UMC Governing Board

Wednesday, July 29, 2026 2:00 p.m.

Emerald Conference Room

Delta Point, 1st Floor

901 Rancho Lane, Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
July 29, 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, July 29, 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 June 24, 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 July 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on July 28, 2026; and take action as deemed appropriate. *(For possible action)*

5. Approve the Physician/Non-Physician Provider Traditional Compensation and Benefits Plan; and take any action deemed appropriate. *(For possible action)*

6. Approve the Physician/Non-Physician Provider Productivity (wRVU) Compensation and Benefits Plan; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Participating Provider Services Agreement with SelectHealth, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign Amendment Two to the Facility Agreement with Airgas USA LLC, for medical gas cylinders, bulk oxygen, and associated delivery services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Amendment 3 to RFP No. 2020-16 Service Agreement with Mainsail Parent, LLC d/b/a Aspirion for Workers' Compensation Services; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign, the Amendment Six to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; or take action as deemed appropriate. (For possible action)

11. Approve and authorize the Chief Executive Officer to sign the Letter of Agreement with SDMI, LLC for testing services; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to Extend the Lease Amendment with Novat Hill, LLC and Lewkowicz/Elhiani Living Trust; or take action as deemed appropriate. *(For possible action)*

13. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Commitment Agreements for specialty and non-specialty pharmaceutical distribution services with Cardinal Health 108, LLC and Cardinal Health 110 & 112, LLC; authorize the Chief Executive Officer to execute the extension options and future amendments within the not-to-exceed amount of the Agreements; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

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

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

16. Receive the monthly financial report for June FY26; and take any action deemed appropriate. *(For possible action)*

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

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

19. Elect a Chair and Vice Chair to the Governing Board to serve a term ending January 2028; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

20. 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
June 24, 2026

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, June 24, 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 2:20 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

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

Ex-Officio Members:

Present:
Bobbette Bond, Ex Officio – Non-Voting
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:
Dr. Sayed Shah, Chief of Staff

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Shadaba Asad, Medical Director of Infectious Diseases
Corey McDaniel, Privacy and Compliance Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

TRANQUILITY MOMENT

The Board members participated in an interactive activity focused on mental health, breathing, and grounding to release tension and stress. The Tranquility Team thanked Chairman O'Reilly for his service on the Board.

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers:

None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board held on meeting held on May 27, 2026. ***(Available at University Medical Center, Administrative Office) (For possible action)***

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the June 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 23, 2026; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Credentialing

ITEM NO. 5 Approve the UMC Policies and Procedures Committee's activities of April 1, 2026 and May 6, 2026, including, the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- April and May 2026 Policies and Procedures

ITEM NO. 6 Ratify the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- MOU – Amendment 11 - Redacted
- Disclosure of Ownership

ITEM NO. 7 Ratify the Letter of Agreement with A-G Specialty Insurance, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement and Addendum with Propio LS, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement with Abbott Laboratories Inc., for products that aid heart procedures, including, but not limited to, Amplatzer Amulets and the MitraClip System; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed

appropriate. *(For possible action)*

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

ITEM NO. 10 Award the RFP No. 2026-04 for CMAR for UMC Acute Rehab Center to Rafael Construction, Inc. and S R Construction, Inc., a joint venture; authorize the Chief Executive Officer to sign the Contract for CMAR Preconstruction Services, and execute any extension documents and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Contract for CMAR Preconstruction Services
- Disclosure of Ownership

ITEM NO. 11 Award RFI No. 2026-09 Oral and Maxillofacial Surgery Services to multiple providers; authorize the Chief Executive Officer to sign the Professional Services Agreements and execute any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Jeff Moxley, DDS
- Katherine Keeley, MD, DDS
- Steven Saxe, DMD
- Oral Maxillofacial Surgery Associates of Nevada

FINAL ACTION:
A motion was made by Member Noonan that Consent Items 4-12 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 12 Review and discuss the Governing Board 2026 Action Plan, to include an educational update from Dr. Shadaba Asad, UMC Medical Director of Infectious Diseases, regarding Hantavirus and Ebola, and UMC's preparation and response; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- PowerPoint Presentation

DISCUSSION:

Dr. Asad provided an educational update on the 2026 Hantavirus outbreak and the Ebola outbreaks in the Democratic Republic of Congo and Uganda.

Hantavirus:
Dr. Asad provided a timeline of events aboard the MV Hondius cruise ship, which departed from Argentina on April 1st and carried passengers from 23 countries.

A history of disease progression was also provided. As of May 15th, a total of ten cases were reported, including three deaths. To date, no cases have been confirmed in the U.S. as a result of this outbreak, and all U.S. citizens potentially exposed have completed their 42-day monitoring period.

Hantavirus is a single-stranded RNA virus, and 2 strains are pathogenic to humans. The most common strain in the US and Nevada is the Sin Nombre Hantavirus. The virus is excreted by rodents, and humans can become infected by inhaling the aerosolized virus. Of the 22 strains of the virus, the Andes strain is the only one in which human-to-human transmission can occur.

The annual incidence of the virus worldwide is approximately 26,0000 cases. Since 1993, the total number of cases in the U.S. has been less than 1,000. Charts of cases through 2023 and by year were shown.

Dr. Asad reviewed the virus's incubation period, which ranges from 1 to 6 weeks, as well as its clinical presentation. The infection control protocol for suspected cases is to identify, isolate, and to inform staff. Testing for suspected cases includes consultation with the CDC's Viral Special Pathogens Branch, collection of blood samples, and patient management.

<u>Ebola Outbreak in the Democratic Republic of Congo and Uganda:</u>

Next, Dr. Asad provided an overview of the outbreak of the Ebola disease caused by the Bundibugyo virus in the remote areas of the Democratic Republic of Congo and Uganda. To date, there have been no confirmed cases in the United States and the overall risk to the public and travelers remains low.

As of June 22nd, there have been more than 1,000 confirmed cases in the Democratic Republic of Congo, making this the second largest on record and the 17th outbreak on record, with cases rising faster than any other outbreak to date. Between 2014 – 2016, the West Africa Ebola virus outbreak resulted in more than 28K cases, with over 11K deaths. Currently there is no vaccine or treatment for this strain of the disease.

Ebola can be transmitted from bats to other animals and humans, through eating meat from infected animals. Transmission of the virus can occur though contact with infected individuals.

Dr. Asad reviewed the virus's incubation period, which ranges from 2 to 21 days, as well as its clinical presentation. The infection control protocol for suspected cases is also to identify, isolate, and to inform staff. Early recognition of Ebola is critical for infection control. PPE requirements and disease management were reviewed.

To control the spread of the disease, the CDC and DHS implemented entry restrictions of non-U.S. nationals entering from the infected regions. U.S. citizens and nationals could still enter, but only through specific ports of entry and they would be required to undergo enhanced public health entry screening and 21-day quarantine. CDC personnel have been deployed to support outbreak containment in affected regions.

UMC is an Ebola assessment hospital and is prepared to care for suspected cases of Ebola for up to 96 hours, until diagnosis is confirmed and the patient has been successfully transferred to a treatment hospital. Updated policy, protocol, education, and mandatory training has been provided for essential medical staff.

Mr. Van Houweling thanked Dr. Asad and UMC staff for the care they provide to the community during emergency responses.

FINAL ACTION:
None

ITEM NO. 13 Receive an educational update from Corey McDaniel, UMC's Privacy and Compliance Officer, regarding UMC's HIPAA Privacy Program; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- PowerPoint Presentation

DISCUSSION:

Corey McDaniel, UMC Privacy and Compliance Officer, provided an update on the HIPAA Privacy Program at UMC.

Mr. McDaniel reminded the Board of the changes regarding 42 CFR Part 2 regarding HIPAA privacy related to reproductive health and substance abuse and disorder treatment. The court vacated the rules regarding reproductive health, with the exception of updating privacy practices requirements. The implementation deadline was February 16, 2026 and is compliant. Part 2 also complies with the integration of the Crisis Stabilization Center, to ensure patient confidentiality across behavioral health care.

Mr. McDaniel reviewed HIPAA Privacy Rule Modernization. In 2021, the OCR released the Notice of Proposed Rulemaking. Comments were reviewed and in February 2026, the OCR engaged in a federal tribal consultation. A potential final rule is anticipated in mid-2026.

OCR enforcement trends were discussed next. Most OCR actions stem from foundational compliance failures including cybersecurity, risk analysis deficiencies, patient access issues and governance and remediation gaps.

In the privacy landscape, Mr. McDaniel noted that states are expanding privacy laws and consumer protections with broader rights over personal health information. The breach model for Nevada are aligned with federal HIPAA breach rules. The discussion continued with a review of the initiatives that have been integrated to the contracting process to reduce privacy and security risks.

The recent updates are the most significant proposed security rule updates in more than two decades, and are designed to strengthen safeguards, close gaps, and align with the evolving risk landscape. Mr. McDaniel discussed privacy

breaches that originate from failures in security controls, and he reviewed all of the administrative, physical, and technical safeguards that are in place.

A brief discussion ensued regarding security safeguards and requirements that UMC has implemented.

FINAL ACTION:
None

ITEM NO. 14 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. ***(For possible action)***

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

DISCUSSION:

Member Franklin provided a report on the meeting, which was held on Monday, April 20, 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 Committee received an update from Carley Redmond, Stroke Program Coordinator and Alma Angeles, Clinical Manager for Disease Specific Services on the Comprehensive Stroke Certification Program. Stroke care and program improvement highlights and awards recognition updates were provided. A case review presentation was provided by Alma Angeles.

Patty Scott provided updates on the Quality, Safety and Regulatory Program. In spring of 2026, UMC received a "C" Leapfrog safety grade, consistent with prior periods. There were 13 sentinel events reported during the 1st quarter of 2026, and all were reported timely with corrective actions implemented and are monitored for sustainment. There were 34 total grievances reported during the 1st quarter of 2026. Opportunities for improvement were noted.

The Committee reviewed the UMC Policies and Procedures Committee's activities of April 1, 2026 and May 6, 2026, which were approved and are a part of today's consent agenda.

A preliminary result of the FY2026 organizational goals were reviewed. Twelve out of the sixteen measures are being met.

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

As this would be her last meeting serving as a member of the Board, Member Franklin provided performance highlights of the Clinical Quality Committee over the past twelve years. She reflected over her years of service on the UMC Governing Board and as a member of the Clinical Quality Committee. Multiple achievements were highlighted, along with notable achievements in excellence including Magnet designation, DNV full hospital accreditation, Comprehensive

Stroke certification, and others. She concluded by thanking the Governing Board and the organization for her journey.

Chairman O'Reilly provided statements of personal gratitude to Member Franklin. As a transition, Chairman O'Reilly appointed Dr. John Fildes as the Chair of the Clinical Quality Committee moving forward.

Member Bond commented on the accomplishments and the strides to have quality measures reported publicly. She expressed how impressed she is with the committee and all of the work that has been done over the years. A discussion ensued regarding the continued improvements led by the committee.

FINAL ACTION:
None

ITEM NO. 15 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Member Lopez-Hobbs began by thanking the board members for their service and for the dedication they have shown over the past 12 years, as well as for the lasting relationships she has gained through honesty and integrity, in an effort to help the hospital management. She is proud to be a part of this organization and to see the improvement over the years.

Member Lopez-Hobbs shared some successes initiated, approved, or overseen by the HR Committee and noted that other UMC departments and committees may also have been directly or indirectly involved in these successes.

Some of the Committee's achievements over the past 12 years have included implementing an automated performance management system, approving two new physician compensation plans and physician employment models, enhancing leadership boot camp training, coordinating successful CBA negotiations, implementing improved staffing standards throughout the organization, and many other initiatives to improve employee and patient satisfaction. More than 70 employees have received the Lean Six Sigma Green or Yellow belt. She continued by highlighting many other successes at UMC.

FINAL ACTION:
None

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

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

DISCUSSION:

Member Palenik provided a report on the successes of the Strategic Planning Committee over the past six months.

The Committee has focused on strengthening UMC's strategic planning process, improving alignment between strategy and operations, and has established a structured framework for monitoring performance and accountability. Member Palenik reviewed six strategic priorities of the committee that has focused on in recent months, including a refresh of the strategic plan, service line strategy and governance, performance reporting, and education.

Next, the Committee received an update on service line performance for all major service lines, as well as a discussion on market share data with year-over-year trends and fair share data, which compared cases by hospital and by bed count. UMC ranks 5th in the geographic market area.

In the coming months, the committee will continue to work with management to finalize the strategic plan, establish measurable strategic goals, and further a reporting framework to support enterprise and service line performance monitoring.

FINAL ACTION:
None

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

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

DISCUSSION:

Member Hagerty provided a report on the meeting, which was held on Wednesday, June 17, 2026 at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda for the meeting were both approved unanimously as presented.

The Committee reviewed the financial statements for May, which covered factors affecting financial outcomes, comparisons to the budget, operating and key financial indicators, trending statistics, and payor mix.

Next, the Committee received updates regarding the new Medicaid MCO program, which was submitted to CMS. Ms. Wakem also provided an update related to a follow-up meeting with the county to discuss capital needs. UMC has received a grant, which will be used for the new radiology program. A brief review was received regarding the FY26 goals, which will be approved at the July meeting.

The 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 included in today's consent agenda.

Lastly, the committee further discussed preliminary FY2027 performance goals. Goals will be finalized at the July meeting.

One emerging issue was identified during the meeting, there was no public comment, and the meeting adjourned.

FINAL ACTION:
None

ITEM NO. 18 Receive the monthly financial report for May FY26; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- May FY26 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for May FY2026.

The key indicators for May showed admissions 56 below budget. ADC was 374, and the average length of stay was 5.59 days. Overall acuity was 1.87, and Medicare CMI was 1.97. Inpatient surgeries were 13 cases below budget, and outpatient surgeries were 14 cases below budget. There were 16 transplant cases, and ER volumes were above budget 7%. The patient conversion rate was approximately 20%.

Quick cares saw 16k patients and primary care volumes were about 5,100 patients. Telehealth had 381 visits. Orthopedic Clinic saw 3,200 patients. There were 100 deliveries. The CSC volumes were 451 patients, which was a record high. Outpatient infusion clinic had 640 patients.

The income statement for the month showed that operating revenue was $1.9 million below budget and operating expenses were $1.5 million below budget. EBITDA for the month was $1.7 million, compared with a budget of $1.9 million, leaving us $200K below budget. Year-to-date statistics were reviewed. EBITDA was $13.7 million above budget year-to-date.

Salaries, wages, and benefits were good for the month. Overtime and contract labor were slightly above. All other expenses were $962K below budget, the key driver being supplies.

FINAL ACTION:

None

ITEM NO. 19 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

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

DISCUSSION:

Dean Netski provided the following updates:

In April, the school had over 7,600 patient encounters at UMC and over 2,600 surgical procedures. Total UNLV health encounters totaled over 23.5K and clinic encounters totaled over 15K.

New Interns:

Orientation for 88 interns begins on July 15th. For fellows, orientation starts on July 1st. Medical school orientation begins on July 14th and classes begin on July 20th. The Dean noted that an update will be provided regarding brain health and Alzheimer's disease at the August meeting.

Community Engagement and Events:

A summer program called the Skeleton Crew STEM Summer Camp invites 30 elementary school students & 30 middle school students to explore science and healthcare.

A grant has been received to strengthen the healthcare workforce pipeline program.

Research and Academic Collaboration FY26:

Grants have been received from the Nevada Medical Health Authority to extend GME in ENT care and ophthalmology care.

Physician Recruitment Update - June 2026:

During this calendar year, five new ENT physicians will join UNLV.

Dr. Deborah Kuhls was recently awarded the Mitch Forman Award for Excellence in Education and Research. Congratulations!

FINAL ACTION:
None

ITEM NO. 20 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 Chief Executive Officer, provided the following CEO updates:

- Outpatient Rehab Update – A kick-off meeting will be held Friday, as the project has been approved. Anticipated completion will be in the 1st quarter of 2028.
- Parking Garage update – Finalizing project details and pricing.
- HealthLinx visit to prepare for next Magnet survey – The team is preparing for data collection for ongoing Magnet.
- UMC receives $2.1M NVHA grant for Diagnostic Radiology Program.
- UMC's first Academic Summit on June 29th to include academic deans. All health sciences will be attending.
- Welcome Celebration for Radiology Residents will be July 1st at 9:30 a.m.
- HLI receives $450,000 Toyota grant -"Battle Born Brains" injury prevention.
- Event honoring UMC's Military-Civilian Partnership will be held on June 30 at 1:00 p.m. – Dr. Jeremy Kilburn will be retiring after 30 years of service.
- Images from the UMC ICare Impact awards were shown. The Impact Award Ceremony honored employees with 25 plus years of service at UMC.
- Magnet Celebration Spirit Week runs from June 22nd -26th. Images were shown.

Lastly, Mr. Van Houweling honored John O'Reilly, Renee Franklin, and Dr. Donald Mackay for their years of leadership and service as members of the Governing Board. Each member was presented with a plaque and said a few words of thanks and gratitude to UMC for allowing them to serve on the board.

Thank you for your service on the Board. You will be missed!

FINAL ACTION:
None

SECTION 4: EMERGING ISSUES

ITEM NO. 21 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

Member Hagerty commented that changes to the board will be addressed at the July meeting.

FINAL ACTION:
None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for:

Speakers: None

Chair O'Reilly suggested reversing the order of the closed sessions and hear Item 23 and then Item 22.

A motion was made by Member Franklin that the Board go into the closed session.

FINAL ACTION TAKEN:

At this time, Member Franklin moved to go into the closed sessions, pursuant to NRS 241.015(4)(c) and NRS 450.140(3), as amended on the agenda. The motion was carried by unanimous vote.

At 4:21 p.m., the Board recessed to go into closed session.

The meeting was reconvened in closed session at 4:28 p.m.

SECTION 5: CLOSED SESSIONS

ITEM NO. 23 Go into closed session, NRS 241.015(4)(c), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.

ITEM NO. 22 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

FINAL ACTION:

At the hour of 5:15 p.m., the closed session on the above topic ended and the meeting was adjourned.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the July 2026 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on July 28, 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 June 16, 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 July 28, 2026 meeting.

Cleared for Agenda
July 29, 2026

Agenda Item #

4

Date: July 29, 2026
To: Governing Board
From: Credentials Committee
Subject: July 16, 2026 Credentialing Activities

NEW BUSINESS:

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Benzar	Zinoviy	M.D.	07/29/2026 - 01/01/2028	Medicine/Psychiatry	Desert Psychiatry	Initial FPPE Membership and Privileges
2	Bittorf	Jayden	PAC	07/29/2026 - 07/01/2028	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
3	Bombane	Jim	APRN	07/29/2026 - 10/01/2027	Medicine/Nephrology	Kidney Specialists of Southern Nevada	APP Initial Membership and Privileges
4	Brule	Nicholas	M.D.	07/29/2026 - 05/01/2028	Orthopaedic Surgery	UMC Orthopedic & Spine Institute	Initial FPPE Membership and Privileges
5	Callahan	Travis	PAC	07/29/2026 - 12/01/2027	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	APP Initial FPPE Privileges
6	Chiapaikeo	David	M.D.	07/29/2026 - 10/01/2027	Surgery/Vascular Surgery	Las Vegas Surgical Associates	Initial FPPE Membership and Privileges
7	Clayton	Elijah	M.D.	07/29/2026 - 08/01/2027	Medicine/Infectious Disease	UMC Infectious Disease	Initial FPPE Membership and Privileges
8	Garst	Geofrrey	M.D.	07/29/2026 - 07/01/2028	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
9	Grzeda	Tatiana	APRN	07/29/2026 - 06/01/2028	Medicine/Psychiatry	Desert Psychiatry	APP Initial Membership and Privileges
10	Hanks	Elizabeth	PAC	07/29/2026 - 08/01/2027	Orthopaedic Surgery	Desert Orthopaedic Center	APP Initial FPPE Privileges
11	Hoon	Vrijendra	M.D.	07/29/2026 - 04/01/2028	Medicine/Internal Medicine	Vrijendra Kumar Hoon, MD, PC	Initial FPPE Membership and Privileges

12	Jensen	Scott	M.D.	07/29/2026 -12/01/2027	Anesthesiology	UMC Anesthesiology	Initial FPPE Membership and Privileges
13	Karcher	Brandon	M.D.	07/29/2026 - 02/01/2028	Surgery/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
14	Kugel	Emily	M.D.	07/29/2026 - 02/01/2028	Pediatrics/Pediatric Critical Care	Las Vegas Pediatric Critical Care Associates	Initial FPPE Membership and Privileges
15	Lee	Steve	M.D.	07/29/2026 - 06/01/2028	Medicine/Cardiology	Nevada Heart and Vascular	Initial FPPE Membership and Privileges
16	Luketic	Karla	M.D.	07/29/2026 - 11/01/2027	Surgery/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
17	Matthys	Samuel	M.D.	07/29/2026 - 11/01/2027	Surgery/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
18	Mintalar	Ryan	PAC	07/29/2026 - 07/01/2028	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
19	Molosz	Anthony	PAC	07/29/2026 - 07/01/2028	Emergency Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
20	Morehouse	Kristopher	D.O.	07/29/2026 - 07/01/2028	Family Medicine/Family Medicine	Mike O'Callaghan Military Medical Center	**MILITARY ROTATOR**
21	Narwan	Amrit	M.D.	07/29/2026 - 09/01/2027	Medicine/Internal Medicine	UNLV Health	Initial FPPE Membership and Privileges
22	Nguyen	Benjamin	M.D.	07/29/2026 - 09/01/2027	Surgery/General Surgery	UNLV Health	Initial FPPE Membership and Privileges
23	Ramsay	Kyle	D.O.	07/29/2026 - 04/01/2028	Medicine/Psychiatry	UNLV Health	Initial FPPE Membership and Privileges
24	Serr	Jenna	M.D.	07/29/2026 - 11/01/2027	Emergency Medicine/Pediatric Medicine	UMC Emergency Medicine	Initial FPPE Membership and Privileges
25	Seto	Nancy	D.O.	07/29/2026 - 11/01/2027	Medicine/Internal Medicine	UMC Hospitalists	Initial FPPE Membership and Privileges
26	Shaikh	Taha	D.O.	07/29/2026 - 07/01/2028	Medicine/Internal Medicine	UNLV Health	Initial FPPE Membership and Privileges

27	Shen	Brenda	M.D.	07/29/2026 - 02/01/2028	Ambulatory Care/Primary Care	UMC Southern Highlands Primary Care	Initial FPPE Membership and Privileges
28	Srinarayana	Vivek	M.D.	07/29/2026 - 08/01/2027	Anesthesiology	Red Rock Anesthesia Consultants	Initial FPPE Membership and Privileges

B. REAPPOINTMENTS TO STAFF

1	Aggarwal	Abhimanyu	M.D.	08/01/2026-08/01/2028	Radiology/Teleradiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions
2	Banas	Jon	D.O.	08/01/2026-08/01/2028	Radiology/Teleradiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions
3	Barikzi	Leeda	D.O.	08/01/2026-08/01/2028	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
4	Blake	Donald	M.D.	08/01/2026-08/01/2027	Radiology/Teleradiology	Affiliate Membership and Privileges	UMC Radiology
5	Bowers	Kara	M.D.	08/01/2026-08/01/2027	Surgery/General Surgery	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
6	Bowers	Rachel	PAC	08/01/2026-08/01/2028	Surgery/Urology	APP Dependent Privileges	Las Vegas Urology
7	Chavda	Devraj	M.D.	08/01/2026-08/01/2028	Pediatrics	Affiliate Membership and Privileges	Neurology Specialist of Las Vegas/Mednax-PMG
8	Chowdhry	Ishtiaq	M.D.	08/01/2026-08/01/2028	Pediatrics	**REFER AND FOLLOW**	Southwest Medical Associates
9	Ciccarelli	Andrew	M.D.	07/31/2026 - 07/31/2028	Radiology/Teleradiology	Affiliate Initial FPPE Membership and Privileges	Real Radiology
10	Diep	Jimmy	M.D.	08/01/2026-08/01/2028	Medicine/Cardiology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Nevada Heart & Vascular Center
11	Doddy	Karyn	M.D.	08/01/2026-08/01/2028	Medicine/Physical Medicine/Rehabilitation	Affiliate Membership and Privileges	Medrina
12	Eisenmann	Ulrike	M.D.	08/01/2026-08/01/2028	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia

13	Elconsul	Haitham	M.D.	08/01/2026-08/01/2028	Medicine/Internal Medicine	Active Membership and Privileges to **Affiliate Membership and Privileges**	Pioneer Healthcare
14	Erickson	Ty	M.D.	08/01/2026-08/01/2028	Obstetrics and Gynecology/Urogynecology and Reconstructive Pelvic Surgery	Affiliate Membership and Privileges	UNLV Medicine
15	Ewell	Barry	D.O.	08/01/2026-08/01/2028	Anesthesiology	Active Membership and Privileges to **Affiliate Membership and Privileges**	UMC Anesthesia
16	Giles	Casey	PAC	08/01/2026-08/01/2028	Surgery/Plastic Surgery	APP Dependent Privileges	UNLV Medicine
17	Giles	Garren	D.O.	08/01/2026-08/01/2028	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	UMC Emergency Medicine
18	Glyman	Mark	M.D.	08/01/2026-08/01/2028	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Oral & Maxillofacial Surgery Assoc of NV
19	Grolle	Matthew	M.D.	08/01/2026-08/01/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern NV
20	Hansen	P. Michael	D.O.	08/01/2026-08/01/2028	Ambulatory Care/Quick Care	Affiliate Membership and Privileges	UMC - Peccole Ranch Quick Care
21	Helo	Naseem	M.D.	08/01/2026-08/01/2028	Radiology/Teleradiology	Affiliate Membership and Privileges	Medicus Healthcare Solutions
22	Howard	Benjamin	D.O.	08/02/2026 - 08/02/2028	Radiology/Teleradiology	Affiliate Initial FPPE Membership and Privileges	Real Radiology
23	Kadir	Nasibo	M.D.	08/01/2026-08/01/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
24	Kodandapani	Keshavan	APRN	08/01/2026-08/01/2028	Ambulatory Care/Quick Care	APP Active Independent Membership and Privileges	UMC - Summerlin Quick Care
25	Lasky	Joseph	M.D.	08/01/2026-08/01/2028	Pediatrics/Pediatric Hematology/Oncology	Affiliate Membership and Privileges??	Cure 4 The Kids Foundation

26	Levine	Noah	D.P.M.	08/01/2026-08/01/2028	Orthopaedic Surgery/Podiatry	**REFER AND FOLLOW**	Absolute Foot Care Specialists
27	Love	Stephanie	APRN	08/01/2026-08/01/2027	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	Intermountain Healthcare
28	Mahani	Sahar	M.D.	08/01/2026-08/01/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC Hospitalists
29	Marinaro	Lizabeth	M.D.	08/01/2026-08/01/2028	Pathology	Affiliate Membership and Privileges	Vitalant
30	Nahas	Elif	M.D.	08/01/2026-08/01/2028	Pathology	Affiliate Membership and Privileges	Associated Pathologists Chartered
31	Navarro	Alejandro	APRN	08/01/2026-08/01/2028	Ambulatory Care/Quick Care	APP Independent Membership and Privileges	UMC Centennial Quick Care
32	Neibaur	Darrick	D.O.	08/01/2026-08/01/2028	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Physicians
33	Nguyen	Lam	D.O.	08/01/2026-08/01/2028	Ambulatory Care/Primary Care	Affiliate Membership and Privileges	UMC Wellness Center
34	Najim	Shadi	M.D.	08/01/2026-08/01/2028	Medicine/Nephrology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Kidney Specialists of Southern Nevada
35	Olen	Rebecca	PAC	08/01/2026-08/01/2027	Emergency Medicine/Adult Emergency Medicine	APP Dependent Privileges	UMC Emergency Medicine
36	Osman	Hassan	M.D.	08/01/2026-08/01/2028	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
37	Patel	Swetal	M.D.	08/01/2026-08/01/2028	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular
38	Patino	Guillermo	D.O.	08/01/2026-08/01/2028	Surgery/Urology	Active Membership and Privileges to **Affiliate Membership and Privileges**	Las Vegas Urology
39	Pineda	Myacinth	APRN	08/01/2026-08/01/2028	Medicine/Nephrology	APP Independent Membership and Privileges	Kidney Specialists of Southern Nevada

40	Plaire	James	M.D.	08/01/2026-08/01/2028	Surgery/Urology	Affiliate Membership and Privileges	Children's Urology Associates
41	Richter	Lawson	M.D.	08/01/2026-08/01/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	Safe Harbor Medical
42	Romero	Brandon	M.D.	08/01/2026-08/01/2028	Orthopedic Surgery/Orthopedic Surgery	Active Membership and Privileges	UMC Orthopedic & Spine Center
43	Rosenbaum	Amy	D.O.	08/01/2026-08/01/2028	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern Nevada
44	Saba	Chloe	D.O.	08/01/2026-08/01/2027	Obstetrics and Gynecology/Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern Nevada
45	Santos	Angelie	M.D.	08/01/2026-08/01/2028	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
46	Schlesinger	James	D.M.D.	08/01/2026-08/01/2028	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	James Schlesinger III MD DMD LTD
47	Spirtos	Alexandra	M.D.	08/01/2026-08/01/2027	Obstetrics and Gynecology/Obstetrics and Gynecology	Affiliate Initial FPPE Membership and Privileges	Women's Cancer Center
48	Strauss	Jonathan	M.D.	08/01/2026-08/01/2027	Pathology	Affiliate Membership and Privileges	Hoffman, MD Associated Pathology
49	Tandon	Teena	M.D.	08/01/2026-08/01/2028	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
50	Ucab	Alvin Lourenz	APRN	08/01/2026-08/01/2028	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	Intermountain Healthcare
51	Wilson	Robert	APRN	08/01/2026-08/01/2028	Orthopedic Surgery/Orthopedic Surgery	APP Independent Membership and Privileges	UMC Orthopedic & Spine Center
52	Worth	Charles	D.O.	08/01/2026-08/01/2028	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Affiliate Membership and Privileges	UMC Emergency Medicine
53	Yi	Julia	M.D.	08/01/2026-08/01/2028	Neurosurgery & Trauma Neurosurgery	Affiliate Initial FPPE Membership and Privileges	The Spine and Brain Institute

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Aggarwal	Abhimanyu	M.D.	08/01/2026-08/01/2028	Radiology/Teleradiology	**New Privilege:** Core Radiology
2	Bowers	Kara	M.D.	08/01/2026-08/01/2027	Surgery/General Surgery	**New Privilege:** Telemedicine **Withdraw Privilege:** Cystocopy
3	Chowdhry	Ishtiaq	M.D.	08/01/2026-08/01/2028	Pediatrics	**REFER AND FOLLOW**
4	Diep	Jimmy	M.D.	08/01/2026-08/01/2028	Medicine/Cardiology	**Withdraw Privilege:** Aortic Valvuoplasty
5	Giles	Casey	PAC	08/01/2026-08/01/2028	Surgery/Plastic Surgery	**Withdraw Privilege:** Pediatric Patients (Plastic surgery DOP)
6	Hansen	P. Michael	D.O.	08/01/2026-08/01/2028	Ambulatory Care/Quick Care	**New Privilege:** Telemedicine
7	Helo	Naseem	M.D.	08/01/2026-08/01/2028	Radiology/Teleradiology	**Withdraw Privilege:**Core Radiology
8	Kodandapani	Keshavan	APRN	08/01/2026-08/01/2028	Ambulatory Care/Quick Care	**Withdraw Department:** Medicine (Psychiatry) **Withdraw Privilege:** Uncomplicated Dislocations
9	Lasky	Joseph	M.D.	08/01/2026-08/01/2028	Pediatrics/Pediatric Hematology/Oncology	**Withdraw Privilege:** Core Pediatric
10	Levine	Noah	D.P.M.	08/01/2026-08/01/2028	Orthopaedic Surgery/Podiatry	**Withdraw Privileges:** DOP Orthopaedic surgery Podiatry (requesting Ref and Follow only) **New Privilege**: Refer and Follow
11	Love	Stephanie	APRN	08/01/2026-08/01/2027	Ambulatory Care/Primary Care	**Withdraw Privilege**: Telemedicine
12	Patino	Guillermo	M.D.	08/01/2026-08/01/2028	Surgery/Urology	**Withdraw Privilege**: Open Prostatectomy **New Privileges:** Laparoscopic Procedures // Extracorporeal Shockwave Lithotripsy (ESWL) // Laser Lithotripsy // Laparoscopic Urological Surgery // Interstim Therapy for Urinary Control
13	Rosenbaum	Amy	D.O.	08/01/2026-08/01/2028	OBGYN	**New Privilege**: Dilation and Evacuation up to 24 weeks gestation

D. MODIFICATION OF PRIVILEGES

1	Akiyama	Megumi	M.D.	Obstetrics & Gynecology	Modification of Privileges - Moving to the new DOP - **New Privilege**: Maternal-Fetal Medicine Core
2	Foo	Michelle	APRN	Medicine/Internal Medicine	Modification of Privilege - **Withdraw Privilege:** Telemedicine
3	Keeler	Sean	M.D.	Obstetrics & Gynecology	Modification of Privileges - Moving to the new DOP - **New Privilege**: Maternal-Fetal Medicine Core

4	Khine-Stickler	Mary	M.D.	Obstetrics & Gynecology	Modification of Privileges - Moving to the new DOP - **New Privilege**: Maternal-Fetal Medicine Core
5	Reddy	Dhruv	M.D.	Medicine/Internal Medicine	Modification of Privilege - **Withdraw Department**: Ambulatory **Withdraw Privilege**: Telemedicine
6	Roberts	Donald	M.D.	Obstetrics & Gynecology	Modification of Privileges - Moving to the new DOP - **New Privilege**: Maternal-Fetal Medicine Core
7	Swanson	Riley	PAC	Orthopaedic Surgery	Modification of Privilege - **Withdraw Privileges:** Please remove all Advanced Practice Professional Orthopaedic Surgery Special Privileges except for Assist in Spine Surgery.

E. MODIFICATION OF PRIVILEGE: TEMPORARY PRIVILEGE(PROCTORING)

1	Pamulapati	Vivek	M.D.	Surgery/General Surgery	Modification of Privilege - **New Privilege**: Da Vinci Robot (Proctoring)

F. EXTENSION OF INTIAL FPPE: (DEPT/PRIV)

1	Desai	Jyoti	M.D.	Obstetrics & Gynecology	Extend Modification of Privilege - **New Privilege:** Dilation & Evacuation through January 2027 due to not being able to provide cases.

G. STATUS CHANGE: INITIAL FPPE

1	Fleury	Aimee	M.D.	OB/GYN	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
2	Huynh	Hai-Phuong	CRNA	Anesthesiology	Change In Staff Status - Release from APP Initial FPPE Membership and Privileges to **APP Dependent Privileges** - Completion of FPPE
3	Lobato	Carl	M.D.	Anesthesia	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
4	Martin	Joshua	M.D.	Diagnostic Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
5	Mendez	Fernando	M.D.	Medicine/Psychiatry	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
6	Najand	Husna	M.D.	Medicine/Psychiatry	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE

7	Prandecki	Ashley	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
8	Randall	Michaela	M.D.	Anesthesiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE
9	Spirtos	Nicola	M.D.	OB/GYN	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to **Affiliate Membership and Privileges** - Completion of FPPE

H. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGE

1	Kirgan	Daniel	M.D.	General Surgery	Completion of FPPE - **New Privilege**: Amputation
2	Swanson	Riley	PAC	Orthopaedic Surgery	Completion of FPPE - **New Privilege**: Assist in Spine Surgery

I. STATUS CHANGE

1	Scheer	Ronald	D.O.	Emergency Medicine/Adult Emergency Medicine	Change in Staff Status - Active Membership and Privilege to **Honorary**

J. LEAVE OF ABSENCE - REQUEST

1	De Jong	Ann	M.D.	Family Medicine	TBD	Request Leave of Absence – Personal (**07.29.2026-07.01.2027**)
2	Runge	Elliot	D.O.	Medicine/Pulmonary	Mike O'Callaghan Military Medical Center	Request for Leave of Absence – Deployment (**07.29.2026-07.01.2027**)

K. RESIGNATIONS

1	Ahmed	Imtiaz	M.D.	Radiology/Diagnostic Radiology	Medicus Healthcare Solutions	Voluntary Resignation
2	Ameduri	Craig	PAC	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
3	Andreasen	Lance	PAC	Medicine/Internal Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
4	Angotti	Lisa	M.D.	Surgery/General Surgery	UNLV Surgery	Voluntary Resignation
5	Attia	Mohamed	M.D.	Medicine/Internal Medicine	UMC Hospitalists	Voluntary Resignation

6	Balok	Alexander	PAC	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
7	Bernal-Mejia	Manuel	M.D.	Emergency Medicine/Adult Emergency Medicine	UMC Emergency Medicine	Voluntary Resignation
8	Cartier	Jocelin	PAC	Family Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
9	Cooper	Sheila	M.D.	Anesthesiology	UMC Anesthesia	Voluntary Resignation
10	Elledge	Stehen	PAC	Orthopedic Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
11	Fritts	Nathan	PAC	Emergency Medicine/Emergency Medicine	Mike O'Callaghan Military Medical Center	Voluntary Resignation
12	Gurz	Sana	M.D.	Medicine/Internal Medicine	UNLV Health	Voluntary Resignation
13	Hansen	Jonathan	D.O.	Medicine/Internal Medicine	UNLV Health	Voluntary Resignation
14	Howenstein	Abby	M.D.	Orthopaedic Surgery	UMC Orthopedic & Spine	Voluntary Resignation
15	Hughes	Jonathan	D.O.	Anesthesiology	UMC Anesthesia	Voluntary Resignaiton
16	Javier	Solomon	M.D.	Ambulatory Care/Quick Care	UMC East Charleston Quick Care	Voluntary Resignation
17	Loomis	Brian	PAC	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
18	Luong	Robert	M.D.	Ambulatory Care/Quick Care	UMC Quick Care	Voluntary Resignation
19	McGahan	Kristina	APRN	OB/GYN	High Risk Pregnancy Center	Voluntary Resignation
20	Mendez	Fernando	M.D.	Medicine/Psychiatry	UNLV Health	Voluntary Resignation
21	Montiel-Esparza	Raul	M.D.	Pediatric Hematology/Oncology	Cure for the Kids Foundation	Voluntary Resignation
22	Pinto-Flores	Damaris	APRN	Ambulatory Care/Primary Care	UMC East Charleston Primary Care	Voluntary Resignation
23	Pruangkarn	Susanna	APRN	Medicine/Pulmonary	Mike O'Callaghan Military Medical Center	Voluntary Resignation
24	Qazi	Sayed	M.D.	Medicine/Nephrology	Nevada Nephrology Consultants	Voluntary Resignation

25	Rose	Jordan	PAC	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center	Voluntary Resignation
26	Samlowski	Wolfram	M.D.	Medicine/Hematology /Oncology	Nevada Oncology Specialists	Voluntary Resignation
27	Silver	Frank	M.D.	OB/GYN	Desert Inn Women's Clinic	Voluntary Resignation
28	Stanger	Gregory-Thomas	M.D.	Medicine/Internal Medicine	UMC Hospitalists	Voluntary Resignation
29	Staton	Michael	M.D.	Radiology/Diagnostic Radiology	UMC Radiology	Voluntary Resignation
30	Troxell	Sonia	PAC	Medicine/Cardiology	Mike O'Callaghan Military Medical Center	Voluntary Resignation
31	Turnbull	Scott	D.O.	Medicine/Internal Medicine	UNLV Health	Voluntary Resignation
32	Vongsavath	Tahne	D.O.	Medicine/Internal Medicine	UNLV Health	Voluntary Resignation

L. ADJOURNMENT

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:

1. Page 1 – Added new classifications for Faculty.
2. Page 3 – Added language regarding work schedules to clarify meeting full hours complement.
3. Page3-4 – Added clarifying language around the annual review process and eligibility for increases.
4. Page 7-8 - Revised CME Program creating a new program for Faculty.
5. Revised Appendix 4 – pursuant to an FMV that was conducted for the above classifications.
6. We anticipate the revisions to be effective on August 1, 2026, and will cover existing and future employees within the identified classifications.

This Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their July 13, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 29, 2026

Agenda Item # **5**

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: 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

Appendix 4*

Emergency Medicine - Pay Grades/Ranges & Additional Compensation

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				EEs Hourly Rate +15%
Academic					
Program Director[4]	$402,212 – $528,048				N/A
Associate Program Director[5]	$406,844 – $534,031				
Faculty[6]	$393,840 $522,750				

*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 0.6 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.6 CFTE, the Director will be responsible for eight and one-half (8.5) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical 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 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.

[6] Faculty compensation is based upon a 0.9 Clinical FTE (CFTE) and the remainder of the 1.0 FTE being dedicated to administrative time. At a 0.9 CFTE, the Director will be responsible for thirteen and one-half (13.5) shifts per month with an additional administrative/teaching responsibility of a minimum of 130 hours outside of the required clinical 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:

Increase Estimate Per Classification Type	Amount
Critical Care	$604,109
Adult Hospitalists	$2,267,163
Adult Hospitalists P/D	$175,948
Total	$3,047,220.80

BACKGROUND:

The substantive changes to this Compensation Plan are:

1. Page 1 – Added new classifications:
a. Adult Hospitalist
b. Hospitalist – Critical Care
2. Page 4 – Added clarifying language regarding the annual review process and eligibility for increases.
3. Page 4 – Added clarifying language to work schedules regarding working the full allotment of hours.
4. Revised Appendix 1 (pages 10-11) – pursuant to an FMV that was conducted for the above classifications.
5. We anticipate the revisions to be effective on August 1, 2026, and will cover existing and future employees within the identified classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their July 13, 2026 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 29, 2026

Agenda Item #

6

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: August 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.

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):

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.

Appendix 1 * Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	wRVU Threshold	wRVU Rate	Max TCC
SPECIALTY – ORTHOPEDICS				
Experienced (5+ years of experience)				
Trauma Surgeon	$554,841.75 - $652,755.00	9,525	$80.33	$933,726.00
Ortho Specialty	$484,618.15 - $570,129.00	10,992	$71.23	$933,726.00
Ortho Sports	$436,667.95- $513,727.00	9,766	$72.37	$908,081.00
Ortho – Medical	$288,398.20 - $339,292.00	6,642	$67.94	$698,839.00
New Hires (<5 years of experience)				
Trauma Surgeon	$443,873.40 - $522,204.00	7,620	$80.33	$933,726.00
Ortho Specialty	$387,694.52 - $456,111.20	8,794	$71.23	$933,726.00
Ortho Sports	$349,334.36- $410,981.60	7,813	$72.37	$908,081.00
Ortho – Medical	$230,718.56 - $271,433.60	5,314	$67.94	$572,000.00
NP/PA	$124,181.60 - $146,096.00	2,117	$69.70	$168,104.00
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

SPECIALTY – CRITICAL CARE				
Experienced (5+ years of experience)				
Critical Care	$456,778.00 - $524,196.00	5,964	$116.38	$604,109.00
New Hires (<5 years of experience)				
Critical Care	$284,789.95- $399,736.00	5,385	$116.38	$604,109.00

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
AGENDA ITEM

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

Recommendation:

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

FISCAL IMPACT:

Fund Number: 5430.111
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: May 1, 2026 – April 30, 2027
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause

BACKGROUND:

This request is to enter into a new Provider Services Agreement with SelectHealth, Inc., covering both Commercial and Medicaid, to provide its members with healthcare access to UMC and its associated facilities. The reimbursement rates for professional services increased due to a direct contract with Select Health, which had previously been contracted with Intermountain. The Agreement term is for one (1) year and may be renewed upon mutual written agreement.

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

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

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

Cleared for Agenda
July 29, 2026

Agenda Item #
7

PARTICIPATING PROVIDER SERVICES AGREEMENT
SIGNATURE PAGE

By signing in the space indicated below, Provider agrees to become a Participating Provider with managed care plans of SelectHealth, and with other Managed Care Plans (Affiliated Managed Care Plans) with which SelectHealth may contract as described in the attached Participating Provider Services Agreement (referred to herein as the "Agreement"). Provider understands that such Affiliated Managed Care Plans (plans not owned or sponsored by one of the SelectHealth companies) will contract with SelectHealth to utilize the SelectHealth networks of contracted providers to render healthcare services to individuals entitled to healthcare benefits under plans sponsored by or under contract with such Affiliated Managed Care Plans, and that payment for such services will not be the responsibility of SelectHealth.

This Agreement is effective on May 1, 2026 (Effective Date) and made by Provider and SelectHealth (together referred to as the "Parties" or each a "Party") based on the promises and mutual covenants and undertakings set forth in the Agreement. The following appendices and exhibits are incorporated by reference into the Agreement:

Exhibit One – Utilization Management/Quality Improvement Program
SelectHealth Med Network Appendix
SelectHealth Med Network Appendix - Attachment A Maximum Allowable Fee Schedule
SelectHealth Value Network Appendix
SelectHealth Value Network Appendix - Attachment A Maximum Allowable Fee Schedule
Select Health Medicaid/CHIP Addendum

Qualified Health Plan Addendum – Qualified Health Plans sponsored by SelectHealth

A list of Managed Care Plans ("Affiliates") currently under contract with SelectHealth is enclosed with this agreement. Affiliated Managed Care Plans that contract with SelectHealth will establish their own Health Benefit Programs utilizing the provider panels established by SelectHealth for its own plans and Members.

Provider understands that SelectHealth may, from time to time and with written notice, add additional Affiliated Managed Care Plans to the list attached as the Affiliated Managed Care Plan Appendix and that Provider will become a Participating Provider for such Plans pursuant to this Agreement.

Provider acknowledges and certifies that it is authorized to sign this SelectHealth Participating Provider Services Agreement as an agent/attorney in fact for and on behalf of each of the physicians/practitioners listed in the roster provided by Provider and as updated periodically.

Provider Name: University Medical Center of Southern Nevada
Address: 1800 W. Charleston Blvd., Las Vegas, Nevada, 89102
(702)383-3982

Provider's Signature: **Date**:

_____

Full Name: Mason Van Houweling
Title: Chief Executive Officer

SelectHealth, Inc: 5381 Green Street
Murray, Utah 84123
(801)442-5000

Authorized signature on behalf of SelectHealth, Inc:

Signature: **Date:** Jul 2, 2026

Mark Wankier (Jul 2, 2026 09:31:25 MDT)

Full name: Mark Wankier
Title: Provider Development AVP

Participating Provider Services Agreement

References to "Provider" refer to the healthcare provider whose name and signature appear on the attached signature page. References to "SelectHealth" refer to the Intermountain Healthcare company or companies whose name(s) are listed on the attached signature page. For Affiliated Managed Care Plans (plans not owned or sponsored by one of the SelectHealth companies), SelectHealth obligates such Affiliated Managed Care Plans (or plans under contract with such plans) to be responsible to make payments to Participating Providers for the Covered Services rendered to the Affiliated Managed Care Plans' Members. In the interests of SelectHealth, Select Health's Medical Director has discretion to waive in writing compliance with any requirement in this Agreement either for a particular provider or for providers of a particular type. If Provider is not a physician, then SelectHealth will separately specify in writing the requirements of this Agreement that relate only to physicians that will not apply to Provider.

Part 1. Definitions. Terms in this Agreement will have their usual meanings and the following terms will have the meanings indicated.

1.1 Affiliated Managed Care Plans: Managed Care Plans that are not owned or sponsored by one of the SelectHealth companies.

1.2 Covered Services: Medically Necessary health care services defined in the applicable Health Benefit Program as being paid, at least in part, by a Managed Care Plan under specified conditions. Covered Services are subject to specified exclusions, limitations, and utilization management and quality improvement requirements specified in each Health Benefit Program. Health care services are not presumed to be covered, even if considered Medically Necessary by a Participating Provider. Health care services are not covered unless they satisfy the requirements of the applicable Health Benefit Program, including but not limited to, the requirement of Medical Necessity. Experimental, investigational, and other procedures not proven by recognized medical professionals or appropriate governmental agencies are not Covered Service unless specifically defined and specified as such in the applicable Health Benefit Program.

1.3 Health Benefit Program: A Managed Care Plan's written description of Covered Services and the conditions, limitations, and exclusions that apply to Covered Services, including but not limited to the applicable utilization management and quality improvement requirements, and the financial incentives for Members to use Participating Providers. The Health Benefit Programs of Affiliated Managed Care Plans will utilize financial arrangements similar to the terms specified for the SelectHealth Health Benefit Programs described in the attached Appendices. Unless Provider is otherwise notified in writing by SelectHealth pursuant to section 5.01, the financial arrangements of Affiliated Managed Care Plans for making payments to Providers will, on aggregate for all Covered Services, require payments to Participating Providers that are equal to or greater than the payments required to be made by SelectHealth as set forth on the attached Appendices.

1.4 In-network Facility: A hospital or other health care facility participating in designated SelectHealth Networks.

1.5 Managed Care Plan: SelectHealth plus the Affiliated Managed Care Plans that have contracted with SelectHealth to use Participating Providers to render Covered Services to Members enrolled in Health Benefit Programs sponsored by or under contract with such Managed Care Plan.

1.6 Medical Director. A physician designated as such by a Managed Care Plan.

1.7 Medically Necessary. Unless otherwise stated in the applicable Health Benefit Program, services are Medically Necessary if, under generally accepted principles of good medical practice and professionally recognized standards, they are required for and consistent with the diagnosis, care, and treatment of a condition, disease, ailment, or injury that is covered (eligible for payment) under a Health Benefit Program. A service is not Medically Necessary if it is provided solely for the convenience either of the Member or of any health care provider. Services that may otherwise be Medically Necessary may not be Covered Services if they are excluded or limited in their coverage by the applicable Health Benefit Program, or if the utilization management requirements of the applicable Health Benefit Program are not complied with.

1.8 Members: Individuals enrolled by a Managed Care Plan to receive Covered Services. Members are sometimes referred to as "Enrollees." The benefits available to Members are determined by the Health Benefit Program in which they are enrolled. Members through whom eligible family dependents become Members are sometimes referred to as "Subscribers."

1.9 Participating Providers: Those health care providers and facilities who have contracted with SelectHealth to render Covered Services to Members in the Service Area.

1.10 Preferred Payment Rates: The rates paid for Covered Services which satisfy all of the requirements of this Agreement and the applicable Health Benefit Program.

1.11 Primary Care Physician ("PCP"): A Participating Provider designated as such by a Managed Care Plan.

1.12 Provider: University Medical Center of Southern Nevada, a publicly owned and operated Hospital created by virtue of Chapter 450 of the Nevada Revised Statutes and the health care provider who is contracting with SelectHealth pursuant to this Agreement.

1.13 Quality Improvement: A program designed to assess the credentials of Participating Providers and to assess and monitor the quality of health care services available and provided to Members from Participating Providers.

1.14 Secondary Care Physician: A physician who is a Participating Provider, but who is not a Primary Care Physician.

1.15 Service Area: The geographic area designated as such in the applicable Health Benefit Program.

1.16 Utilization Management: A set of requirements established by Managed Care Plans to promote quality of care, the efficient, effective, and reasonable utilization of health care resources, and the improvement of health care outcomes. Such programs can include, but are not limited to, preadmission review, preauthorization / precertification, concurrent review, retrospective review, case management, and discharge planning.

Part 2. Provider Responsibilities.

2.1 Rendering Covered Services. Provider agrees to render Covered Services to Members enrolled in Health Benefit Programs sponsored by Managed Care Plans. Provider agrees to render such services within the scope of his/her licensure and qualifications and in a manner consistent with accepted standards of medical practice. Such services will be available for elective care within a reasonable time and during reasonable office hours as set forth in the SelectHealth utilization management and quality improvement guidelines.

2.2 PCP Providers. If Provider practices in a primary care specialty and/or is designated as a PCP by a Managed Care Plan, then Provider agrees to act as the Primary Care Physician for Members who designate Provider as such. The responsibilities of Primary Care Physicians are set forth in the applicable Health Benefit Program and/or the applicable utilization management/quality improvement program.

2.3 Referrals. In making referrals for Medically Necessary Covered Services, Provider agrees to refer the Member to other Participating Providers in the manner specified by the applicable Health Benefit Program.

2.4 Professional Relationships. Provider understands that neither SelectHealth nor Affiliated Managed Care Plans practice medicine and that they have no right to direct the treatment of patients. To the extent that SelectHealth and Affiliated Managed Care Plans establish practice protocols, utilization management guidelines, or quality improvement standards, such items are not a substitute for Provider's professional judgment. Provider has a professional responsibility to establish appropriate, independent provider - patient relationships with Members to whom Provider renders Covered Services. Provider is responsible to render appropriate medical care to Members who are under his/her care independent of the requirements of this Agreement, any Health Benefit Program, any payment arrangement, or any utilization management

determination by SelectHealth or any Affiliated Managed Care Plan. Provider is solely responsible for the services rendered to Members.

2.5 Use of Back-Up Providers. If the use of back-up or on-call providers is permitted by a Managed Care Plan, and if Provider uses a back-up or on-call provider who is not a Participating Provider, then Provider is responsible to see that such provider complies with all the requirements of this Agreement when rendering Covered Services to Members and that such other provider agrees to accept payment for such Covered Services according to the terms of this Agreement.

2.6 Allied Health Professionals. Provider may utilize the services of allied health professionals (e.g., physician assistants, nurse practitioners) to render Covered Services to Members, provided that such use is appropriate under state law and that such use is approved by SelectHealth in accordance with standards adopted by SelectHealth.SelectHealth may, in its discretion, require such individuals to be credentialed by SelectHealth.

2.7 Medications and Labs. Provider agrees to use best efforts prescribe generic medications or medications designated as preferred (e.g., in a formulary) by the applicable Managed Care Plan and to permit the filling of prescriptions with bioequivalent, generic medications unless the best interests of the Member require the use of name-brand medications in particular instances. Provider agrees to use only CLIA certified labs for Covered Services that are both subject to the CLIA requirements and required by the applicable Health Benefit Program to be obtained from a CLIA certified lab.

2.8 Non-Discrimination. Provider agrees not to discriminate against Members in either rendering or arranging for Covered Services or in the use of, or access to, facilities under his/her control.

2.9 Closing of Practice. Provider agrees not to close or restrict his/her practice to Members enrolled through commercial (non-government sponsored) plans of Managed Care Plans that in any way discriminates against such Members, as compared to individuals covered by commercial (non- government sponsored) plans of other payers to whom Provider renders services. Provider also agrees not to close or restrict his/her practice to Members enrolled through government sponsored plans of Managed Care Plans in any way that discriminates against such Members enrolled through government sponsored plans of Managed Care Plans, as compared to individuals covered by government sponsored plans of other payers, including traditional Medicare and Medicaid. Provider agrees to notify SelectHealth at least sixty (60) days in advance of any decision to close or restrict his/her practice to new patients. Provider agrees not to close or restrict his/her practice to Members unless it is also closed to all other new patients.

2.10 Utilization Management and Quality Improvement Requirements. Managed Care Plans will adopt utilization management and quality improvement standards and requirements designed to promote the delivery of quality, cost-effective health care to their Members. In rendering Covered Services to Members, Provider agrees to comply with the utilization management and quality improvement requirements of the Health Benefit Program in which each Member is enrolled. Such requirements may include, but are not limited to, obtaining preauthorization or precertification before making or obtaining referrals, participating in case management, and coordinating care with other providers. Such utilization management and quality improvement requirements also may include office audits of medical records, periodic inspections and surveys, case specific reviews, and other concurrent and retrospective reviews by SelectHealth and Affiliated Managed Care Plans. Managed Care Plans may also adopt physician approved clinical practice guidelines and require compliance with such guidelines, except when the best interests of the patient dictate otherwise. Managed Care Plans will give Provider information about such requirements. Provider agrees to comply with Managed Care Plans' utilization management and quality improvement standards and requirements and to work cooperatively with Managed Care Plans to improve the performance of Managed Care Plans.

2.11 Limitations on Payment. Managed Care Plans are not responsible to pay for services when utilization management / quality improvement requirements are not followed, and Provider agrees not to bill Members or persons acting on behalf of Members for otherwise Covered Services that are not paid for solely because Provider has failed to follow the applicable utilization management / quality improvement requirements.

2.12 Authorization Limitations. Provider understands that referrals and preauthorization/ precertification reflect a Managed Care Plan's opinion at the time, based on the available information, but are not guarantees of payment.

2.13 Experimental and Investigational Procedures. Provider agrees to consult in advance with the applicable Managed Care Plan's Medical Director or designated clinical resource before rendering any service to a Member that is, or reasonably appears to be, investigational, experimental, or not consistent with accepted medical practice in the community. See also, 1.02.

2.14 Change of Providers. Under procedures established by each Managed Care Plan, Provider or a Member will each have the right to request from the applicable Managed Care Plan a change in a particular Member's access to Covered Services from the Member's current provider to a different provider if Provider and Member are unable to establish an appropriate, effective provider-patient relationship.

2.15 Service Standards. Provider agrees to provide clean, well-maintained facilities and equipment for patient care activities. Provider agrees to maintain an adequate, properly trained, efficient, and courteous staff to assist Provider in patient care activities and contacts.

2.16 Licensure and Other Participation Requirements. Provider agrees to maintain continuously all of the following at his/her own or his/her employer's expense:

A. a current state license to practice his/her profession;

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

C. active medical staff membership on the medical staff of an In-network facility or an arrangement for inpatient hospitalist care;

D. a controlled substance license and DEA registration (unless this requirement is expressly waived by Select Health's Medical Director or designee or unless Provider is licensed as a type of provider that is not eligible to obtain a DEA license); and

E. any registrations, certifications, and accreditations required by law to render healthcare services in the state in which Covered Services are rendered.

Upon Select Health's request, and at the time of all periodic reappointments, Provider agrees to furnish SelectHealth with evidence that Provider complies with these requirements.

2.17 Notice in the Event of Changes. Provider agrees to notify SelectHealth immediately if there is a change in any of the items specified in or if any of the following items occur:

A. Provider is indicted, arrested, or convicted of (i) a felony or (ii) any crime related to the provision of health care services;

B. Provider is suspended or limited in his/her eligibility to participate in either the Medicare or Medicaid program;

C. Provider is made a party to a legal action, which is based on the practice of his/her profession;

D. Provider is adjudged bankrupt, has a receiver appointed, or files for protection under the federal bankruptcy laws;

E. Provider's medical staff membership and/or clinical privileges are subject to any restriction, suspension, revocation, or there is a voluntary relinquishment of his/her medical staff membership or clinical privileges at any hospital or other health care delivery setting (not including any suspension of admitting privileges for non-emergency admissions lasting less than 30 days for reasons of failure to complete medical records);

F. Provider is subject to the termination, probation, suspension, or any other adverse action by a regulatory authority in connection with any license, registration, or certification held by Provider relating to the provision of health care services;

G. Provider's general and/or professional liability insurance is canceled, or the amount of coverage drops below the level required by SelectHealth or Provider changes carriers for such insurance;

H. Provider is sanctioned by a State or Federal government for fraud or abuse in connection with a government sponsored health benefit program; or

I. Provider's participation in any health benefit plan is suspended or revoked due to billing fraud or abuse.

2.18 Payment and Billing.

A. Provider agrees to accept the payments described in this Agreement, including copayments, coinsurance, deductible payments, and payments from SelectHealth and Affiliated Managed Care Plans, as payment in full for rendering Covered Services to Members.

B. Unless otherwise provided in the applicable Health Benefit Program, Provider agrees to use his/her best efforts to bill the applicable Managed Care Plan promptly (within 90 days). Provider will follow the claims submission procedures contained in the applicable Managed Care Plan's administrative manual or as otherwise required by the Managed Care Plan.

C. Except as provided in this section 2.18, Provider will not bill the Member for Covered Services provided to Members.

D. D. As specified in the Member's Health Benefit Program, Provider will bill or collect directly from Members for all copayments. As specified in the Member's Health Benefit Program, Provider will bill a Member for deductibles or coinsurance, if any, following the receipt of an explanation of benefits form or similar notification of payments / benefits.

E. E. Except as permitted by this section 2.18, in no event will Provider bill any Member or require any Member to tender any payment with respect to Covered Services other than copayments, deductibles, and coinsurance, if any, as specified in the Member's Health Benefit Program. Furthermore, Provider will not bill any Member for the difference between the Preferred Payment Rate agreed to in this Agreement and Provider's regular billing rates.

2.19 Patient Hold Harmless. In no event, including but not limited to nonpayment by a Managed Care Plan, insolvency of a Managed Care Plan or breach by a Managed Care Plan of this or any other Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any other recourse against a Member, or person acting on behalf of a Member, for Covered Services provided pursuant to this Agreement. This provision does not prohibit Provider from collecting deductibles, copayments, or coinsurance, as provided in the applicable Health Benefit Program, or from collecting fees for uncovered services delivered on a fee-for-service basis to Members, as set forth in this section. Except with the advance, written approval of the applicable Managed Care Plan, Provider agrees not to waive any copayments, coinsurance, or deductible payments that are specified to be collected from Members under the applicable Health Benefit Program. Provider agrees not to bill any Member, or person acting on behalf of a Member, for any Covered Service that is not paid for by a Managed Care Plan as the result of Provider failing to conform to the requirements of this Agreement or the applicable Health Benefit Program. The limitations on balance billing in this section do not apply if both the following conditions exist: the Member is enrolled in a Managed Care Plan that is not subject to state or federally mandated hold harmless provisions, and if the Member has not assigned to Provider the Member's right (if any) to receive payments directly from the Managed Care Plan. In the event that the limitations described by the preceding sentence apply, Provider agrees to bill the Member only for an amount equal to or less than the amount the Managed Care Plan allows for the Covered Service, plus any applicable copayment, coinsurance, or deductible.

2.20 Billing for Non-Covered Services. Provider agrees to notify Members in writing and in advance of any proposed services that Provider has reason to believe will not be covered or for which Provider has reason to believe that otherwise required preauthorization has not been obtained or has been denied and which, as a result, will be the personal obligation of the Member and not covered under this Agreement.

2.21 Requirements in the Event a Managed Care Plan Ceases Operations. In the event that a Managed Care Plan ceases operations, Provider agrees to continue to render Covered Services for the period for which premium has been paid, and Provider agrees that benefits to Members confined in an inpatient setting on the date of the Managed Care Plan's insolvency or other cessation of operations will continue until the Member is discharged. The requirements of this section will survive the termination of this Agreement, regardless of the reason for the termination, including but not limited to the insolvency of SelectHealth or an Affiliated Managed Care Plan. This section will be construed to be for the benefit of Members and persons acting on behalf of Members. The provisions of this section supersede any oral or written Agreement to the contrary now existing or hereafter entered into between Provider and a Member or person acting on behalf of a Member insofar as such contrary agreement may relate to liability for Covered Services provided pursuant to this Agreement. If Provider has problems with any billing matter that is not resolved by informal means, Provider agrees to submit the issue to the Managed Care Plan's grievance and appeal processes.

2.22 Pre-existing Conditions and Waiting Period Conditions. For services to Members that would have been Covered Services except for the application of a preexisting condition or similar limitation on coverage during the Member's initial period of enrollment with a Managed Care Plan, Provider agrees to accept as payment in full from the Member the amount Provider would otherwise have been paid by the Member's Managed Care Plan, plus any applicable copayment, coinsurance, or deductible.

2.23 Coordination of Benefits. Provider agrees to cooperate with Managed Care Plans in coordinating benefits and payments with other plans and payers that are or may be responsible to pay for all or part of Covered Services provided to Members. Based on information available to Provider, Provider agrees to submit bills first to the payer that appears to be primarily responsible to pay the bills for services rendered. If a Managed Care Plan is the secondary payer, then the Managed Care Plan is only responsible for the difference between what Provider has received or should have received from the primary payer and what Provider would receive from the Managed Care Plan if the Managed Care Plan had been the primary payer. Based on information available to Provider, Provider agrees to cooperate with Managed Care Plans in identifying other payers by which Members are insured.

2.24 Subrogation. All subrogation rights (i.e., the right to collect from a third party whose conduct may have caused the need for health care services, such as the party who caused an automobile accident) will belong to Managed Care Plans and not to Provider.

2.25 Billing Errors. Provider agrees to refund to Managed Care Plans any amounts paid to Provider in error within three hundred and sixty-five days from date of payment. Managed Care Plans reserve the right to offset against future amounts payable to Provider any such overpayments that are not repaid by Provider; upon providing a thirty (30) day notice to Provider and include documentation of the overpayment.

2.26 Credentialing and Recredentialing. Provider agrees to cooperate with SelectHealth's periodic recredentialing process, and will sign appropriate informational forms, consents, and releases provided by SelectHealth to authorize SelectHealth to make a thorough investigation of his/her professional activities, competence, professional conduct, professional discipline, malpractice claims, and insurance experience. Provider acknowledges that participation with SelectHealth is not effective until such credentialing is completed and is dependent upon meeting the credentialing requirements. SelectHealth may utilize the services of Intermountain Medical Staff Services to assist with the credentialing and recredentialing processes. The initial appointment period shall be one year, with reappointment generally every two years thereafter. Provider agrees to inform SelectHealth promptly if Provider is subject to any professional discipline or loss / reduction of privileges, licensure, or professional prerogatives in any professional context as described in 2.17. Provider releases from liability all hospitals and other practice settings where Provider practices his/her profession which provide credentialing / recredentialing information to SelectHealth. Provider authorizes such hospitals and other practice settings to notify SelectHealth of any disciplinary or corrective actions or proceedings that effect Provider for more than 30 days. Provider understands that SelectHealth may release to Affiliated Managed Care Plans the credentialing and recredentialing information that it has in its files

regarding Provider. Provider also agrees to notify SelectHealth of any information Provider discovers that would materially change any of the representations Provider has made to SelectHealth either in this Agreement or in any application, reappointment form, or recredentialing form.

2.27 Termination in Connection with Reappointment. Provider understands and agrees that SelectHealth or any Affiliated Managed Care Plan may terminate Provider from participation with its Members at the time of or in connection with the recredentialing / reappointment process. Such termination may be based on (i) business or competitive reasons relating to SelectHealth's or any Affiliated Managed Care Plans' business, (ii) Provider's adherence to efficient managed care principles and practices, (iii) utilization of in-network providers and facilities, (iv) affiliation with competing organizations, or (v) other reasons, whether specified in this Agreement or not. (See also the other termination provisions of this Agreement in part 4).

2.28 Independent Contractor. Provider and SelectHealth (and all Affiliated Managed Care Plans, to the extent that they are third party beneficiaries to this Agreement) are independent contractors, and Provider is free to enter into other agreements of a similar nature with other plans or entities. Provider understands and agrees that he/she is not the agent or employee of SelectHealth or of any Affiliated Managed Care Plan and that he/she has no authority to speak for, represent, or cause to be bound either SelectHealth or any Affiliated Managed Care Plan. Provider agrees not to make any representation contrary to this section. Provider or Provider's employer is responsible for all employment, income, and other taxes arising from Provider's professional activities and the payments for such activities. Nothing in this Agreement will be construed to create any other type of relationship. Other responsibilities and limitations on Provider's relationship with Managed Care Plans and with Members are specified elsewhere in this Agreement.

2.29 Appropriate Professional Conduct. Nothing in this Agreement will be construed to require Provider to perform any procedure or treatment which Provider considers to be professionally improper or unacceptable, according to generally accepted professional practices.

2.30 Use of Names. Provider agrees to allow Managed Care Plans to use his/her name, address, phone number, specialty, a factual description of Provider's practice, and other relevant identifying information about his/her services and facilities in printed directories of Participating Providers and in other communications and promotional and advertising materials used by Managed Care Plans. Provider will not use the name, trademark, service mark, logo, or other symbol of any Managed Care Plan for any purpose except that Provider may use the name of a Managed Care Plan to identify himself/herself as a Participating Provider for Members of that plan. Should this Agreement terminate, neither party will do anything to suggest or imply the existence of a continuing relationship.

2.31 Records. Provider agrees to maintain adequate and appropriate medical, financial, and administrative records, to maintain such records in accordance with generally accepted medical, accounting, and bookkeeping practices, and to maintain such records for such periods of time as may be required by law, but in no case less than five (5) years. Provider agrees to permit representatives of Managed Care Plans to examine such records upon reasonable advance written request for purposes, including but not limited to, assessment of medical necessity, the quality and appropriateness of care, the cost of services, and the investigation of Member grievances and complaints. Provider agrees to obtain and document an appropriate informed consent in all situations requiring such consent. Provider agrees to maintain all such records and consents for a period of five (5) years after the rendition of Services and will make such records available for review by Managed Care Plans and by state and federal authorities and their agents for such purposes. Provider agrees that all medical records will be maintained so as to comply with applicable state and federal laws dealing with the privacy and confidentiality of medical records. Provider agrees to supply to Managed Care Plans such records as may reasonably be required to support any claim for payment for services rendered. SelectHealth will take all necessary steps to maintain the confidentiality of such records. Provider will not be reimbursed by SelectHealth for any copying charges connected with making and supporting claims, providing data for the Health Plan Employer Data Information Set (HEDIS), providing data for risk adjustment or in support of quality improvement activities. The requirements in this paragraph will survive the termination of this Agreement. SelectHealth will use its best efforts to require similar compensation to Provider for copies made for Affiliated Managed Care Plans.

2.32 NCQA. Provider agrees to cooperate with SelectHealth in maintaining Select Health's National Committee for Quality Assurance ("NCQA") accreditation or any similar accreditation.

2.33 Grievance and Appeals. Provider agrees to cooperate with SelectHealth in any grievance or appeal procedure initiated by a Member or Managed Care Plan.

2.34 Staff Education. Provider agrees to cooperate with SelectHealth in rendering education, orientation, and training to his/her staff to enable them to better assist Provider in conforming to the requirements of this Agreement.

2.35 Confidentiality. Provider agrees to keep confidential the terms of this Agreement, and especially the financial terms of this Agreement, and Provider agrees to treat as confidential any reports or other information supplied to Provider by SelectHealth or any Affiliated Managed Care Plan regarding quality reviews, utilization levels, or financial performance. Provider agrees to treat as confidential and proprietary the Health Benefit Programs of Managed Care Plans, as such may be supplied to Provider from time to time.

2.36 Protection of Proprietary Information and Trademarks. Provider agrees that all information provided to Provider by SelectHealth or Affiliated Managed Care Plans, including but not limited to contracts, fee schedules, handbooks, operation manuals, and utilization management or quality improvement information, remain the property of the party supplying such to Provider, and Provider shall not disclose such materials or their contents except as may be required to carry out Provider's functions under this Agreement.

2.37 On-Site Review. Subject to any applicable legal restrictions and upon at least ten (10) days prior written notice and if previously agreed to between SelectHealth and an Affiliated Managed Care Plan, Provider will permit an Affiliated Managed Care Plan to conduct an on-site review of Provider's compliance with the terms of this Agreement. All on-site reviews will be conducted during normal business hours.

2.38 Demographics. Provider will give SelectHealth advance written notice of changes to Provider's demographic information and the addition or deletion of providers subject to this Agreement. The addition of new providers will be subject to credentialing as described in Section 2.26.

Part 3. Managed Care Plan Responsibilities.

3.1 Payment for Covered Services. SelectHealth will pay Provider for, and SelectHealth will obligate Affiliated Managed Care Plans to pay Provider for, Covered Services provided to Members in compliance with the requirements of the applicable Health Benefit Program. Such payments will be made in amounts determined according to the fee schedule or formula referenced or set forth in the applicable Health Benefit Program. If required by a Managed Care Plan's contractual arrangement, such payments may be paid directly to the Member, absent an assignment of benefits to Provider. Provider is responsible to collect any copayments, coinsurance amounts, or deductibles applicable to Members according to the applicable Health Benefit Program. See attached appendices.

3.2 Payment by Affiliated Managed Care Plans. SelectHealth is not responsible to make any payment for any services provided to any Member enrolled through any contracted, Affiliated Managed Care Plan. Affiliated Managed Care Plans are not responsible to make any payment for any services provided to any Member enrolled through SelectHealth.

3.3 Changes in Payment Methodology or Amounts. SelectHealth may amend the applicable fee schedules and/or payment formulas by following the notice requirements of section 5.1. Affiliated Managed Care Plans may change their fee schedules provided only that the resulting Managed Care Plan schedule or formula for making payments to Providers will, on aggregate for all Covered Services, provide for payments that are equal to or greater than the payments required to be made by SelectHealth as set forth on the attached Appendices, together with any amendments to the appendices. Affiliated Managed Care Plans will implement such changes within four (4) months of any change in the SelectHealth schedule(s) or formula(e).

3.4 Utilization Management and Quality Improvement. Managed Care Plans will perform utilization management and quality improvement activities related to Covered Services provided to their Members according to the applicable Health Benefit Program. Such activities will include reviews of the following: quality of care provided, availability and accessibility of care, efficiency with which care is provided, and Provider's cooperation with Managed Care Plans. Managed Care Plans will establish reasonable mechanisms

for the prompt verification of Member enrollment and eligibility, preauthorization / precertification of specified services, and case management functions, all as set forth in the applicable Health Benefit Programs. Managed Care Plans will issue identification cards to Members to assist Provider in identifying them as Members. Utilization management determinations will affect the amounts Provider is paid for Covered Services rendered to Members. Both utilization management and quality improvement data will be taken into account in determining Provider's continued participation with SelectHealth. SelectHealth will give Provider information containing the utilization management and quality improvement standards of Managed Care Plans, and will, from time to time, give Provider information reflecting Provider's compliance with Select Health's utilization management and quality improvement criteria. SelectHealth may use and share utilization and quality data which identifies Provider for all lawful purposes, including for health care operations, utilization management, and population health management.

3.5 Other Administrative Functions. Managed Care Plans will be responsible to administer their Health Benefit Programs, including general administration, marketing, and patient education activities related to managed care requirements. Managed Care Plans are responsible to obtain appropriate consents to release patient care information to support their payment of claims and utilization management and quality improvement activities. SelectHealth will be responsible to administer provider contracting and provider relations functions for its network(s).

3.6 Encouraging the Use of Participating Providers. Managed Care Plans will encourage the use of Participating Providers through educational materials and through financial incentives to Members.

3.7 Plan Licenses. SelectHealth and Affiliated Managed Care Plans will be responsible to maintain all licenses and certificates necessary to permit them to operate lawfully within their Service Areas.

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

3.9 Indemnity. To the extent permitted by Nevada law, each party agree to indemnify, defend and hold harmless the other party from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of the Agreement which may result from acts, omissions, or breach of the Agreement by the party, its employees, contractors or agents. However, Provider explicitly retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by Provider under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable, and only to the extent expressly authorized by Nevada law.

Part 4. Term and Termination.

4.1 Initial Term and Automatic Renewal. Unless otherwise terminated as provided in this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall remain in effective until April 30, 2027 ("Initial Term"). Thereafter, the term of this Agreement may renew for Three (3) successive one (1) year increments (each a "Renewal Term" and collectively the "Term") beginning on May 1st of each year ("Renewal Date") upon mutual written consent. For each additional Affiliated Managed Care Plan that contracts with SelectHealth subsequent to the effective date of this Agreement, this Agreement shall be effective as to such a Plan on the date specified in the agreement between that Plan and SelectHealth.

4.2 Termination Upon Notice. This Agreement may be terminated upon written notice to Provider for any one of the following reasons: (i) any action is initiated or occurs which requires Provider to give notice under Section 2.17 of this Agreement, and which SelectHealth reasonably determines could materially impair the ability of Provider to fulfill Provider's obligations under this agreement, or (ii) Provider is currently addicted to or abusing alcohol or drugs.

4.3 Termination for Bankruptcy or Insolvency. This Agreement may be terminated upon written notice if either party becomes insolvent or makes a general assignment for the benefit of creditors, becomes subject to a proceeding under federal or state bankruptcy laws for reasons of insolvency or for the protection of creditors, or has a receiver appointed for the party's business.

4.4 Termination for Material Breach. In the event that either party commits a material breach of this Agreement, then the other party may give thirty (30) days written notice to the breaching party to cure the breach, failing which cure, the Agreement will be terminated at the end of the thirty (30) day period.

4.5 Termination Without Cause. Either Provider or SelectHealth may terminate this Agreement, without cause, upon ninety (90) days prior written notice to the other party. Affiliated Managed Care Plans may terminate Provider's participation with the Members enrolled through such Plans, with or without cause, upon at least ninety (90) days written notice. A Managed Care Plan may impose restrictions on its Members' access to Provider during such a notice period if it determines that such restrictions are reasonably necessary to protect the Members' health or safety.

4.6 Termination for Other Reasons. This Agreement may be terminated by SelectHealth upon written notice to Provider if (i) Provider has made or makes any untrue statements of fact in any claim for payment, or has made or makes any untrue statements of material fact in any statement made to a Managed Care Plan, (ii) Provider has made or makes any intentional misrepresentation of fact, whether material or not, in any claim for payment, or in any statement made to a Managed Care Plan, (iii) Provider fails to comply with any applicable State and/or Federal laws related to the delivery of health care services, or (iv) Provider engages in inappropriate billing practices, including but not limited to unbundling and up-coding, as those practices are defined under state or federal law.

4.7 Requirements Upon Termination. Upon written notification of termination, SelectHealth will notify, prior to the effective date of the termination, the SelectHealth Members who have received care in Provider's practice that Provider will no longer be a Participating Provider with SelectHealth. Provider understands that SelectHealth will assist the Member in making arrangements for future medical care. In the event of termination, Provider will continue to render, and Managed Care Plans will continue to make payments for, as provided in this Agreement, Covered Services to Members already admitted to a hospital until either alternative arrangements can be made or until the Member is properly discharged and customary post discharge care has either been completed (if such care is normally part of the follow-up hospital care rendered by Provider or is included in the payment already received by Provider) or arranged for. Provider and Managed Care Plans will cooperate in making arrangements for subsequent care of Members. See also section 2.21 for other continuation requirements upon termination. After termination, the parties will each remain responsible for any liabilities or obligations arising from conduct occurring prior to termination. After termination, Provider agrees to notify any Members who seek Provider's services that Provider is no longer a Participating Provider with SelectHealth and other Affiliated Managed Care Plans under this Agreement, and Provider agrees to make the medical records of Members available to any successor providers of care.

4.8 Termination of Provider from Participation with an Affiliated Managed Care Plan. Affiliated Managed Care Plans may terminate any individual Provider who has contracted through SelectHealth from participating as a contracted provider for their particular Members for any of the reasons provided in Part 4. Such terminations will not automatically terminate the Provider from participation with other Managed Care Plans. However, termination by SelectHealth will terminate the Provider from participating under this Agreement with all Affiliated Managed Care Plans.

4.9 Providers Practicing in Groups. In the event that Provider employs or otherwise engages providers or practitioners, the requirements of this Agreement, including but not limited to the termination provisions, will apply to each provider or practitioner individually. Furthermore, if provider is a member of or practices with a group of other providers who also contract with SelectHealth, the requirements of this Agreement, including but not limited to the termination provisions, will apply to each provider individually, and will not apply to the group as a whole.

Part 5. General Provisions.

5.1 Amendment.

(A) SelectHealth shall notify Provider in writing of the Affiliated Managed Care Plans that have contracted with SelectHealth to utilize the services of Participating Providers as set forth in this Agreement, and such additional plans will become Affiliated Managed Care Plans under this Agreement as of the time

of their contracting with SelectHealth. Managed Care Plans also may provide Provider with the requirements and changes to the requirements of their Health Benefit Programs, including their Utilization Management and Quality Improvement programs and other administrative materials. SelectHealth and Affiliated Managed Care Plans also may implement new benefit plan variations under different names upon approval by Provider, and provided only that the method of paying Provider does not materially change from a method previously incorporated into this Agreement.

(B) In addition and for other matters, SelectHealth may not modify this Agreement without obtaining Provider's written concurrence by giving Provider not less than sixty (60) days advance written notice of the change, during which time Provider can notify SelectHealth in writing that Provider objects to the modification. Such amendments are limited to changes in payment amounts and methodology. If Provider objects, in writing to the change within the sixty (60) day period, the modification must not become effective unless agreed by both parties as described in Section 5.1(D) herein. If Provider objects to any such amendment, then SelectHealth may terminate Provider's participation under this Agreement by giving Provider thirty (30) days written notice.

(C) Any change in this Agreement required by a change in applicable law will be considered to be made automatically, but only to the minimum extent required by such law. Any dispute over the effect of a change of law will be handled as provided in section 5.8.

(D) This Agreement also may be amended by means of a written document signed and approved by Provider and SelectHealth.

5.2 Assignment and Subcontracting. Parties may not assign, subcontract, or delegate their rights, duties, or obligations under this Agreement without the prior written consent of the other Party. This section does not prevent SelectHealth from contracting with Affiliated Managed Care Plans to utilize SelectHealth's network of Participating Providers. In the event a Parties' entity has been succeeded, Party shall promptly notify the other Party in writing.

5.3 Entire Agreement and Severability. This Agreement, together with any appendices and exhibits that are incorporated into this Agreement, and together with any amendments properly made to this Agreement, constitute the entire agreement of the parties, and supersedes all prior understandings and agreements of the parties relating to the subject matter of this Agreement. The provisions of this Agreement are independent and separate from each other. If one provision is determined to be invalid or unenforceable, it will not render any other provision invalid or unenforceable unless the effect of the determination would be to materially change the responsibilities of the parties under this Agreement.

5.4 Governing Law. This Agreement will be governed by the laws of the State of Nevada, County of Clark.

5.5 Incorporation by Reference. The appendices and/or exhibits that are initially incorporated into this Agreement by reference are listed on the signature page. This Agreement is not complete or effective without the attachment of a signature page and the appendices / exhibits referred to on the signature page. Any state or federal laws and regulations that govern the relationship created by this Agreement are also incorporated by reference.

5.6 Information Exchange. The parties agree to cooperate in exchanging information necessary to facilitate the implementation of this Agreement, including but not limited to providing information necessary to comply with legal and accreditation requirements (e.g., NCQA/HEDIS - Health Employer Data Information Set; programs sponsored by state or federal government). The parties further agree to exchange and share information which is or may be essential to the defense by either party of any claim in litigation, provided that such information is not readily available from another source and provided further that such exchange does not violate any applicable rule or law relating to confidentiality or privilege.

5.7 Notices. SelectHealth will provide any required written notice to Provider at the address listed on the signature page or to such other address as Provider may specify to SelectHealth. Notwithstanding the foregoing, notice for amendments to payment amounts or methodologies (pursuant to Section 5.1(B) above) that result in an increase in payment to Provider may be given by SelectHealth to Provider at the email

address on file with SelectHealth. Provider may provide notice to SelectHealth at the address listed on the signature page.

5.8 Problem Solving and Arbitration. For any dispute arising under this Agreement, the parties agree to try to work out a solution informally, and if mutually agreed upon by the parties, through the use of mediation. If the problem is not settled informally, the dispute will then be submitted to the internal grievance and appeal process of the Managed Care Plan. If any dispute exists following the exhaustion of that process, the parties will submit the dispute to binding arbitration according to the Nevada Uniform Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Each party will bear its own costs and expenses in connection with any such dispute, and the parties will bear equally the expenses of the arbitration process and the arbiters. This section applies only to SelectHealth and does not apply to Affiliated Managed Care Plans except to the extent that similar procedures are contained in the Health Benefit Programs of such Affiliated Managed Care Plans.

5.9 Provider Incentives. To the extent that any payment arrangement with a Managed Care Plan includes any incentive payment possibility, the parties agree that such incentive is not made as an inducement for Provider to reduce or limit medically necessary services to individual Members or to limit medically necessary referrals of individual Members. SelectHealth shall not be required to make any payment as an incentive or otherwise if such payment is, or in the opinion of legal counsel would be, a violation of any law or regulation (e.g., fraud and abuse laws).

5.10 Reasonable Care and Good Faith. The parties will use reasonable care and due diligence in performing this Agreement. The parties agree to act in good faith provided, however, that it will not be considered to be a lack of good faith for either party to exercise its right to terminate this Agreement either with or without cause.

5.11 Responsibility. Each party is responsible for its own acts and omissions and not for the acts and omissions of the other.

5.12 Third Party Rights. Except for the limitations on balance billing and the requirements for rendering care and keeping records following termination, and except for the rights of Affiliated Managed Care Plans under contract with SelectHealth to utilize the services of Participating Providers as set forth in this Agreement, nothing in this Agreement creates any rights in any third parties.

5.13 Waiver. Waiver of any part of this Agreement at any time shall not result in the waiver of that or any other part of the Agreement at any other time.

Part 6. Information Access and Confidentiality.

6.1 Confidential Information Defined. "Confidential Information" includes patient information, employee information, financial information, other information relating to Managed Care Plans, and information proprietary to other companies or persons under contract with Managed Care Plans. Provider may learn of or have access to Confidential Information through Managed Care Plans' computer systems, which may include but are not limited to the clinical and financial information systems, the longitudinal patient record, the actuarial and claims systems, or through provider's professional care to Managed Care Plans' Members. Confidential Information may include, but is not limited to, information relating to:

A. patients/Members (e.g., medical records, conversations, admittance information, patient financial information, etc.);

B. employees (e.g., salaries, employment records, disciplinary actions, etc.);

C. Managed Care Plans' information (e.g., financial and statistical records, utilization management plans and procedures, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.);

D. Third party information (such as Managed Care Plan utilization management or quality improvement programs, computer programs, client and vendor proprietary information, source code, proprietary technology, etc.; and

E. Physicians and other Participating Providers (such as confidential provider profiles, peer review results and reports, etc.).

Confidential Information is valuable and sensitive and is protected by law and by strict corporate policies. The intent of those laws and policies is to assure that Confidential Information will remain confidential - that is, that it will be used only as necessary to accomplish each Managed Care Plan's mission.

6.2 Protection of Confidential Information. As both Parties have access to Confidential Information, they agree to conduct themselves in strict conformance to applicable laws including but not limited to laws safeguarding and retaining the confidentiality of Confidential Information. Parties are required to read and to abide by these requirements and to require all staff or employees who work with Parties and who may have access to Confidential Information to also read and abide by these requirements. The violation of any of these requirements will subject Parties to discipline, which might include, but is not limited to, loss of participation with Managed Care Plans, loss of privileges to access Confidential Information, loss of privileges at an In-network Facility, and to possible legal liability.

A. Parties agree to use Confidential Information only as needed to perform legitimate duties pertaining to this Agreement. This means, among other things, that:

(1) Parties will not access Confidential Information for which Party has no legitimate need to know; and

(2) Parties will not in any way divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of professional activities as a health care provider to Members of Managed Care Plans; and

(3) Parties will not misuse Confidential Information or carelessly care for Confidential Information.

B. Parties also agree that the principles of confidentiality set forth in this section 6.2 will apply to all patients, patient care activities, and data access regardless of whether a particular patient is a Member of a Managed Care Plan.

C. Parties agree to safeguard and not disclose access codes or any other authorization which Party may have to access Confidential Information. Parties agree to accept responsibility for all activities undertaken using their access code and other authorization.

D. Parties agree to report to the Office of the Medical Director of SelectHealth any suspicion or knowledge that access code, authorization, or any Confidential Information has been misused or disclosed without proper authorization. Parties agree to report activities by any individual or entity that Party suspects may compromise the confidentiality of Confidential Information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the identity of the individual reporting the activities.

E. Parties understand that their obligations under this Agreement will continue after termination of Parties' participation with Managed Care Plans. Parties understand that their privileges to have access to Confidential Information are subject to periodic review, revision, and, if appropriate, renewal

F. Parties understand that they have no right or ownership interest in any Confidential Information referred to in this Agreement that originated with any Managed Care Plan. Managed Care Plans may at any time and within reason revoke Provider's access code, other authorization, or access to Confidential Information maintained in Managed Care Plan files and records. A Managed Care Plan may at any time, and within reason revoke Provider's access to Confidential Information that originated with that Managed Care Plan.

G. Parties agree that they will be responsible for any misuse or wrongful disclosure of Confidential Information by each Party or/and their staff, and for Parties failure to safeguard my access code or other authorization to access Confidential Information. Provider understands that Provider's failure to comply with this Agreement may also result in Provider's loss of privileges to access Confidential Information, loss of privileges at an In-network Facility, loss of participation with Managed Care Plans, and to possible legal liability.

H. SelectHealth acknowledges Provider is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Provider receives a demand for the disclosure of any information related to the Agreement which SelectHealth shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. SelectHealth shall indemnify, defend and hold harmless Provider from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of SelectHealth's documents in Provider's custody and control in which SelectHealth claims to be confidential and proprietary.

End.

EXHIBIT 1

SelectHealth

Utilization Management and Quality Improvement Requirements

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

SelectHealth Med Network Appendix

Attachment A

Maximum Allowable Fee Schedule

Nevada Professional Services

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

Select Health Med Network Appendix

Attachment A-1

Category Descriptions

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

Select Health Value Network Appendix

Attachment B

Maximum Allowable Fee Schedule

Nevada Professional Services

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

Select Health Value Network Appendix

Attachment B-1

Category Descriptions

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

Medicaid/CHIP Addendum

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of appr25oval 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: 42155712D85C748E...	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:	**Amendment Two to the Facility Agreement with Airgas USA, 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 Amendment Two to the Facility Agreement with Airgas USA LLC, for medical gas cylinders, bulk oxygen, and associated delivery services; authorize the Chief Executive Officer to execute future amendments and extensions; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000718100 Funded Pgm/Grant: N/A
Description: Amendment Two to the Facility Agreement for medical gas cylinders, bulk oxygen, and associated delivery services
Bid/RFP/CBE: NRS 450.525 and NRS 450.530
Term: Two Years
Amount: Not-to-Exceed: $425,000 annually or $850,000 in aggregate
Out Clause: Budget / Fiscal Fund Out

BACKGROUND:

In June of 2023, UMC entered into a Facility Agreement with Airgas USA, LLC to deliver medical gas cylinders and bulk oxygen to the Hospital. The original Term of the Facility Agreement was set to expire in 2025. However, Amendment One was completed to allow the Term to continue through May 31, 2026.

This Amendment Two extends this group purchasing organization (GPO) vendor's service by two additional years at set pricing, protecting UMC from potential spikes and enabling more accurate cost planning. Staff also requests authorization for UMC's Chief Executive Officer to execute any future amendments within the not-to-exceed amounts stated above, should UMC staff deem such beneficial to UMC.

This Amendment Two is pursuant to UMC's HealthTrust Purchasing Group (HPG) contract. HPG is a GPO of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530. A signed sourcing letter from HPG has been included, stating that the pricing was obtained through a competitive bid process.

Airgas USA, LLC is a Nevada-registered company and currently holds a Clark County business license.

Cleared for Agenda
July 29, 2026

Agenda Item #
8

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

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

AMENDMENT TWO TO FACILITY AGREEMENT

THIS AMENDMENT TWO ("Amendment Two") is entered into as of the date last signed by the parties below ("Amendment Effective Date") by and between Airgas USA, LLC, with offices at 3737 Worsham Avenue, Long Beach, CA 90808 (hereinafter referred to as "Vendor") and University Medical Center of Southern Nevada, a public owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with offices at 1800 W. Charleston Blvd., Las Vegas, NV 89102 (hereinafter referred to as "Customer"). Vendor and Customer are collectively referred to herein as "Parties".

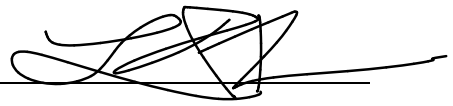
WHEREAS, the parties have previously executed the Facility Agreement ("Agreement") effective June 1, 2023; and

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

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

1. **Attachment D:** The Parties agree to add Attachment D Estimated Fee Schedule to the Agreement, which shall go into effect on the Amendment Two Effective Date.
2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any terms of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment Two shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed the Amendment Two to be effective as of the Amendment Two Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**AIRGAS USA, LLC**
Signature:	Signature: 
Name:	Name: Lance R Thorgerson
Title: Date:	Title: VP Healthcare West Region Date: 7/9/2026

ATTACHMENT D

Estimated Fee Schedule

June 1, 2026 - May 31, 2028

Estimated Fee Schedule	
Rent	[redacted]
Cylinders	
TGM	
Hardgoods	
Total Cost:	**$658,665.00**

July 8th, 2026

Fred Parandi
Contracts Specialist – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Medical Gas Cylinders and Bulk Oxygen.

Dear Mr. Parandi:

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

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

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

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

The above-described process was followed with respect to the Medical Gas Cylinders and Bulk Oxygen category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Medical Gas Cylinders and Bulk Oxygen were Air Product, EspriGas, Matheson, Linde Gas & Equipment Inc, and Airgas USA LLC. Contracts were executed in February 2026 with Linde Gas & Equipment Inc and Airgas USA LLC.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Michelle Sanchez
Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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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.

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- **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:	Airgas USA, LLC	
(Include d.b.a., if applicable)		
Street Address:	3737 Worsham Ave	**Website:** www.airgas.com
City, State and Zip Code:	Long Beach, CA 90808	**POC Name:** **Email:** Xavier Nunez - xavier.nunez@airgas.com
Telephone No:	702-250-6452	**Fax No:**
Nevada Local Street Address: **(If different from above)**	3560 Losee Rd	**Website:**
City, State and Zip Code:	N Las Vegas, NV, 89030	**Local Fax No:**
Local Telephone No:	702-250-6452	**Local POC Name:** **Email:** Xavier Nunez - xavier.nunez@airgas.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)
Lance Thorgerson	Vice President of Healthcare	

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

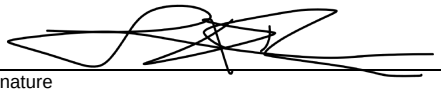
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ 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

Lance Thorgerson
Print Name

Vice President of Healthcare
Title

7/8/2026
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

* 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 3 to RFP No. 2020-16 Service Agreement with Mainsail Parent, LLC d/b/a Aspirion**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 3 to RFP No. 2020-16 Service Agreement with Mainsail Parent, LLC d/b/a Aspirion for Workers' Compensation Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Workers' Compensation Services
Bid/RFP/CBE: RFP 2020-16
Term: Amendment 3 – extend for one (1) year from 8/20/2026 to 8/19/2027
Amount: Amendment 3 – additional NTE $750,000
Out Clause: 30 days w/o cause

BACKGROUND:

On November 18, 2020, the Governing Board awarded RFP No. 2020-16 Service Agreement for Workers' Compensation Services ("Agreement") to Firm Revenue Cycle Management Services, LLC (now called Aspirion) ("Company") to assist UMC remotely with its workers' compensation accounts through billing, follow-up, and collection activities. The Initial Term was from November 19, 2020 through November 18, 2023 with two, 1-year extension options at a NTE cost of $1,500,000.

Amendment 1, effective October 25, 2023, exercised the first of two options, extending the Term through November 18, 2024 and increased the funding by an additional NTE amount of $1,500,000 as Company increased its collection efforts. Extension Letter, effective July 25, 2024, exercised the second of two options, extending the Term through November 18, 2025 and added a NTE funding amount of $1,500,000. Amendment 2, effective November 19, 2025, extended the Term for nine (9) months through August 19, 2026 and increased the funding by an additional NTE amount of $1,125,000.

This Amendment 3 requests to:

(i) Extend the Agreement Term for one (1) year through August 19, 2027 for Company to continue to work on UMC's existing placed accounts through August 19, 2026 (the "run-out phase / Work in

Cleared for Agenda
July 29, 2026

Agenda Item #
9

Process"). Both parties will fulfill all their responsibilities in connection with the run-out phase. UMC will be allowed to recall any account it deems necessary according to a mutually agreed upon process.

(ii) Increase the funding by an additional NTE amount of $750,000.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their July 22, 2026 meeting and recommended for approval by the Governing Board.

AMENDMENT 3 TO RFP NO. 2020-16 SERVICE AGREEMENT FOR WORKERS' COMPENSATION SERVICES

This Amendment 3 ("**Amendment 3**") is made and entered into as of this 20th day of August, 2026, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**HOSPITAL**") and MAINSAIL PARENT, LLC DBA ASPIRION, a Delaware limited liability company, on behalf of itself and its affiliates and subsidiaries, and as successor in interest to FIRM REVENUE CYCLE MANAGEMENT, LLC (hereinafter referred to as "**COMPANY**").

RECITALS:

WHEREAS, the parties entered into RFP No. 2020-16 Service Agreement for Workers' Compensation Services effective November 19, 2020 (hereinafter referred to as "**Agreement**");

WHEREAS, on May 18, 2023, Aspirion acquired Firm Revenue Cycle Management, LLC, and the latter is now a wholly owned subsidiary of Aspirion;

WHEREAS, on October 25, 2023, the parties entered into Amendment 1 which amended the Agreement's Compensation and exercised the first of two options thereby extending the Term through November 18, 2024;

WHEREAS, on July 25, 2024, HOSPITAL issued an Extension Letter which amended the Agreement's Compensation and exercised the second of two options thereby extending the Term through November 18, 2025;

WHEREAS, on November 19, 2025, the parties entered into Amendment 2 which amended the Agreement's Compensation and extended the Term through August 19, 2026; and

WHEREAS, the parties desire to extend the Term and increase the funding of the Agreement with this Amendment 3 in the manner described herein.

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

1. Section I, Term of Agreement, is hereby amended to reflect a new Term ending date of August 19, 2027. During the one (1) year extension, effective August 20, 2026, no new account placements will be given to COMPANY. COMPANY will continue to work on HOSPITAL's existing placed accounts (the "Work in Process"), without interruption, for the Term of the Agreement. COMPANY will receive from HOSPITAL its fees with respect to any claims collections received relating to the Work in Process; and HOSPITAL will continue to fulfill all of its responsibilities in connection with the Work in Process. HOSPITAL will be allowed to recall any account it deems necessary according to a mutually agreed upon process between COMPANY and HOSPITAL.

2. The Agreement's not-to-exceed budget is hereby amended to add an additional not to exceed amount of $750,000 during the one (1) year extension. All references in the Agreement to the budget allowance are amended to include this amount.

3. This Amendment 3 may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment 3 electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as expressly amended in this Amendment 3, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment 3.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the date first set forth above.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
MAINSAIL PARENT, LLC DBA ASPIRION

By: DocuSigned by: _____
C7E1C67DAC49496...
Matthew Willaert
Chief Legal Officer

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): N/A

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Mainsail Parent, LLC	
(Include d.b.a., if applicable)	d/b/a Aspirion	
Street Address:	1506 6th Ave., Ste 3	**Website:** https://www.aspirion.com/
City, State and Zip Code:	Columbus, GA 31901	**POC Name:** Warren Kloter **Email:** warren.kloter@aspirion.com
Telephone No:	866.621.3601	**Fax No:** 706.653.5681
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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

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

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

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

DocuSigned by:
Signature: 7E1C57DAC49496...

Matthew Willaert
Print Name

Chief Legal Officer
Title

6/2/2026
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Six to Master Professional Services Agreement with Medicus Healthcare Solutions, 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 Amendment Six to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000714200 Funded Pgm/Grant: N/A
Description: Locum Tenens and Advanced Practitioners Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 6 – extend for one (1) year from 1/1/2027 to 12/31/2027
Amount: Amendment 6 – additional $5,000,000
Out Clause: 60 days w/o cause

BACKGROUND:

On November 16, 2022, the Governing Board approved the Master Professional Services Agreement ("Agreement") with Medicus Healthcare Solutions, LLC ("Medicus") to provide a full range of trauma and/or surgical anesthesiology locum tenens and advanced practitioners staffing services including, but not limited to, UMC's Departments of Anesthesiology, Trauma, Emergency Room, Radiology, Cardiac Catheterization Lab, Burn Unit and/or Surgery. The Agreement was subsequently amended with the most recent being Amendment Five, effective January 1, 2026, which extended the Agreement and Radiology SOW's Term through December 31, 2026, and added funding of $5,000,000.

This Amendment Six requests to extend the Term for one (1) additional year through December 31, 2027, and increases the funding by adding $5,000,000, to anticipate continued services provided by Medicus.

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

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

Cleared for Agenda
July 29, 2026

Agenda Item #
10

Amendment Six to Master Professional Services Agreement

This Amendment Six ("Amendment Six") is made and entered into as of this 7th day of July 2026 (the "Amendment Effective Date") by and between **Medicus Healthcare Solutions, LLC**, a New Hampshire limited Liability company with a principal place of business at **22 Roulston Rd., Windham, NH 03087** ("Medicus") and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with a principal place of business at **1800 W. Charleston Blvd., Las Vegas, NV 89102** ("Client").

RECITALS:

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

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

1. In Section 2.1 Term of the Agreement, the end date of December 31, 2026 shall be replaced with December 31,2027.
2. The funding for this Agreement is hereby amended to add an additional not to exceed amount of $5,000,000 during the one (1) year extension.
3. All other provisions of the Agreement and not conflicting with this Amendment Six will remain in full force and effect.

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

Medicus Healthcare Solutions, LLC

Name: Heather Croke

Signature: DocuSigned by: Heather Croke C177F7996290455...

Date: 7/9/2026 | 1:34 PM EDT

Title: CPO

University Medical Center of Southern Nevada

Name: Mason Van Houweling

Signature: _____

Date: _____

Title: CEO

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

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

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

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

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

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

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

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

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

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

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

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

Signature — Print Name: Ryann Tranore

Director, Contracts — Title

9-23-2024 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Letter of Agreement with SDMI, 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 Letter of Agreement with SDMI, LLC for testing services; 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: July 29, 2026 – December 31, 2027
Amount: $650,000
Out Clause: 60 days w/o cause

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

BACKGROUND:

This Agreement is for SDMI, LLC (Steinberg Diagnostic Medical Imaging) to perform CT Coronary Calcium Scoring testing for UMC's Occupational Medicine clinic patients.

The following are the pertinent provisions of the Agreement:

- The term of the Agreement is from the date of award 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'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.

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

Cleared for Agenda
July 21, 2026

Agenda Item #
11

July 21, 2026

University Medical Center of Southern Nevada
Mason Van Houweling, Chief Executive Officer
1800 W. Charleston Blvd
Las Vegas, NV 89102

Sent Via Email:

Dear Mr. Van Houweling,

SDMI agrees to perform both the technical and professional components of procedures listed in Exhibit A and bill University Medical Center of Southern Nevada (UMC) directly.

It is understood that your patients must have a referral from Dr. Justin Yeung that identifies him/her as a participant of the **UMC Annual Physical Program**. Referrals and clinical history can be faxed to 702-732-6071 or electronically sent through the Physician Portal. Appointments can be made via the physician portal by the physician or authorized staff members. Appointments can also be made by calling the main line 702-732-6000.

SDMI will bill at our standard rate and UMC will submit payment of the agreed listed rate in Exhibit A. SDMI will send an invoice every month will all previous month's exams. It is agreed that UMC will reimburse SDMI within 30 days of being invoiced for the procedures or the discounted price will revert to our standard billed charges.

SDMI will send invoices to:
University Medical Center of Southern Nevada
Attn: Finance Dept – Accounts Payable
1800 W. Charleston Blvd.
Las Vegas, NV 89102

This agreement will expire on December 31, 2027, unless terminated by either party with a 60-day written notice of termination. **SDMI may terminate agreement without notice if any bill falls 90 days past due.** Please contact SDMI 60 days prior to the expiration date to extend agreement.

Any questions regarding this agreement should be directed to:
UMC, Leonel Esturban, Office Supervisor – (702) 383-3660
SDMI – Jerry Hartman, COO – (702) 240-1232

Please sign below acknowledging your understanding and acceptance of the above terms and conditions.

Respectfully,

Jerry E. Hartman, MPA
COO
SDMI, LLC

Mason Van Houweling, CEO Date
University Medical Center of Southern Nevada

Exhibit A

Exam	CPT	Contracted Price
Screening Mammogram 3-D Bilateral	**77067 & 77063**	**$225.00**

Performed at all locations, hours vary by location.

CT Coronary Calcium Scoring	**75571**	**$143.91**

This exam is only provided at the following SDMI locations, hours vary by location:

2850 Siena Heights
Henderson, NV 89052

8945 Lindell Rd.
Las Vegas, NV 89139

6925 N. Durango Dr.
Las Vegas, NV 89149

1650 W. Craig Rd., Ste #100
North Las Vegas, NV 89032

800 N. Gibson Rd., Ste #110
Henderson, NV 89011

31 N. Nellis Blvd
Las Vegas, NV 89110

10040 Alta Dr., Ste #170
Las Vegas, NV 89145

9070 W. Post Rd.
Las Vegas, NV 89148

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:	SDMI, LLC	
(Include d.b.a., if applicable)	Steinberg Diagnostic Medical Imaging	
Street Address:	7301 Peak Dr Ste 200	**Website: sdmi-lv.com**
City, State and Zip Code:	Las Vegas, NV 89128	**POC Name: Jerry Hartman** **Email: jhartman@sdmi-lv.com**
Telephone No:	702-240-1232	**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)
Intermountain Medical Holdings Nevada, Inc		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 — Jerry Hartman (Print Name)

Chief Operating Officer (Title) — 7/8/2026 (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:	**Third Amendment to Extend the Lease Agreement with Novat Hill, LLC and Lewkowicz/Elhiani Living Trust**	**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 Third Amendment to Extend the Lease Amendment with Novat Hill, LLC and Lewkowicz/Elhiani Living Trust; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 30007270/30007275
Funded Pgm/Grant: N/A
Description: Lease Extension
Bid/RFP/CBE: n/a
Term: January 1, 2027 - March 31, 2032, with the option to extend the Lease for two (2) additional five (5) years periods
Amount: $5,298,019.98; annual rent increase of three percent (3%); three (3) months' rent abatement

BACKGROUND:

Since October, 1998, UMC has had a lease agreement with Novat Hill, LLC and Lewkowicz/Elhiani Living Trust (successors in interest to Uptown, LLC and 5 Star Properties, LLC) to lease space for UMC's Peccole Ranch Quick Care and Primary Care located at 9320 West Sahara Avenue, Las Vegas, Nevada.

On July 7, 2009, the Governing Board approved the First Amendment to the Lease, updating the monthly rent payments and extending the lease term through December 31, 2019, with an option to renew for an additional 5-year term. The Second Amendment on July 2, 2015, further updated the monthly rent payments and extended the lease through December 31, 2026.

This request is for approval of a Third Amendment that will extend the term through March 31, 2032, reduce the per-sq. ft. rental rate from $2.90 to $2.85, beginning January 1, 2027, and allow a one-time tenant improvement allowance not to exceed $25,000. UMC will also receive a 3-month rent abatement in June, starting in years 3, 4, and 5.

UMC's Chief Operating Officer has reviewed the Third Amendment and recommends approval by the Board of Hospital Trustees.

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

Cleared for Agenda
July 29, 2026

Agenda Item #
12

THIRD AMENDMENT TO EXTEND THE LEASE AGREEMENT

This THIRD AMENDMENT TO EXTEND THE LEASE AGREEMENT (hereinafter "Third Amendment") dated March 26, 2026, is made 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 ("**Lessee**"), **Novat Hill, LLC** and the **Lewkowicz/Elhiani Living Trust** (as successors in interest to Uptown, LLC; collectively, "**Lessor**"), such parties to be referenced individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease for the property located at 9320 West Sahara Avenue Las Vegas NV 89117 dated September 1, 1998, which was subsequently amended on July 7, 2009, and July 2, 2015 (collectively, the "Lease Agreement"); and

WHEREAS, subject to the terms and conditions set forth herein, the Parties desire to further amend the existing Lease Agreement. All defined terms on the Lease shall have the same meaning herein unless otherwise defined.

AGREEMENT

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

1. **Extension of Existing Lease Agreement**. Provided that Lessee is not in default at the time of the commencement of the Initial Extension Term of the Lease (hereinafter "the Initial Extended Term"), the Lessee has requested and the Lessor has approved to extend the existing Lease Agreement for an additional sixty-three (63) months at the expiration of the current Lease Term, which is set to expire on December 31, 2026.

    a. **Initial Extended Term.** The initial extended term will be extended commencing January 1, 2027 and continue until March 31, 2032.

2. **Rentable Square Footage Rate**. Lessee has requested and Lessor has approved a reduction in the rentable square footage rate to be reduced from the current rate of $2.90 per sq. ft. to $2.85 per sq. ft. This reduction will be applied starting in the Initial Extended Term on January 1, 2027. The current rentable square footage rate will remain until the expiration of the current Lease term which expires on December 31, 2026.

3. **Rent Increases**. During the Initial Extended Term, the monthly rent will be increased by three-percent (3%) annually starting January 1, 2028 through the expiration of the Initial Extended Term of the Lease.

4. **Rent Payment Schedule**. During the Initial Extended Term of the Lease, the monthly rent payment shall be payable as outlined below:

Lease Term Period	Monthly Rent Payment
January 1, 2027 – December 31, 2027	$23,384.25
January 1, 2028 – December 31, 2028	$24,085.78
January 1, 2029 – December 31, 2029	$24,808.35
January 1, 2030 – December 31, 2030	$25,552.60
January 1, 2031 – December 31, 2031	$26,319.18
January 1, 2032 – March 31, 2032	$26,319.18

5. **Rent Abatement**. The monthly rent shall be abated for three (3) months during the initial extension term of the Lease as follows: In the month of June starting in year 3, 4 and 5.

6. **Tenant Improvement Allowance**. As a one-time courtesy, Lessor hereby agrees to provide a Tenant Improvement Allowance not to exceed a total of **$25,000.00** specifically for the replacement of the existing HVAC units that currently serve the Premises.

   To utilize this credit, Lessee must submit the final invoice to the Lessor, who will issue payment **directly to the HVAC vendor** up to the approved amount; any costs exceeding the $25,000.00 cap shall be the sole responsibility and cost of the Lessee.

   This contribution is a one-time accommodation, and no further funds or allowances will be provided for any future HVAC replacements during the remainder of the Lease term or any subsequent extensions. Lessee is responsible for maintenance and repairs to the units as per the Lease Agreement.

7. **Option(s) to Extend the Lease.** Provided that the Lessee is not in default at the time of exercising the option(s), Lessor hereby grants to Lessee the option to extend the Lease for two (2) additional five (5) years periods commencing on the expiration of the Initial Extension Term of the Lease which is set to expire on March 31, 2032.

   The First Option to Extend (hereinafter "First Option") will commence April 1, 2032 and expiring March 31, 2037. The Second Option to Extend (herein after "Second Option") will commence April 1, 2037 and expiring March 31, 2042, upon the same terms and conditions as set forth in the Lease Agreement unless otherwise modified herein.

8. **Rent Increase(s) and Rent Schedule(s) for Option(s)**. If said option(s) are exercised by Lessee, an annual rent increase of three percent (3%) shall be applied starting with the First Option period which commences on April 1, 2032. The Rent Schedule(s) for each option shall be as follows:

First Option to Extend the Lease

Lease Term Period	Monthly Rent Payment
April 1, 2032 – March 31, 2033	$27,108.75
April 1, 2033 – March 31, 2034	$27,922.02
April 1, 2034 – March 31, 2035	$28,759.68
April 1, 2035 – March 31, 2036	$29,622.47
April 1, 2036 – March 31, 2037	$30,511.14

Second Option to Extend the Lease

Lease Term Period	Monthly Rent Payment
April 1, 2037 – March 31, 2038	$31,426.48
April 1, 2038 – March 31, 2039	$32,369.27
April 1, 2039 – March 31, 2040	$33,340.56
April 1, 2040 – March 31, 2041	$34,340.56
April 1, 2041 – March 31, 2042	$35,370.78

9. **Written Notification of Intent to Exercise Option(s)**. Lessee will provide Landlord a six (6) month written notice of Lessee's intent to exercise the First and/or Second Option prior to each expiration date.

   Any future options or discussions of the Lease Agreement will be done directly with between the Lessee and Lessor with no third-party involvement, specifically any broker(s) or agent(s) as per Paragraph 23 of the Lease Agreement.

   Should the need arise to obtain the services of a third party, Lessor and Lessee agree that each will hire and be responsible for any fees associated with the services provided specifically to the Lessor or Lessee at their sole expense unless a signed written agreement between both parties is created to address the involvement of a third party and payment arrangements.

10. **Broker Commission**. Per Paragraph 23(I) of the Lease, no broker commissions are due. However, the Lessor, in an effort to satisfy the request of the tenant to transact this Extension of Lease with their chosen broker in good faith and to progress the processing of the Extension of Lease, Lessor has agreed to make a one-time exception to Paragraph 23(I) for this transaction only. The Lessor has approved a one-time commission payment of **2%** for the initial extension term period only. No further commissions will be paid for any future options to the Lease, including the First and Second option referenced in this Third Amendment to Lease, in accordance to Paragraph 23(I) of the Lease.

11. **Miscellaneous**.

    a. The terms of this Third Amendment have been negotiated at arm's length among sophisticated Parties, each of whom has consulted with their own counsel. As a result, the rule of "interpretation against the draftsman" shall not apply in any dispute over interpretation of the terms of this Amendment.

    b. The recitals set forth above are true and accurate, agreed to and incorporated into this Third Amendment.

    c. Time is of the essence with respect to all obligations set forth in the Lease and in this Third Amendment.

    d. This Third Amendment represents the entire agreement between the Parties with respect to the subject matter hereof.

e. Except as set forth herein, the Lease, as originally written, shall remain unchanged and in full force an effect.

f. Each person executing this Third Amendment on behalf of a Party represents and warrants that is has full power, authority, and legal right to execute and deliver this Third Amendment of behalf of such Party and this Third Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors, and assigns, enforceable against such Party or Parties in accordance with its terms.

g. To facilitate execution of this Third Amendment, this Third Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Third Amendment delivered electronically by facsimile or email shall have the effect of an original, executed instrument. All counterparts of this Third Amendment shall collectively constitute a single instrument; but, in making proof of this Third Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature(s) of all person(s) required to bind any such Party appear on each counterpart of this Third Amendment.

h. The Parties confirm that they have reviewed and approve the contents of this Third Amendment by affixing their signatures in the signature page of this document.

(Signatures on next page)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to Lease Agreement to be executed and made effective as of the last date of signature set forth below.

LESSOR:

Lewkowicz/Elhiani Living Trust

_____
Simon Shimon Elhiani
Trustee

_____
Date

Novat Hill, LLC

_____
Simon Shimon Elhiani
Manager

_____
Date

LESSEE:

University Medical Center of Southern Nevada

_____
Mason Van Houweling
Chief Executive Officer

_____
Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Novat Hill, LLC	
(Include d.b.a., if applicable)	Same as above	
Street Address:	9340 W. Pico Blvd. Suite 2-2nd Floor	**Website: Not Applicable**
City, State and Zip Code:	Los Angeles, CA 90035	**POC Name: Simon Elhiani or Sonia Rivas (Executive Asst.)** **Email: Lewelproperties@aol.com**
Telephone No:	(310) 288-0661	**Fax No: (310) 288-1774**
Nevada Local Street Address: **(If different from above)**	*Not Applicable*	**Website: *Not Applicable***
City, State and Zip Code:	*Not Applicable*	**Local Fax No: *Not Applicable***
Local Telephone No:	*Not Applicable*	**Local POC Name: *Not Applicable*** **Email: *Not Applicable.***

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)
Simon Elhiani	Managing Member	50%
Rita Lewkowicz	Managing Member	50%

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.

Simon Elhiani

Signature

Simon Elhiani

Print Name

Managing Member

Title

6/24/2026

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	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Commitment Agreements with Cardinal Health 108, LLC and Cardinal Health 110 & 112, 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 Commitment Agreements for specialty and non-specialty pharmaceutical distribution services with Cardinal Health 108, LLC and Cardinal Health 110 & 112, LLC; authorize the Chief Executive Officer to execute the extension options and future amendments within the not-to-exceed amount of the Agreements; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: Specialty and Non-Specialty Pharmaceutical Distribution Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: 9/1/2026 to 8/31/2031
Amount: NTE $60 million per year (combined total for both contracts)
Out Clause: With 60 days prior written notice, UMC has the right to terminate the Agreement(s) without cause after the later of: (i) 48 months after the Effective Date; or (ii) 6 months prior to the Expiration Date (as defined in Exhibit B of the HealthTrust Agreement)

BACKGROUND:

Since September 2021, UMC has had an agreement with Cardinal Health 108, LLC and Cardinal Health 110 & 112, LLC (collectively called "Cardinal Health") to provide Specialty and Non-Specialty pharmaceutical distribution services, respectively, to UMC's affiliated pharmacies (the "Services").

This request is to approve the two (2) new Commitment Agreements ("Agreements") with Cardinal Health to continue to provide the Services. These Agreements are required under HPG in order for UMC to obtain competitive contract pricing and maintain adequate allocation of pharmaceutical products for its patients.

The Agreements will commence on September 1, 2026, and continue through August 31, 2029. The combined annual spend for the Services is NTE $60,000,000. Staff also requests authorization for the Hospital CEO to

Cleared for Agenda
July 29, 2026

Agenda Item #
13

exercise any extension option and execute any future amendments within the not-to-exceed amount of these Agreements, if deemed beneficial to UMC.

These Agreements are being entered into pursuant to HPG contract nos. 24561 & 5956. HealthTrust Purchasing Group ("HPG") is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the Sourcing Letter verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Pharmacy Services has reviewed and recommends approval of these Agreements, which have been approved as to form by UMC's Office of General Counsel.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their July 21, 2026 meeting and recommended for approval by the Board of Hospital Trustees.

COMMITMENT AGREEMENT
Specialty Pharmaceuticals Distribution Services
HealthTrust Purchasing Group Members

Distributor: Cardinal Health 108, LLC ("Distributor")
HealthTrust Purchaser: University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Purchaser")

This Commitment Agreement ("**Commitment Agreement**") is being entered into by **Purchaser**, for itself and on behalf of any Affiliate of Purchaser that owns or controls a healthcare facility which is listed in Attachment A attached hereto ("**Facility**" or "**Facilities**"). Purchaser represents and warrants to Distributor that it is empowered and authorized to enter into this Commitment Agreement on behalf of itself and each Facility, and further covenants that it has or will obtain all necessary authorizations to act under this Commitment Agreement on behalf of the Facilities. Purchaser acknowledges and agrees that Distributor is relying on the representations, warranties and covenants contained herein to enter into this Commitment Agreement and perform its obligations hereunder.

1. **Purchase Commitment**. Purchaser hereby appoints Distributor as the prime distributor for Products for itself and each Facility, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement (HPG-24561) between HealthTrust Purchasing Group, L.P. ("**HealthTrust**") and Distributor, dated December 17, 2025, as amended ("**HealthTrust Agreement**"), and the terms in this Commitment Agreement. Purchaser and each Facility will purchase from Distributor at least ninety percent (90.00%) of its requirements for Products available from Distributor, excluding direct purchases only available from manufacturers. Purchaser will cause each Facility to satisfy each obligation imposed on a Facility hereunder and to refrain from taking any action in contravention of such obligations. Each Facility will be obligated for its own purchases, and no Facility will be obligated for purchases of another Facility. To the extent required by Distributor's credit underwriting policies, Purchaser, and each Facility agree to enter into a guaranty agreement with Distributor. Capitalized terms used herein that are not defined will have the meaning ascribed to them in the HealthTrust Agreement. Additional facilities may be added to Attachment A from time to time subject to Distributor's advance written approval, which will not be unreasonably withheld. The addition of any 340B contract pharmacy will be subject to terms, conditions and fees set forth in Attachment D attached hereto.

2. **Commencement Date**. Distributor will commence distribution services on the first day of the first month following full execution of this Commitment Agreement ("**Effective Date**"). This Commitment Agreement will have an initial term continuing to August 31, 2031 unless terminated as provided herein below:

2.1. If Purchaser's membership in HealthTrust terminates or expires, then this Commitment Agreement will terminate as of the termination or expiration of its membership in HealthTrust. In such event, Purchaser will enter into an agreement directly with Distributor with a term extending through at least the expiration date of this Commitment Agreement.

2.2. If any Facility terminates its membership in HealthTrust, then this Commitment Agreement will terminate with respect to such Facility as of the termination of its membership in HealthTrust. In such event, such Facility will enter into an agreement directly with Distributor with a term extending through at least the expiration date of this Commitment Agreement.

2.3. If Purchaser divests a Facility or Facilities, Purchaser will give Distributor at least thirty (30) days written notice of such and as of the date such Facility is divested, such Facility will be removed from this Commitment Agreement. Thereafter, such Facility may contract with Distributor, or another HealthTrust contracted distributor of the Facility's choosing, provided however, if the Purchaser who acquired such Facility is utilizing Distributor as its prime distributor, such Facility will contract under the acquiring purchaser's commitment agreement with Distributor.

2.4. If this Commitment Agreement is executed by Purchaser on behalf of a particular Facility that has a commitment agreement under the HealthTrust Agreement with Distributor, as of the Effective Date, the terms of this Commitment Agreement will take priority over the terms of any such Facility commitment agreement.

2.5. Subject to the terms of the HealthTrust Agreement, Purchaser and Distributor hereby agree that any prior Commitment Agreement between Purchaser and Distributor is hereby terminated.

3. **GPO Designation**. Purchaser, for itself and on behalf of each Facility: (a) designates HealthTrust Purchasing Group as its, and their, sole group purchasing organization; (b) agrees to be bound by the terms of the HealthTrust Agreement provided that no such terms will apply to Purchaser if in conflict with Purchaser's obligations under applicable state law; and (c) acknowledges that the pricing and other terms set forth herein are contingent on the foregoing designation and agreement.

4. **Chargeback Rebill**. HealthTrust must authorize Purchaser and each Facility's eligibility for participation under a HealthTrust Vendor Contract before Distributor loads the contract for Purchaser or a Facility. In the event a HealthTrust Vendor denies a chargeback or rebate for a Product purchased by Purchaser or a Facility, Distributor and HealthTrust will work with the HealthTrust Vendor to attempt to resolve the denial. If Distributor and HealthTrust are unable to have the denial reversed after one hundred twenty (120) days, Purchaser agrees to pay Distributor the amount of the denied chargeback.

5. **Own Use Certification**. Purchaser hereby certifies that it, and its Facilities, have all required governmental licenses, permits and approvals required to purchase, use, and/or store the Products purchased from Distributor, and that all of Purchaser's or any Facility's purchases of Products from Distributor are for its "**own use**" in the Facilities, as such term is defined in judicial or legislative interpretation, as applicable, and not for resale to anyone other than the end user (i.e., patient). Distributor may terminate this Commitment Agreement upon written notice to Purchaser if Distributor reasonably determines that Purchaser or any Facility has breached this own use limitation. Prior to any termination, Distributor and Purchaser will work together to determine the legitimacy of the use of the Products at issue.

6. **Data**.

6.1. Data Ownership. Distributor and Purchaser acknowledge and agree that as to any transactions for Products, Distributor and Purchaser will own all transaction data, but that HealthTrust will have the right to receive transaction data from Distributor to allow HealthTrust to perform its group purchasing functions.

6.2. Data Use. Purchaser understands that Distributor may (a) disclose Purchaser's purchase data to third party data organizations (i.e., IQVIA and Symphony Health) provided that Distributor has contractually obligated any such third party data organization to aggregate and de-identify the purchase data such that the data will not identify Purchaser or Facility; or (b) disclose Purchaser's purchase data to Third Party Suppliers or their designee (for a Third Party Supplier's own Products under the HealthTrust Agreement). Disclosed purchase data consists solely of non-patient purchasing and supply chain information and does not include Protected Health Information ("**PHI**") as defined under HIPAA. Purchaser will not disclose, as Distributor will not request or require any PHI in connection with this Commitment Agreement. In the event Purchaser inadvertently discloses any PHI, Distributor will promptly notify Purchaser upon discovery.

7. **Confidentiality**. Purchaser agrees to: (a) maintain the pricing and terms of this Commitment Agreement and the HealthTrust Agreement confidential and will not disclose such pricing and terms to third parties (*excluding* HealthTrust) without prior written consent of Distributor; and (b) cause each Facility to abide by such confidentiality obligations. Notwithstanding the foregoing, Distributor acknowledges that Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this Commitment Agreement which Distributor has claimed to be confidential and proprietary, Purchaser will immediately notify Distributor of such demand, and Distributor will immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for a protective order. Distributor will indemnify, defend, and hold harmless Purchaser from any third party claims or actions, including all reasonable associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Distributor's documents in Purchaser's custody and control, which Distributor claims to be confidential and proprietary.

8. **Costs**. If it becomes necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party will be entitled to all costs and expenses of collection, up to Ten Thousand Dollars ($10,000.00), including, without limitation, reasonable attorneys' fees, and court costs.

9. **Credit and Payment**. Distributor's obligation to extend credit to Purchaser is contingent upon Purchaser's initial and continued qualification under Distributor's reasonable credit policy. Any past due invoice will be assessed

interest at a one-point five percent (1.50%) monthly (eighteen percent (18.00%) annually) rate or the highest amount allowed by law, if lower; provided however, that the aggregate amount of interest assessed against Purchaser on an annual basis will not exceed Ten Thousand Dollars ($10,000.00). Purchaser hereby grants Distributor a security interest in the Products and any deposit(s), if applicable, to secure payment to Distributor (or its Affiliates) for such Products and Services under this Commitment Agreement. For purposes of this Section, Distributor, its Affiliates, parent, or related entities will be deemed to be a single creditor. Purchaser will provide to Distributor any and all credit information Distributor requests of not less than thirty (30) days before Purchaser's initial purchases under this Commitment Agreement and, after that, as Distributor may reasonably request from time to time, but no more than once per calendar quarter; provided, however, Distributor may request such credit information as frequently as it deems appropriate in the event of a payment default by Purchaser. With written notice, Distributor retains the right to adjust Purchaser's payment terms, place Purchaser on C.O.D. status, and/or refuse orders based on Purchaser's payment performance, changes in Purchaser's financial condition or other commercially reasonable credit considerations related to Purchaser as Distributor deems relevant. Following payment term change, Distributor and Purchaser will elevate credit concerns to their respective finance teams in an effort to obtain an updated understanding of Purchaser's financial condition and discuss the possibility of restoring credit availability to Purchaser. All payments for Products and Services provided under this Commitment Agreement must be by electronic funds transfer or other method acceptable to Distributor so as to provide Distributor with good funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Purchaser. Purchaser may from time to time (but not more often than once per calendar quarter) request in writing that its payment terms be changed as to future Product purchases (among those choices specified in Exhibit A of the HealthTrust Agreement), subject to Distributor's advance written consent.

10. **Ordering; Delivery Times**. Purchaser may place orders for Products with Distributor via Electronic Data Interchange (EDI), internet e-commerce, or facsimile twenty-four (24) hours per day. Telephone orders may be placed with Distributor's customer service center from 8:00 a.m. to 7:00 p.m. ET (7:00 a.m. to 6:00 p.m. CT), Monday through Friday (*excluding* the following holidays: Christmas, New Year's Day, Martin Luther King Day, Thanksgiving Day and the day after, Memorial Day, Fourth of July, and Labor Day). For Products to be delivered on the next scheduled delivery day, orders must be received by 6:00 p.m. on the previous business day in the time zone of the ordering Facility. Purchaser and each Facility must execute Distributor's standard Returned Goods Authorization Ongoing Assurance (in the form attached hereto as Attachment C) prior to returning any Products to Distributor.

11. **Warranty of Non-exclusion; Legal Compliance**. Distributor represents and warrants to Purchaser and Purchaser represents and warrants to Distributor that such representing party: (a) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b (f) or any state healthcare program (collectively, "**Healthcare Programs**"); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; (c) with respect to Purchaser, to the best of its knowledge, is not under investigation or otherwise aware of any circumstances which may result in Purchaser being excluded from participation in the Healthcare Programs; and (d) with respect to Distributor, except as disclosed in its public filings, to the best of its knowledge, is not under investigation or otherwise aware of any circumstances which may result in Distributor being excluded from participation in the Healthcare Programs (collectively, "**Warranty of Non-Exclusion**"). Such representing party's representations and warranties underlying the Warranty of Non-Exclusion will be ongoing during the Term, and each will immediately notify the other in writing of any change in the status of the representations and warranties set forth in this Section. Each party agrees to comply with all applicable legal requirements, including, with respect to Purchaser and each Facility, reporting or reflecting discounts, rebates, and other price reductions pursuant to 42 U.S.C. §1320a-7b (b) (3) (A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

12. **Pricing**. HealthTrust and Distributor have agreed upon the pricing for Products attached to this Commitment Agreement as Attachment B. Discounts and/or Net Adjustments listed will be applied as applicable.

13. **Merger and Amendment**. This Commitment Agreement terminates and supersedes any existing agreement between Distributor, Purchaser and each Facility pertaining to distribution services for Products, other than the HealthTrust Agreement. This Commitment Agreement will not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto.

14. **Commitment Agreement Termination for Cause**. In addition to any other termination rights set forth in this Commitment Agreement or the HealthTrust Agreement, Distributor and Purchaser each will have the right to terminate this Commitment Agreement in its entirety or with respect to certain Products or Services for (a) Cause (as defined below) that is a monetary breach, which is not cured within ten (10) business days following receipt of written notice thereof specifying the Cause; and (b) for Cause, other than a monetary breach, which is not cured within sixty (60) days following receipt of written notice thereof specifying the Cause. "**Cause**" will have the same meaning as set forth in Section 1.7 of the HealthTrust Agreement.

15. **Commitment Agreement Termination by Purchaser without Cause**. Upon sixty (60) days prior written notice, Purchaser will have the right to terminate its Commitment Agreement with Distributor, without cause, after the later of: (a) forty-eight (48) months after the Effective Date of this Commitment Agreement; or (b) six (6) months prior to the Expiration Date (as defined in Exhibit B of the HealthTrust Agreement), by following the steps below. In such an event, Distributor agrees to work in good faith with Purchaser and the newly authorized distributor to develop a written transition plan to ensure an orderly transition process to the new authorized distributor.

Indicate in writing to Distributor and HealthTrust the reason (service or strategic) for the requested change.

If the requested is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.

Distributor will review the request and the reasons, therefore. If the request is being made for service reasons, Distributor will have thirty (30) days to address and remedy the situation to the Purchaser's satisfaction.

If the request is made for strategic reasons, HealthTrust will review the details and make a recommendation concerning the request, if it so desires.

If after thirty (30) days following Purchaser's notice to Distributor, Purchaser elects to proceed with changing distributors, then Purchaser, HealthTrust, Distributor, and the new authorized distributor will develop a written transition plan and begin the change process.

Unless otherwise agreed upon by both parties, during the transition process, but in no event longer than one hundred twenty (120) days after the termination date, Distributor agrees to continue to supply Products to Purchaser's Facilities under the terms and conditions of this Commitment Agreement and the HealthTrust Agreement, provided no purchasing requirements will be applicable during this transition period.

16. **Termination of HealthTrust Agreement**. Upon any termination or expiration of the HealthTrust Agreement, this Commitment Agreement will automatically terminate, with no further action required by Purchaser, Facilities or Distributor.

17. **Custom Procurement Plan**. At Purchaser's request, Distributor will assist Purchaser in developing and implementing a custom procurement plan to respond to natural disasters, which will be mutually agreed upon between Purchaser and the applicable service support center within thirty (30) days following the Effective Date of this Commitment Agreement or request by Purchaser, as applicable. Distributor will work with Purchaser if Purchaser has developed a disaster relief plan and use commercially reasonable efforts to increase carrying levels of inventory of Products to be supplied to Purchaser in the event of a disaster or emergency, and to monitor and update such inventory of Products on a regular basis in accordance with mutually agreed upon terms between Distributor and Purchaser.

18. **Distributor Reporting Requirements**. Distributor agrees to provide each of the reports set forth below to Purchaser, and applicable Facilities, during each business review in the form reasonably requested by Purchaser. Each report will be available at GPO, Integrated Delivery Network (IDN) and account level.

a. Purchase Volume Trend by Purchaser (Quarterly).

b. IVIG and Albumin Grams/Units and Dollars by Product (Monthly).

c. IVIG and Albumin Grams/Units and Dollars by Vendor (Monthly).

d. Total Purchase History. Total roll-up sales, by month, for prior year and current year-to-date.

e. Total Purchase History by Category. Total sales by Contract Product and Non-Contract Product.

f. Trend Analysis Report. A line graph that shows sales trend, by month, for reports in subsections (d) and (e) above.

g. Purchase Trend Analysis. A line graph of month-to-month purchases for the prior year and year-to-date.

h. Regulatory Reports. DSCSA reporting (T3 documents), controlled substance usage and auditing reports, and any other pertinent regulatory required reports that Purchaser is required to maintain as stipulated by an authorizing entity such as federal, state, or local governments.

i. Contract Sequencing Report. Distributor will provide monthly reports to HealthTrust on contract sequencing at an item and account level, upon request.

j. Blocking Report. Report listing all Products blocked by Purchaser accounts.

k. Payment Terms Report. Report outlining payment terms at a Group level. If sites within a Group have different payment terms, report will show each site organized by separate payment terms.

l. Exclusions Reports. Reporting related to any Products or Services excluded from the Performance Calculation Transparency Reporting (see subsection m below), including but not limited to administrative fees, GPO fees, rebates, and COGS discounts, under this Commitment Agreement.

m. Performance Calculation Transparency Reporting. Reports detailing data used in calculations that affect this or are required by this Commitment Agreement.

n. Other. Distributor agrees to provide mutually agreed upon reports upon reasonable request and in a mutually agreed upon format on Distributor Reporting to HealthTrust and/or Purchaser.

19. **Distributor Reporting Specifications for Purchaser**. Distributor will provide to Purchaser or its designee, data files containing all of Distributor's data with respect to transactions made by all Facilities under this Commitment Agreement, including, but not limited to, Purchaser's purchase history with Distributor, from which Purchaser may create additional reports for itself. The data files will be in EDI, eXtensible Markup Language ("**XML**") or other mutually agreed upon format and will be available in accordance with a mutually agreed upon schedule, but no less frequently than weekly. Distributor will, at a minimum, make available to Purchaser the following records electronically:

a. Information regarding Purchaser's customer account with Distributor, including account number, GPOID, name, and address;

b. Purchase orders, including header information, line item information, invoices, including header information, line item information, any discounts, or markups;

c. Product Catalog. The master file of all Products available to Purchaser from Distributor that includes the COGS category and any other categories specified within this Commitment Agreement;

d. Purchaser Product Catalog. The master file of all Products available to Purchaser from Distributor, including the Purchaser-specific prices to be paid by Purchaser per the terms of the HealthTrust Agreement or this Commitment Agreement;

e. Unavailability Report. Products unavailable to Purchaser and reasons for the unavailability (manufacturer backorder, etc.);

f. Item Inventory. Directional item inventory levels by distribution center; and

g. Distributor will also provide to Purchaser, as frequently as mutually agreed upon, but no less than monthly, copies of the Mandatory Reports for Purchaser; reports will be itemized and in the aggregate.

20. **Return of Products**. Distributor will process returned Products purchased from Distributor, in accordance with its Return Goods Policy, a current copy of which is attached hereto as Attachment E.

21. **Assignment**. This Commitment Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Purchaser may only assign its rights or delegate its duties under this Commitment Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with Distributor's written consent. Purchaser consents to Distributor assigning part or all of its obligations to any Affiliate and to assigning or granting a security interest in this Commitment Agreement in connection with any financing or securitization by Distributor or any Affiliate.

22. **Notice of Change**. Purchaser will promptly notify Distributor in writing of changes in ownership, name, business form (e.g., sole proprietorship, partnership, or corporation) or state of incorporation or formation of Purchaser and each Facility, or any intent to sell, close, move or modify its operations or that of any Facility.

23. **Discounts and Rebates**. If and to the extent any discount, credit, rebate or other purchase price reduction is paid or applied by Distributor with respect to the Products purchased under this Commitment Agreement, such discount, credit, rebate or other purchase price reduction will constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)), on the Products purchased by Purchaser or any Facility under the terms of this Commitment Agreement. Distributor, Purchaser and each Facility will use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, Purchaser and Facilities may have an obligation to accurately report, under any state or federal program which provides cost or charge-based reimbursement for the Products or Services covered by this Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Purchaser and/or each Facility.

24. **Compliance Agreement**.

24.1. Purchaser represents and warrants that Purchaser:

a. will abide by all applicable laws, rules, regulations, ordinances, and guidance of the federal Drug Enforcement Administration ("**DEA**"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances;

b. has documented policies and procedures governing the exercise of its corresponding responsibility to maintain effective controls against the diversion of controlled substances and listed chemicals; and

c. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose.

24.2. Purchaser acknowledges that Distributor has a controlled substance monitoring program ("**CSMP**"), and Purchaser understands and acknowledges that a condition precedent to receiving any controlled substance from Distributor is approval by CSMP personnel.

24.3. Purchaser represents and warrants that Purchaser will cooperate in good faith with any reasonable request by Distributor to Purchaser for data or information that Distributor deems helpful for its CSMP, subject to the execution of any confidentiality agreements necessary to facilitate the transfer of any requested data or information from Purchaser to Distributor as reasonably requested by Purchaser. Purchaser's cooperation includes, without limitation: providing accurate information and data in response to Distributor's requests, allowing Distributor to conduct site visits at Purchaser's pharmacy locations, and performance of audits of Purchaser's pharmacy books and record specific to prescription drugs.

24.4. Purchaser represents and warrants that any information or data provided by Purchaser to Distributor in connection with the operation of Distributor's CSMP will be truthful and accurate, and Purchaser acknowledges that Distributor will rely on such information and data.

24.5. Notwithstanding any other provision in this or any other agreement between the parties, Purchaser agrees that Distributor has the right to immediately suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Distributor through its CSMP to Purchaser's individual DEA registrant at any time based on a reasonable concern Distributor's CSMP has regarding that registrant's ability to maintain effective controls against diversion in compliance with 21 CFR §1301.71. If Distributor suspends, terminates, or limits the distribution of controlled substances, listed chemicals, or other products monitored by Distributor to Purchaser's individual DEA registrant, Distributor may suspend, terminate, or limit the distribution of any other Products to that DEA registrant. In the event Distributor exercises such right, the affected DEA registrant will have the right to purchase such Product(s) from other sources, and such purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement.

24.6. Purchaser represents and warrants that Purchaser will immediately notify Distributor if it becomes aware that Purchaser or any of its owners, employees, or independent contractors is or has been the subject of an investigation or disciplinary action by the Drug Enforcement Administration, a state Board of Pharmacy, or any other governmental entity related to the dispensing, ordering, storage, handling, or prescribing of controlled substances or any other Product. This will include, but not be limited to, notification of any proposed or final suspension, probation, termination, fine, consent order, agreement, or citation regarding Purchaser's activities including the licensure or registration of Purchaser or any of its owners, employees, or independent contractors. Any such notice must be sent to: gmb-CardinalHealth-CSMP-Inquiries@cardinalhealth.com.

24.7. Distributor has the right to immediately suspend, terminate, or otherwise limit the distribution of any Products to Purchaser's individual DEA registrant if Distributor learns that Purchaser's individual DEA registrant was subjected to discipline or the target of any investigation by the Drug Enforcement Administration, a state Board of Pharmacy, or any other a regulatory entity focused on the DEA registrant's ability to maintain effective controls against diversion in compliance with 21 CFR §1301.71. In the event Distributor exercises such right, Purchaser's individual DEA registrant will have the right to purchase such Product(s) from other sources, and such purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement.

25. **Force Majeure**. The parties obligations under this Commitment Agreement and the HealthTrust Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, strikes or labor disputes, manufacturer or delivery disruptions, acts of God, or other causes, to the extent the foregoing are beyond the reasonable control of the affected party and that there is no reasonable work-around available to meet the obligations of the affected party under this Commitment Agreement. During any time period Distributor is unable to provide any Product to Purchaser due to a Force Majeure reason, Purchaser will have the right, at Purchaser's sole cost and expense, to purchase such Product(s) from other sources and such purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement. If a Force Majeure event continues for Distributor or Purchaser for more than three (3) months, and such Force Majeure event is sufficiently material to the point of eliminating the essential purpose of this Commitment Agreement, then the other party will have the right to terminate this Commitment Agreement upon thirty (30) days written notice. If a Force Majeure event occurs that impacts Purchaser's ability to timely pay for Products purchased up to the date of such Force Majeure event, Distributor and Purchaser will make good faith efforts to establish an acceptable payment plan for such Product purchases.

26. **Regulatory**. Each party hereby certifies that its respective performance of this Commitment Agreement will not violate the federal Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)).

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

28. **Notices**. All notices required under this Commitment 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 Purchaser:	University Medical Center of Southern Nevada Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
With a copy to:	University Medical Center of Southern Nevada Attn: Pharmacy Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
If to Distributor:	Cardinal Health 108, LLC Attn: General Counsel 7000 Cardinal Pl. Dublin, OH 43017

29. **Miscellaneous**. The laws of the state of Nevada will govern this Commitment Agreement without reference to conflicts of law provisions. Once fully executed, this Commitment Agreement supersedes all prior oral or written agreements by the parties that relate to its subject matter. To the extent the terms of this Commitment Agreement conflicts with the terms of the HealthTrust Agreement, the terms of this Commitment Agreement will control, unless this Commitment Agreement expressly states otherwise and has been approved in writing by HealthTrust. Any waiver or delay in enforcing this Commitment Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. Captions are intended for convenience of reference only. This Commitment Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors. This Commitment Agreement may be executed in any number of counterparts, each of which will be an original, but all of which, together, will constitute one and the same agreement. Upon execution of this Commitment Agreement, Distributor will provide a copy of same to HealthTrust.

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

[Signature Page Follows]

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

1800 W. Charleston Blvd.
Las Vegas, NV 89102-2386

By: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Principal Contact Person –
University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

Name: Brian Pomykacz, PharmD

Phone: (702) 765-7978

Fax: (702) 383-2052

Email: Brian.Pomykacz@umcsn.com

Cardinal Health 108, LLC

7000 Cardinal Place
Dublin, OH 43017

By: Christy Cummings

Name: Christy Cummings

Title: Executive Sales Director

Date: 7/14/2026

Principal Contact Person –
Cardinal Health 108, LLC

Name: Diamond Maddox

Phone: 614-757-0514

Fax: (614) 495-5669

Email: diamond.maddox@cardinalhealth.com

ATTACHMENT A

Facility Listing

Facility Name	Street Address	City	State	Zip
ASP CARES 340B	501 S RANCHO DR STE G46	LAS VEGAS	NV	89106-4835
COMM A WALGREENS 340B	901 S RANCHO DRIVE SUITE 20	LAS VEGAS	NV	89106-3815
CVS 2929 340B	7190 W CRAIG RD	LAS VEGAS	NV	89129-6512
CVS 2955 340B	3290 S FORT APACHE RD	LAS VEGAS	NV	89117-0738
CVS 5043 340B	9695 S MARYLAND PKWY	LAS VEGAS	NV	89123-5950
CVS 5792 340B	2425 EAST DESERT INN ROAD	LAS VEGAS	NV	89121-3616
CVS 8780 340B	10400 WEST CHARLESTON BLVD	LAS VEGAS	NV	89135-1035
CVS 8790 340B	3550 W SAHARA AVE	LAS VEGAS	NV	89102-5867
CVS 8804 340B	1408 W CRAIG RD	NORTH LAS VEGAS	NV	89032-0210
CVS 8821 340B	8320 W CHEYENNE AVE	LAS VEGAS	NV	89129-2147
CVS 8824 340B	4411 E BONANZA RD	LAS VEGAS	NV	89110-3385
CVS PHARMACY 06717 340B	60 NORTH VALLE VERDE DR	HENDERSON	NV	89074-1756
CVS PHARMACY 10861 340B	8491 FARM RD	LAS VEGAS	NV	89131-8241
CVS PHARMACY 1507 340B	2935 S HOLLYWOOD BLVD	LAS VEGAS	NV	89122-3715
CVS PHARMACY 16079 340B	4001 S MARYLAND PKWY	LAS VEGAS	NV	89119-7556
CVS PHARMACY 16202 340B	605 N STEPHANIE ST	HENDERSON	NV	89014-2612
CVS PHARMACY 16562 340B	8750 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5452
CVS PHARMACY 16854 340B	4155 S GRAND CANYON DR	LAS VEGAS	NV	89147-7123
CVS PHARMACY 17465 340B	350 W LAKE MEAD PKWY	HENDERSON	NV	89015-7379
CVS PHARMACY 17578 340B	695 S GREEN VALLEY PKWY	HENDERSON	NV	89052-0404
CVS PHARMACY 2930 340B	4595 E FLAMINGO RD	LAS VEGAS	NV	89121-4738
CVS PHARMACY 2989 340B	4755 WEST ANN ROAD	NORTH LAS VEGAS	NV	89031-3424
CVS PHARMACY 2990 340B	6391 W LAKE MEAD BLVD	LAS VEGAS	NV	89108-2646
CVS PHARMACY 5113 340B	7295 SOUTH RAINBOW BLVD	LAS VEGAS	NV	89118-4629
CVS PHARMACY 5286 340B	21 W HORIZON RIDGE PARKWAY	HENDERSON	NV	89012-5307
CVS PHARMACY 6867 340B	4490 PARADISE ROAD	LAS VEGAS	NV	89169-6573
CVS PHARMACY 7251 340B	7285 ALIANTE PKWY	NORTH LAS VEGAS	NV	89084-2373
CVS PHARMACY 8784 340B	8116 S LAS VEGAS BLVD	LAS VEGAS	NV	89123-1015
CVS PHARMACY 8787 340B	1551 W SUNSET BLVD	HENDERSON	NV	89014-6636
CVS PHARMACY 8789 340B	100 S NEVADA HIGHWAY 160	PAHRUMP	NV	89048-2130
CVS PHARMACY 8791 340B	8580 W CHARLESTON BLVD	LAS VEGAS	NV	89117-1238
CVS PHARMACY 8794 340B	1600 N BUFFALO DRIVE	LAS VEGAS	NV	89128-8900
CVS PHARMACY 8795 340B	2662 W HORIZON RIDGE PKWY	HENDERSON	NV	89052-2844
CVS PHARMACY 8798 340B	5985 W TROPICANA RD	LAS VEGAS	NV	89103-4814
CVS PHARMACY 8800 340B	6705 E LAKE MEAD BLVD	LAS VEGAS	NV	89156-1101
CVS PHARMACY 8803 340B	2855 S NELLIS BLVD	LAS VEGAS	NV	89121-7505
CVS PHARMACY 8805 340B	3810 EAST SUNSET RD	LAS VEGAS	NV	89120-3917
CVS PHARMACY 8807 340B	5681 BOULDER HIGHWAY	LAS VEGAS	NV	89122-7201
CVS PHARMACY 8808 340B	2011 E LAKE MEAD BLVD	NORTH LAS VEGAS	NV	89030-7135

CVS PHARMACY 8809 340B	4014 S RAINBOW BLVD	LAS VEGAS	NV	89103-2011
CVS PHARMACY 8813 340B	1017 NEVADA WAY	BOULDER CITY	NV	89005-1801
CVS PHARMACY 8822 340B	2594 WIGWAM PKWY	HENDERSON	NV	89074-6226
CVS PHARMACY 9548 340B	2501 ANTHEM VILLAGE DR	HENDERSON	NV	89052-5504
CVS PHARMACY 9770 340B	2830 BICENTENNIAL PKWY	HENDERSON	NV	89044-4476
GENOA HEALTHCARE LLC 340B	701 SHADOW LN 110	LAS VEGAS	NV	89106-4132
GENOA HEALTHCARE LLC 340B	610 BELROSE ST STE 150	LAS VEGAS	NV	89107
OPTUM PHARMACY 701 LLC 340B	8131 W BOSTIAN RD STE A350	WOODINVILLE	WA	98072-5029
OPTUM PHARMACY 702 340B	1050 PATROL RD	JEFFERSONVILLE	IN	47130-7750
OPTUM PHARMACY 704 INC 340B	5627 UNIVERSITY HTS STE 108	SAN ANTONIO	TX	78249-3583
OPTUM PHARMACY 705 LLC 340B	1100 LEE BRANCH LN	BIRMINGHAM	AL	35242-7298
OPTUM PHARMACY 707 INC 340B	4900 RIVERGRADE RD STE E110	IRWINDALE	CA	91706-1460
OPTUM PHARMACY 801 340B	24416 N 19TH AVE. STE 100	PHOENIX	AZ	85085-1887
OPTUMRX 340B	6800 W 115TH ST STE 600	OVERLAND PARK	KS	66211-9838
SAFECOR UMC IP PHARMACY	4060 BUSINESS PARK DR STE B	COLUMBUS	OH	43204-5047
SMITHS PHARMACY 354 340B	3850 FLAMINGO ROAD	LAS VEGAS	NV	89121-6227
UMC INPATIENT PHARMACY	1800 W CHARLESTON BLVD	LAS VEGAS	NV	89102-2329
WALGREENS 03841 340B	6101 W LAKE MEAD BLVD	LAS VEGAS	NV	89108-2660
WALGREENS 03915 340B	6401 WEST CHARLESTON BLVD STE 100	LAS VEGAS	NV	89146-1118
WALGREENS 03922 340B	7599 W LAKE MEAD BLVD	LAS VEGAS	NV	89128-0274
WALGREENS 04854 340B	4771 WEST CRAIG ROAD	NORTH LAS VEGAS	NV	89032-2501
WALGREENS CENRAL FILL 21372 340B	120 N 83RD AVE STE 200	TOLLESON	AZ	85353-2326
WALGREENS DRUG 02598 340B	7685 SOUTH RAINBOW BLVD	LAS VEGAS	NV	89139-5477
WALGREENS DRUG 03843 340B	2995 E FLAMINGO RD	LAS VEGAS	NV	89121-5214
WALGREENS DRUG 03844 340B	5011 E SAHARA AVE	LAS VEGAS	NV	89142-2911
WALGREENS DRUG 03872 340B	8633 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5406
WALGREENS DRUG 03873 340B	6865 W TROPICANA AVE	LAS VEGAS	NV	89103-4383
WALGREENS DRUG 04137 340B	9415 W DESERT INN	LAS VEGAS	NV	89117-6765
WALGREENS DRUG 04242 340B	9420 W LAKE MEAD	LAS VEGAS	NV	89134-8312
WALGREENS DRUG 04856 340B	3400 BOULDER HWY	LAS VEGAS	NV	89121-1522
WALGREENS DRUG 05814 340B	1445 W CRAIG ROAD STE 100	NORTH LAS VEGAS	NV	89032-0211
WALGREENS DRUG 06310 340B	6820 W ANN	LAS VEGAS	NV	89130-1113
WALGREENS DRUG 06311 340B	3808 E TROPICANA AVE	LAS VEGAS	NV	89121-6021
WALGREENS DRUG 07032 340B	2451 HAMPTON ROAD	HENDERSON	NV	89052-7086
WALGREENS DRUG 07450 340B	4875 S FORT APACHE RD	LAS VEGAS	NV	89147-7944
WALGREENS DRUG 07841 340B	10510 SOUTHERN HIGHLAND PKWY	LAS VEGAS	NV	89141-4373
WALGREENS DRUG 10215 340B	8595 W WARM SPRINGS RD	LAS VEGAS	NV	89113-3625
WALGREENS DRUG 10783 340B	6495 N DECATUR BLVD	LAS VEGAS	NV	89131-2960
WALGREENS DRUG 11206 340B	8582 BLUE DIAMOND RD	LAS VEGAS	NV	89178-9202
WALGREENS DRUG 11668 340B	6390 BOULDER HIGHWAY	LAS VEGAS	NV	89122-7439
WALGREENS DRUG 11766 340B	4930 BLUE DIAMOND RD	LAS VEGAS	NV	89139-7604
WALGREENS DRUG 12641 340B	9300 WEST SAHARA AVE	LAS VEGAS	NV	89117-5351

WALGREENS STORE 03842 340B	2389 EAST WINDMILL LANE	LAS VEGAS	NV	89123-2037
WALGREENS STORE 04086 340B	4470 E BONANZA ROAD	LAS VEGAS	NV	89110-6330
WALGREENS STORE 10190 340B	565 E CENTENNIAL PKWY	NORTH LAS VEGAS	NV	89081-5633
WALGREENS STORE 10782 340B	5610 CENTENNIAL CENTER BLVD	LAS VEGAS	NV	89149-7104
WALGREENS STORE 10862 340B	2421 E BONANZA RD	LAS VEGAS	NV	89101-3400
WALGREENS STORE 11899 340B	6485 S FORT APACHE RD	LAS VEGAS	NV	89148-6742
WALGREENS STORE 2590 340B	6435 ALIANTE PKWY	NORTH LAS VEGAS	NV	89084-3196
WALGREENS STORE 3845 340B	2280 N LAS VEGAS BLVD	NORTH LAS VEGAS	NV	89030-5803
WALGREENS STORE 3871 340B	1701 NORTH GREEN VALLEY PKWY STE 14	HENDERSON	NV	89074-5885
WALGREENS STORE 4197 340B	8500 W CHEYENNE AVE	LAS VEGAS	NV	89129-7262
WALGREENS STORE 4755 340B	3480 S JONES BLVD	LAS VEGAS	NV	89146-6709
WALGREENS STORE 4855 340B	6001 W CHEYENNE AVENUE	LAS VEGAS	NV	89108-4205
WALGREENS STORE 5014 340B	7845 W FLAMINGO ROAD	LAS VEGAS	NV	89147-4219
WALGREENS STORE 5154 340B	4905 W TROPICANA AVE	LAS VEGAS	NV	89103-5077
WALGREENS STORE 5311 340B	1180 E FLAMINGO RD	LAS VEGAS	NV	89119-3449
WALGREENS STORE 5369 340B	1500 S BOULDER HWY	HENDERSON	NV	89015-8506
WALGREENS STORE 5479 340B	385 E SILVERADO RANCH BLVD	LAS VEGAS	NV	89183-4428
WALGREENS STORE 5570 340B	6650 E LAKE MEADE BLVD	LAS VEGAS	NV	89156-7033
WALGREENS STORE 5619 340B	3030 LAS VEGAS BLVD N	NORTH LAS VEGAS	NV	89030-5756
WALGREENS STORE 5862 340B	401 N ARROYO GRANDE BLVD	HENDERSON	NV	89014-3974
WALGREENS STORE 6227 340B	451 S DECATUR BLVD	LAS VEGAS	NV	89107-2805
WALGREENS STORE 6424 340B	1360 W HORIZON RIDGE PARKWAY	HENDERSON	NV	89012-2462
WALGREENS STORE 6425 340B	900 N RANCHO DRIVE	LAS VEGAS	NV	89106-1005
WALGREENS STORE 6545 340B	11001 S EASTERN AVENUE	HENDERSON	NV	89052-2954
WALGREENS STORE 7164 340B	101 E LAKE MEADE PKWY STE 100	HENDERSON	NV	89015-5532
WALGREENS STORE 7864 340B	7755 N DURANGO DR	LAS VEGAS	NV	89131-8190
WALGREENS STORE12539 340B	6825 N DURANGO DR	LAS VEGAS	NV	89149-4594

ATTACHMENT B

Pricing Matrix

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

ATTACHMENT C

Cardinal Health
7000 Cardinal Place
Dublin, OH 43017
614.757.5000 main
www.cardinalhealth.com

Cardinal Health Returned Goods Authorization
Ongoing Assurance

The undersigned customer, on behalf of itself and each pharmacy location (collectively, "**Customer**") of Cardinal Health 108, LLC ("**Distributor**") hereby agrees that this document is being delivered to confirm Customer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and will apply to all returns by Customer to Distributor from time to time and will supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Distributor.

Customer represents, warrants, and guarantees to Distributor that: (a) each such return will be made only to the specific Distributor from which the item was originally purchased; (b) each such return will be accompanied by Distributor's credit request form ("**Return Form**"), which will specify both Customer's and Distributor's name and address, the date of the return, the quantity and description of the product returned, and such other information as may reasonably be requested on Distributor's Return Form; (c) Customer will retain a copy of each Return Form and related credit memo and make such documentation available to the manufacturer and to authorized federal, state, and local law enforcement officers upon request; (d) the credit claimed or accepted by Customer for any such return will not exceed the original purchase price paid to Distributor; and (e) all merchandise returned to Distributor has been stored and handled by Customer in accordance with all applicable federal, state, and local laws, manufacturer guidelines when disclosed to Customer by the manufacturer or Distributor, and good trade practices, and such merchandise has not been adulterated or misbranded by Customer within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state, and other applicable requirements and guidelines.

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

1800 W. Charleston Blvd.
Las Vegas, NV 89102-2386

_____
By Authorized Person / Title (Print)

_____ _____
Date Signature of Authorized Person

ATTACHMENT D

340B Contract Pharmacy Set-up Fee Policy

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

ATTACHMENT E

Cardinal Health Specialty Pharmaceutical Distribution
Returned Goods Policy

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

June 26th, 2026

Kristine Sy, MBA
Contracts Specialist – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Pharmacy Distribution, Specialty.

Dear Ms. Sy:

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

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

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

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

The above-described process was followed with respect to the Pharmacy Distribution, Specialty category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Pharmacy Distribution, Specialty were AmerisourceBergen Drug Corp, Cardinal Health Pharmaceutical, Prodigy Health Supplier Corp, and McKesson Pharmaceutical. Contracts were executed in December 2025 with AmerisourceBergen Drug Corp, Cardinal Health Pharmaceutical, Prodigy Health Supplier Corp, and McKesson Pharmaceutical

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Michelle Sanchez

Account Director, Member Services

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Cardinal Health 108, LLC	
(Include d.b.a., if applicable)		
Street Address:	7000 Cardinal Place	**Website:** www.cardinalhealth.com
City, State and Zip Code:	Dublin, Ohio 43017	**POC Name:** **Email:**
Telephone No:	614-757-5000	**Fax No:** 614-757-6000
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attached for Corporate Officers and Directors		

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

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

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

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

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

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

Signature

Raul Aponte
Print Name

Vice President, Tax
Title

07/06/2026
Date

REVISED 7/25/2014

Corporate Officers and Directors – Cardinal Health 108, LLC

Chief Executive Officer – Pharmaceutical Segment	Deborah Weitzman
Chief Financial Officer – Pharmaceutical Segment	Annie Lange
Senior Vice President – General Manager, Pharmaceutical Distribution	Angela Perrie
Senior Vice President & Treasurer	Scott Zimmerman
Senior Vice President – Tax	John Martin
Vice President – Tax	Raul Aponte
Vice President – Human Resources Officer	Adam Zaller
Vice President – Quality Assurance	Julie Webb
Director, Regulatory Management	Keegan Chamberlain
Secretary	Laura Dhaliwal
Assistant Secretary	Craig Moore
Assistant Secretary	Miriam Deason
Assistant Treasurer	Brent Withrow
Assistant Treasurer	Jeff Cui

COMMITMENT AGREEMENT
Pharmaceutical Products Distribution Services
HealthTrust Purchasing Group Members

Distributor: Cardinal Health 110, LLC & Cardinal Health 112, LLC ("Distributor")
HealthTrust Purchaser: University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Purchaser")

This Commitment Agreement ("**Commitment Agreement**") is being entered into by **Purchaser**, for itself and on behalf of any Affiliate of Purchaser that owns or controls a healthcare facility which is listed in Attachment A attached hereto ("**Facility**" or "**Facilities**"). Purchaser represents and warrants to Distributor that it is empowered and authorized to enter into this Commitment Agreement on behalf of itself and each Facility, and further covenants that it has or will obtain all necessary authorizations to act under this Commitment Agreement on behalf of the Facilities. Purchaser acknowledges and agrees that Distributor is relying on the representations, warranties and covenants contained herein to enter into this Commitment Agreement and perform its obligations hereunder.

1. **Purchase Commitment**. Purchaser hereby appoints Distributor as the prime distributor for Products for itself and each Facility, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement (HPG-5956) between HealthTrust Purchasing Group, L.P. ("**HealthTrust**") and Distributor, dated December 17, 2025, as amended ("**HealthTrust Agreement**"), and the terms in this Commitment Agreement. Purchaser and each Facility will purchase from Distributor at least ninety percent (90.00%) of its requirements for Products available from Distributor, excluding direct purchases only available from manufacturers. Purchaser will cause each Facility to satisfy each obligation imposed on a Facility hereunder and to refrain from taking any action in contravention of such obligations. Each Facility will be obligated for its own purchases, and no Facility will be obligated for purchases of another Facility. To the extent required by Distributor's credit underwriting policies, Purchaser, and each Facility agree to enter into a guaranty agreement with Distributor. Capitalized terms used herein that are not defined will have the meaning ascribed to them in the HealthTrust Agreement. Additional facilities may be added to Attachment A from time to time subject to Distributor's advance written approval, which will not be unreasonably withheld. The addition of any 340B contract pharmacy will be subject to terms, conditions and fees set forth in Attachment D attached hereto.

2. **Commencement Date**. Distributor will commence distribution services on the first day of the first month following full execution of this Commitment Agreement ("**Effective Date**"). This Commitment Agreement will have an initial term continuing to August 31, 2031, unless terminated as provided herein below:

2.1. If Purchaser's membership in HealthTrust terminates or expires, then this Commitment Agreement will terminate as of the termination or expiration of its membership in HealthTrust. In such event, Purchaser will enter into an agreement directly with Distributor with a term extending through at least the expiration date of this Commitment Agreement.

2.2. If any Facility terminates its membership in HealthTrust, then this Commitment Agreement will terminate with respect to such Facility as of the termination of its membership in HealthTrust. In such event, such Facility will enter into an agreement directly with Distributor with a term extending through at least the expiration date of this Commitment Agreement.

2.3. If Purchaser divests a Facility or Facilities, Purchaser will give Distributor at least thirty (30) days written notice of such and as of the date such Facility is divested, such Facility will be removed from this Commitment Agreement. Thereafter, such Facility may contract with Distributor, or another HealthTrust contracted distributor of the Facility's choosing, provided however, if the Purchaser who acquired such Facility is utilizing Distributor as its prime distributor, such Facility will contract under the acquiring purchaser's commitment agreement with Distributor.

2.4. If this Commitment Agreement is executed by Purchaser on behalf of a particular Facility that has a commitment agreement under the HealthTrust Agreement with Distributor, as of the Effective Date, the terms of this Commitment Agreement will take priority over the terms of any such Facility commitment agreement.

2.5. Subject to the terms of the HealthTrust Agreement, Purchaser and Distributor hereby agree that any prior Commitment Agreement between Purchaser and Distributor is hereby terminated.

3. **GPO Designation**. Purchaser, for itself and on behalf of each Facility: (a) designates HealthTrust Purchasing Group as its, and their, sole group purchasing organization; (b) agrees to be bound by the terms of the HealthTrust Agreement provided that no such terms will apply to Purchaser if in conflict with Purchaser's obligations under applicable state law; and (c) acknowledges that the pricing and other terms set forth herein are contingent on the foregoing designation and agreement.

4. **Chargeback Rebill**. HealthTrust must authorize Purchaser and each Facility's eligibility for participation under a HealthTrust Vendor Contract before Distributor loads the contract for Purchaser or a Facility. In the event a HealthTrust Vendor denies a chargeback or rebate for a Product purchased by Purchaser or a Facility, Distributor and HealthTrust will work with the HealthTrust Vendor to attempt to resolve the denial. If Distributor and HealthTrust are unable to have the denial reversed after one hundred twenty (120) days, Purchaser agrees to pay Distributor the amount of the denied chargeback.

5. **Own Use Certification**. Purchaser hereby certifies that it, and its Facilities, have all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from Distributor, and that all of Purchaser's or any Facility's purchases of Products from Distributor are for its "**own use**" in the Facilities, as such term is defined in judicial or legislative interpretation, as applicable, and not for resale to anyone other than the end user (i.e., patient). Distributor may terminate this Commitment Agreement upon written notice to Purchaser if Distributor reasonably determines that Purchaser or any Facility has breached this own use limitation. Prior to any termination, Distributor and Purchaser will work together to determine the legitimacy of the use of the Products at issue.

6. **Data**.

6.1. Data Ownership. Distributor and Purchaser acknowledge and agree that as to any transactions for Products, Distributor and Purchaser will own all transaction data, but that HealthTrust will have the right to receive transaction data from Distributor to allow HealthTrust to perform its group purchasing functions.

6.2. Data Use. Purchaser understands that Distributor may (a) disclose Purchaser's purchase data to third party data organizations (i.e., IQVIA and Symphony Health) provided that Distributor has contractually obligated any such third party data organization to aggregate and de-identify the purchase data such that the data will not identify Purchaser or Facility; or (b) disclose Purchaser's purchase data to Third Party Suppliers or their designee (for a Third Party Supplier's own Products under the HealthTrust Agreement). Disclosed purchase data consists solely of non-patient purchasing and supply chain information and does not include Protected Health Information ("**PHI**") as defined under HIPAA. Purchaser will not disclose, as Distributor will not request or require any PHI in connection with this Commitment Agreement. In the event Purchaser inadvertently discloses any PHI, Distributor will promptly notify Purchaser upon discovery.

7. **Confidentiality**. Purchaser agrees to: (a) maintain the pricing and terms of this Commitment Agreement and the HealthTrust Agreement confidential and will not disclose such pricing and terms to third parties (*excluding* HealthTrust) without prior written consent of Distributor; and (b) cause each Facility to abide by such confidentiality obligations. Notwithstanding the foregoing, Distributor acknowledges that Purchaser is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this Commitment Agreement which Distributor has claimed to be confidential and proprietary, Purchaser will immediately notify Distributor of such demand, and Distributor will immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for a protective order. Distributor will indemnify, defend, and hold harmless Purchaser from any third party claims or actions, including all reasonable associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Distributor's documents in Purchaser's custody and control, which Distributor claims to be confidential and proprietary.

8. **Costs**. If it becomes necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party will be entitled to all costs and expenses of collection, up to Ten Thousand Dollars ($10,000.00), including, without limitation, reasonable attorneys' fees, and court costs.

9. **Credit and Payment**. Distributor's obligation to extend credit to Purchaser is contingent upon Purchaser's initial and continued qualification under Distributor's reasonable credit policy. Any past due invoice will be assessed interest at a one-point five percent (1.50%) monthly (eighteen percent (18.00%) annually) rate or the highest amount allowed by law, if lower; provided however, that the aggregate amount of interest assessed against Purchaser on an

annual basis will not exceed Ten Thousand Dollars ($10,000.00). Purchaser hereby grants Distributor a security interest in the Products and any deposit(s), if applicable, to secure payment to Distributor (or its Affiliates) for such Products and Services under this Commitment Agreement. For purposes of this Section, Distributor, its Affiliates, parent, or related entities will be deemed to be a single creditor. Purchaser will provide to Distributor any and all credit information Distributor requests of not less than thirty (30) days before Purchaser's initial purchases under this Commitment Agreement and, after that, as Distributor may reasonably request from time to time, but no more than once per calendar quarter; provided, however, Distributor may request such credit information as frequently as it deems appropriate in the event of a payment default by Purchaser. With written notice, Distributor retains the right to adjust Purchaser's payment terms, place Purchaser on C.O.D. status, and/or refuse orders based on Purchaser's payment performance, changes in Purchaser's financial condition or other commercially reasonable credit considerations related to Purchaser as Distributor deems relevant. Following payment term change, Distributor and Purchaser will elevate credit concerns to their respective finance teams in an effort to obtain an updated understanding of Purchaser's financial condition and discuss the possibility of restoring credit availability to Purchaser. All payments for Products and Services provided under this Commitment Agreement must be by electronic funds transfer or other method acceptable to Distributor so as to provide Distributor with good funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Purchaser. Purchaser may from time to time (but not more often than once per calendar quarter) request in writing that its payment terms be changed as to future Product purchases (among those choices specified in Exhibit A of the HealthTrust Agreement), subject to Distributor's advance written consent.

10. **Ordering; Delivery Times**. Purchaser may place orders for Products with Distributor via Electronic Data Interchange (EDI), internet e-commerce, or facsimile twenty-four (24) hours per day. Telephone orders may be placed with Distributor's customer service center from 7:00 a.m. to 11:00 p.m. ET (6:00 a.m. to 10:00 p.m. CT), Monday through Friday (*excluding* the following holidays: Christmas, New Year's Day, Martin Luther King Day, Thanksgiving Day and the day after, Memorial Day, Fourth of July, and Labor Day). For Products to be delivered on the next scheduled delivery day, orders must be received by 7:00 p.m. on the previous business day in the time zone of the ordering Facility. The number of weekly deliveries allowed for each Facility will be determined in accordance with Section 6 of Exhibit C to the HealthTrust Agreement. Purchaser and each Facility must execute Distributor's standard Returned Goods Authorization Ongoing Assurance (in the form attached hereto as Attachment C) prior to returning any Products to Distributor.

11. **Emergency Requests**. Distributor will provide two (2) no charge emergency deliveries per month per Facility. Emergency deliveries do not include non-pharmaceutical or CII Products. Beginning with the third (3rd) emergency delivery in a month, Distributor will charge Purchaser the actual cost incurred. Orders picked up from a Distribution Center by Purchaser or their designated third party carrier during normal business hours will not count toward the monthly emergency deliveries limit.

12. **Warranty of Non-exclusion; Legal Compliance**. Distributor represents and warrants to Purchaser and Purchaser represents and warrants to Distributor that such representing party: (a) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b (f) or any state healthcare program (collectively, "**Healthcare Programs**"); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; (c) with respect to Purchaser, to the best of its knowledge, is not under investigation or otherwise aware of any circumstances which may result in Purchaser being excluded from participation in the Healthcare Programs; and (d) with respect to Distributor, except as disclosed in its public filings, to the best of its knowledge, is not under investigation or otherwise aware of any circumstances which may result in Distributor being excluded from participation in the Healthcare Programs (collectively, "**Warranty of Non-exclusion**"). Such representing party's representations and warranties underlying the Warranty of Non-exclusion will be ongoing during the Term, and each will immediately notify the other in writing of any change in the status of the representations and warranties set forth in this Section. Each party agrees to comply with all applicable legal requirements, including, with respect to Purchaser and each Facility, reporting or reflecting discounts, rebates, and other price reductions pursuant to 42 U.S.C. §1320a-7b (b) (3) (A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

13. **Pricing**. HealthTrust and Distributor have agreed upon the pricing for Products attached to this Commitment Agreement as Attachment B. Discounts and/or Net Adjustments listed will be applied as applicable.

14. **Merger and Amendment**. This Commitment Agreement terminates and supersedes any existing agreement between Distributor, Purchaser and each Facility pertaining to distribution services for Products, other than the

HealthTrust Agreement. This Commitment Agreement will not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto.

15. **Commitment Agreement Termination for Cause**. In addition to any other termination rights set forth in this Commitment Agreement or the HealthTrust Agreement, Distributor and Purchaser each will have the right to terminate this Commitment Agreement in its entirety or with respect to certain Products or Services for (a) Cause (as defined below) that is a monetary breach, which is not cured within ten (10) business days following receipt of written notice thereof specifying the Cause; and (b) for Cause, other than a monetary breach, which is not cured within sixty (60) days following receipt of written notice thereof specifying the Cause. "**Cause**" will have the same meaning as set forth in Section 1.7 of the HealthTrust Agreement.

16. **Commitment Agreement Termination by Purchaser without Cause**. Upon sixty (60) days prior written notice, Purchaser will have the right to terminate its Commitment Agreement with Distributor, without cause, after the later of: (a) forty-eight (48) months after the Effective Date of this Commitment Agreement; or (b) six (6) months prior to the Expiration Date (as defined in Exhibit B of the HealthTrust Agreement), by following the steps below. In such an event, Distributor agrees to work in good faith with Purchaser and the newly authorized distributor to develop a written transition plan to ensure an orderly transition process to the new authorized distributor.

Indicate in writing to Distributor and HealthTrust the reason (service or strategic) for the requested change.

If the requested is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.

Distributor will review the request and the reasons, therefore. If the request is being made for service reasons, Distributor will have thirty (30) days to address and remedy the situation to the Purchaser's satisfaction.

If the request is made for strategic reasons, HealthTrust will review the details and make a recommendation concerning the request, if it so desires.

If after thirty (30) days following Purchaser's notice to Distributor, Purchaser elects to proceed with changing distributors, then Purchaser, HealthTrust, Distributor, and the new authorized distributor will develop a written transition plan and begin the change process.

Unless otherwise agreed upon by both parties, during the transition process, but in no event longer than one hundred twenty (120) days after the termination date, Distributor agrees to continue to supply Products to Purchaser's Facilities under the terms and conditions of this Commitment Agreement and the HealthTrust Agreement, provided no purchasing requirements will be applicable during this transition period.

17. **Termination of HealthTrust Agreement**. Upon any termination or expiration of the HealthTrust Agreement, this Commitment Agreement will automatically terminate, with no further action required by Purchaser, Facilities or Distributor.

18. **Custom Procurement Plan**. At Purchaser's request, Distributor will assist Purchaser in developing and implementing a custom procurement plan to respond to natural disasters, which will be mutually agreed upon between Purchaser and the applicable service support center within thirty (30) days following the Effective Date of this Commitment Agreement or request by Purchaser, as applicable. Distributor will work with Purchaser if Purchaser has developed a disaster relief plan and use commercially reasonable efforts to increase carrying levels of inventory of Products to be supplied to Purchaser in the event of a disaster or emergency, and to monitor and update such inventory of Products on a regular basis in accordance with mutually agreed upon terms between Distributor and Purchaser.

19. **Distributor Reporting Requirements**. Distributor agrees to provide each of the reports set forth below to Purchaser, and applicable Facilities, during each business review in the form reasonably requested by Purchaser. Each report will be available at GPO, Integrated Delivery Network (IDN) and account level.

a. Total Purchase History. Total roll-up sales, by month, for prior year and current year-to-date.

b. Total Purchase History by Category. Total sales by Contract Product and Non-Contract Product.

c. Trend Analysis Report. A line graph that shows sales trend, by month, for reports in subsections (a) and (b) above.

d. Purchase Trend Analysis. A line graph of month-to-month purchases for the prior year and year-to-date.

e. On-Time Delivery. Table containing summary of deliveries for each location made by Distributor with average early/late relative to stated delivery time (in minutes).

f. Price Parity. Report containing pricing comparison of HealthTrust contracted items across all Purchaser accounts.

g. Shipping and Handling. Spend report by category (e.g., shipping charges: overnight, standard, non-standard, drop ship, etc., and handling charges by month and year-to-date).

h. Autosubs. Reports outlining autosub tables currently in place and financial impact from items that were autosubbed.

i. Backorder/Allocation. Reports outlining items that are currently on availability alert. Open backorder listing showing dates and status.

j. Regulatory Reports. DSCSA reporting (T3 documents), controlled substance usage and auditing reports, and any other pertinent regulatory required reports that Purchaser is required to maintain as stipulated by an authorizing entity such as federal, state, or local governments.

k. Stock Item Report. Report outlining Stock Items at Purchaser's primary distribution center and any items that are being removed from the Stock Item.

l. Contract Sequencing Report. Distributor will provide monthly reports to HealthTrust on contract sequencing at an item and account level, upon request.

m. Generic Source Report. Reports outlining the formulary and backup formulary items that are a part of Distributor's Generic Source program.

n. Blocking Report. Report listing all Products blocked by Purchaser accounts.

o. Payment Terms Report. Report outlining payment terms at a Group level. If sites within a Group have different payment terms, report will show each site organized by separate payment terms.

p. Exclusions Reports. Reporting related to any Products or Services excluded from the Performance Calculation Transparency Reporting (see subsection q below), including but not limited to administrative fees, GPO fees, rebates, Fill Rate, and COGS discounts, under this Commitment Agreement.

q. Performance Calculation Transparency Reporting. Reports detailing data used in calculations that affect this or are required by this Commitment Agreement.

r. Other. Distributor agrees to provide mutually agreed upon reports upon reasonable request and in a mutually agreed upon format on Distributor Reporting to HealthTrust and/or Purchaser.

20. **Distributor Reporting Specifications for Purchaser**. Distributor will provide to Purchaser or its designee, data files containing all of Distributor's data with respect to transactions made by all Facilities under this Commitment Agreement, including, but not limited to, Purchaser's purchase history with Distributor, from which Purchaser may create additional reports for itself. The data files will be in EDI, eXtensible Markup Language ("**XML**") or other mutually agreed upon format and will be available in accordance with a mutually agreed upon schedule, but no less frequently than weekly. Distributor will, at a minimum, make available to Purchaser the following records electronically:

a. Information regarding Purchaser's customer account with Distributor, including account number, GPOID, name, and address;

b. Purchase orders, including header information, line item information, invoices, including header information, line item information, any discounts, or markups;

c. Product Catalog. The master file of all Products available to Purchaser from Distributor that includes the COGS category and any other categories specified within this Commitment Agreement;

d. Purchaser Product Catalog. The master file of all Products available to Purchaser from Distributor, including the Purchaser-specific prices to be paid by Purchaser per the terms of the HealthTrust Agreement or this Commitment Agreement;

e. Unavailability Report. Products unavailable to Purchaser and reasons for the unavailability (manufacturer backorder, etc.);

f. Item Inventory. Directional item inventory levels by distribution center; and

g. Distributor will also provide to Purchaser, as frequently as mutually agreed upon, but no less than monthly, copies of the Mandatory Reports for Purchaser; reports will be itemized and in the aggregate.

21. Performance Service Level Requirements.

21.1. [redacted]

21.2. [redacted]

[redacted]

21.3. [redacted]

22. Return of Products. Distributor will process returned Products purchased from Distributor, in accordance with its Return Goods Policy, a current copy of which is attached hereto as Attachment E.

23. Assignment. This Commitment Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Purchaser may only assign its rights or delegate its duties under this Commitment Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with Distributor's written consent. Purchaser consents to Distributor assigning part or all of its obligations to any Affiliate

and to assigning or granting a security interest in this Commitment Agreement in connection with any financing or securitization by Distributor or any Affiliate.

24. **Notice of Change**. Purchaser will promptly notify Distributor in writing of changes in ownership, name, business form (e.g., sole proprietorship, partnership, or corporation) or state of incorporation or formation of Purchaser and each Facility, or any intent to sell, close, move or modify its operations or that of any Facility.

25. **Discounts and Rebates**. If and to the extent any discount, credit, rebate or other purchase price reduction is paid or applied by Distributor with respect to the Products purchased under this Commitment Agreement, such discount, credit, rebate or other purchase price reduction will constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)), on the Products purchased by Purchaser or any Facility under the terms of this Commitment Agreement. Distributor, Purchaser and each Facility will use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, Purchaser and Facilities may have an obligation to accurately report, under any state or federal program which provides cost or charge-based reimbursement for the Products or Services covered by this Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Purchaser and/or each Facility.

26. **Compliance Agreement**.

26.1. Purchaser represents and warrants that Purchaser:

a. will abide by all applicable laws, rules, regulations, ordinances, and guidance of the federal Drug Enforcement Administration ("**DEA**"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances;

b. has documented policies and procedures governing the exercise of its corresponding responsibility to maintain effective controls against the diversion of controlled substances and listed chemicals; and

c. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose.

26.2. Purchaser acknowledges that Distributor has a controlled substance monitoring program ("**CSMP**"), and Purchaser understands and acknowledges that a condition precedent to receiving any controlled substance from Distributor is approval by CSMP personnel.

26.3. Purchaser represents and warrants that Purchaser will cooperate in good faith with any reasonable request by Distributor to Purchaser for data or information that Distributor deems helpful for its CSMP, subject to the execution of any confidentiality agreements necessary to facilitate the transfer of any requested data or information from Purchaser to Distributor as reasonably requested by Purchaser. Purchaser's cooperation includes, without limitation: providing accurate information and data in response to Distributor's requests, allowing Distributor to conduct site visits at Purchaser's pharmacy locations, and performance of audits of Purchaser's pharmacy books and record specific to prescription drugs.

26.4. Purchaser represents and warrants that any information or data provided by Purchaser to Distributor in connection with the operation of Distributor's CSMP will be truthful and accurate, and Purchaser acknowledges that Distributor will rely on such information and data.

26.5. Notwithstanding any other provision in this or any other agreement between the parties, Purchaser agrees that Distributor has the right to immediately suspend, terminate, or limit the distribution of controlled substances, listed chemicals, and other products monitored by Distributor through its CSMP to Purchaser's individual DEA registrant at any time based on a reasonable concern Distributor's CSMP has regarding that registrant's ability to maintain effective controls against diversion in compliance with 21 CFR §1301.71. If Distributor suspends, terminates, or limits the distribution of controlled substances, listed chemicals, or other products monitored by Distributor to Purchaser's individual DEA registrant, Distributor may suspend, terminate, or limit the distribution of any other Products to that DEA registrant. In the event Distributor exercises such right, the affected DEA registrant will have the right to purchase such Product(s) from other sources, and such

purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement.

26.6. Purchaser represents and warrants that Purchaser will immediately notify Distributor if it becomes aware that Purchaser or any of its owners, employees, or independent contractors is or has been the subject of an investigation or disciplinary action by the Drug Enforcement Administration, a state Board of Pharmacy, or any other governmental entity related to the dispensing, ordering, storage, handling, or prescribing of controlled substances or any other Product. This will include, but not be limited to, notification of any proposed or final suspension, probation, termination, fine, consent order, agreement, or citation regarding Purchaser's activities including the licensure or registration of Purchaser or any of its owners, employees, or independent contractors. Any such notice must be sent to: gmb-CardinalHealth-CSMP-Inquiries@cardinalhealth.com.

26.7. Distributor has the right to immediately suspend, terminate, or otherwise limit the distribution of any Products to Purchaser's individual DEA registrant if Distributor learns that Purchaser's individual DEA registrant was subjected to discipline or the target of any investigation by the Drug Enforcement Administration, a state Board of Pharmacy, or any other a regulatory entity focused on the DEA registrant's ability to maintain effective controls against diversion in compliance with 21 CFR §1301.71. In the event Distributor exercises such right, Purchaser's individual DEA registrant will have the right to purchase such Product(s) from other sources, and such purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement.

27. **Force Majeure**. The parties obligations under this Commitment Agreement and the HealthTrust Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, strikes or labor disputes, manufacturer or delivery disruptions, acts of God, or other causes, to the extent the foregoing are beyond the reasonable control of the affected party and that there is no reasonable work-around available to meet the obligations of the affected party under this Commitment Agreement. During any time period Distributor is unable to provide any Product to Purchaser due to a Force Majeure reason, Purchaser will have the right, at Purchaser's sole cost and expense, to purchase such Product(s) from other sources and such purchases will not be considered in determining compliance with any commitment requirement under this Commitment Agreement. If a Force Majeure event continues for Distributor or Purchaser for more than three (3) months, and such Force Majeure event is sufficiently material to the point of eliminating the essential purpose of this Commitment Agreement, then the other party will have the right to terminate this Commitment Agreement upon thirty (30) days written notice. If a Force Majeure event occurs that impacts Purchaser's ability to timely pay for Products purchased up to the date of such Force Majeure event, Distributor and Purchaser will make good faith efforts to establish an acceptable payment plan for such Product purchases.

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

29. **Notices**. All notices required under this Commitment 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 Purchaser: University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

With a copy to:	University Medical Center of Southern Nevada Attn: Pharmacy Department 1800 W. Charleston Blvd. Las Vegas, NV 89102
If to Distributor:	Cardinal Health 110, LLC Cardinal Health 112, LLC Attn: General Counsel 7000 Cardinal Pl. Dublin, OH 43017

30. **Miscellaneous**. The laws of the state of Nevada will govern this Commitment Agreement without reference to conflicts of law provisions. Once fully executed, this Commitment Agreement supersedes all prior oral or written agreements by the parties that relate to its subject matter. To the extent the terms of this Commitment Agreement conflicts with the terms of the HealthTrust Agreement, the terms of the HealthTrust Agreement will control, unless this Commitment Agreement expressly states otherwise and has been approved in writing by HealthTrust. Any waiver or delay in enforcing this Commitment Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. Captions are intended for convenience of reference only. This Commitment Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors. This Commitment Agreement may be executed in any number of counterparts, each of which will be an original, but all of which, together, will constitute one and the same agreement. Upon execution of this Commitment Agreement, Distributor will provide a copy of same to HealthTrust.

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

[Signature Page Follows]

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

1800 W. Charleston Blvd.
Las Vegas, NV 89102-2386

By: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

Principal Contact Person –
University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

Name: Brian Pomykacz, PharmD

Phone: (702) 765-7978

Fax: (702) 383-2052

Email: Brian.Pomykacz@umcsn.com

Cardinal Health 110, LLC
Cardinal Health 112, LLC

7000 Cardinal Place
Dublin, OH 43017

By: Christy Cummings

Name: Christy Cummings

Title: Executive Sales Director

Date: 7/14/2026

Principal Contact Person –
Cardinal Health 110, LLC and Cardinal Health 112, LLC

Name: Diamond Maddox

Phone: 614-757-0514

Fax: (614) 495-5669

Email: diamond.maddox@cardinalhealth.com

ATTACHMENT A

Facility Listing

Facility Name	Street Address	City	State	Zip	# of Scheduled Deliveries Per Week (at no additional charge)
ASP CARES 340B	501 S RANCHO DR STE G46	LAS VEGAS	NV	89106-4835	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
COMM A WALGREENS 340B	901 S RANCHO DRIVE SUITE 20	LAS VEGAS	NV	89106-3815	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 2929 340B	7190 W CRAIG RD	LAS VEGAS	NV	89129-6512	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 2955 340B	3290 S FORT APACHE RD	LAS VEGAS	NV	89117-0738	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 5043 340B	9695 S MARYLAND PKWY	LAS VEGAS	NV	89123-5950	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 5792 340B	2425 EAST DESERT INN ROAD	LAS VEGAS	NV	89121-3616	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 8780 340B	10400 WEST CHARLESTON BLVD	LAS VEGAS	NV	89135-1035	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 8790 340B	3550 W SAHARA AVE	LAS VEGAS	NV	89102-5867	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 8804 340B	1408 W CRAIG RD	NORTH LAS VEGAS	NV	89032-0210	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 8821 340B	8320 W CHEYENNE AVE	LAS VEGAS	NV	89129-2147	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS 8824 340B	4411 E BONANZA RD	LAS VEGAS	NV	89110-3385	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 06717 340B	60 NORTH VALLE VERDE DR	HENDERSON	NV	89074-1756	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 10861 340B	8491 FARM RD	LAS VEGAS	NV	89131-8241	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 1507 340B	2935 S HOLLYWOOD BLVD	LAS VEGAS	NV	89122-3715	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 16079 340B	4001 S MARYLAND PKWY	LAS VEGAS	NV	89119-7556	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 16202 340B	605 N STEPHANIE ST	HENDERSON	NV	89014-2612	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 16562 340B	8750 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5452	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

CVS PHARMACY 16854 340B	4155 S GRAND CANYON DR	LAS VEGAS	NV	89147-7123	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 17465 340B	350 W LAKE MEAD PKWY	HENDERSON	NV	89015-7379	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 17578 340B	695 S GREEN VALLEY PKWY	HENDERSON	NV	89052-0404	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 2930 340B	4595 E FLAMINGO RD	LAS VEGAS	NV	89121-4738	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 2989 340B	4755 WEST ANN ROAD	NORTH LAS VEGAS	NV	89031-3424	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 2990 340B	6391 W LAKE MEAD BLVD	LAS VEGAS	NV	89108-2646	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 5113 340B	7295 SOUTH RAINBOW BLVD	LAS VEGAS	NV	89118-4629	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 5286 340B	21 W HORIZON RIDGE PARKWAY	HENDERSON	NV	89012-5307	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 6867 340B	4490 PARADISE ROAD	LAS VEGAS	NV	89169-6573	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 7251 340B	7285 ALIANTE PKWY	NORTH LAS VEGAS	NV	89084-2373	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8784 340B	8116 S LAS VEGAS BLVD	LAS VEGAS	NV	89123-1015	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8787 340B	1551 W SUNSET BLVD	HENDERSON	NV	89014-6636	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8789 340B	100 S NEVADA HIGHWAY 160	PAHRUMP	NV	89048-2130	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8791 340B	8580 W CHARLESTON BLVD	LAS VEGAS	NV	89117-1238	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8794 340B	1600 N BUFFALO DRIVE	LAS VEGAS	NV	89128-8900	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8795 340B	2662 W HORIZON RIDGE PKWY	HENDERSON	NV	89052-2844	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8798 340B	5985 W TROPICANA RD	LAS VEGAS	NV	89103-4814	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8800 340B	6705 E LAKE MEAD BLVD	LAS VEGAS	NV	89156-1101	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8803 340B	2855 S NELLIS BLVD	LAS VEGAS	NV	89121-7505	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

CVS PHARMACY 8805 340B	3810 EAST SUNSET RD	LAS VEGAS	NV	89120-3917	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8807 340B	5681 BOULDER HIGHWAY	LAS VEGAS	NV	89122-7201	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8808 340B	2011 E LAKE MEAD BLVD	NORTH LAS VEGAS	NV	89030-7135	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8809 340B	4014 S RAINBOW BLVD	LAS VEGAS	NV	89103-2011	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8813 340B	1017 NEVADA WAY	BOULDER CITY	NV	89005-1801	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 8822 340B	2594 WIGWAM PKWY	HENDERSON	NV	89074-6226	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 9548 340B	2501 ANTHEM VILLAGE DR	HENDERSON	NV	89052-5504	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
CVS PHARMACY 9770 340B	2830 BICENTENNIAL PKWY	HENDERSON	NV	89044-4476	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
GENOA HEALTHCARE LLC 340B	701 SHADOW LN 110	LAS VEGAS	NV	89106-4132	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
GENOA HEALTHCARE LLC 340B	610 BELROSE ST STE 150	LAS VEGAS	NV	89107	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 701 LLC 340B	8131 W BOSTIAN RD STE A350	WOODINVILLE	WA	98072-5029	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 702 340B	1050 PATROL RD	JEFFERSONVILLE	IN	47130-7750	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 704 INC 340B	5627 UNIVERSITY HTS STE 108	SAN ANTONIO	TX	78249-3583	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 705 LLC 340B	1100 LEE BRANCH LN	BIRMINGHAM	AL	35242-7298	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 707 INC 340B	4900 RIVERGRADE RD STE E110	IRWINDALE	CA	91706-1460	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUM PHARMACY 801 340B	24416 N 19TH AVE. STE 100	PHOENIX	AZ	85085-1887	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
OPTUMRX 340B	6800 W 115TH ST STE 600	OVERLAND PARK	KS	66211-9838	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
SAFECOR UMC IP PHARMACY	4060 BUSINESS PARK DR STE B	COLUMBUS	OH	43204-5047	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
SMITHS PHARMACY 354 340B	3850 FLAMINGO ROAD	LAS VEGAS	NV	89121-6227	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

UMC INPATIENT PHARMACY	1800 W CHARLESTON BLVD	LAS VEGAS	NV	89102-2329	ONE (1) DELIVERY PER DAY, SIX (6) DAYS A WEEK (MONDAY - SATURDAY)
WALGREENS 03841 340B	6101 W LAKE MEAD BLVD	LAS VEGAS	NV	89108-2660	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS 03915 340B	6401 WEST CHARLESTON BLVD STE 100	LAS VEGAS	NV	89146-1118	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS 03922 340B	7599 W LAKE MEAD BLVD	LAS VEGAS	NV	89128-0274	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS 04854 340B	4771 WEST CRAIG ROAD	NORTH LAS VEGAS	NV	89032-2501	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS CENRAL FILL 21372 340B	120 N 83RD AVE STE 200	TOLLESON	AZ	85353-2326	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 02598 340B	7685 SOUTH RAINBOW BLVD	LAS VEGAS	NV	89139-5477	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 03843 340B	2995 E FLAMINGO RD	LAS VEGAS	NV	89121-5214	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 03844 340B	5011 E SAHARA AVE	LAS VEGAS	NV	89142-2911	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 03872 340B	8633 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5406	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 03873 340B	6865 W TROPICANA AVE	LAS VEGAS	NV	89103-4383	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 04137 340B	9415 W DESERT INN	LAS VEGAS	NV	89117-6765	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 04242 340B	9420 W LAKE MEAD	LAS VEGAS	NV	89134-8312	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 04856 340B	3400 BOULDER HWY	LAS VEGAS	NV	89121-1522	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 05814 340B	1445 W CRAIG ROAD STE 100	NORTH LAS VEGAS	NV	89032-0211	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 06310 340B	6820 W ANN	LAS VEGAS	NV	89130-1113	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 06311 340B	3808 E TROPICANA AVE	LAS VEGAS	NV	89121-6021	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 07032 340B	2451 HAMPTON ROAD	HENDERSON	NV	89052-7086	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 07450 340B	4875 S FORT APACHE RD	LAS VEGAS	NV	89147-7944	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

WALGREENS DRUG 07841 340B	10510 SOUTHERN HIGHLAND PKWY	LAS VEGAS	NV	89141-4373	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 10215 340B	8595 W WARM SPRINGS RD	LAS VEGAS	NV	89113-3625	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 10783 340B	6495 N DECATUR BLVD	LAS VEGAS	NV	89131-2960	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 11206 340B	8582 BLUE DIAMOND RD	LAS VEGAS	NV	89178-9202	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 11668 340B	6390 BOULDER HIGHWAY	LAS VEGAS	NV	89122-7439	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 11766 340B	4930 BLUE DIAMOND RD	LAS VEGAS	NV	89139-7604	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS DRUG 12641 340B	9300 WEST SAHARA AVE	LAS VEGAS	NV	89117-5351	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 03842 340B	2389 EAST WINDMILL LANE	LAS VEGAS	NV	89123-2037	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 04086 340B	4470 E BONANZA ROAD	LAS VEGAS	NV	89110-6330	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 10190 340B	565 E CENTENNIAL PKWY	NORTH LAS VEGAS	NV	89081-5633	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 10782 340B	5610 CENTENNIAL CENTER BLVD	LAS VEGAS	NV	89149-7104	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 10862 340B	2421 E BONANZA RD	LAS VEGAS	NV	89101-3400	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 11899 340B	6485 S FORT APACHE RD	LAS VEGAS	NV	89148-6742	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 2590 340B	6435 ALIANTE PKWY	NORTH LAS VEGAS	NV	89084-3196	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 3845 340B	2280 N LAS VEGAS BLVD	NORTH LAS VEGAS	NV	89030-5803	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 3871 340B	1701 NORTH GREEN VALLEY PKWY STE 14	HENDERSON	NV	89074-5885	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 4197 340B	8500 W CHEYENNE AVE	LAS VEGAS	NV	89129-7262	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 4755 340B	3480 S JONES BLVD	LAS VEGAS	NV	89146-6709	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 4855 340B	6001 W CHEYENNE AVENUE	LAS VEGAS	NV	89108-4205	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

WALGREENS STORE 5014 340B	7845 W FLAMINGO ROAD	LAS VEGAS	NV	89147-4219	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5154 340B	4905 W TROPICANA AVE	LAS VEGAS	NV	89103-5077	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5311 340B	1180 E FLAMINGO RD	LAS VEGAS	NV	89119-3449	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5369 340B	1500 S BOULDER HWY	HENDERSON	NV	89015-8506	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5479 340B	385 E SILVERADO RANCH BLVD	LAS VEGAS	NV	89183-4428	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5570 340B	6650 E LAKE MEADE BLVD	LAS VEGAS	NV	89156-7033	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5619 340B	3030 LAS VEGAS BLVD N	NORTH LAS VEGAS	NV	89030-5756	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 5862 340B	401 N ARROYO GRANDE BLVD	HENDERSON	NV	89014-3974	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 6227 340B	451 S DECATUR BLVD	LAS VEGAS	NV	89107-2805	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 6424 340B	1360 W HORIZON RIDGE PARKWAY	HENDERSON	NV	89012-2462	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 6425 340B	900 N RANCHO DRIVE	LAS VEGAS	NV	89106-1005	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 6545 340B	11001 S EASTERN AVENUE	HENDERSON	NV	89052-2954	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 7164 340B	101 E LAKE MEADE PKWY STE 100	HENDERSON	NV	89015-5532	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE 7864 340B	7755 N DURANGO DR	LAS VEGAS	NV	89131-8190	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)
WALGREENS STORE12539 340B	6825 N DURANGO DR	LAS VEGAS	NV	89149-4594	TWO (2) DELIVERIES PER WEEK ON MUTUALLY AGREED UPON DAYS (MONDAY - FRIDAY)

ATTACHMENT B

Pricing Matrix

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

ATTACHMENT C

Cardinal Health
7000 Cardinal Place
Dublin, OH 43017
614.757.5000 main
www.cardinalhealth.com

Cardinal Health Returned Goods Authorization
Ongoing Assurance

The undersigned customer, on behalf of itself and each pharmacy location (collectively, "**Customer**") of Cardinal Health 110, LLC and Cardinal Health 112, LLC, (collectively, "**Distributor**") hereby agrees that this document is being delivered to confirm Customer's compliance with applicable federal, state, and local laws / guidelines concerning returned goods and will apply to all returns by Customer to Distributor from time to time and will supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Distributor.

Customer represents, warrants, and guarantees to Distributor that: (a) each such return will be made only to the specific Distributor from which the item was originally purchased; (b) each such return will be accompanied by Distributor's credit request form ("**Return Form**"), which will specify both Customer's and Distributor's name and address, the date of the return, the quantity and description of the product returned, and such other information as may reasonably be requested on Distributor's Return Form; (c) Customer will retain a copy of each Return Form and related credit memo and make such documentation available to the manufacturer and to authorized federal, state, and local law enforcement officers upon request; (d) the credit claimed or accepted by Customer for any such return will not exceed the original purchase price paid to Distributor; and (e) all merchandise returned to Distributor has been stored and handled by Customer in accordance with all applicable federal, state, and local laws, manufacturer guidelines when disclosed to Customer by the manufacturer or Distributor, and good trade practices, and such merchandise has not been adulterated or misbranded by Customer within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state, and other applicable requirements and guidelines.

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

1800 W. Charleston Blvd.
Las Vegas, NV 89102-2386

_____
By Authorized Person / Title (Print)

_____ _____
Date Signature of Authorized Person

ATTACHMENT D

340B Contract Pharmacy Set-up Fee Policy

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

ATTACHMENT E

Return of Goods Policy

Cardinal Health Pharmaceutical Distribution
Returned Goods Policy

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

June 26th, 2026

Kristine Sy, MBA
Contracts Specialist – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Pharmacy Distribution, Standard.

Dear Ms. Sy:

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

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

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

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

The above-described process was followed with respect to the Pharmacy Distribution, Standard category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Pharmacy Distribution, Standard were AmerisourceBergen Drug Corp, Cardinal Health Pharmaceutical, Morris & Dickson Co., and McKesson Pharmaceutical. Contracts were executed in December 2025 with AmerisourceBergen Drug Corp, Cardinal Health Pharmaceutical, Morris & Dickson Co., and McKesson Pharmaceutical

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Michelle Sanchez

Account Director, Member Services

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Cardinal Health 110, LLC	
(Include d.b.a., if applicable)		
Street Address:	7000 Cardinal Place	**Website:** www.cardinalhealth.com
City, State and Zip Code:	Dublin, Ohio 43017	**POC Name:** **Email:**
Telephone No:	614-757-5000	**Fax No:** 614-757-6000
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attached for Corporate Officers and Directors		

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

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

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

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

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

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

Signature	Raul Aponte Print Name
Vice President, Tax Title	07/06/2026 Date

Corporate Officers and Directors – Cardinal Health 110, LLC

Chief Executive Officer – Pharmaceutical Segment	Deborah Weitzman
Chief Financial Officer – Pharmaceutical Segment	Annie Lange
Chief Legal and Compliance Officer	Jessica Mayer
Senior Vice President – General Manager, Pharmaceutical Distribution	Angela Perrie
Senior Vice President & Treasurer	Scott Zimmerman
Senior Vice President – Tax	John Martin
Vice President – Tax	Raul Aponte
Vice President – Global Trade Operations	Maryam Duffey
Vice President – Human Resources Officer	Adam Zaller
Vice President – Quality Assurance	Julie Webb
Director, Regulatory Management	Keegan Chamberlain
Secretary	Laura Dhaliwal
Assistant Treasurer	Brent Withrow
Assistant Treasurer	Jeff Cui
Assistant Secretary	Craig Moore
Assistant Secretary	Miriam Deason

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Cardinal Health 112, LLC	
(Include d.b.a., if applicable)		
Street Address:	7000 Cardinal Place	**Website:** www.cardinalhealth.com
City, State and Zip Code:	Dublin, Ohio 43017	**POC Name:** **Email:**
Telephone No:	614-757-5000	**Fax No:** 614-757-6000
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attached for Corporate Officers and Directors		

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

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

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

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

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

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

Signature

Raul Aponte
Print Name

Vice President, Tax
Title

07/06/2026
Date

REVISED 7/25/2014

Corporate Officers and Directors – Cardinal Health 112, LLC

Chief Executive Officer – Pharmaceutical Segment	Deborah Weitzman
Chief Financial Officer – Pharmaceutical Segment	Annie Lange
Chief Legal and Compliance Officer	Jessica Mayer
Senior Vice President & Treasurer	Scott Zimmerman
Senior Vice President – Tax	John Martin
Vice President – Tax	Raul Aponte
Vice President – Global Trade Operations	Maryam Duffey
Vice President – Human Resources Officer	Adam Zaller
Vice President – Quality Assurance	Julie Webb
Director, Regulatory Management	Keegan Chamberlain
Secretary	Laura Dhaliwal
Assistant Treasurer	Brent Withrow
Assistant Treasurer	Jeff Cui
Assistant Secretary	Craig Moore
Assistant Secretary	Miriam Deason

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
July 29, 2026

Agenda Item #

14

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
July 29, 2026

Agenda Item #
15

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

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

Recommendation:

That the Governing Board receive the monthly financial report for June FY26; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
July 29, 2026

Agenda Item #
16

UMC
UNIVERSITY MEDICAL CENTER

June 2026 Financials

GB Meeting

KEY INDICATORS – JUNE

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var	12-Mo Avg	Variance	% Var
APDs	18,375	18,449	(74)	(0.40%)	18,161	214	1.18%	18,840	(465)	(2.47%)
Total Admissions	1,821	2,023	(202)	(9.99%)	1,992	(171)	(8.58%)	2,004	(183)	(9.11%)
Observation Days	908	883	25	2.83%	883	25	2.83%	870	38	4.35%
ADC	372	374	(2)	(0.48%)	375	(3)	(0.82%)	378	(6)	(1.53%)
ALOS (Admits)	5.81	5.54	0.27	4.89%	5.47	0.34	6.22%	5.50	0.31	5.68%
ALOS (Obs)	1.17	1.13	0.03	2.70%	1.13	0.03	2.70%	1.19	(0.02)	(1.67%)
Hospital CMI	2.09	1.92	0.17	8.85%	1.81	0.28	15.44%	1.84	0.25	13.53%
Medicare CMI	2.28	2.06	0.22	10.68%	2.15	0.14	6.05%	2.02	0.26	12.95%
IP Surgery Cases	845	823	22	2.67%	843	2	0.24%	821	24	2.88%
OP Surgery Cases	770	672	98	14.58%	625	145	23.20%	691	79	11.39%
Transplants	12	20	(8)	(40.00%)	20	(8)	(40.00%)	14	(2)	(12.73%)
Total ER Visits	9,351	9,389	(38)	(0.40%)	9,098	253	2.78%	9,679	(328)	(3.38%)
ED to Admission	13.89%	-	-	-	14.45%	(0.56%)	-	14.55%	(0.66%)	-
ED to Observation	7.14%	-	-	-	7.63%	(0.48%)	-	6.89%	0.25%	-
ED to Adm/Obs	21.04%	-	-	-	22.08%	(1.05%)	-	21.44%	(0.40%)	-
Quick Cares	14,126	21,566	(7,440)	(34.50%)	13,802	324	2.35%	16,574	(2,448)	(14.77%)
Primary Care	5,212	7,224	(2,012)	(27.85%)	6,729	(1,517)	(22.54%)	6,386	(1,174)	(18.39%)
UMC Telehealth - QC	377	499	(122)	(24.45%)	371	6	1.62%	376	1	0.15%
OP Ortho Clinic	3,353	2,715	638	23.51%	2,819	534	18.94%	3,214	140	4.34%
Deliveries	81	108	(27)	(25.00%)	134	(53)	(39.55%)	113	(32)	(28.58%)
Crisis Stabilization Center	416	1,541	(1,125)	(73.00%)	-	416	100.00%	205	212	103.42%
OP Infusion Clinic	589	320	269	84.06%	-	589	100.00%	493	96	19.43%

SUMMARY INCOME STATEMENT – JUNE

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$87,317,217	$91,497,421	($4,180,204)	(4.57%)	
Net Patient Revenue as a % of Gross	16.28%	18.37%	(2.09%)		
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$91,891,774	$95,082,963	$3,191,189	3.36%	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($4,574,557)**	**($3,585,542)**	**($989,015)**	**(27.58%)**	
Add back: Depr & Amort.	$4,734,593	$4,968,625	$234,032	4.71%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$160,036**	**$1,383,083**	**($1,223,047)**	**(88.43%)**	
EBITDA Margin	**0.18%**	**1.51%**	**(1.33%)**		

SALARY & BENEFIT EXPENSE – JUNE

	Actual	Budget	Variance	% Variance	
Salaries	$37,519,300	$39,517,269	$1,997,969	5.06%	
Benefits	$16,675,951	$17,439,764	$763,813	4.38%	
Overtime	$1,160,272	$885,406	($274,866)	(31.04%)	
Contract Labor	$1,155,811	$1,202,605	$46,794	3.89%	
TOTAL	**$56,511,334**	**$59,045,045**	**$2,533,711**	**4.29%**	

EXPENSES – JUNE

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,615,107	$3,075,749	$460,642	14.98%	
Supplies	$16,882,560	$17,794,920	$912,361	5.13%	
Purchased Services	$8,213,409	$7,299,385	($914,024)	(12.52%)	
Depreciation	$2,861,298	$3,128,631	$267,333	8.54%	
Amortization	$1,873,295	$1,839,994	($33,301)	(1.81%)	
Repairs & Maintenance	$1,171,650	$997,750	($173,900)	(17.43%)	
Utilities	$547,504	$645,550	$98,046	15.19%	
Other Expenses	$896,625	$1,080,738	$184,113	17.04%	
Rental	$318,991	$175,200	($143,791)	(82.07%)	
Total Other Expenses	**$35,380,439**	**$36,037,918**	**$657,478**	**1.82%**	

YTD 2026 Financials

GB Meeting

KEY INDICATORS – JUNE YTD

	YTD ACT	YTD BUD	YTD Variance	% Var	Prior Year	YTD Variance	% Var
APDs	226,286	221,889	4,398	1.98%	224,608	1,678	0.75%
Total Admissions	23,871	24,501	(630)	(2.57%)	23,964	(93)	(0.39%)
Observation Cases	8,807	9,243	(436)	(4.72%)	9,243	(436)	(4.72%)
AADC (Hospital)	598	580	18	3.03%	590	8	1.40%
ALOS (Admits)	5.53	5.54	(0.01)	(0.17%)	5.80	(0.28)	(4.80%)
ALOS (Obs)	1.19	1.11	0.08	7.42%	1.11	0.08	7.42%
Hospital CMI	1.86	1.86	(0.00)	(0.02%)	1.86	(0.00)	(0.02%)
Medicare CMI	2.03	2.10	(0.07)	(3.18%)	2.10	(0.07)	(3.18%)
IP Surgery Cases	9,858	9,981	(123)	(1.23%)	9,959	(101)	(1.01%)
OP Surgery Cases	8,440	8,147	293	3.60%	8,183	257	3.14%
Transplants	157	200	(43)	(21.50%)	200	(43)	(21.50%)
Total ER Visits	116,395	111,545	4,850	4.35%	110,801	5,594	5.05%
ED to Admission	14.50%	13.94%	-	0.56%	13.94%	-	0.56%
ED to Observation	6.85%	7.93%	-	(1.08%)	7.93%	-	(1.08%)
ED to Adm/Obs	21.35%	21.88%	-	(0.53%)	21.88%	-	(0.53%)
Quick Cares	194,698	225,291	(30,593)	(13.58%)	214,220	(19,522)	(9.11%)
Primary Care	75,120	91,270	(16,150)	(17.69%)	88,135	(13,015)	(14.77%)
UMC Telehealth - QC	4,523	5,945	(1,422)	(23.92%)	5,584	(1,061)	(19.00%)
OP Ortho Clinic	39,096	31,769	7,327	23.06%	29,062	10,034	34.53%
Deliveries	1,308	1,280	28	2.19%	1,340	(32)	(2.39%)
Crisis Stabilization Center	2,865	16,951	(14,086)	(83.10%)	-	-	-

SUMMARY INCOME STATEMENT – YTD JUNE

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$6,129,083,260	$5,723,720,970	$405,362,290	7.08%
Net Patient Revenue	$1,029,458,370	$1,044,938,461	($15,480,091)	(1.48%)
Other Revenue	$42,150,767	$52,183,216	($10,032,449)	(19.23%)
Total Operating Revenue	**$1,071,609,137**	**$1,097,121,677**	**($25,512,540)**	**(2.33%)**
Net Patient Revenue as a % of Gross	16.80%	18.26%	(1.46%)	

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	**$1,093,636,596**	**$1,133,415,054**	**$39,778,458**	**3.51%**

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	**($22,027,459)**	**($36,293,377)**	**$14,265,918**	**39.31%**
Add back: Depr & Amort.	$57,344,536	$59,170,368	$1,825,832	3.09%
Tot Inc from Ops plus Depr & Amort. (EBITDA)	**$35,317,077**	**$22,876,991**	**$12,440,086**	**54.38%**
EBITDA Margin	**3.30%**	**2.09%**	**1.21%**	-

SALARY & BENEFIT EXPENSE – JUNE YTD

	Actual	Budget	Variance	% Variance	
Salaries	$455,709,271	$467,954,276	$12,245,005	2.62%	
Benefits	$208,133,179	$206,469,893	($1,663,287)	(0.81%)	
Overtime	$9,704,677	$11,129,820	$1,425,144	12.80%	
Contract Labor	$15,856,506	$14,944,929	($911,578)	(6.10%)	
TOTAL	**$689,403,633**	**$700,498,918**	**$11,095,284**	**1.58%**	

EXPENSES – JUNE YTD

	Actual	Budget	Variance	% Variance	
Professional Fees	$31,670,146	$35,939,657	$4,269,512	11.88%	
Supplies	$196,377,123	$215,450,539	$19,073,416	8.85%	
Purchased Services	$84,338,968	$88,839,218	$4,500,250	5.07%	
Depreciation	$33,772,905	$36,921,578	$3,148,673	8.53%	
Amortization	$23,571,631	$22,248,790	($1,322,841)	(5.95%)	
Repairs & Maintenance	$12,994,499	$11,898,980	($1,095,519)	(9.21%)	
Utilities	$6,354,433	$6,530,682	$176,249	2.70%	
Other Expenses	$13,563,309	$12,982,487	($580,822)	(4.47%)	
Rental	$1,589,951	$2,104,205	$514,254	24.44%	
Total Other Expenses	**$404,232,963**	**$432,916,136**	**$28,683,173**	**6.63%**	

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
July 29, 2026

Agenda Item #
17

UNLV UPDATES

UMC Governing Board Meeting | July 29, 2026

★ UNLV Health Patient Volume | May 2026

22,850	7,486	13,505	1,859	83
TOTAL UNLV HEALTH ENCOUNTERS	TOTAL UMC PATIENT ENCOUNTERS	TOTAL CLINIC ENCOUNTERS	SURGICAL PROCEDURES AT UMC	BABY DELIVERIES

★ New Program: Forensic Pathology (First fellow starting in July 2026)

New Interns (88) Orientation/Start Date: June 15, 2026, **Fellows** Orientation/Start Date: July 1, 2026

Medical School: Welcome Ceremony with family & partners on July 17, 2026 / Class started on July 20, 2026

★ Community Engagement & Events

- 6 Back-to-school Events in the Community

RHTP WRRAP Grant to fund the Healthcare Exposure Rural Outreach **(HERO)** Pipeline Program

★ Research & Academic Collaboration FY26

Total Active Grants	Clinical Trials	Joint Publications with Hospital Staff	Student/Resident/Fellow Research Projects
44 Grant Awards $19.1 Mil.	**11 Active Clinical Trials**	**30 Published, 24 Submitted**	**113**

★ Physician Recruitment Update (Total 6 New Hires) | July 2026

- General Surgery — **START Date**: July 1, 2026
- Psychiatry — **START Date**: September 1, 2026
- Trauma Surgery — **START Date**: October 1, 2026
- Internal Medicine — **START Date**: July 1, 2026
- **START Date**: August 1, 2026
- **START Date**: December 1, 2026

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
July 29, 2026

Agenda Item #
18

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Election of Chair and Vice Chair**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board elect a Chair and Vice Chair to the Governing Board to serve a two-year term ending January 2028; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

Board Officers shall include a Chair of the Board and Vice-Chair of the Board and such other officers as the Governing Board may authorize, and shall be elected by the Board members at the Annual Meeting or as otherwise required. Board Officers shall serve for terms of two years and until their respective successors are elected and have qualified. Board Officers may succeed themselves and may at any time be removed by a majority vote of the Governing Board with or without cause.

Cleared for Agenda
July 29, 2026

Agenda Item #
19

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