Program Manager, regarding results from the UMC Employee Engagement Survey; and direct staff accordingly. *(For possible action)*

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

18. Receive the monthly financial report from the Chief Financial Officer for the August FY26 financial report; and take any action deemed appropriate. *(For possible action)*

19. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

20. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

21. 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

22. 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)*

23. 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
August 27, 2025

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, August 27, 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
Donald Mackay, M.D.
Laura Lopez-Hobbs
Mary Lynn Palenik
Renee Franklin
Bill Noonan
Robyn Caspersen (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:
None

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Col. Jeremy Kilburn, M.D., Office of Military Medicine
Patty Scott, Quality, Safety and Regulatory Officer
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members participated in an exercise provided by the UMC Tranquility Nursing team. The Board members participated in an interactive exercise involving guided imagery through the UMC Care Channel to promote healing and relaxation. The Care Channel is a service available at UMC.CareChannel.net.

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 July 30, 2025. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Credentialing Activities

ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policies and Procedures

DRAFT

Committee's activities from its meetings held on June 4, 2025 and July 2, 2025; and take any action deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED:
- Policies and Procedures June 2025
- Policies and Procedures July 2025

ITEM NO. 6 Approve changes to various HR Policies and Procedures; and take action as deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED:
- Recruitment and Selection Policy
- Position Classification and Compensation Plans Policy
- Performance Evaluation Program Policy
- HR Procedure Disciplinary Hearing Process

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Governing Board Policies and Procedures

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Hospital Services Agreement Amendment 5 – Redacted
- Disclosure of Ownership

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Hospital Services Agreement Amendment 5 – Redacted
- Disclosure of Ownership

ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:
- Participation Agreement - Amendment 9
- Disclosure of Ownership

ITEM NO. 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)***

DRAFT

DOCUMENT(S) SUBMITTED:
- Provider Agreement
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Pest Prevention Service Agreement
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Agreement Avaya Communications Solution
- Extreme Networks – Quote
- Insight Direct USA – Quote
- Lumen – Quote
- Gage – Disclosure of Ownership
- Extreme Networks – Disclosure of Ownership
- Insight Direct USA – Disclosure of Ownership
- Lumen – Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 15 Review 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)*

DOCUMENT(S) SUBMITTED:
- Transplant Listing Fee Agreement

DRAFT

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- FY25 UMC Organizational Goal Results

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- FY26 Organizational Performance Objectives

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:
- FY25 UMC Organizational Goal Results

FINAL ACTION:
A motion was made by Member Noonan that Consent Items 4-18 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 19 Receive an educational overview from Col. Jeremy Kilburn, MD, regarding the Office of Military Medicine; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Col. Jeremy Kilburn, MD - Director, Office of Military Medicine, shared an update regarding the Las Vegas Military/Civilian Partnership. This partnership represents the largest and most advanced military-civilian medical collaboration in the US and continues to grow. UMC is the principle strategic partner, along with UNLV and three major Air Force organizations. The Office of Military Medicine oversees all of the military medicine at UMC.

There are over 40 integrated providers, 40 rotating providers, 11 integrated nurses with 100 rotators per year and 18 integrated technicians with approximately 250 rotating per year. The military medics have been fully integrated at UMC to assist in medically serving the community. The Air Force

DRAFT

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.

The Military Health System Strategic Partnership of the American College of Surgeons Report highlighted committed leadership between UMC and the Air Force, excellent infrastructure in the Office of Military Medicine, clinical volume, support, and many other strengths in the program. Opportunities for growth include live tissue training, further GME investment and military specific curriculum.

The Mission Zero grant has been awarded to fund support for credentialing, UMC salaries, medical malpractice coverage, and education. As part of the DoD Skillbridge partnership, the program assists individuals leaving the military in participating in a 4–6-month internship, with the possibility of becoming a UMC employee. Col. Kilburn highlighted the accomplishments of the new research program. Slides displayed military medics providing care at UMC, as well as during deployment in military service over the years.

He concluded his presentation by thanking Mr. Van Houweling, Shana Tello, Nicole Owens, and the UMC Administration and staff for their leadership, mentorship, and continued support of this collaboration. There was continued conversation regarding the great partnership with military medicine and the training provided.

Chairman O'Reilly thanked the Military Medicine team for the success of the program.

FINAL ACTION:
None

ITEM NO. 20 Receive 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)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Patricia Scott, Quality Patient Safety & Regulatory Officer, provided a brief update on the 2025 DNV Hospital Surveys. The initial 3-day survey in April included a total of eight surveyors. The Comprehensive Stroke Center Certification was in May for 2 days with two surveyors.

UMC received a full 3-year hospital accreditation, as well as Comprehensive Stroke Center Certification in June.

Ms. Scott next reviewed the timeline for future surveys. Monitoring and evaluation data is submitted in September as evidence of compliance and

DRAFT

ongoing sustainability. DNV returns annually with unannounced surveys. The second and third year surveys are considered periodic checks, with fewer surveyors and fewer days. ISO 9001 concepts are introduced during this timeframe. She added that this is an opportunity to follow up on critical findings from previous surveys and provides lessons learned from other surveys. The fourth survey will begin the triennial survey period.

The Board congratulated the team for their successes.

FINAL ACTION:
None

ITEM NO. 21 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Member Franklin provided a report on the meeting, which was held on Monday, August 11th 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 reviewed the Governing Board Policies and Procedures.

Next, The Committee received an educational update from Sabrina Holloway regarding the death certificate process. The committee discussed some of the challenges in the process, as well as the hospital, provider, funeral home, and State responsibilities. Process improvements and collaboration opportunities were discussed.

Goals for FY2025 and FY2026 were reviewed. The goals were recommended to the HR Committee and the Governing Board for approval and were a part of today's consent agenda.

Regulatory and Safety program items were discussed and approved.

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

FINAL ACTION:
None

ITEM NO. 22 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None

DRAFT

DISCUSSION:

Member Hagerty provided a report on the meeting, which was held on Thursday, August 14th, at 9:00 a.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

The Committee reviewed inpatient market share data for a 12-month period. UMC's inpatient share was 8.8% and moved up to 4th in the market. Share has increased quarter over quarter during the past three quarters. The committee reviewed market share for all of the focused service lines.

Next, the Committee reviewed trends highlighting growth, improvements, and challenges in the focused service lines, which included surgery, orthopedics, cardiac services, ambulatory care, women's, and children's services.

Organizational performance goals for FY2025 were reviewed, and the committee recommended an award of 95% of the goals as being met. The goals were recommended to the HR Committee and the Governing Board for approval and were a part of today's consent agenda.

Lastly, the Committee approved the organizational performance goals for FY2026.

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

FINAL ACTION:
None

ITEM NO. 23 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, August 25th, 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 reviewed and discussed minor changes to various HR policies.

The committee reviewed the HR FY2025 goals, and four of the five goals were achieved. The committee discussed the overall hospital organizational goals; achievement was 93.25% overall and was recommended to the Governing Board for approval on today's consent agenda.

DRAFT

The committee next performed a performance review of the CEO. Many achievements were highlighted and the committee had a lengthy discussion and approved the CEO bonus, which was recommended for approval and is a part of today's consent agenda.

The Committee next reviewed the FY2026 performance goals specific to the HR Committee and also approved the overall hospital organizational goals for FY2026 for approval by the Governing Board.

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

FINAL ACTION:
None

ITEM NO. 24 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, August 20th 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 July 2025. The discussion covered factors affecting financial outcomes, comparisons to the budget, as well as operating and financial metrics. Ms. Wakem next presented a report of the Re*VITAL*ize project, which was completed on time and on budget. She also reported that the external audit with the BDO external auditors has begun.

The committee goals related to FY26 were discussed, finalized, and recommended to the Governing Board for approval on today's consent agenda.

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. 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)*

DRAFT

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	X 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:	Unite Here Health	
(Include d.b.a., if applicable)	Culinary Health Fund	
Street Address:	1901 Las Vegas Blvd., South #101	**Website: www.culinaryhealthfund.org**
City, State and Zip Code:	Las Vegas, NV 89104	**POC Name: Andrea Schwartzman** **Email: aschwartzman@culinaryhealthfund.org**
Telephone No:	702-892-7342	**Fax No:702-892-7326**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

DocuSigned by:
Jesus Vidueira
8E008209CA24455...

Signature — Jesus Vidueira (Print Name)

President — 8/15/25

Title — Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Network Provider Agreement with Nomi Health, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Network Provider Agreement with Nomi Health, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

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: September 1, 2025 – August 31, 2028
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

BACKGROUND:

This request is for UMC to enter into a Network Provider Agreement with Nomi Health Inc. Nomi currently operates in ten states, including Nevada.

This Network Provider Agreement establishes rates and reimbursements for Covered Services provided by UMC to Nomi Health members. This Agreement is effective for thirty-six (36) months, from September 1, 2025, through August 31, 2028, and can be terminated by either party without cause, given a prior written 120-day notice.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their September 17, 2025, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
September 24, 2025

Agenda Item #
7

Nomi Health

NOMI HEALTH NETWORK PROVIDER AGREEMENT

THIS NOMI HEALTH NETWORK PROVIDER AGREEMENT ("Agreement") is entered into as of September 1, 2025 (the "Effective Date") by and between NOMI HEALTH, INC. ("Nomi") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Provider"). Nomi and Provider are individually referred to as a "Party" and together as the "Parties".

WHEREAS Provider is an integrated health system that provides health care items and services through its affiliated health care facilities, medical groups, contracted and employed physicians and other individual and institutional providers;

WHEREAS Nomi contracts with health care facilities, medical groups, physicians and other individual and institutional providers that agree to provide certain health care items and services consistent with pre-determined rates (collectively, the "Nomi Health Network");

WHEREAS Nomi contracts with Payors to provide access to the Nomi Health Network for the Payors' Members; and

WHEREAS Provider desires to join the Nomi Health Network and be paid electronically for the provision of health care items and services to Members pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereto agree as follows:

1 Definitions

1.1 "Approved Claim" means a Claim submitted by the Provider, in accordance with the terms and conditions herein, that Payor has reviewed, approved, and communicated as approved to Nomi.

1.2 "Benefit Plan" means any benefits product, program, or plan serviced by Nomi or one of its affiliates.

1.3 "Covered Services" means those Medically Necessary Services which a Member is entitled to receive under a Benefit Plan, and which shall be provided to Members by Provider as described more specifically in Exhibit B.

1.4 "Claim" means a Clean Claim, as defined in the Nomi Health Network Provider Guide, which is submitted electronically by the Provider to the Payor. Such Clean Claim shall identify the Covered Services provided to a Member and request payment for the same.

1.5 "Medically Necessary Service" means a health care item or service which a Payor determines is both reasonable and necessary to diagnose or treat an illness, injury, condition, disease, or symptom of a Member and is consistent with accepted standards of medicine. The Parties acknowledge and agree that Nomi shall not be responsible for making determinations regarding whether a health care item or service is a Medically Necessary Service and Nomi shall not interfere with the professional judgment of Medical Providers in providing care to Members.

1.6 "Medical Providers" includes the Provider entities and persons listed in Exhibit A of this Agreement, and their respective individual practitioners who are employed, affiliated, contracted, credentialed with, have privileges with, or otherwise work with such entities or persons.

1.7 "Member" means any natural person who is entitled to receive health care items and services under a Payor Benefit Plan.

1.8 "Payor" means any employer, third party administrator, administrative services organization, trust, association, labor union, person, or entity that is responsible for funding or making payments for Covered Services provided to Members under the terms of a Benefit Plan.

1.9 "Rate Schedule" means the agreed upon contracted fee schedule set forth in Exhibit B of this Agreement.

2 Provider Obligations

2.1 Covered Services. Provider shall provide, through its Medical Providers, Covered Services to Members in accordance with this Agreement, applicable law, the applicable Benefit Plan, the Payor's applicable policies and procedures, and Nomi's applicable policies and procedures, as each are amended or promulgated from time to time, including, but not limited to, any terms and conditions of the "Nomi Health Network Provider Guide," incorporated by reference, and made available at www.nomihealth.com.. If any terms of the Provider Guide as written at www.nomihealth.com conflict with the terms on this Agreement; these agreement terms supersede.

2.2 Implementation. Provider shall designate an individual project executive having the authority to assist Nomi in implementing the requirements to participate in the Nomi Health Network ("Project Executive"). The Project Executive shall be Nomi's primary point of contact for Provider with respect to implementation which, will include, Provider submitting the following Provider information and documents to Nomi Provider Relations (providerrelations@nomihealth.com) within fourteen (14) calendars days of the Effective Date: (a) all applicable W-9s; (b) all applicable licenses, permits, or certifications; (c) all applicable certificates of insurance and liability insurance; and (d) a complete roster of all applicable Medical Providers and facilities. Provider acknowledges that it may be delayed in rendering Covered Services until it satisfies the implementation requirements.

2.3 Representations and Warranties. Provider represents and warrants that it, and its Medical Providers, shall, for the term of this Agreement: (a) possess and maintain in good standing all licenses, permits, certifications, accreditations and/or registrations (including DEA registration if necessary to render the Covered Services) required by state and federal law to render Covered Services in the state in which such Covered Services are rendered; (b) not be excluded or debarred from participating in a federal or state health care program; (c) render Covered Services in a prompt manner, consistent with professional, clinical, and ethical standards, and in the same manner as provided to Provider's other patients and without discriminating against a Member on the basis of age, race, color, employer, funding source, or any other characteristic; and (d) promptly disclose to Nomi, but no later than five (5) calendar days of Provider becoming aware of the existence of (i) any proceeding against the Provider or its Medical Providers involving any allegation of substandard care or professional misconduct raised against the Provider and/or its Medical Providers; (ii) any action taken by Provider or any governmental authority to restrict, suspend, sanction, or revoke Provider's, or any of its Medical Providers' licenses, certifications or other approvals (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, corrective actions plans, and revocation of billing privileges); (iii) any significant changes in the capacity of Provider to provide or arrange for the provision of the Covered Services, including, but not limited to, any reduction in the number of Medical Providers; or (iv) any change in the following: (1) the roster of Medical Providers participating under this Agreement; or (2) any change to a Medical Provider's demographic, licensing, certification, or accreditation information. Provider acknowledges and agrees that Nomi makes no guarantee that a particular number of Members, if any, will receive Covered Services from Provider.

2.4 Access to Records. Nomi may rely on Provider information, data, and records that Provider makes available to Nomi, and Nomi shall have no responsibility to evaluate or verify such information, data, and records. Notwithstanding the foregoing sentence, Provider grants to Nomi, on behalf of itself and its Medical Providers, a right to access all necessary information, data, and records obtained, created, or collected by Provider and its Medical Providers relating to Covered Services provided to Members and financial, accounting, and administrative records, books, and papers relating to Covered Services provided to Members to the extent permitted by and otherwise consistent with applicable law as it relates to this Agreement. This Section shall survive the termination of this Agreement.

2.5 Insurance. Provider is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statues. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Provider are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Provider is self-insured as allowed by Chapter 41 of the Nevada Revised Statues. Upon request, Provider will provide Nomi with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

2.6 Credentialing; Privileging; Quality. Subject to any requirements set forth in the Nomi Health Network Provider Guide and Exhibit C of this Agreement, Provider shall be responsible for credentialing and granting privileges to Medical Providers, reviewing such decisions on a regular basis, and determining any criteria and policies and procedures used to make credentialing and privileging decisions; provided, however, Provider represents and warrants that its criteria for credentialing and granting privileges comply with applicable state and federal law and are consistent with acceptable industry standards such as NCQA or the Joint Commission. Notwithstanding the foregoing sentence, Provider shall collect

the information set forth in Exhibit C (the "Credentialing Information") and, upon Nomi's reasonable request, and consistent with applicable law, Provider shall promptly provide Nomi with (a) a list of all Medical Providers who are credentialed or privileged to provide Covered Services; (b) the Credentialing Information regarding such Medical Providers; and (c) the criteria and policies and procedures used by Provider to make credentialing and privileging decisions. Provider retains ultimate responsibility for the performance, safety, quality improvement, and quality assurance activities related to the Medical Providers rendering Covered Services and Nomi will rely on the credentialing and privileging decisions and related information in connection with those Medical Providers permitted to provide Covered Services.

3 Nomi Obligations

3.1 Directory Listing. Nomi will use commercially reasonable efforts to maintain a directory of the Nomi Health Network including Provider, its Medical Providers, and Covered Services available to Members and Payors.

3.2 Financial Incentive. Nomi will use commercially reasonable efforts to require that each Payor provide financial incentives in its Benefit Plan(s) intended to motivate or encourage Members to seek Covered Services from the Nomi Health Network providers.

3.3 Liability for Nomi Health Network Payment. Nomi has no authority to interpret or manage a Benefit Plan and is not responsible for determining the benefits, premium rates, underwriting criteria, acquisition of reinsurance, and other applicable procedures related to the administration of the Benefit Plan. Nomi is not a fiduciary, insurer, underwriter, administrator, or a guarantor of the Benefit Plan. The Parties acknowledge and agree that the Payor shall have the final authority and responsibility regarding the interpretation, application, and administration of the Benefit Plan and that liability for payment for Covered Services (including payment of funding requests for Covered Services) rests solely and exclusively with the Payor.

3.4 Exclusion of a Payor. Nomi shall obligate Payor to pay Provider at the Rate Schedules established in Exhibit B. In the event Provider believes (i) the Payor has repeatedly failed to comply with the requirement specified in this Agreement, including but not limited to timely and /or correct payment of claims (ii) otherwise failed to abide by the terms of this Agreement, Provider shall notify Nomi in writing to request that such Payor and applicable Benefit Plan be excluded from access under this Agreement. Within thirty (30) days of receipt of such notice from Provider, or within such extended time period to which the Parties mutually agree, Nomi will attempt to resolve the matter to the reasonable satisfaction of Provider such that Payor will not be excluded from the Agreement. If Nomi Health finds it cannot resolve the matter to the reasonable satisfaction of Provider, Nomi shall exclude such Payor and applicable Benefit Plan from access under this Agreement effective thirty (30) days from the end of the applicable resolution period.

4 Compensation/Claims

4.1 Electronic Payment and Fee Assurance. Provider shall enroll in Electronic Funds Transfer ("EFT") for the receipt of payments for Covered Services within fourteen (14) days of the Effective Date of this Agreement. Provider will receive payment for each Approved Claim via EFT. Nomi will not charge Provider any fees for the use of the EFT to receive payment from Payor for rendering Covered Services to a Member under such Payor's Benefit Plan.

4.2 Claim Submission. Provider shall submit a Claim to Nomi as promptly as possible following the rendering of the Covered Services, but in no event later than ninety (90) days following the date of service of the Covered Services, or, alternatively, in accordance with the Nomi Health Network Provider Guide payment requirements; provided there may be a delay in processing payments for claims submitted between thirty (30) and ninety (90) days. Provider shall ensure that a Claim submitted to Nomi contains complete and accurate information, as set forth in this Section 4.2, including accurately documenting the Covered Services rendered, and are invoiced in accordance with the applicable reimbursement rate as set forth in the Rate Schedule. Provider agrees and shall cause its Medical Providers to agree to accept the reimbursement rate(s) set forth in the Rate Schedule as payment in full for all Covered Services rendered to a Member. The Rate Schedule shall remain in effect unless otherwise modified by a written amendment to this Agreement signed by the Parties. Provider represents and warrants in submitting a Claim that Provider has a right to receive payment for such Covered Services. Each Claim is subject to review by Nomi. Notwithstanding anything to the contrary set forth in this Agreement, Provider acknowledges and agrees that (a) Covered Services must comply with the conditions to payment set forth from time to time by the Payor, including, without limitation, any applicable medical necessity requirements; (b) Nomi shall have no obligation to pay Provider for Covered Services if the Payor fails to pay the Provider; (c) Provider will submit a Claim using the appropriate standardized forms as follows: (i) for institutional services, the UB-05 (formerly UB-04) form in

accordance with the latest CMS guidelines and Payor-specific requirements and (ii) for professional and outpatient services, the CMS-1500 form.

4.3 Payment. Nomi will use commercially reasonable efforts to ensure that payment of an Approved Claim is completed within forty-eight (48) hours of Nomi's receipt of such Approved Claim; provided, however, for those Payors who fund payment of an Approved Claim in accordance with periodic funding schedules, Nomi will use commercially reasonable efforts to ensure that payment of such Approved Claim is completed within forty-eight (48) hours of Nomi's receipt of adequate funds from the appropriate Payor. Notwithstanding the foregoing sentence, the Provider, on behalf of itself and its Medical Providers, acknowledges that the Payor is ultimately responsible for approving a Claim, for funding payment of the Covered Services covered by such Approved Claim, and while the Provider will submit a Claim directly to, and receive payment of an Approved Claim directly from, Nomi, Nomi is acting merely as a conduit of payment on behalf of the Payor for the Covered Services. Accordingly, Provider, on behalf of itself and its Medical Providers, agrees that (a) Nomi shall not be liable to the Provider or its Medical Providers if an Approved Claim is not promptly paid due to Payor's failure to approve a Claim or fund payment for the Covered Services covered by such Approved Claim and (b) although Nomi will use commercially reasonable efforts to enforce the Payor's responsibilities pursuant to this Agreement, Provider's sole recourse for a Payor failing to maintain adequate funds or to compensate the Provider or its Medical Providers for Covered Services shall be against such Payor. Provider, on behalf of itself and its Medical Providers, waives, releases, relinquishes, and discharges Nomi from all claims, losses, damages, costs, expenses, or liabilities, including costs and reasonable attorneys' fees, arising out of, resulting from, or related to any dispute regarding any Payor's failure to maintain adequate funds or pay compensation or reimbursement to the Provider and its Medical Providers for services rendered under this Agreement, or in accordance with this Agreement. This Section shall survive the termination of this Agreement.

4.4 Hold Harmless. Member shall not be held liable for payment of any fees for Covered Services. Provider shall not charge or collect from Members and shall cause its Medical Providers not to charge or collect from Members, any fees for Covered Services. Provider agrees to comply with any limitations on collecting from Members set forth in the applicable Benefit Plan.

4.5 Recoupments; Refunds. If a Payor denies payment of an Approved Claim on a previously issued payment, Nomi will notify the Provider that a refund has been requested by the Payor within three hundred sixty-five (365) days from date of payment. and will initiate a refund transaction within thirty (30) calendar days of receipt of Payor's refund request. If Provider disagrees with Payor's determination, Provider shall appeal that determination directly with Payor, but Nomi shall be entitled to recoup or withhold payments related to such Approved Claim from amounts otherwise due Provider. Provider shall cooperate with Nomi with respect to any recoupment or related audit. In addition, Provider will refund any overpayment to Nomi within thirty (30) days of the Provider's receipt of a notice from Nomi or its designee of such overpayment.

5 Term and Termination

5.1 Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for a term of thirty-six (36) months. Thereafter, the Agreement shall renew upon mutual written agreement for one (1) additional term of twelve (12) months, unless and until terminated in accordance with Sections 5.2, 5.3, or 5.4.

5.2 Termination Without Cause. This Agreement may be terminated without cause by either Party with at least one hundred twenty (120) days prior written notice to the other Party.

5.3 Termination For Material Default. In the event of material default or breach by a Party, the non-breaching Party shall provide the breaching Party written notice of such default or breach and shall allow the breaching Party no fewer than thirty (30) days to cure such default or breach. In the event the breaching Party has not cured such default or breach within such time period, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.4 Termination For Cause.

(a) Upon written notice to Provider, Nomi may terminate this Agreement immediately upon the occurrence of any of the following events with respect to Provider or its Medical Providers: (i) termination, conditioning, non-renewal, discipline (including exclusion from a government program or by health care facility, review organization or professional society) or suspension of any applicable federal, state or local license, certificate, permit, or participation; (ii) bankruptcy or insolvency; (iii) loss of or insufficient professional liability insurance coverage; (iv) determination that continued

participation would cause harm to Members; (v) indictment or conviction of a felony, fraud, a crime involving moral turpitude, or a crime related to the delivery of health care services; (vi) solicitation of a Nomi client or Payor; or (vii) change of control to a person or entity unacceptable to Nomi.

(b) Upon written notice to Nomi, Provider may terminate this Agreement immediately upon the occurrence of any of the following events with respect to Nomi: (i) bankruptcy or insolvency; (ii) indictment or conviction of a felony, fraud, a crime involving moral turpitude, or a crime related to the delivery of health care services; (iii) change of control to a person or entity unacceptable to Provider; or (iv) failure to pay an Approved Claim for Covered Services provided by Provider within thirty (30) days of Nomi receiving notice that a Claim is an Approved Claim.

5.5 Continuing Obligation. Upon expiration or termination of this Agreement, Provider shall continue to satisfy, and shall cause its Medical Providers to satisfy, all obligations under this Agreement relating to any Member who is currently receiving Covered Services, in part or entirely, prior to the effective date of such termination or expiration, until Member can be satisfactorily transferred to another qualified medical provider. Otherwise, neither Party shall have any further obligations hereunder, except for (a) obligations incurred prior to the date of expiration or termination, including, without limitation, the payment of accrued but unpaid fees and (b) obligations, promises, or covenants contained herein that expressly extend beyond the term of this Agreement, including, but not limited to, any indemnification obligations.

6. Confidentiality. Neither Party shall disclose to third parties any confidential or proprietary business information which it receives from the other Party, including, but not limited to, financial statements, business plans, the Nomi Health Network Provider Guide and its policies and procedures except that (a) Nomi may disclose certain terms to Payors or designees that need the information to process claims or administer a Benefit Plan and (b) each Party shall be permitted to disclose, in its sole discretion, any other data or information that may be requested by applicable state and federal law, state regulations or governing agencies that pertain to this Agreement or that may relate to the enforcement of any right granted or term or condition of this Agreement. Nomi acknowledges that Provider 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 Provider receives a demand for the disclosure of any information related to the Agreement which Nomi has claimed to be confidential and proprietary, Provider will immediately notify Nomi of such demand and Nomi shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. Nomi shall indemnify, defend and hold harmless Provider from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Nomi documents in Provider's custody and control in which Nomi claims to be confidential and proprietary. This Section shall survive termination of this Agreement.

7. General Provisions

7.1. Independent Contractor. The relationship between the Parties, as well as their respective employees and agents (including the Provider's Medical Providers), is that of independent contractors, and neither shall be considered an agent or representative of the other Party for tax or any purpose, nor shall either hold itself out to be an agent or representative of the other for any purpose. Each Party will be solely liable for its own activities and those of its agents and employees.

7.2. Due Authorization. Provider represents and warrants that it (a) is legally authorized, and has the power or agency, to negotiate on behalf of its Medical Providers; (b) is executing this Agreement through its duly authorized representatives; (c) is responsible for ensuring that the obligations of its Medical Providers are fully satisfied; and (d) will take all steps necessary to cause Medical Providers to comply with and perform the terms and conditions of this Agreement.

7.3. Non-Solicitation. Provider shall not solicit, and shall cause its Medical Providers not to solicit, any employers, Payors, or any other Nomi client introduced, directly or indirectly, to Provider by and through Nomi during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with any employee of Provider or any individual employed by Provider shall not be construed as a violation of this section.

7.4. Notice. Any notice given pursuant to this Agreement shall be in writing and delivered by United States Postal Service or overnight courier with proof of delivery. Notice shall be effective upon date of postmark or submission electronically.

Nomi Health Notice Address	Provider Notice Address
898 North 1200 West, Suite 201 Orem, Utah 84057 Attn: Legal	University Medical Center of Southern Nevada Las Vegas, Nevada 89102 Attn: Legal Department, Contracts

7.5. Use of Name. Provider consents, upon prior written request, to the use of its name, logos, trademarks, service marks, and other identifying and descriptive material in provider directories and in other Nomi materials and marketing literature in all formats, including, but not limited to, electronic media. Such consent shall not be unreasonably withheld by the Provider. Provider may use Nomi's names, logos, trademarks, or service marks in marketing materials or otherwise, upon receipt of Nomi's prior written consent, which shall not be unreasonably withheld.

7.6. Assignment. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to any of its affiliates, or in connection with a merger, reorganization, or sale of all or substantially all of their assets or equity, without the other Party's consent but shall notify other Party in writing of any assignment. Other than as expressly provided by this Agreement, any attempted assignment, by operation of law or otherwise, shall be void and unenforceable. This Agreement shall inure to the benefit of and shall bind permitted successors and assignees of the Parties.

7.7. Entire Agreement; Amendments. This Agreement, including any exhibit(s), attachment(s), addenda, or amendment(s), the Nomi Health Network Provider Guide or policies referenced herein or therein, constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous agreement (whether written or oral) between the Parties with respect to the subject matter of this Agreement. Except for as expressly stated herein, this Agreement may not be amended except in a writing signed by both Parties. Notwithstanding the foregoing, amendments necessary to effect compliance with laws do not require the consent of Provider and shall be effective as stated in Nomi's notice of amendment. For avoidance of doubt, Nomi shall only amend this Agreement without Provider's written consent for legal compliance as it relates to regulations.

7.8. Precedence. In the event of any conflict between the terms and conditions specified in this Agreement, including any exhibits to this Agreement, the Member's Benefit Plan, and the Nomi Health Network Provider Guide, the following order of precedence will govern the applicable terms and conditions agreed upon by the Parties: (a) the Member's Benefit Plan; (b) this base Agreement; (c) the applicable exhibits or addendums; and (d) the Nomi Health Network Provider Guide.

7.9. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada.

7.10. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

7.11. Indemnification. To the extent permitted by Nevada 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.

7.12. Disclaimer of Damages; Limitation of Liability. EXCEPT FOR ANY BREACH OF SECTION 6 OR SECTION 7.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REPUTATIONAL HARM, OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMANGES OCCURRING.

7.13. Dispute Resolution/Arbitration. If a dispute arises out of this Agreement that cannot be resolved by any informal discussion, then the dispute first shall be subject to mediation by the Parties, and if unresolved at the conclusion of mediation, through binding arbitration. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, including any question regarding its interpretation, existence, validity, scope or termination which cannot be settled by mutual agreement or mediation shall be submitted to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") through the jurisdiction of Judicial Arbitration & Mediation Services (JAMS) in Clark County, Nevada. The Parties agree that the Arbitration Agreement is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, *9 U.S.C. §§ 1-14.*

7.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement. Signatures given by facsimile, electronic means, or portable document format (or similar format) shall be binding and effective to the same extent as original signatures.

7.15. Non-Waiver. No course of dealing between the Parties, and no delay by either Party in exercising any right, power, or remedy, shall operate as a waiver or otherwise prejudice the exercise by the Party of that right, power, or remedy against that Party or any other party.

7.16. Remedies. Each Party agrees that irreparable damage could occur if any of the provisions of this Agreement are not performed in accordance with its terms and that the Parties shall be entitled to specific performance of the terms hereof in addition to any remedies at law or in equity.

7.17. Force Majeure. If either Party shall be delayed or interrupted in the performance or completion of its obligations hereunder by any act, neglect or default of the other Party, or by an embargo war, act of terror, riot, incendiary, fire, flood, earthquake, pandemic, epidemic or other calamity, act of God, or governmental act, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

7.18. Survival. Section 7 shall survive termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Nomi and Provider have caused this Agreement to be executed by their undersigned officers, the same being duly authorized to do so.

NOMI HEALTH, INC.	**PROVIDER**
DocuSigned by: 3184B35298254FB...	
Signature	Signature
Jack Hill	Mason VanHouweling
Name	Name
SVP	Chief Executive Officer
Title	Title
8/20/2025	
Date	Date
	88-6000436
	Tax ID Number(s)
	1548393127
	NPI Number(s)

EXHIBIT A

Medical Providers & Facilities

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

EXHIBIT B

Hospital

Rate Schedules

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

EXHIBIT C

CREDENTIALING ADDENDUM

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

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	X 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: 1

Corporate/Business Entity Name:	Nomi Health, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	898 North 1200 West, Suite 201	**Website:** www.nomihealth.com
City, State and Zip Code:	Orem, Utah 84057	**POC Name:** Legal Services **Email:** legalservices@nomihealth.com
Telephone No:	N/A	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **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)
N/A		

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

DocuSigned by:
2184B35298254FB...
Signature

Jack Hill
Print Name

VP, Enterprise Development
Title

8/20/2025
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Ten to the Primary Care Physician Participation Agreement with Optum Health Networks, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign Amendment Ten to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Aare Services; or take action as deemed appropriate. ***(For possible action)***

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: August 1, 2025 - July 31, 2027
Amount: Revenue based on volume
Out Clause: 90 business 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. 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. Amendment Nine, effective August 1, 2025, increased the reimbursement rates and extended the expiration date to July 31, 2027.

This request is to approve Amendment Ten to the Agreement which will update and replace the Group Quality Incentive Program details.

Cleared for Agenda
September 24, 2025

Agenda Item #
8

UMC's Director of Managed Care has reviewed and recommends approval 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 September 17, 2025, meeting and recommended for approval by the Governing Board.

Amendment Ten to the
Primary Care Physician Participation Agreement

This Amendment Ten (this "Amendment") is to the Primary Care Physician Participation Agreement, is made and entered into as of **January 1, 2025** (the "Amendment Effective Date"), by and between **Optum Health Networks, Inc. fka Lifeprint Health, Inc.** (collectively, "Optum or OptumCare") and **University Medical Center of Southern Nevada (UMC)** ("Provider" or "Provider Group").

WHEREAS, pursuant to that certain Primary Care Physician Participation Agreement with an effective date of April 1, 2018, by and between Provider and OptumCare (the "Agreement"), Provider agreed to provide Primary Care Services to OputmCare Members who have selected or been assigned to OptumCare to receive certain Covered Services.

WHEREAS, Provider and OptumCare have agreed to amend the Agreement as follows:

The parties agree to modify the Agreement as follows:

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

2. **The Exhibit H, 2023 Provider Group Performance Incentive Program** is hereby deleted in its entirety and replaced with the attached hereto.

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 Lifeprint Health, Inc. on behalf of itself, and its other affiliates, as signed by its authorized representative		**University Medical Center of Southern Nevada (UMC)**, as signed by its authorized representative	
Signature:		**Signature:**	
Print Name:	John C. Rhodes, MD	**Print Name and Title:**	Mason Van Houweling Chief Executive Officer
Title:	President & CEO	**Date:**	
Date:	August 15, 2025	**TIN:**	**886000436**

Agreement Number: 01354593.1

Exhibit H

Quality Incentive Program

Effective: 1/1/2025 – 12/31/2025

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

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: 2,154

Corporate/Business Entity Name:	Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)	
(Include d.b.a., if applicable)	OptumCare	
Street Address:	2716 N. Tenaya Way	**Website:** www.optum.com
City, State and Zip Code:	Las Vegas, NV 89128	**POC Name:** Simone Cook, VP, Network and Contracting **Email:** simone.cook1@optum.com
Telephone No:	(702) 242-7713	**Fax No:** (855)-275-4390
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)
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

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.

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

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of the Letter of Understanding with P3 Health Partners-Nevada, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Letter of Understanding to with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

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: Extended through December 31, 2025
Amount: Revenue based on volume
Out Clause: 90 days without cause

BACKGROUND:

On September 26, 2018, the Governing Board approved the Provider Agreement ("Agreement") with P3 Health Partners-Nevada, LLC ("P3") to provide its government members healthcare access to the UMC Hospital and its associated Urgent Care facilities.

This Letter of Understanding extends the termination date of the Agreement to December 31, 2025. Ratification was necessary as the Agreement was due to terminate and the parties needed additional time for negotiation of a new agreement.

UMC's Managed Care Director has reviewed and recommends ratification of this Letter of Understanding, 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 Letter of Understanding was reviewed by the Governing Board Audit and Finance Committee at their September 17, 2025, meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
September 24, 2025

Agenda Item #
9

Docusign Envelope ID: 00461642-6F2A-4D6D-9849-F8574223FD8F

LETTER OF UNDERSTANDING
Between
P3 Health Partners – Nevada
and
University Medical Center of Southern Nevada

This Letter of Understanding ("LOU") is entered into by and between **P3 Health Partners – Nevada** ("P3") and **University Medical Center of Southern Nevada** ("UMC"), collectively referred to as the "Parties."

RECITALS

- WHEREAS, the Parties entered into a Provider Agreement fully executed on August 28, 2018, including all subsequent addendums and amendments (the "Agreement"); and
- WHEREAS, the Agreement is currently set to expire on August 21, 2025; and
- WHEREAS, the Parties desire to extend the term of the Agreement in order to allow additional time for discussions and completion of a successor agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Extension of Term**
   The term of the Agreement shall be extended, commencing on August 22, 2025 and expiring on December 31, 2025, unless further extended or otherwise terminated in accordance with the Agreement.
2. **Impact of Extension**
   Said extension will not impact the effective date of a fully executed new agreement, and will remain August 22, 2025.
3. **Continuing Effect**
   Except as expressly set forth herein, all terms, conditions, and provisions of the Agreement, as previously amended, shall remain in full force and effect during the extension period.
4. **Counterparts**
   This LOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Binding Effect**
   This LOU shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Letter of Understanding as of the dates set forth below.

Signed by:
P3 Health Partners – Nevada
By: Todd Smith
A816E07D31C1427
Name: Todd Smith
Title: CLO
Date: 8/20/2025

University Medical Center of Southern Nevada
By: Mason
Name: Mason Van Houweling
Title: CEO
Date: 8/22/25

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	X☐ 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:	P3 Health Partners-Nevada, LLC	
(Include d.b.a., if applicable)		
Street Address:	2370 Corporate Circle, Suite 300	**Website: www.p3hp.org**
City, State and Zip Code:	Henderson, Nevada 89074	**POC Name: Kassi Belz** **Email: kbelz@p3hp.org**
Telephone No:	702-766-3719	**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)
Aric Coffman, M.D.	Chief Executive Officer	Publicly traded
Leif Pedersen	Chief Financial Officer	Publicly traded
Amir Bacchus, M.D.	Chief Medical Officer	Publicly traded

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

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

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

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

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

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

Signed by:

Todd Smith

Signature

2D7CE07D31C1427...

Todd M. Smith

Todd Smith

Print Name

Chief Legal Officer

Title

8/25/2025

Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment to the Individual/Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment to the Individual/Group Provider Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

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: October 1, 2025 – September 20, 2028
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

BACKGROUND:

On March 29, 2023, the Governing Board approved the Individual/Group Provider Service Agreement ("Agreement") between Sierra Health and Life Insurance Company, Inc. / Sierra Healthcare Options, Inc., ("Sierra") and University Medical Center ("UMC"), to provide its members healthcare access to UMC's Anesthesia and Orthopedic services. The First Amendment, effective as of December 1, 2023, added Radiology services under the Agreement and updated the compensation schedule in Attachment B. The Second Amendment, effective as of July 1, 2024, added Internal Medicine and Emergency Medicine services under the Agreement.

This Amendment, effective October 1, 2025, creates a customized compensation fee schedule for primary care covered services to Teacher Health Trust insureds.

UMC's Director of Managed Care has reviewed and recommends approval 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
September 24, 2025

Agenda Item #
10

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their September 17, 2025, meeting and recommended for approval by the Governing Board.

SIERRA HEALTH & LIFE INSURANCE COMPANY, INC.
SIERRA HEALTHCARE OPTIONS, INC.

AMENDMENT TO INDIVIDUAL/GROUP PROVIDER AGREEMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of October 1, 2025 by and between University Medical Center of Southern Nevada (hereinafter referred to as "PROVIDER") and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada (SHL) and Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada (SHO), and other future owned or managed companies (hereinafter referred to as "SIERRA").

RECITALS

WHEREAS, pursuant to an Individual/Group Provider Service Agreement with an effective date of April 1, 2023, and subsequent amendments, by and between University Medical Center of Southern Nevada (PROVIDER) and SIERRA, PROVIDER has agreed to provide certain services for Insureds/Subscribers of SIERRA in exchange for certain described compensation.

WHEREAS, PROVIDER and SIERRA ("the PARTIES") have agreed to amend the Individual/Group Provider Service Agreement to specify terms and conditions of PROVIDER's provision of services rendered to Insureds or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SIERRA and PROVIDER agree that the Individual/Group Provider Service Agreement is amended as follows:

I. **ATTACHMENT B.4, COMPENSATION FOR COVERED SERVICES TO INSUREDS OF TEACHERS HEALTH TRUST ("THT")**

II. **ATTACHMENT B.5, AMBULATORY CARE LOCATIONS**

All other terms and conditions of the agreement as amended shall remain in full force and effect.

SIERRA HEALTHCARE OPTIONS, INC.	**PROVIDER**
By: _____ Signature	By: _____ Signature
Name: Jean McFarlane VP, NDC Please Print	Name: _____ Please Print
Date: 9/3/2025	Date: _____

SIERRA HEALTHCARE OPTIONS, INC.

ATTACHMENT B.4

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

SIERRA HEALTHCARE OPTIONS, INC.

ATTACHMENT B.5

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	X☐ 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:	United HealthCare Services, Inc	
(Include d.b.a., if applicable)		
Street Address:	9900 Bren Road East	**Website:**
City, State and Zip Code:	Minnetonka, MN 55343	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**	2716 N. Tenaya Way	**Website:**
City, State and Zip Code:	Las Vegas, NV 89128	**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)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

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

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

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

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

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

Signature

HEATHER LANG
Print Name

ASSISTANT SECRETARY
Title

5/31/24
Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Second Amendment to Master Services Agreement for Orthopedic Audit Services with HealthCare Inspired, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Second Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Professional Services – Specialty Coding Support
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: One-Year (to commence from date of signature)
Amount: $1,285,200.00
Out Clause: Convenience: 15-day notice. Cause: 10-day notice.

BACKGROUND:

In June 2024, UMC entered into an agreement with Healthcare Inspired, LLC for audit services for analysis of documentation, coding, and billing practices related to orthopedic services. The First Amendment to the Agreement, effective April 2025, expanded the scope of services to include additional audits and chart reviews. This Second Amendment will provide UMC with remote specialty coding services, which shall include coding of professional and/or facility claims, including but not limited to CPT and/or Evaluation Management services, based on documentation provided by UMC. The amendment will add an additional estimated expense of $1,285,200.00 to the Agreement.

UMC's Health Information Management Director has reviewed and recommends approval of this Amendment, which was approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their meeting on September 17, 2025, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
September 24, 2025

Agenda Item #
11

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

This Amendment to the Master Services Agreement ("Amendment") is made and entered into effective as of the last date of signature ("Effective Date") by and between University Medical Center of Southern Nevada, a political subdivision of Clark County and a publicly funded hospital organized under Chapter 450 of the Nevada Revised Statutes, located at 1800 W. Charleston Blvd, Las Vegas, Nevada 89102 ("Hospital"), and Healthcare Inspired LLC, an Arkansas limited liability company with a principal business address at 37 Tewkesbury Circle Dr, Bella Vista, AR 72714 ("Company"). Hospital and Company are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Master Services Agreement dated June 3, 2024 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to include additional specialty coding services and the applicable terms and compensation for such services;

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

1. SCOPE OF SERVICES.

The Agreement is hereby amended to add the following services under Section III and Exhibit A: Company shall provide remote specialty coding support services as requested by Hospital. These services shall include coding of professional and/or facility claims, including but not limited to CPT and/or Evaluation and Management (E/M) services, based on documentation provided by Hospital.

2. COMPENSATION.

Section II of the Agreement is amended to include the following rates applicable to the specialty coding services:

Service Type	Monthly Rate	Hours Included
Senior Specialty Coder	$6,700	160 hours

Part-Time Float Coder	$3,400	80 hours

Any hours worked beyond the monthly allocation must be approved in writing in advance by Hospital and shall be billed at the applicable hourly rate. All services rendered under this Amendment shall be invoiced in accordance with Section II.A of the Agreement.

3. BILLING AND INVOICING.

Invoices for specialty coding services shall comply with the invoicing procedures set forth in the Agreement. Such invoices shall clearly itemize the services performed, dates of service, and total hours worked under this Amendment.

4. SCOPE CLARIFICATION.

This Amendment solely applies to the addition of specialty coding services. All other services and obligations under the original Agreement shall remain unchanged except as expressly stated herein.

5. NO OTHER CHANGES.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date written above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Name: _____
Title: _____
Date: _____

HEALTHCARE INSPIRED LLC

By: _____
Name: Jennifer McNamara
Title: Chief Executive Officer
Date: 8/20/25

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:	Healthcare Inspired LLC		
(Include d.b.a., if applicable)			
Street Address:	37 Tewkesbury Circle Dr	**Website:**	www,healthcareinspiredllc.com
City, State and Zip Code:	Bella Vista AR 72714	**POC Name:** Jennifer McNamara **Email:** Jennifer@healthcareinspiredllc.com	
Telephone No:	479-542-1230	**Fax No:**	479-448-2140
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)
Jennifer McNamara	CEO	100

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

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

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

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

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

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

Signature	Jennifer McNamara Print Name
CEO Title	8/12/25 Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Services Agreement with Comprehensive Care Services, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Services Agreement with Comprehensive Care Services, Inc. for Perfusion, related Services and Equipment; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: Perfusion and Related Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: Five-Year Term
Amount: $18,768,630.56
Out Clause: 90 days w/o cause

BACKGROUND:

The request to enter into a new services agreement for perfusion, E.C.L.S, Talis, and related services with Comprehensive Care Services, Inc. ("Company"). Specialty Services will provide and staff UMC's Specialty Services Department with up to 3 qualified perfusion technicians, provide other perfusion services on an as-needed basis, and provide the equipment necessary for perfusion services at a monthly rental rate. In addition, the Company will provide all maintenance, including PMs required, eliminating the need for a separate equipment service agreement.

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 with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement if deemed beneficial to UMC. UMC's Specialty Services Manager has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
September 24, 2025

Agenda Item #
12

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their September 17, 2025, meeting and recommended for approval by the Board of Hospital Trustees.

SERVICES AGREEMENT

This Services Agreement (together with all exhibits and/or attachments, this "Agreement") is between Comprehensive Care Services Inc. ("**Vendor**"), with its principal place of business located at 45211 Helm Street, Plymouth, Michigan 48170 and the following entity ("Participant"):

Facility or Group Name:	University Medical Center of Southern Nevada
Address:	1800 W. Charleston Blvd.
City, ST, ZIP:	Las Vegas, NV 89102
GPOID:	H036381
Contact Person & Title:	Angie Zuniga
Contact Phone:	(702) 683-0318
Contact Email:	angela.zuniga@umcsn.com

WITNESSETH:

WHEREAS, Participant desires to retain Vendor to provide specific services, and Vendor desires to provide those services all upon the terms and conditions stated below. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities;

WHEREAS, Vendor shall provide perfusion services ("**Services**"); and

WHEREAS, this Agreement is subject to the terms of the purchasing agreement between Vendor and HealthTrust Purchasing Group, L.P., executed April 1, 2019 (HPG-6714) ("**Purchasing Agreement**"). In the event of a conflict between the terms of this Agreement and the Purchasing Agreement, the terms of this Agreement will control.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set out below, the parties agree as follows:

I VENDOR'S SERVICE

1. Vendor and all personnel employed or retained by the Vendor, including Vendor, if an individual ("**Vendor Personnel**" or "**Vendor's Personnel**"), shall provide the Services as described in this Agreement and any exhibits/attachments attached hereto and incorporated herein. Vendor shall perform all Services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Participant and the Services, including, without limitation, those requirements imposed by The DNV, the Centers for Medicare and Medicaid Service (CMS) Conditions of Participation and any amendments thereto and all applicable federal, state, and local laws, rules, regulations, and policies. Vendor shall cooperate with Participant in abiding by Participant's Quality Management program and all applicable DNV standards regarding contracted providers. In accordance with DNV, Participant has set forth expectations in Attachment 1 for the performance of the Services by Vendor. Participant will monitor the Services provided by Vendor in relation to the expectations in this Agreement. Vendor shall provide documentation of performance to meet the expectations, ongoing quality improvement and/or appropriate accreditation to Participant upon request as required by The DNV standards, CMS Conditions of Participation and/or state regulations.

2. Vendor shall assume complete responsibility for the professional operation of the Services and shall provide all professional Services, which Participant requires to be provided through this Agreement. Any esoteric, unusual or other procedures, which cannot be reasonably performed through the Services, will be sent to an outside provider selected by Participant.

3. Vendor and/or Vendor Personnel shall prepare timely, complete and accurate medical records in accordance with the written policies and procedures of Participant and all professional standards applicable to medical records documentation. All of such records shall be and remain the property of Participant. Vendor and Vendor Personnel shall have access to those records created by the Vendor or respective Vendor Personnel as permitted by law.

4. Vendor shall not subcontract any of its responsibilities under this Agreement to another party without first obtaining the prior written consent of Participant.

I PERSONNEL QUALIFICATIONS

1. Vendor Personnel shall:
   a) possess current state license/registration and/or certification and current Cardio Pulmonary Resuscitation card, as applicable and appropriate for the Services provided to Participant and required by applicable laws, regulations or accreditation standards, and present these documents to a Participant representative upon request;
   b) meet Vendor conditions of employment regarding health and security clearance, provision of professional references, and any other applicable hiring criteria; and
   c) be eligible to participate in federal and state health care programs.

2. Unless expressly approved by Participant, no Vendor Personnel shall be:
   a) currently a non per-diem Participant employee; or
   b) a previous Participant employee and not eligible for rehire; currently on the Participant "Do Not Send" list; or a previous Participant employee whose employment with Participant terminated within 12 months prior to the effective date of the Services.

3. Vendor Personnel shall comply with Participant's credentialing and/or onboarding process. If the Vendor Personnel fails to apply and/or meet the qualifications for credentials and/or onboarding, then Participant may refuse to accept the Services of the non-compliant Vendor Personnel, demand a replacement, and/or terminate this Agreement immediately for cause.

4. Vendor represents and warrants to Participant that Vendor and Vendor Personnel will not employ any individual to work in the United States to perform Service under this Agreement who is not legally authorized to work in the United States in the capacity indicated. Vendor and Vendor Personnel certify that all employees assigned to work in the United States under this Agreement are legally authorized to work in the United States in the capacity they are serving under this Agreement and will provide any and all written documentation to support such certification. Vendor and Vendor Personnel agree that if the status of any employee changes during the term of the Agreement, they shall notify the Participant CEO and remove such employee from performing Services under this Agreement. Vendor and Vendor Personnel agree that they will indemnify and hold the Participant harmless in the event of any claim made against Participant related to any alleged failure of Vendor or Vendor Personnel to comply with its obligations under this Section of the Agreement. A failure to comply with any obligation under this Section constitutes a material breach of this Agreement.

I COMPLIANCE WITH LAW AND POLICY

1. At Participant's discretion, Vendor's Personnel may be required to complete annual competency training and/or other education requirements.

2. Vendor represents and warrants to Participant that Vendor and Vendor's Personnel: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from

participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Vendor's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term of this Agreement, and Vendor shall immediately notify Participant of any change in the status of the representations and warranties set forth in this Section. Any breach of this Section shall give HPG the right to terminate this Agreement immediately under Section V.1.

3. Participant reserves the right to request Vendor not to use any particular one of its Vendor Personnel in performing any of the Services at any Participant's location. Vendor shall remove from Services under this Agreement any Vendor Personnel who: (1) is convicted of a felony offense or a misdemeanor offense, if related to duties provided to Participant; (2) has a guardian or trustee of his/her person or estate appointed by a court of competent jurisdiction; (3) becomes disabled so as to be unable to perform the duties required by this Agreement; (4) fails to maintain professional liability insurance required by this Agreement; (5) shall have his/her license(s), certifications/registrations and/or privileges required to perform the Service contemplated by this Agreement either suspended, revoked, voluntarily relinquished, or otherwise limited; (6) fails to comply with any of the terms and conditions of this Agreement, or the written policies and procedures of Participant (as in effect at the time), after being given notice of that failure and reasonable opportunity to comply; or (7) fails to maintain eligibility to participate in Healthcare Programs. In addition to removing any such Vendor's Personnel, Vendor shall obtain, at its cost and expense, a substitute for the removed Vendor's Personnel or otherwise demonstrate its capabilities for continued coverage and Service required by this Agreement. If the Vendor is unable to provide a substitute for the Vendor's Personnel within seven (7) business days, Participant may exercise its right under Section V.3 to terminate this Agreement. Vendor shall submit completed documentation to a Participant manager regarding follow-up counseling action taken with the removed Vendor's Personnel. A failure of performance by Vendor under this Section shall be deemed a material breach of this Agreement.

IV. MUTUAL RESPONSIBILITIES

1. Vendor or Vendor's Personnel shall cooperate with Participant in completing adequate and timely orientation at Participant. Orientation time, as required by The Joint Commission, will be paid by the Vendor (maximum 8 hours).

2. Neither Vendor nor Participant shall discriminate in employment or provisions of services with respect to age, race, color, religion, marital status, sex, national origin, ancestry, sexual orientation, disability or medical condition, source of payment, or as otherwise set forth in applicable federal and state laws.

3. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of this Agreement including without limitation laws that require Vendor to disclose any economic interest or relationship with Participant.

V. TERM AND TERMINATION

1. This Agreement shall remain in effect for a term of five (5) years, beginning September 1, 2025 and ending at midnight on August 31, 2030 unless otherwise terminated as provided herein. Except as provided herein, either party at any time may terminate this Agreement, with or without cause, by giving written notice of such termination to the other party at least ninety (90) days prior to the date on which the termination is to be effective, such date to be specified in the notice. If Vendor fails to meet the Service performance expectations or fails to make improvements to performance if it fails to meet expectations, Participant may terminate the Agreement pursuant to this Section.

2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Participant for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Participant's obligations under it shall be extinguished at the end of any of Participant's fiscal years in which Participant'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 the Agreement. Participant agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is

invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Participant of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

3. If this Agreement is terminated by either party, Vendor's Personnel may no longer provide patient care at Participant unless Vendor's Personnel have been individually granted clinical privileges or practice prerogatives by the medical or professional staff of Participant, and, if required by Participant, the parties have entered into a service agreement for the Service.

4. If the parties receive notice of any Government Action (defined below), the parties shall attempt to amend this Agreement in order to comply with the Government Action.

i. If the parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one party notices the other of such fact.

ii. For the purposes of this Section 3, "Government Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Participant, because of the arrangement between parties pursuant to this Agreement, if or when implemented, would: (1) revoke or jeopardize the status of any health Participant license granted to Participant or any affiliate of Participant; (2) prevent Vendor or any Vendor's Personnel from being able to access and use Participant or any affiliate of Participant; (3) constitute a violation of 42 U.S.C. Section 1395nn (commonly known as the Stark law) if Vendor or any Vendor's Personnel referred patients to Participant or any affiliate of Participant; (4) prohibit Participant or any affiliate of Participant from billing for services provided to patients referred to by Vendor or any Vendor's Personnel; or (5) subject Participant, Vendor, or any Vendor's Personnel, or any affiliate of Participant, or any of their respective employees or agents, to civil or criminal prosecution, on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.

iii. For purposes of this Section, "affiliate" shall mean any entity, which, directly or indirectly, controls, is controlled by or is under common control with Participant.

5. In the event of termination by either party, whether for cause or otherwise, Participant shall pay Vendor any fees due and owing through the termination date.

6. The termination provisions of this Section shall not be exclusive, but rather shall be in addition to any rights or remedies at law or in equity, or under this Agreement.

7. Upon any termination or expiration of this Agreement, Vendor and Vendor's Personnel shall immediately return to Participant all of Participant's property, including Participant's equipment, supplies, furniture, furnishings and patient records, which is in Vendor's or Vendor's Personnel' possession or under Vendor's or Vendor's Representative's control. In addition, upon any termination or expiration of this Agreement, Vendor shall, to the extent contemplated by the requirements of The DNV, also cooperate with the Participant in maintaining continuity of care.

8. The provisions of this Agreement which, by their nature, must survive termination in order to be effective (such as, but without limitation, obligations to pay money and obligations to submit reports) shall be deemed to remain in effect after termination of this Agreement.

VI COMPENSATION

1. In consideration of the Services to be provided to Participant under this Agreement, Participant agrees to pay Vendor fees as outlined in Attachment 1, payable as described therein. Except as otherwise provided herein and the provisions of the Purchasing Agreement, the prices shall be effective throughout the term of the Agreement however the prices shall increase annually upon the anniversary of the Agreement according to the CPI-U Hospital Services not to exceed 3.5% per year. Vendor agrees not to increase pricing for disposable products unless the Vendor receives an increase from the manufacturer, the pricing for the said disposable products shall increase by the manufactures' published increase.

2. Vendor shall submit, pursuant to Participant written requirements, detailed documentation which shows the dates, times, and types of Service provided. All hours of Vendor or Vendor's Personnel shall be verified by signature from an approved Participant representative. Invoicing will be done by the Vendor or Vendor's Personnel at least monthly and will be sent to the identified responsible party at Participant. Such invoices must be provided to Participant prior to receiving compensation stated herein.

3. Invoices are due and payable within thirty (30) days of receipt by Participant

VI INDEMNIFICATION AND INSURANCE

1. Vendor hereby indemnifies and holds Participant harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorneys' fees) caused, solely, by or as a result of the performance of Vendor or Vendor's Personnel of their duties hereunder. To the extent authorized by law, Participant hereby indemnifies and holds Vendor harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorneys' fees) caused solely, by or as a result of the performance of Participant or Participant's personnel of their duties hereunder. Participant's indemnification under this section is limited by and subject to the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable.

2. Each party shall maintain, at its own expense, worker's compensation with statutory limits, commercial, general and professional liability insurance or self-insurance for bodily injury, death and property loss and damage for claims, lawsuits or damages arising out of its performance under this Agreement or the negligent or otherwise wrongful acts or omissions by such party or any of its employees or agents. With the exception of workers compensation insurance, all such policies of insurance shall provide minimum limits of liability in the amount of one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) annual aggregate.

VII MISCELLANEOUS

1. **Entire Agreement.** Except for the terms of the Purchasing Agreement, this Agreement, with its Attachments, contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No other understanding regarding the same Service provided by this Agreement shall be binding on the parties unless set forth in writing, signed and attached to this Agreement.

2. **Notice.** Any notices to be given under this Agreement shall be deemed given when in writing and hand-delivered or deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested, to the other party at the address set forth below or as the party may designate in writing:

To Vendor:

Comprehensive Care Services
45211 Helm Street
Plymouth, Michigan 48170
Attention: Chet Czaplicka
Phone: 734-525-9712 ext.104

To Participant:

University Medical Center (UMC) of Southern Nevada
Attn: Legal Department
1800 W. Charlston Blvd.
Las Vegas, NV 89102
Phone 702-383-2000

3. **Amendment.** No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both parties.

4. **Assignment.** Vendor shall not assign this Agreement or any interest therein unless Participant agrees in writing to such assignment. Participant may unilaterally assign this Agreement to: (i) any successor entity which succeeds to all, or substantially all, of Participant's assets or which in any manner continues operation of Participant; or (ii) any organization which is related to Participant, directly or indirectly, by common ownership or control and which is organized for the purpose of operating one or more facilities. This Agreement shall be binding upon Participant and Vendor, as well as their respective successors and (to the extent permitted herein) assigns.

5. **Governing Law.** Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

6. **Partial Invalidity.** In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected. If such rights and obligations for either party are unreasonably affected, this Agreement may be terminated by the affected party upon the other party's receipt of notice of termination.

7. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of Participant and Vendor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Vendor's Representative or patient of Vendor or Participant.

8. **Confidentiality Requirements.** To the extent applicable to this Agreement, Vendor agrees to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards"), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Standards"), all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Vendor agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements including, as required, a separate Business Associate Agreement, attached hereto and incorporated herein by reference. Vendor agrees not to advertise, disclose or otherwise discuss or disclose this Agreement and its business relationship with Participant and/or its affiliates except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Any violation of this provision shall be considered a material breach of this Agreement that confers upon Participant the right to terminate the Agreement immediately without further obligation to Vendor, except as provided herein, and to seek any other legal recourse available to it.

9. **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely on the specific instance expressly stated.

10. **Public Records.** Vendor acknowledges that Participant is a public county-owned Participant 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 Participant receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Participant will immediately notify Vendor of such demand and Vendor shall immediately notify Participant of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Participant from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor documents in Participant's custody and control in which Vendor claims to be confidential and proprietary. For the avoidance of any doubt, Vendor hereby acknowledges that this Agreement will be publicly posted for approval by Participant's governing body.

11. **Personnel On-Site.** If Vendor comes on site to Participant's facilities, Vendor shall abide by the relevant compliance policies of Participants, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Vendor upon request, and Participant's Vaccine Policy, as may be amended from time to time, and must register through Participant's vendor management/credentialing system prior to arriving on-site at any of Participant's facilities.

Vendor's employees, agents, subcontractors and/or designees who do not abide by Participant's policies may be barred from physical access to Participant's premises.

12. **Survival**. All covenants, agreements, representations, and warranties, including but not limited to those provisions regarding indemnification, public records, warranty liability, and confidentiality, shall survive the termination of this Agreement.

13. **Exclusivity, No Solicitation.** In consideration of the promises made by Vendor under this Agreement, Vendor commitment to secure and obtain sufficient and trained technical staff and Vendor introduction of Participant to Vendor employee/contractor base, technical expertise, technical abilities, industry and training, procedures and manner of doing business, which Vendor utilizes and deems crucial for the successful operation of its business, the Participant agrees:

(i) during the term of this Agreement, Vendor shall be the exclusive provider of qualified individuals and services at the Facility.

(ii) for one year following termination of this Agreement for any reason by either party, neither party shall knowingly hire any Vendor staff without the prior written consent.

VENDOR: Comprehensive Care Services	**PARTICIPANT: University Medical Center (UMC) of Southern Nevada**
By: [signature]	By:
Title: President / CEO	Title: CEO
Date: 9-11-2025	Date:

Attachment 1

PROFESSIONAL SERVICES FEE SCHEDULE

Description

1. **Monthly Perfusion Professional Service [90081]**.....[redacted]
   Includes:
   - Open Heart Service for On bypass [90999], Off bypass [91098], TAVR Standby [92024], TAVR Converted to On-pump [90161], or Standby [90039]
     Procedures up to **450** cases per year
   - Each Included Procedure > **450** per year shall be billed at.....[redacted]
   - Auto-transfusion Professional Perfusion Services during Open Heart Procedures [91115]
   - Platelet Rich Plasma Professional Perfusion Service during Open Heart Procedure [91224]
   - Intra-aortic Balloon Pump Professional Perfusion Service when required [90974]
   - HIPEC Professional Perfusion Service during Open Heart Procedure [90148]
   - Moderately complex point of care lab professional Service for open heart surgery (meeting or exceeding CAP, CLIA, and DNV standards)
   - Provide data collection and quality assurance as deemed required for the Heart Program
   - Participation in committees recommended by Hospital
   - Perfusion Departmental Management
   - Provision for up to 4.3 FTE; based on **Exhibit A**
   - On Call Coverage 24/7 365 days per year
   - Continuous quality improvement program **Exhibit B**
   - Vendor and Participant agree to amend this agreement to reasonably reflect any FTE requirement changes based on utilization and requested coverage; Furthermore, Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.
   - ECMO/ECLS is not included in this monthly fee.

2. **Platelet Rich Plasma (PRP) [90962] Bone Marrow Aspirate Concentrate (BMAC) [91028] Professional Service (non open-heart)**.....[redacted]
   Includes one (1) each:
   - On Call Coverage 24/7 365 days per year
   - Professional Service Fee
   - Use of Capital Equipment including Warranty and PM
   - QA Program & Analytics

3. **Auto-Transfusion Professional Service Non-Open Heart (including standby) [91116]** .....[redacted]
   Includes one (1) each:
   - On Call Coverage 24/7 365 days per year
   - Professional Service Fee
   - Use of Capital Equipment including Warranty and PM
   - QA Program & Analytics

4. **ECLS Insertion Fee [91238]** .....[redacted]

5. **ECLS Hourly Monitoring Fee [91237]**.....[redacted]

6. **E.C.L.S Professional Monthly Retainer [90097]** ..... [redacted]
   Includes:
   - Establish an ECLS Program at University Medical Center of Southern Nevada. Participant is required to join Extracorporeal Life Support Organization (ELSO) and participate in the collection and reporting of DATA to the ELSO registry. Membership fee required.
   - Provision for 2.5 FTE for ECLS services, independent of the existing open-heart program. Services and availability 24 hours/day, 365 days/year. Includes ECLS Coordinator.
   - ECLS Coordinator Duties:
     - Work with ECLS Medical Director in the development, organization, and sustainment of ECLS program.
     - Work with multidisciplinary ECLS Team including but not limited to MDs, Critical Care Nurses, Perfusion, Respiratory Therapists, POCT Personnel, Lab Director, Quality Management Coordinator, Compliance Officers, Central Processing, Palliative Care, and Transport teams.
     - Assist in defining patient policies and procedures, indications and contraindications for initiation, termination and the clinical management of ECLS.
     - Development of Quality Assurance, Quality Improvement Policies and Procedures including chart reviews and scheduled ECLS meetings to review outcomes and complications.
     - Supervision and coordination of training for ECLS specialists, and all personnel involved with ECLS. Includes use of fidelity-based simulation.
     - Collection and reporting of DATA to ELSO.
     - Utilization of ELSO and/or Orrum reports in benchmarking outcomes and complications.
     - Coordination of application and attainment of ELSO Center of Excellence status.
     - Assist with supply chain management of inventory, disposables and hardware.
     - Annual review of ECLS program encompassing best practices and outcomes.
     - Continuing Education for credentialed ECLS Specialists per ELSO Guidelines:
     - Wet-laboratory and hands-on training
     - Fidelity-based simulation training
     - Quarterly competency skills checklist
     - Annual written examination
     - *Per ELSO Training and Continuing Education Guidelines, frequency of continuing education should be based on the size of the team, and the annual volume of ECMO patients treated.
     - Service Coverage for (2) simultaneous patients. Should the Participant purchase additional hardware or wish to provide services for additional patients concurrently; Vendor & Participant agree to amend this agreement to reasonably reflect additional FTEs based on the proposed scope of additional hardware utilization.
     - Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.
     - Includes up to 2,000 Monitoring Hours (including preceptor hours). All monitoring Hours > 2,000 or whenever > 2 concurrent patient monitoring in absence of an amended agreement covering concurrent monitoring shall be billed:
       - ECLS Monitoring [91237]..... [redacted]/hour/specialist

7. **Monthly ECLS Consultation Service Fee [92121]** ..... [redacted]

   Adult and Pediatric ECLS Programs

   - Minimum 12-month commitment
     - Annual Report of Key Performance Indicators and Value Provided

- Includes
  - Monthly ECLS Meeting attendance
  - Review of all ECLS cases on a monthly or ad hoc basis
  - Quarterly Financial Analysis Report and Recommendations
  - Quarterly Billing Audit to ensure appropriate documentation and capture of ECLS DRGs
  - Quarterly Data Analysis and reporting using Orrum Clinical Analytics
- Includes up to **30 hours** of virtual consultation each month. Consultation may include:
  - Patient Selection Consultation
    - Participation in twice daily virtual ECLS rounds with physicians to help guide patient care
    - Ongoing program evaluation
  - Other consultation provided on as needed basis
  - Includes provision for dedicated Physician to be readily available for ECLS clinical consultation
    - 24/7 On Call Access Per Guidelines listed below
    - Physician resource response time within 30 minutes of notification

    Hourly Physician virtual consultation fee > 30 hours
    - Hourly Physician Consultation fee >30 hrs. 7AM – 7PM [92122] ..... [redacted]
    - Hourly Physician Consultation fee >30 hrs. 7PM- 7AM [92123] ..... [redacted]
      - One (1) hour minimum
  - On Site clinical support may be provided upon request at a rate of [redacted]
  - Hospital agrees to pay associated travel expenses (lodging, airfare, car rental) for up to 2 physicians to provide 24/7 on site coverage.
- Enrollment in Orrum Patient Safety Organization (PSO)

8. ECLS Air Transport Fee [91189] ..... [redacted]per Transport

Includes:

- Up to twelve **(12) hours**. All transport monitoring Hours > twelve (12) shall be invoiced: **[91023]**
- Fee is applicable for Air transport to and from Hospital and partnering facilities; including any grounded time. Fee begins upon activation of ECLS Transport.
- Vendor agrees to provide appropriate Flight Training: Including but not limited to Group Orientation, Aircraft and Safety Orientation, Day Flight and Medical Orientation, Night Flight, and Medical Orientation.
- Vendor agrees to provide aircraft-specific orientation prior to *all* patient transports.
- Vendor will ensure all ECLS equipment is maintained according to manufacturer recommendations and instructions for use (IFU) and agrees to provide documentation to validate said maintenance upon request.
- Vendor will provide all necessary disposable supplies for ECLS transport. Vendor will ensure disposables are stored appropriately and sterility and package integrity is maintained. Vendor is responsible for checking disposable expiration dates and maintaining adequate supplies for ECLS transports including a transport bag for staff.
- Vendor will select ECLS Transport Team members.
- Vendor agree to provide ECLS training to Participate.
- Participant agrees to reimburse all reasonable travel (airfare, car rental, mileage) and lodging to the extent consistent with Participant's travel policies, if required. Vendor shall be responsible for handling all logistics related to travel.

9. **ECLS Hourly Transport Fee [91023]** ..... [redacted]**/person**

- Fee is applicable for Ground transport to and from Hospital and partnering facilities; including any grounded time. Fee begins upon activation of ECLS Transport Team and terminates upon ECLS Transport Team return to hospital.
- Vendor will select ECLS Transport Team members.

10. **Supplemental Coverage Surcharge [92265]**..... [redacted]**/Specialist**

Includes:

- Supplemental staffing for ECLS coverage exceeding allocated FTE requirements **[90097]**
- All reasonable travel (airfare, car rental, mileage) and lodging to the extent consistent Company's travel policies.
- Company shall be responsible for handling all logistics related to travel.

11. **Disaster Coverage (In House Per Hour/ per person) [91063]**..... [redacted]

12. **Monthly Equipment Rental [91019]** ..... [redacted]

Includes Equipment Listed on Exhibit C

***Miscellaneous Disposable Supplies**

- Consigned products as needed; provided, however, the Participate shall order replacement items necessary to maintain a constant level of inventory
- Product list may be revised from time to time by the parties as needed.

EXHIBIT A

FTE Matrix – referenced in Monthly Perfusion Professional Service

Labor requirements at participant facility are calculated via the full time equivalent ("FTE") formula in table. below.

	Procedures (A)	# Procedures (B)	Avg. Hrs.(C)	Personnel Required (D)	Labor Hours (E)	FTE (F)
a.	OHS	350	7.0	3.0	7,350	3.9
b.	OPCAB,TAVR, Standby	100	6.0	1.0	600	0.3
c.	Call Weeknights	260	8.0	1.0	2,080	0.2
d.	Call Weekends	52	48.0	1.0	2,496	0.3
e.	Account Management	52	20.0	1.0	1,040	0.6
f.	**Total**					5.3

Open Heart Surgery ("OHS")

1. (B.a.) Enter the number of open-heart procedures performed annually.
2. (C.a.) Enter the average total procedure time (includes set-up to release) .
3. (D.a.)**Enter the number of perfusionist required per procedure per operating room ("OR").

   - Enter 1 for a primary perfusionist with no backup per OR.
   - Enter 1.5 for a primary perfusionist with backup on- site per OR.
   - Enter 2.0 for a primary perfusionist and secondary perfusionist per procedure (typically Pediatric, Robotic/MIS or any complex procedure requiring two (2) dedicated perfusionist) per OR.

   *(OHS) Procedures types can be broken out by row (Aa., Ab., etc.); follow steps one through three (1 -3) for each row.
   **CCS adheres to AmSECT Standards and Guidelines for Perfusion Practice 2013, Standard 2.4. (n+1, where n=# of operating rooms or number of simultaneous procedures).

4. (C.c.) Account management; please enter average hrs. per/week allocated for all departmental operations (i.e., quality meetings, Point of Care Testing ("POCT") quality control, etc.).

5. Call Requirements: this calculation represents on-call requirements for twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Equivalent to two hundred sixty (260) weeknights and fifty-two (52) weekends.
   - (D.d.) Enter the number of perfusionist on call per weeknight (i.e., first call, second call, trauma, transplant, pedi, etc.).
   - (D.e.) Enter the number of perfusionist on call per weeknight (i.e. first call, second call, trauma, transplant, pedi, etc.).

ATS/ PRP/ BMAC

6. (B.g..) Enter the number of ATS procedures performed annually outside of OHS.

7. (B.h..) Enter the number of PRP procedures performed annually outside of OHS.
8. (B.i..) Enter the number of BMAC procedures performed annually outside of OHS.

9. (C.g.-i.) Enter the average total procedure time (includes set-up to release).

Cost per FTE shall be determined based on, but not limited to perfusionist experience necessary/requested based on Participant facility services required/acuity as mutual agreed and acceptable by Participant; and fair market geographic cost of perfusionist labor.

EXHIBIT B

Continuous Quality Assessment and Performance Improvement Activities:

In order to provide the highest quality of patient care services and comply with the DNV requirement to measure and assess quality of outsourced patient care services, Participant and Vendor shall cooperate with each other's quality assessment and performance improvement activities, including ongoing evaluation of the quality and appropriateness of Vendor and Participant Services. The following specific measures will be established and monitored during the remaining term of this agreement.

- Avoidance of Hypotension (i.e., minimum median MAP)
- Avoidance of Hypoperfusion (i.e., Sustained minimum Cardiac Index, SVO_2, DO_2i target)
- Glycemic Control (i.e., Peak Glucose)

Vendor shall report specific measures to Participant thirty (30) days after the end of each quarter As appropriatethe measures above may be revised or added to in order tosupport the highest quality of patient care services and to comply with DNV requirementsand will be mutually agreed upon by both Vendor and Participant.

Talis ACG-Perfusion: Perfusion Information Management System (PIMS) Subscription:

For Three (3) Heart Lung Machine ..... Included

Talis ACG-Perfusion Subscription

Includes (Per Operating Room):

- Talis 19" Touchscreen Workstation with Mounting brackets to attach to HLM
- MDiQ Hardware devices (1 for HLM and 1 for Anesthesia Deck); Includes all cables & connections
- Hospital HIT Integration: ADT, Surgery Schedule, additional interfaces as allowable
- Private, Secure Cloud Hosting
- 24/7 System Health: 24/7 Live User Support / Help Desk
- SLA Uptime Management
- On-going Maintenance

Implementation Services provided

- Project management and configuration advice
- Clinical workflow assessment & requirements analysis
- Guided configuration of test & production environments
- Technical consulting as needed for issues involving VM configuration, interface build, cloud architecture, or other technical requirements
- Installation & testing of workstations & MDIs
- Onsite, multi-modal end-user training
- Go-live support

Hardware provided

- All-in-one touchscreen workstation for intraoperative documentation
- Medical device integration appliance (MDI)

- All required adapters & cabling to connect medical devices to MDI
- Hardware required for wall-mounted, desk-mounted, or pump-mounted workstations
- Hardware required for MDI mounting in procedural areas and/or monitored beds
- Hot-swap workstation(s) and MDI(s) as appropriate

System Health Support

- 24/7 first-line support
- Proactive system monitoring using Talis remote system health technology
- Ongoing maintenance & support for system growth

**Additional Analytics Services can be provided and are not part of this agreement.*

Talis ACG-ICU Subscription:

For One Hundred Twenty-Seven (127) ICUs Monthly Subscription [99957] ..... [redacted]/ICU Bed/Month

Talis ACG-ICU Subscription

Includes (Per ICU Room):

- MDiQ Hardware device; Includes all cables & connections
- Hospital HIT Integration: ADT, Surgery Schedule, additional interfaces as allowable
- Private, Secure Cloud Hosting
- 24/7 System Health: 24/7 Live User Support / Help Desk
- SLA Uptime Management
- On-going Maintenance

Implementation Services provided

- Project management and configuration advice
- Clinical workflow assessment & requirements analysis
- Guided configuration of test & production environments
- Technical consulting as needed for issues involving VM configuration, interface build, cloud architecture, or other technical requirements
- Installation & testing of workstations & MDIs
- Onsite, multi-modal end-user training
- Go-live support

Hardware provided

- Medical device integration appliance (MDI)
- All required adapters & cabling to connect medical devices to MDI
- Hardware required for MDI mounting in procedural areas and/or monitored beds
- Hot-swap workstation(s) and MDI(s) as appropriate

System Health Support

- 24/7 first-line support
- Proactive system monitoring using Talis remote System Health™ technology
- Ongoing maintenance & support for system growth

MDI Hubs

- 120 Talis MDI Hubs that will be placed on ventilators and used to capture medical device data. (Vyaire Medical AVEA and Hamiton Ventilators)*
  *Hospital to provide the necessary electrical power strips for all 120 Vents

**Additional Analytics Services can be provided and are not part of this agreement*

EXHIBIT C

DISPOSABLE SUPPLIES

Item No.	Item Description	Price (each)
026020000	Double Rapid Prime Line	[redacted]
029395000	Asy Vac Relief Check Valve 20	[redacted]
04273	PAS XTRA AAL 1/4 63 Shore (softer PVC)	[redacted]
050300700	Revolution Centrifugal Blood Pump Coated	[redacted]
0684-00-0568-01	Sensation Plus 40CC IAB/Access	[redacted]
0684-00-0576-01	Sensation Plus 50cc IAB/Access	[redacted]
0884-00-0019-22	IABP Insertion Kit Maquet 7.5 Fr	[redacted]
0884-00-0019-23	IABP Insertion Kit Maquet 8 Fr	[redacted]
10001	Adapter Straight	[redacted]
10004	Adapter 10004 Y Type Perfusion 20PK 10L	[redacted]
10005	Adapter Y Type 7.5in	[redacted]
10009	Aortic Root Cannula	[redacted]
10012	Cannula Aortic Root 12ga	[redacted]
10052	Suction 10052 Tube 10FR X 6 20PK 10L	[redacted]
10053	Suction Tube 10FR x 3	[redacted]
10061	Macro Suction Tube	[redacted]
12002	Vent Catheter Left Heart 20fr	[redacted]
12016	Vent Catheter 16Ga	[redacted]
12112	Intracardiac Sump 20fr Weighted	[redacted]
12113	Cannula Drainage Left Ventricle 13FR X 151	[redacted]
13001	Adapter 13001 Ante Retro 10PK 10L	[redacted]
14000	Adapter 14000 Multiple Perf Set 10PK 10L	[redacted]
1BBT030CB71	Trueflex 300ml Transfer Bag	[redacted]
1BBT060CB71	600cc Blood Bag	[redacted]
1BBT100BB71	1000cc Blood Bag	[redacted]
1CXFX15E	FX Oxy w/o Res	[redacted]
1CXFX25E	FX Oxy w/o Res-25	[redacted]
200-100	RAP Femoral Venous Cannula 22Fr	[redacted]
20012	Cannula 20012 AR Vent Flow 12GA 20PK 10L	[redacted]
200-120	Vascular Dilator Kit	[redacted]
20014	Cannula 20014 AR Vent Line 14GA 20PK 17L	[redacted]
200-150	RAP Femoral Venous Cannula 23/25	[redacted]
201005-000	Gish Needle	[redacted]
22150	Blower/Mister Kit 22150 Clearview 5P 15L	[redacted]
23-27-41	Mounting Pads Low Level	[redacted]
30010	Cannula Cor 10Fr	[redacted]
30012	Coronary Cannula 12Fr	[redacted]
30014	Coronary Cannula 14fr	[redacted]

30315	Cor Ostia Perf 15fr	[redacted]
30317	Cor Ostia Perf 17Fr	[redacted]
30320	Cannula Coronary Sil Body 20FR	[redacted]
31001	Cannula 31001 IMA 1mm 1.8	[redacted]
3CXFX25REC	FX Oxy w/ R & Art Filter Advance	[redacted]
4949	MC3 Soft Flow Extended Arterial Cannula 21Fr/7mm Vented	[redacted]
60053	Tubing 3/8 x 3/32 8ft	[redacted]
62556	Cardioplegia 4:1**NO LONGER AVAILABLE TO ORDER**	[redacted]
66124	Single Stage Ven Straight 24fr	[redacted]
66128	Cannula 66128 SS Venous 28FR 10PK 17L	[redacted]
66130	Cannula 66130 SS Venous 30FR 10PK 17L	[redacted]
66132	Cannula 66132 SS Venous 32FR 10PK 17L	[redacted]
66134	Cannula 66134 SS Venous 34FR 10PK 17L	[redacted]
67520	Ven Rt PVC Cannula 20fr	[redacted]
68124	Cannula SS Venous Mall 24fr 17L	[redacted]
68128	28 Fr Malleable SS VE	[redacted]
68132	32 Malleable SS VE	[redacted]
68134	34fr Malleable SS VE	[redacted]
69324	Single Stage Venous Right	[redacted]
69328	28Fr RA Venous Cannula	[redacted]
70346	Tubing 1/4 ID x 1/16 Wall-10ft XCoated	[redacted]
77520	Elongated Cannula 20 fr	[redacted]
77522	Elongated Cannula 22fr	[redacted]
77524	Elongated Cannula 24fr	[redacted]
77791	X-Coated UMC Adult FX25R Pack	[redacted]
77791-01	X-Coated UMC Adult Pack revision (no oxy)	[redacted]
80320	Cannula Art Metal Tip 20FR	[redacted]
9108474	ATR 120 Collection Reservoir	[redacted]
9108484	ATS Suction Line	[redacted]
9108504	ATF 120 Fast Start Kit	[redacted]
91240	Mc2 Ven 32/40fr X 1/2	[redacted]
91263C	Cannula 91263C MC2 Ven Oval 32/40FR Con	[redacted]
91265C	2 Stage Venous Cannula 36 - 46Fr	[redacted]
94113T	Cannula 94113T Gundry RCSP SIL MAN 13fr	[redacted]
94115T	RCSP Cann 15Fr	[redacted]
94215T	Cannula Cardiopleg 15fr RCSP/Man. Inflate	[redacted]
94975	Cannula RCSP SIL MAN 15FR	[redacted]
96530-115	15fr BioMedicus Cannula	[redacted]
96530-117	17fr BioMedicus Cannula	[redacted]
96530-119	19 fr BioMedicus Cannula	[redacted]
96530-121	21 fr BioMedicus Cannula	[redacted]
96530-123	23 fr BioMedicus Cannula	[redacted]
96530-125	25 fr BioMedicus Cannula	[redacted]
96550	Fem Insertion Kit	[redacted]

96551	BioMedicus Insertion Kit Venous	[redacted]
96570-019	Art. Cann/Introducer Set 19fr obsolete**	[redacted]
96570-117	17fr BioMedicus Arterial/Jugular Cannula	[redacted]
96570-121	21fr BioMedicus Arterial/Jugular Cannula	[redacted]
96570-123	23fr BioMedicus Arterial/Jugular Cannula	[redacted]
96570-125	25fr BioMedicus Arterial/Jugular Cannula	[redacted]
96600-119	Bio-Medicus Cannula 19fr	[redacted]
96600-121	Bio-Medicus Cannula 21fr	[redacted]
96600-123	Bio-Medicus Cannula 23fr	[redacted]
96600-125	Bio-Medicus Cannula 25fr	[redacted]
96880-025	Fem-Ven Cannula 25 fr	[redacted]
9747-001	SenSmart Advanced Sensor Large; Long Cable Model 8004CA	[redacted]
ANT-2012S	Antegrade Cannula w/vent 12ga Sterile	[redacted]
AR-11112	Aortic Root Cannula w/ Vent Line 12G	[redacted]
BEQ-HMOD3000	Quadrox-iD Pediatric Oxygenator (701070397)	[redacted]
BEQ-HMOD70000	Quadrox-iD Oxygenator (701067859)	[redacted]
CDI506	Gas Bottle A CDI 500	[redacted]
CDI507	Gas Bottle B CDI 500	[redacted]
CDI510H	CDI 500 Sensor; Arterial Shunt Sarns/Terumo	[redacted]
EZC21A	EZ Glide Aortic Cannula	[redacted]
EZC24A	EZ Glide Aortic Cannula	[redacted]
EZF21A	EZ Glide Aortic Cannula 21fr	[redacted]
EZF21TA	EZ Glide Aortic Cannula	[redacted]
EZF24TA	EZ Glide Aortic Cannula	[redacted]
HPH1000	HPH1000 Hemoconcentrator	[redacted]
HPH1000TS	Hemocor Set 1000	[redacted]
JACT+	Hemochron JR. ACT+ Cuvette	[redacted]
PIKV	Percutaneous Insertion Kit -Ven**DISCONTINUED***	[redacted]
RC014	Retroplegia Cannula	[redacted]
RC2014	Retroplegia/Cardioplegia 14 fr>12.5 in	[redacted]
RTS13129	29 X 37 X 37 Fr Triple Stage Cannula	[redacted]
SU-29602	Pericardial Sump WS 1/4	[redacted]
TF024O90	Venous Return Cannula Open tip	[redacted]
TF028O90	Venous Return Cannula 28fr Open Tip	[redacted]
TF292901	Two Stage Venous Return 29FR.	[redacted]
TF292902	Triple Stage Venous Return 29fr	[redacted]
TF293702	Dual Stage Venous Return 29fr/37fr	[redacted]
VT53218	Vent Catheter w/Perforated Tip	[redacted]
VT-84413	13 fr. Pediatric Vent	[redacted]
VT-89413	13fr Vent	[redacted]
VT-89418	Left Ventricular Vent	[redacted]
VT-89420	Vent	[redacted]
HPH700	Hemocor	[redacted]

91246	Venous 34/46 Cannula	[redacted]
30319	Cor Ostia Perf 19Fr **obsolete**	[redacted]
30321	Cor Ostia Perf 21Fr **obsolete**	[redacted]
77791-02	X-Coated UMC Adult Perfusion Pack revision (no oxy)	[redacted]
M03959B	Hemoconcentrator 0.9 Membrane Area (DP09HC)	[redacted]
M03960B	Hemoconcentrator 1.2 Membrane Area	[redacted]
M03958B	Hemoconcentrator 0.7 Membrane Area	[redacted]

DROP SHIP

DISPOSABLE SUPPLIES

Item No.	Item Description	UOM	Quantity	Price (each)	Price/UOM
000DCGACT-1	GH100 Direct Check ACT+L1	BOX	15	$17.00	[redacted]
000DCGACT-2	GH100 Direct Check ACT+L2	BOX	15	$17.00	[redacted]
000GACT+	GEM Hemochron GACT+	BOX	45	$9.00	[redacted]
050503000	ASY Str Conn 3/16 Sterile 24	BOX	24	$3.00	[redacted]
050504000	1/4 x 1/4 Straight Connector	BOX	24	$3.50	[redacted]
050506000	Asy RDC 3/8 x 3/8 Straight Sterile	BOX	24	$2.50	[redacted]
050508000	ASY STR Conn 1/2 x 1/2	BOX	24	$3.00	[redacted]
050514000	Asy Connector Reducer 1/4 X 3/16	BOX	24	$3.00	[redacted]
050516000	ASY Conn Reducer 3/8 X 1/4	BOX	24	$2.50	[redacted]
050518000	1/2 x 3/8 Straight	BOX	24	$3.00	[redacted]
050523000	3/16" x 3/16" x 3/16" Connector	BOX	24	$3.00	[redacted]
050524000	Y Connector 1/4x1/4x1/4	BOX	24	$4.50	[redacted]
050526000	Asy RDC Y 3/8 x 3/8 x 3/8 Sterile Y	BOX	24	$2.50	[redacted]
050528000	Asy RDC Y 1/2 x 1/2 x 1/2 Sterile	BOX	24	$3.00	[redacted]
050529000	1/2 x 3/8 x 3/8 Y Reducer	BOX	24	$2.50	[redacted]
050604000	ASY 1/4 Conn w/LL	BOX	24	$4.00	[redacted]
050606000	ASY 3/8 Conn w/LL	BOX	24	$4.00	[redacted]
050900100 set	Aerosol Collection Set	BOX	12	$27.00	[redacted]
0684-00-0254-15	Guide Wire	BOX	5	$289.00	[redacted]
102953	Centrimag Blood Pump	BOX	1	$13,750.00	[redacted]
201-90052	Pedi-Mag Blood Pump	BOX	1	$13,500.00	[redacted]
23-41-51	Level Sensor	BOX	100	$8.50	[redacted]
48145	Nautilus Base with Balance Biosurface	BOX	1	$2,380.00	[redacted]
48160	Oxy Holder	BOX	1	$510.00	[redacted]
66124	Single Stage Ven Straight 24fr	BOX	10	$38.00	[redacted]
75-510-218	Water Tubing 25m	BOX	1	$550.00	[redacted]
96530-017	Fem Perc Art Kit 17Fr **obsolete**	BOX	1	$325.00	[redacted]
96530-019	Fem Perc Art Kit 19Fr **obsolete**	BOX	1	$325.00	[redacted]
96530-021	Fem Perc Art Kit 21Fr **obsolete**	BOX	1	$325.00	[redacted]
9747-001	SenSmart Advanced Sensor Large; Long Cable Model 8004CA	BOX	20	$101.00	[redacted]
AQ31F1SA	Pall AquaSafe Water Filter	BOX	12	$115.00	[redacted]
BB11B31R4	Custom Pack Tampa Bay	BOX	1	$340.00	[redacted]
CDI506	Gas Bottle A CDI 500	BOX	1	$78.00	[redacted]
CDI507	Gas Bottle B CDI 500	BOX	1	$78.00	[redacted]
CMAEK00	CentriMag Pre-Connected Pack	BOX	4	$16,500.00	[redacted]
DCJACT-A	Direct Check Abnormal ACT+	BOX	15	$14.00	[redacted]
DCJACT-N	Direct Check Normal ACT+	BOX	15	$14.00	[redacted]

H2O2 Strips	Hydrogen Peroxide Strips EM1.10337.0001	BOX	100	$2.00	[redacted]
HY7S09R10	Custom Neonatal 1/4" LVAD Pack R10	BOX	1	$730.00	[redacted]
RC014	Retroplegia Cannula	BOX	10	$88.00	[redacted]
RCQT	Leukocyte Filter	BOX	20	$36.50	[redacted]
RS1	Leukoguard Reduction Filter	BOX	20	$50.00	[redacted]
SB1E	Lipiguard Autotransfusion Filter	BOX	40	$23.00	[redacted]
SQ40S	40um Micro-Aggregate Blood Filter	BOX	40	$15.00	[redacted]
US2257	Oxygenator Holder	BOX	1	$960.00	[redacted]
US5062	AMG PMP Adult Oxygenator	BOX	4	$1,425.00	[redacted]
US5087	Standalone PMP Pediatric Oxygenator	BOX	4	$2,600.00	[redacted]
US5088	PMP Neonatal Oxygenator	BOX	4	$2,600.00	[redacted]
VT53218	Vent Catheter w/Perforated Tip	BOX	10	$32.00	[redacted]
78044	Vegas Pack	BOX	1	$775.00	[redacted]
91246	Venous 34/46 Cannula	BOX	10	$55.00	[redacted]

EXHIBIT D

CAPITAL EQUIPMENT SCHEDULE
TO BE PROVIDED BY COMPANY

QUANTITY	DESCRIPTION
3	Heart Lung Machines
5	Autotransfusion Machines

*All maintenance, including PMs on equipment listed above shall be covered by Vendor. All equipment shall be maintained according to manufacturers' recommendations and replaced before the manufacturer's stated end of life date.

Participant shall have the sole responsibility for cleaning and disinfecting the heater coolers in compliance with all applicable disinfection protocols and standards.

Business Associate Agreement

This Agreement is made effective the 1st day of September, 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 **Comprehensive Care Services** 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, 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 Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Name: Chet Czaplicka
Title: CEO	Title: President/CEO
Date:_____	Date: 9-17-2025

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:	Comprehensive Care Services		
(Include d.b.a., if applicable)			
Street Address:	45211 Helm St	**Website:**	www.ccsperfusion.com
City, State and Zip Code:	Plymouth, MI 48170	**POC Name:**	Ryan Pagnanelli
		Email:	Rpagnanelli@ccsperfusion.com
Telephone No:	(734) 525-9712	**Fax No:**	(734) 525-9582
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

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

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

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

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

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

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

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.

X [signature] Signature	X Chester Czuplicka Print Name
X President/CEO Title	X 9-17-2025 Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

July 24th, 2023

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Perfusion Services - Outsourced.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Perfusion Services - Outsourced. 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 Perfusion Services – Outsourced categories. HealthTrust issued RFPs and received proposals from identified suppliers in the Comprehensive Care Services and Specialtycare Cardiovascular in April of 2023. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

Business Associate Agreement

This Agreement is made effective the 1st day of September, 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 **Comprehensive Care Services** 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, 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 Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Name: Chet Czaplicka
Title: CEO	Title: President/CEO
Date:_____	Date: 9-17-2025

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:	Comprehensive Care Services		
(Include d.b.a., if applicable)			
Street Address:	45211 Helm St	**Website:**	www.ccsperfusion.com
City, State and Zip Code:	Plymouth, MI 48170	**POC Name:**	Ryan Pagnanelli
		Email:	Rpagnanelli@ccsperfusion.com
Telephone No:	(734) 525-9712	**Fax No:**	(734) 525-9582
Nevada Local Street Address: (If different from above)		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:**	
		Email:	

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

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

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

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

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

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

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

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

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

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.

X [signature]	X Chester Czupliczka
Signature	Print Name
X President/CEO	X 9-17-2025
Title	Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreement (Teleradiology Clinical Services) with Real Radiology, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Teleradiology Clinical Services with Real Radiology, LLC; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 30007142
Funded Pgm/Grant: N/A
Description: Teleradiology Clinical Coverage
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 9/1/2026 to 8/31/2027 with two 1-year auto-renewal options
Amount: Not to exceed $4,000,000 annually; $12,000,000 aggregate
Out Clause: 90 days prior to the anniversary of the Commencement Date to prevent autorenewal; 180 days without cause after the first year

BACKGROUND:

This request seeks approval for the Professional Services Agreement for Teleradiology Clinical Services with Real Radiology, LLC (the Provider). The Provider will provide UMC with board-eligible Radiology, Neuroradiology, Pediatric Radiology or Interventional Radiology physicians to perform all requested read interpretations, which encompass various modalities of diagnostic imaging, including but not limited to fluoroscopy, ultrasound, CT, nuclear medicine, and MRI, during the hours specified by UMC.

UMC will compensate the Provider according to the fees outlined for standard study types, with a total expenditure not exceeding $4,000,000 per annum. The term of the Agreement will commence on September 1, 2026, and conclude on August 31, 2027. Additionally, the Agreement includes two automatic one-year renewal periods following the initial term unless it is terminated by written notice 90 days prior to the anniversary of the term.

UMC's Executive Director for Support Services has reviewed and recommends approval of this 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 September 17, 2025, meeting and recommended for approval by the Governing Board.

Cleared for Agenda
September 24, 2025

Agenda Item #
13

PROFESSIONAL SERVICES AGREEMENT
(Teleradiology Clinical Services)

This Agreement, is made and entered into as of the date last signed by a party 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 **Real Radiology, LLC**, a Delaware limited liability company (hereinafter referred to as "Provider"). Hospital and Provider together shall be referred to individually herein as "party" and collectively as "parties."

WHEREAS, Hospital is the operator of a Radiology Department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as radiologists;

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

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

I. DEFINITIONS

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

1.1 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Radiology.

1.2 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.3 Member Physicians. Provider's employed or contracted physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A-1** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.4 Services. Services shall have the meaning provided in Section 2.2.

II. PROVIDER'S OBLIGATIONS

2.1 Time. Provider shall provide the Services (as defined in Section 2.2) during the days and hours of coverage as specified on **Exhibit A** (the "Hours of Coverage").

(a) Turnaround Time. Turnaround Time (TAT) as specified in **Exhibit A** shall be defined as and understood to mean for purposes of this agreement as follows: "the time Provider receives all images and pertinent priors, and the order is appropriately confirmed, to the time the report is available to be viewed by the Hospital. Provider

agrees to reasonable efforts to achieve TAT's as specified on **Exhibit A**.

2.2 Services. Provider shall provide (through one or more Member Physicians, each a "Reader"), during the Hours of Coverage, the following services ("Services") to Hospital for images or studies of the type and within the scope specified on **Exhibit A** (the "Scope") that are received by Provider at the reading site designated by Provider (the "Reading Site") from each service site of Hospital as mutually designated by Hospital and Provider ("Service Site"):

(a) Review of the images or studies received by Provider at the Reading Site designated by Provider from a Service Site of Hospital;

(b) Prepare a report in the form designated by Provider (the "Report"), interpreting Hospital's sent data and images, providing diagnoses based thereon, recommendations for further diagnostic procedures, and such other services reasonably related thereto as are customarily rendered by diagnostic radiologists and considered part of the professional component of radiology services;

(c) Transmit the Report by means mutually agreed to by Provider and Hospital in writing to the Service Site of Hospital; and

(d) Have a Reader available for a telephone consultation with a physician at the Service Site of Hospital during the Hours of Coverage. To the extent applicable, Provider shall call results per the Hospital Critical Results policy.

(e) To maintain a quality assurance program, following the Radpeer model including a 2% peer review of all studies; to make results accessible, to maintain consistency, and to strive to hold reporting discrepancies to a minimum.

(f) Provider will have no authority, directly or indirectly, to perform and will not perform any medical or other services requiring any other professional, facility, clinical or agency licensure.

(g) If any Diagnostic Imaging Exam, including but not limited to the images, is not clear and Member Physicians cannot provide a proper interpretation as determined in his or her professional opinion, Provider shall immediately contact a Hospital-designated person at Hospital's facility indicating the issue with the Imaging Exam. Thereafter, Hospital shall use reasonable efforts to remediate the cause for the contact under this subsection (g).

(h) Member Physicians shall provide professional services in the best interest of Hospital's patients with all due diligence;

(i) Provider shall furnish Member Physicians for the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate radiology coverage as provided herein. Provider shall furnish Member Physicians to render services and consult with Medical Staff and Hospital upon request;

(j) Provider shall furnish Member Physicians to provide the Services throughout the Term of this Agreement to treat patients in Hospital's Department. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, Trauma Department patients, and ambulatory patients;

(k) Provider shall furnish Member Physicians to provide Services supporting the requirements of Hospital's significant inpatient and outpatient population;

(l) [Intentionally omitted];

(m) Member Physicians shall ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of Hospital's accreditation body and the Medical Staff Bylaws and related manuals, and any requirements of local, state and national regulatory agencies and accrediting bodies;

(n) Member Physicians shall provide consultative interpretations and documentation in accordance with the standards and recommendations of Hospital's accreditation body, the American College of Radiology (ACR), the Bylaws, Rules and Regulations of the Medical Staff, and any policies and procedures of the applicable third party payors, as may then be in effect.

2.3 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to, those representations set forth in Section 2.4 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the physician as a Member Physician.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, or others under its direction and control, in the performance of Services under this Agreement.

2.4 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

1. has never been excluded and is not currently suspended from participation in, or sanctioned by, a federal or state health care program;
2. has never been convicted of a felony or misdemeanor related to the provision of medical services, involving fraud, dishonesty, moral turpitude, or controlled substances;
3. at all times will comply with all applicable laws and regulations in the performance of the Services hereunder;
4. is not restricted under any third party agreement from performing the obligations under this Agreement;
5. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
6. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference to the extent applicable.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:

1. is Board eligible in Radiology, Neuroradiology, MSK, Pediatric Radiology or Interventional Radiology, as applicable;
2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, if necessary to provide the Services;
4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services hereunder;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and
10. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference to the extent applicable.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within five (5) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and fails to promptly remove any Member Physician that fails to meet any of the requirements in this Agreement.

2.6 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider or its Member Physicians shall perform its work and functions.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense of not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) annual aggregate, covering Provider, its agents, employees, and the Readers. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as requested.

2.8 Provider's Personal Expenses. Provider shall be responsible for all its personal expenses, including but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider and Member Physicians hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider and the applicable Member Physician shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider or Member Physicians, as applicable, shall complete all patient charts in a timely manner in accordance with the standards and recommendations of the Hospital's accreditation body and Regulations of the Medical Staff, as may then be in effect and made known to Provider and the Member Physicians.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Contracted/Non-Employee Requirements Policy. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC's Contracted/Non-Employee Requirements Policy, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support and Equipment.

a. Technical Support. Hospital's Information Technology (IT) Department will provide, or will make a third party available to provide, technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm Pacific Standard Time, those hours of coverage provided in Section B.2 of Exhibit A, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.

b. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).

c. Equipment. Hospital shall provide or arrange for the following items, at no cost to Provider or any Member Physician:
   (i) computer hardware and software that is compatible with Provider's hardware and software, to be used at each of the Service Sites;
   (ii) network and security systems that are compatible with Provider's network and security systems, to be used at each of the Service Sites;
   (iii) T-1 Internet Access (or other high-bandwidth internet connectivity) from each of the Service Sites of Hospital and facsimile, telephone, and other communications equipment to be used at each of the Service Sites; and
   (iv) any supplies, services, maintenance, repairs, and upgrades reasonably required at the Service Sites in connection with the foregoing.

d. Function and Compatibility of Equipment and Software. Hospital shall cause all of the equipment and software and supplies referenced in Section 3.1 to be fully functional and fully compatible with Provider's equipment, software, and supplies at all times from the Commencement Date throughout the term of this Agreement, subject to reasonable periods of short duration, not to exceed one business day, during which maintenance, repair, upgrade or replacement may be required.

e. Personnel. Hospital shall employ or cause to be employed at each of the Service Sites of Hospital, physicians and/or certified radiological technologists, who are trained in using the computer hardware and software at the Service Sites of Hospital to properly transmit images to the Reading Sites of Provider.

3.2 Maintenance of Digital Images, Films, and Patient Records. Hospital shall maintain all radiographic digital images, films, and related patient records pertaining to images and studies interpreted by the Readers of Provider in accordance with applicable federal and state laws and shall discharge any obligation that Provider and/or the Readers may have under such laws with respect to such films, images and records, including but not limited to the preservation of confidentiality at the Service Sites at Hospital. Upon request by Provider or the Readers (whether during or after the term of this Agreement), for reasonable business purposes, including patient treatment or in connection with a professional liability claim, the Hospital shall provide access to and copies of such films and records by the requesting party or its authorized agent, to the extent allowed by applicable law. Hospital shall make available to Provider all records of Hospital which are necessary or appropriate for Provider to render the Services required under this Agreement, subject to all applicable laws governing privacy of medical records.

3.3 Additional Obligations of Hospital.

(a) If Hospital or its agent or representative at a Service Site at Hospital experiences difficulty in transmitting or receiving an image to or from the Reading Site of Provider, Hospital shall notify Provider of such difficulty by telephone immediately within one hour of the occurrence of such difficulty. Neither Provider nor its Readers shall be responsible for delays caused by insufficient patient information, receipt of

incomplete or inadequate images at the Reading Site of Provider, or facsimile or other reception or connectivity failure at a Service Site of Hospital.

(b) Each party shall cooperate with the other party in the delivery of the Services to be provided under this Agreement, including providing reasonable assistance to Readers seeking medical staff privileges at Hospital.

Hospital shall waive credentialing fees that are needed for the Readers to obtain and maintain the appropriate staff privileges and credentialing at Hospital.

(c) Hospital shall be responsible for obtaining any necessary informed consents and any other necessary or advisable authorizations from patients and third-party payors relating to the provision of teleradiology services, including for the Services rendered under this Agreement, and use of the patient medical record in accordance with the terms of the Agreement.

(d) Hospital shall maintain all required and appropriate licenses and accreditations with appropriate governmental agencies, including Medicare, Medicaid, and other payor certifications for Hospital to operate as a medical care provider and provide and bill for radiology services. Hospital shall comply with all applicable billing requirements (under Medicare, Medicaid, and other governmental programs, state law, any managed care agreement, insurance program, third party payor agreement or otherwise) pertaining to the provision of the Services covered by this Agreement for which Hospital may render a bill or claim for payment. Hospital shall comply with all applicable federal, state, and local laws, rules, and regulations and applicable standards of accreditation related to electronic data transmission, security, and privacy, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Health Economic and Clinical Health Act ("HITECH"), as amended, supplemented and replaced from time to time.

3.4 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services to Provider, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.

3.5 Personnel. Other than Member Physicians, all personnel required for the proper operation of the Department shall be employed by Hospital.

3.6 Representations of Hospital. Hospital represents and warrants to Provider that neither Hospital, nor to the best of Hospital's knowledge after reasonable inquiry that any of its employees, is:

a. Currently excluded, debarred, or otherwise ineligible to participate in any of the federal health care programs; or

b. Convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs.

3.7 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.

3.8 Capacity Planning. Hospital shall periodically provide Imaging Exam modality mix and volume estimates to Provider. If Hospital is aware of an upcoming shift in modality mix, Hospital shall notify Provider of such change upon becoming aware of such change.

IV. BILLING

Provider shall not bill any third-party payor or patient for its Services provided hereunder. As of the Commencement Date, Provider hereby assigns to Hospital all billings and payments for the professional services of Member Physicians rendered pursuant to this Agreement to Hospital patients. Provider acknowledges that Provider's arrangement with Hospital in no way confers upon Member Physicians any interest or claim in any fees which are charged by Hospital for Member Physicians' professional services, whether the same are collected during or after the Term, and Provider disclaims and renounces any such interest. Provider and Member Physicians shall promptly supply Hospital with all forms, documents, and records necessary to bill, collect and retain the Member Physicians' collections. Hospital acknowledges that its obligation to pay each monthly fee to Provider is in no way conditioned upon Hospital's ability to bill and collect payment from Hospital's patients or their insurers for the Services. Among other things, Hospital shall be responsible for obtaining any payor pre-authorizations necessary for Hospital to obtain reimbursement from payors for the Services.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term**, and subject to Section 7.5 below**, Hospital will compensate Provider for the Services, monthly payments in accordance with the terms set forth in Exhibit A, based on volumes interpreted during the invoiced month. Monthly invoices may total approximately $250,000, not to exceed $4,000,000 annually. Exhibit A may be amended from time to time by Provider upon ninety (90) days written notice to Hospital.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder. The parties acknowledge that none of the benefits granted hereunder is not conditioned on any requirements that Provider or any of its Readers make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further agree that physician services provided hereunder are non-exclusive and physicians, including the Readers, may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physician's choosing.

5.3 Billing. Provider shall invoice the Hospital in accordance with the terms set forth in **Exhibit A**.

5.4 Payment. All compensation payable to Provider under this Agreement shall be paid by Hospital within thirty (30) days of the date of the invoice from Provider for the Services rendered by Provider via an ACH withdrawal initiated by Provider on the due date of each monthly invoice. If an amount is disputed on an invoice prior to 30 days after the invoice date, the disputed amount, if not resolved by the invoice due date will not be deducted from Hospital's bank account via the ACH until such time as the dispute is resolved. Hospital shall not dispute or expect to have withheld any sums from the amounts payable to Provider for tax or any other purpose. Provider shall be responsible to report to the appropriate taxing authorities the amounts received under this Agreement consistent with being an independent contractor. In the event the ACH payment process fails due on any part of Hospital's or its bank, a late charge of one and one quarter percent (1 ¼%) per month (or the maximum rate permitted by law if less) of any amount remaining unpaid after thirty (30) days from the date of the invoice from Provider shall be charged to Hospital and added to the amount owed to Provider by Hospital. This amount may not exceed $3,125 per month or $37,500 annually. If any amount is not paid by Hospital when due and is given to a third party for collection, or if a suite or any arbitration or other proceeding is commenced under this Agreement that relates to or includes a late or nonpayment claim, Hospital agrees to pay, in addition to the unpaid amounts for Services rendered under this Agreement and late charges, any fees, expenses, costs, charges and all other amounts (including but not limited to attorneys' fees and costs of investigation) incurred by Provider to collect, sue or pursue any such collection, arbitration, or other proceedings on this Agreement. This amount may not exceed $10,000.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. The provision of Services shall commence on or around September 1, 2026 (the "Commencement Date"), and subject to Section 7.5, shall remain in effect through 11:59 p.m. on the one-year anniversary of the Commencement Date (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew this Agreement no later than one hundred eighty (180) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within five (5) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any action against the license of any of Provider's Member Physicians; or

c. Any action commenced against Provider which could materially affect this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon (i) the exclusion of Provider from participation in any federal health care program; or (ii) the Provider's failure to supply an adequate number of Member Physicians, as determined by Hospital, for the provision of Services, on or before the Commencement Date which the Parties acknowledge shall be on or around September 1, 2026.

b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days (or such earlier time period required under this Agreement) written notice, if possible as determined by Hospital:

1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;

2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, Provider shall remove such Member Physician from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice, if possible as determined by Provider:

1. The exclusion of Hospital from participation in a federal health care program;

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

3. Hospital at any time engages in any criminal conduct or fraud that Provider reasonably determines is harming or is likely to materially harm the goodwill or reputation of Provider;

4. The failure of Hospital to maintain full accreditation by Hospital's accreditation body;

5. Failure of Hospital to pay the invoiced amount on the date the same is due under the terms of this Agreement or failure to make any payment when due for other than an invoiced amount required to be made under the terms of this Agreement, where such failure continues for five (5) days after written notice by Provider to Hospital that the services will be terminated unless payment is received within such five day period;

6. In the event that Provider reasonably determines that the equipment and/or software or supplies or connectivity required to be provided by Hospital under this Agreement is not fully functional or is not fully compatible with Provider's equipment and/or software, Provider shall have the right to terminate this Agreement under Section 6.3(c), subject to the applicable notice and cure provisions set forth in Section 6.3(c).

7. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, following the first anniversary of the Commencement Date and upon one hundred and eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement.

6.5 Any termination of this Agreement shall not affect: (i) any payment due or to become due for Services rendered prior to the date of termination; (ii) any claim, right, remedy, obligation or defense of either party with respect to any breach of any obligation under this Agreement which breach arose prior to the date of termination; or (iii) any provision of this Agreement which by its terms survives the termination of this Agreement.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social

Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to this Agreement which Provider

has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, brought by a third party regarding or related to any demand for the disclosure of Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

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

the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, brought or asserted by a third party arising out of the grossly negligent acts or omissions of Provider, its Member Physicians, employees, and representatives. Provider shall defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, or by hand delivery, and directed to the appropriate party as follows:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

With copy to: University Medical Center of Southern Nevada
Attn: Office of General Counsel
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Provider: Real Radiology, LLC
Attn: Chief Executive Officer
1010 North 102nd St, Ste 201
Omaha, NE 68114

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Non-Solicitation. During the Term, and for a period of one (1) year following the termination of this Agreement, Hospital will not induce, hire or attempt to hire any Member Physician who has provided the Services to Hospital as specified herein. Notwithstanding the preceding, it shall not be a violation of this Section if at any time a Member Physician responds to a public recruitment or an advertisement publicly disseminated by or on behalf of Hospital for the purposes of seeking the services of persons to provide professional services of the same or similar nature as those provided by Provider under the terms of this Agreement.

7.26 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter

hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect.

7.27 Compliance with Laws. Each of the Parties hereto shall at all times operate its business and professional practice in compliance with applicable federal, state, and local law, rules, and regulations and JCAHO standards of accreditation, including without limitation Medicare and Medicaid laws and regulations, and all applicable laws and regulations related to electronic data transmission, security and privacy pursuant to HIPAA, as amended and replaced from time to time.

7.28 Regulatory Requirements. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law), and any other federal or state law provision governing fraud and abuse or self-referrals with respect to the provision of healthcare items or services, as such provisions may be amended from time to time. The Parties agree Provider may provide services to any other entity, and Member Physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date below.

PROVIDER:
Real Radiology, LLC

By: Jon Jaksha
Jon Jaksha (Sep 11, 2025 12:46:15 PDT)

Date: 09/11/2025

HOSPITAL:
University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

Date:_____

EXHIBIT A
PROFESSIONAL MEDICAL SERVICES

Provider, by and through its Member Physicians, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A**, which shall be performed pursuant to the following requirements:

A. Coverage Requirements:

1. Provider shall make available a sufficient number of Member Physicians such that the Services are available to patients for both routine and related emergency care during coverage hours specified in this **Exhibit A.**
2. Provide Services including all requested read interpretations, including but not limited to, the modalities of diagnostic imaging, fluoroscopy, ultrasound, CT, nuclear medicine and MRI during the hours set forth in this **Exhibit A.**

B. Performance Measures:

1. Turnaround Times

ROUTINE	STAT	CRITICAL
N/A	30	15

2. Hours of Coverage. All Times are in CST utilizing military time (2400 clock)

DAY	MON	TUES	WED	THURS	FRI	SAT	SUN	Holidays
Start (e.g. 2300)	0100	0100	0100	0100	0100	0100	0100	0100
End	0900	0900	0900	0900	0900	0900	0900	0900

3. Improve core measures as mutually agreed upon between Hospital and Provider.

C. Patient Safety and Quality:

1. Critical findings and outcomes (radiology and interventional radiology) to be verified monthly by the parties.
2. Peer review reports to be delivered by Provider on a semi-annual basis.
3. All policies and procedures will be followed, including verbal orders, charted in Hospital's electronic health record system.

D. Member Physicians: See **Exhibit A-1**

E. Services Pricing:

1. All Fees posted are based on CPT Code assigned to indicated Study Group (available upon request).

Standard Study Types

STUDY GROUP	Final Stat
CT	$77.00
CT Angio	$92.00
CT Angio Runoff	$180.00
CT A/P	$92.00
CT Perfusion	$110.00
MG	$50.00
MG Torno	$70.00
MR	$103.00
MR Prostate	$140.00
NM	$57.00
NM Cardiac	$112.00
US	$55.00
US Breast	$57.00
US HN Thyroid	$86.00
US OB Complete	$84.00
XR(CR)	$18.50
DEXA	$69.00

If Hospital's Report Type is Stats only, in the event a Routine study is sent, the published Stats Fee will be applied to the study. If Hospital's Report Type is Prelims Only and a Final study is sent, it will be billed at the published Study Group rate plus a 35% premium.

2. **Monthly Minimum** – Beginning with the second month of studies sent, when study volume sent to Provider results in less than $130,000 ("Monthly Minimum Amount") being billed to Hospital, a monthly minimum surcharge will be added to the monthly invoice and paid by Hospital that reflects the difference between the actual amount of charges generated for the month from reports generated and the required Monthly Minimum Amount.

3. **Hospital Service Sites** (or attach separate page listing same information):

- **University Medical Center of Southern Nevada**- Level I Trauma Center
    - 1800 West Charleston Blvd, Las Vegas, Nevada 89102
- **UMC Clinics (11)**
    - Nellis Quick Care:
        - 53 N. Nellis Blvd Suite 61, Las Vegas, NV 89110
    - Enterprise Quick Care:
        - 1700 Wheeler Peak Drive, Las Vegas, NV 89106
    - Summerlin Quick Care:
        - 2031 N. Buffalo Dr, Las Vegas, NV 89128
    - Rancho Quick Care:
        - 4231 N. Rancho Dr, Las Vegas, NV, 89130
    - Spring Valley Quick Care:
        - 4180 S. Rainbow Blvd Suite 810, Las Vegas, NV 89103
    - Peccole Ranch Quick Care:
        - 9320 West Sahara Ave, Las Vegas, NV 89117
    - Centennial Hills Quick Care:
        - 5785 Centennial Center Blvd, Las Vegas, NM, 89149
    - Blue Diamond Quick Care:
        - 4760 Blue Diamon Road, Suite 110, Las Vegas, NV 89139
    - Sunset Quick Care:
        - 525 Mark St, Henderson, NV 89104
    - Aliante Quick Care:
        - 5860 Losee Road, North Las Vegas, NV 98081
    - Southern Highlands Quick Care
        - 11860 Southern Highlands Parkway, Suite 102, Las Vegas, NV 89141

4. **Technology Fees:** Provider's PACS (OnePacs) requires a gateway license per download. Additional connection features such as HL7 interfaces are available and require a cost assessment to determine applicable fees. The fees for these advanced connection features listed in Exhibit A-2 will be the responsibility of the Hospital. A separate agreement may be executed for additional technology fees and connections.

EXHIBIT A-1
PROVIDER'S MEMBER PHYSICIANS

The parties agree that this Exhibit A-1 will be modified by written notice, at various intervals, until the Commencement Date.

EXHIBIT A-2

Real Radiology shall provide technology services to the Customer outlined below. The Technology Fees, listed below, including the required DICOM connection to the Customer and optional technology features to be provided at the Customer's request. The fees for these services will be the responsibility of the Customer and paid in accordance with the Agreement.

Real Radiology will provide services and development for the following:

Technology Fees				Scope	
Feature	**Description**	**Up to Hours Included**	**Setup Fee**	**Customer Quantity**	**Total**
Required Features					
DICOM gateway	DICOM software installation to communicate from the client's PACS to Real Radiology's PACS.	15 per gateway	No Charge		
Common Features					
Faxing setup	A dedicated fax number per client facility allows inbound faxing of documents to Real Radiology.	3 per fax number	$300		
Prior fetching of images into the Real Radiology PACS	Automatic fetching of prior images into the Real Radiology PACS system.	8 per PACS	$800 + $75 (OP Service Charge)		
HL7 ORM/ORU development	Full Health Level Seven (HL7) implementation between the client's health system and Real Radiology's HL7 interface. ORM and ORU are supported.	24 per interface	$2,400		
Advanced Features					
Prior reports HL7 (HL7 & ORU push required)	Automatic fetching of prior reports into the Real Radiology PACS system. (Up to 3 years of priors)	16 per interface	$1,600		
Automatic confirmation procedure mapping (HL7 required)	Configuration of Real Radiology PACS system with the client's procedure code compendium	18 per compendium	$1,800		
HL7 encapsulated PDF development	Creation of PDF files for HL7 results.	10 per PACS	$1,000		

TOTAL _____ $

All fees listed above are one-time service fees. Hours incurred other than the hours listed will be billed at a rate of $100 per hour.

Glossary of Terms:

DICOM – Digital Imaging and Communications in Medicine
ORM – Order Entry | These messages are a common message type used to enable orders within radiology
ORU – Observation Result | These messages are most commonly used within the context of EKG studies, laboratory results, imaging studies, and medical interpretations
HL7 – Health Level Seven
Compendium – A collection of concise but detailed information about a particular subject
PACS – Picture Archiving and Communication System

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the following Standards of Performance:

a. Member Physician promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of Hospital's accreditation body, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as such physicians meet the requirements provided in the Agreement to do so. So long as Provider is performing the Services required hereby, it's employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Member Physicians shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all applicable state and federal regulations, State of Nevada, and Hospital's accreditation body guidelines, as evidenced by:

    1. No significant findings related to the clinical or administrative practice of radiology.

e. Member Physicians and Provider shall perform appropriate clinical documentation.

f. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").

g. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

h. Upon request from Hospital, Provider shall provide a quarterly report.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

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

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-6211.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ 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:	Real Radiology, LLC	
(Include d.b.a., if applicable)	N/A	
Street Address:	1010 N 102nd St, Suite 201	**Website:** https://www.realrads.com/
City, State and Zip Code:	Omaha, NE 68114	**POC Name: Nichole Heimes** **Email: accounting@realrads.com**
Telephone No:	(833) 228-6889	**Fax No: 877-853-0376**
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)
Dr. Jon Jasksha	Owner, Managing Partner, and Teleradiologist	45.68%
Dr. Mohammed Quraishi	Owner, Medical Director, Quality Officer, and Teleradiologist	45.68%
Chuck Stevens	Chief Executive Officer	7.31%

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

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

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

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

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

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

Signature	John Steinke Print Name
CFO Title	06/16/2025 Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Five to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Five to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714200 Funded Pgm/Grant: N/A
Description: Locum Tenens and Advanced Practitioners Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 5 – extend for one (1) year from 1/1/2026 to 12/31/2026
Amount: Amendment 5 – additional NTE $5,000,000
Out Clause: 60 days w/o cause

BACKGROUND:

On November 16, 2022, the Governing Board approved the Master Professional Services Agreement ("Agreement") with Medicus Healthcare Solutions, LLC ("Medicus") to provide a full range of trauma and/or surgical anesthesiology locum tenens and advanced practitioners staffing services including, but not limited to, UMC's Departments of Anesthesiology, Trauma, Emergency Room, Radiology, Cardiac Catheterization Lab, Burn Unit and/or Surgery. The initial Agreement Term was from November 16, 2022 through May 16, 2023, with three (3) renewal periods of six (6) months each unless terminated without cause with a 60-day notice, with a not-to-exceed amount of $4,950,000.

Amendment One, effective March 21, 2023, extended the Term through December 31, 2023, increased the funding by adding a NTE $11,050,000, and updated the fee schedule. A Radiology Statement of Work ("Radiology SOW"), effective July 21, 2023, added radiology locum tenens to provide project-based services. Amendment Two, effective December 5, 2023, extended the Agreement and Radiology SOW's Term through December 31, 2024. Amendment Three, effective April 16, 2024, added funding of $10,000,000. Amendment Four, effective November 19, 2024, extended the Agreement and Radiology SOW's Term

Cleared for Agenda
September 24, 2025

Agenda Item #
14

through December 31, 2025, added funding of $10,000,000, and updated the scope of services and fee schedule for the Radiology SOW.

This Amendment Five requests to extend the Term for one (1) year through December 31, 2026 and increase the funding by adding NTE $5,000,000, to anticipate continued services provided by Medicus that were not contemplated in the original Agreement.

UMC's Support Services Executive Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their September 17, 2025 meeting and recommended for approval by the Board of Hospital Trustees.

Docusign Envelope ID: 7CD3442A-3E97-4E51-A949-5788F4CDC82E

Amendment Five to Master Professional Services Agreement and its Statement of Work

This Amendment Five ("Amendment Five") is made and entered into as of this 21st day of October, 2025 (the "Amendment Effective Date") by and between **Medicus Healthcare Solutions, LLC**, a New Hampshire limited Liability company with a principal place of business at **22 Roulston Rd., Windham, NH 03087** ("Medicus") and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with a principal place of business at **1800 W. Charleston Blvd., Las Vegas, NV 89102** ("Client").

RECITALS:

WHEREAS, Client and Medicus entered into a Master Professional Services Agreement with an effective date of November 16, 2022, as amended ("Agreement"); and

WHEREAS, subsequent to the signing of the Agreement, Client and Medicus entered into a Statement of Work for Medicus to provide project-based services in the specialty of radiology to Client with an effective date of July 21, 2023 ("Radiology SOW").

NOW, THEREFORE, the parties wish to continue their relationship under the Agreement and the Radiology SOW and amend them as follows:

1. In Section 2.1 Term of the Agreement, the end date of December 31, 2025 shall be replaced with December 31,2026.

2. In Exhibit B – Statement of Work; Section 6 SOW Term of the Agreement, the end date of December 31, 2025 shall be replaced with December 31,2026.

3. In Section 6 SOW Term of the Radiology SOW, the end date of December 31, 2025 shall be replaced with December 31, 2026.

4. In Exhibit B – Statement of Work; Section 4 Fees of the Agreement, the funding is hereby amended to add an additional not to exceed amount of $5,000,000 for the Term of the Agreement.

5. All other provisions of the Agreement and the Radiology SOW not conflicting with this Amendment Five will remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment Five as of the Amendment Effective Date. Each person who signs this Amendment Five below represents that such person is fully authorized to sign this Amendment Five on behalf of the applicable party.

Medicus Healthcare Solutions, LLC

Name: Heather Croke

Signature: DocuSigned by: Heather Croke C177F7996290455...

Date: 9/2/2025 | 5:30 PM EDT

Title: CPO

University Medical Center of Southern Nevada

Name: Mason Van Houweling

Signature: _____

Date: _____

Title: CEO

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: 0

Corporate/Business Entity Name:	Medicus Healthcare Solutions, LLC		
(Include d.b.a., if applicable)			
Street Address:	22 Rowlston Rd	Website:	Medicushcs.com
City, State and Zip Code:	Windham, NH 03087	POC Name:	John Landers
		Email:	jlanders@medicushcs.com
Telephone No:	603-212-9812	Fax No:	
Nevada Local Street Address: (If different from above)	N/A	Website:	
City, State and Zip Code:		Local Fax No:	
Local Telephone No:		Local POC Name: Email:	

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

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

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

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

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

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

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

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

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

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

Signature	Print Name: Ryann Trainor
Title: Director, Contracts	Date: 9-23-2024

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Education – Lean Six Sigma**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**
Recommendation: **That the Governing Board receive an educational overview from Janella Green, Lean Transformation Specialist, regarding the Lean Six Sigma Program; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an informational presentation regarding the Lean Six Sigma Program at UMC.

Cleared for Agenda
September 24, 2025

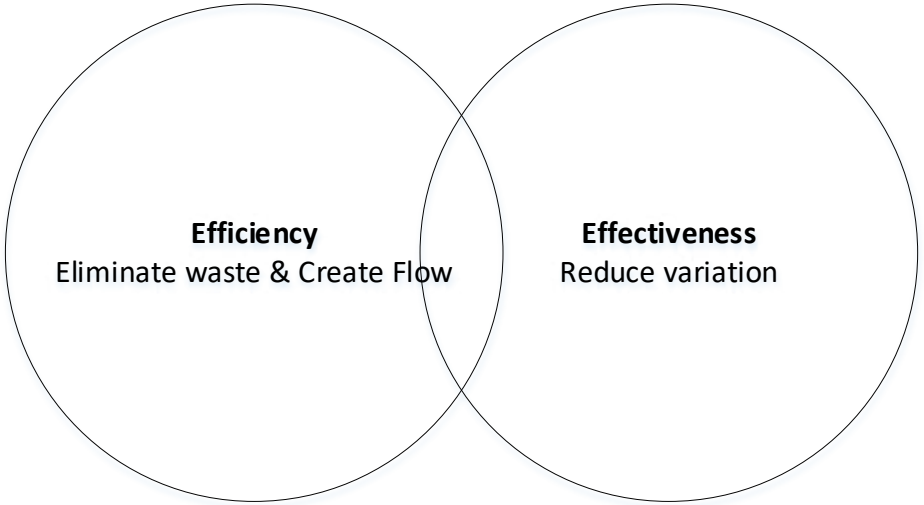
Agenda Item #
15

UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

What is Lean Six Sigma?

A process improvement methodology that combines Lean's focus on eliminating waste and enhancing efficiency with Six Sigma's data-driven approach to minimizing defects and variation. The ultimate goal is to increase speed, reduce costs, and improve quality to better meet customer needs and enhance profitability.



LEAN SIX SIGMA

What is Lean?

The relentless pursuit of the perfect process through waste elimination...

We Spend 75-95% of Our Time Doing Things That Increase Our Costs and Create No Value for the Customer!

Whether building a car or providing healthcare for a patient, workers must rely on multiple, complex processes to accomplish their tasks and provide value to the customer or patient. Waste – of money, time, supplies, or goodwill – decreases value.

Overview

- Lean emphasizes the elimination and prevention of waste
- Lean is focused on the customer by addressing what is value added and what is non-value added
- Products and services are delivered just-in-time, meaning in the right amounts, at the right time, and in the right condition
- Products and services are produced only when a signal is received from the customer and are pulled through the system

Overview

- Six Sigma is a data-driven approach to problem solving
- Defined as a business process improvement initiative to eliminate causes of defects and errors
- Reduces cycle times
- Reduces costs of operations and improves productivity

Certification Types:

- **White Belt:** Foundational Concepts / Basic Support
- **Yellow Belt:** Deeper understanding of tools and techniques
- **Green Belt:** Leads line of sight projects
- **Black Belt:** Leads more complex/large-scale projects
- **Master Black Belt:** Senior experienced, trains others, mentors

UMC's Lean Six Sigma Journey

Key Milestones To Date

March 2024

- Hired Janella Green, Sr. Lean Transformation Specialist – Black Belt

October 2024

- Brought on Las Vegas Lean Six Sigma to train Janella to deliver the Lean Six Sigma Certification Course to participants

October 2024 - June 2025

- Led 55 UMC employees through the five-day Lean Six Sigma Green Belt Certification Class to:
    - Lead improvement projects that are typically within "line of sight"
    - Train personnel on Lean Six Sigma tools and methodologies
    - Facilitator

Future Plans

- Two to three training sessions yearly
- Sr. Lean Transformation Specialist obtains Master Black Belt Certification (FY26)
- Certified EEs to lead projects that realize at least $250K in cost savings or avoidance (FY26)
- Offer Green Belt certification course to other agencies – monetize (FY27)
- Identify UMC high performers and provide an opportunity to advance their belt level (FY26-FY27)
- Provide Yellow Belt certification course to UMC employees (FY27)
- Implement GEMBA Walks/Boards (FY27)

UMC's Projects

UMC UNIVERSITY MEDICAL CENTER

Lean Six Sigma Successes

- Secure emails
- Employee engagement survey
- Preference cards update
- Case cart standardization and organization
- Outpatient pathway improvement
- FCOTS

Lean Six Sigma Current Events

- Order fulfillment accuracy
- Trauma ICU/Trauma Resus charge capture
- Annual wellness visit
- Time spent in patient care
- Bed request to assignment times
- Job hazard analysis

N238AM
UMC
UNIVERSITY MEDICAL CENTER
UMC
UNIVERSITY MEDICAL CENTER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board review and discuss the Governing Board 2025 Action Plan, to include an update from Marsha Al-Sayegh, Employee Experience Program Manager, regarding results from the UMC Employee Engagement Survey; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update regarding the outcomes of the UMC Employee Engagement Survey.

Cleared for Agenda
September 24, 2025

Agenda Item #
16

PressGaney

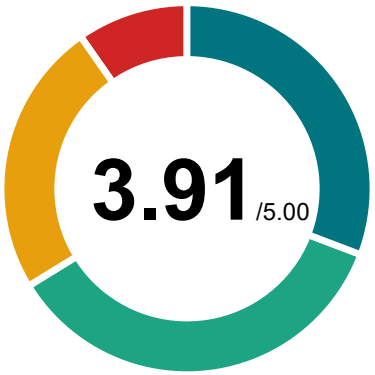
University Medical Center of Southern Nevada

2025 | Employee Engagement

a PG Forsta company

Engagement Survey Results Snapshot

Your Organization's Engagement Score and Respondent Distribution



	2025	2023
Highly Engaged	**31%**	30%
Engaged	**35%**	34%
Neutral	**24%**	26%
Disengaged	**10%**	9%

⇧ **+0.03**	vs. 2023 survey
38th percentile	Rank vs. Nat'l Healthcare Average
52nd percentile	Rank vs. Nat'l Academic Medical Center Average
71%	Response Rate *(3,181 out of 4,494)*

Strengths

- 94% of the responding audience **cares for all patients/clients equally even when difficult.**
- Top statistical increases from 2023 include:
  - Perceptions of fair pay (***+0.20***)
  - Feeling like my facility is safe & secure (***+0.17***)
- Top ranked item versus national healthcare average is **"feeling like I am financially secure"** (*79th %tile*).

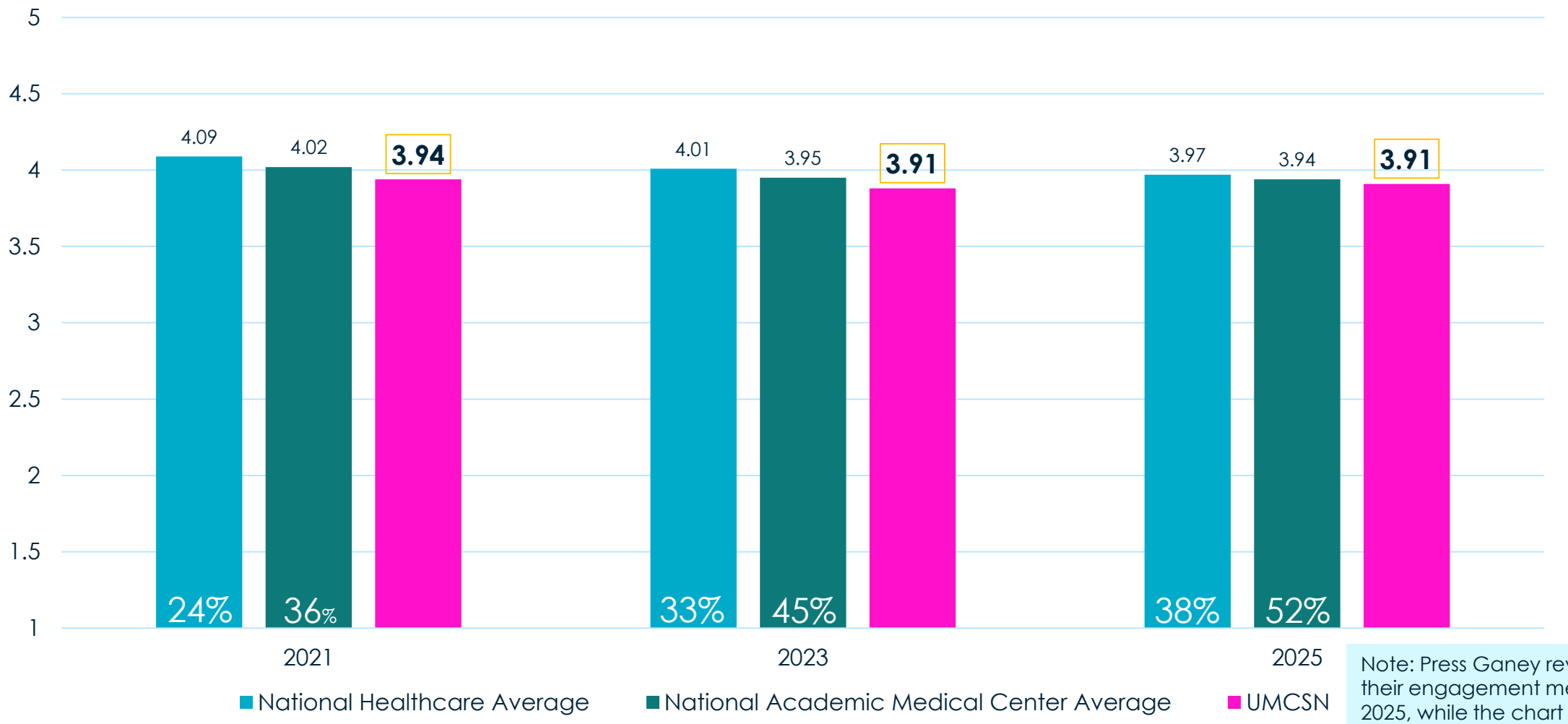
Opportunities

- Top statistical decreases from 2023 include:
  - The person I report to cares about my job satisfaction(***-0.11***)
  - Incidents of violence are more likely to occur during closing (***-0.10***)

PressGaney

©2025 Press Ganey. All rights reserved. a PG Forsta company.

UMCSN Healthcare Center Trending



Note: Press Ganey revised their engagement metric in 2025, while the chart shows UMCSN at 3.91 (flat vs. 2023) under the current methodology, the score would have been 3.88 in 2023

PressGaney

©2025 Press Ganey. All rights reserved. a PG

Focusing on Key Drivers

Items that have the highest impact toward long-term engagement

Item Text	Respondent Distribution (Unfav | Neut | Fav)	Overall Score & Trend	Rank vs. Nat'l Healthcare Avg	Rank vs. Nat'l Academic Medical Cnt Avg
Where I work, employees and management work together to ensure the safest possible working conditions.	15% | 21% | 64%	**3.69** ⇧ *+0.04*	7th	1st
Senior management provides a work climate that promotes patient safety.	13% | 22% | 65%	**3.71** ↑ *+0.07*	11th	14th
I feel free to raise workplace safety concerns.	11% | 17% | 72%	**3.84** — *0.00*	5th	3rd
This organization provides high-quality care and service.	7% | 19% | 73%	**3.92** ⇧ *+0.04*	17th	16th
This organization makes every effort to deliver safe, error-free care to patients.	9% | 18% | 73%	**3.90** ⇧ *+0.03*	12th	29th
We are actively doing things to improve patient safety.	8% | 17% | 76%	**3.99** ⇧ *+0.05*	11th	17th

Note: Neutral labels are hidden when percentage is less than 5%.

*Solid arrows indicate statistically significant change; outline arrows indicate change that is not statistically significant.

PressGaney

©2025 Press Ganey. All rights reserved. a PG Forsta company.

Recommendations – System-wide Approach

1

Focus on the Key Drivers at the top level.

- Where I work, employees and management work together to ensure the safest possible working conditions.
- Senior management provides a work climate that promotes patient safety.
- I feel free to raise workplace safety concerns.
- This organization provides high-quality care and service.
- This organization makes every effort to deliver safe, error-free care to patients.
- We are actively doing things to improve patient safety.

2

Have each department leader focus on their Key Drivers to support the overall organization.

- Each work unit / department has their own key drivers.
- Focus on the key drivers that will have the biggest impact and support the organization.
- Look to Key Drivers where teams can "control" the outcome.

©2025 Press Ganey. All rights reserved. a PG Forsta company.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
September 24, 2025

Agenda Item #
17

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Reports for August FY26**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report from the Chief Financial Officer for the August FY26 financial report; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the August FY 2026 financial report from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

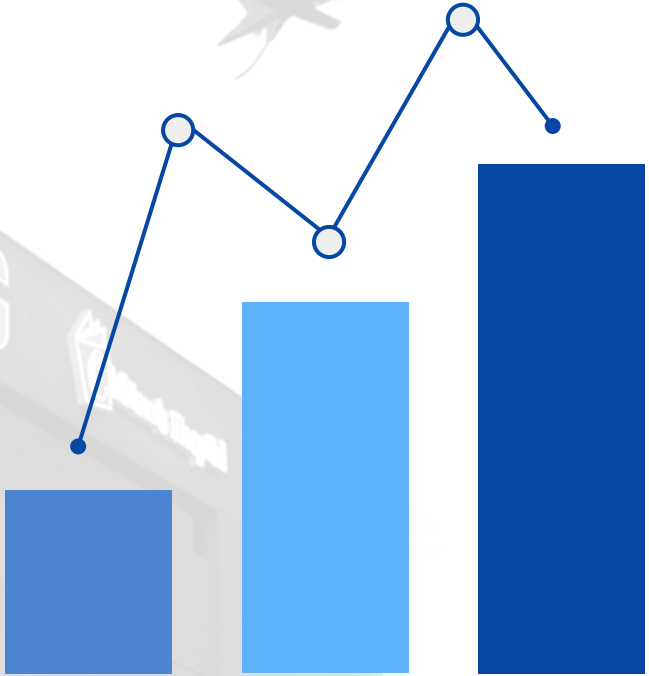
Cleared for Agenda
September 24, 2025

Agenda Item #
18

UMC
UNIVERSITY MEDICAL CENTER

August 2025 Financials

GB Meeting



KEY INDICATORS – AUG

UMC UNIVERSITY MEDICAL CENTER

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,748	18,758	(10)	(0.05%)	19,364	(617)	(3.18%)
Total Admissions	1,983	2,054	(71)	(3.44%)	1,923	60	3.12%
Observation Cases	760	848	(88)	(10.38%)	848	(88)	(10.38%)
ADC	366	372	(6)	(1.68%)	389	(23)	(5.91%)
ALOS (Admits)	5.69	5.62	0.07	1.26%	6.24	(0.55)	(8.81%)
ALOS (Obs)	1.14	1.37	(0.23)	(16.85%)	1.37	(0.23)	(16.85%)
Hospital CMI	1.90	1.90	-	-	1.90	(0.01)	-
Medicare CMI	2.22	2.22	-	-	2.64	(0.42)	(15.91%)
IP Surgery Cases	827	845	(18)	(2.13%)	857	(30)	(3.50%)
OP Surgery Cases	651	690	(39)	(5.65%)	660	(9)	(1.36%)
Transplants	15	17	(2)	(11.76%)	17	(2)	(11.76%)
Total ER Visits	9,694	9,040	654	7.23%	8,951	743	8.30%
ED to Admission	13.46%	-	-	-	12.99%	0.47%	-
ED to Observation	7.47%	-	-	-	9.73%	(2.26%)	-
ED to Adm/Obs	20.93%	-	-	-	22.72%	(1.79%)	-
Quick Cares	15,516	17,280	(1,764)	(10.21%)	15,350	166	1.08%
Primary Care	6,679	8,606	(1,927)	(22.40%)	7,903	(1,224)	(15.49%)
UMC Telehealth - QC	346	502	(156)	(31.08%)	490	(144)	(29.39%)
OP Ortho Clinic	2,849	2,400	449	18.72%	1,688	1,161	68.78%
Deliveries	145	106	39	36.79%	119	26	21.85%
Crisis Stabilization Center	103	1,541	(1,438)	(93.32%)	-	103	100.00%

SUMMARY INCOME STATEMENT – AUG

UMC UNIVERSITY MEDICAL CENTER

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$88,822,912	$91,508,536	($2,685,624)	(2.93%)	
Net Patient Revenue as a % of Gross	16.69%	18.04%	(1.36%)		

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	$90,323,101	$94,570,470	$4,247,369	4.49%	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**($1,500,188)**	**($3,061,934)**	**$1,561,745**	**51.01%**	
Add back: Depr & Amort.	$4,518,337	$4,934,977	$416,640	8.44%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$3,018,149**	**$1,873,044**	**$1,145,105**	**61.14%**	
EBITDA Margin	**3.40%**	**2.05%**	**1.35%**		

SUMMARY INCOME STATEMENT – YTD AUG

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$175,604,664	$181,708,262	($6,103,598)	(3.36%)	
Net Patient Revenue as a % of Gross	16.66%	17.98%	(1.32%)		

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	$182,144,298	$188,019,214	$5,874,915	3.12%	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**($6,539,634)**	**($6,310,952)**	**($228,682)**	**(3.62%)**	
Add back: Depr & Amort.	$9,042,891	$9,870,562	$827,671	8.39%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$2,503,256**	**$3,559,610**	**($1,056,353)**	**(29.68%)**	
EBITDA Margin	**1.43%**	**1.96%**	**(0.53%)**		

SALARY & BENEFIT EXPENSE – AUG

UMC UNIVERSITY MEDICAL CENTER

	Actual	Budget	Variance	% Variance	
Salaries	$38,088,159	$38,644,003	$555,844	1.44%	
Benefits	$17,701,431	$17,433,688	($267,743)	(1.54%)	
Overtime	$694,033	$1,117,778	$423,746	37.91%	
Contract Labor	$1,459,321	$1,324,689	($134,632)	(10.16%)	
TOTAL	**$57,942,943**	**$58,520,158**	**$577,215**	**0.99%**	

EXPENSES – AUG

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,639,072	$2,830,383	$191,311	6.76%	
Supplies	$16,034,926	$18,196,680	$2,161,754	11.88%	
Purchased Services	$6,488,182	$7,185,283	$697,101	9.70%	
Depreciation	$2,785,559	$3,052,112	$266,552	8.73%	
Amortization	$1,732,778	$1,882,866	$150,088	7.97%	
Repairs & Maintenance	$834,561	$983,123	$148,562	15.11%	
Utilities	$622,349	$661,606	$39,257	5.93%	
Other Expenses	$1,177,693	$1,083,061	($94,632)	(8.74%)	
Rental	$65,038	$175,200	$110,162	62.88%	
Total Other Expenses	**$32,380,157**	**$36,050,312**	**$3,670,155**	**10.18%**	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
September 24, 2025

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

Cleared for Agenda
September 24, 2025

Agenda Item #
20

CEO Update

September 2025

CEO Update

UMC UNIVERSITY MEDICAL CENTER

- New ASU Entrance now available for patients and visitors
- Crisis Stabilization Center: Approval for EMS to transport L2K patients
- Nevada Business Magazine Healthcare Heroes Award: Debra Fox honored in Administrator category
- UMC Infusion Center: Reached 2,000-patient milestone
- UMC Liver Care Center: Opening in November
- Medical District clinic: offering Quick Care services for UMC staff

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
September 24, 2025

Agenda Item #
21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board go into closed session, pursuant to NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
September 24, 2025

Agenda Item #
22

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
September 24, 2025

Agenda Item #
23