UMC GOVERNING BOARD

Wednesday, October 28, 2026 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

901 Rancho Lane, Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
October 28, 2026 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, October 28, 2026, 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 University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com, For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing 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 Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing 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 Governing 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 Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the meeting of the UMC Governing Board held on September 30, 2026. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the October 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 27, 2026; and take action as deemed appropriate. *(For possible action)*

5. Approve the UMC Policies and Procedures Committee's activities of August 5, 2026 and September 2, 2026, including, the recommended creation, revision, and /or retirement of UMC policies and procedures, as recommended by the Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

6. Approve the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan, as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

7. Approve the revisions to the Physician & Non-Physician Provider (wRVU) Productivity Compensation and Benefits Plan, as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the CEO to sign the Agreement with UNLV Health for colonoscopy services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

9. Ratify the First Amendment to the Ancillary Provider Participation Agreement and the First Amendment to the Facility Participation Agreement with UnitedHealthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign Amendment Seven to the Participating Facility Agreement with SelectHealth, 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 Sixth Amendment to the Master Services Agreement with Savista, LLC for Coding and Auditing Services; authorize the Chief Executive Officer to exercise the renewal options and execute future Amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign Amendment Thirteen to the Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care services; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the award of Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP# CL-2026-501, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the award of Bid No. 2026-05, UMC Outpatient Pharmacy (1800

W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise LLC D/B/A Starke Contractors, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

16. Receive an informational update from Diego Trujillo, CEO of HEALS regarding Membership, Workforce Pipeline and the HEALS Foundation; and take any action deemed appropriate. *(For possible action)*

17. Receive the 2025-2026 Annual Institutional Review (AIR) update from Shana Tello, Academic & External Affairs Administrator/DIO, and Lynn Heather, Institutional Coordinator; and take any action deemed appropriate. *(For possible action)*

18. Review and discuss the Governing Board 2026 Action Plan, to include an informational update regarding the upcoming Legislative Session; and direct staff accordingly. *(For possible action)*

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

20. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

21. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

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

23. Receive the monthly financial report for September FY27; and take any action deemed appropriate. *(For possible action)*

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

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

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

University Medical Center of Southern Nevada
Governing Board Meeting
September 30, 2026

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, September 30, 2026
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 Hagerty. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
Harry Hagerty, Chair
Laura Lopez-Hobbs, Vice Chair
Chris Haase (via Teams)
John Fildes, MD
Bill Noonan

Ex-Officio Members:

Present:
Bobbette Bond, Ex-Officio
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV
Syed Shah, Chief of Staff

Absent:
Mary Lynn Palenik

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Don Barnwell, Executive Director of Information Technology
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Team
Representatives from Vizient, Inc

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Chair Hagerty 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 August 26, 2026. ***(Available at University Medical Center, Administrative Office) (For possible action)***

FINAL ACTION:

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

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

Agenda Item 19 will be heard at the next board meeting.

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the September 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 22, 2026; and take action as deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED:
- Credentialing Activities

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Amendment Twelve to the Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care services; or take action as deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED:
- Provider Agreement – Amendment 12 - Redacted
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Amendment 2 to RFP No. 2022-01 Service Agreement for Early Out Self-Pay Pre-Collection Services with CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG); or take action as deemed appropriate. ***(For possible action)***

DRAFT

DOCUMENT(S) SUBMITTED:
- Service Agreement – Amend 2

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Surgical Assist Services Agreement with EVH Network, LLC; execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Surgical Assist Services Agreement
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the LOGIQ E10 Ultrasound Agreement with GE Healthcare; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- LOGIQ E10 Ultrasound Machines Quotation – Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Third Amendment to Master Services Agreement with HealthCare Inspired, LLC for Audit Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Audit Services Agreement - 3rd Amendment
- Disclosure of Ownership

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Agreement with Intero Group HIM Services, LLC for CDI Services; execute any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Master Services Agreement
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Service Agreement Addendum with Philips Healthcare, a division of Philips North America LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Service Agreement Addendum
- Disclosure of Ownership

DRAFT

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Amendment 1 to Agreement for 340B Recovery Services with Par8o, LLC; execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Agreement for Recovery Services – Amendment 1

ITEM NO. 13 Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2026-02 for Clinical Engineering, Equipment Distribution Management and Project Management Services to Intelas Health, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2026-02 Service Agreement, and execute any extension options and future amendments that address the addition or deletion of equipment and needed services for all hospital locations; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Service Agreement

ITEM NO. 14 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Lease
- Disclosure of Ownership

ITEM NO. 15 Approve the overall FY2027 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:
- FY27 Management Goals

FINAL ACTION:
A motion was made by Member Fildes that Consent Items 4-15, be approved, ratified, and awarded as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 16 Discussion with the UMC Tranquility team regarding the importance of self-care; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- None

DRAFT

DISCUSSION:

The UMC Tranquility Nursing team highlighted the importance of self-care.

Self-care brings a sense of wholeness and balance to one's life. Allowing yourself permission for self-care is an essential first step. Adequate rest, exercise, and healthy diet are also important for overall personal well-being. At least seven to nine hours of sleep are recommended for physical and mental well-being. Other recommendations for self-care include the following:

- Politely saying No – not becoming overwhelmed with projects
- Scenic drive
- Reading a book on self-care
- Disconnecting from technology
- Scheduling self-care time
- Spending time with pets
- Enjoying nature

The Board members were led through guided imagery and a breathing exercise, which also helps reduce stress.

FINAL ACTION:
None

ITEM NO. 17 Receive a presentation from representatives of Vizient, Inc. regarding advancing UMC's strategic priorities through partnership in the Las Vegas Valley; and direct staff accordingly. *(For possible action)*

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

DISCUSSION:

Mr. Van Houweling introduced Vizient representatives, who will discuss how UMC compares to other organizations, where UMC excels in challenging circumstances, and areas for opportunity and improvement.

A high-level overview of Vizient's role in advancing UMC's strategic priorities through partnership in the Las Vegas Valley was provided. The team reviewed the Vizient advantage through insights, expertise, and national perspective, progress in UMC's quality performance, and future sustainment and excellence opportunities.

Vizient is a performance improvement company. The strategic priorities Vizient addresses are financial sustainability and optimization; care delivery and quality performance; strategic growth and enterprise transformation; and workforce stabilization and talent management.

Vizient connects with the nation's top providers. Approximately 97% of academic medical centers in the US and roughly 70% of acute care providers nationwide work with Vizient, along with 35% of ambulatory providers and 90% of America's

DRAFT

essential hospitals. It uses a clinical database to provide a transparent benchmarking repository that helps over 1,700 hospitals improve the quality and efficiency of care. A discussion ensued regarding the hardships and challenges observed in communities, and how the data received helps improve care for patients in the community.

As a safety net hospital, UMC cares for a large percentage of federally funded patients, and despite pressure from shifting enrollment due to HR1, UMC has maintained benefits for Medicaid patients. The discussion continued, highlighting performance opportunities and benchmarks that were met to satisfy the super safety net criteria, including case mix index, length of stay, readmission, mortality index, and complication rates.

Chair Hagerty requested that Vizient provide a presentation to the County explaining the benefits of the services UMC provides to the community as a safety-net hospital.

Member Fildes addressed challenges and concerns related to LeapFrog scores and asked what Vizient could do to help improve the score. The Vizient team responded that there are tools available to track current performance and success.

Member Noonan asked what research has been conducted on the impacts of H.R.1. Vizient has teams that help assess how it will affect hospitals.

Member Lopez-Hobbs commented on the challenges UMC has faced in trying to improve the LeapFrog scores and challenged the Vizient team to assist UMC in improving those scores. The discussion continued on how Vizient can work jointly with UMC and UNLV across several metrics to support continued growth in the community.

FINAL ACTION:
None

ITEM NO. 18 R**eview and discuss the Governing Board 2026 Action Plan regarding the UGM Epic Conference from Don Barnwell, Executive Director of Information Technology; and direct staff accordingly.** ***(For possible action)***

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

DISCUSSION:

Don Barnwell, Executive Director of Information Technology, provided an update on the UGM Epic conference and the key takeaways from the seminar, as well as an update on the strategies and roadmap for the future.

Mr. Barnwell highlighted several AI-based platforms introduced to assist staff with documentation and coding, which will help reduce denials. Other initiatives reviewed included Hospital at Home, post-discharge medical management, tools to improve length-of-stay benchmarks, Chart with Art for nurses and clinicians,

MyChart Emmie for patients, MyChart Bedside, Provider Finder, and Cogito Cloud.

Lastly, Mr. Barnwell highlighted a list of Epic modules that will be used in the future to improve or replace some of the current platforms at UMC. A discussion followed on whether any Epic tools are available to capture survey scores. Mr. Van Houweling suggested inviting PressGaney to provide a presentation on best practices for capturing survey data.

Mr. Barnwell noted that many of the modules will be implemented in the future. A discussion ensued regarding how some of the modules are currently being implemented for physicians and referrals.

FINAL ACTION:
None

ITEM NO. 19 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

This report was tabled and will be heard at the next meeting.

FINAL ACTION:
None

ITEM NO. 20 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:

Chair Hagerty provided a report on the meeting, which was held on Wednesday, August 19, 2026, 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 August FY26. The discussion covered factors affecting financial outcomes, comparisons to the budget, as well as operating and financial metrics, and the current status of the financial and organizational performance goals.

Next, the Committee received an update from the CFO on items affecting Audit and Finance, including status of the BDO Audit, rural filing status, and the donation to Intermountain Children's Hospital.

DRAFT

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.

At the conclusion of the meeting, emerging issues were identified. There was no public comment, and the meeting adjourned at 3:25 p.m.

FINAL ACTION:
None

ITEM NO. 21 Receive the monthly financial report from the Chief Financial Officer for the August FY27 financial report; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- August FY27 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for August FY2027.

The key indicators for August showed that admissions were below budget. ADC was 366. LOS was 6.30. Overall acuity was 1.84, and Medicare CMI was 1.81. Inpatient surgeries were 7 cases below budget, and outpatient surgeries were 34 above budget. There were 13 transplant cases, and ER visits were 3.5% above budget. ED to obs conversion rate was 8.69%, which is an all-time high.

Primary and quick cares were down. The Orthopedic Clinic saw 2,600. There were 99 deliveries. The CSC volumes were a record high with 535 patients.

The income statement for the month showed operating revenue was above budget $2.2 million and operating expenses were above budget $920K. EBITDA for the month was $1.4 million on a budget of $300K. Year-to-date EBITDA was $4.8 million.

Salaries, wages, and benefits were over budget for the month. All other expenses was favorable to budget, primarily due to supplies.

FINAL ACTION:

None

ITEM NO. 22 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- PowerPoint Presentation

DRAFT

DISCUSSION:

Dean Netski provided the following updates:

There have been increases in patient encounters during the month.

The Nevada Radiation and Exposure and Screening and Education Program: This is a grant program that provides regular monthly screenings for individuals who have had long-term radiation exposure.

UNLV is actively involved in multiple upcoming community engagements and events, including community health fairs, the annual School of Medicine Day event with the Just One Project, and the Breast Cancer Awareness and Walk with a Doc Event in October.

There is continued success in research and academic collaboration. There is focus on e-scooter and e-bike traumas. The topic for this month's research series is Understanding Research Ethics and the IRB Review Process.

FINAL ACTION:

None

ITEM NO. 23 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- PowerPoint Presentation

DISCUSSION:

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

- Congratulations to Dr. Mackay, who was honored with the Healthcare Hero - Lifetime Achievement Award
- Congratulations to Nadia Gomez for receiving the Innovator Award.
- 7-story tower refresh continues
- 24/7 Quick Care/ER throughput improvement
- Weekend OR capacity expansion – 2 additional rooms
- Real Radiology night reads
- Vocera/Edge enterprise-wide project kick-off
- Clark County Extreme Heat Coordination Body
- Dr. Carmen Flores receives esteemed designation of Fellow of ABA
- CEO Town Halls - October 8th at 7:30 am and 12:00 pm in the Emerald Conference Room

Slides were shown of images highlighting the 2026 EMS Appreciation event, UMC Nursing Leadership celebration, and Olive Crest event at Red Rock.

FINAL ACTION:
None

DRAFT

SECTION 4: EMERGING ISSUES

ITEM NO. 24 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:
The Board would like to discuss the following topics in the future:

1. Civilian/Military planning initiatives and partnerships in times of conflict
2. Internal share point system for Board Members to receive UMC email addresses

FINAL ACTION:
None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for:

Speakers: None

FINAL ACTION:

At the hour of 3:51 p.m., the meeting was adjourned.

APPROVED:
Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the October 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 27, 2026; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the October 15, 2026 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the October 27, 2026 meeting.

Cleared for Agenda
October 28, 2026

Agenda Item #

4

Date: October 28, 2026
To: Governing Board
From: Credentials Committee
Subject: October 15, 2026 Credentialing Activities

NEW BUSINESS:

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Bates	Luke	P.A.C	10/28/2026 - 10/01/2028	Family Medicine	Family Medicine	Mike O'Callaghan Military Medical Center	**Military Rotator**
2	Betancourt Perez	Raul	D.O.	10/28/2026 - 10/01/2028	Surgery	General Surgery	Mike O'Callaghan Military Medical Center	**Military Rotator**
3	Brame	Lacy	D.O.	10/28/2026 - 03/01/2028	Surgery	Otolaryngology	UNLV Health	Initial FPPE Membership and Privileges
4	Brock	Samantha	M.D.	10/28/2026 - 10/01/2028	Surgery	General Surgery	Mike O'Callaghan Military Medical Center	**Military Rotator**
5	Buencamino	Miguel	APRN	10/28/2026 - 10/01/2028	Surgery	Urology	Las Vegas Urology	APP Initial FPPE Membership and Privileges
6	Charran	Ordessia	M.D.	10/28/2026 - 05/01/2028	Medicine	Pulmonary Medicine/Respiratory Care	Platinum Hospitalists, LLP	Initial FPPE Membership and Privileges
7	Dalton	Michael	M.D.	10/28/2026 - 12/01/2027	Trauma	Surgery Critical Care	UNLV Health	Initial FPPE Membership and Privileges
8	De Asis Saberola	Ian	APRN	10/28/2026 - 04/01/2028	Medicine	Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
9	Faliks	Bradley	M.D.	10/28/2026 - 03/01/2028	Trauma	Surgery Critical Care	UNLV Health	Initial FPPE Membership and Privileges

10	Huey	Henry	M.D.	10/28/2026 - 07/01/2028	Anesthesiology	Anesthesiology	AMN Healthcare Solutions	Initial FPPE Membership and Privileges
11	Kundu	Nirvana	M.D.	10/28/2026 - 08/01/2028	Anesthesiology	Anesthesiology	AMN Healthcare Solutions	Initial FPPE Membership and Privileges
12	Lai	Kane	M.D.	10/28/2026 - 05/01/2028	Anesthesiology	Anesthesiology	UMC Anesthesiology	Initial FPPE Membership and Privileges
13	Lai	Shi-Yi	M.D.	10/28/2026 - 02/01/2028	Emergency Medicine	Emergency Medicine/Trauma Emergency	UMC Emergency Medicine	Initial FPPE Membership and Privileges
14	LaRowe	Catherine	D.O.	10/28/2026 - 10/01/2028	Family Medicine	Family Medicine	Mike O'Callaghan Military Medical Center	**Military Rotator**
15	Makai	Balazs	M.D.	10/28/2026 - 12/01/2027	Anesthesiology	Anesthesiology	AMN Healthcare Solutions	Initial FPPE Membership and Privileges
16	Nguyen	Minh	M.D.	10/28/2026 - 11/01/2027	Medicine	Physical Medicine & Rehabilitation	Restorative Medicine, LLC	Initial FPPE Membership and Privileges
17	Russell	Noah	P.A.C	10/28/2026 - 10/01/2028	Family Medicine	Family Medicine	Mike O'Callaghan Military Medical Center	**Military Rotator**
18	Studley	Lora	APRN	10/28/2026 - 10/01/2028	Trauma	Critical Care	Mike O'Callaghan Military Medical Center	**Military Rotator**
19	VanBuren	Wendaline	M.D.	10/28/2026 - 05/01/2028	Radiology	Radiology	UMC Radiology	Initial FPPE Membership and Privileges
20	Vasikaran	Sachin	M.D.	10/28/2026 - 11/01/2027	Emergency Medicine	Pediatric Emergency/Trauma Emergency	UMC Pediatric Emergency Medicine	Initial FPPE Membership and Privileges
21	Wang	Fu	M.D.	10/28/2026 - 08/01/2028	Anesthesiology	Anesthesiology	AMN Healthcare Solutions	Initial FPPE Membership and Privileges

22	Whiteru	Uvie	M.D.	10/28/2026 - 07/01/2028	Anesthesiology	Anesthesiology	Medicus	Initial FPPE Membership and Privileges
23	Wolbrueck	Aaron	D.O.	10/28/2026 - 10/01/2028	Medicine	Internal Medicine	Mike O'Callaghan Military Medical Center	**Military Rotator**

B. REAPPOINTMENTS TO STAFF

1	Alexander	John	D.O.	11/01/2026-11/01/2028	Pediatrics	Pediatric Cardiology	Affiliate Membership and Privileges	Children's Heart Center Nevada
2	Alhushki	Waseem	M.D.	11/01/2026-11/01/2027	Pediatrics	Pediatric Hematology-Oncology	Affiliate Membership and Privileges	Cure 4 The Kids Foundation
3	Aquino	Jose	M.D.	11/01/2026-11/01/2028	Medicine	Cardiology / Internal Medicine	Affiliate Membership and Privileges	Nevada Heart & Vascular Center
4	Belete	Hewan	M.D.	11/01/2026-11/01/2028	Anesthesiology	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
5	Ben-Rey	Zvia	APRN	11/01/2026-11/01/2028	Medicine	Nephrology	APP Active Independent Membership and Privileges	Kidney Specialists of Southern Nevada
6	Bonney	Caitlin	M.D.	11/01/2026-11/01/2028	Emergency Medicine	Adult Emergency Medicine, Medical Toxicology	Affiliate Membership and Privileges	UMC Emergency Medicine
7	Bruce	Willie	D.O.	11/01/2026-11/01/2028	Ambulatory Care	Quick Care	Affiliate Membership and Privileges	UMC-Nellis Quick Care
8	Casper	David	M.D.	11/14/2026-11/14/2028	Radiology	Teleradiology	Affiliate Initial FPPE Membership and Privileges	Real Radiology
9	Christian	Ana	M.D.	11/01/2026-11/01/2027	Surgery	General Surgery	Affiliate on Leave of Absence	UNLV Health

10	Engelhardt	Mary	APRN	11/01/2026-11/01/2027	Obstetrics and Gynecology	Certified Nurse Midwife	APP Independent Membership and Privileges	UNLV Health
11	Greenhalgh	Angela	APRN	11/01/2026-11/01/2028	Orthopaedic Surgery	Orthopaedic Surgery	APP Dependent Privileges	UMC Orthopedic & Spine Institute
12	Guest	Rachel	M.D.	11/01/2026-11/01/2028	Surgery	Plastic Surgery	Affiliate Membership and Privileges	UNLV Health
13	Gupta	Sumit	M.D.	11/01/2026-11/01/2027	Pediatrics	Pediatric Hematology-Oncology	Affiliate Membership and Privileges	Cure 4 The Kids Foundation
14	Harris	Melanie	PAC	11/01/2026-11/01/2028	Neurosurgery	Neurosurgery	APP Dependent Privileges	The Spine and Brain Institute
15	Horning	Sandra	M.D.	11/01/2026-11/01/2028	Pediatrics	General Pediatrics	Active Membership and Privileges	UMC Pediatrics
16	Lee	Diana	M.D.	11/01/2026-11/01/2028	Medicine	Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
17	Lei	KaChon	M.D.	11/01/2026-11/01/2028	Medicine	Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
18	Manuel	Chris Martin	D.O.	11/01/2026-11/01/2028	Medicine	Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
19	Marchand	Arturo	M.D.	11/01/2026-11/01/2028	Medicine	Cardiovascular Disease, Interventional Cardiology	Affiliate Membership and Privileges	Nevada Heart & Vascular Center
20	Martin	Kate	M.D.	11/01/2026-11/01/2028	Family Medicine	Family Medicine	Active Membership and Privileges	UNLV Health
21	Mays	Warren	M.D.	11/01/2026-11/01/2028	Radiology	Diagnostic Radiology	Affiliate Membership and Privileges	UMC Radiology
22	Mehdi	Qasim	M.D.	11/01/2026-11/01/2028	Medicine	Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care

23	Opimo	Anthony Brando	APRN	11/01/2026-11/01/2028	Family Medicine	Family Medicine	APP Active Independent Membership and Privileges	UMC
24	Palone	Tina	APRN	11/01/2026-11/01/2028	Medicine / Ambulatory Care	Internal Medicine/	APP Active Independent Membership and Privileges to **APP Independent Membership and Privileges**	UMC Hospitalists
25	Pankewycz	Oleh	M.D.	11/01/2026-11/01/2028	Medicine	Nephrology	Affiliate Membership and Privileges	UMC Center for Transplantation
26	Patel	Kushal	D.O.	11/01/2026-11/01/2027	Medicine	Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
27	Raroque	Jennifer	M.D.	11/01/2026-11/01/2028	Medicine	Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
28	Reyes	Dahna	M.D.	11/01/2026-11/01/2028	Pediatrics	Neonatology	Active Membership and Privileges	UMC Neonatology Unit
29	Ribeiro	Phillip	M.D.	11/01/2026-11/01/2028	Medicine	Nephrology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Kidney Specialists of Southern Nevada
30	Shah	Suparna	M.D.	11/01/2026-11/01/2028	Surgery	Otolaryngology	Affiliate Membership and Privileges	UNLV Health
31	Shindruk	Averyl	M.D.	11/01/2026-11/01/2028	Emergency Medicine	Adult Emergency Medicine	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
32	Singh	Amarjit	M.D.	11/01/2026-11/01/2028	Family Medicine	Family Medicine	Affiliate Membership and Privileges	Comprehensive Wound Care LLC
33	Slocum	Joshua	M.D.	11/01/2026-11/01/2028	Anesthesiology	Anesthesiology	Active Membership and Privileges	UMC Anesthesia

34	Veeraraghavan	Srivathsa	M.D.	11/01/2026-11/01/2028	Radiology	Diagnostic Radiology	Affiliate Membership and Privileges	UMC Radiology
35	Vollers	Agata	M.D.	11/01/2026-11/01/2028	Anesthesiology	Anesthesiology & Trauma Anesthesiology	Active Membership and Privileges to **Affiliate Membership and Privileges**	UMC Anesthesia
36	Walker	Don	M.D.	11/01/2026-11/01/2028	Emergency Medicine	Pediatric Emergency Medicine	Affiliate Membership and Privileges	UMC Pediatric Emergency Medicine

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Aquino	Jose	M.D.	11/01/2026-11/01/2028	Medicine	Cardiovascular Disease, Internal Medicine	**Withdraw Privilege:** - Internal Medicine
2	Bruce	Willie	D.O.	11/01/2026-11/01/2028	Ambulatory Care	Quick Care	**Withdraw Privilege:** - Telemedicine
3	Christian	Ana	M.D.	11/01/2026-11/01/2027	Surgery	General Surgery	**Withdraw Privilege:** - Spy Glass and Hemic & Lymphatic system
4	Engelhardt	Mary	APRN	11/01/2026-11/01/2027	Obstetrics and Gynecology	Certified Nurse Midwife	**Withdraw Privileges:** - Certified Nurse Midwife (CNM) privileges // CNM, APRN, or PA // Vaginal privileges
5	Guest	Rachel	M.D.	11/01/2026-11/01/2028	Surgery	Plastic Surgery	**New Privilege:** - Telemedicine (ORTHO DOP)
6	Horning	Sandra	M.D.	11/01/2026-11/01/2028	Pediatrics	General Pediatrics	**New Privilege:** Moderate Sedation (Proctored 4 procedures)
7	Lei	KaChon	M.D.	11/01/2026-11/01/2028	Medicine	Internal Medicine	**Withdraw Privilege:** - Cardioversion-Emergent
8	Marchand	Arturo	M.D.	11/01/2026-11/01/2028	Medicine	Cardiovascular Disease, Interventional Cardiology	**New Privileges:** - Moderate Sedation // Percutaneous Coronary Artherectomy **Withdraw Privileges:** - Peripheral Angiography and Intervention -- Peripheral Atherectomy - Peripheral Vascular Transluminal Angioplasty, - Percutaneous Transluminal Angioplasty/Stent Placement (PTA-Peripheral/Atherectomy/Thrombectomy)

9	Palone	Tina	APRN	11/01/2026-11/01/2028	Ambulatory & Medicine	Telemedicine & Internal Medicine	**Withdraw Privilege(s):** All Ambulatory Medicine Privileges (**Telemedicine only**)

D. MODIFICATION OF PRIVILEGES

1	Cana	Jhoanne	M.D.	Pediatrics	Pediatric Critical Care	Modification of Privilege - **New Privilege**: Nitrous Oxide Sedation
2	Guerrero	Manrique	D.O.	Surgery	General Surgery/Trauma Surgery	Modification of Privilege - **Withdraw Privileges:** - Hyper-alimentation // Emergency vascular repair (General Surgery DOP)
3	Kulkarni	Hrishikesh	M.D.	Medicine	Critical Care/Pulmonary	Modification of Privilege - **New Privilege**: Endobronchial ultrasound-guided transbronchial needle aspiration (EBUS TBNA radial or convex probe)
4	Saqueton	Consolacion	M.D.	Pediatrics	Pediatric Critical Care	Modification of Privilege - **New Privilege:** Nitrous Oxide Sedation

E. EXTENSION OF INITIAL FPPE

1	Carmichael	Peter	M.D.	Surgery	Vascular Surgery	Extend Initial FPPE Privileges through March 2027 due to not being able to provide cases.
2	Chen	Li-Chien	D.O.	Medicine	Infectious Disease	Extend Initial FPPE Privileges through March 2027 due to not being able to provide cases.
3	Hooshmand	Babak	M.D.	Medicine	Infectious Disease	Extend Initial FPPE Privileges through March 2027 due to not being able to provide cases.

F. EXTENSION OF INITIAL FPPE(DEPT-PRIV)

1	Berry	Keith	M.D.	Surgery	General Surgery/Trauma Surgery	Extend Modification of Privilege - New Privilege: Laparoscopy (Trauma Surgery DOP) through March 2027 due to not being able to provide cases.
2	Khan	Shahabuddin	M.D.	Medicine	Cardiology	Extend Modification of Privilege - New Privilege: Invasive Cardiology Core through March 2027 due to not being able to provide cases.

G. STATUS CHANGE: INITIAL FPPE

1	Apel	Matthew	M.D.	Surgery	General Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
2	Brown	Bradly	M.D.	Anesthesiology	Anesthesiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
3	Contreras	Francisco	M.D.	Radiology	Teleradiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
4	Eisert	Jacob	M.D.	OBGYN	OBGYN	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
5	Kliassov	Evelyna	M.D.	Pathology	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
6	Lay	Lindy	D.O.	Medicine	Psychiatry	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
7	Robinson	Lamar	M.D.	Radiology	Teleradiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
8	Siddiqui	Usama	M.D.	Medicine	Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privilege**s - Completion of FPPE

H. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Bahr	Brigham	D.O.	Surgery	General Surgery	Completion of FPPE - New Privilege: Da Vinci Robot
2	Flynn	Elissa	PAC	Surgery	General Surgery/Trauma Surgery	Completion of FPPE - - New Department: Trauma-Surgery New privileges: CORE // Trauma General Surgery - Assist in - Integumentary System // Gastrointestinal Tract // Assist with General Laparoscopic Surgery // Provide burn care // PAC: First Assist // Interpretation of arterial blood gas and ventilator changes.

I. LEAVE OF ABSENCE - REQUEST

1	Bahr	Brigham	D.O.	Surgery	General Surgery	UNLV Health	Affiliate Membership and Privileges to **Affiliate on Leave of Absence**
2	DiFabio	Rebecca	M.D.	Emergency Medicine	Adult Emergency Medicine/Trauma Emergency Medicine	Mike O'Callaghan Military Medical Center	Affiliate Membership and Privileges to **Affiliate on Leave of Absence**
3	Inman	Brannon	M.D.	Medicine	Critical Care/Pulmonary /Emergency Medicine Adult Emergency/Trauma Emergency Medicine	Mike O'Callaghan Military Medical Center	Affiliate Membership and Privileges to **Affiliate on Leave of Absence**

J. LEAVE OF ABSENCE - RETURN

1	Kinsey	Taylor	M.D.	Anesthesiology	Anesthesiology	Mike O'Callaghan Military Medical Center	Return from LOA - Affiliate on Leave of Absence to **Affiliate with Membership and Privileges**

K. RESIGNATION

1	Bonnaig	Jean-Victor	M.D.	Radiology	Teleradiology	Medicus Healthcare Solutions	Voluntary Resignation
2	Bradley	Royal	APRN	Ambulatory Care	Quick Care	UMC-Centennial Quick Care	Voluntary Resignation
3	Daulat	Shilpa	M.D.	Ambulatory Care	Quick Care	UMC-Centennial Quick Care	Voluntary Resignation
4	Fong	Taylor	PAC	Orthopedic Surgery	Orthopedic Surgery	Cure 4 the Kids Foundation	Voluntary Resignation
5	Khan	Zubair	M.D.	Medicine	Cardiology	Nevada Heart & Vascular Center	Voluntary Resignation
6	Littlejohn	Lori	CRNA	Anesthesiology	Anesthesiology	Mike O'Callaghan Miliary Medical Center	Voluntary Resignation
7	Praske	Steven	D.O.	Medicine	Pulmonary Medicine/ Respiratory Care	Mike O'Callaghan Military Hospital	Voluntary Resignation

8	Rodriguez	Laura	PAC	Orthopedic Surgery	Orthopedic Surgery	UMC Orthopedic & Spine Institute	Voluntary Resignation
9	Rudnitsky	Benjamin	M.D.	Medicine	Nephrology	NKDHC	Voluntary Resignation
10	San Jose	Joselito	APRN	Ambulatory Care	Primary Care	Intermountain Healthcare	Voluntary Resignation
11	Singla	Rohit	M.D.	Radiology	Teleradiology	Medicus Healthcare Solutions	Voluntary Resignation
12	Tomlinson	Richard	M.D.	Medicine	Internal Medicine	Mike O'Callaghan Miliary Medical Center	Voluntary Resignation
13	Tselikis	Nicholas	M.D.	Medicine	Cardiology	Nevada Heart & Vascular Center	Voluntary Resignation
14	Ucab	Alvin	APRN	Ambulatory Care	Primary Care	Intermountain Healthcare	Voluntary Resignation
15	Watkins	Madelynn	M.D.	Surgery	General Surgery	UNLV Surgery	Voluntary Resignation

L. ADJOURNMENT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Policies and Procedures**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the UMC Governing Board approve the UMC Policies and Procedures Committee's activities of August 5, 2026 and September 2, 2026, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board shall approve the August and September 2026 policies and procedures, including the recommended creation, revision, and/or retirement of UMC policies and procedures.

Cleared for Agenda
October 28, 2026

Agenda Item #
5

August 5, 2026 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 77 Approved, 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Pavement Burn Algorithm	Revised	Approved as Submitted	Reviewed with Medical Director, no changes at this time.
Friction Burn Algorithm	Revised	Approved as Submitted	Reviewed with Medical Director, no changes at this time.
Methemoglobinemia Guideline	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager, Burn Medical Director: Dr. Nizamani and ACNO.
Administration of FIT Testing for N95 Respirators	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Infection Prevention and Medical Director of Infectious Disease.
Obtaining Medications from Automated Dispensing Cabinet	Revised	Approved as Submitted	Scheduled review; no changes. Vetted by Pharmacy Director.
Adult Pharmacist Anticoagulation Protocol	Revised	Approved as Submitted	Scheduled review; no changes. Vetted by Pharmacy Director.
Use and Care of Equipment	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by EVS Director, Infection Prevention Director and Executive Director of Support Services.
Official Use of Vehicle	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Public Safety Manager and Director.
Parking Policy	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Public Safety Manager and Director.
Powered Industrial Truck (PIT) Safety Program	Revised	Approved as Submitted	Policy checked against the standard with no content changes. Grammatical and formatting changes only. Vetted by EOC Committee and Safety Program Manager.
Conflict Management – Medical Staff Services	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by the Executive Director of Medical Staff.
Physician/Advanced Practice Professional Verification & Notification of Privileges	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by the Executive Director of Medical Staff.
Titration of Medications	Revised	Approved as Submitted	No change with current policy at this time. Reviewed and approved by Critical Care Directors, Managers, Pharmacy and ACNO.
Medical and Neuroscience Surgical Intensive Care Unit	Revised	Approved as Submitted	No change with the current policy. Vetted by Clinical Managers, Critical Care Director, Medical

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
(MICU/NSICU) Criteria for Triage, Admission and Discharge			Director of Critical Care Services, Dr Kush Modi and ACNO.
Family Member Presence During Procedures	Revised	Approved as Submitted	No change in current policy. Vetted by Clinical Directors, Director of ED and Clinical Managers.
Adult ICU – Bedside Percutaneous Tracheostomy Performed in Intensive Care Unit (ICU PT)	Revised	Approved as Submitted	No changes with the current policy. Vetted by Director of Critical Care Services, Medical Director of Critical Care Dr. Kush Modi, Dr. Arthur Romero, Director of Respiratory Services and ACNO.
Pediatric CRRT Citrate Anticoagulation	Revised	Approved as Submitted	No changes. Vetted by PICU Clinical Manger, Yuliya Peet-Hayes, Maternal Child Services Director and ACNO.
Pediatric Continuous Renal Replacement Therapy (CRRT) Procedures and Guideline	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by PICU department, PICU Clinical Manager, Yuliya Peet, Maternal Child Services Director and ACNO.
Pediatric CRRT Nursing Management	Revised	Approved as Submitted	No changes. Vetted by PICU Clinical Manager, Yuliya Peet-Hayes, Maternal Child Services Director and ACNO.
Respiratory - Documentation of Therapy	Revised	Approved as Submitted	Reviewed. No changes required. Vetted by Cardiopulmonary Director and ACNO.
Difficult Airway Status, Identification and Communication	Revised	Approved as Submitted	Reviewed. Edits made to clean up verbiage. No change to process. Reviewed with Director of Patient Safety for agreement on the edits. Vetted by Cardiopulmonary Director and ACNO.
Continuous Albuterol with Ultrasonic/Vibrating Mesh Nebulizer	Revised	Approved as Submitted	Reviewed. No changes required. Reflects current practice. Vetted by Cardiopulmonary Director and ACNO.
NICU / PICU – Chest Physiotherapy	Revised	Approved as Submitted	Reviewed. No changes required. Reflects current practice. Vetted by Cardiopulmonary Director and ACNO.
Anesthesia Awareness	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Anesthesia Manager, Anesthesia Medical Director, Surgical Services Medical Director and ACNO.
General Adult Hemodialysis Orders/ Emergency Room Patients Flow	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Med Surg Services Director and ACNO.
Notification of Legal Guardian of Minor Patients	Revised	Approved as Submitted	Reviewed statutes, no updates. Vetted by: PER Clinical Director, PER Medical Director, Peds Dept. Meeting Stakeholders and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Visitation During C-Section in the Labor & Delivery ORs	Revised	Approved as Submitted	No changes or update needed. Vetted by Perinatal Manager, Maternal Child Services Director and ACNO.
Surgical, Operative, and Invasive Procedure Attire	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Peri-op Manager and Surgical Services Medical Director.
Perioperative Fire/Disaster Evacuation Plan	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Perioperative Services Manager and Surgical Services Medical Director.
Transportation and Pretreatment of Contaminated Medical Instruments	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Sterile Processing Manager, Peri-Op Services Manager and Surgical Services Medical Director.
Use of Medivators Advantage Plus – Endoscope Reprocessor	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Sterile Processing Manager, Peri-Op Services Manager and Surgical Services Medical Director and ACNO.
Flexible Endoscope Reprocessing in the G.I. Endoscopy Lab/Surgical Services	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Sterile Processing Manager, Surgical Services Medical Director and ACNO.
Immediate Use Steam Sterilization (IUSS)	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Sterile Processing Manager, Surgical Services Medical Director and ACNO.
Processing Loaner Instrumentation/Trays	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Sterile Processing Manager, Surgical Services Medical Director and ACNO.
Insurance Defense Audits	New	Approved as Submitted	This is a new policy that establishes a standard process for managing audit requests from insurance companies. Vetted by the Director of Managed Care and the Director of Patient Accounting.
Billing and Collections	Revised	Approved as Submitted	Added language and references commensurate with UMCSN's EMTALA P/P.
Productivity and Quality Monitoring	Revised	Approved as Submitted	Updated benchmark requirements for Quality, approved by the Patient Accounting Director, Assistant Director, and Patient Account Managers.
Personnel Competency Training and Validation (Initial and Ongoing) in the IV Room	Revised	Approved as Submitted	Moved competency requirements into tables. Re-worded for clarity. Updated reference. Vetted by Director of Pharmacy.
Compounded Sterile Preparation Labeling	Revised	Approved as Submitted	Updated title to Compounded Sterile "Preparation." Removed duplicate labeling requirements. Separated requirements for all

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			CSPs and those that apply as applicable. Added compounding facility name and contact information requirement for CSPs sent outside of the healthcare system. Added requirements for fixing errors on labeling. Clarified 4-hour time period for administration of immediate-use CSPs. Updated definitions. Vetted by Director of Pharmacy.
Beyond-Use Dating	Revised	Approved as Submitted	Updated examples that are not considered compounding. Defined temperature ranges for non-sterile compounding table. Updated definitions. Vetted by Director of Pharmacy.
Hazardous Medication Handling in the Pharmaceutical Department	Revised	Approved as Submitted	Specified when additional precautions are needed for NIOSH Table 1 antineoplastics and HDs as designated by an AoR. Added PPE table for pharmacy personnel. Updated definitions and references.
IV Room Air/Surface Testing & Remediation Procedures	Revised	Approved as Submitted	Updated purpose statement. Re-worded for clarity. Referenced lab procedure for incubation of pharmacy samples. Added appendix of facility sampling plan. Vetted by the Assistant Director of Pharmacy.
Maintenance and Use of Biological Safety Cabinet	Revised	Approved as Submitted	Updated Scope. Added the use of Peridox and PAPR instead of a fullfaced HEPA-filtered respirator for cleaning. Removed maintenance of documentation for life of the equipment since it has been removed from NAC 639.6701. Updated definitions. Updated References and removed NAC 639.6705 as it has been repealed. Vetted by Director of Pharmacy.
Intrathecal Preparation	Revised	Approved as Submitted	Updated references. Vetted by Director of Pharmacy.
Crash Cart and Emergency Code Supplies – Requisition and Maintenance Of	Revised	Approved as Submitted	General clarifications, changed to OR supply chain for supply restocking, added Code Blue Committee into process for drug changes. Vetted by Director of Pharmacy.
Hazardous Drug Safety Plan	Revised	Approved as Submitted	Removed high-risk and low-risk categorization for hazardous medications. Removed sections only applicable to pharmacy and added to the appropriate pharmacy policy. Revised to specify hazardous biotherapy. Updated definitions and references. Vetted by Director of Pharmacy.
Pharmaceutical Research Studies	Revised	Approved as Submitted	Clinical Trials Department changed to Clinical Trials Office. Minor changes in verbiage under Drug Storage #2 to enhance clarity. Updated

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			verbiage around patient personal medication policy to reflect its current name. Vetted by Director of Pharmacy and Director of Research.
Clinical Bedside Swallow Evaluation Guideline (Adult)	Revised	Approved with Revisions	Updated related policies; added related procedures; updated references. Vetted by Rehab Services Director and ACNO.
Point of Care QA/QM	Revised	Approved as Submitted	Clarified manager vs. supervisor roles and responsibilities. Added section to address QC frequency when test conditions are outside of manufacturer ranges. Corrected formatting of bullet points in several locations. Updated Personnel Requirements. Added East Charleston, Infusion Clinic, CSC, 6 North, Radiology Services and UDS testing. Removed LAS, Rancho, Chest Pain Unit (CPU) location. Updated Urinalysis analyzer to Clinitek Status Plus.
Directory of Hospital Patients	Revised	Approved as Submitted	Changed Manual to Privacy from Compliance and Privacy. Clarified that guardian-requested restrictions result in "Not for Publication" status with a password provided to the guardian. Additional minor non-substantive edits were made for clarity and formatting. Vetted by Privacy Officer.
PHI Disclosures for Public Health Activities	Revised	Approved as Submitted	Routine review to ensure alignment with current HIPAA and Nevada public health reporting requirements. Added clarification regarding protection of substance use disorder (SUD) treatment records under 42 CFR Part 2 and other specially protected information. Updated communicable disease reporting requirements, disclosure accounting, minimum necessary language, and applicable legal references. Minor revisions made to improve clarity, readability, and flow. Vetted by Privacy Officer.
Workplace Violence (WPV) Risk Assessment	Revised	Approved as Submitted	No changes to policy. Minor scoring changes to the matrix for OR and PACU, which does not affect the average risk score. Vetted by Public Safety Manager and Director.
Control of Hazardous Energy Program (Lockout/Tagout)	Revised	Approved as Submitted	Added new definitions, updated content within the policy, and checked grammar and punctuation. Vetted by EOC Committee.
Standards of Basic Nursing Care-ICU	Revised	Approved with Revisions	Added in the guidelines "Focused reassessment, updated suicide screening clarity of pain and RASS verbiage. Updated equipment daily

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			change. Added updated references .Vetted by Clinical Directors, Clinical Managers and ACNO.
Child Life Specialists Standards of Care	Revised	Approved as Submitted	Clean up and consult changes for work flow. Vetted by Pediatric Manager.
Pediatric Standards of Care	Revised	Approved as Submitted	New guideline based on 2026 standards to replace previous version. Vetted by Pediatric Clinical Manager, Maternal Child Services Director and ACNO.
Umbilical Arterial Catheters	Revised	Approved as Submitted	Changed umbilical tape to umbilical tie. Changed to all fluids should contain at least 0.5 units of heparin. Changed from 3 cm mark to 5 cm mark. Added wait 5 minutes. Vetted by NICU Manager, Maternal Child Services Director and ACNO.
Umbilical Venous Catheters	Revised	Approved as Submitted	Changed umbilical tape to umbilical tie. Clarification on change of tubing frequency for solutions. Centers for Disease Control and Prevention for further reference. Vetted by NICU Clinical Manager, Maternal Child Services Director and ACNO.
Infant Massage	Revised	Approved as Submitted	Edited wording on a few sentences. Otherwise remains correct. Vetted by NICU Manager, OT/PT, Maternal Child Services Director and ACNO.
Swaddled Bathing Guidelines	Revised	Approved as Submitted	Procedure remains the same, Updated references. Vetted by NICU and OT/PT, Maternal Child Services Director and ACNO.
CT Scan – Use in the Trauma Center	Revised	Approved as Submitted	Added "The CT activations will have final reads within 12 hours of imaging completion." Vetted by Radiologic Services Director, Trauma Manager, Critical Care Director and ACNO.
Geriatric Trauma Treatment Guidelines	Revised	Approved as Submitted	Changed "within 24 hours of injury" to "within 48 hours of injury" in guideline so it is consistent with the attached algorithm/workflow. Vetted by Trauma Clinical Manager, Critical Care Director Trauma and ACNO.
Adult Whole Blood Massive Transfusion Guideline in Trauma Patients	Revised	Approved as Submitted	Policy changed at the request of the Whole Blood Subcommittee of the Transfusion Safety Committee, to include male and female trauma patients > 18 years old. Vetted by Whole Blood Subcommittee, Trauma Program Manager, Critical Care Director and ACNO.
Pediatric Gastrostomy Tube Care	Revised	Approved as Submitted	Vetted by Department of Pediatrics with revisions to the procedural section consistent

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			with current practice / standards of care. Reformatted with editorial changes by Quality/Safety/Regulatory Officer.
Pediatric Extracorporeal Membrane Oxygenation (ECMO)	Revised	Approved with Revisions	Policy Updates. Vetted by PICU Manager, Maternal Child Services Director, ACNO and Dr. Dugan.
Respiratory - Reporting Adverse Situations	Revised	Approved with Revisions	Reviewed. Changed language to remove reference to old safety event reporting system. No additional changes. Vetted by Cardiopulmonary Director and ACNO.
Respiratory - Infection Control Guidelines	Revised	Approved as Submitted	Reviewed. Edited to reflect current practice of wiping high touch areas of ventilators once per shift. Also, added language regarding following manufacturer's IFU regarding routine ventilator circuit changes. No additional changes. Vetted by Cardiopulmonary Director and ACNO.
Follow Up Phone Calls to Acute Coronary Syndrome (ACS) and Elective Percutaneous Coronary Intervention (PCI) Patients	Revised	Approved as Submitted	Policy scope update, phrasing and formatting changes. Vetted by Cardiology Clinical Manager, Cardiopulmonary Services Director and ACNO.
Cardiac Exercise Stress Test – Inpatient and Outpatient	Revised	Approved as Submitted	Grammatical changes, spelled out acronyms, updated and added references. Reviewed with the Clinical Manager of disease specific programs, agree with edits made. Reflects current practice, no substantive change to the body of the policy. Vetted by Clinical Manager, Disease-Specific Programs, Cardiopulmonary Director and ACNO.
Identification and Notification of the Responsible Provider of Abnormal Pediatric Vital Signs	Revised	Approved as Submitted	No vital sign changes, updated reference to 2025 PALS guidelines. Vetted by: PER Clinical Director, PER Medical Director, Peds Dept. Meeting Stakeholders and ACNO.
Rapid EKG Assessment of Patients with Possible Acute Coronary Syndrome (ACS)	Revised	Approved as Submitted	Defined EKG technician. Updated reference. Removed the section related to when to repeat an EKG in 15 minutes since it is at the discretion of the physician reading the initial EKG. Right-sided EKG to be performed: added when indicated by the physician. AHA parameters added to update when to apply oxygen for hypoxia. Vetted by ED Critical Care Director, ED Medical Directors, Cardiology Program Coordinator, Chief of Cardiology and ACNO.
Temporary Implanted Local Pain Management System	Revised	Approved as Submitted	Clarified verbiage for clinical use of Ambit device. Added Alarms/Signals Troubleshooting section. Reviewed by Dr. Hu, Anesthesia

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Medical Director, Surgical Services Medical Director and ACNO.
Critical Congenital Heart Disease (CCHD) Screening in the Newborn	Revised	Approved as Submitted	Updated references. Updated new recommendations and algorithm. Vetted by APRN's, NICU, Perinatal Leadership, and ACNO.
Admission of Well Newborn	Revised	Approved with Revisions	Added Lippincott resources. Fixed spelling errors. Otherwise procedure remains the same. Vetted by NICU Manager, Maternal Child Services Director and ACNO.
Transplant Organ Check-in Process	Revised	Approved as Submitted	Changes made: PURPOSE updated to reference full OPTN name and simplified compliance language. Clarified Communication and Responsibility documentation workflow (Epic and TransNet validation). Expanded Chain of Custody documentation requirements including required matching delivery/receipt times. Clarified 1-hour host OPO notification requirement for discrepancies. Added explicit requirement that intended recipient must be physically present in the OR prior to verification. Added explicit timing requirement that verification must occur prior to anastomosis of the first organ. Formalized ABO time-out process with required structured verbal confirmation elements. Added mandatory read-back of ABO verification data entered into Epic. Clarified required Epic documentation elements including donor UNOS ID, organ, laterality, and ABO type. Added explicit Epic attestation requirement prior to implantation. Added new Patient Safety Reporting section outlining escalation and OPTN reporting requirements. Vetted by Perioperative Services Manager, Surgical Services Medical Director and ACNO.
Cleaning and Disinfection of Liva Nova 3T Heater/Cooler Device	Revised	Approved with Revisions	Updated monitoring to in-house and "Director" to "Manager" in bullet #6 under policy. Vetted by Peri-Op Services Manager and Surgical Services Medical Director.
Morrison Policy Procedure Manual 2026	Revised	Approved as Submitted	Updated manual. Vetted by Clinical Nutrition Manager.

September 2, 2026 Hospital Policy / Procedure Committee
As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.
Total of 62 Approved, 19 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Restraints	Revised	Approved as Submitted	Updated to clarify that each episode of violent restraints requires a provider face-to-face evaluation. Vetted by CQPS.
Chemotherapy/Biotherapy RN Certification/Recertification Process in Oncology and RN Training/Competency Process for Chemotherapy/Biotherapy in the Non-Oncology Setting	Revised	Approved as Submitted	Changes made to the following sections: Under Procedure: ONS Chemotherapy/Immunotherapy Provider card Under Certification Process: Changed to Antineoplastic Therapy Chemotherapy Administration Competency Record. Clinical Practicum Evaluation Part I: Revised title of chemotherapy biotherapy verification checklist; updated form number for (Form # MRU02780 English/MRU02781 Spanish) Added 9-19 Clinical Practicum Evaluation Part II: Removed #4; updated #5 and 12; made changes under Note Under recertification: ONS Chemotherapy/Immunotherapy ONS and APHON Provider cards will be given to Clinical Managers Under Definitions: added "immunotherapy" under "biotherapy" used in cancer care and non-oncology indications. Under References: updated references to include Hazardous Drug Spill Management (replaced Cytotoxic Spill Management policy). Vetted by Research and Analysis Clinician and ACNO.
Informed Consent and Patient Education in the Oncology and Non-Oncology Setting	Revised	Approved as Submitted	Under Procedure: Safe management of chemotherapy in the home (e.g. ONS 2024 Figure 25 p. 101 Patient and Family/Caregiver Education for the Safe Handling of Hazardous Drugs Under Definitions: added NCI 2023 definition of biotherapy Under References: updated. Vetted by Research and Analysis Clinician and ACNO.
Diet Manual 2026 Updates	Revised	Approved as Submitted	Updated 2026 Nutrition Care Manual Across the Continuum of Care. Vetted by Food and Nutrition (Dietary).

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Standards of Basic Nursing Care Medical-Surgical-Telemetry	Revised	Approved with Revisions	Provided clarity on ADLs and LDAs and removed policy references. Vetted by Directors of Med/Surg Services and ACNO.
Trauma Activation Criteria	Revised	Approved as Submitted	Full and Intermediate Activation Criteria Policies merged into one policy. Criteria separated into Adult, Pediatric and Geriatric classifications. Criteria update to be consistent with National Guidelines for the Field Triage of Injured Patients. Criteria approved by Trauma, Emergency Medicine, and Pediatric Emergency Medicine, and Pediatric Critical Care leadership. Policy approved at Trauma Department Operations Committee.
Emergency Airway Management Guideline	Revised	Approved as Submitted	Scheduled review. No changes. Vetted by Trauma Program Manager, Clinical Director Critical Care Services – Trauma and ACNO.
Restricted Extremity Identification	New	Approved as Submitted	New policy. Vetted by PACU Clinical Manager, Surgical Services Director and ACNO.
Prevention of Retained Surgical Items	Revised	Approved as Submitted	Removed "(See Attachment 1)", pg 4, section F. Removed "Establish mechanisms for reporting retained device fragments" and added "Report retained device fragment, via the patient safety event reporting system", pg 10, #5, section C. Removed "Health care organizations will define needle size limit criteria where radiographs will effectively assist in identifying retained needles" and added Intraoperative radiography is highly reliable for detecting standard-caliber suture needles (3–0 to 6–0), its diagnostic performance declines sharply for finer micro-surgical needles, of 7–0 caliber and smaller. Pg 11, #7, section D, bullet #10. Vetted by Peri-Op Services Manager, Surgical Services Medical Director and ACNO.
Patient and Insurance Refunds	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Accounting Director and CFO.
Patient Inquiry and Resolution Process	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Accounting Director and CFO.
Ambulatory Care Scanning/Importing	Revised	Approved as Submitted	Added reporting data breaches due to scanning process. Vetted by Ambulatory Director and Executive Director.
Outpatient Clinics/ Critical Results Reporting	Revised	Approved as Submitted	Added process of notification of critical values after hours of operation. Vetted by Ambulatory Director and Executive Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Clinic Cancellation Notification	Revised	Approved as Submitted	Added scope to the scope of specialty clinics within Practice Plan. Replaced Smartforce with UKG. Vetted by Ambulatory Director and Executive Director.
Cross Coverage for Vacationing Providers	Revised	Approved as Submitted	Added pre-leave process as well assignment of covering provider, notification to leadership. Vetted by Ambulatory Director and Executive Director.
Ambulatory Care Radiology Orders and Reporting	Revised	Approved as Submitted	No changes, policy mirrors actual practice. Vetted by Ambulatory Director and Executive Director.
Ambulatory Care Transfer From UMC Quick Care to UMC Quick Care or to any Specialty Clinic	New	Approved as Submitted	This is a Policy to maintain a standardized process for transferring patients from QC to QC or within the enterprise. Vetted by Ambulatory Care Director and Executive Director and Urgent Care Medical Director.
Registration in Clinical Areas	Revised	Approved as Submitted	Added AR introduction and explanation of the registration process. Added Insurance verification and apply arm band to patient. Vetted by Ambulatory Director and Executive Director.
Ambulatory Admit/Discharge Supervisors On-Call	Revised	Approved as Submitted	Added communication protocol, escalation of calls. Vetted by Ambulatory Director and Executive Director.
Minors, Unsupervised in the Ambulatory Care Setting	Revised	Approved as Submitted	Added detail process on how to provide supervision of a child and needed documentation to support the care provided to the child, any positive or negative outcomes. Vetted by Ambulatory Director and Executive Director.
Prescription Forgery	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Ambulatory Care Clinical Director and Executive Director.
Scheduling Appointment Guidelines in Ambulatory Care	Revised	Approved as Submitted	Updated NPRN limitations. Vetted by Ambulatory Director and Executive Director.
Code Blue Procedures and Preparedness for Off-site Patient Care Areas	Revised	Approved as Submitted	Added patient provider as decision for termination/ transfer. Added debriefing after each incident. Added key principles of this policy. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Abnormal Results – Ambulatory Services	Revised	Approved as Submitted	Added definition of abnormal results and actionable results. Separated urgent care practice and primary care workflow process. Patient notification process of urgent abnormal

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			results. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Chief Complaint, Acceptable Terminology in Urgent Care	Revised	Approved as Submitted	Added specific staff members that policy applies. Added provider option to modify chief complaint in the encounter note. Added clear direction to do not utilize non approved abbreviations. Added first and second complaint Added, to do not use diagnosis as medical complaints, only if patient states, ensure appropriate documentation and suggested maximum length of chief complaint. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Ambulatory Care Clinical Documentation	Revised	Approved as Submitted	Added documentation of electronic signature, inform consent, plan of care of screening performed in clinic in providers notes, added documentation of exclusions, documentation of blood pressure inclusions and exclusions with uncontrolled blood pressure by CMS standards. Added Syphilis screening for pregnant woman and HIV. As well SDOH. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Fall Prevention and Fall Assessment in Outpatient Clinics	Revised	Approved as Submitted	Revised and approved policy updates as it pertains to Falls management in Primary Cares and Urgent Cares based on Evidence based practices, starting as patient enters our facilities. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Emergency Care of Eye Injuries	Revised	Approved with Revisions	Recommendation for use of steroid eye drops. Vetted by Ambulatory Services Director, Medical Director and Executive Director PAS & Ambulatory Care.
Telephone Etiquette	Revised	Approved as Submitted	Added importance of verification of identification before discussing PHI. Added next step when clinician is not available, added life changing calls, closing of the call, utilization of preferred names etc., do not provide medical or personal advise to patients. Added to do not promise any outcomes as it pertains to length of the visits etc. Added life changing calls. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Ambulatory Care Social Identifiers of Health Process	Revised	Approved as Submitted	Added Practice plan practices to the scope of the policy, including the specialty clinics. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Processing Patient Communication Requests	Revised	Approved as Submitted	Added call screening based on urgency, added escalation of calls to manager when received two calls from same patient within 24 hours. Added specific information about refills and opiates. Added basic steps to follow for suicidal calls. Added Quality measures for improvement. Reporting trends for improvement. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Visitors Accompanying Patients in Exam Rooms	Revised	Approved with Revisions	Added patient family center care to the purpose of the policy. Added confidentiality, safety, and nondiscriminatory statement as well of visitor rights. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Intake of Distressed Patient in Outpatient Clinics	Revised	Approved as Submitted	Change process from urgent care to outpatient clinics. Added process for syncopal episode, unresponsive patient etc. in the non-clinical areas. Add purpose to standardization of all practice plan clinics. Vetted by Ambulatory Services Director, Medical Director and Executive Director PAS & Ambulatory Care.
Evacuation Procedure for Offsite Clinics	Revised	Approved as Submitted	Added debriefing of the incident within 24 hrs after incident was closed. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Processing and Transfer of Quick Care Patients to a Higher Level of Service	Revised	Approved as Submitted	Added process for pediatric transfers. Added yards outside clinic doors for response to patient. Vetted by Ambulatory Services Director and Executive Director PAS & Ambulatory Care.
Cardiac Exercise Stress Test – Ambulatory Care	Revised	Approved as Submitted	Policy revised, changed revision date. Vetted by Ambulatory Services Director and Executive Director.
Scheduling, Registration and Securing Required Invoice Billing Documents for Occupational Medicine Accounts	Revised	Approved as Submitted	Added visit type identification. Vetted by Ambulatory Director and Executive Director.
GME Significant Disruptions in Patient Care and Education	Revised	Approved as Submitted	Edits made to include ACGME language. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Resident Accommodation for Disabilities	Revised	Approved as Submitted	Edits made to include ACGME language. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Discrimination	Revised	Approved as Submitted	Edits made to include ACGME language. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Grievances	Revised	Approved as Submitted	Edits made to include additional options for reporting grievances in an anonymous manner. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Harassment	Revised	Approved as Submitted	Updated to include additional ACGME requirement language for clarification purposes. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Non-Competition	Revised	Approved as Submitted	Minor edits made to provide clarity of the process. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Vendor Interactions	Revised	Approved as Submitted	Minor edits made to ensure policy template consistency, such as the addition of "fellow". Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Vacation and Leaves of Absence	Revised	Approved as Submitted	Updated to include additional ACGME requirement language for clarification purposes. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident and Fellow Recruitment, Eligibility, Selection and Appointment	Revised	Approved as Submitted	Minor edits include additional ACGME institutional requirement language. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Clinical and Educational Work Hours	Revised	Approved as Submitted	Minor edits made to include additional ACGME requirement language for clarification. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Moonlighting	Revised	Approved as Submitted	Minor edits made to include additional ACGME requirement language for clarification. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Resident Promotion, Appointment Renewal and Dismissal	Revised	Approved as Submitted	Minor edits made to include additional ACGME requirement language for clarification. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
GME Special Review Protocol	Revised	Approved as Submitted	Minor edits made to provide clarity of the process as well as deletion/addition of criteria for identifying

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			underperformance. Vetted by Academic Affairs Analyst and Academic and External Affairs Officer.
GME Closures and Reductions	Revised	Approved as Submitted	Minor edits made to provide clarity of the process. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
Peripheral Continuous Infusions of Vasopressors / Inotropes in Adult Patients	New	Approved as Submitted	New policy. Guidance for the peripheral administration of vasoactive agents. Vetted by Critical Care Committee and Pharmacy.
Medications for Opioid Use Disorder (MOUD)	Revised	Approved as Submitted	Formatting changes only. Vetted by Pharmacy.
Pharmacy Staffing	Revised	Approved as Submitted	Scheduled review; no changes. Vetted by Pharmacy.
Standard Transmission Based Precautions	Revised	Approved as Submitted	3-year review. Minimal changes. Added clause on electronic hand hygiene surveillance system. Grammar changes. Vetted by Director of Infection Prevention.
Influenza	Revised	Approved as Submitted	Minimal grammar changes. Verbiage regarding lingering symptoms added. Reference added. Vetted by Infection Control.
Airborne Precautions	Revised	Approved as Submitted	3- year review. Minimal changes. Removed TJC language. Formatting and grammar. Vetted by Director of Infection Prevention.
IV Administration and Therapy	Revised	Approved with Revisions	Updated continuous tubing change to 96 hours per IFU. Vetted by Director of Infection Prevention and ACNO.
Central Line Vascular Access Device – Adult	Revised	Approved with Revisions	Updated continuous tubing change to 96 hours per IFU. Vetted by Director of Infection Prevention and ACNO.
NICU/PICU Resuscitation	Revised	Approved as Submitted	Reviewed. No changes. Reflects current practice and process. Reviewed and approved by Pediatric Department Committee on 8/27/26.
Inhaled Nitric Oxide	Revised	Approved as Submitted	Reviewed. Updated to reflect current research related to iNO use in neonates. Added current reference material. Approved by Pediatric Department Committee on 8/27/26.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Physician & Non-Physician Provider Traditional Compensation Plan**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Increase Estimate Per Classification Type	Amount
Emergency Medicine Physicians	$480,000
Emergency Medicine Physicians P/D	$394,041.60
Total	$874,041.60

BACKGROUND:

The substantive changes to this Compensation Plan are:

- Revised effective date
- Revised Appendix 4

This Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their October 12, 2026 special meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 28, 2026

Agenda Item # **6**

2026

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN

UMC
UNIVERSITY MEDICAL CENTER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN

Revision Effective Date: November 1, 2026

Deleted: August 1, 2026

Original Implementation Date: July 1, 2023

Mason Van Houweling - Chief Executive Officer

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

Classifications

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

• Medical Director, Anesthesiologist	• Medical/Program Director, Radiologist
• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma	• Certified Registered Nurse Anesthetists (CRNA)
• Radiologist – Diagnostic, Interventional, Neurointerventional	• Radiology APP
• Medical Director, General Medicine Hospitalist • General Medicine Hospitalist	• Hospitalist APP
• Medical Director, Emergency Physician • Emergency Physician	[1]Core Faculty & Faculty

[1] *Residency Programs administered exclusively by UMC may have physicians within the above applicable classifications who are designated as Core Faculty & Faculty*

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

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

Fair Labor Standards Act (FLSA) Exemption

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

At-Will Employment

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

Voluntary Resignation

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

Compensation and Benefits

Compensation

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

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

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

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

Work Schedules

All full & part-time Physicians and Non-Physician Providers are salaried, exempt employees, while per-diem are hourly, non-exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status. Employees working 10-hour shifts under this compensation plan are expected to work a minimum of 130 additional hours through administrative/teaching time to be considered a full 1.0 FTE. Employees who are unable to meet the additional hourly requirement will be considered 0.9 FTE.

Unless otherwise set forth on the applicable service line Appendix, Employee's work schedules will be set by the Practice Plan Administrator or designee or as set forth in any at-will employment agreement or signed offer letter. Except as otherwise set forth herein, it is anticipated that full-time employees will work a minimum of fifteen (15) shifts per month, while part-time employees will work a minimum of seven (7) shifts per month. Notwithstanding the minimum shift requirement, it is understood that, based on the length of a calendar month, and service line specific scheduling requirements, the fifteen (15) shift requirement is an approximate amount and may be spread over a two-month period (or as much as five (5) pay periods) and the same will not violate the requirements under this section.

Extra Shift/Hours Compensation

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

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

On-Call Coverage

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

Annual Evaluations

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

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

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

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

Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs includes sick days, and leave of absence. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line. ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employees under this Compensation Plan will receive ALDs as follows:

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

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

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

Non-Physician Providers

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

Extended Illness Bank (EIB)

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

Miscellaneous Leaves

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

Group Insurance

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

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

Retirement

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

Continuing Medical Education (CME)

CME Stipend Program

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

Physician Core Faculty & Faculty

Employed UMC Physicians who are designated as Core Faculty or Faculty in a UMC residency program are eligible to participate in the CME reimbursement program (Reimbursement). Eligible employees will receive reimbursement of up to $5,000, less appropriate withholdings, on a calendar-year basis, for eligible CME-related costs. Eligible employees must sign the UMC CME Reimbursement Attestation form. At its sole discretion, UMC may identify other independent providers that qualify for the Reimbursement program. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership. Physicians under the Reimbursement plan are not eligible to participate in the CME stipend plan above.

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

Conflict of Interest:

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

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

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

Professional Standards:

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

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

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

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

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

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

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

Appendix 1*

Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

[1] Based on years of experience
*[2] On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.*
[3] EE must be on an On-call shift and called to return to facility to perform work
[4] Applicable only to those hired into a per-diem classification
[5] See extra shift/hours on page 2 of this document

Appendix 2*

Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range	Additional Work Shift Rate[5]	Additional On-Call Shift Rate[6]	Call-Back Rate[7]	Per Diem Rate[8]
Medical/Program Director[1]	$602,208-$876,158	See below	See below	See below	N/A
Associate Program Director[2]	$536,640 - $805,020	See below	See below	See below	N/A
Core Faculty[3]					
Diagnostic Radiologist	$454,884 - $794,033	EEs Regular Hourly Rate of Pay	$54.25 p/h	EEs hourly rate if on-call and called back to facility	N/A
Interventional Radiologist	$525,174 - $794,611		$55.77 p/h		N/A
Neuro-IR Radiologist	$470,331-$807,137		$58.33 p/h		N/A
Night Differential[9]	$50 p/h		N/A		N/A
Faculty[4]					
Diagnostic Radiologist	$495,214 - $821,842	EEs Regular Hourly Rate of Pay	$54.25 p/h	EEs hourly rate if on-call and called back to facility	N/A
Interventional Radiologist	$576,540 - $822,493		$55.77 p/h		N/A
Neuro-IR Radiologist	$514,842-$836,585		$58.33 p/h		N/A
Night Differential[9]	$50 p/h		N/A		N/A
Non-Academic					
Diagnostic Radiologist	$537,544 - $800,946		$54.25 p/h		$401 p/h
Interventional Radiologist	$627,906 - $811,844		$55.77 p/h		$411 p/h
Neuro-IR Radiologist	$559,353 - $810,947		$58.33 p/h		$403 p/h
Night Differential[9]	$50 p/h		N/A		$50 p/h
APP	$128,122 - $190,901		$13.00 p/h		$81 p/h

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

[1] Medical/Program Director compensation is based upon a 0.6 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to academic/administrative time. At a 0.6 CFTE, the Director will be responsible for nine (9) shifts per month. Note, compensation is subject to adjustment if the Director's specialty differs from neurointerventional radiology or interventional radiology.

[2] The Associate Program Director compensation is based upon a 0.7 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to academic/administrative time. At a 0.7 CFTE, the Associate Program Director will be responsible for eleven (11) shifts per month. Compensation is subject to adjustment if Associate Program Director's specialty differs from diagnostic radiology.

[3] Core Faculty compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE in the specialties identified in the categories listed. Core faculty is responsible for 13 clinical shifts per month.

[4] Faculty compensation is based upon a 0.9 Clinical FTE (CFTE) and the remainder of the 1.0 FTE in the specialties identified in the categories listed. Faculty is responsible for fourteen (14) clinical shifts per month.

[5] See extra shift/hours on page 2 of this document

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

[7] EE must be on an On-call shift and called to return to facility to perform work

[8] Applicable only to those hired into a per-diem classification. The hourly rates listed are not-to-exceed amounts.

[9] Night Shift differential paid an additional $50 per hour above the employee's regular hourly rate of pay for shifts starting at or after 7:00pm.

Appendix 3*

Hospitalist - Pay Grades/Ranges & Additional Compensation

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

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

[1] Based on years of experience
*[2] On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.*
[3] EE must be on an On-call shift and called to return to facility to perform work
[4] Applicable only to those hired into a per-diem classification
[5]See extra shift/hours on page 2 of this document

Deleted: ¶

Deleted: Appendix 4*¶
¶
Emergency Medicine - Pay Grades/Ranges & Additional Compensation¶
¶
Position ... [1]

Appendix 4*

Position	Base Salary Range	Additional Work Shift Rate[7]	Additional On-Call Shift Rate	Call-Back Rate	Per-Diem Shift Rate[8]
SPECIALTY – Emergency Medicine					
Non-Academic					
EM Medical Director[1]	$409,932 – 535,575	EEs regular hourly rate	N/A	N/A	N/A
(1.0 FTE) EM Physician[2]	$413,460- $474,290				$2,886 per shift
(0.9 FTE) EM Physician[3]	$392,400 - $451,800				
(PT) EM Physician *(1456 hrs.) **	$317,408- $365,456				
EM APP	$129,600- $160,200				
Academic					
Program Director[4]	$397,580 – $522,065				N/A
Associate Program Director[5]	$406,844 – $534,031				
Faculty[6]	$374,220 $504,570				

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

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

[1] Medical Director compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.8 CFTE, the Director will be responsible for thirteen (13) shifts per month with an additional administrative responsibility of a minimum of 130 hours outside of the required clinical shifts.
[2] 1.0 FTEs providing 10-hour shifts will be required to provide a minimum of an additional 130 hours of administrative duties throughout the year will qualify as a 1.0 FTE.
[3] 0.9 FTEs providing the full 15 shift allotment of 10-hour shifts but not providing any additional administrative time are classified as a 0.9 FTE.
[4] Program Director compensation is based upon a 0.5 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.5 CFTE, the Program Director will be responsible for seven (7) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 7 shifts).
[5] Associate Program Director compensation is based upon a 0.7 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.7 CFTE, the Associate Program Director will be responsible for eleven (11) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 4 shifts).
[6] Faculty compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.8 CFTE, the Faculty will be responsible for twelve (12) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 2 shifts).
[7] See extra shift/hours on page 2 of this document.

[8] Based upon an 8-hour shift. Applicable only to those hired into a per-diem classification.

Page 12: [1] Deleted **Kendrick Russell** **10/8/2026 10:55:00 AM**

2026

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN

UMC
UNIVERSITY MEDICAL CENTER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN

Revision Effective Date: November 1, 2026
Original Implementation Date: July 1, 2023

Mason Van Houweling - Chief Executive Officer

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

Classifications

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

• Medical Director, Anesthesiologist	• Medical/Program Director, Radiologist
• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma	• Certified Registered Nurse Anesthetists (CRNA)
• Radiologist – Diagnostic, Interventional, Neurointerventional	• Radiology APP
• Medical Director, General Medicine Hospitalist • General Medicine Hospitalist	• Hospitalist APP
• Medical Director, Emergency Physician • Emergency Physician	[1]Core Faculty & Faculty

[1] *Residency Programs administered exclusively by UMC may have physicians within the above applicable classifications who are designated as Core Faculty & Faculty*

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

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

Fair Labor Standards Act (FLSA) Exemption

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

At-Will Employment

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

Voluntary Resignation

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

Compensation and Benefits

Compensation

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

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

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

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

Work Schedules

All full & part-time Physicians and Non-Physician Providers are salaried, exempt employees, while per-diem are hourly, non-exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status. Employees working 10-hour shifts under this compensation plan are expected to work a minimum of 130 additional hours through administrative/teaching time to be considered a full 1.0 FTE. Employees who are unable to meet the additional hourly requirement will be considered 0.9 FTE.

Unless otherwise set forth on the applicable service line Appendix, Employee's work schedules will be set by the Practice Plan Administrator or designee or as set forth in any at-will employment agreement or signed offer letter. Except as otherwise set forth herein, it is anticipated that full-time employees will work a minimum of fifteen (15) shifts per month, while part-time employees will work a minimum of seven (7) shifts per month. Notwithstanding the minimum shift requirement, it is understood that, based on the length of a calendar month, and service line specific scheduling requirements, the fifteen (15) shift requirement is an approximate amount and may be spread over a two-month period (or as much as five (5) pay periods) and the same will not violate the requirements under this section.

Extra Shift/Hours Compensation

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

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

On-Call Coverage

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

Annual Evaluations

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

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

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

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

Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs includes sick days, and leave of absence. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line. ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employees under this Compensation Plan will receive ALDs as follows:

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

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

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

Non-Physician Providers

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

Extended Illness Bank (EIB)

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

Miscellaneous Leaves

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

Group Insurance

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

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

Retirement

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

Continuing Medical Education (CME)

CME Stipend Program

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

Physician Core Faculty & Faculty

Employed UMC Physicians who are designated as Core Faculty or Faculty in a UMC residency program are eligible to participate in the CME reimbursement program (Reimbursement). Eligible employees will receive reimbursement of up to $5,000, less appropriate withholdings, on a calendar-year basis, for eligible CME-related costs. Eligible employees must sign the UMC CME Reimbursement Attestation form. At its sole discretion, UMC may identify other independent providers that qualify for the Reimbursement program. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership. Physicians under the Reimbursement plan are not eligible to participate in the CME stipend plan above.

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

Conflict of Interest:

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

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

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

Professional Standards:

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

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

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

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

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

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

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

Appendix 1*

Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

[1] Based on years of experience
*[2] On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.*
[3] EE must be on an On-call shift and called to return to facility to perform work
[4] Applicable only to those hired into a per-diem classification
[5]See extra shift/hours on page 2 of this document

Appendix 2*

Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range	Additional Work Shift Rate[5]	Additional On-Call Shift Rate[6]	Call-Back Rate[7]	Per Diem Rate[8]
Medical/Program Director[1]	$602,208-$876,158	See below	See below	See below	N/A
Associate Program Director[2]	$536,640 - $805,020	See below	See below	See below	N/A
Core Faculty[3]					
Diagnostic Radiologist	$454,884 - $794,033	EEs Regular Hourly Rate of Pay	$54.25 p/h	EEs hourly rate if on-call and called back to facility	N/A
Interventional Radiologist	$525,174 - $794,611		$55.77 p/h		N/A
Neuro-IR Radiologist	$470,331-$807,137		$58.33 p/h		N/A
Night Differential[9]	$50 p/h		N/A		N/A
Faculty[4]					
Diagnostic Radiologist	$495,214 - $821,842	EEs Regular Hourly Rate of Pay	$54.25 p/h	EEs hourly rate if on-call and called back to facility	N/A
Interventional Radiologist	$576,540 - $822,493		$55.77 p/h		N/A
Neuro-IR Radiologist	$514,842-$836,585		$58.33 p/h		N/A
Night Differential[9]	$50 p/h		N/A		N/A
Non-Academic					
Diagnostic Radiologist	$537,544 - $800,946		$54.25 p/h		$401 p/h
Interventional Radiologist	$627,906 - $811,844		$55.77 p/h		$411 p/h
Neuro-IR Radiologist	$559,353 - $810,947		$58.33 p/h		$403 p/h
Night Differential[9]	$50 p/h		N/A		$50 p/h
APP	$128,122 - $190,901		$13.00 p/h		$81 p/h

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

[1] *Medical/Program Director compensation is based upon a 0.6 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to academic/administrative time. At a 0.6 CFTE, the Director will be responsible for nine (9) shifts per month. Note, compensation is subject to adjustment if the Director's specialty differs from neurointerventional radiology or interventional radiology.*

[2] *The Associate Program Director compensation is based upon a 0.7 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to academic/administrative time. At a 0.7 CFTE, the Associate Program Director will be responsible for eleven (11) shifts per month. Compensation is subject to adjustment if Associate Program Director's specialty differs from diagnostic radiology.*

[3] *Core Faculty compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE in the specialties identified in the categories listed. Core faculty is responsible for 13 clinical shifts per month.*

[4] *Faculty compensation is based upon a 0.9 Clinical FTE (CFTE) and the remainder of the 1.0 FTE in the specialties identified in the categories listed. Faculty is responsible for fourteen (14) clinical shifts per month.*

[5] *See extra shift/hours on page 2 of this document*

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

[7] *EE must be on an On-call shift and called to return to facility to perform work*

[8] *Applicable only to those hired into a per-diem classification. The hourly rates listed are not-to-exceed amounts.*

[9] *Night Shift differential paid an additional $50 per hour above the employee's regular hourly rate of pay for shifts starting at or after 7:00pm.*

Appendix 3*

Hospitalist - Pay Grades/Ranges & Additional Compensation

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

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

[1] Based on years of experience
*[2] On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.*
[3] EE must be on an On-call shift and called to return to facility to perform work
[4] Applicable only to those hired into a per-diem classification
[5]See extra shift/hours on page 2 of this document

Appendix 4*

Position	Base Salary Range	Additional Work Shift Rate[7]	Additional On-Call Shift Rate	Call-Back Rate	Per-Diem Shift Rate[8]
SPECIALTY – Emergency Medicine					
Non-Academic					
EM Medical Director[1]	$409,932 – 535,575	EEs regular hourly rate	N/A	N/A	N/A
(1.0 FTE) EM Physician[2]	$413,460- $474,290				$2,886 per shift
(0.9 FTE) EM Physician[3]	$392,400 - $451,800				
(PT) EM Physician *(1456 hrs.)* **	$317,408- $365,456				
EM APP	$129,600- $160,200				
Academic					
Program Director[4]	$397,580 – $522,065				N/A
Associate Program Director[5]	$406,844 – $534,031				
Faculty[6]	$374,220 $504,570				

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

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

[1] Medical Director compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.8 CFTE, the Director will be responsible for thirteen (13) shifts per month with an additional administrative responsibility of a minimum of 130 hours outside of the required clinical shifts.
[2] 1.0 FTEs providing 10-hour shifts will be required to provide a minimum of an additional 130 hours of administrative duties throughout the year will qualify as a 1.0 FTE.
[3] 0.9 FTEs providing the full 15 shift allotment of 10-hour shifts but not providing any additional administrative time are classified as a 0.9 FTE.
[4] Program Director compensation is based upon a 0.5 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.5 CFTE, the Program Director will be responsible for seven (7) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 7 shifts).
[5] Associate Program Director compensation is based upon a 0.7 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.7 CFTE, the Associate Program Director will be responsible for eleven (11) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 4 shifts).
[6] Faculty compensation is based upon a 0.8 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.8 CFTE, the Faculty will be responsible for twelve (12) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical shifts and predetermined teaching/administrative shift time (e.g., equivalent of 2 shifts).
[7] See extra shift/hours on page 2 of this document.
[8] Based upon an 8-hour shift. Applicable only to those hired into a per-diem classification.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Physician & Non-Physician Provider Productivity (wRVU) Compensation Plan and Benefits Plan**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the revisions to the Physician & Non-Physician Provider (wRVU) Productivity Compensation and Benefits Plan; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Estimated Fiscal Impact: $508,973.00

BACKGROUND:

The substantive changes to this Compensation Plan are:

- Revised effective date
- Inserted at-will employment language and voluntary resignation language from Traditional comp plan to align (page 2)
- Inserted new CME language from Traditional comp plan to align for future residency transfers (page 6)
- Revised Appendix 1

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their October 12, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 28, 2026

Agenda Item #

7

2026

PHYSICIAN AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN

UMC
UNIVERSITY MEDICAL CENTER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

PHYSICIAN AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN (the "Productivity Plan")

Revision Effective Date: November 1, 2026
Original Implementation Date: August 31, 2022

Deleted: August 1, 2026

Mason Van Houweling - Chief Executive Officer

Productivity Plan and Employees Covered:

This Productivity Plan identifies the compensation and benefits structure for Physician employees in the following classifications:

Physician	
General & Trauma Surgeon	Hepatologist
Orthopedic Physician (Non-Surgeon)	Orthopedic Trauma Surgeon
Orthopedic Surgeon	Pediatrics Hospitalist
Pediatrics - Neonatal	Pediatrics - Neonatal Nocturnist
Transplant Surgeon	Adult Hospitalist
	Hospitalist - Critical Care
APP	
Ortho - Nurse Practitioner/Physician Assistant	Hepatology - Nurse Practitioner/Physician Assistant
Transplant - Nurse Practitioner/Physician Assistant	Pediatrics/Neonatal APP
	Adult Hospitalist APP

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Non-Physician compensation and benefits under a productivity compensation model; provided, however, the terms and conditions of the employees' at-will physician employment agreement shall control in the event of a conflict between the two documents.

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

Fair Labor Standards Act (FLSA) Exemption:

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

At-Will Employment

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

Compensation and Benefits:

Base Salary: During the term of employment, Physicians and Non-Physician Providers shall receive a base salary at a rate consistent with the pay grades listed on Appendix 1, as may be amended from time to time. These pay grades have been assigned an Annual wRVU Threshold and a wRVU compensation rate, listed therein, which have been determined through a third-party independent fair market valuation. The total cash compensation for employees (i.e., a base salary not to exceed the 50th percentile, bonus and/or productivity compensation) has been determined to be fair market value and commercially

reasonable for the services provided. Appendix 1 further sets forth a total cash compensation maximum cap that will not exceed the 75th percentile (or 90th percentile when factors such as shortages or otherwise hard-to-fill positions justify).

The Annual wRVU Threshold, wRVU compensation rate and maximum cap will be calculated by using a blended average median work RVU data from annual surveys for national respondents conducted by nationally-recognized healthcare valuation specialists (e.g., AMGA, Gallagher, MGMA and SullivanCotter) in the applicable practice specialty. This production incentive payment will be paid quarterly, after the Annual wRVU Threshold has been met (which may be pro-rated based on an employee's entry into this compensation plan). Unless modified by the provisions of this compensation and benefits plan, employees will be granted the same benefits provided through the Human Resources Policies and Procedures Manual.

The Annual wRVU Threshold and wRVU compensation rates shall be re-evaluated on a bi-annual basis consistent with the methodology set forth above.

Productivity Compensation:

After such time as the Annual wRVU Threshold has been met, Provider will receive certain productivity compensation for personally-performed wRVU above the Annual wRVU Threshold, subject to the applicable maximum. Productivity compensation shall be paid quarterly, in the subsequent month following the quarterly calculation and then in accordance with the customary payroll practices of UMC. Appendix 1 sets forth the rate for the wRVU productivity compensation amount that will be paid above the Annual wRVU Threshold. All terms and conditions of the Provider's employment contract shall apply with respect to productivity compensation, including but not limited to terms related to Provider's failure to meet their Annual wRVU Threshold. Providers must be employed at the time of payout to receive his/her bonus.

Appeal: Any employee who has a dispute regarding their productivity compensation may forward in writing an appeal within thirty (30) days from receipt and/or determination of said compensation to the Practice Plan Administrator, or their designee. The appeal will be reviewed by the Chief Operating Officer and a recommendation presented to the Chief Human Resources Officer. The decision of the Chief Human Resources Officer is final.

Annual Quality Incentive Bonus:

Quality metrics are established and set forth in the Provider's employment agreement. Physicians can earn up to $20,000 annually as a quality bonus incentive. Nurse practitioners and physician assistants can earn up to $10,000 annually for a quality incentive bonus.

On-Call Restricted Coverage:

Applicable Physicians who provide on-call restricted coverage to the Hospital and/or its Level 1 trauma center, may receive additional shift compensation over and above a pre-determined amount consistent with the employee's contract for employment.

On-Call Unrestricted Coverage:

Applicable Physicians who provide on-call unrestricted coverage may receive additional shift compensation as set forth by the employee's contract for employment.

Extra Shift Compensation:

In the event an employee works in excess of their regular and on-call shifts he or she shall be entitled to the additional shift compensation set forth in the employee's contract for employment (e.g., 15 shifts).

Per-Diem Employees:

Per-diem employees under the classification of service lines set forth on the various Appendices to this Productivity Plan, shall not receive any additional compensation over and above their hourly rate of pay set forth therein.

Annual Evaluations:

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

Work Schedules:

All Physicians, Nurse Practitioners, and Physician Assistants are salaried, exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status. Each employed physician will also be provided a Clinical FTE (CFTE) status in their employment contract, which shall designate the dedicated time spent providing their professional services. The difference between a physician's CFTE status and the FTE shall be utilized on administrative and/or teaching time, and the Annual wRVU Threshold shall be prorated accordingly. Employees working 10-hour shifts under this compensation plan are expected to work a minimum of 130 additional hours through administrative/teaching time to be considered a full 1.0 FTE. Employees who are unable to meet the additional hourly requirement will be considered 0.9 FTE.

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

Physicians

Physician Providers under this Compensation Plan do not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs includes sick days and leave of absence. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or FTE statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

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

Formatted: Font: +Body (Calibri), 12 pt, Font color: Auto

Formatted: Normal, Left

Employment Status	# of ALDs
Full-Time	15
Part-Time	pro-rata based on FTE status

An employee's ALDs may differ in accordance with employment terms in place prior to August 1, 2025. Physicians who have accrued CAL prior to participating in this Productivity Plan will retain any accrued CAL time and will be required to exhaust such time prior to use of any ALDs. CAL accrued prior to the implementation of this Productivity Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

Full and part-time Non-Physician Providers under this Productivity Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

Extended Illness Bank (EIB):

The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

Miscellaneous Leaves:

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

Group Insurance:

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

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

Retirement:

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

Continuing Medical Education (CME):

CME Stipend Program

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

Physician Core Faculty & Faculty

Employed UMC Physicians who are designated as Core Faculty or Faculty in a UMC residency program are eligible to participate in the CME reimbursement program (Reimbursement). Eligible employees will receive reimbursement of up to $5,000, less appropriate withholdings, on a calendar-year basis, for eligible CME-related costs. Eligible employees must sign the UMC CME Reimbursement Attestation form. At its sole discretion, UMC may identify other independent providers that qualify for the Reimbursement program. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership. Physicians under the Reimbursement plan are not eligible to participate in the CME stipend plan above.

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

Deleted: UMC will pay a $2,500 CME stipend (Stipend), less appropriate withholdings, each January for a qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. To qualify for the Stipend, the employee must be in an eligible classification. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend.¶
¶
All Training, travel, and lodging must be pre-approved by the Chief Operating Officer, Medical Director, and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy.¶
¶
If an employee is on leave of absence or FMLA, the employee is not eligible to take CME release time.¶

Conflict of Interest:

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

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

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

Professional Standards:

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allow employees to maintain a professional standard of quality, safe patient care,

and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

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

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

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

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

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

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

Deleted: ¶
Base Salary Range ... [1]

Appendix 1 *
Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	wRVU Threshold[1]	wRVU Rate[2]	Max TCC
SPECIALTY – ORTHOPEDICS				
Experienced (5+ years of experience)				
Trauma Surgeon	$560,957.50 - $659,950.00	10,070	$87.54	$969,750.00

[1] Based upon a 1.0 CFTE.
[2] Based upon a 1.0 CFTE.

Ortho Spine	$585,437.50 - $688,750.00	12,852	$74.92	$1,081,350.00
Ortho Specialty	$513,527.50 - $604,150.00	11,091	$71.92	$1,048,950.00
Ortho Sports	$459,977.50 - $541,150.00	10,116	$75.18	$921,150.00
Ortho – Medical	$227,417.50 - $267,550.00	6,507	$67.99	$559,350.00
New Hires (<5 years of experience)				
Trauma Surgeon	$448,766.00 - $527,960.00	8,056	$87.54	$969,750.00
Ortho Spine	$468,350.00 - $551,000.00	10,282	$74.92	$1,081,350.00
Ortho Specialty	$410,822.00 - $483,320.00	8,873	$71.92	$1,048,950.00
Ortho Sports	$367,982.00 - $432,920.00	8,093	$75.18	$921,150.00
Ortho – Medical	$181,934.00 - $214,040.00	5,206	$67.99	$559,350.00
NP/PA	$131,240.00 - $148,610.00	2,136	$74.27	$171,770.00
SPECIALTY – TRANSPLANT				
Experienced (5+ years of experience)				
General Transplant Surgeon	$368,504.75 - $433,535.00	5,295	$87.74	$686,149.00
New Hires (<5 years of experience)				
General Transplant Surgeon	$294,803.80 - $346,828.00	4,236	$87.74	$686,149.00
NP/PA	$122,620.15– $144,259.00	3,059	$44.36	$163,682.00
SPECIALTY – HEPATOLOGY				
Experienced (5+ years of experience)				
Hepatology	$386,553.65 - $454,769.00	5,316	$97.83	$642,751.00
New Hires (<5 years of experience)				
Hepatology	$309,242.75 - $363,815.00	4,253	$97.83	$642,751.00
NP/PA	$122,620.15 - $144,259.00	3,059	$44.36	$163,682.00
SPECIALTY – SURGERY				
Experienced (5+ years of experience)				
General Surgery	$355,987.65 - $499,670.00	6,847	$72.23	$627,184.00
Trauma Surgery	$387,628.90 – $530,200.00	6,208	$88.11	$640,380.00
New Hires (<5 years of experience)				
General Surgery	$284,789.95- $399,736.00	5,478	$72.23	$627,184.00
Trauma Surgery	$310,102.95- $424,160.00	4,966	$88.11	$640,380.00

**Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon wRVU rates and Annual wRVU Thresholds that are consistent with the terms of this Productivity Plan.*

Appendix 1 (*Cont.*)*
Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	Per-Diem Rate[1]	wRVU Threshold	wRVU Rate	Max TCC
SPECIALTY – Pediatrics					
Experienced (5+ years of experience)					
Pediatrics Hospitalist	$187,629.00 - $251,949.00	$1,454/shift	2,426	$100.90	$325,000.00
Pediatrics – Neonatal	$254,403.00 - $367,202.00	$2,118/shift	7,222	$51.97	$500,000.00
New Hires (<5 years of experience)					
Pediatrics Hospitalist	$150,103.20 - $201,599.00	$1,454/shift	1,941	$100.90	$325,000.00
Pediatrics – Neonatal	$203,522.00 - $293,762.00	$2,118/shift	5,778	$51.97	$500,000.00
APP	$109,789.00- $142,711.00	$823/shift	2,628	$50.20	$160,500.00
SPECIALTY – Adult Hospitalists					
Experienced (5+ years of experience)					
Hospitalists	$321,359.00 - $360,504.00	$2,303/shift	5,685	$76.60	$411,736.00
New Hires (<5 years of experience)					
Hospitalists	$257,079.00 - $288,403.00	$2,303/shift	5,174	$76.60	$411,736.00
APP - Hospitalist	$134,385.00 - $150,895.00	$838/shift	2,893	$85.52	$170,939.00

**Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon wRVU rates and Annual wRVU Thresholds that are consistent with the terms of this Productivity Plan.*
[1]Per-Diem rate applicable only to those hired Into a Per-Diem classification. The Per-Diem rate Is based upon a 12-hour on-site shift.

Page 7: [1] Deleted **Kendrick Russell** **10/7/2026 9:27:00 AM**

2026

PHYSICIAN AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN

UMC
UNIVERSITY MEDICAL CENTER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

PHYSICIAN AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN (the "Productivity Plan")

Revision Effective Date: November 1, 2026
Original Implementation Date: August 31, 2022

Mason Van Houweling - Chief Executive Officer

Productivity Plan and Employees Covered:

This Productivity Plan identifies the compensation and benefits structure for Physician employees in the following classifications:

Physician	
General & Trauma Surgeon	Hepatologist
Orthopedic Physician (Non-Surgeon)	Orthopedic Trauma Surgeon
Orthopedic Surgeon	Pediatrics Hospitalist
Pediatrics - Neonatal	Pediatrics - Neonatal Nocturnist
Transplant Surgeon	Adult Hospitalist
	Hospitalist - Critical Care
APP	
Ortho - Nurse Practitioner/Physician Assistant	Hepatology - Nurse Practitioner/Physician Assistant
Transplant - Nurse Practitioner/Physician Assistant	Pediatrics/Neonatal APP
	Adult Hospitalist APP

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Non-Physician compensation and benefits under a productivity compensation model; provided, however, the terms and conditions of the employees' at-will physician employment agreement shall control in the event of a conflict between the two documents.

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

Fair Labor Standards Act (FLSA) Exemption:

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

At-Will Employment

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

Compensation and Benefits:

Base Salary: During the term of employment, Physicians and Non-Physician Providers shall receive a base salary at a rate consistent with the pay grades listed on Appendix 1, as may be amended from time to time. These pay grades have been assigned an Annual wRVU Threshold and a wRVU compensation rate, listed therein, which have been determined through a third-party independent fair market valuation. The total cash compensation for employees (i.e., a base salary not to exceed the 50th percentile, bonus and/or productivity compensation) has been determined to be fair market value and commercially

reasonable for the services provided. Appendix 1 further sets forth a total cash compensation maximum cap that will not exceed the 75th percentile (or 90th percentile when factors such as shortages or otherwise hard-to-fill positions justify).

The Annual wRVU Threshold, wRVU compensation rate and maximum cap will be calculated by using a blended average median work RVU data from annual surveys for national respondents conducted by nationally-recognized healthcare valuation specialists (e.g., AMGA, Gallagher, MGMA and SullivanCotter) in the applicable practice specialty. This production incentive payment will be paid quarterly, after the Annual wRVU Threshold has been met (which may be pro-rated based on an employee's entry into this compensation plan). Unless modified by the provisions of this compensation and benefits plan, employees will be granted the same benefits provided through the Human Resources Policies and Procedures Manual.

The Annual wRVU Threshold and wRVU compensation rates shall be re-evaluated on a bi-annual basis consistent with the methodology set forth above.

Productivity Compensation:

After such time as the Annual wRVU Threshold has been met, Provider will receive certain productivity compensation for personally-performed wRVU above the Annual wRVU Threshold, subject to the applicable maximum. Productivity compensation shall be paid quarterly, in the subsequent month following the quarterly calculation and then in accordance with the customary payroll practices of UMC. Appendix 1 sets forth the rate for the wRVU productivity compensation amount that will be paid above the Annual wRVU Threshold. All terms and conditions of the Provider's employment contract shall apply with respect to productivity compensation, including but not limited to terms related to Provider's failure to meet their Annual wRVU Threshold. Providers must be employed at the time of payout to receive his/her bonus.

Appeal: Any employee who has a dispute regarding their productivity compensation may forward in writing an appeal within thirty (30) days from receipt and/or determination of said compensation to the Practice Plan Administrator, or their designee. The appeal will be reviewed by the Chief Operating Officer and a recommendation presented to the Chief Human Resources Officer. The decision of the Chief Human Resources Officer is final.

Annual Quality Incentive Bonus:

Quality metrics are established and set forth in the Provider's employment agreement. Physicians can earn up to $20,000 annually as a quality bonus incentive. Nurse practitioners and physician assistants can earn up to $10,000 annually for a quality incentive bonus.

On-Call Restricted Coverage:

Applicable Physicians who provide on-call restricted coverage to the Hospital and/or its Level 1 trauma center, may receive additional shift compensation over and above a pre-determined amount consistent with the employee's contract for employment.

On-Call Unrestricted Coverage:

Applicable Physicians who provide on-call unrestricted coverage may receive additional shift compensation as set forth by the employee's contract for employment.

Extra Shift Compensation:

In the event an employee works in excess of their regular and on-call shifts he or she shall be entitled to the additional shift compensation set forth in the employee's contract for employment (e.g., 15 shifts).

Per-Diem Employees:

Per-diem employees under the classification of service lines set forth on the various Appendices to this Productivity Plan, shall not receive any additional compensation over and above their hourly rate of pay set forth therein.

Annual Evaluations:

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

Work Schedules:

All Physicians, Nurse Practitioners, and Physician Assistants are salaried, exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status. Each employed physician will also be provided a Clinical FTE (CFTE) status in their employment contract, which shall designate the dedicated time spent providing their professional services. The difference between a physician's CFTE status and the FTE shall be utilized on administrative and/or teaching time, and the Annual wRVU Threshold shall be prorated accordingly. Employees working 10-hour shifts under this compensation plan are expected to work a minimum of 130 additional hours through administrative/teaching time to be considered a full 1.0 FTE. Employees who are unable to meet the additional hourly requirement will be considered 0.9 FTE.

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

Physicians

Physician Providers under this Compensation Plan do not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs includes sick days and leave of absence. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or FTE statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

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

Employment Status	# of ALDs
Full-Time	15
Part-Time	pro-rata based on FTE status

An employee's ALDs may differ in accordance with employment terms in place prior to August 1, 2025. Physicians who have accrued CAL prior to participating in this Productivity Plan will retain any accrued CAL time and will be required to exhaust such time prior to use of any ALDs. CAL accrued prior to the implementation of this Productivity Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

Full and part-time Non-Physician Providers under this Productivity Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

Extended Illness Bank (EIB):

The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

Miscellaneous Leaves:

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

Group Insurance:

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

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

Retirement:

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

Continuing Medical Education (CME):

CME Stipend Program

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

Physician Core Faculty & Faculty

Employed UMC Physicians who are designated as Core Faculty or Faculty in a UMC residency program are eligible to participate in the CME reimbursement program (Reimbursement). Eligible employees will receive reimbursement of up to $5,000, less appropriate withholdings, on a calendar-year basis, for eligible CME-related costs. Eligible employees must sign the UMC CME Reimbursement Attestation form. At its sole discretion, UMC may identify other independent providers that qualify for the Reimbursement program. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership. Physicians under the Reimbursement plan are not eligible to participate in the CME stipend plan above.

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

Conflict of Interest:

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

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

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

Professional Standards:

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allow employees to maintain a professional standard of quality, safe patient care,

and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

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

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

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

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

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

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

Appendix 1 *
Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	wRVU Threshold[1]	wRVU Rate[2]	Max TCC
SPECIALTY – ORTHOPEDICS				
Experienced (5+ years of experience)				
Trauma Surgeon	$560,957.50 - $659,950.00	10,070	$87.54	$969,750.00

[1] Based upon a 1.0 CFTE.
[2] Based upon a 1.0 CFTE.

Ortho Spine	$585,437.50 - $688,750.00	12,852	$74.92	$1,081,350.00
Ortho Specialty	$513,527.50 - $604,150.00	11,091	$71.92	$1,048,950.00
Ortho Sports	$459,977.50 - $541,150.00	10,116	$75.18	$921,150.00
Ortho – Medical	$227,417.50 - $267,550.00	6,507	$67.99	$559,350.00
New Hires (<5 years of experience)				
Trauma Surgeon	$448,766.00 - $527,960.00	8,056	$87.54	$969,750.00
Ortho Spine	$468,350.00 - $551,000.00	10,282	$74.92	$1,081,350.00
Ortho Specialty	$410,822.00 - $483,320.00	8,873	$71.92	$1,048,950.00
Ortho Sports	$367,982.00 - $432,920.00	8,093	$75.18	$921,150.00
Ortho – Medical	$181,934,00 - $214,040.00	5,206	$67.99	$559,350.00
NP/PA	$131,240.00 - $148,610.00	2,136	$74.27	$171,770.00
SPECIALTY – TRANSPLANT				
Experienced (5+ years of experience)				
General Transplant Surgeon	$368,504.75 - $433,535.00	5,295	$87.74	$686,149.00
New Hires (<5 years of experience)				
General Transplant Surgeon	$294,803.80 - $346,828.00	4,236	$87.74	$686,149.00
NP/PA	$122,620.15– $144,259.00	3,059	$44.36	$163,682.00
SPECIALTY – HEPATOLOGY				
Experienced (5+ years of experience)				
Hepatology	$386,553.65 - $454,769.00	5,316	$97.83	$642,751.00
New Hires (<5 years of experience)				
Hepatology	$309,242.75 - $363,815.00	4,253	$97.83	$642,751.00
NP/PA	$122,620.15 - $144,259.00	3,059	$44.36	$163,682.00
SPECIALTY – SURGERY				
Experienced (5+ years of experience)				
General Surgery	$355,987.65 - $499,670.00	6,847	$72.23	$627,184.00
Trauma Surgery	$387,628.90 – $530,200.00	6,208	$88.11	$640,380.00
New Hires (<5 years of experience)				
General Surgery	$284,789.95- $399,736.00	5,478	$72.23	$627,184.00
Trauma Surgery	$310,102.95- $424,160.00	4,966	$88.11	$640,380.00

**Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon wRVU rates and Annual wRVU Thresholds that are consistent with the terms of this Productivity Plan.*

Appendix 1 (*Cont.*)*
Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	Per-Diem Rate[1]	wRVU Threshold	wRVU Rate	Max TCC
SPECIALTY – Pediatrics					
Experienced (5+ years of experience)					
Pediatrics Hospitalist	$187,629.00 - $251,949.00	$1,454/shift	2,426	$100.90	$325,000.00
Pediatrics – Neonatal	$254,403.00 - $367,202.00	$2,118/shift	7,222	$51.97	$500,000.00
New Hires (<5 years of experience)					
Pediatrics Hospitalist	$150,103.20 - $201,599.00	$1,454/shift	1,941	$100.90	$325,000.00
Pediatrics – Neonatal	$203,522.00 - $293,762.00	$2,118/shift	5,778	$51.97	$500,000.00
APP	$109,789.00- $142,711.00	$823/shift	2,628	$50.20	$160,500.00
SPECIALTY – Adult Hospitalists					
Experienced (5+ years of experience)					
Hospitalists	$321,359.00 - $360,504.00	$2,303/shift	5,685	$76.60	$411,736.00
New Hires (<5 years of experience)					
Hospitalists	$257,079.00 - $288,403.00	$2,303/shift	5,174	$76.60	$411,736.00
APP - Hospitalist	$134,385.00 - $150,895.00	$838/shift	2,893	$85.52	$170,939.00

**Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon wRVU rates and Annual wRVU Thresholds that are consistent with the terms of this Productivity Plan.*

[1]Per-Diem rate applicable only to those hired Into a Per-Diem classification. The Per-Diem rate Is based upon a 12-hour on-site shift.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Agreement for Colonoscopy Services with UNLV Medicine dba UNLV Health**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board, the Agreement with UNLV Health for colonoscopy services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000728300
Description: Purchased Svcs - Medical
Bid/RFP/CBE: NRS 332.115(1)(b)
Term: Through December 31, 2027
Amount: $600,000
Out Clause: 60 days w/o cause

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

BACKGROUND:

This Agreement is for UNLV Health to perform colonoscopy services for UMC's Occupational Medicine clinic patients. Pre-consultation visits for screening colonoscopy will be performed by UNLV surgeons at the UNLV Health Gastroenterology Department, 1707 W. Charleston Blvd. Ste. 100. The colonoscopy procedures will be performed by UNLV surgeons at the UMC Ambulatory Surgical Center.

The following are the pertinent provisions of the Agreement:

- The term of the Agreement is from the date of signature through December 31, 2027, and includes the option to extend upon 60 days' prior notice.
- Includes the option to terminate with sixty (60) days' advanced written notice.
- UMC anticipates the expenditure to be approximately $600,000 for the term.

Cleared for Agenda
October 28, 2026

Agenda Item #
8

Staff also requests authorization for the Hospital CEO to exercise any extension options and execute any future amendments, if deemed beneficial to UMC.

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

AGREEMENT FOR COLONOSCOPY SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "UMC"), and **UNLV Medicine dba UNLV Health** (hereinafter referred to as "UNLV").

WHEREAS, UNLV employs professionals who are licensed and qualified to perform various medical services, including colonoscopies;

WHEREAS, UMC desires to utilize UNLV's services to perform screening colonoscopies for its business partners; and

WHEREAS, UMC and UNLV, by signing this Agreement, agree to be bound by its terms.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. UNLV agrees to perform both the technical and the professional component of the procedure listed in **Exhibit A**, and bill UMC directly for the services.

2. The term of this Agreement is from the Effective Date through December 31, 2027 ("Term"), with the option to extend upon 60 days' prior written notice. Either party may terminate this Agreement at any time, with sixty days' prior written notice.

3. All legal notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier, or by hand delivery, and directed to the appropriate party as follows:

If to UMC:	University Medical Center of Southern Nevada Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
If to UNLV:	UNLV Health Attn: Contracting 3016 W. Charleston Blvd., Ste. 100 Las Vegas, NV 89102 contracting@medicine.unlv.edu

4. The performance of this Agreement by UNLV is subject to review by UMC to ensure agreement compliance. UNLV agrees to provide UMC with any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to UNLV. Time is of the essence during the audit

process. Failure to provide the information requested within the timeline specified in the written information request may be considered a material breach of this Agreement and may result in suspension and/or termination of this Agreement.

5. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner, or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this section.

6. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.

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

8. Indemnification:

   a) To the extent limited in accordance with NRS Chapter 41, UNLV shall indemnify and hold harmless, UMC, its officers and employees from any and all claims, demands, actions or causes of actions, of any kind or nature, arising either directly or indirectly from any act or failure to act by UNLV or any of its officers or employees which may occur during or which may arise out of the performance of this Agreement.

   b) To the extent limited in accordance with NRS Chapter 41, UMC shall indemnify and hold harmless, UNLV, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising either directly or indirectly from any act or failure to act by UMC or any of its officers, directors or employees in the course and scope of their public duties, which may occur during or which may arise out of the performance of this Agreement.

9. UNLV represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42

U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. UNLV represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such UNLV or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

10. Corporate Compliance. UNLV recognizes that it is essential to the core values of UMC that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, UNLV 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 UMC, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to UNLV upon request.

11. Counterpart Signatures; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement. Delivery of this Agreement may be accomplished by electronic transmission.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

UNLV:

Joann Strobbe 9/17/26

Joann Strobbe, M.Ed. Date
President and CEO, UNLV Health

UMC:

Mason Van Houweling Date
Chief Executive Officer, UMC

EXHIBIT A
Scope of Work and Fee Schedule

Procedure:

UNLV Health will provide screening colonoscopies to business partners for patients 45 years or older who qualify for this procedure as per their business partners' annual physical requirements.

1-A pre-consultation visit for screening colonoscopy will be performed by UNLV surgeons at the following location.

UNLV Health Gastroenterology Department at 1707 W. Charleston Blvd. Ste. 100, LV, NV 89102.

2-The colonoscopy procedure will be performed by UNLV surgeons at the UMC Ambulatory Surgical Center.

Scheduling and patient instructions

- UMC will contact the patients who have their annual physical scheduled in the next 3 months who are 45 years and older and qualify for this test based on their employer contract.

- UMC will provide a weekly list of patients to UNLV Health who need a colonoscopy with the pertinent referral and patient contact information.

- UNLV Health will contact the patients to schedule the pre-surgical consultation with the surgeon as described in the pre-consultation visit.

  After the pre-consultation visit with the UNLV Health surgeon, and before leaving the pre-consultation appointment, the referred patient will receive:

  - 1-The Prescribed Preparation solution to take before the procedure, with instructions for use.
  - 2-The instructions to follow by the patient in preparation for the Colonoscopy Day.
  - 3-Date and time and directions to UMC Ambulatory Surgery Center.

- UNLV Health will schedule the procedures at UMC Ambulatory Surgical Center.

- UNLV Health will provide to the UMC Physicals Department weekly reports of scheduled and completed colonoscopies, including patient name, date, and time of the scheduled procedure.

- UNLV Health surgeon will perform a screening colonoscopy.

- UNLV Health will enter the results of the colonoscopies via Epic, including clinical pictures taken during the procedure.

- UMC will provide the results of the Colonoscopy to their business partners who have undergone the colonoscopy via Mychart or by calling the patients with abnormal results or during their follow-up visit.

- UMC will refer any positive cancer results of the colonoscopy to their workers' compensation insurance for follow-up. A C4 will be filed.

UMC will refer patients with non-cancer results to follow up with their PCP.

Invoices from UNLV Health:

UNLV Health will send invoices to UMC to:

University Medical Center of Southern Nevada
Attention: Finance Department- Accounts Payable
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Appendix A

UNLV detail of Charges and CPT Contracted pricing

Exam	CPT	Contracted Price
Pre- procedure colonoscopy consult	99203,99204,99205	**$250**
Surgeon Charges for Colonoscopy	G0121, G0105,45378,45379 45380,45381,45382,45384,45385	**$550**
Colonoscopy Prep Solution Charges	Suprep $154, or Dulcolax $8 ,or Golytely $27	Any of the described charges, depending on the UNLV's orders
Total Charges		**$800 + Prep Medication *** **

***Colonoscopy Prep Medication charge** will be determined by the physician at the consult and provided to the patient at the visit. This will then be invoiced to UMC with the consult/colonoscopy charges. (Suprep $154, Dulcolax $8, or Golytely $27).

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of the First Amendment to the Ancillary Provider Participation Agreement and the First Amendment to the Facility Participation Agreement with United Healthcare Insurance Company**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the First Amendment to the Ancillary Provider Participation Agreement and the First Amendment to the Facility Participation Agreement with UnitedHealthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Number: 3000850000 Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term:
November 1, 2025 – October 31, 2028 (Commercial Products);
November 1, 2025 – December 31, 2026 (Medicare Advantage Products)
Amount: Revenue based on volume
Out Clause: 180 days without cause, effective at the end of the initial or renewal term

BACKGROUND:

This request is for ratification of the First Amendment to the Ancillary Provider Participation Agreement and the First Amendment to the Facility Participation Agreement with UnitedHealthcare Insurance Company (the "Agreements") for healthcare services to UnitedHealthcare members at UMC locations.

Both Agreements are effective from November 1, 2025, through October 31, 2028, for commercial products. Medicare Advantage products covered under the Agreements had an initial term of one year and will end on October 31, 2026. Ratification was necessary as the parties continue to negotiate new terms in good faith, and the Medicare Advantage products have been extended to December 31, 2026.

Cleared for Agenda
October 28, 2026

Agenda Item #
9

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

These Amendments were reviewed by the Governing Board Audit and Finance Committee at their October 21, 2026, meeting and recommended for approval by the Governing Board.

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

FIRST Amendment to the Facility Participation Agreement

This FIRST AMENDMENT (the "Amendment") is to the Facility Participation Agreement, between UnitedHealthcare Insurance Company, contracting on behalf of itself and other entities that are United's Affiliates (collectively, "United") and University Medical of Southern Nevada ("Facility").

WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective November 1, 2025, and

WHEREAS, the parties mutually desire to modify certain aspects of their business relationship.

NOW, THEREFORE, in consideration of the premises and for the other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend 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. Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

   8.1 Term. This Agreement shall take effect on November 1, 2025. Commercial products will have an initial term of three years, ending on October 31, 2028, at 11:59 p.m. Medicare Advantage products covered under this Agreement shall take effect on November 1, 2025, and have an initial term ending on December 31, 2026, at 11:59pm

3. Both parties agree to continue to work together in good faith to negotiate new terms for Medicare Advantage products no later than October 31, 2026, with the effective date of November 1, 2026.

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

UnitedHealthcare Insurance Company, on behalf of itself and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature:	Signature:
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: Chief Executive Officer
Date: 9/28/2026	Date: 9/25/26

FIRST Amendment to the Ancillary Provider Participation Agreement

This FIRST AMENDMENT (the "Amendment") is to the Ancillary Participation Agreement, between UnitedHealthcare Insurance Company, contracting on behalf of itself and other entities that are United's Affiliates (collectively, "United") and University Medical of Southern Nevada ("Ancillary Provider").

WHEREAS, the parties have previously executed the Ancillary Participation Agreement (the "Agreement") effective November 1, 2025, and

WHEREAS, the parties mutually desire to modify certain aspects of their business relationship.

NOW, THEREFORE, in consideration of the premises and for the other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend 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. Section 5.1 of the Agreement is deleted in its entirety and replaced with the following:

   5.1 Term. This Agreement shall take effect on November 1, 2025. Commercial products will have an initial term of three years, ending on October 31, 2028, at 11:59 p.m. Medicare Advantage products covered under this Agreement shall take effect on November 1, 2025, and have an initial term ending on December 31, 2026, at 11:59pm

   i) The Term for Medicare Advantage Benefit Plans will end on December 31, 2026.
   ii) The Term for Non-Governmental Benefit Plans will end on October 31, 2028.

3. Both parties agree to continue to work together in good faith to negotiate new terms for Medicare Advantage products no later than October 31, 2026, with the effective date of November 1, 2026.

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

UnitedHealthcare Insurance Company, on behalf of itself and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature: Jean McFarlane (09/28/2026 16:48:47 CDT)	Signature: Mason Van Houweling
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: Chief Executive Officer
Date: 9/28/2026	Date: 9/25/26

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	United HealthCare Services, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1 Health Drive	**Website:**
City, State and Zip Code:	Eden Prairie, MN 55344	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**	2720 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.

Kelly O'Rourke — Kelly M. O'Rourke

Signature — Print Name

Assistant Secretary — September 28, 2026

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:	**Amendment Seven to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign Amendment Seven to the Participating Facility Agreement with SelectHealth, Inc. for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: October 28, 2026 – May 1, 2027
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020, to May 26, 2023. Amendment One, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two, effective May 1, 2021, added SelectHealth Med (HMO/POS) Network to the existing Agreement. Amendment Three, effective May 1, 2023, updated the compensation schedule for Select Health Med (HMO/POS). Amendment Four, effective July 1, 2023, requested to update the revenue codes in the Compensation Schedule. Amendment Five, effective May 27, 2020, extended the Term and updated codes in Exhibit A. Amendment Six, effective January 28, 2026, increased the reimbursement rates on Exhibit A.

This Amendment Seven requests the replacement of Exhibits A1 and A2 of the Agreement, which will increase the reimbursement rate and adjust Medicare payment rates retroactively to May 1, 2025. All other terms in the Agreement are unchanged.

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.

Cleared for Agenda
October 28, 2026

Agenda Item #
10

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 October 21, 2026, meeting and recommended for approval by the Governing Board.

Docusign Envelope ID: 5447091B-38F4-8559-82D7-E8606B678D42

AMENDMENT SEVEN TO THE PARTICIPATING FACILITY AGREEMENT

This Amendment Seven to the Participating Facility Agreement ("Amendment Seven") is made and entered into by and between SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc. ("Select Health"), (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital"). The effective date of Amendment Seven is October 28, 2026 ("Effective Date").

WHEREAS, Plan and Hospital (each a "Party" and collectively, the "Parties") entered into a Participating Facility Agreement effective the 27th day of May, 2020 (as amended, the "Agreement"). The Agreement was amended by that certain Amendment One to Participating Facility Agreement effective October 8, 2020 (the "Amendment One"), and by that Amendment Two to Participating Facility Agreement effective May 1, 2021 (the "Amendment Two"); and by that Amendment Three to Participating Facility Agreement effective May 1, 2023 (the "Amendment Three"), and by that Amendment Four to Participating Facility Agreement effective July 1, 2023 (the "Amendment Four"), and by that Amendment Five to Participating Facility Agreement effective May 1, 2025 (the "Amendment Five"),; and by that Amendment Six to Participating Facility Agreement effective November 1, 2025 (the "Amendment Six"); and

WHEREAS, the Parties mutually agree that the compensation paid to Hospital by Plan under the Agreement needs to be retroactively documented and adjusted as of May 1, 2025, and going forward as set forth in this Amendment Seven;

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

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

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

1. For dates of service as of May 1, 2025, and going forward, Exhibit A will be deleted in its entirety and replaced with the attached Exhibit A1 and Exhibit A2, attached and incorporated herein by reference.

2. Except as set forth herein, the Agreement remains in full force and effect. In the event of a conflict between this Amendment Seven and the Agreement, the term or provision in this Amendment Seven shall prevail.

Docusign Envelope ID: 5447091B-38F4-8559-82D7-E8606B678D42

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

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

By: Signed by: 553940E3B7ED476...

Print Name: Jeremy Walters

Title: Chief Financial Officer

Date: 09/16/2026

University Medical Center of Southern Nevada:

By: _____

Print Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Exhibit A1

Commercial Networks Payment for Services

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

Exhibit A2

Commercial Networks Payment for Services

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

Docusign Envelope ID: 3D94791A-96BE-4C52-9A83-C546268064F2

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	SelectHealth, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5381 Green Street	**Website:** www.selethealth.org
City, State and Zip Code:	Murray, UT 84123	**POC Name:** Rachelle Lopez **Email:** Rachelle.lopez@selecthealth.org
Telephone No:	800-538-5038	**Fax No:** NA
Nevada Local Street Address: **(If different from above)**	6795 Agilysis Way, Ste 110	**Website:** www.selethealth.org
City, State and Zip Code:	Las Vegas, NV 89113	**Local Fax No:** NA
Local Telephone No:	800-538-5038	**Local POC Name:** Rachelle Lopez **Email:** Rachelle.lopez@selecthealth.org

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert Hitchcock	President and CEO	
Bryan Nielsen	Secretary	
Todd Trettin	Treasurer, Chief Financial Officer	
Jon Griffith	Chief Operations Officer	
Heather O'Toole	Chief Medical Officer	
Robert Allen	Director/Trustee	
Michael Fordyce	Director/Trustee	
Elizabeth Owens	Director/Trustee	
Maria Summers	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Michael Anglin	Director/Trustee	
Deneece Glenn Huftalin	Director/Trustee	
Katherine Sanderson	Director/Trustee	
Cydni Rodgers Tetro	Director/Trustee	
Josh England	Director/Trustee	
David Sanford	Director/Trustee	
James Valin	Director/Trustee	
Kevin Potts	Director/Trustee	
Joseph Walker	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Meme Callnin	Director/Trustee	

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

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

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

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

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

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

Signed by: 42155721D85C748E...	Bryan Nielsen
Signature	Print Name
General Counsel	05/12/2025
Title	Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
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:	**Sixth Amendment to Master Services Agreement with Savista, 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 Sixth Amendment to the Master Services Agreement with Savista, LLC for Coding and Auditing Services; authorize the Chief Executive Officer to exercise the renewal options and 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: 3000870000
Funded Pgm/Grant: N/A
Description: Coding and Auditing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Extend through 12/13/2027, with two 12-month auto-renewal options
Amount: NTE $4,999,999 per year
Out Clause: (90) days before the expiration of the then-current term.

BACKGROUND:

On December 13, 2023, the Governing Board approved the Master Services Agreement ("Agreement") with Savista, LLC ("Savista") to provide remote coding and auditing services. Savista assists UMC in coding patient medical records using the ICD-10 coding system for various medical specialties and outpatient services. These services enhance operational efficiency, reduce billing delays, and include professional auditing to ensure coding accuracy. Under the Agreement, UMC compensated Savista an NTE amount of $2,098,201.83 for a period of twelve (12) months, with two 12-month auto-renewal options. The First Amendment, effective April 3, 2024, updated the hourly fees table for remote domestic coding. The Second Amendment, effective September 27, 2024, increased the annual compensation by an NTE amount of $4,999,999. The Third Amendment, effective December 2, 2024, updated the hourly fees table for remote domestic coding. The Fourth Amendment, effective November 18, 2025, updated Savista's mailing address. The Fifth Amendment, effective January 21, 2026, updated the hourly fees table for auditing in inpatient, outpatient, and professional services.

Cleared for Agenda
October 28, 2026

Agenda Item #
11

This Sixth Amendment requests to extend the Coding Interim Services term through December 13, 2027, with two 12-month auto-renewal options. All other terms and conditions of the Agreement shall remain in full force and effect.

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

A Clark County business license is not required because this Agreement is for the provision of remote services.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 21, 2026, meeting and recommended for approval by the Governing Board.

Docusign Envelope ID: AF96876F-3162-8979-814C-DDA39AA77138

SAVISTA™

SIXTH AMENDMENT TO THE MASTER SERVICES AGREEMENT
BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA AND SAVISTA, LLC

University Medical Center of Southern Nevada ("UMC") and Savista, LLC ("Savista") entered into an agreement to facilitate the use of the Savista Services dated December 13, 2023 (the "Original Agreement"). The Original Agreement with the subsequent amendments entered into by the Parties hereto shall collectively be referred to hereafter as the "Agreement".

UMC and Savista agree to modify the Agreement with this additional amendment (the "Sixth Amendment") effective on the last date signed below (the "Sixth Amendment Effective Date") as follows:

1. Section 1, Term of SOW 2 for Coding Interim Services is amended to extend the Coding Interim Services term through December 13, 2027. The Coding Interim Services shall automatically renew for two (2) successive twelve (12)-month renewal terms unless UMC provides Savista with written notice of its desire not to renew at least ninety (90) days prior to the expiration of the then-current term. Collectively, the initial term and all renewal terms shall be referred to as the "Coding Interim Services Term."

2. All defined terms used in this Sixth Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined herein. Except as expressly modified by this Sixth Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

SAVISTA, LLC		**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**	
DocuSigned by: Natalie Gray D40C2A045289468...			
Signature		Signature	
Natalie Gray			
Printed Name		Printed Name	
Deputy General Counsel	10/1/2026		
Title	Date	Title	Date

Docusign Envelope ID: 423E22C4-3FF2-8AA5-8010-EDF224AA3DE2

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: 20

Corporate/Business Entity Name:	Savista, LLC	
(Include d.b.a., if applicable)		
Street Address:	200 North Point Center East, Suite 101	**Website:** www.savistarcm.com
City, State and Zip Code:	Alpharetta, GA 30022	**POC Name:** Heather MacKenzie Swift **Email:** contracts@savistarcm.com
Telephone No:	678-624-2000	**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)
N/A		

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

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

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

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

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

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

Signed by:
Heather Mackenzie Swift
08BD4A27B4D2467...
Signature

Heather MacKenzie Swift
Print Name

Chief Legal Officer
Title

October 2, 2026
Date

REVISED 7/25/2014

Docusign Envelope ID: 423E22C4-3FF2-8AA5-8010-EDF224AA3DE2

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 Thirteen to Participating Provider Agreement with SilverSummit Healthplan, 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 Thirteen to the Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: November 1, 2026 – June 30, 2027
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause prior to any anniversary period

BACKGROUND:

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members with healthcare access to the hospital and its associated Urgent Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements, and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services. Amendment 4, effective July 1, 2020, extended the Agreement Term for two (2) years, effective July 1, 2020, through June 30, 2022. Amendments 5 and 6, effective January 1, 2021, added a Medicare Plan and a rate increase to the PPO Commercial-Exchange Plan, respectively. Amendment 7, effective May 1, 2020, added the MCO Directed Payment language into the Agreement from the State and County agreements. Amendment 8, effective July 1, 2022, extended the term through June 30, 2024. Amendment Number Nine, effective January 1, 2024, updated the list of Contracted Providers. Amendment Number Ten extended the term for three (3) years from July 1, 2024, through July 30, 2027. Amendment Eleven, effective February 25, 2026, added the Battle Born Product and increased rates. Amendment Twelve added critical commercial exchange plan language and updated the compensation schedule.

Cleared for Agenda
October 28, 2026

Agenda Item #
12

This Amendment Thirteen adds a Compensation Schedule for Hospitalist Services effective as of November 1, 2026. All other terms of the Agreement shall remain in full force and effect.

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 October 21, 2026, meeting and recommended for approval by the Governing Board.

AMENDMENT NUMBER THIRTEEN
PARTICIPATING PROVIDER AGREEMENT

This Amendment Number Thirteen ("Amendment") is entered into as of November 1, 2026 (the "Amendment Effective Date") by and between SilverSummit Healthplan, Inc. ("Health Plan") and University Medical Center of Southern Nevada a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Provider"), collectively referred to herein as the "Parties."

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the "Agreement") effective as of July 1, 2017, as amended from time to time (defined in the Agreement as the "Effective Date"); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the amendment provisions of the Agreement;

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

1. Attachment A: Medicaid Exhibit 7 Compensation Schedule Hospitalist Services, attached hereto, is hereby added to and incorporated in the Agreement.

2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment Thirteen conflict with any of the terms of the Agreement, the terms of this Amendment Thirteen shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment Thirteen as of set forth above.

Health Plan:	**PROVIDER:**
SilverSummit Healthplan, Inc.	University Medical Center of Southern Nevada
Authorized Signature	Authorized Signature
Printed Name: Sarah E. Fox	Printed Name: Mason Van Houweling
Title: Plan Chief Operating Officer	Title: Chief Executive Officer
Date: 10/8/2026	Date:
ICM #: ICMProviderAgreementAmendment_252631	Tax ID Number: 88-6000436
	State Medicaid Number:
	NPI : 1548393127

Attachment A: Medicaid

EXHIBIT 7

COMPENSATION SCHEDULE

HOSPITALIST SERVICES

[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	☒ 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:	SilverSummit Healthplan (subsidiary of Centene Corporation)	
(Include d.b.a., if applicable)		
Street Address:	7700 Forsyth Blvd	**Website:** www.centene.com
City, State and Zip Code:	St. Louis, MO 63105	**POC Name:** **Email:**
Telephone No:	314-725-4477	**Fax No:**
Nevada Local Street Address: **(If different from above)**	2500 N Buffalo Dr	**Website:** www.silversummithealthplan.com
City, State and Zip Code:	Las Vegas, NV 89128	**Local Fax No:**
Local Telephone No:	844-366-2880	**Local POC Name: Andy Riegel** **Email:** Andrew.Riegel@centene.com

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Andre Cisne	Interim Plan President and CEO	
Christopher Andrew Koster	Secretary (Officer, Director)	
Tricia Lynn Dinkelman	Vice President of Tax (Officer)	
Eric Schmacker	Plan President, CA Health Net	
Andre Cisne	Treasurer (Officer)	

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

Andre Cisne
Print Name

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Interim Plan President and CEO	September 28, 2026
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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:	**Award of Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP # CL-2026-501, to Monument Construction**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the award of Bid No. 2026-10, UMC MLK Warehouse Remodel Project, PWP# CL-2026-501, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2026-10 UMC MLK Warehouse Remodel Project
Bid/RFP/CBE: NRS 338.1385
Term: No more than 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: $1,477,700.00
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND:

On August 21, 2026, Bid No. 2026-10 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to a building located at 300 S MLK Blvd., Las Vegas, NV 89106. UMC envisions this building, which measures approximately 35,309 square feet, becoming a facility for the storage of excess inventory that is currently placed at UMC's Hospital Building. As part of the work, finishes will be refreshed for office space use, and a warehouse area will be prepared to conform to architectural drawings. Renovation work will include, but not be limited to, demolition of flooring. Upgrades are to be made to the existing light fixtures. New electrical and data access points are to be installed to accommodate planned workstations.

Cleared for Agenda
October 28, 2026

Agenda Item #
13

UMC received the following bids:

Bids Received	Total Base Bid Amounts
Monument Construction	$ 1,170,700.00
DNI Construction, Inc.	$ 1,347,142.00
Starke Enterprise, LLC d/b/a Starke Contractors	$ 1,353,018.00
SHF International LLC	$ 1,387,970.00
JMB Construction, Inc.	$ 1,516,462.00
NOTAJO, LLC d/b/a Blueprint Construction	$ 1,607,978.00
DM Stanek Corporation	$ 1,632,292.00
CMMCM, LLC d/b/a Muller Construction	$ 2,014,928.87

All of the above bids were unsealed on September 18, 2026. The apparent lowest base bid of $1,170,700.00 was received from Monument Construction, a Nevada corporation.

In addition to the base bid scope, UMC selected five additive alternates for work beyond the scope, bringing the total cost for this Project to $1,477,700.00. This amount is still well below the figure originally budgeted for this Project.

The project construction period is no more than 90 days from the date provided in a Notice to Proceed, subject to any alteration in days allowed for in subsequently executed change orders. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends this award. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Monument Construction currently holds a Clark County Business License.

The associated documents were reviewed by the Governing Board Audit and Finance Committee at its October 21, 2026, meeting and recommended for approval by the Governing Board.

October 28, 2026

MONUMENT CONSTRUCTION
ATTN: Jon Wayne Nielsen, President
7787 Eastgate Road, #110
Henderson, NV 89011

RE: NOTICE OF AWARD
UMC BID NUMBER 2026-10, UMC MLK Warehouse Remodel Project (PWP NO. CL-2026-501)

Dear Mr. Nielsen,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of the base bid of $1,170,700, plus additive alternates one through five, for a total of $1,477,700. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

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

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

Sincerely,

Mason Van Houweling
Chief Executive Officer

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

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

BID ATTACHMENT 1

BID NUMBER 2026-10

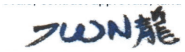
BID TITLE UMC MLK Warehouse Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

	Monument Construction
SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
Jon Wayne Nielsen	7787 Eastgate Rd #110
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	ADDRESS OF FIRM
(702) 530-2303	Henderson, NV 89011
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
Jwn@buildmonuments.com	9/18/2026
EMAIL ADDRESS	DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : Nevada	**LICENSE NO.** NV20101633[illegible]	**ISSUE DATE:** 08/18/2025	**EXPIRATION DATE:** 08/31/2026
CURRENT COUNTY: Clark	**LICENSE NO.** 2024331409	**ISSUE DATE:** 8/18/2010	**EXPIRATION DATE:** 10/31/2026
CURRENT CITY: Henderson	**LICENSE NO.** 2024331409	**ISSUE DATE:** 8/18/2010	**EXPIRATION DATE:** 10/31/2026

BID ATTACHMENT 2

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2026-10
UMC MLK Warehouse Remodel
PWP NUMBER: CL- 2026-501

Monument Construction
(NAME)

7787 Eastgate Rd #110, Henderson, NV 89011
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) **BID ATTACHMENT 5**: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) **BID ATTACHMENT 3**: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to fred.parandi@umcsn.com and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first-tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first-tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 6**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to fred.parandi@umcsn.com. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me, and the bid will be deemed non-responsive.

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 7, Schedule of Values**, by 5:00 PM on the next business day.

7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgment of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.

9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10** "**Disclosure of Ownership/Principals"** form within 24-hours of request.

10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.

11. I acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:

    a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

    b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **$200.00** per day as liquidated damages.

14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.

18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,		Addendum No.		dated,	
Addendum No.	2	dated,		Addendum No.		dated,	
Addendum No.	3	dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

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

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	SITE MOBILIZATION	$ 5,000.00
2.	GENERAL CONDITIONS	$ 35,000.00
3.	PERMITS	$ 20,000.00
4.	DEMOLITION	$ 25,000.00
5.	STRUCTURAL	$ 5,000.00
6.	LOADING LEVELER	$ 70,000.00
7.	FRAMING / PATCH / PAINT	$ 523,700.00
8.	PLUMBING	$ 30,000.00
9.	MECHANICAL	$ 25,000.00
10.	ELECTRICAL	$ 182,000.00
11.	MILLWORK / FINISHES	$ 20,000.00
12.	FLOORING	$ 80,000.00
13.	CEILING INSULATION	$ 5,000.00
14.	FENCING	$ 5,000.00
15.	DEMOBILIZATION AND CLOSE OUT	$ 5,000.00
16.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK ALLOWANCE	$135,000.00
17.		$
	TOTAL BID AMOUNT	$ 1,170,700.00

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

ADDITIVE ALTERNATES

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

Alternative	ITEM DESCRIPTION	TOTAL
1.	CONEX BOX (2) RELOCATE ITEMS	$ 18,000.00
2.	PROVIDE LABOR AND MATERIALS FOR DUCT CLEANING	$ 17,000.00
3.	PROVIDE CAMERA SYSTEM	$ 72,000.00
4.	New ceiling grid (required for scrim/insulation other than base bid @ 110)	$ 78,000.00
5.	Install new insulation AND scrim paper against deck (except 110 included in base) (requires alt 4)	$ 122,000.00
6.	Install only scrim paper through full building (except 110 included in base) (requires alt 4)	$ 72,000.00
7.	Paint existing ceiling grid	$ 11,000.00
	ADD ALTERNATES AMOUNT	$ 390,000.00
	GRAND TOTAL BID AMOUNT	$ 1,560,700.00

21. BUSINESS ENTERPRISE INFORMATION:

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

22. BUSINESS ETHNICITY INFORMATION:

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

☐ Other as defined in the Instructions to Bidders.

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

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

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

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

7787 Eastgate Rd #110
ADDRESS OF FIRM

Henderson, NV 89011
CITY, STATE, ZIP CODE

(702) 530-2303
TELEPHONE NUMBER

702.947.2602
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

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

LICENSE NUMBER: A-0080649, B-0075502

LICENSE CLASS: A, B

LICENSE LIMIT: Unlimited

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

DUN & BRADSTREET NUMBER 01960820

CLARK COUNTY BUSINESS LICENSE NO. 2024331409

STATE OF NEVADA BUSINESS LICENSE NO. NV20101633041

Jon Wayne Nielsen
AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

Jwn@buildmonuments.com
E-MAIL ADDRESS

JWN龍
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

9/18/2026
TODAY'S DATE

BID ATTACHMENT 10
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed: 101

Corporate/Business Entity Name:	MONUMENT CONSTRUCTION		
(Include d.b.a., if applicable)			
Street Address:	7787 Eastgate Road #110	**Website:**	www. buildmonuments.com
City, State and Zip Code:	Henderson, NV 89011	**POC Name:**	Jon Wayne Nielsen
		Email:	jwn@buildmonuments.com
Telephone No:	702.530.2303	**Fax No:**	702.947.2602
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

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

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

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

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

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

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

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

JWN龍

Signature

Jon Wayne Nielsen
Print Name

President
Title

9/18/2026
Date

REVISED 7/25/2014

BID ATTACHMENT 10 (page 2)
DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award of Bid No. 2026-05, UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise LLC D/B/A Starke Contractors**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the award of Bid No. 2026-05, UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project, PWP # CL-2026-481, to Starke Enterprise LLC D/B/A Starke Contractors, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Bid 2026-05 UMC Outpatient Pharmacy (1800 W Charleston) Remodel Project
Bid/RFP/CBE: NRS 338.1385
Term: No more than 180 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: $955,429.63
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND:

On July 31, 2026, Bid No. 2026-05 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to UMC's Hospital Building located at 1800 W Charleston Blvd., Las Vegas, NV 89102.

As part of the work, modifications will be made to the first floor to create a new pharmacy within the existing building. The work further includes the removal of walls, modifications to mechanical systems, plumbing fixtures, and electrical elements. Structural work should be limited to wall and/or soffit design.

Cleared for Agenda
October 28, 2026

Agenda Item #
14

UMC received the following bids:

Bids Received	Total Base Bid Amounts
Starke Enterprise, LLC	$ 955,429.63
Monument Construction	$ 962,700.00
DNI Construction, Inc.	$ 1,039,811.92
SHF International LLC	$ 1,120,276.00
DM Stanek Corporation	$ 1,163,139.00
JMB Construction, Inc.	$ 1,256,254.63
Builders United, LLC	$ 1,377,700.00

All of the above bids were unsealed on September 2, 2026. The apparent lowest base bid of $955,429.63 was received from Starke Enterprise, LLC, a Nevada limited liability company.

The project construction period is no more than 180 days from the date provided in a Notice to Proceed, subject to any alteration in days allowed for in subsequently executed change orders. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends this award. The recommendation of award to Starke Enterprise, LLC is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Starke Enterprise, LLC currently holds a Clark County Business License.

The associated documents were reviewed by the Governing Board Audit and Finance Committee at its October 21, 2026, meeting and recommended for approval by the Governing Board.

October 28, 2026

STARKE ENTERPRISE, LLC D/B/A STARKE CONTRACTORS
ATTN: Lisa Eggleston, Managing Member
4475 W Sunset Road
Las Vegas, NV 89118

RE: NOTICE OF AWARD
UMC BID NUMBER 2026-05, UMC Outpatient Pharmacy Remodel Project (PWP NO. CL-2026-481)

Dear Ms. Eggleston,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Starke Enterprise, LLC D/B/A Starke Contractors in the amount of the base bid of $955,429.63. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

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

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

Sincerely,

Mason Van Houweling
Chief Executive Officer

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

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Stephanie Charfauros, Plant Operations

BID ATTACHMENT 1

BID NUMBER 2026-05

BID TITLE UMC Outpatient Pharmacy (1800 W Charleston) Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	Starke Enterprise LLC, d.b.a. Starke Contractors LEGAL NAME OF FIRM
Lisa Eggleston, Managing Member NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	4475 W Sunset Rd. ADDRESS OF FIRM
866-533-3222 PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	Las Vegas, NV 89118 CITY, STATE ZIP
Estimating@starkecontractors.com EMAIL ADDRESS	06/15/2026 DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE :	NV	**LICENSE NO.** 82679 B UNL	**ISSUE DATE:** 8.11.17	**EXPIRATION DATE:** 8.31.27
CURRENT COUNTY:	NV	**LICENSE NO.** 20151285072	**ISSUE DATE:** 8.11.17	**EXPIRATION DATE:** 4.30.27
CURRENT CITY:	Clark, LV	**LICENSE NO.** 2002252-023-140	**ISSUE DATE:** 5.01.26	**EXPIRATION DATE:** 10.31.26

BID ATTACHMENT 2

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2026-05
UMC Outpatient Pharmacy (1800 W Charleston) Remodel
PWP NUMBER: CL- 2026-481

Starke Enterprise LLC, d.b.a. Starke Contractors
(NAME)

4475 W Sunset Rd., Las Vegas, NV 89118
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) **BID ATTACHMENT 5**: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) **BID ATTACHMENT 3**: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to fred.parandi@umcsn.com and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first-tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first-tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 6**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to fred.parandi@umcsn.com. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me, and the bid will be deemed non-responsive.

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 7, Schedule of Values**, by 5:00 PM on the next business day.

7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgment of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.

9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10** "**Disclosure of Ownership/Principals"** form within 24-hours of request.

10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.

11. I acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:

    a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.

    b) Certificates of insurance for Commercial General Liability in the amount of $1,000,000, Automobile Liability in the amount of $1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **$200.00** per day as liquidated damages.

14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.

15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**

16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.

17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.

18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.

19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,	8/11/26	Addendum No.		dated,	
Addendum No.	2	dated,	8/27/26	Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

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

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCE	$135,514.00
2.	3RD PARTY TESTING / QAA	$ 0.00
3.	EXISTING CONDITIONS	$ 49,272.00
4.	METALS	$ 0.00
5.	WOOD, PLASTICS, AND COMPOSITES	$ 17,840.00
6.	THERMAL AND MOISTURE PROTECTION	$ 2,000.00
7.	OPENINGS	$ 44,870.00
8.	FINISHES	$159,138.00
9.	SPECIALTIES	$ 5,171.00
10.	EQUIPMENT	$ 0.00
11.	FURNISHINGS	$ 2,000.00
12.	FIRE SUPPRESSION	$ 14,030.00
13.	PLUMBING	$49,740.00
14.	HVAC	$ 66,664.00
15.	ELECTRICAL	$ 79,067.00
16.	COMMUNICATIONS (TELEPHONE & DATA)	$ 20,000.00
17.	ELECTRONIC SAFETY AND SECURITY	$ 0.00
18.	FIRE ALARM AND DDC (HONEYWELL)	$75,833.19
19.	PERMIT AND FEES	$1,500.00
20.	ICRA MEASURES	$3,500.00
21.	CONSTRUCTION CONTINGENCY	$229,290.44
22.		$
	TOTAL BID AMOUNT	$955,429.63

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

ADDITIVE ALTERNATES

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

Alternative	ITEM DESCRIPTION	TOTAL
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
	ADD ALTERNATES AMOUNT	$ 0.00
	GRAND TOTAL BID AMOUNT	$955,429.63

21. BUSINESS ENTERPRISE INFORMATION:

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

22. BUSINESS ETHNICITY INFORMATION:

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

☐ Other as defined in the Instructions to Bidders.

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

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

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

24. Starke Enterprise LLC, d.b.a. Starke Contractors
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

4475 W Sunset Rd.,
ADDRESS OF FIRM

Las Vegas, NV 89118
CITY, STATE, ZIP CODE

866-533-3222
TELEPHONE NUMBER

N/A
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

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

LICENSE NUMBER: 82679

LICENSE CLASS: B: GENERAL BUILDING

LICENSE LIMIT: UNLIMITED

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

DUN & BRADSTREET NUMBER #080500103

CLARK COUNTY BUSINESS LICENSE NO. 2002525-023-140

STATE OF NEVADA BUSINESS LICENSE NO. NV20151285072

Lisa Eggleston, Managing Member	estimating@starkecontractors.com
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS
	8/25/26
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TODAY'S DATE

BID ATTACHMENT 10
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Starke Enterprise LLC	
(Include d.b.a., if applicable)	Starke Contractors	
Street Address:	4475 W Sunset Rd.	**Website:** www.StarkeContractors.com
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name:** Lisa Eggleston **Email:** estimating@starkecontractors.com
Telephone No:	866-533-3222	**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)
Lisa Eggleston	Managing Member	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	Print Name
	Lisa Eggleston
Title	Date
Managing Member	08/31/2026

REVISED 7/25/2014

BID ATTACHMENT 10 (page 2)
DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Revised Lease Agreement with Verlaine 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 Lease Agreement with Verlaine, LLC for real property at 10195 W. Twain Ave, Las Vegas, NV 89149; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 300099900 Funded Pgm/Grant: N/A
Description: Lease Agreement - 10195 W. Twain Ave, Las Vegas, NV 89149
Bid/RFP/CBE: n/a
Term: 10 years with the option to extend the Lease for two (2) additional five (5) year periods
Amount:

Base Rent: $3.55 per sq. ft.; $252,873.60 for year 1 with six (6) months' rent abatement; annual rent increase of three percent (3%)
Adjustments: $0.52/month per square foot; annual cap of 10% for subsequent years

BACKGROUND:

This request is to approve a new Lease Agreement with Verlaine, LLC (Landlord) to lease approximately 11,872 sq. ft. of rentable space at 10195 W. Twain Ave., Las Vegas, Nevada 89149. UMC will receive rent abatement for six (6) months in year 1 of the Lease Term, a savings of approximately $252,873.60. The monthly rent resumes at $42,145.60 per month for the remainder of year 1, plus adjustments (taxes, insurances and common area maintenance charges) for the first year. UMC's adjustments, composed of taxes, insurance, CAM, and maintenance charges, shall not exceed $0.52 per square foot, per month, for the first Lease year. For each anniversary of the Lease Term, such amount shall not increase by more than 10% from the preceding year.

The Lease Term is for ten (10) years, effective on the Lease Commencement Date, with the option to renew for two (2), five (5)-year periods. UMC has a right of first offer to purchase the building should the Landlord offer or market it for sale to third parties. The Lease is revised from the version submitted for approval to the Governing Board on September 22, 2026. Landlord will now provide replacement or repair of HVAC and humidification systems on the premises and UMC will have an opportunity to inspect and approve the repairs and/or replacements prior to the Lease Commencement Date.

Cleared for Agenda
October 28, 2026

Agenda Item #
15

UMC's Executive Director for Support Services has reviewed and recommends approval of this Lease Agreement. UMC's Office of General Counsel has approved the Lease Agreement as to form.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 21, 2026 meeting and recommended for approval by the Board of Hospital Trustees.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

LEASE AGREEMENT

BY AND BETWEEN

VERLAINE, LLC
("LANDLORD")

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
("TENANT")

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

TABLE OF CONTENTS

1 - BASIC LEASE TERMS 1
1.1 Basic Lease Provisions and Enumeration of Exhibits: 1
1.2 Significance of Basic Lease Provisions: 4
1.3 Enumeration of Exhibits: 5
2 - PREMISES 6
2.1 Premise: 6
2.2 Premises and Demise: 6
2.3 Reserved to Landlord: 6
3 - TERM-LANDLORD AND TENANT'S WORK 6
3.1 Lease Term: 6
3.2 Landlord's and Tenant's Work: 7
4 - RENT 7
4.1 Monthly Base Rent: 7
4.2 Adjustments: 8
5 - USE 9
5.1 Permitted Uses: 9
5.2 Compliance with Laws: 10
6 - UTILITIES 10
6.1 Tenant's Obligation: 10
6.2 Landlord’s Warranties and Representations: 10
7 - LICENSES AND TAXES 10
7.1 Tenant's Obligation: 10
8 - ALTERATIONS 11
8.1 Alterations by Tenant: 11
8.2 Required Alterations: 11
9 - MAINTENANCE OF PREMISES 11
9.1 Maintenance and Repair by Tenant: 11
9.2 Failure to Maintain: 11
9.3 Repairs by Landlord: 11
10 - LIENS AND ENCUMBRANCES 12
10.1 Liens: 12
10.2 Encumbrances: 12
11 - ASSIGNMENT, MORTGAGING AND SUBLETTING 12
11.1 Assignment, Mortgaging, or Sublease: 12
12 - COMMON AREAS 12
12.1 Tenant's Rights: 12
12.2 Control of Common Areas by Landlord: 12
12.3 Rules and Regulations: 13
13 - INSURANCE AND INDEMNITY 13
13.1 Indemnification: 13
13.2 Insurance: 13
14 - EMINENT DOMAIN 13
14.1 Total Taking: 13
14.2 Partial Taking: 13
14.3 Damages: 14
15 - DEFAULT BY TENANT 14
15.1 Default by Tenant: 14
16 - DEFAULT BY LANDLORD 15
16.1 Default by Landlord: 15

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

17 - RECONSTRUCTION 15
17.1 Reconstruction-Insured Loss: 15
17.2 Uninsured Loss: 15
17.3 Partial Destruction of Premise: 16
18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION 16
18.1 Subordination - Notice to Mortgagee: 16
18.2 Tenant's Certificate: 16
18.3 Mortgagee Protection Clause: 16
19 - ACCESS BY LANDLORD 17
19.1 Right of Entry: 17
20 - SURRENDER OR ABANDONMENT OF PREMISES 17
20.1 Surrender of Possession: 17
20.2 Holding Over: 17
21 - QUIET ENJOYMENT 17
21.1 Landlord's Covenant: 17
22 - MISCELLANEOUS 17
22.1 Successors or Assigns: 17
22.2 Tenant Defined: 18
22.3 Broker's Commission; Agency Disclosure: 18
22.4 Partial Invalidity: 18
22.5 Recording: 18
22.6 Notices: 18
22.7 Marginal Headings: 18
22.8 Time: 18
22.9 Choice of Law/Venue: 18
22.10 Tenant and Tenant's Employees Parking: 19
22.11 Hazardous Substances: 19
22.12 Covenants, Conditions and Restrictions: 19
22.13 Non-Discrimination Clause: 20
22.14 Voluntary Programs: 20
22.15 Prior Agreements: 20
22.16 Acceptance and Date of Lease: 20
22.17 RIGHT OF FIRST OFFER 21

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of November, 2026, by and between Verlaine, LLC, a Nevada limited liability company ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Premise," which Premise is depicted on the plan attached hereto or made a part hereof as Exhibit "A" ("Site Plan").

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

1 - BASIC LEASE TERMS

1.1 **Basic Lease Provisions and Enumeration of Exhibits:**

Date

Novem er ____, 2026.

Landlord

VERLAINE, LLC

Notice Address of Landlord

Verlaine, LLC
C/O IREP PM, LLC
6970 S. Cimarron Rd. Ste 220
Las Vegas, NV 89113

Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

Notice Address of Tenant

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

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

Leased Premises

Approximately Eleven Thousand Eight Hundred Seventy-Two (11,872 RSF) square feet in the Premise, as identified on the Site Plan, with a physical address of 10195 W. Twain Ave, Las Vegas, NV 89149.

Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date, with two (2) option periods of five (5) years each ("Renewal Term").

Lease Commencement Date

The Lease Commencement Date shall commence upon Lease Execution by Tenant and Landlord.
Monthly Base Rent Commencement Date.

The Monthly Base Rent Commencement Date shall commence upon Lease Execution by Tenant and Landlord.

Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

Annual increases *3.00%*

Year	$/SF	Monthly	Annual	
Year 1	$3.55	$42,145.60	$252,873.60	*6 months abated rent
Year 2	$3.66	$43,451.52	$521,418.24	
Year 3	$3.77	$44,757.44	$537,089.28	
Year 4	$3.88	$46,063.36	$552,760.32	
Year 5	$4.00	$47,488.00	$569,856.00	
Year 6	$4.12	$48,912.64	$586,951.68	
Year 7	$4.24	$50,337.28	$604,047.36	
Year 8	$4.37	$51,880.64	$622,567.68	
Year 9	$4.50	$53,424.00	$641,088.00	
Year 10	$4.63	$54,967.36	$659,608.32	
Annual increases of 3%			$5,548,260.48	

Abated Rent

Tenant will receive six (6) months of abated rent from lease execution.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

In addition to Monthly Base Rent, commencing as of the Monthly Base Rent Commencement Date, Tenant shall be responsible for the monthly payment of Tenant's Pro Rata Share of Adjustments (which includes all taxes and insurances and Common Area Maintenance Charges) as set forth in Section 4.2. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of Adjustments are estimated to be $0.52 per month per square foot for the first Lease Year. For each subsequent Lease Year, such amount shall not increase expenses by more than ten percent (10%) from the preceding Lease Year.

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

Renewal Term Rents

Landlord and Tenant agree that the Monthly Base Rent for a Renewal Term as set forth in Section 1.1(h) shall be determined by the fair market value at such time of renewal.

Permitted Uses

Tenant shall use the Premises primarily as a UMC Care Facility (medical and administrative offices) and subject to all applicable laws and the restrictions set forth in the CC&R's.

Security Deposit

One Month of Rent plus CAM

Tenant

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

Tenant's Broker

NA.

Landlord's Broker

NA.

Tenant's Minimum Operating Hours

As determined by Tenant.

Signage

Subject to the terms and conditions of Landlord's Sign Criteria (Exhibit "C"), Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

of the Tenant's proposed building sign which is attached hereto as Exhibit "C-1." Tenant shall be allotted space on the Premise at Tenant's sole expense.

Tenant's Budgetary Limits and Fiscal Fund Out

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due, provided the following:

1. *Tenant shall provide Landlord with no less sixty (60) days prior written notice of its intent to terminate this Lease pursuant to this Section;*
2. *Tenant shall pay to Landlord a termination fee equal to six (6) months of Monthly Base Rent plus CAM charges at the then-current rate, which fee shall be due and payable concurrent with delivery of the termination notice;*
3. *Tenant shall provide Landlord with correspondence from its Legal Counsel attesting to the failure of Tenant's governing body to appropriate funds for the ensuing fiscal year.*

The termination fee described herein shall be Landlord's sole and exclusive remedy in connection with a termination pursuant to this Section.

Parking

Any signage on poles along with painted curbs and striping, on any parking spaces in the location identified on the Site Plan attached hereto as Exhibit "A." must be approved in writing by Hualapai Pavilion Commons Association. The Premises shall include at least one (1) designated parking space with nearby curb cuts and ramp for the use of persons with disability placards or license plates near the main entrance to the Premises.

1.2 **Significance of Basic Lease Provisions:**

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision;

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

1.3 **Enumeration of Exhibits:**

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Site Plan
Exhibit B	Tenant Estoppel Letter
Exhibit C	Sign Criteria
Exhibit C-1	Tenant's Approved Building Sign

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

2 - PREMISES

2.1 **Premise:**

The Premise is depicted on the Site Plan attached hereto as "Exhibit A." Tenant shall only have such rights in and to the Premise as are specifically set forth herein. The Premises shall not be relocated nor shall Tenant be subject during the term of the Lease to a relocation to any building or structure other than the Premises.

2.2 **Premises and Demise:**

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted by cross hatching or marking on the Site Plan.

2.3 **Reserved to Landlord:**

Landlord reserves the use of the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Premise. Further, Landlord has the right to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises.

3 - TERM-LANDLORD AND TENANT'S WORK

3.1 **Lease Term:**

Lease Commencement Date and Monthly Base Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence upon Lease Execution by Tenant and Landlord. The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

Renewal Option(s)

So long as Tenant is not in default of this Lease at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right to extend the Lease Term for up to the number of Renewal Terms as set forth in Section 1.1(h). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall have duly exercised all previous Renewal Terms. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than three (3) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable. All such Renewal Terms, if exercised by Tenant, shall be on all of the same terms, covenants, conditions and agreements as are set forth in this Lease, provided however, that the parties mutually agree that all rent or other sums paid by Tenant will be limited to a fair market value determined by a mutually accepted appraisal method.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

3.2 **Landlord's and Tenant's Work:**

Landlord's Work

Landlord will deliver the Premises with HVAC and Humidification Systems that will meet The Facility Guidelines Institute (FGI) for Design and Construction of Hospitals, 2022 Edition requirements relevant to Tenant's outpatient services. Tenant will have the right to inspect and approve all repairs and/or replacements of these systems prior to the Lease Commencement Date. Landlord warrants the HVAC and Humidification systems to be free from defects and repairs for a period of twelve (12) months from the Lease Commencement Date.Tenant's Work

Tenant shall commence the installation of fixtures, equipment and any other Tenant's Work promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications which have been previously approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. Tenant and any of Tenant's contractors shall keep the Common Areas free of all construction and related debris. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and Common Area, and all such areas shall be in broom clean condition and the Common Area shall be returned to the condition it was in prior to commencement of Tenant's Work. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Notwithstanding Landlord's review of the plans and specifications for Tenant's Work, and whether or not Landlord approves or disapproves such plans and specifications, Tenant and not Landlord shall be responsible for compliance of such plans and specifications and of Tenant's Work with all applicable laws.

4 - RENT

4.1 **Monthly Base Rent:**

Monthly Base Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction whatsoever, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the tenth day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month. If Tenant is delinquent in any monthly installment of Base Rent or other sums due and payable hereunder for more than five (5) days, shall pay to Landlord on demand a late charge equal to ten percent (10%) of such delinquent sum which will not exceed $100,000 over initial term.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or additional rent or pursue any other remedy provided in this Lease.

4.2 **Adjustments:**

Taxes, Fees and Insurance

(1) Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all real estate taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, flood insurance, and any other insurance and endorsements that Landlord or Landlord's lender or Clark County deems necessary for the Premise. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of controllable expenses set forth in this Section 4.2(a) shall not exceed 3%.

(2) The terms "fees" and "real estate taxes" shall include all real estate taxes and assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Premise and/or improvements now or hereafter in place at the Premise or that provide the Premise with parking or other services and/or which are payable during or with respect to the Lease Term.

Common Area Maintenance and Charges

(1) The term "Common Areas" is defined in Section 12.2 hereof.

(2) The term "Common Area Maintenance Charge" is hereby defined to mean the total of all costs and expenses incurred in managing, operating, equipping, lighting, repairing, replacing and maintaining the on-site and off-site Common Areas of the Premise and Commercial Subdivision. Such costs shall include, without limitation, all costs and expenses for: materials, supplies, repairs, maintenance, painting, relocation of facilities, resurfacing of paving, lighting, cleaning, sweeping, painting, striping, compliance with laws, ordinances and codes, removing of rubbish or debris, policing and inspecting, providing janitorial, private police protection, security patrol, or night watchmen (including, but not limited to uniforms), fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), , comprehensive liability, property damage, vandalism, malicious mischief, flood and/or earthquake insurance, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord, fidelity bonds, real estate taxes, including all real estate taxes and assessments whether general or special and all improvement district assessments whether public or private (provided, however, that any such real estate taxes for which the Premises is separately assessed and which Tenant is paying directly or paying separately to Landlord shall be excluded), personal property taxes, and all costs of maintenance and/or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, including landscaping areas outside the Premise, in the vicinity thereof, that Landlord is permitted or required to maintain for the enhancement of the overall aesthetics and functioning of the Premise, drainage and storm drain facilities, lighting facilities, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, the cost of servicing and maintaining any sprinkler

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

system, all in-line building roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance, and painting or renovation of the exterior portion of all or any part of the in-line buildings.

Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge. Notwithstanding anything to the contrary herein, Pro Rata Share of the Common Area Maintenance Charge shall not exceed more than ten percent (10%) from the preceding Lease Year.

Definition of Tenant's Pro Rata Share

Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include real estate taxes, assessments, insurance, Common Area Maintenance Charges, and all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Adjustments shall be additional rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.

Statement of Adjustments

Upon commencement of the obligation to pay Adjustments, and annually thereafter on or about the commencement of each calendar year, Landlord shall submit to Tenant at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Adjustments and other charges, if any, as determined by Landlord for the period between such commencement and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Adjustments shall be due and payable on or before the first day of each month, in advance without adjustment or offset. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Premise and Commercial Subdivision actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord so long as the same do not exceed the amount set forth in Section 1.1(l).

5 - USE

5.1 **Permitted Uses:**

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

5.2 **Compliance with Laws:**

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

6 - UTILITIES

6.1 **Tenant's Obligation:**

Tenant shall pay before delinquency, at its sole cost and expense, all charges for gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires from the Monthly Base Rent Commencement Date and throughout the Lease Term. If, during the Lease Term, Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Tenant shall promptly pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same) if the equipment or system converted or replaced serves only the Premises.

6.2 **Landlord's Warranties and Representations:**

a. Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant. Landlord shall be responsible for any repair or remediation of any curtailment or interruption in utility services other than an interruption due to Tenant's non-payment of such utility services. Landlord warrants that all such utility services, except water, are separately metered. Should such utility services not be separately metered, Landlord shall be responsible for the cost of installing any required meters.

b. Landlord is aware of Tenant's planned use and operations in the Premises and is not aware of any restrictions that would interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

7 - LICENSES AND TAXES

7.1 **Tenant's Obligation:**

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering Tenant's business conducted on the Premises. If any governmental authority or

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

8 - ALTERATIONS

8.1 **Alterations by Tenant:**

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate.

8.2 **Required Alterations:**

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense. Should any such repairs, alterations, removals, reconstructions, or improvements impact Tenant's operations, Tenant shall be entitled to an abatement of rent.

9 - MAINTENANCE OF PREMISES

9.1 **Maintenance and Repair by Tenant:**

Tenant shall at all times throughout the Lease Term at its sole cost and expense keep the floor coverings, interior door closures and moldings and trim of all interior doors and windows, door surfaces, and fixtures of the Premises in good order. Tenant shall at reasonable intervals paint or refinish the interior of the Premises, including entrances as determined by Landlord; make any necessary repairs to, or replacements of, all interior door closure apparatuses and mechanisms; keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins, water heaters and those portions of the heating system within the walls of the Premises; and keep all utilities, including circuit breaker and panel box and Tenant's meters within the Premises, in a good state of repair.

9.2 **Failure to Maintain:**

If Tenant fails to keep and preserve the Premises as set forth above, Landlord may at its option, and upon reasonable advanced notice to Tenant, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

9.3 **Repairs by Landlord:**

Landlord shall keep the exterior walls, , foundations, and structural portions of the Building in which the Premises are located in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Landlord shall replace the roof when Landlord determines in its sole discretion that such replacement is necessary. Landlord shall, also, paint the exterior portion of the Premises as is needed. Tenant shall immediately inform Landlord of any necessary repairs and (except in emergencies) Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Notwithstanding the above, Landlord will use reasonable efforts to minimize annoyance, interference or damage to Tenant.

10 - LIENS AND ENCUMBRANCES

10.1 **Liens:**

Tenant shall keep the Premises and the Commercial Subdivision in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

10.2 **Encumbrances:**

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, the Premise or any part thereof, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 **Assignment, Mortgaging, or Sublease:**

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. If this Lease is assigned upon the consent of Landlord, then all of Tenant’s obligations, duties, and liabilities under the terms of this Lease or under any law are extinguished.

12 - COMMON AREAS

12.1 **Tenant's Rights:**

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Premise and Commercial Subdivision or any part thereof.

12.2 **Control of Common Areas by Landlord:**

The Association shall at all times have the exclusive control and management of the Common Areas of the Commercial Subdivision. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and other areas, improvements, facilities and special services as from time-to-time

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

established, configured and/or modified by Landlord for the general use, in common, of tenants of the Commercial Subdivision, and their officers, agents, employees and invitees.

12.3 **Rules and Regulations:**

Tenant shall comply with the rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days' notice of any changes to the rules and regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises.

13 - INSURANCE AND INDEMNITY

13.1 **Indemnification:**

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord.

13.2 **Insurance:**

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant.

14 - EMINENT DOMAIN

14.1 **Total Taking:**

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Base Rent, Adjustments and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

14.2 **Partial Taking:**

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other Common Areas of the Commercial Subdivision or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Base Rent, Adjustments, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises or Common Areas are taken by eminent domain and this Lease is not terminated,

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises and Common Area to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the Monthly Base Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

14.3 **Damages:**

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

15 - DEFAULT BY TENANT

15.1 **Default by Tenant:**

Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of rent, additional rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or deserted for 20 consecutive business days, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or ((5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease.

Landlord Rights

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

(but Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

16 - DEFAULT BY LANDLORD

16.1 **Default by Landlord:**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

17 - RECONSTRUCTION

17.1 **Reconstruction-Insured Loss:**

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Monthly Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

17.2 **Uninsured Loss:**

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Base Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

17.3 **Partial Destruction of Premise:**

If fifty percent (50%) or more of the Rentable Area of the portion of the Premise owned by Landlord is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving the other party not less than thirty (30) days' prior written notice of such election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Monthly Base Rent shall be prorated as of the date of such termination.

18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

18.1 **Subordination - Notice to Mortgagee:**

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Premise owned by Landlord or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Monthly Base Rent and Adjustments shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

18.2 **Tenant's Certificate:**

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "B," or on a form as otherwise required by Landlord or its lender.

18.3 **Mortgagee Protection Clause:**

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

19 - ACCESS BY LANDLORD

19.1 **Right of Entry:**

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

20 - SURRENDER OR ABANDONMENT OF PREMISES

20.1 **Surrender of Possession:**

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

20.2 **Holding Over:**

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to the Monthly Base Rent due for the last month of the Lease Term plus 25%.

21 - QUIET ENJOYMENT

21.1 **Landlord's Covenant:**

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

22 - MISCELLANEOUS

22.1 **Successors or Assigns:**

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

22.2 **Tenant Defined:**

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

22.3 **Broker's Commission; Agency Disclosure:**

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

22.4 **Partial Invalidity:**

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22.5 **Recording:**

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

22.6 **Notices:**

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

22.7 **Marginal Headings:**

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

22.8 **Time:**

Time is of the essence of this Lease.

22.9 **Choice of Law/Venue:**

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

22.10 **Tenant and Tenant's Employees Parking:**

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents, as set forth in Section 1.1(w).

22.11 **Hazardous Substances:**

Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Commercial Subdivision, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements") . "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. Landlord warrants and represents that no "Hazardous Material" is currently present on the Premises. With respect to any such Hazardous Substance, Tenant shall:

(1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

(2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(3) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

(4) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;

(5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

(6) Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Survival

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22.12 **Covenants, Conditions and Restrictions:**

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Premise and/or the real property on which the Premises are located. Without limiting the generality of the foregoing, Tenant acknowledges receipt of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Commercial Subdivision in the Clark County Recorder's Office on February 2, 2008 as Instrument No. 20080227-0004168.

22.13 **Non-Discrimination Clause:**

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

22.14 **Voluntary Programs:**

It is understood and agreed that from time to time Landlord may institute certain programs for the Premise which Landlord believes will be in the best interest of the Premise and the tenant. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

22.15 **Prior Agreements:**

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

22.16 **Acceptance and Date of Lease:**

Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

Date of Lease

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

22.17 **RIGHT OF FIRST OFFER**

Tenant shall have a right of first offer to purchase the Premises or Building of which the Premises is a part ("Building"), on such terms as the Building would be offered or marketed for sale by landlord to third parties. Nothing herein shall be deemed to limit or prevent Landlord from marketing, discussing or negotiating with any other party for the sale of the Building, but before Landlord makes any written proposal to any other party for the sale of this Building, or contemporaneously with making any such proposal, Landlord shall give Tenant notice ("Landlord's Notice") that the building is then available for purchase or of the date Landlord estimates the Building will be available, setting forth the proposed material terms of such sale, including the purchased price, at Fair Market Value, closing date, and any other relevant conditions (the "Offer Terms").

Tenant shall have five (5) business days after Landlord gives Landlord's Notice (the "Election Notice Period") in which to give Landlord written notice ("Election Notice") of tenant's election to exercise this right of first offer to purchase the Building in accordance with the Offer terms. In the event Tenant duly and timely delivers its Election Notice to landlord, Landlord and Tenant shall engage upon such terms as set forth in Landlord's Notice and as may be otherwise agreed upon by Landlord and Tenant.

If Tenant either fails or elects not to exercise its right of first offer to purchase Building upon the terms and conditions covered by landlord's Notice by not giving its Election Notice within the Election Notice Period, or if tenant gives Tenant's Election Notice but not agree to the Offer Terms, then in any such event Tenat's rite of first offer shall be null and void and at any time thereafter Landlord shall be free to sell the Building to any third party on any terms and conditions.

[Signature Page to Follow]

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

VERLAINE, LLC

By: Signed by: Cheng Wei 7BA38B1824BF433...
Cheng Wei, Owner

By: Signed by: Xiaohua Zhang 7BA38B1824BF433...
Xiaohua Zhang, Owner

TENANT:

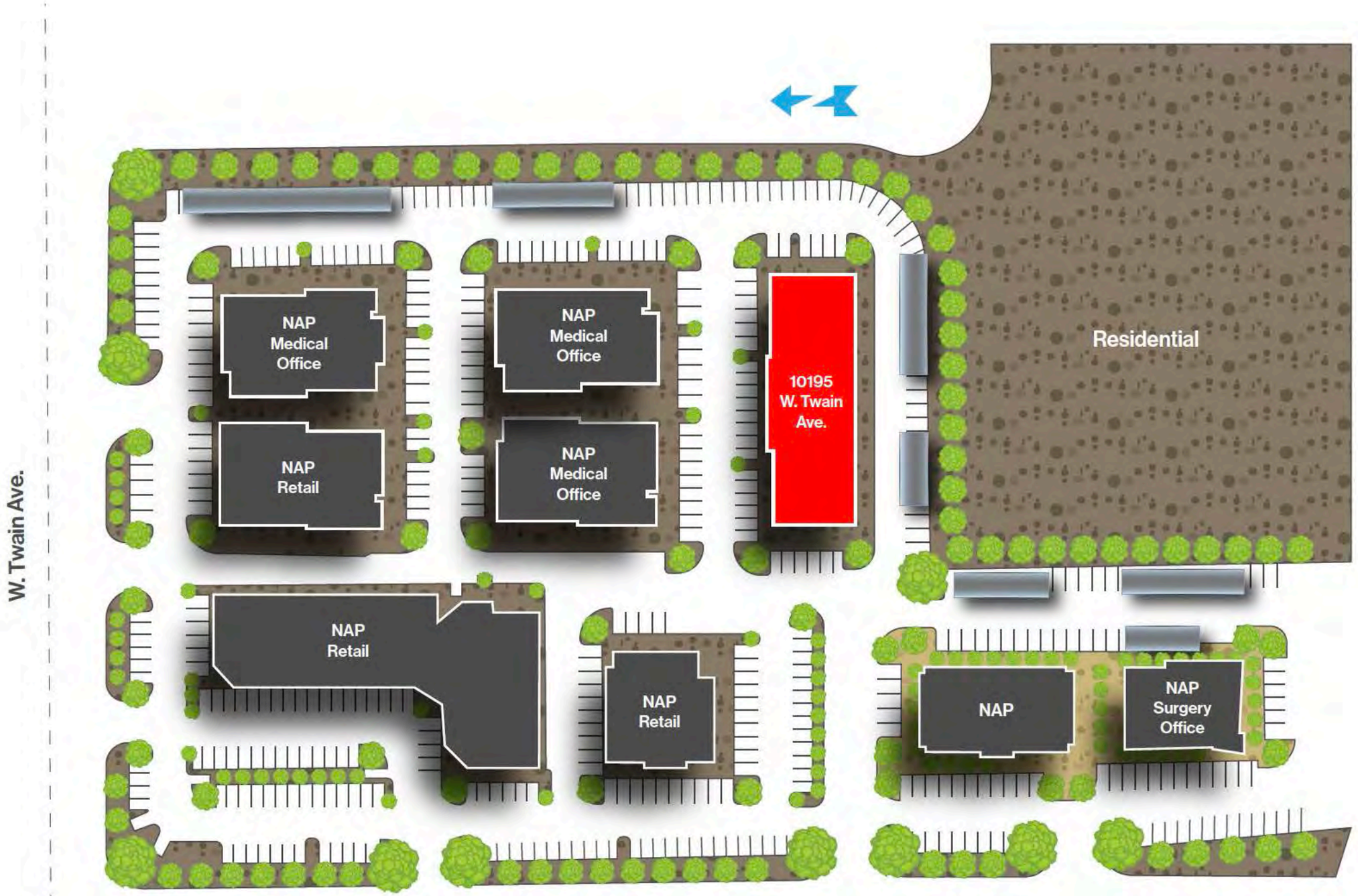
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Mason VanHouweling, CEO

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

EXHIBIT "A"
SITE PLAN

Site Plan


W. Twain Ave.
NAP Medical Office
NAP Retail
NAP Medical Office
NAP Medical Office
10195 W. Twain Ave.
Residential
NAP Retail
NAP Retail
NAP
NAP Surgery Office
S. Hualapai Way // 17,100 CPD

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

EXHIBIT "B"

TENANT ESTOPPEL LETTER

_____(Lender) (Purchaser)
_____
_____
Attention:

RE: Lease Between Verlaine, LLC, as Landlord ("Landlord"), and _____ as Tenant ("Tenant"), dated _____, 2026 on Property known as _____ located at 10195 W. Twain Ave, Las Vegas, Nevada.

Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Premise or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;

2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;

3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;

5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);

6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;

7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;

8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;

9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

10. That the term of the subject Lease is for _____ years. The primary Lease term commenced on _____ and expires on _____.

11. That the monthly rental is $_____, and rent has been paid to _____, 20____;

12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;

13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;

14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;

15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;

16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.

17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;

18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;

19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;

20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;

21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;

3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;

6. That the term of the subject Lease is for _____ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.

7. That the monthly rental is $_____, and rent has been paid to _____, 20____;]

TENANT:

_____

a

By:_____

Name:_____

Its:_____

Date:_____

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

EXHIBIT "C"

SIGN CRITERIA

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

VENTURE
CORPORATION

Hualapai Professional Plaza

Hualapai Pavillion Center, LLC [Hualapai Pavillion Centre, LLC] and Venture Professional Center - Hualapai Owners Association, Inc.



Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC







Introduction

THIS COMPREHENSIVE SIGN PROGRAM HAS BEEN CREATED TO PROVIDE DESIGN GUIDELINES FOR THE PURPOSE OF ASSUMING THAT TENANT SIGNAGE IS HARMONIOUS WITH ADJOINING TENANTS. THIS PROGRAM WILL BE USED TO JUDGE PROPOSED SIGNAGE APPROPRIATENESS FOR USES WITHIN THIS PROJECT. IT WILL ENDEAVOR TO ENSURE A STANDARD OF QUALITY FOR DESIGN, MATERIALS AND ILLUMINATION OF EXTERIOR SIGNAGE CONTROLLED BY THE CITY AND THE DEVELOPER / OWNER. IT IS THE INTENT OF THIS COMPREHENSIVE SIGN PROGRAM TO CREATE A FRAMEWORK FOR SIGNAGE DESIGN THAT WILL HAVE A POSITIVE IMPACT ON THE STREETSCAPE, AS WELL AS BEING LEGIBLE AND CONSISTENT THROUGHOUT THE DEVELOPMENT.

THE FREESTANDING SIGNS PROPOSED FOR THIS SITE WERE DEVELOPED TO PROVIDE THE PASSING MOTORISTS WITH A CLEAR AND CONCISE DISPLAY OF AESTHETIC GRAPHICS IDENTIFYING THE VARIOUS BUSINESS USES LOCATED WITHIN THE CENTER. TOGETHER WITH A QUALITY DESIGNED RETAIL DEVELOPMENT, THE PROJECT'S IMAGE WILL INVITE RESIDENTS FROM THE COMMUNITY AS WELL AS OUTLYING AREAS TO A THRIVING AND SUCCESSFUL RETAIL ENVIRONMENT.

VENTURE
CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Table of Contents

Legend..... Page 4

Site Plan..... Page 5

Signage Guidelines..... Page 6

Identification Monuments..... Page 9

Tenant Allowable Wall Signage ..... Page 6

Additional Tenant Specs..... Page 7

VENTURE
CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Legend

HUALAPAI PAVILION WILL FEATURE BOTH FREESTANDING AND BUILDING MOUNTED SIGNAGE DESCRIBED IN THE NARRATIVE THAT FOLLOWS.
SEE PAGE 5 FOR SIGNAGE LOCATIONS.

FREESTANDING SIGNAGE

SIGN TYPE 1 - IDENTIFICATION MONUMENT

ONE IDENTIFICATION MONUMENT WILL BE LOCATED ON HUALAPAI WAY, THE OTHER WILL BE LOCATED ON TWAIN.

THE ID MONUMENTS WILL SUPPORT PANELS FOR EIGHT (8) TENANTS ON EACH SIDE.

THE OVERALL HEIGHT OF THESE MONUMENTS IS 10'-0" OVERALL HEIGHT.
(SEE PAGE 9 FOR MORE DETAILS)

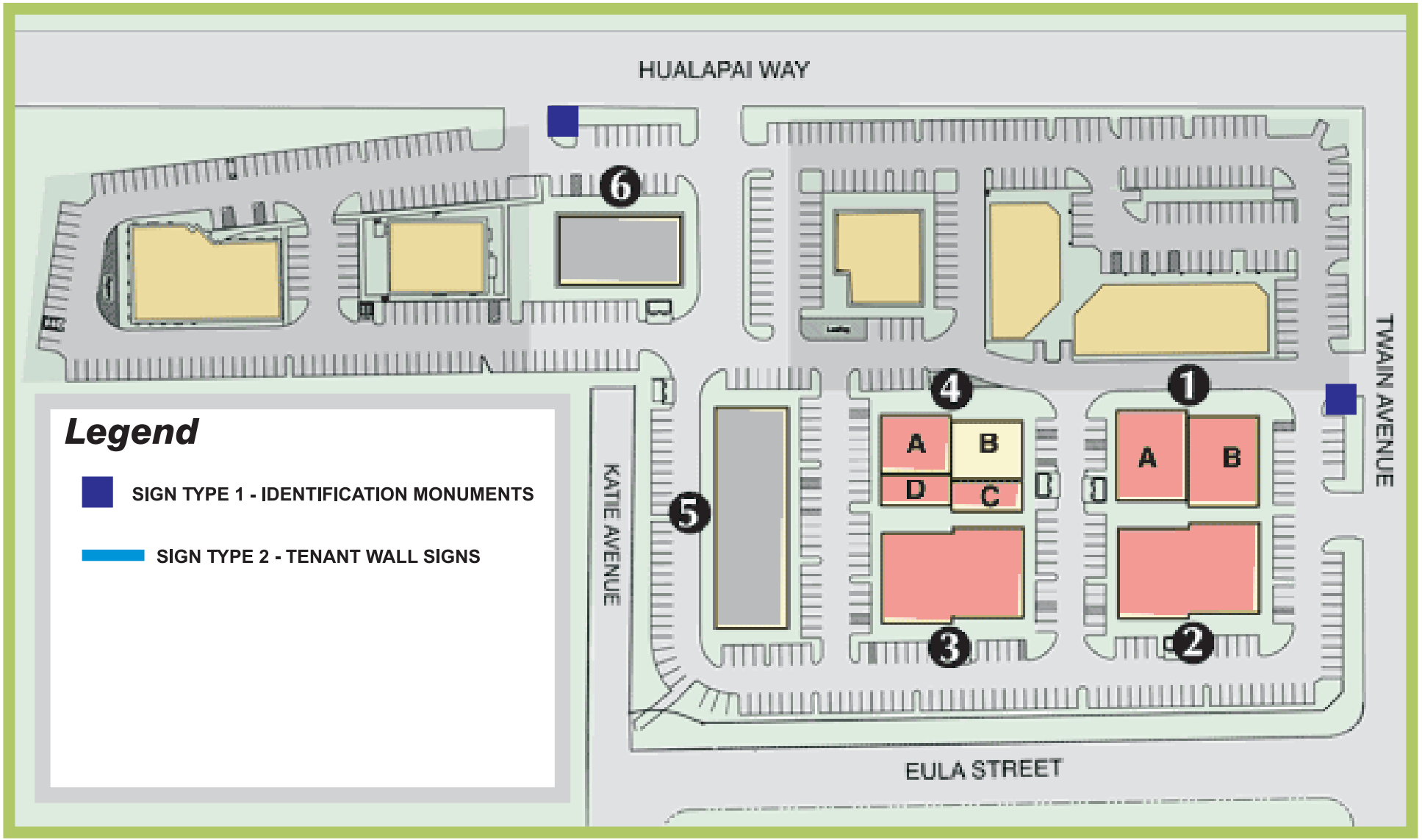
BUILDING SIGNAGE

SIGN TYPE 2 - TENANT WALL SIGNS

EVERY TENANT WILL BE ALLOWED HALO ILLUMINATED SIGNAGE TO IDENTIFY THEIR BUSINESS.
(SEE PAGE 11 FOR MORE DETAILS)

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Site Plan



VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Signage Guidelines

GENERAL

THE FOLLOWING CRITERIA HAS BEEN ESTABLISHED FOR THE PURPOSE OF ASSURING A CONSISTENT SIGN DESIGNED PROGRAM FOR THE MUTUAL BENEFIT OF ALL OCCUPANTS. FLEXIBILITY OF DESIGN IS ENCOURAGED AND AT THE SAME TIME OVERALL VISUAL HARMONY IN MAINTAINED. CONFORMITY WITH THIS CRITERIA WILL BE ENFORCED BY THE OWNER & LOCAL SIGN CODES. NON-CONFORMING OR UNAPPROVED SIGNAGE WILL BE BROUGHT INTO CONFORMITY AT EXPENSE OF THE TENANT.

SUBMITTAL TO OWNER

TENANT SHALL SUBMIT TWO (2) COPIES OF DETAILED SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO COUNTY SUBMITTAL OR SIGN FABRICATION. SIGN DRAWINGS ARE TO BE PREPARED BY A NEVADA LICENSED SIGN CONTRACTOR. ALL SIGNS MUST COMPLY WITH CITY, COUNTY, AND STATE CODES.

MEMBER / TENANT ELEVATIONS

SUBMITTALS SHALL INCLUDE THE FOLLOWING: SCALED ELEVATION OF TENANT'S SIGN DEPICTING THE PROPOSED SIGN DESIGN AND ALL THE DIMENSIONS AS THEY RELATE TO THE TENANT'S SIGN.

SHOP DRAWINGS

FULLY DIMENSIONED AND SCALED SHOP DRAWINGS SPECIFYING EXACT DIMENSIONS, COPY LAYOUT, TYPE STYLES, MATERIALS, COLORS, MEANS OF ATTACHMENT ILLUMINATION, ELECTRICAL SPECIFICATIONS, AND ALL OTHER DETAILS CONSTRUCTION.

SUBMITTAL TO COUNTY

ALL SIGNAGE MUST COMPLY WITH CITY, COUNTY, AND STATE CODES. IN ADDITION, ALL SIGNAGE MUST BE PRE-APPROVED BY THE ASSOCIATION'S BOARD OF DIRECTORS PRIOR TO INSTALLATION OF ANY SIGNAGE. FAILURE TO SECURE WRITTEN AUTHORIZATION BY THE BOARD OF DIRECTORS MAY LEAD TO THE REMOVAL OF THE SIGNAGE AT THE MEMBER'S COST. FOR CLARIFICATION, THE TERM 'OWNER' IS HEREIN DEFINED AS 'BOARD OF DIRECTORS OF THE HUALAPAI PROFESSIONAL PLAZA ASSOCIATION.

MEMBER / TENANT'S RESPONSIBILITY

1. MEMBER / TENANT'S SIGN CONTRACTOR SHALL CARRY WORKMAN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE AGAINST ALL DAMAGE SUFFERED OR DONE BY ANY AND ALL PERSONS AND/OR PROPERTY WHILE ENGAGED IN THE AMOUNT OF $1,000,000 PER OCCURRENCE. EVIDENCE OF THIS INSURANCE MUST BE PROVIDED TO 'BOARD OF DIRECTORS OF THE HUALAPAI PROFESSIONAL PLAZA ASSOCIATION PRIOR TO INSTALLATION.

2. THE OWNER MAY, AT HIS DISCRETION AND AT THE MEMBER / TENANT'S EXPENSE CORRECT, REPLACE, OR REMOVE ANY SIGN THAT IS INSTALLED WITHOUT WRITTEN APPROVAL.

MEMBER / TENANT'S RESPONSIBILITY (CONT.)

3. MEMBER / TENANT SHALL BE RESPONSIBLE FOR THE FOLLOWING EXPENSES RELATING TO THE SIGNAGE AT HIS OR HER STORE:
- 100% APPROVAL AND PERMIT PROCESSING COSTS AND APPLICATION FEES.
- 100% OF COSTS FOR SIGN FABRICATION AND INSTALLATION.

4.- UPON VACANCY, MEMBER / TENANT SHALL REMOVE SIGN AND RESTORE FASCIA TO ORIGINAL CONDITION AT MEMBER / TENANT'S SOLE COST AND EXPENSE WITHIN FIFTEEN (15) DAYS OF EXPIRATION OF TERM OR EARLIER TERMINATION OF MEMBER / TENANT'S LEASE.

- MEMBER / TENANT TO PROVIDE WIRING, POWER AND FINAL HOOK UP FROM HOUSE PANEL TO J-BOX.

IN ALL CASES WHERE SIGNAGE IS ILLUMINATED, THE POWER SOURCES ARE RESTRICTED TO MEMBERS / OWNERSHIP INTEREST UNIT'S SUB PANEL. THE ASSOCIATION'S POWERS SOURCES ARE NOT TO BE USED.

- MEMBER / TENANTS THAT OCCUPY MONUMENT SIGNS OR THE FREESTANDING SIGN SHALL BE RESPONSIBLE FOR THEIR PRORATA SHARE OF THE COST FOR ITS MANUFACTURE, INSTALLATION, MAINTENANCE AND LOCAL PERMIT FEES.

VENTURE CORPORATION

THIS CRITERIA IS OWNED AND MAINTAINED BY VISIBLE GRAPHICS INC. 8943 FULBRIGHT AVENUE, CHATSWORTH, CA 91311 (800) 545-9877

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

DESIGN GUIDELINES

THE PROPOSE OF ESTABLISHING THESE DESIGNS GUIDELINES IS TO ENSURE THAT EACH TENANT SIGN WILL CONTRIBUTE TO THE CENTER'S SUCCESS . HIGH QUALITY SIGNAGE, WHICH REFLECTS THE INTEGRITY OF THE ARCHITECTURE, WILL BE ENCOURAGED. TENANT INDIVIDUAL SIGNS SHOULD INCORPORATE A DIVERSITY OF SIGN STYLES, ICONS, AND MATERIALS.

A. MATERIALS

TENANT SIGNAGE SHOULD INCORPORATE THE FOLLOWING ACCEPTABLE MATERIALS SUBJECT TO OWNER AND CITY APPROVALS.

- ALL TENANT SIGNS SHALL CONSIST OF HALO ILLUMINATED CHANNEL LETTERS. DURONOTIC BRONZE FACE AND RETURNS, CLEAR ACRYLIC BACKS.

B. ILLUMINATION

TENANT SIGNAGE SHOULD INCORPORATE THE FOLLOWING ACCEPTABLE LIGHTING METHOD SUBJECT TO OWNER AND CITY APPROVAL.

- NEON
- LED

C. TYPE STYLES AND LOGOS

THE USE OF LOGOS DISTINCTIVE TYPESTYLES ARE ENCOURAGED FOR ALL TENANT SIGNS. TENANTS MAY ADOPT ESTABLISHED TYPESTYLES AND LOGOS. THESE IMAGES MUST BE ARCHITECTURALLY COMPATIBLE AND APPROVED BY OWNER.

D. SIGN COLORS AND FINISHES

THE BASIC DEFAULT COLOR FOR THE SIGNAGE & LETTERING IS DURONODIC BRONZE. A LOGO MAY BE PRESENTED IN COLOR, HOWEVER, ALL LOGO DESIGN AND LAYOUT MUST BE PRE-APPROVED BY THE ASSOCIATION'S BOARD OF DIRECTORS. LOGO'S CAN NOT EXCEED 36" IN HEIGHT. ALL SIGNS TO BE REVERSE CHANNEL LETTER BACK- LIT CONSTRUCTION. ANY VARIATIONS TO THIS MUST BE PRE-APPROVED BY THE BOARD OF DIRECTORS FONT TYPES NEED TO BE PRE-APPROVED.

E. MEMBER / TENANT SIGN ALLOCATION

SIGN QUANTITIES AND AREAS AS SET FORTH IN THIS PROGRAM ARE DEEMED FAIR AND APPROPRIATE FOR THE CURRENT TENANT OCCUPANCIES. IN THE EVENT THAT TENANT LEASEHOLD SPACES ARE DIVIDED OR COMBINED IN THE FUTURE , SIGN LOCATIONS AREAS, AND QUANTITIES MAY CHANGE, PROVIDED THAT THE OVERALL SIGN AREA AND OTHER SIGN SIZE LIMITATIONS AS SET FORTH BY THIS PROGRAM ARE NOT EXCEEDED.

F. SIZE AND QUANITY

SIZES AND QUANTITIES FOR TENANT SIGNS SHALL BE OUTLINED IN THIS CRITERIA FOR EACH SIGN TYPE.

G. PROHIBITED SIGNS

THE FOLLOWING SIGNS ARE PROHIBITED BY OWNER:

- TEMPORARY SIGNS, WINDOW SIGNS, PLACARDS, FLAGS PENNANTS, AND BANNERS OF ANY TYPE SHALL BE PROHIBITED, EXCEPT AS OTHERWISE PREVIOUSLY APPROVED BY THE OWNER AND CLARK COUNTY PRIOR TO INSTALLATION.

- NO ANIMATED, FLASHING, AUDIBLE, OFF-PREMISE, OR VEHICLE SIGNS ARE ALLOWED.

- NO EXPOSED RACEWAYS, CROSS-OVERS, CONDUITS, NEON TUBE CONDUCTORS OR TRANSFORMERS ARE ALLOWED.

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

FABRICATION REQUIREMENTS

FABRICATION AND INSTALLATION OF ALL SIGNS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

A. ALL SIGNS SHALL BE FABRICATED AND INSTALLED WITH UL APPROVED COMPONENTS AND BE IN COMPLIANCE WITH ALL BUILDING AND ELECTRICAL CODES.

B. ALL SIGNS SHALL BE FABRICATED AND INSTALLED WITH NO VISIBLE SCREWS, SEEMS, RIVETS, OR FASTENING DEVICES.

C. SIGNS SHALL BE MADE OF DURABLE RUST INHIBITED MATERIALS THAT ARE APPROPRIATE AND COMPLEMENTARY TO THE BUILDING.

D. SIGN MANUFACTURE SHALL SUPPLY A UL LABEL IN AN INCONSPICUOUS LOCATION.

E. LOGO AND MONUMENT SIGN PAINT COLORS AND FINISHES MUST BE REVIEWED AND APPROVED BY THE OWNER.

F. NEON TUBING SHALL BE 12-13mm. NEON TRANSFORMERS SHALL BE 30MA. FLOURESCENT LAMPS ARE NOT PERMITTED.

G. LETTER FACES SHALL BE ATTACHED TO RETURNS USING A CONTINUOUS WELD. LIGHT LEAKS BETWEEN FACES AND RETURNS WILL NOT BE PERMITTED.

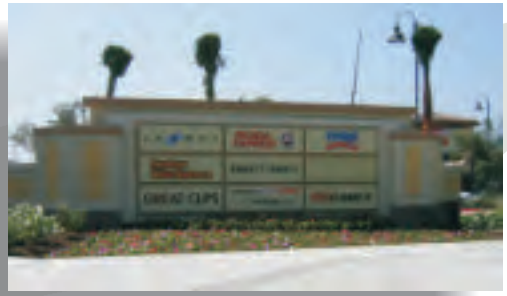
H. ALL HALO ILLUMINATED SIGNS WILL HAVE LETTER BACKS THAT ARE 3/16" THICK CLEAR LEXAN.

I. ALL HALO LETTERS SHALL BE INSTALLED PIN-MOUNTED 1-½" OFF BUILDING FASCIA USING THREADED RODS OR ANCHOR BOLTS. SPACERS SHALL BE NON-CORROSIVE, AND PAINTED TO MATCH BUILDING COLOR. ALL BOLTS AND MOUNTED DEVICES SHALL CONSIST OF PORCELAIN FINISHED IRON, STAINLESS STEEL, ALUMINUM OR CARBON BEARING STEEL WITH PAINTED FINISH. ANGLE CLIPS ATTACHED TO LETTER SIDES WILL NOT BE PERMITTED.

J. ALL SIGN FINISHES SHALL BE FREE OF DUST, ORANGE PEEL, DRIPS, AND RUNS. FINISHES SHOULD HAVE UNIFORM COVERAGE AND BE OF THE HIGHEST QUALITY.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC





Identification Monuments

"...THE BASIC REQUIREMENT OF A HIGHWAY SIGN IS THAT IT BE LEGIBLE TO THOSE FOR WHOM IT IS INTENDED AND THAT IT BE UNDERSTOOD IN THE TIME TO PERMIT PROPER RESPONSE. THIS MEANS HIGH VISIBILITY, LETTERING OR SYMBOLS OF ADEQUATE SIZE, AND A SHORT LEGEND FOR QUICK PERCEPTION BY A DRIVER APPROACHING A SIGN AT HIGH SPEEDS."

The U.S. Department of Transportation

VENTURE
CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Sign Type - 1

THERE WILL BE T (2) MULTIPLE TENANT MONUMENTS. THEY WILL BE DOUBLE-FACED AND WILL IDENTIFY THE SITE AND TENANTS. EIGHT (8) TENANT PANELS WILL BE AVAILABLE FOR EACH SIDE.

SIZES
OAH (OVERALL HEIGHT): 10'-0"

CONSTRUCTION
ID CABINET: ALUMINUM CABINET AND ACCENTS PAINTED WITH DESIGNED COLORS.
PAINTED:
BASE CABINET: TBD
TENANT CABINET: BLACK

TENANT PANELS: ACRYLIC PANELS WITH 1ST SURFACE VINYL
ILLUMINATION:
HIGH OUTPUT FLUORESCENT
PAINTED:
TBD

TOP: ALUMINUM ACCENT TO MATCH BUILDING ACCENT.
PAINTED:
TBD

BASE: ALUMINUM GRASS GUARD



SIGN TYPE 1 - IDENTIFICATION MONUMENTS

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Sign Type - 2 multi- tenant building



THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.

MEMBER / TENANT SIGN LOCATION TO BE CENTERED ON THE PREMISES AND / OR DOORWAY FRONTAGE. MEMBER / TENANTS WITH TWO FRONTAGES MAY BE PERMITTED TWO SIGNS SUBJECT TO THE OWNERS ASSOCIATION APPROVAL.

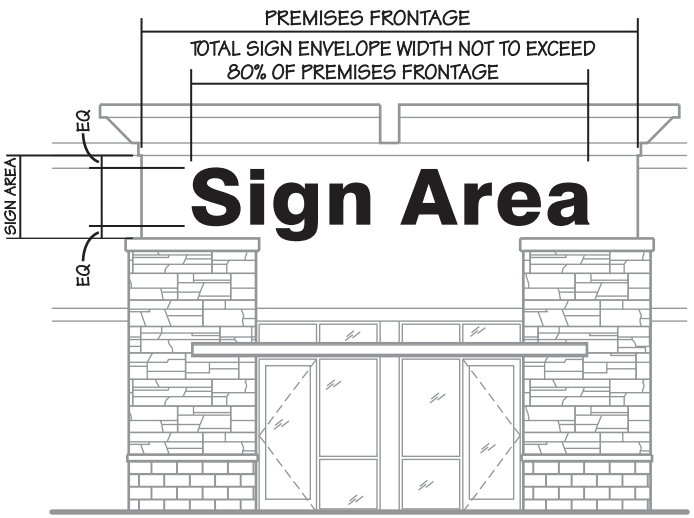


SIGN TYPE 2 - TENANT WALL SIGNS

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Sign Type - 2 multi- tenant building



THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.

MEMBER / TENANT SIGN LOCATION TO BE CENTERED ON THE PREMISES AND / OR DOORWAY FRONTAGE. MEMBER / TENANTS WITH TWO FRONTAGES MAY BE PERMITTED TWO SIGNS SUBJECT TO THE OWNERS ASSOCIATION APPROVAL.



SIGN TYPE 2 - TENANT WALL SIGNS

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Sign Type - 2

SIGN LAYOUTS

THE MAXIMUM LETTER HEIGHT SHALL NOT EXCEED A CAPITAL LETTER HEIGHT OF TWENTY FOUR INCHES (24") FOR A SINGLE LINE. DOUBLE LINES SHALL NOT EXCEED THIRTY SIX INCHES (36") IN TOTAL, LOGOS THAT ARE DISPLAYED CAN NOT EXCEED 36" IN HEIGHT AND MUST REMAIN WITHIN THE SAME PLANE OF THE PRIMARY SIGNAGE LAYOUT. LETTER HEIGHT MAY VARY. SEE RIGHT FOR EXAMPLES.

TENANT SIGNAGE MAY HAVE OCCASIONAL ASCENDERS AND DESCENDERS OR LOGO DETAILS (MAXIMUM OF 4%). THEY MAY NOT BE CLOSER THAN THREE INCHES (3") FROM A BREAK OR DELINEATION OF ARCHITECTURE.

A MINIMUM OF ONE-HALF LETTER HEIGHT LINE SPACING WILL BE USED BETWEEN ALL MULTIPLE LINES OF SIGNAGE LAYOUTS, UNLESS CORPORATE STANDARDS (OWNER'S REGISTERED TRADEMARK) CREATE A UNIQUE CIRCUMSTANCE.

SIGNAGE AREA AND QUANTITY

THE OVERALL HEIGHT OF ANY SIGN LAYOUT FOR TENANT SHALL BE HELD TO A MAXIMUM VERTICAL HEIGHT OF THIRTY SIX INCHES (36") .

THE OVERALL LENGTH OF ANY MEMBER / TENANT BUILDING SIGN CAN NOT EXCEED 17 LINEAR FT IN WIDTH (BASIS: HORIZONTAL AXIS). WITH THE EXCEPTION ON BUILDINGS 5 & 6 (BASED ON SINGLE TENANT OCCUPANCY) A MAXIMUM SIGNAGE WIDTH OF 25 LINEAR FT IS ALLOWED.
ONLY ONE (1) SIGN IS ALLOWED PER TENANT FRONTAGE FACING A STREET OR DESIGNATED PARKING AREA.



TYPICAL SINGLE LINE SIGN LAYOUT



TYPICAL SINGLE LINE SIGN LAYOUT





TYPICAL DOUBLE LINE SIGN LAYOUT

VENTURE CORPORATION

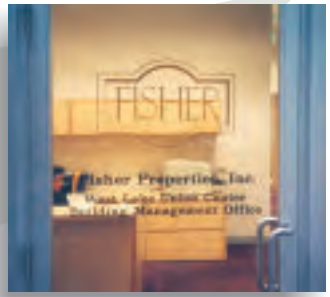
SIGN TYPE 2 - TENANT WALL SIGNS

THIS CRITERIA IS OWNED AND MAINTAINED BY VISIBLE GRAPHICS INC. 8943 FULBRIGHT AVENUE, CHATSWORTH, CA 91311 (800) 545-9877

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC







Additional Tenant Specs

Front & Rear Window ID Signage
Construction Signs

VENTURE CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

Aggregate Sign Area
The Total area of all permitted signs pertaining to any one Owner/ occupant, which includes wall signage and window signage/ graphics

Architectural Frontage
The portion of the building frontage of the owned or lease space which has been delineated through use of reveals, patterning, matterials, finnishes, column break, etc that creates a special area for signage.

Building Frontage
The lineal frontage of the occupancy space.

Cabinet (Typical)
Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, internally backlit in a box construction.

Owner
'Board of Directors' of the Hualapai Professional Plaza Association, body that reviews and approves signage.

Graphics
Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

Sign Area
The area contained within the smallest group of an individual rectangle, which enclosures all elements of a sign's copy and logos.

Street Front Signage
Signage installed parallel to the building fascia, typically located along the front of the building parapet, fascia or building wall intended for the viewing of vehicular traffic on the street or within parking areas.

Suite Entry & Graphics - Permanent
Signage located along the storefront portion, oriented to the pedestrian. Typically includes the transparent portion of storefront windows or entry doors and/or solid wall areas used for merchandise display and permanent graphics; architectural awnings; Owner/Occupant suite number; logo and name identification; secondary name modifiers; hours of operation; services or name brand marketing, menu cabinets, etc.

Suite Entry & Graphics - Temporary
Any Sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other like material with or without frames.

All signs at **Hualapai Professional Plaza** ,must be compatible with the standards outlined in these Signage Criteria Standards. The purpose of the sign standards is to ensure an attractive professional environment and to protect the interests of the surrounding neighborhood, Owner, and Member / Tenants of all buildings within the Plaza. Conformance will be strictly enforced, and any installed nonconforming or unapproved sighs will be brought into conformance at the sole expense of the Member/Tenant.

Each Member / Tenant is responsible for the manufacturing and installation of there own signage. If a Member / Tenant does not have a corporate logo, a standard recommended type style should be used. All corporate standards are subject to Board of Directors review.

Before designing signs, all Member / Tenants will receive a copy of these signage standards along with a checklist of submittal requirements. Sign plans submitted to the Board of Directors for approval must conform to these standards. The Board of Directors will administer and interpret the design quality of the submittal to the criteria. All signs must be approved in writing by the 'Board' prior to permit application and installation.

VENTURE
CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

For Board of Directors review, send signage drawings, in duplicate, to:

Venture
Corporation

5735 South Fort Apache Rd
Las Vegas, NV 89148
(702) 341-8809
Contact: Felicia Nilson

1 Signage Proposal Each Owner/Occupant must submit to the Board of Directors. two (2) sets of detailed Construction Drawings; project site plan of building location; colored elevations showing all proposed tenant wall signage, entry plaque and window graphics to scale. Detail construction drawings and specifications must include sizes, design, colors, materials, lettering, graphics, conduits, junction boxes, sleeves, and other mounting apparatus of all proposed wall and window signs. This submittal must be made, and approved by the committee, at least fifteen (15) days Prior to submitting requests for permits or manufacturing.

2 Sign contractor's responsibilities Prior to preparation of signage drawings and specifications, the Memver / Tenant sign contractor must review all architectural, structural, and electrical documents as they relate to the building wall and/or storefront at the proposed signage location. in addition, the sign contractor should visit the project site to become familiar with as-built conditions and verify all dimensions.

3 Board review After review of the signage proposal, the Board of Directors will return one of the two (2) sets of drawings to the Member / Tenant, marked either "approved," "approved with noted Revisions," or "Denied."

4 "Approved" If drawings are marked "Approved," the Member / Tenant is allowed to submit them to governing agencies for code compliance and approval. Once approvals have been received from the governing agencies, then the contractor is authorized to proceed with sign construction and installation in accordance with the approved drawings. A copy of the permit shall be sent to the owner for their files.

5 "Approved With Noted Revisions" If drawings are marked "Approved With Noted Revisions," the Member / Tenant is allowed to proceed with sign permitting provided that any modifications noted are incorporated into the design. An applicant that takes exception to the noted modifications may revise and resubmit, as explained below.

6 "Denied" If drawing is marked "Denied" the plans will be returned to the Member / Tenant with comments. The drawings should be revised and resubmitted for Committee approval.

7 Openings in building walls Locations of all openings for conduit and sleeves in building walls must be indicated by the sign contractor on the drawings submitted. The contractor shall install the sign in accordance with the approved drawings.

8 Messages Signs are restricted and advertising either (a) the person, firm, company, or corporation operating the use conducted on the site, or (b) the products sold therein, but not both.

9 Member / Tenant responsibilities for sign regulations The 'Boards' approval of a Member / Tenant's signage plan does not constitute an implication, representation, or certification by the Board of Directors, that those plans are in compliance with applicable statues, codes, ordinances, or other regulations. Compliance with other regulations is the sole responsibility of the Member / Tenant for all work performed on the premises by or for the Member / Tenant.

10 Prohibited signs

"Typical"- cabinet of acrylic, plexiglass, or plastic-faced panels with first-surfaced or second-surface applied or painted graphics, internally backlit graphics.

No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted, or affixed on any part of the buildings visible from outside the premises, except as specifically approved by the Board of Directors.

Rude, obscure, offensive, animated, flashing, blinking, rotating,

VENTURE
CORPORATION

THIS CRITERIA IS OWNED AND MAINTAINED BY VISIBLE GRAPHICS INC. 8943 FULBRIGHT AVENUE, CHATSWORTH, CA 91311 (800) 545-9877

moving, or audible signs.
Placards; posters; playbills; postings; paintings; flags; signs in public right-of-way; and fixed balloons are not permitted in any location, whether not visible from outside the premises.
Change-panel signs.
“A” frames and portable signs.
Signs that are installed without written approval from the Owner, or that are inconsistent with approved drawings, may be subject to removal and reinstallation by the Owner at the Member / Tenant’s expense.

11 Illuminated signs Clark County requires permits for all signs and electrical permits for all signs that are illuminated It is the Member / Tenant’s sole responsibility to secure these and any other permits that may be required prior to the construction and installation of any signs.

12 Size limitation Each Member / Tenant must limit the area of its sign in accordance with the area allocation for signage as outlined in the criteria standards. Maximum sign length varies according to the building frontage, but it must not exceed the area allocated. Each Member / Tenant will be granted a minimum of one sign.
Member / Tenants with more then one elevation wall may have one sign on each elevation, if code allows the amount of square footage per Member / Tenant

13 Labels No labels are permitted on the exposed surface of signs, except those required by local ordinance. Sets of individual letters shall have one label on the end letter only. (these are to be installed in an inconspicuous location.)

14 Freestanding and maintenance Each Member / Tenant is fully responsible for the upkeep and maintenance of its sign(s) and Member / Tenants are to repair any sign defects within five (5) days of notification. If an Member / Tenant does not repair said sign(s), the Board of Directors, at the Member / Tenant’s sole cost and expense, may repair and/or replace sign(s). A penalty of 100% of the ‘Boards’ cost to repair said signage, in addition to the cost of the repair. may be assessed to the Member / Tenant if the ‘Board’ is required to provide the necessary maintenance due to the Member / Tenant’s noncompliance following notification.

16 Illumination timer Member / Tenant to provide wiring, power and final hook up from house panel to j-box.

in all cases where signage is illuminated,
the power sources are restricted to
members / ownership interest unit’s sub panel.
the association’s powers sources
are not to be used.

17 Sealing of building penetrations All penetrations of the building structure required for sign installation and illumination shall be neatly sealed in a watertight fashion.

18 Damage caused by or during installation The sign contractor and/or Member /Tenant will pay for any damage to a building’s fascia, canopy, structure, roof, or flashing caused by sign installation. Member / Tenant shall be fully responsible for the operations of their sign contractor and shall indemnify, defend, and hold Board of Directors harmless for, and against damages or liabilities of account thereof.

19 Required insurance for sign contractors All sign contractors must carry workers’ compensation and commercial liability insurance against all damages suffered or done to any and all persons and/or property while engaged in the construction or installation of signs, with a combined single limit in an amount not less then one million and no/100 dollars ($1,000,000.00) per occurrence. Every sign contractor must hold a current contractor’s license in the State of Nevada.

20 Board of Director’s right to modify requirements The ‘board’ has the right to modify the sign standards for design quality and criteria requirements for any Member / Tenant.

VENTURE
CORPORATION

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

SIGNAGE REVIEW SUBMITAL CHECKLIST

General Information

- ☐ Name of Project
- ☐ Name of building Member / Tenant, address, suite number, phone and fax numbers
- ☐ Two (2) full color sets of drawings
- ☐ Site Plan with building footprint of Member /Tenant's space and building sign location(s)
  (Include street names and North arrow on plans)

Signage Drawings Must Inclue :

Elevation showing :

- ☐ Height from grade to measuring standard per criteria specifications
- ☐ Dimensioned length of Member / Tenant's frontage where sign is located
- ☐ background wall callouts - finishes, colors, etc.

Colored drawings or photographs of :

- ☐ All elevations proposed to have signage, illustrating the signage place

Details of letter/logo layouts with :

- ☐ All dimensions including square footage
- ☐ Colors to be used
- ☐ Fabrication and installation methods
- ☐ Finished per standards

Sign Fabrication information :

- ☐ Company name, contact name, phone number and address

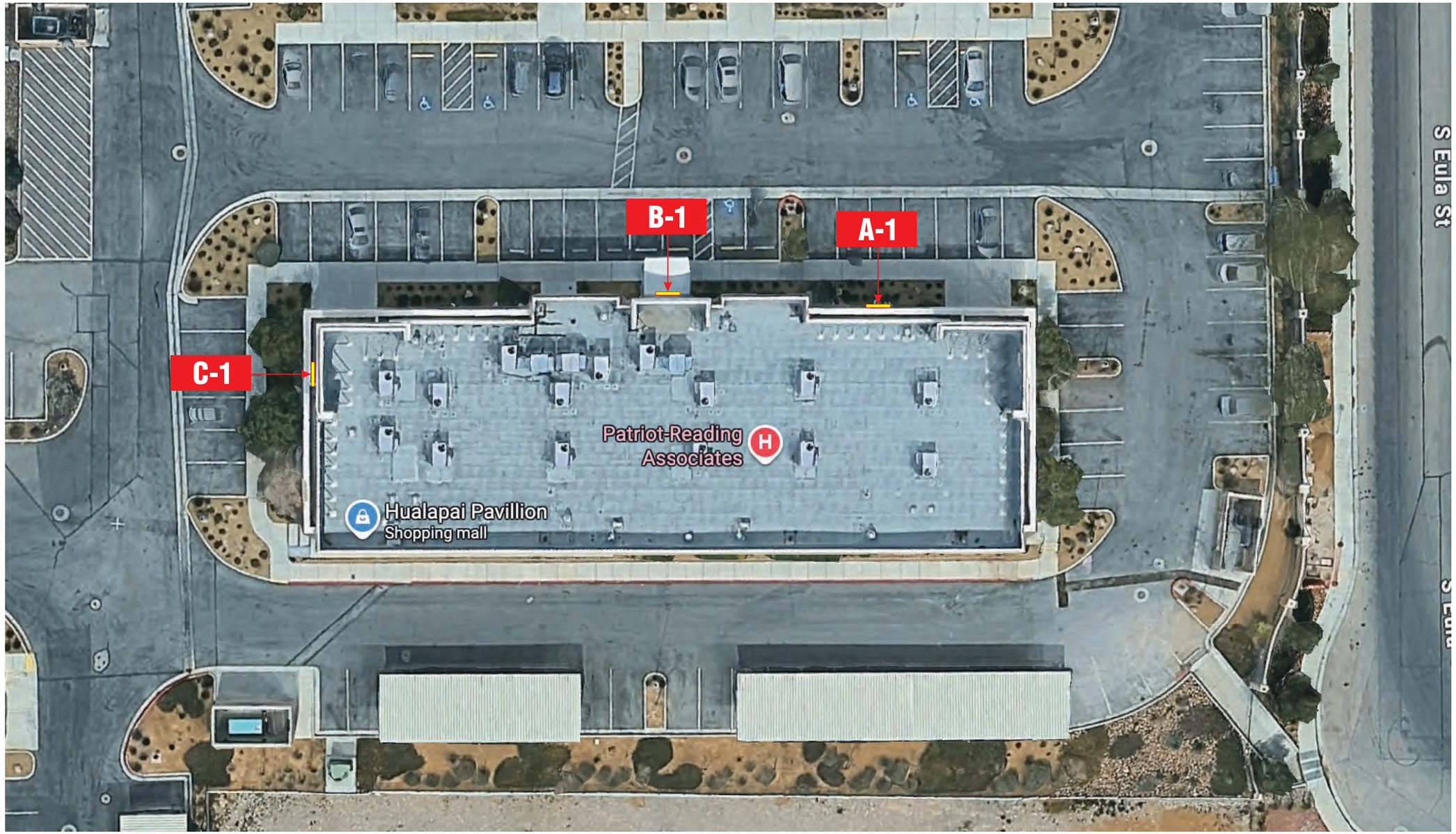
VENTURE
CORPORATION

THIS CRITERIA IS OWNED AND MAINTAINED BY VISIBLE GRAPHICS INC. 8943 FULBRIGHT AVENUE, CHATSWORTH, CA 91311 (800) 545-9877

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

EXHIBIT "C-1"

TENANT'S APPROVED SIGN





HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	1 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.

THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.

PLEASE VISIT US AT:
WWW.HARTLAUERSIGNS.COM

COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC.
ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

A-1



North Elevation Entrance 1

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	2 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.

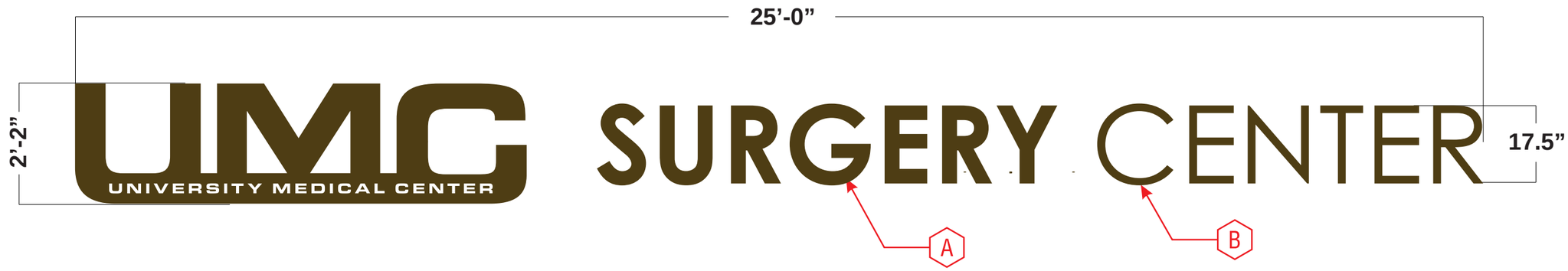
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.

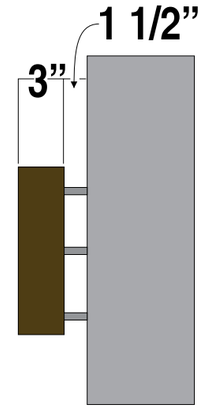
PLEASE VISIT US AT:
WWW.HARTLAUERSIGNS.COM

COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC.
ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

A-1





A	ILLUMINATED REVERSE CHANNEL LETTERS - DIMENSIONS
3.0	

PART	MANUFACTURE AND INSTALL THE FOLLOWING:	FINISHES	QTY
A	- LETTERS TO BE ROUTED-OUT ALUMINUM FACES WITH 3” DEEP ALUMINUM RETURNS - EXTERIOR OF LETTERS TO BE PAINTED FINISH, INTERIOR TO BE REFLECTIVE WHITE	PT-1	ONE SET (1)
B	- LETTER BACKS TO BE ROUTED-OUT 1/4” CLEAR LEXAN TO CREATE HALO EFFECT - LETTERS TO BE INTERNALLY ILLUMINA TED USING 7100K WHITE LED MODULES - LETTERS TO BE MOUNTED TO WALL USING 1 1/2” PVC OR METAL SPACERS	PT-1	

FINISH SCHEDULE	
PT-1	MATTHEWS PAINT DURANODIC BRONZE (SATIN FINISH)

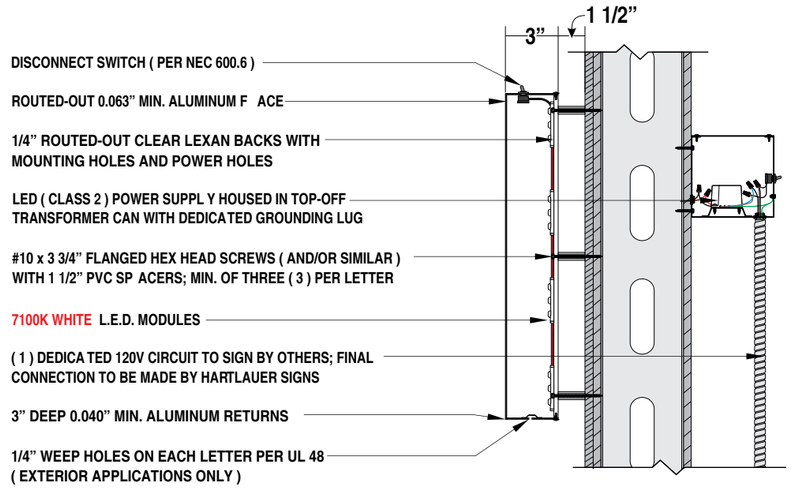
GENERAL NOTES

- ALL SIGNAGE TO BE MOUNTED TO BUILDING WALL USING APPROPRIATE FASTENERS AND METHODS, EXACT MOUNTING TO BE VERIFIED IN FIELD OR DETERMINED BY STRUCTURAL ENGINEER WHERE APPLICABLE
- ANY EXISTING SIGNAGE TO BE REMOVED AND W ALL REPAIRED BEFORE INSTALLATION OF ANY NEW SIGNAGE
- MIN. OF ONE (1) 120V 20A CIRCUIT TO WITHIN 6’ OF SIGN LOCATION(S) BY OTHERS, FINAL ELECTRICAL CONNECTION TO BE MADE BY HARTLAUER SIGNS (PRELIMINARY REQUIREMENTS)



ILLUMINATION EXAMPLE

SIDE VIEW



B	ILLUMINA TED REVERSE CHANNEL LETTERS - DETAIL
3.0	scale: N.T.S.

ELECTRICAL TO BE U.L. APPROVED AND SHALL MEET N.E.C. STANDARDS
Underwriters Laboratories Inc. LISTED
ELECTRIC SIGN

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit
OFFICIAL MEMBER OF NAWBO
APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	3 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.
PLEASE VISIT US AT: WWW.HARTLAUERSIGNS.COM
COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC. ALL RIGHTS RESERVED.

B-1



North Elevation Entrance 2

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	4 OF 8

UMC
UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY. FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.

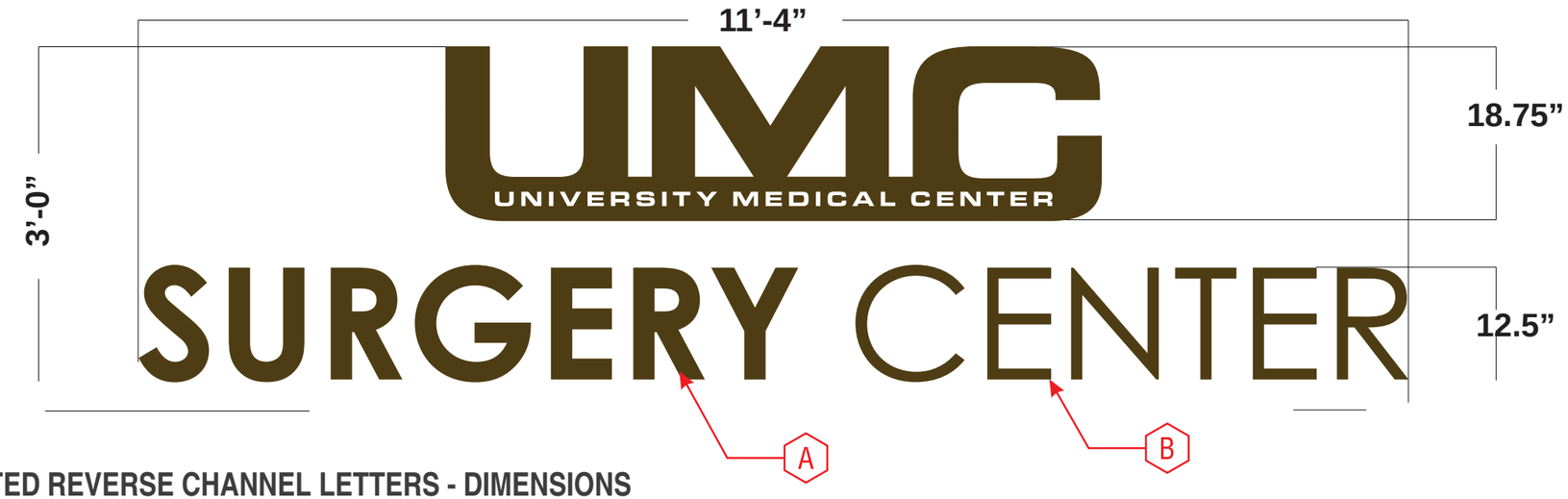
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.

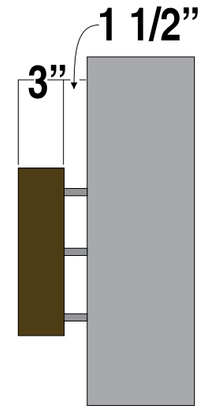
PLEASE VISIT US AT:
WWW.HARTLAUERSIGNS.COM

COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC.
ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

B-1





A	ILLUMINATED REVERSE CHANNEL LETTERS - DIMENSIONS
3.0	

PART	MANUFACTURE AND INSTALL THE FOLLOWING:	FINISHES	QTY
A	- LETTERS TO BE ROUTED-OUT ALUMINUM FACES WITH 3” DEEP ALUMINUM RETURNS - EXTERIOR OF LETTERS TO BE PAINTED FINISH, INTERIOR TO BE REFLECTIVE WHITE	PT-1	ONE SET (1)
B	- LETTER BACKS TO BE ROUTED-OUT 1/4” CLEAR LEXAN TO CREATE HALO EFFECT - LETTERS TO BE INTERNALLY ILLUMINA TED USING 7100K WHITE LED MODULES - LETTERS TO BE MOUNTED TO WALL USING 1 1/2” PVC OR METAL SPACERS	PT-1	

FINISH SCHEDULE	
PT-1	MATTHEWS PAINT DURANODIC BRONZE (SATIN FINISH)

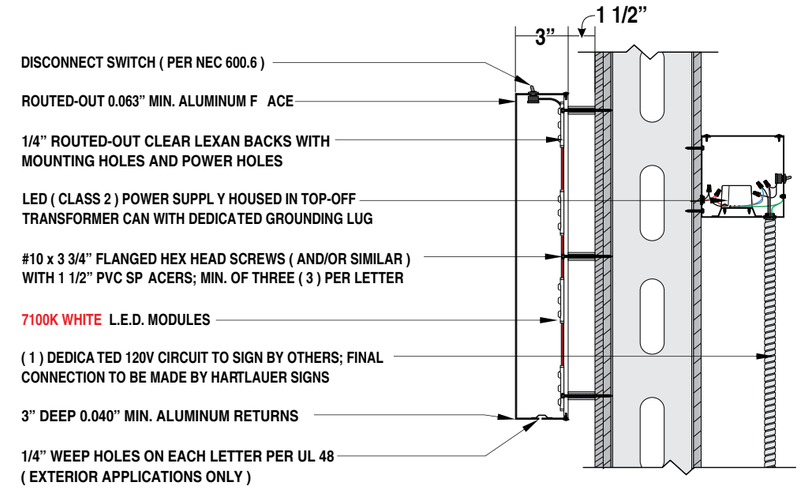
GENERAL NOTES

- ALL SIGNAGE TO BE MOUNTED TO BUILDING WALL USING APPROPRIATE FASTENERS AND METHODS, EXACT MOUNTING TO BE VERIFIED IN FIELD OR DETERMINED BY STRUCTURAL ENGINEER WHERE APPLICABLE
- ANY EXISTING SIGNAGE TO BE REMOVED AND W ALL REPAIRED BEFORE INSTALLATION OF ANY NEW SIGNAGE
- MIN. OF ONE (1) 120V 20A CIRCUIT TO WITHIN 6’ OF SIGN LOCATION(S) BY OTHERS, FINAL ELECTRICAL CONNECTION TO BE MADE BY HARTLAUER SIGNS (PRELIMINARY REQUIREMENTS)



ILLUMINATION EXAMPLE

SIDE VIEW



B	ILLUMINA TED REVERSE CHANNEL LETTERS - DETAIL
3.0	scale: N.T.S.

ELECTRICAL TO BE U.L. APPROVED AND SHALL MEET N.E.C. STANDARDS
Underwriters Laboratories Inc.
ELECTRIC SIGN

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	5 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.
PLEASE VISIT US AT: WWW.HARTLAUERSIGNS.COM
COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC. ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

C-1



West Elevation Facing Hualapai

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	6 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY. FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.

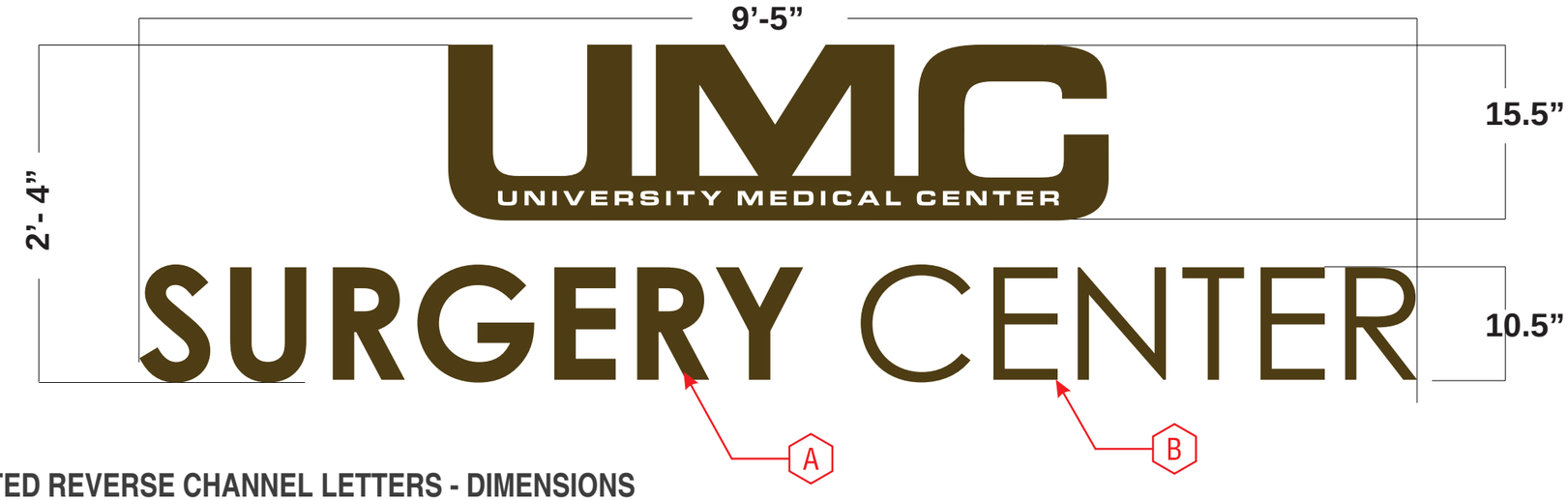
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.

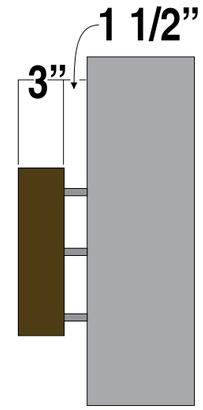
PLEASE VISIT US AT:
WWW.HARTLAUERSIGNS.COM

COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC.
ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC

C-1





A	ILLUMINATED REVERSE CHANNEL LETTERS - DIMENSIONS
3.0	

PART	MANUFACTURE AND INSTALL THE FOLLOWING:	FINISHES	QTY
A	- LETTERS TO BE ROUTED-OUT ALUMINUM FACES WITH 3" DEEP ALUMINUM RETURNS - EXTERIOR OF LETTERS TO BE PAINTED FINISH, INTERIOR TO BE REFLECTIVE WHITE	PT-1	ONE SET (1)
B	- LETTER BACKS TO BE ROUTED-OUT 1/4" CLEAR LEXAN TO CREATE HALO EFFECT - LETTERS TO BE INTERNALLY ILLUMINA TED USING 7100K WHITE LED MODULES - LETTERS TO BE MOUNTED TO WALL USING 1 1/2" PVC OR METAL SPACERS	PT-1	

FINISH SCHEDULE	
PT-1	MATTHEWS PAINT DURANODIC BRONZE (SATIN FINISH)

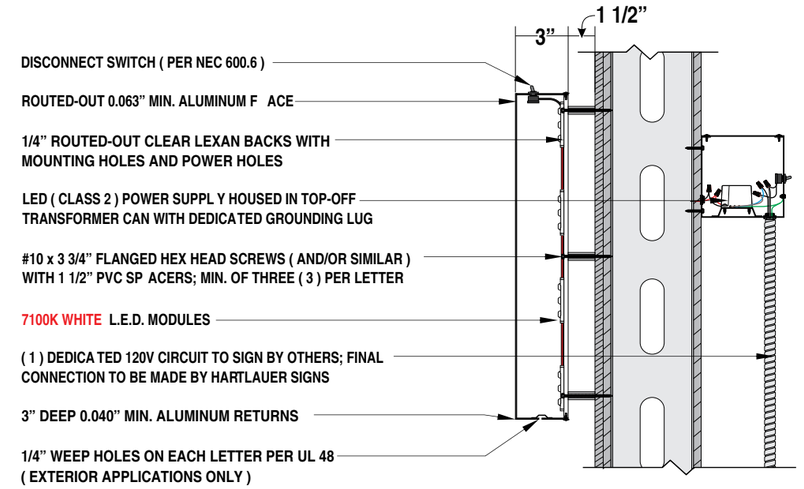
GENERAL NOTES

- ALL SIGNAGE TO BE MOUNTED TO BUILDING WALL USING APPROPRIATE FASTENERS AND METHODS, EXACT MOUNTING TO BE VERIFIED IN FIELD OR DETERMINED BY STRUCTURAL ENGINEER WHERE APPLICABLE
- ANY EXISTING SIGNAGE TO BE REMOVED AND W ALL REPAIRED BEFORE INSTALLATION OF ANY NEW SIGNAGE
- MIN. OF ONE (1) 120V 20A CIRCUIT TO WITHIN 6' OF SIGN LOCATION(S) BY OTHERS, FINAL ELECTRICAL CONNECTION TO BE MADE BY HARTLAUER SIGNS (PRELIMINARY REQUIREMENTS)



ILLUMINATION EXAMPLE

SIDE VIEW



B	ILLUMINA TED REVERSE CHANNEL LETTERS - DETAIL
3.0	scale: N.T.S.

ELECTRICAL TO BE U.L. APPROVED AND SHALL MEET N.E.C. STANDARDS
Underwriters Laboratories Inc.
ELECTRIC SIGN

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	7 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.
PLEASE VISIT US AT: WWW.HARTLAUERSIGNS.COM
COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC. ALL RIGHTS RESERVED.

Docusign Envelope ID: B4A0FCCE-46A1-86D1-8392-B55946CDEEDC



Hualapai Pylon

UMC Surgery Center

One (1) set
40"x11"
tenant vinyl
for d/s monument sign
gloss black vinyl

HARTLAUERSIGNS
WWW.HARTLAUERSIGNS.COM
(702)880-4328
LIC# 0072762 C-6
$200,000 Bond Limit

OFFICIAL MEMBER OF NAWBO

APPROVED CLARK COUNTY NEVADA FABRICATOR

PROJECT NAME:	UMC Surgery Center
SITE ADDRESS:	10196 Twain
OWNER NAME:	
PARCEL NUMBER:	
APPROVAL:	
CONTRACTOR:	

DATE DRAWN:	8/7/26
DRAWN BY:	Caryn Harper
SALES REP:	Caryn Harper
DESIGN #:	261594
PAGE #:	8 OF 8

UMC UNIVERSITY MEDICAL CENTER
SURGERY CENTER

THIS DESIGN IS FOR CONCEPTUAL USE ONLY, FINISHED PRODUCT MAY DIFFER SLIGHTLY IN DIMENSION AND COLOR.
THIS DESIGN IS PROPERTY OF HARTLAUER SIGNS AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF HARTLAUER SIGNS. IF FOR ANY REASON OUR DESIGNS ARE USED IN THE MANUFACTURING OF A SIGN BY ANOTHER SIGN CONTRACTOR, YOU WILL BE BILLED FOR THE DESIGNS HARTLAUER SIGNS HAS CREATED.

PLEASE VISIT US AT:
WWW.HARTLAUERSIGNS.COM

COPYRIGHT © 2018
HARTLAUER MANUFACTURING LLC.
ALL RIGHTS RESERVED.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

	NONE	
Corporate/Business Entity Name:	VERLAINE LLC	
(Include d.b.a., if applicable)		
Street Address:	6970 S. Cimarron Road #220	**Website: N/A**
City, State and Zip Code:	LAS VEGAS, NV 89113	**POC Name:** **Email:**
Telephone No:	702-401-1059	**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)
NONE		

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

GEORGE JOHNSON
Print Name

Property Manager
Title

08/03/2026
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: **Education – HEALS**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an informational update from Diego Trujillo, CEO of HEALS regarding Membership, Workforce Pipeline and the HEALS Foundation; and direct staff accordingly. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the activities of Heals in the community.

Cleared for Agenda
October 28, 2026

Agenda Item #
16

H·E·A·L·S
HEALTH · EDUCATION · ADVOCACY · LEADERSHIP
of SOUTHERN NEVADA

LAS VEGAS HEALS

Building the Future of Healthcare in Southern Nevada



Diego Trujillo
Chief Executive Officer
Las Vegas HEALS

UMC + LAS VEGAS HEALS

Connecting UMC to Southern Nevada's healthcare community

UMC
UNIVERSITY MEDICAL CENTER

H·E·A·L·S
HEALTH · EDUCATION · ADVOCACY · LEADERSHIP
of SOUTHERN NEVADA

As a HEALS member, UMC has access to a healthcare network built around four areas:

VISIBILITY

Highlight UMC's leadership, programs, people and impact across the healthcare community.

CONNECTION

Connect UMC leaders and teams with healthcare executives, physicians, educators, policymakers and community partners.

ENGAGEMENT

Provide opportunities for UMC leaders and subject matter experts to participate in coalitions, events, discussions and industry initiatives.

WORKFORCE

Connect UMC with students, residents, healthcare professionals and workforce-development initiatives.

UMC IN THE HEALS COMMUNITY

Membership is more than access. It is visibility, participation and connection.



FEATURED

From a feature in the magazine, UMC edition of the magazine, podcast, or Scholarships for nursing students. We are happy to see UMC utilize the membership to connect with the community.



ENGAGED

Game of Thrones presentation on the new Crisis Stabilization Unit and how the community can support.



CONNECTED

UMC has been a central partner in helping HEALS and the community to come together. We look forward to hosting more events that will help to keep UMC at the forefront of community discussions and community needs.

UMC IS PART OF NEVADA'S LARGEST HEALTHCARE COALITION

125
Organizational Members

12
Active Coalitions

1,600+
Annual Stakeholder Engagements

UMC's HEALS membership connects the organization to this entire ecosystem.

Hospitals • Physicians • Medical Schools • Government • Nonprofits • Employers • Technology • Industry

WHAT HEALS MEMBERSHIP PROVIDES

INDUSTRY ACCESS
Direct connection to healthcare leaders across Southern Nevada.

PROFESSIONAL VISIBILITY
Opportunities to highlight UMC leaders, programs, achievements and expertise.

COALITION PARTICIPATION
A seat at the table on workforce, technology, policy, clinical and industry issues.

POLICY ENGAGEMENT
A mechanism for operational healthcare perspectives to reach policymakers.

WORKFORCE CONNECTION
Access to students, residents, healthcare professionals and education partners.

COMMUNITY LEADERSHIP
Opportunities to help shape collaborative healthcare initiatives across Southern Nevada.

HEALS extends UMC's reach beyond the walls of the hospital.

A SEAT AT THE TABLE

HEALS members can engage where the issues most relevant to their organizations are being addressed.

POLICY & ADVOCACY

- Legislative & Regulatory
- Direct Primary Care

CLINICAL & CARE DELIVERY

- Hospice
- Pediatric
- Mental Health
- Sports Medicine

WORKFORCE & LEADERSHIP

- Workforce
- Physician Engagement
- Human Resources
- Childcare
- Women & Leadership

INNOVATION & TECHNOLOGY

- Healthcare Technology







1,600+ Annual Stakeholder Engagements

GIVING HEALTHCARE A VOICE

Bringing the experience of organizations like UMC into healthcare policy discussions

1. **ISSUE IDENTIFIED**
2. **EXPERTS CONVENED**
3. **IMPACT EVALUATED**
4. **HEALTHCARE PERSPECTIVE DEVELOPED**
5. **POLICYMAKERS ENGAGED**

Recent Areas of Engagement

Hospice Standards

Supported efforts to strengthen oversight, accountability, and quality standards within Nevada's hospice industry (AB 161).

Prompt Payment

Supported measures designed to improve reimbursement timeliness and strengthen provider financial stability (AB 52).

Genetic Counselor Licensure

Supported licensure standards to improve access to specialized genetic counseling services throughout Nevada (SB 189).

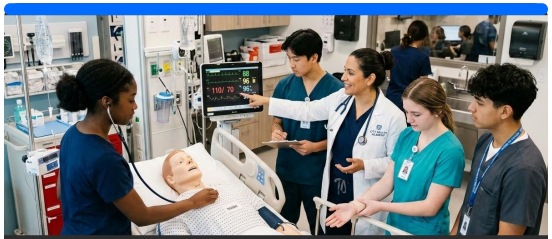
Medicaid Program Integrity

Supported efforts to strengthen oversight of Medicaid provider fraud and protect public resources (AB 315).

INVESTING IN THE FUTURE OF NEVADA HEALTHCARE

The workforce problem is a continuum, not a single vacancy.

EXPOSURE → EDUCATION → ENTRY → RETENTION



MEDPATH

230 Students

Healthcare career exploration and immersion.



MEDICAL CAREER EXPO

500+ Students Reached

- 30 Healthcare Employers
- 8 Postsecondary Institutions



CHOOSE NEVADA

150 Resident Physicians

Professional and community connections designed to strengthen physician retention.

HEALS ACROSS THE HEALTHCARE COMMUNITY

Connecting, advocating, and innovating across Southern Nevada.



WORKFORCE

Building pathways into healthcare careers.



PHYSICIANS

Connecting and retaining physicians in Southern Nevada.



POLICY

Bringing healthcare expertise into public-policy discussions.



COLLABORATION

Creating neutral tables where competing organizations can work on shared problems.



INNOVATION

Convening healthcare and technology leaders around interoperability, AI and emerging solutions.

MAXIMIZING UMC'S HEALS MEMBERSHIP

AMPLIFY UMC

Continue increasing visibility for UMC's people, programs, accomplishments and community impact.

CONNECT UMC

Create more direct connections between UMC leaders and healthcare, education, government and community partners.

UMC
UNIVERSITY MEDICAL CENTER

H·E·A·L·S
HEALTH · EDUCATION · ADVOCACY · LEADERSHIP
of SOUTHERN NEVADA

ENGAGE UMC

Expand opportunities for UMC subject matter experts to participate in the conversations shaping Nevada healthcare.

BUILD WITH UMC

Increase collaboration around workforce development, physician retention, technology, interoperability and other shared healthcare priorities.



HEALS is an extension of UMC's reach into the broader healthcare community.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Annual Institutional Review (AIR)**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the 2025-2026 Annual Institutional Review (AIR) update from Shana Tello, Academic & External Affairs Administrator/DIO, and Lynn Healther, Institutional Coordinator; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the Annual Institutional Review.

Cleared for Agenda
October 28, 2026

Agenda Item #
17

The Highest Level of Care in Nevada

Shana Tello – DIO & Academic & External Affairs Administrator

UMC Governing Board: October 28, 2026

Annual Institutional Review (AIR) Summary



The Annual Institutional Review (AIR) is an Accreditation Council for Graduate Medical Education (ACGME) requirement.



Conducted in the Fall of each year by the Graduate Medical Education Committee (GMEC) to review the previous academic year.

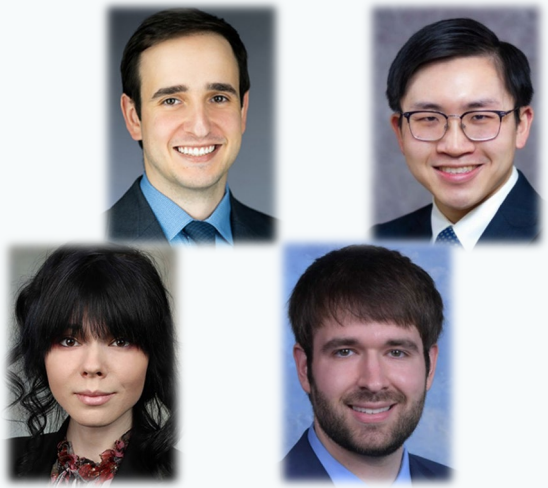


This provides oversight for the Sponsoring Institution and Program adherence.

Annual Institutional Review (AIR) Summary

GMEC Committee Members

- **Shana Tello, BSBA, MPA**
  DIO and Academic & External Affairs Administrator
- **Albert Cook, MD**
  Radiology Residency Program Director
- **Jeremy Kilburn, MD**
  Intensivist Physician
- **Ron Roemer**
  Director of Clinical Research & Compliance
- **Patty Scott**
  Chief Quality Officer
- **Eric Aguila, MD**
  Associate Chief of Staff for Education at the VA
- **Srivathsa Veeraraghavan, MD**
  Radiology Residency Associate Program Director
- **Kaci Dudley, MD**
  Radiology Residency Associate Program Director
- **Lynn Heather, C-TAGME**
  Institutional Coordinator
- **Julie Tanaka**
  Radiology Residency Coordinator
- **Paul DesRochers, MD**
  Radiology Resident
- **Jeffrey Feng, MD**
  Radiology Resident
- **Chase Permann, DO**
  Radiology Resident
- **Shina Zehnder, MD**
  Radiology Resident



Annual Institutional Review (AIR) Summary

Institutional Performance Indicators

APE

Annual Program Evaluation Forms (APE)

Work Hours

Clinical Experience and Education Work Hour Compliance

Pass Rates

Board Pass Rate

Feedback

Graduate Feedback

Quality & PT Safety

Resident Participation in QI & Patient Safety

Mission

Resident Alignment with Institution's Mission

Surveys

Radiology Resident /Faculty Surveys

Annual Institutional Review (AIR) Summary

Future Indicators

The ACGME distributes annual surveys to Residents and Core Faculty.

The categories include:

- Professionalism
- Faculty Teaching and Supervision
- Evaluation
- Resources
- Patient Safety and Teamwork
- Educational Content
- Clinical Experience and Education

Categories for Residents

Categories for Faculty

Programs are also required to distribute anonymous program evaluations to Residents and Faculty

Annual Institutional Review (AIR) Summary

2024-2025 Action Plans

Faculty Development	Well established, but the GMEC chose to continue to monitor
Compliance Templates	Completed
New Innovations - Implementation of Residency Management Software	Completed
Scholarly Activity Template	Completed
Simulation Agreement	Completed
Library Agreement	Completed

Annual Institutional Review (AIR) Summary

2025-2026 Action Plans

- Faculty Development
- Scholarly Activity
- Sponsoring Institution ACGME Site Visit
- Prepare for the Diagnostic Radiology ACGME Site Visit
- In-House Faculty and Resident Surveys
- Quality and Patient Safety Monitoring
- APE Action Plan Review

Performance Monitoring Procedures

To ensure compliance, the GMEC will review the action plans at every GMEC meeting until each action item has been voted on and approved as successfully completed.



QUESTIONS?

Thank you

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board review and discuss the Governing Board 2026 Action Plan, to include an informational updated regarding the upcoming Legislative Session; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

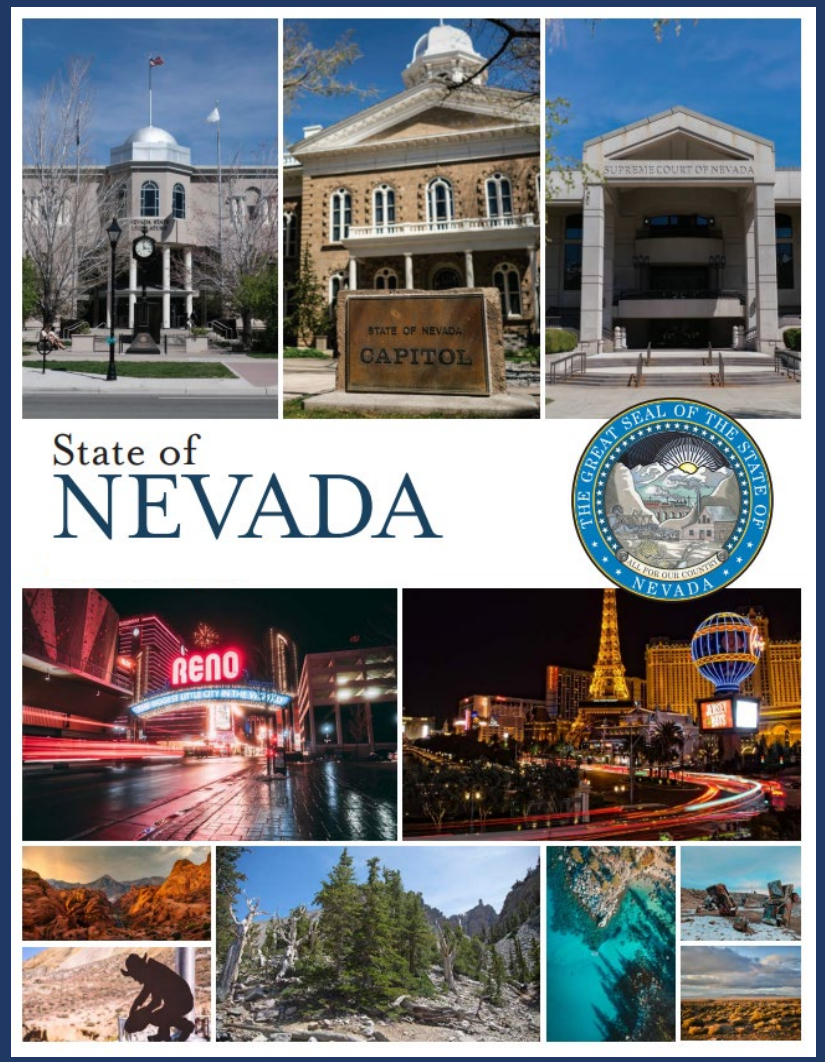
None

BACKGROUND:

The Governing Board will receive an informational presentation regarding the upcoming Legislative Session from Shana Tello, Academic and External Affairs Administrator.

Cleared for Agenda
October 28, 2026

Agenda Item #
18



Legislative Update

UMC Governing Board

Shana Tello
Academic and External Affairs Administrator

October 28, 2026

UMC Legislative Activity – 2026

UMC CEO presentation on HR 1 April 2026 - Interim HHS

Participated in numerous community and organizational meetings

Hosted Western Regional Director of the U.S. Department of HHS

Attended the annual NHA and AHA meeting

Conducted tours with legislators at UMC; Trauma, Maternal Health, Peds, & Medicaid



Senator Rochelle Nguyen & Assemblymember Duy Nguyen

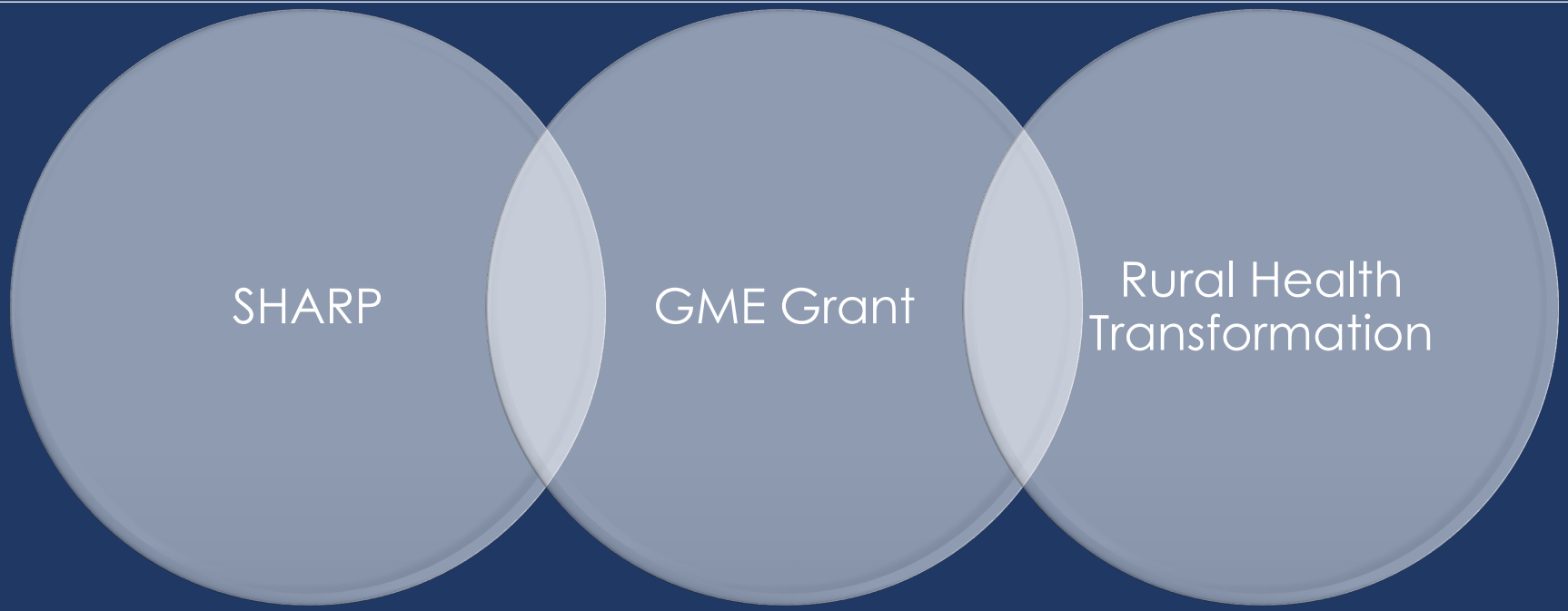




Assemblymembers Venise Karris, Duy Nguyen, & Cinthia Moore



UMC Legislative Activity – 2026



- $60 million allocated to healthcare workforce development
- UMC submitted application $9 million

- Allocated $9 million over 2 years for GME funding
- UMC awarded $2.1 million in the first round

- Allocates $10 billion over 5 years to states to advance rural healthcare
- Nevada awarded $179 million for the first year

Government Relations Groups

America's Essential Hospitals (AEH)

Association of American Medical Colleges (AAMC)

American Hospital Association (AHA)

Nevada Hospital Association (NHA)

Health Education Advocacy and Leadership in Southern Nevada (HEALS)

Military Civilian Trauma Caucus

State and Federal Hot Topics



UMC UNIVERSITY MEDICAL CENTER

Interim Sessions

- Behavioral Health/Substance Use
- Perinatal/Maternal
- Health care oversight & billing integrity
- State reporting requirements
- Patient navigation & care coordination
- E-Bikes

State

- Workforce/GME
- Nurse staffing ratios/hiring
- 340B
- Price transparency
- Treatment-in-place
- "Momnibus"
- Medicaid enrollment & eligibility
- Freestanding ERs
- Patient release & after care planning

Federal

- HR1
- Artificial Intelligence (AI)/Cybersecurity
- 340B
- Price transparency
- Rural health
- Behavioral Health/Substance Use
- Site neutral
- IPPS

Under Attack

340B Under Attack

Federal

- Rebate model - HRSA pilot
- New definition of a 340B eligible patient
- Covered entities to use contract pharmacy

State

- Bi-partisan legislation proposed on expanding access to contract pharmacies
- Increasing transparency on 340B

Site Neutral Payments

- Loss of Revenue
- Infrastructure not reflected in costs
- Less financial flexibility to maintain services
- Constraint on resources for GME in outpatient settings

Not For Profit Status

- Impact on charitable and educational mission
- Impact on resources
- Receipt of grant funding

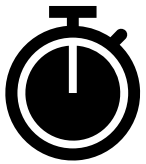
Legislative 84th Session Timeline – 2027



2027 Legislative session starts on February 1st



Governor's State of the State 2 weeks later



Session lasts 120 days
Ends 5/31/2027

UMC
UNIVERSITY MEDICAL CENTER



Questions?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 28, 2026

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from the Governing Board Human Resources and Executive Compensation Committee.

Cleared for Agenda
October 20, 2026

Agenda Item #

20

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from the Governing Board Clinical Quality and Professional Affairs Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from the Governing Board Clinical Quality and Professional Affairs Committee.

Cleared for Agenda
October 28, 2026

Agenda Item #

21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from Governing Board Audit and Finance Committee.

Cleared for Agenda
October 28, 2026

Agenda Item #
22

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board receive the monthly financial report for September FY26; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 23, 2026

Agenda Item #
23

September 2026 Financials

GB Meeting



KEY INDICATORS – SEP

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var	12-Mo Avg	Variance	% Var
APDs	18,742	18,932	(190)	(1.00%)	17,750	993	5.59%	18,981	(239)	(1.26%)
Total Admissions	1,900	1,962	(62)	(3.15%)	1,888	12	0.64%	1,978	(78)	(3.95%)
Observation Days	1,003	791	212	26.80%	874	129	14.76%	924	79	8.57%
ADC	377	357	20	5.68%	361	16	4.39%	379	(2)	(0.50%)
ALOS (Admits)	5.83	5.82	0.01	0.20%	5.71	0.12	2.10%	5.66	0.17	2.99%
ALOS (Obs)	1.13	1.19	(0.06)	(5.19%)	1.19	(0.06)	(5.19%)	1.20	(0.07)	(6.01%)
Hospital CMI	1.79	1.84	(0.05)	(2.71%)	1.88	(0.09)	(4.79%)	1.87	(0.08)	(4.33%)
Medicare CMI	1.88	1.99	(0.11)	(5.54%)	2.08	(0.21)	(9.61%)	2.01	(0.13)	(6.49%)
Total IP Surgery Cases	899	892	7	0.78%	833	66	7.92%	822	77	9.35%
Total OP Surgery Cases	747	707	40	5.60%	637	110	17.27%	715	32	4.44%
Transplants	17	12	5	41.67%	17	-	0.00%	13	4	27.50%
Total ER Visits	9,866	9,431	435	4.61%	9,418	448	4.76%	9,766	100	1.03%
ED to Admission	13.13%	-	-	-	13.46%	(0.34%)	-	14.43%	(1.31%)	-
ED to Observation	7.42%	-	-	-	7.33%	0.09%	-	7.00%	0.42%	-
ED to Adm/Obs	20.55%	-	-	-	20.79%	(0.24%)	-	21.44%	(0.89%)	-
Quick Cares	15,520	15,783	(263)	(1.67%)	15,783	(263)	(1.67%)	16,500	(980)	(5.94%)
Primary Care	4,309	7,080	(2,771)	(39.14%)	7,073	(2,764)	(39.08%)	5,969	(1,660)	(27.81%)
OP Ortho Clinic	3,347	3,696	(349)	(9.45%)	3,192	155	4.86%	3,219	128	3.96%
Deliveries	111	112	(1)	(0.72%)	109	2	1.83%	105	6	5.97%
Crisis Stabilization Center	451	370	81	21.89%	162	289	178.40%	312	139	44.47%
OP Infusion Clinic	625	470	155	32.98%	398	227	57.04%	553	72	13.02%

SUMMARY INCOME STATEMENT – SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$90,757,926	$88,020,056	$2,737,870	3.11%	
Net Patient Revenue as a % of Gross	16.12%	16.93%	(0.81%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$95,361,471	$92,942,711	($2,418,760)	(2.60%)	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($4,603,545)**	**($4,922,655)**	**$319,110**	**6.48%**	
Add back: Depr & Amort.	$4,926,691	$5,016,161	$89,470	1.78%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$323,146**	**$93,506**	**$229,640**	**245.59%**	
EBITDA Margin	**0.36%**	**0.11%**	**0.25%**		

SUMMARY INCOME STATEMENT – YTD SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$279,285,915	$268,926,226	$10,359,689	3.85%	
Net Patient Revenue as a % of Gross	16.32%	16.76%	(0.44%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$288,670,303	$283,127,964	($5,542,338)	(1.96%)	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($9,384,387)**	**($14,201,738)**	**$4,817,350**	**33.92%**	
Add back: Depr & Amort.	$14,470,719	$15,047,524	$576,805	3.83%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$5,086,331**	**$845,787**	**$4,240,545**	**501.37%**	
EBITDA Margin	**1.82%**	**0.31%**	**1.51%**		

SALARY & BENEFIT EXPENSE – SEP

	Actual	Budget	Variance	% Variance	
Salaries	$39,228,923	$38,463,921	($765,002)	(1.99%)	
Benefits	$18,296,233	$18,209,216	($87,017)	(0.48%)	
Overtime	$1,029,292	$702,833	($326,460)	(46.45%)	
Contract Labor	$1,667,719	$1,416,672	($251,047)	(17.72%)	
TOTAL	**$60,222,168**	**$58,792,642**	**($1,429,527)**	**(2.43%)**	
Paid FTEs	**4,057**	**3,900**	**(157)**	**(4.03%)**	

EXPENSES – SEP

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,685,736	$2,660,720	($25,016)	(0.94%)	
Supplies	$17,274,658	$16,359,876	($914,782)	(5.59%)	
Purchased Services	$7,314,165	$7,050,909	($263,257)	(3.73%)	
Depreciation	$2,931,280	$2,923,106	($8,175)	(0.28%)	
Amortization	$1,995,410	$2,093,055	$97,645	4.67%	
Repairs & Maintenance	$963,832	$1,003,888	$40,056	3.99%	
Utilities	$584,720	$758,541	$173,820	22.92%	
Other Expenses	$1,174,524	$1,160,321	($14,202)	(1.22%)	
Rental	$214,976	$139,654	($75,322)	(53.93%)	
Total Other Expenses	**$35,139,302**	**$34,150,069**	**($989,233)**	**(2.90%)**	

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
October 28, 2026

Agenda Item #
24

UNLV UPDATES

UMC Governing Board Meeting | October 28, 2026

★ UNLV Health Patient Volume | August 2026

24,914	7,689	14,879	2,346	84
TOTAL UNLV HEALTH ENCOUNTERS	TOTAL UMC PATIENT ENCOUNTERS	TOTAL CLINIC ENCOUNTERS	SURGICAL PROCEDURES AT UMC	BABY DELIVERIES

★ 2026 Golden Pinecone Sustainability Award – Sustainability Milestones Southern Nevada

★ Community Engagement & Events

Pipeline Program: 100 Pre-Med Students

November 21, 2026 – 2nd Annual School of Medicine Day of Service with the Just One Project: Food for All

November 20, 2026 - Mojave Thanksgiving for patients and families. Participate by pledging a plate FORM

Walk with a Doc! Saturday, November 14, 2026, Angel Park Dr. Romero and Dr. Choa

★ Research & Academic Collaboration FY26

2026 Nevada Traffic Safety Summit: October 14, 2026, Prehospital Whole Blood Pilot: Clark County Fire Dept. & UMC

Office of Research Seminar, October 22, 2026, "Grant Wins: How We Got Funded"

The Seventh Annual Medical Student Research Symposium: Friday, November 6, 2026, 9 a.m. - 2:30 p.m.

Total Active Grants	Clinical Trials	Joint Publications with UMC	Student/Resident/Fellow Research Projects
47 Grant Awards $21.4 Mil.	6 Active Clinical Trials	39 Published, 24 Submitted	136

★ Physician Recruitment Update: New physicians to start between 10/1/26-12/31/27

1- Geriatrics, 2- ENT, 2- Surgery, **2**- Psychiatry, **2** – Internal Medicine

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
October 28, 2026

Agenda Item #
25

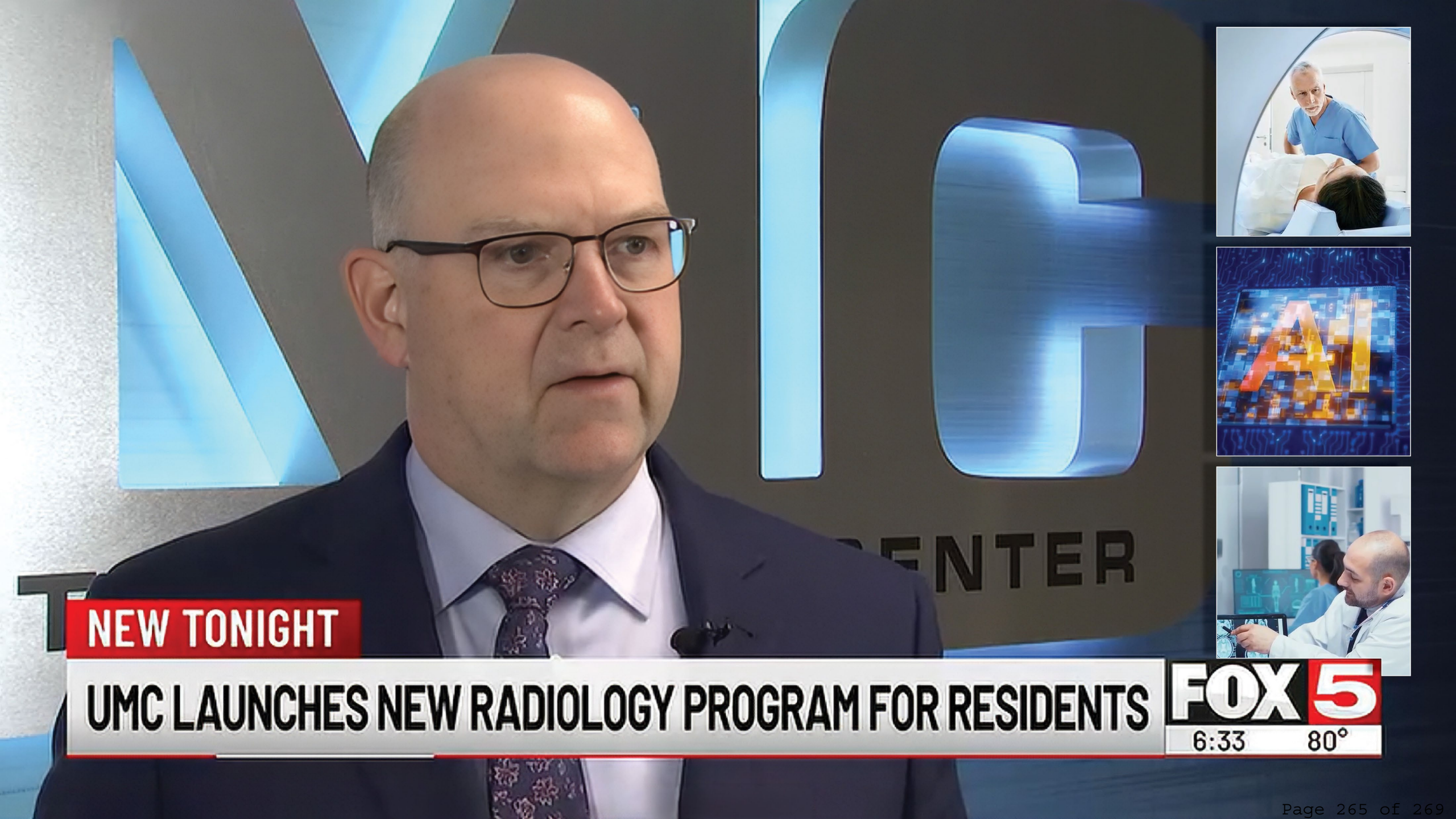
UMC
UNIVERSITY MEDICAL CENTER

CEO UPDATE



- UMC Nutrition Services - Sodexo transition
- UMC Innovation Lab update
- ISO 9001:2026 training
- Elective surgery re-authorization project
- BDO in-house to implement revenue cycle workflow
- Cardiology DNV re-certification survey - November 3 and 4
- Legislative tours - Cortez-Masto and Seaman
- UMC leadership announcements


Now Open!
Up all night? Us too.
UMC
QuickCare
24/7
Now open 24/7 on the UMC campus to care for your cold, flu, aches, and minor injuries. Instead of an expensive ER visit, get in, get out, and get back to better.
I-15 exit at Charleston • 2100 W. Charleston


NEW TONIGHT
UMC LAUNCHES NEW RADIOLOGY PROGRAM FOR RESIDENTS
FOX 5
6:33
80°

Annual Halloween Safe-tacular

UMC Childrens Hospital

HEALTHY LIVING INSTITUTE at UMC













UMC | Children's Hospital

SEVEN-STORY TOWER REFRESH PROJECT







Barbie Donation Brings Smiles to Young Patients at UMC



Thank you,

Laura Lopez Hobbs!

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
July 29, 2026

Agenda Item #
20