



UMC Audit and Finance Committee Meeting

Wednesday, June 17, 2026 - 2:00 pm

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
June 17, 2026 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Suite (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and at 901 Rancho Lane, Las Vegas, NV (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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

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 Committee 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 Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

2. Approval of the minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee held on May 20, 2026. (For possible action).

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly and year-to-date financial reports for May FY26; and direct staff accordingly. (*For possible action*)

5. Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
6. Review and recommend for ratification by the Governing Board the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*
7. Review and recommend for ratification by the Governing Board the Letter of Agreement with A-G Specialty Insurance, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement and Addendum with Propio LS, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to exercise any renewal options; or act as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Agreements with Abbott Laboratories Inc., for structural heart products; authorize the Chief Executive Officer to execute any extension options and future amendments; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for award by the Governing Board the RFP No. 2026-04 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)*
11. Review and recommend for award by the Governing Board the RFI No. 2026-09 Oral and Maxillofacial Surgery Services to multiple providers; approve the Professional Services Agreements and authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*
12. Review and discuss the proposed Organizational Goals for FY2027; and direct staff accordingly. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE 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 Audit and Finance Committee Meeting
May 20, 2026

Emerald Conference Room
Delta Point Building, 1st Floor
901 Rancho Lane
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:00 p.m. by Chair Harry Hagerty and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Harry Hagerty, Chair
Bill Noonan
Donald Mackay, M.D. (via Teams)
Christian Haase (via Teams)

Absent:

Mary Lynn Palenik (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Lia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Hagerty asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the special meeting of the UMC Governing Board Audit and Finance Committee meeting on April 15, 2026 and the regular meeting of the UMC Governing Board Audit and Finance Committee held on April 22, 2026. (For possible action)

A motion was made by Member Noonan to approve the minutes as presented. Motion carried by a majority vote.

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

A motion was made by Member Noonan to approve the agenda as amended. Motion carried by unanimous vote.

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive monthly and year-to-date financial report for April FY26; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- April FY26 Financial Report

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for April.

Admissions were 22 cases above budget. Length of stay was 5.39. Hospital acuity was 1.81, and Medicare CMI was 1.76. Ms. Wakem commented that there were not many high-acuity Medicare cases during the month.

Inpatient surgeries were 46 cases above budget. Outpatient surgeries were up by 111 cases. Chair Hagerty would like the team to develop a capacity utilization statistic to help staff monitor the ratio of surgical cases that could be performed each week. Mr. Marinello responded that the team is working to rewrite Epic to extract the data.

There were 672 additional ER cases reported for the month. The overall ER conversion rate was consistent with the prior month. Quick care volumes were down, and primary care locations were 20% below budget. Ms. Wakem added that the 24/7 quick care location, scheduled to open in April, is still under construction, contributing to the below-budget statistic. The 24/7 quick care location is now on track to open in October.

Telehealth had 349 visits for the month. Ortho volumes were up by 983 cases, which was a record high. There were 104 deliveries. The Crisis Stabilization Clinic (CSC) saw 377 visits. The OP Infusion Clinic saw 646 patients.

In trended stats, admissions were up as compared with the 12-month average. ALOS was down slightly at 5.39. Medicare CMI was down. Inpatient surgeries were above the 12-month average by 47 patients, and outpatient cases were up 94 cases. The ER had 424 more cases. Ortho was a record high.

In payor mix trends, Medicare was down 2.5%, but commercial was up 2.56%. Payor mix by type was shown as informational.

The April income statement showed net patient revenue \$700K above budget. Other revenue was down approximately \$1.2 million. Ms. Wakem added that this is the first month that the county subsidy for the CSC was not received to supplement the operation of the CSC, because the \$5 million was exhausted. A discussion ensued regarding assistance in FY2027. Ms. Wakem responded that the County would like to continue with the CSC, and the \$5 million should be sufficient moving forward.

Total operating revenue was \$500K below budget. Operating expenses were down and EBITDA was \$2.6 million on a budget of \$1.8 million, leaving the month \$700K above budget. There was a brief discussion regarding net-to-gross charge variance, and the impact of it being down.

The year-to-date income statement showed net patient revenue down \$11.5 million and other revenue down \$8 million. Total operating revenue was \$19 million below budget, and operating expenses were \$35 million below budget. EBITDA was \$33 million on a budget of \$20 million, which was approximately \$13.8 million over budget, year-to-date.

Salaries were strong for the month. Labor was \$1.4 million under budget. Contract labor was slightly over budget. All other expenses were \$500K over budget, driven primarily by purchased services. Ms. Wakem is hopeful that the State will secure the new supplemental payment program, with an effective date of April 1st.

Key financial indicators were reviewed for profitability, labor, liquidity, and cash collections. Net-to-gross was below budget. Ms. Wakem is working on a revenue capture plan to present in the future. Cost to collect was in the red and cash collections were also in the red. Labor was in the green.

Organizational goals were reviewed. Currently, three of the four goals are being met. Ms. Wakem addressed the challenges associated with the goal to reduce denials. She asked the Committee to consider an improvement in rates due to improved contract negotiations, which in turn increased net patient revenue. Chair Hagerty responded that the goal is to address payment of claims.

Finally, Ms. Wakem reviewed the cash flow statement. Approximately \$116 million was received during the month, including supplemental payments. About \$23 million in supplemental payments remains outstanding.

Chair Hagerty asked whether the trend in capital expenditures over the last 10 years has reflected the depreciation of all assets. Ms. Wakem responded that she would provide visibility into that line next month. The FY26 balance sheet highlights were shown.

Lastly, Ms. Wakem reviewed the expense savings related to Iron Mountain storage and document destruction between 2023 and 2026. She added that the MIT team is reviewing other opportunities for cost savings.

FINAL ACTION TAKEN:

None

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem provided the following updates:

Strata Update:

UMC has purchased six modules in Strata. Ms. Wakem reviewed the six different modules and opportunities to retrieve meaningful reporting. The modules that are being used are as follows:

- Decision Support – A Strata expert is coming on board to assist the team in optimization of this module.
- Management Reporting
- Productivity
- Budget
- Strategic Planning – This tool will put the strategic plan in an electronic format.
- Contract Module

Member Noonan asked whether there was an AI component in the module to generate reports. Ms. Wakem responded that there was none in this module, but the team is exploring the use of AI for revenue cycle.

Meeting with the County:

A follow-up meeting is scheduled with the County regarding budget talks. UMC is exploring the option of paying their own IGT.

FINAL ACTION TAKEN:

None taken

ITEM NO. 6 Review and receive recommend for approval by the Governing Board the Amendment Eleven to the Physician Participation Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Primary Care Agreement – Amendment 11
- Disclosure of Ownership

DISCUSSION:

This request is to amend the agreement, which will update the Medicare Advantage Quality Incentive Program for 2026 and update rates.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the amendment and to make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 7 Review and recommend for approval by the Governing Board the Second Amendment to the Hospital Services Agreement with Health Direct Partners for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Hospital Services Agreement – Amendment 2 – Redacted
- Disclosure of Ownership

DISCUSSION:

This request amends the agreement to extend the term through March of 2027, and increase reimbursement rates for a variety of services, including kidney transplant, anesthesiology, and urgent care visits.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the amendment and to make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 8 Review and recommend for approval by the Governing Board the Customer Orders for Pyxis Products for the Med Station Enterprise System with CareFusion Solutions, LLC; and take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Customer Orders - Redacted
- Disclosure of Ownership

DISCUSSION:

This is a request to replace end-of-life machines and to extend the rental and support term for an additional 5 years.

Chair Hagerty asked why UMC would not buy the machines. Mr. Marinello explained the cost savings in leasing the machines.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Master Services Agreement with Commure, Inc. for its AI technology platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Master Services Agreement
- Disclosure of Ownership

DISCUSSION:

This platform includes three key features:

- Ambient AI - which transcribes clinical notes;
- Call Center Agent – which efficiently manages inbound and outbound calls and appointment bookings; and
- Intake, an AI-powered workflow platform that streamlines the referral intake process.

This is a 36-month agreement. Mr. Marinello shared some of the platform's features and the benefits for physicians and patient care. The agreement comes with a 30-day out clause.

Ms. Wakem added that the vendor will be able to provide usage statistics, and staff will monitor the performance and benefits of this technology tool.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for approval by the Governing Board the Rider to Product Supply Agreement with Linde Gas & Equipment Inc., F/K/A Praxair Distribution, Inc., for bulk oxygen and associated delivery services; authorize the Chief Executive Officer to sign the Rider, and execute any extension options and future amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Rider and Original Product Supply Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This agreement extends the vendor's service to provide bulk oxygen for an additional 5 years at a set GPO price through HPG.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the Telemetry Agreement with Philips Healthcare; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- PIC4 MX SES Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This request will allow upgrades to the current telemetry system at UMC, which has reached its end-of-life status. The upgrade will involve replacing servers and adding new monitors. This is a one-time purchase of the equipment, which includes a 5-year service agreement.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Governing Board the Master Agreement with Zimmer Biomet; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Orthogrid Master Agreement
- Disclosure of Ownership

DISCUSSION:

This request is for the Orthogrid system software agreement with Zimmer Biomet, which our orthopedic team uses. The system features three AI-powered orthopedic applications: hip AI, hip preservation, and trauma AI. It uses artificial intelligence to address limitations in orthopedic surgery. The fee is charged per case and per surgery. UMC will receive support and maintenance for the software.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the agreement and to make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 13 Review and recommend for award by the Governing Board RFP No. 2025-14 Workers' Compensation Billing and Collection Services to Medical Reimbursements of America, Inc. d/b/a Revecore; approve the RFP No. 2025-14 Service Agreement; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Service Agreement

DISCUSSION:

In November, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2025-14 for Workers' Compensation Billing and Collection Services. Four responses were received.

Staff recommends awarding the workers' compensation, billing, and collections contract to Revecore. The vendor will identify billing accounts that were denied or underpaid, or provide additional reimbursement. Cost savings will be realized.

FINAL ACTION TAKEN:

A motion was made by Member Noonan to approve the award and to make a recommendation to the Governing Board to approve the award. Motion carried by unanimous vote.

ITEM NO. 14 Discuss preliminary performance objectives for FY2027; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Chair Hagerty noted that goals are generally set in July or August. This year's objective should be more aggressive in driving revenue and managing labor. He commented that the team should find ways to outperform the budget. He focused on two specific objectives:

1. A ten percent year-over-year increase in surgery, and
2. SWB in absolute dollars should not be higher in 2027 than it was in 2026

He asked if the team could compare statistics from other hospitals. The topic of goals will be discussed in the June meeting. The goals should be more aggressive.

Mr. Marinello asked if the goal could be set as a minimum 7% and maximum 10%.

Member Noonan complimented the staff on the margin improvement plan and would like to see a goal focused on what the MIT Committee can achieve during the year to improve expenses and margins. Chair Hagerty agreed and suggested that the team identify five to ten million dollars in revenue expense opportunities and measure itself against that target.

Chair Hagerty returned to discuss labor noted the improvement as a percent of APD. Ms. Wakem reminded the Committee that the goal for 2026 was to review SWB per APD, excluding physicians.

Member Noonan asked how the costs for supplies could be reduced. Ms. Wakem responded that the MIT team is tasked with finding cost savings in contracts.

Chair Hagerty suggested reviewing upcoming contracts to find opportunities for better pricing.

Mr. Van Houweling appreciated the suggestion and noted that the MIT team meets weekly and will remain a sustained group that continues to identify savings opportunities.

A discussion ensued regarding marketing for targeted services. The team is working with the Experience Team to target specific service lines. Mr. Van Houweling suggested providing education on marketing and advertising related to artificial intelligence. Chair Hagerty suggested that the team develop a more targeted, focused advertising approach.

The Chair asked which other areas are considered part of the employed physician model. Mr. Marinello responded that other services, such as urology, neurosurgery, and pain management, have been considered.

Member Noonan would like a follow-up on the possibility of using external advertising from vendors to reduce costs.

FINAL ACTION TAKEN:

None

SECTION 3: EMERGING ISSUES

ITEM NO. 15 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)

FINAL ACTION TAKEN:

None

At this time, Chair Hagerty asked if there were any public comments to be heard on any items not listed on the posted agenda.

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

FINAL ACTION TAKEN:

At the hour of 3:25 p.m., the meeting was adjourned.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

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

Issue: Monthly Financial Reports for May FY26	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly financial report for May FY26; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for May FY26 for the committee’s review and direction.

Cleared for Agenda
June 17, 2026

Agenda Item #

4



May 2026 Financials

AFC Meeting



KEY INDICATORS – MAY



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,191	18,655	535	2.87%	18,823	368	1.95%
Total Admissions	1,988	2,044	(56)	(2.73%)	2,079	(91)	(4.38%)
Observation Days	974	702	272	38.75%	702	272	38.75%
ADC	374	364	10	2.75%	370	5	1.30%
ALOS (Admits)	5.59	5.53	0.06	1.16%	5.38	0.21	3.90%
ALOS (Obs)	1.26	0.99	0.27	27.60%	0.99	0.27	27.60%
Hospital CMI	1.87	1.93	(0.06)	(3.11%)	1.85	0.03	1.08%
Medicare CMI	1.97	2.11	(0.14)	(6.64%)	1.86	0.11	5.91%
IP Surgery Cases	837	850	(13)	(1.53%)	866	(29)	(3.35%)
OP Surgery Cases	680	694	(14)	(2.02%)	700	(20)	(2.86%)
Transplants	16	17	(1)	(5.88%)	17	(1)	(5.88%)
Total ER Visits	10,381	9,688	693	7.15%	9,663	718	7.43%
ED to Admission	13.71%	-	-	-	14.67%	(0.97%)	-
ED to Observation	6.74%	-	-	-	6.79%	(0.05%)	-
ED to Adm/Obs	20.45%	-	-	-	21.46%	(1.01%)	-
Quick Cares	15,920	22,173	(6,253)	(28.20%)	15,921	(1)	(0.01%)
Primary Care	5,106	7,521	(2,415)	(32.11%)	7,289	(2,183)	(29.95%)
UMC Telehealth - QC	381	523	(142)	(27.15%)	357	24	6.72%
OP Ortho Clinic	3,207	2,787	420	15.08%	2,806	401	14.29%
Deliveries	100	111	(11)	(9.91%)	129	(29)	(22.48%)
Crisis Stabilization Center	451	1,541	(1,090)	(70.73%)	-	451	100.00%
OP Infusion Clinic	640	320	320	100.00%	-	640	100.00%

TRENDING STATS



	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	Nov- 25	Dec- 25	Jan- 26	Feb- 26	Mar- 26	Apr- 26	May- 26	12-Mo Avg	Var
APDs	18,823	18,161	18,356	18,748	17,750	18,298	18,402	19,727	20,354	18,397	19,550	19,148	19,191	18,810	381
Total Admissions	2,079	1,992	2,024	1,983	1,888	1,990	1,916	2,137	2,047	1,914	2,108	2,055	1,988	2,011	(23)
Observation Days	702	883	760	863	874	999	924	820	743	813	869	920	974	848	127
ADC	370	375	366	366	361	361	383	389	395	399	377	384	374	377	(3)
ALOS (Adm)	5.38	5.47	5.12	5.69	5.71	5.59	5.29	5.39	5.75	5.18	5.80	5.39	5.59	5.48	0.11
ALOS (Obs)	0.99	1.13	1.07	1.14	1.19	1.22	1.27	1.16	1.16	1.22	1.23	1.17	1.26	1.16	0.10
Hospital CMI	1.85	1.81	1.88	1.90	1.88	1.94	1.81	1.74	1.77	1.82	1.87	1.81	1.87	1.84	0.03
Medicare CMI	1.86	2.15	2.05	2.22	2.08	1.93	2.00	1.74	1.90	2.31	2.12	1.76	1.97	2.01	(0.04)
IP Surgery Cases	866	843	892	827	833	840	803	800	766	741	806	868	837	824	13
OP Surgery Cases	700	625	736	651	637	716	621	688	682	730	747	782	680	693	(13)
Transplants	17	20	14	15	17	12	10	14	11	12	10	14	16	14	2
Total ER Visits	9,663	9,098	9,353	9,694	9,418	9,502	8,998	9,573	10,062	9,137	10,919	10,007	10,381	9,619	762
ED to Admission	14.67%	14.45%	14.88%	13.46%	13.46%	13.56%	14.21%	16.24%	15.72%	15.74%	14.40%	14.75%	13.71%	14.63%	(0.92%)
ED to Observation	6.79%	7.63%	6.94%	7.47%	7.33%	8.25%	7.60%	6.56%	5.33%	6.15%	6.01%	6.69%	6.74%	6.89%	(0.15%)
ED to Adm/Obs	21.46%	22.08%	21.82%	20.93%	20.79%	21.81%	21.82%	22.80%	21.05%	21.89%	20.40%	21.43%	20.45%	21.52%	(1.07%)
Quick Cares	16,278	14,173	13,988	15,862	15,783	16,284	15,785	18,455	18,555	17,919	18,742	17,044	15,920	16,572	(652)
Primary Care	7,289	6,729	7,199	6,679	7,073	7,437	5,866	6,213	6,401	5,791	6,309	5,834	5,106	6,568	(1,462)
UMC Telehealth - QC	357	371	371	346	342	361	361	434	450	376	375	349	381	374	7
OP Ortho Clinic	2,806	2,819	2,952	2,849	3,192	3,515	2,937	3,360	3,510	3,194	3,339	3,688	3,207	3,180	27
Deliveries	129	134	107	145	109	118	126	114	125	95	84	104	100	116	(16)
Crisis Stabilization Center	-	5	40	103	162	132	155	128	251	241	409	377	451	182	269
OP Infusion Clinic	297	257	395	503	398	476	430	438	483	559	693	646	640	465	175

Payor Mix Trend



IP- Payor Mix 12 Mo May- 26

Fin Class	May- 25	Jun- 25	Jul- 25	Aug- 25	Sep- 25	Oct- 25	Nov- 25	Dec- 25	Jan- 26	Feb- 26	Mar- 26	Apr- 26	May- 26	12-Mo Avg	May to Avg Var
Commercial	17.40%	16.46%	17.27%	18.04%	16.75%	17.59%	18.76%	17.93%	17.77%	16.56%	17.55%	20.07%	17.94%	17.68%	0.26%
Government	4.34%	4.27%	4.25%	4.18%	4.18%	4.55%	4.36%	3.97%	4.03%	5.00%	3.71%	4.44%	5.31%	4.27%	1.04%
Medicaid	43.19%	41.18%	41.67%	42.36%	39.18%	40.20%	42.75%	42.50%	42.66%	44.42%	41.85%	41.57%	38.04%	41.96%	(3.92%)
Medicare	30.55%	32.35%	31.57%	29.44%	34.91%	32.77%	28.21%	31.76%	31.42%	30.32%	31.94%	28.90%	31.87%	31.18%	0.69%
Self Pay	4.52%	5.74%	5.24%	5.98%	4.98%	4.89%	5.92%	3.84%	4.12%	3.70%	4.95%	5.02%	6.84%	4.91%	1.93%

Payor Mix by Type 12 Mo Avg May- 26

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	17.68%	18.85%	22.16%	33.78%
Government	4.27%	5.54%	5.62%	5.55%
Medicaid	41.96%	47.67%	35.72%	32.30%
Medicare	31.18%	16.75%	31.95%	26.79%
Self Pay	4.91%	11.18%	4.55%	1.59%

SUMMARY INCOME STATEMENT – MAY



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$531,543,156	\$486,651,557	\$44,891,599	9.22%	●
Net Patient Revenue	\$87,965,442	\$88,314,078	(\$348,636)	(0.39%)	●
Other Revenue	\$2,841,001	\$4,389,914	(\$1,548,913)	(35.28%)	●
Total Operating Revenue	\$90,806,443	\$92,703,993	(\$1,897,550)	(2.05%)	●
Net Patient Revenue as a % of Gross	16.55%	18.15%	(1.60%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$94,316,367	\$95,765,333	(\$1,448,966)	(1.51%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$3,509,924)	(\$3,061,340)	(\$448,584)	(14.65%)	●
Add back: Depr & Amort.	\$5,215,691	\$4,968,625	\$247,066	4.97%	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$1,705,767	\$1,907,285	(\$201,518)	(10.57%)	●
EBITDA Margin	1.88%	2.06%	(0.18%)	-	●

SUMMARY INCOME STATEMENT – YTD MAY



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$5,615,939,400	\$5,249,027,707	\$366,911,693	6.99%	●
Net Patient Revenue	\$945,911,482	\$957,716,545	(\$11,805,064)	(1.23%)	●
Other Revenue	\$38,380,439	\$47,907,711	(\$9,527,272)	(19.89%)	●
Total Operating Revenue	\$984,291,921	\$1,005,624,256	(\$21,332,335)	(2.12%)	●
Net Patient Revenue as a % of Gross	16.84%	18.25%	(1.40%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$1,001,744,823	\$1,038,332,091	(\$36,587,269)	(3.52%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$17,452,902)	(\$32,707,835)	\$15,254,933	46.64%	●
Add back: Depr & Amort.	\$52,609,942	\$54,201,743	(\$1,591,801)	(2.94%)	
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$35,157,040	\$21,493,908	\$13,663,133	63.57%	●
EBITDA Margin	3.57%	2.14%	1.43%	-	

SALARY & BENEFIT EXPENSE – MAY



	Actual	Budget	Variance	% Variance	
Salaries	\$38,587,630	\$39,762,937	(\$1,175,308)	(2.96%)	●
Benefits	\$17,740,911	\$17,309,093	\$431,818	2.49%	●
Overtime	\$1,209,388	\$1,000,305	\$209,083	20.90%	●
Contract Labor	\$1,277,097	\$1,229,377	\$47,721	3.88%	●
TOTAL	\$58,815,026	\$59,301,712	(\$486,686)	(0.82%)	●
Paid FTEs	3,979	4,053	(74)	(1.81%)	●
Paid FTEs (Flex)	3,979	4,081	(102)	(2.49%)	●
SWB per FTE	\$14,780	\$14,632	\$148	1.01%	●
SWB/APD	\$3,065	\$3,179	(\$114)	(3.59%)	●
SWB % of Net	66.86%	67.15%	-	(0.29%)	●
AEPOB	6.43	6.73	(0.31)	(4.55%)	●

EXPENSES – MAY

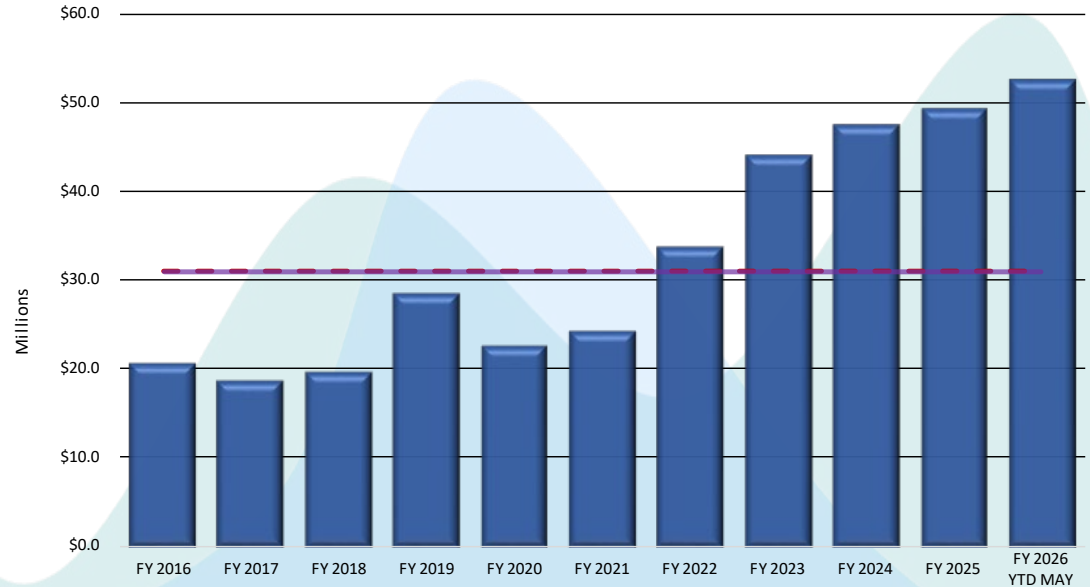


	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,726,958	\$3,097,049	(\$370,091)	(11.95%)	●
Supplies	\$17,126,615	\$18,283,888	(\$1,157,273)	(6.33%)	●
Purchased Services	\$7,561,214	\$7,255,416	\$305,798	4.21%	●
Depreciation	\$2,984,307	\$3,128,631	(\$144,324)	(4.61%)	●
Amortization	\$2,231,384	\$1,839,994	\$391,390	21.27%	●
Repairs & Maintenance	\$1,205,197	\$997,160	\$208,037	20.86%	●
Utilities	\$405,850	\$605,545	(\$199,695)	(32.98%)	●
Other Expenses	\$1,173,981	\$1,080,738	\$93,243	8.63%	●
Rental	\$85,835	\$175,200	(\$89,364)	(51.01%)	●
Total Other Expenses	\$35,501,341	\$36,463,620	(\$962,280)	(2.64%)	●

DEPRECIATION & AMORTIZATION TREND

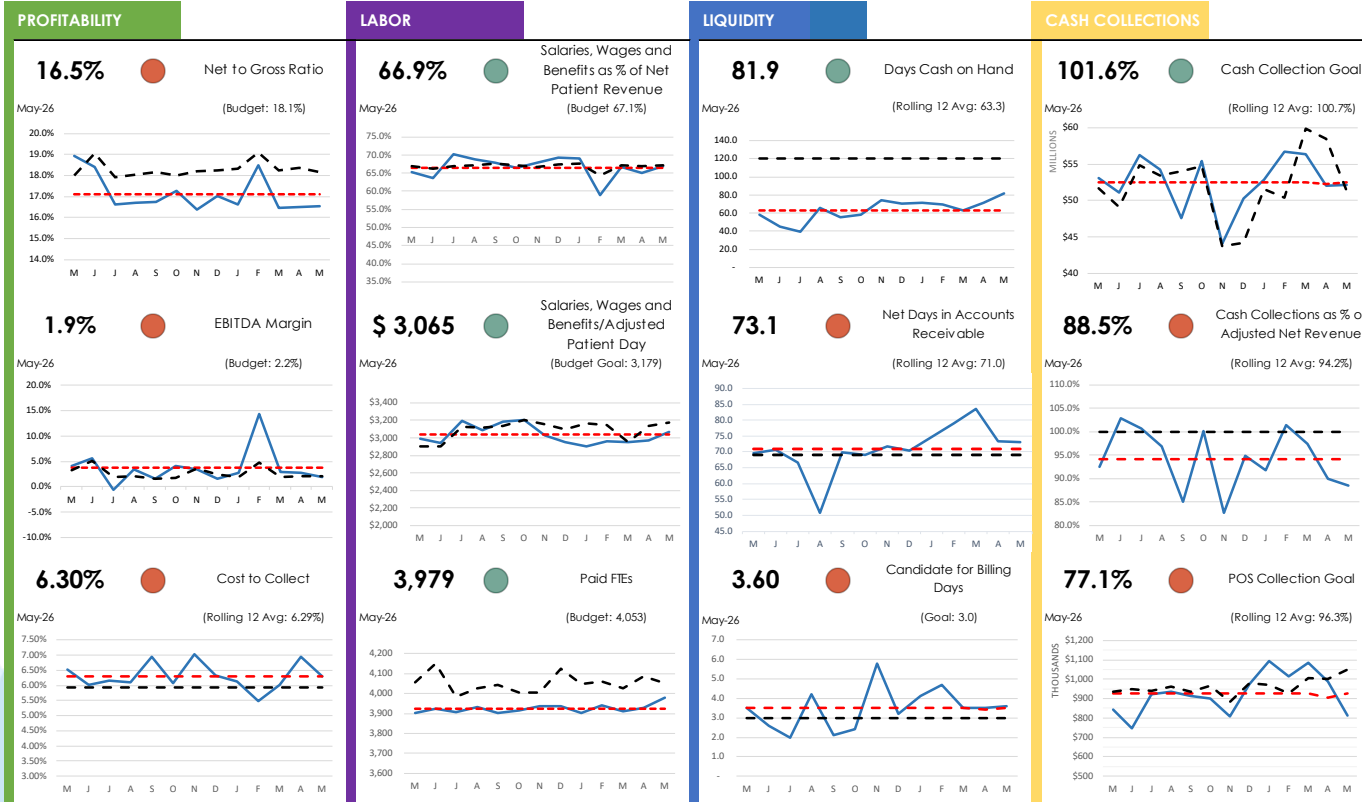


FY 2016	20,727,702
FY 2017	18,807,216
FY 2018	19,720,347
FY 2019	28,595,579
FY 2020	22,661,969
FY 2021	24,317,456
FY 2022	33,798,580
FY 2023	44,107,976
FY 2024	47,617,014
FY 2025	49,455,802
FY 2026 YTD MAY	52,609,942
Totals	362,419,583



	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026 YTD MAY
D & A Expense	\$20.7	\$18.8	\$19.7	\$28.6	\$22.7	\$24.3	\$33.8	\$44.1	\$47.6	\$49.5	\$52.6
\$31.0M Target	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0
10-Yr Average	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0	\$31.0

KEY FINANCIAL INDICATORS – MAY



Actual ———
 Rolling Average - - - -
 Target - - - - -

ORGANIZATIONAL GOALS FINANCE/OPERATIONS MAY



	Q1	Q2	Q3	Apr	May	YTD	Target
Exceed fiscal year budgeted EBITDA	\$3,947,839	\$8,013,257	\$18,937,449	\$2,552,727	\$1,705,767	\$35,157,039	\$21,493,908
Discharged to home ALOS with a target equal to or less than 4.01	4.03	3.96	3.90	3.98	3.98		4.01
Labor utilization with a target equal to or less than Adjusted EPOB of 6.26 or SWB per APD of \$2,614 (excluding providers)							
SWB per APD of \$2,614	\$2,617	\$2,514	\$2,435	\$2,477	\$2,457		\$2,614
Adjusted EPOB of 6.26	6.19	6.01	5.67	5.80	6.06		6.26
Develop and execute a revenue capture initiative to improve NPSR by \$7.5M, focused on denial reduction and documentation accuracy	2,013,696	787,464	(2,701,120)	(675,416)	930,476	355,101	(7,500,000)

FY26 CASH FLOW



	May 2026	Apr 2026	Mar 2026	YTD of FY2026
Operating Activities				
Cash received from patients and payors	111,610,446	116,147,133	67,889,897	1,048,721,686
Cash paid to vendors	(34,395,183)	(32,528,609)	(22,644,561)	(374,428,163)
Cash paid to employees	(62,230,849)	(55,576,456)	(52,855,188)	(572,912,554)
Other operating receipts/(disbursements)	1,721,190	2,618,887	3,430,912	30,795,911
Net cash provided by/(used in) operations	16,705,605	30,660,955	(4,178,940)	132,176,881
Investing Activities				
Purchase of property and equipment, net	(595,983)	(1,913,725)	(714,745)	(20,856,856)
Interest received	707,239	899,532	586,074	6,749,002
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	(272,258)	10,783,449	(2,648,661)	(12,957,165)
Net cash provided by/(used in) investing activities	(161,002)	9,769,255	(2,777,332)	(27,065,019)
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	-	2,241
Net cash provided by/(used in) financing activities	-	-	-	2,241
Increase/(decrease) in cash	16,544,603	40,430,211	(6,956,272)	105,114,102
Cash beginning of period	141,366,922	100,936,712	107,892,984	52,797,423
Cash end of period	157,911,525	141,366,922	100,936,711	157,911,525
Unrestricted cash	157,911,525	141,366,922	100,936,711	157,911,525
Cash restricted by donor	4,367,798	4,398,813	4,863,988	4,367,798
Internally designated cash	88,336,963	88,064,706	98,848,155	88,336,963

FY26 BALANCE SHEET HIGHLIGHTS



	May 2026	Apr 2026	Mar 2026
CASH			
Unrestricted	\$ 157.9	\$ 141.4	\$ 100.9
Restricted by donor	4.4	4.4	4.9
Internally designated	88.3	88.1	98.8
	\$ 250.6	\$ 233.8	\$ 204.6
NET WORKING CAPITAL	\$ 197.3	\$ 198.4	\$ 191.4
NET PP&E	\$ 298.3	\$ 300.9	\$ 301.9
LONG-TERM DEBT	\$ -	\$ -	\$ -
NET PENSION LIABILITY	\$ 676.7	\$ 676.7	\$ 676.7
NET POSITION	\$ (211.1)	\$ (207.9)	\$ (205.6)

CAPITAL EXPENDITURE TREND



FY 2016	12,485,838
FY 2017	54,411,765
FY 2018	37,432,737
FY 2019	34,321,629
FY 2020	18,073,512
FY 2021	22,618,422
FY 2022	13,947,890
FY 2023	35,875,602
FY 2024	67,139,224
FY 2025	34,164,429
FY 2026 YTD MAY	20,856,856
Totals	351,327,904



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

Issue: CFO Update	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
June 17, 2026

Agenda Item #

5

Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
6	NRS 332.115(1)(f) – Insurance	No	Intermountain	Amendment	No	6/1/26 - 5/31/29	180 days w/o cause	Based on volume	Managed Care	This Amendment extends the Term for an additional 3 years to 5/31/29 and updates/increases the reimbursement rates for Medicare Advantage members.
7	NRS 332.115(1)(f) – Insurance	No	A-G Specialty Insurance, LLC	New Contract	N/A	5/20/26 - 5/19/28	90 days w/o cause	Based on volume	Managed Care	This Letter of Agreement provides UNLV student-athletes with health care services at UMC.

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
8	NRS 450.525 and NRS 450.530	GPO	Purchaser Specific Agreement and Addendum for Interpretation and Translation Services with Propio LS, LLC.	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	\$682,073.52/annually. \$2,046,220.56 TOTAL	None	\$188,342 cost savings	Patient Exp	Integrated Agreement for interpreting, translating and language services agreement with Propio after Propio and CyraCom merged. Services will include Over-the-Phone (OPI) Interpretation, Document Translation, Interpreter Training and Evaluations, On-Site Interpretations and Video Remote Interpretation (VRI). This Agreement will replace the current individual agreements for translation services with Propio and CyraCom.
9	NRS 332.115(4)	No	Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement	New Contract	N/A	5 Years (Structural Heart Consignment Agreement); 24 Months (TEER Product Purchase Agreement)	30 days w/o cause (Structural Heart Consignment Agreement); 90 days w/o cause (TEER Product Purchase Agreement)	Not-to-Exceed: \$400,000 annually or \$2,000,000 in aggregate	None	None	Cath Lab	This request is for UMC to enter into the Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement (the "Agreements") with Abbott Laboratories Inc. ("Abbott"). The Agreements will allow UMC to purchase products that aid heart procedures, including, but not limited to, Amplatzer Amulet LAA Occluders, catheter-based devices designed for patients with non-valvular atrial fibrillation (AFib) at risk of stroke, and the MitraClip system, devices used to repair a leaky mitral valve without the need for open-heart surgery.
10	RFP 2026-04	No	Contract for Construction Manager at Risk (CMAR) Preconstruction Services	New Contract	N/A	120 Days	30 days w/o cause	Not-to-Exceed: \$300,000	Yes - Capital project	None	Executive Office	Award RFP No. 2026-04, Construction Manager at Risk ("CMAR") for UMC Acute Rehab Center (PWP-CL-2026-268), to Rafael Construction, Inc. and S R Construction, Inc., a joint venture. Approval of this Award will allow preconstruction services that will ultimately enable completion of work that will primarily take place within the UMC Trauma Center building, located at 800 Hope Pl, Las Vegas, NV 89106, and will provide a comprehensive infrastructure upgrade. As part of the work, office space will be modified to clinical space for medical use. Most work within the building will take place on floors four and five. Further, the work will include the installation of an additional elevator shaft, and existing heating and cooling equipment will be replaced. Complex work on the Hospital generators will also be included in the scope.
11	RFI 2026-09	No	(1) Jeff E. Moxley, DDS, PC (2) Katherine A. Keeley, MD, DDS (3) Oral and Maxillofacial Surgery Associates of Nevada (4) Steven Saxe, DMD	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	\$1200/day on call rate; Base Agreement NTE \$438,000 per year per Provider	None	None: daily on-call rate remains the same	ED	Providers who signed the Agreement will provide 24/7 emergency, on-call and consultative services to UMC's inpatients and outpatients, including Emergency and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff. The compensation for the on-call services is based on fair market value as determined by a third party independent appraisal.

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

Issue: Ratification of the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA, LLC	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Eleventh Amendment to the Memorandum of Understanding with Intermountain IPA, LLC for managed care services; or take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 6/1/2026 through 5/31/2029
Amount: Revenue based on volume

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

BACKGROUND:

On June 19, 2012, the Board of Hospital Trustees approved a Memorandum of Understanding (“MOU”) with Intermountain for UMC to provide healthcare services as a network provider for Intermountain Medicare Advantage members. The MOU was subsequently amended over the term to update compensation fee schedules and adjust the term dates.

This request is for ratification of the Eleventh Amendment to the MOU, which extends the MOU term to May 31, 2029, increases the Medicare Advantage reimbursement rates for inpatient and outpatient services, and adds UMC’s Crisis Stabilization Center as a hospital location. Ratification was necessary to prevent out-of-network standing with members.

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

A Clark County business license is not required, as UMC provides hospital services to the Intermountain insurance fund.

Cleared for Agenda
June 17, 2026

Agenda Item #

6

**ELEVENTH AMENDMENT TO
The Memorandum of Understanding Between
Intermountain IPA, LLC
University Medical Center of Southern Nevada**

THIS ELEVENTH AMENDMENT (“Eleventh Amendment”), dated and effective June 1, 2026, (“Eleventh Amendment Effective Date”) is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as “Hospital”) and Intermountain IPA, LLC (hereinafter referred to as “Company”).

WHEREAS, the parties have previously executed a Memorandum of Understanding (the “MOU”) effective June 1, 2012, amended on June 1, 2015 to extend the term period (“Term”) and adjust the contract rates; amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusions section; and amended on June 1, 2018 to extend the Term and adjust the contract rates; amended on June 1, 2020 to do a Name Change, adjust contract rates, and modify Exhibit C; amended on February 1, 2021 to delete Exhibit C and replace with Exhibit C Plans; amended on January 1, 2022 to delete Exhibit C and replace with Exhibit C Plans; amended on June 1, 2023 to update HCP IPA Nevada, LLC’s name and extend the Term and adjust the contract rates; and amended on January 1, 2025 to delete Exhibit C and replace with Exhibit C Plans; and amended on January 1, 2026 to delete Exhibit C and replace with Exhibit C Plans; and

WHEREAS, the parties desire to further amend the MOU to extend the Term, modify Exhibit A-1, and add Exhibit D.

NOW THEREFORE, in consideration of the mutual covenants and MOUs contained herein and, in the MOU, the parties agree to amend the MOU as follows:

1. Modify the ‘Term and Termination’ Section 5 to extend the Term for three (3) years, effective June 1, 2026, and ending May 31, 2029.
2. Delete Exhibit A-1 dated June 1, 2023 – May 31, 2026, in its entirety and replace it with Exhibit A-1 dated June 1, 2026 – May 31, 2029.
3. Exhibit D is added to the MOU as attached hereto.
4. This Eleventh Amendment supersedes any terms of the MOU (including previous amendments) in conflict with the terms herein. All other terms of the MOU remain in full force and effect. All capitalized terms used in this Eleventh Amendment and not otherwise defined shall have the meanings set forth in the MOU. A party’s signature below denotes agreement to these terms by its authorized representative.

The parties ratify and affirm the MOU and agree that it is in full force and effect as amended herein. In case of conflict between the terms of the MOU and the terms of this Eleventh Amendment, the terms of this Eleventh Amendment will control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Eleventh Amendment to be effective as of the Eleventh Amendment Effective Date.

HOSPITAL:

By: 

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: 5-22-26

COMPANY:

Devaraj A.
By: Ramsamy Digitally signed by
Devaraj A. Ramsamy
Date: 2026.05.21
12:32:20 -07'00'

Name: Devaraj A. Ramsamy

Title: Region VP Finance - Desert Region

Date: 05/21/2026

Intermountain IPA/UMC

Fee Schedule

Exhibit A-1

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

Exhibit D

Hospital Location(s) and Sub-Units Listing

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF RELATIONSHIP

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1,632						
Corporate/Business Entity Name: Intermountain IPA, LLC						
(Include d.b.a., if applicable)						
Street Address:		6355 S. Buffalo Dr, Third Floor		Website: https://intermountainhealthcare.org		
City, State and Zip Code:		Las Vegas, NV 89113		POC Name:		
Telephone No:		702-318-2400		Email:		
Telephone No:		702-318-2400		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)
Mitchell Cloward	President, Secretary	None (officer only)
Dev Ramsamy	Vice President, Chief Financial Officer	None (officer only)
Scott Stevens, MD	Chief Medical Officer	None (officer only)
Michael Christopherson	Secretary	None (officer only)

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

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

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

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

DISCLOSURE OF RELATIONSHIP

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

**Devaraj A.
Ramsamy**

Digitally signed by
Devaraj A. Ramsamy
Date: 2026.06.04
11:46:48 -07'00'

Signature

Region VP Finance - Desert Region

Title

Devaraj A. Ramsamy

Print Name 06/04/2026

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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 AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Ratification of the Letter of Agreement with A-G Specialty Insurance, LLC	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation:	
That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Letter of Agreement with A-G Specialty Insurance, LLC for managed care services; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5430.011
Fund Number: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 5/20/2026 – 5/19/2028
Amount: Revenue based on volume
Out Clause: 90 days without cause

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

BACKGROUND:

This request is to enter into a Letter of Agreement with A-G Specialty Insurance, LLC (“AGS”) for UMC to provide health care services to student-athletes of the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“UNLV”). AGS is a national payor specializing in sports, student, and special-risk accident insurance. Coverage under the agreement will apply to UNLV patients who (1) have no primary insurance, (2) have student insurance, (3) have primary insurance through another company with no out-of-network coverage, and/or (4) have primary insurance coverage but with co-payments, co-insurance, or deductibles.

Ratification of the agreement was necessary for student-athletes to immediately begin accessing UMC orthopedic clinics for surgical procedures.

UMC’s Director of Managed Care has reviewed and recommends ratification 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.

Cleared for Agenda
June 17, 2026

Agenda Item #

7

LETTER OF AGREEMENT

This Letter of Agreement (the “**LOA**”) is made and entered into effective as of May 20, 2026 (the “Effective Date”) by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**UMC**”) with a principal address of 1800 West Charleston Blvd., Las Vegas, Nevada 89102 (the “**Facility**”), and A-G Specialty Insurance, LLC. (“**AGS**”) as authorized agent on behalf of Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas (“**UNLV**”, “**Client**”, or “**Client Institutions**”).

WHEREAS, UNLV desires to secure UMC for certain surgical and medical services (the “Services”) for patients referred to by Client; and

WHEREAS, UMC has a Facility and is willing and able to provide such Services; and

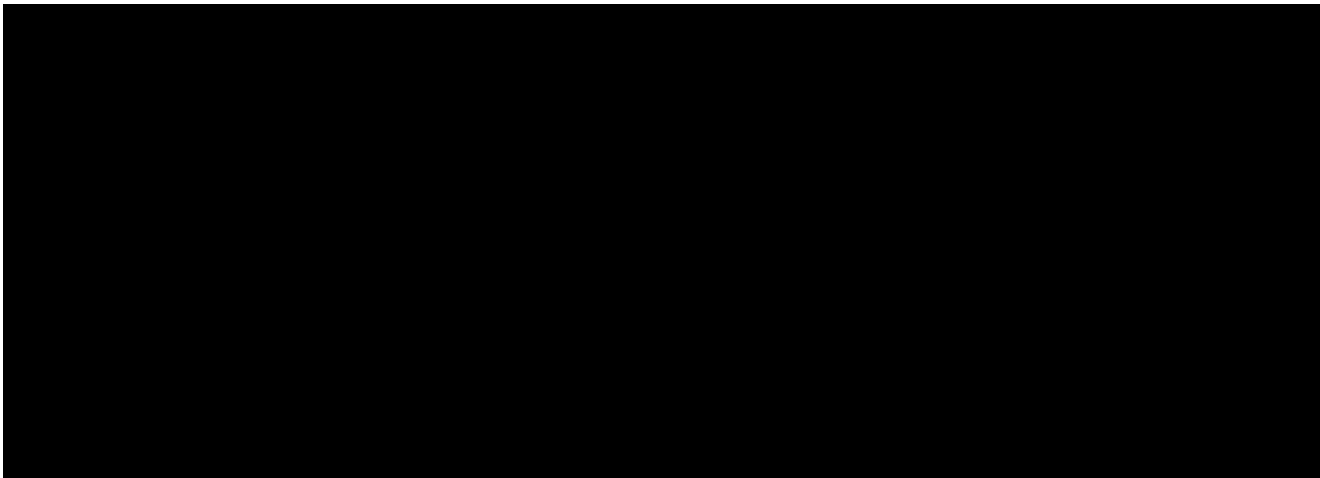
WHEREAS, UNLV is responsible for covered charges for UNLV patients who (1) have no primary insurance (2) have student insurance (3) have primary insurance through another company with no out-of-network coverage and (4) have primary insurance coverage but with co- payments, co-insurance, or deductibles; and

WHEREAS, AGS is the Client’s designated payer (the “Payer”) responsible for timely payments related to medical and surgical services provided to eligible patients; and

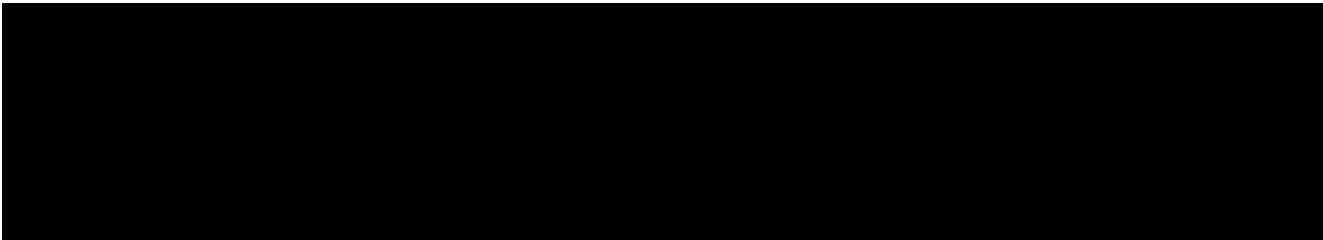
WHEREAS, this LOA shall set forth the terms for the provision and payment of such Services.

NOW THEREFORE, UMC, UNLV and AGS hereby agree as follows:

1. Compensation for the provision of imaging and Services for professional and facility fees where primary insurance is not present or not participating.



2. Compensation for the provision of Services and/or imaging services where primary insurance is open access or is a participating provider:



3. UMC if applicable, shall provide patient with a digital copy of all imaging services performed

upon discharge from the facility. This cost of this one copy is included in the above referenced compensation provisions.

4. UMC shall, within 24-48 hours after the provision of Service, fax and mail a medical report of the Service performed to the referring physician.

5. UMC shall send the claim with primary explanations of benefits (if applicable) to:

A-G Specialty Insurance, LLC. ATTN: Claims
P.O. Box 21013
Eagan, MN 55121
610-933-4122 (fax)
claims@agadm.com (email)

6. AGS shall issue payment for covered services within thirty (30) days of receipt of a clean claim.

7. Nevada law shall govern the interpretation and enforcement of the LOA. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

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

9. All personnel records and all UMC statistical, financial, and confidential data received, stored or viewed by AGS shall be kept in the strictest confidence by Plan, and its employees and agents.

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

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

12. Neither party shall 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.

13. AGS agrees to indemnify, defend and hold harmless UMC from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of the LOA which may result from acts, omissions, or breach of the LOA by AGS, its employees, contractors or agents.

14. The duration of this LOA shall be two (2) years from the Effective Date above.

15. Either party may terminate this LOA, with or without cause, by providing no less than ninety (90) days written notice to the other party pursuant to Section 16 below.

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

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

TO AGS: A-G Specialty Insurance, LLC.
ATTN: Claims
P.O. Box 21013
Eagan, MN 55121

16. Each person signing this LOA represents and warrants that he, she, or they are duly authorized and have the legal capacity to execute and deliver this LOA. Each party represents and warrants to the other that the execution and delivery of the LOA and the performance of such party's obligations hereunder have been duly authorized and that the LOA is a valid and legal LOA binding on such party and enforceable in accordance with its terms.

Accepted and Agreed by:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature: 

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: May 20th 2026

UMC Provider Tax ID: 886000436

Accepted and Agreed by:

A-G SPECIALTY INSURANCE, LLC.

Digitally signed by Daniel Beery
Date: 2026.05.18 08:04:59 -04'00'
Signature: Daniel Beery

Name: Daniel Beery

Title: Director of Contracting

Date: May 18, 2026

Acknowledged and Accepted by:

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Las Vegas

DocuSigned by: Erick B. Harper
Signature: 

Name: Erick B. Harper

Title: Director of Athletics

Date: 5/15/2026

DocuSigned by: Chelsea Meggerson
Approved by: 
Chelsea Meggerson, Executive Director, Purchasing and Contracts

Date: 5/15/2026

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		A-G Specialty Insurance, LLC				
(Include d.b.a., if applicable)						
Street Address:		1001 Old Cassatt Rd Suite 300		Website: https://agspecialtyinsurance.com/		
City, State and Zip Code:		Berwyn, PA 19312		POC Name: Dave Tomchek		
				Email: dtomchek@agadm.com		
Telephone No:		610-933-0800		Fax No: 610-933-4122		
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)
Dixon Gillis	President / CEO	25%

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

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

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

DocuSigned by:  Signature CEO Title	Dixon Gillis Print Name 6/9/2026 Date
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DISCLOSURE OF RELATIONSHIP

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

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

Issue: Purchaser-Specific Agreement and Addendum for Interpretation and Translation Services with Propio LS, LLC.	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation:	
<p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchaser-Specific Agreement and Addendum with Propio LS, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to exercise any renewal options; or act as deemed appropriate. (For possible action)</p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Number: 3000863600	Funded Pgm/Grant: N/A
Term: 3 years upon execution, with two 1-year renewal options.	
Amount: \$682,073.52 annually, \$2,046,220.56 in aggregate.	
Out Clause: 30 days without cause	
Description: Interpretation and Translation Services	
Bid/RFP/CBE: NRS 450.525 and NRS 450.530	

BACKGROUND:

Since 2024, UMC has had an agreement for interpreting, translating and language services with Propio LS, LLC. Additionally, since 2025, UMC has had an agreement with CyraCom International, Inc. for the same services. However, Propio LS, LLC acquired CyraCom International, Inc. on July 1, 2025, and thus wishes to integrate all translation services under Propio LS, LLC. This request is to enter into a new Service Agreement (“Agreement”) to terminate and replace the individual agreements with Propio LS, LLC and CyraCom International, Inc, so UMC can continue to provide Over-the-Phone Interpretation (OPI), Document Translation, Interpreter Training and Evaluations, On-Site Interpretations, and Video Remote Interpretation (VRI) services, (collectively, “Services). Hospital accreditation standards, as well as Section 1557 of the Affordable Care Act (ACA) and Title VI of the Civil Rights Act mandates that all recipients of federal funding from the Health and Human Services Department provide linguistic access to individuals who have limited English proficiency to access programs and services offered by healthcare facilities.

The Agreement term is for three (3) years unless terminated with a 30-day written notice. Upon the expiration of the initial term, UMC may extend this Agreement by one-year periods with written notice at least sixty (60) days prior to its expiration.

Cleared for Agenda
June 17, 2026

Agenda Item #

8

This Agreement is pursuant to UMC's HealthTrust Purchasing Group (HPG) contract number 117904. HPG is a group purchasing organization (GPO) of which UMC is a member. This request complies 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.

Propio LS, LLC currently holds a Clark County vendor registration.

UMC's Patient Experience Resources Manager has reviewed and recommends approval of this Agreement. This Agreement has also been approved as to form by UMC's Office of General Counsel.

**HEALTHTRUST MEMBER
PURCHASE-SPECIFIC AGREEMENT**

]THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is , effective as of the last date of signature by and between Propio LS, LLC and the following entity herein referred to as “Purchaser” and is entered into in connection with that certain Purchasing Agreement, Agreement HPG-117904, dated December 1, 2024, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Propio LS, LLC (hereinafter “Vendor”) (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

Facility/Group Name: (if Group, list of Affiliates of Group shall be attached to this Agreement)	University Medical Center (UMC) of Southern Nevada
Address:	1800 W Charleston Blvd
City, ST, ZIP:	Las Vegas, NV, 89102
Type:	<input checked="" type="checkbox"/> Acute Care <input type="checkbox"/> Surgery Center <input type="checkbox"/> Imaging Center <input type="checkbox"/> Other
GPOID:	H036381
Contact Person & Title:	Eve Olivero
Contact Phone:	(702) 383-2388
Contact Email:	Evelia.olivero@umcsn.com

1. **TERM OF AGREEMENT.** This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three (3) years. Upon the expiration of the initial three-year period, Purchaser may extend this Agreement by two (2) one-year renewal options with written notice to Vendor at least sixty (60) days prior to the expiration of the current contract, otherwise the Agreement will expire at the end of its current term.

2. **FEES AND SERVICE SPECIFIC TERMS.** During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth in Attachment B, and subject to the other terms set forth in Attachment B, all incorporated herein by this reference. Document and website translation services and other content/language related services such as subtitling, closed captioning, voiceover, transcription, localization engineering, documents 508 Compliance, software development, and braille translation and/or printing; along with interpreting services such as simultaneous conference/event interpretation, communication access real time translation (CART), tactile or gesture sign language, or Certified Deaf Interpreter services will be scoped and bid upon request, and subject to the other terms set forth in Attachment B, incorporated herein by reference. Usage charges and extra terms for the lease of equipment are set forth in Attachment C, Equipment Lease, incorporated herein by reference. **The total annual price shall be \$682,073.52.**
 - a. **Tier Pricing.** Interpretation (over-the-phone, video remote, and on-site) pricing depends upon a committed tier with a range of a total number of minutes that Purchaser commits to meeting in each calendar month. The tier ranges are set forth in Exhibit A in the Purchasing Agreement that Vendor entered into with HealthTrust. If Purchaser exceeds the maximum of the selected tier, the excess minutes will be counted towards meeting the next month’s tier requirements. If a minimum for a tier is not met within a given month, including the excess minutes rolled over from prior months, then Vendor will invoice Purchaser within thirty (30) days after the end of such month, the differenced owed at the higher pricing for the lower tier which was met, which Purchaser is due to pay as per the terms of all other invoices set forth herein. If this Agreement is terminated or expires prior to the end of a calendar month, the tier commitments will be prorated accordingly. Purchaser has the option to adjust to a lower or higher tier for a new contract year with written notice 60 days in advance of an anniversary of the Effective Date, in which case pricing will be adjusted as set forth in Exhibit A of the Purchasing Agreement automatically for the remaining term. If Purchaser has not met the tier commitment aggregating all the minutes over a contract year, Vendor’s sole remedy will be to move Purchaser to a lower tier commitment level or no commitment for the coming contract year, but Purchaser will not be in breach of this Agreement or the Purchasing Agreement.

HEALTHTRUST MEMBER PURCHASE-SPECIFIC AGREEMENT

PAYMENT TERMS. Purchaser agrees to pay all properly invoiced charges for Interpreting, Translation, or other Language Services within 60 days of the invoice date. On occasion, not all End User Data associated with a call may be collected for multiple reasons, including the refusal or inability of the caller to provide the requested information. Missing End User Data will not be reason to deny payment of service to Vendor for services that have been rendered. Invoices will be sent to the Purchaser billing address shown in Attachment A, or to such other address as Purchaser may specify by giving written notice to Vendor. Purchaser agrees to report any invoice disputes within 30 days of the invoice date.

3. **USE OF SERVICE.** Purchaser represents that Purchaser will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation.

Purchaser agrees that all translation orders approved by its staff are considered billable. Purchaser shall be solely and fully responsible for charges resulting from approved translation orders either approved in Vendor's online platforms or by email, whether or not such use is authorized. The Purchaser agrees not to disclose translation platform access to other parties unless prior written approval from Vendor is received.

4. **UNAUTHORIZED USE OF SERVICE.** Purchaser agrees that all interpreting calls directed from its staff to Vendor are authorized to receive billable interpreting services. Purchaser shall be solely and fully responsible for charges resulting from interpreting calls directed to Vendor from its staff, whether or not such use is authorized. The Purchaser agrees not to disclose the phone number to other parties unless prior written approval from Vendor is received.

5. **REIMBURSEMENT:** Purchaser may on occasion request Vendor staff to travel. Purchaser and Vendor must agree and approve the expenses to be reimbursed in full, prior to travel arrangements being made.

6. **NON-SOLICITATION.** Purchaser agrees that for the Term of this Agreement, not to directly or indirectly, on its own or behalf of another individual or entity, a) solicit the employees of Vendor or any of its subsidiaries or affiliates or initiate other interfere with the employment relationship between Vendor and its employees; and b) solicit, induce or entice any agent, consultant, contractor, or interpreter/translator of Vendor's, with whom the Purchaser has access to during the course of this Agreement, to terminate or alter their relationship with Vendor. However, the foregoing restrictions in this Paragraph 7 (Non-Solicitation) do not apply to Purchaser with respect to individuals who (i) have been terminated by Vendor or are no longer engaged with Vendor, (ii) contact Purchaser directly (without any prohibited solicitation or interference or enticement), or (iii) respond to general published solicitations, such as advertisements.

7. **RECORDING POLICY.** As an electronic communications service provider, Vendor, under 18 US Code § 2511 (2)(c)(d), records calls for quality monitoring purposes only. Recording access is controlled by a role-based security system and is granted only to authorized Vendor personnel. Recordings are protected both while in-motion and at-rest using symmetrical AES256 encryption. Recordings are destroyed within 60 days of service.

Vendor is required to maintain strict compliance with various state and federal laws including but not limited to Telephone Recordings Laws and HIPAA regulations, such, strict privacy, security, and confidentiality policies govern the management, access and destruction of this data. Consequently, Vendor does not provide call recordings to clients or any outside third party unless legally compelled to do so and is provided a court or administrative order, such as a subpoena.

8. **SERVICES OUTSIDE THE UNITED STATES.**

Purchaser hereby consents to Vendor's use of Vendor Personnel outside of the United States for all Services other than Onsite Consecutive Interpretation, as long as such Vendor Personnel and their locations are disclosed in writing (by email or other written communication), in advance of the start of any Service, and Vendor represents and warrants compliance with all other obligations set forth hereunder, as well as the Purchasing Agreement, and Business Associate Agreement, none of which are excused with the sole exception of requiring such Vendor Personnel to have appropriate I-9 documentation. Purchaser's data shall be stored in secure US-based cloud hosting environments and may be temporarily transmitted outside of the United States solely in connection with fulfilling a Service request. Vendor may use individuals outside of the United States, as indicated in this section. Any breach of this section shall give Purchaser the right to terminate this Agreement immediately.

9. **SERVICE LEVEL AGREEMENT (SLA) METRICS.** Vendor will adhere according to the following:

9.1 Timeliness: Although any Services can be reserved in advance:

9.1.1 IPI (On-Site): Vendor will have an interpreter available for On-Site within 24 hours of being requested and perform Services for the duration of the request.

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9.1.2 On-Demand VRI: Vendor will have an interpreter available to start a VRI session within 10 seconds for Spanish and 15 seconds for other languages after being requested and perform Services for the duration of the request, with the exception of Purchaser actions or issues (such as a Purchaser Wi-Fi network failure) that prevents Vendor from restoring Services.

Type of Service or Product	Timeliness Metric
OPI: Standard response time for an interpreter to start an OPI session (Over Phone Interpretation).	10 seconds for Spanish and 15 seconds for Languages Other Than Spanish
VRI: Standard response time for an interpreter to start a VRI session (Video Remote Interpretation).	10 seconds for Spanish and 15 seconds for Languages Other Than Spanish
IPI: Minimum notice required to schedule an InPerson interpretation session (Onsite Consecutive Interpretation).	Minimum of 24 hours
ASL InPerson: Minimum notice required to schedule an ASL interpretation session.	Minimum of 24 hours
Document Translation: Average lead time to complete a Document Translation project.	
2,000 words or less	1 business day
2,000 - 4,000 words	1 business day
4,000 - 6,000 words	1 - 2 business days
6,000 - 8,000 words	2 business days
8,000 - 10,000 words	2 business days
10,000 words or more	Per Project

9.2 Quality for On-Site and VRI:

9.2.1 Limited Downtime: Vendor will limit Downtime to 1% or less on its application and/or platform, measured on a quarterly basis for all live OPI or VRI Services. “Downtime” refers to when one or more of the following circumstances exist and is measured as the time during which it remains uncured: a crash or malfunction of Vendor’s platform or application that disrupts or degrades the quality of the live transmission of video and/or audio. “Downtime” excludes Vendor’s scheduled maintenance or upgrade downtime, and also excludes Purchaser-side connectivity issues (such as a failure of Purchaser’s Wi-Fi network) that delays or prevents restoration of Services.

9.2.2 Customer Satisfaction: A customer satisfaction on interpretation abilities averaging at least 4.5/5 on a scale of 1(worst) to 5(best) during a rolling 90-day basis.

9.2.3 Certifications: Interpreters are experienced and competent with demonstrable qualifications, and will comply with industry standards identified below. The foregoing includes interpreters having current unexpired certifications to the extent applicable, such as for ASL (American Sign Language), certification with the RID (Registry of Interpreters) for the Deaf, Inc. Upon Purchaser’s request, Vendor shall provide a written certification as required by the Joint Commission that the Interpreters have sufficient experience and certifications to perform Services hereunder.

9.2.4 Relevant Standards. For language interpretation, Vendors will ensure that interpreters review and engage in best efforts to comply with standards set by the US Department of Health and Human Services (at the Language Access Plan links at <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>), and by the National Council on Interpreting in Health Care guidance, which include the following.

9.2.4.1 Code of Ethics:
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Code%20of%20Ethics.pdf>,
and

9.2.4.2 Standard practices:
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Standards%20of%20Practice.pdf>.

9.3 Reporting:

9.3.1 Vendor will track and monitor above SLAs and other relevant business metrics (as agreed upon by the parties) and will provide such to Purchaser via calendar quarterly meetings. Some metrics may be collected from the dashboard that Vendor maintains on its application for its customers.

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9.4 Vendor Customer Service:

9.4.1 Vendor's customer service representatives shall be available between 8:00 A.M. and 8:00 P.M. Eastern Time, Monday through Friday, except for holidays for quality issues or general feedback at the following phone number:

9.5 Action Plan if SLA not met:

9.5.1 Vendor will report performance on at least a quarterly cadence to review metrics, provide root cause analysis, and determine corrective actions, if required.

9.5.2 If above SLA thresholds are not met, Vendor will provide a 0.25% penalty in the form of a credit memo on to the Purchaser in which the SLA is not met on the invoice for the month following the Quarter in which the SLA had been missed. Penalties will be assessed on a rolling 90-day basis and maximum penalty in any one 90 day period is one percent (1%).

9.6 For the avoidance of doubt, none of the foregoing replaces or limits the rights and obligations set forth in the Purchasing Agreement.

9.7 Action Plan if SLA not met:

9.7.1 Vendor will report performance on at least a quarterly cadence to review metrics, provide root cause analysis, and determine corrective actions, if required.

9.7.2 If above SLA thresholds are not met, Vendor will provide a 0.25% penalty in the form of a credit memo on to the Purchaser in which the SLA is not met on the invoice for the month following the Quarter in which the SLA had been missed. Penalties will be assessed on a rolling 90-day basis and maximum penalty in any one 90 day period is one percent (1%).

9.8 For the avoidance of doubt, none of the foregoing replaces or limits the rights and obligations set forth in the Purchasing Agreement.

- 10. DEFINITIONS.** Interpreter: a person who orally or using American Sign Language interprets from one language to another, Translator: a person who translates written text from one language into another, End User Data: data unique to the Purchaser organization, their employees, or the people they serve, Language Services: services that assist in communicating between different languages, including translation and interpretation.
- 11. INCORPORATION OF ATTACHMENT.** Attachment A (Purchaser Contact & Profile Information), Attachment B (Rate Sheet), Attachment C (Equipment Lease Terms) are incorporated herein.
- 12. RECORDS.** Vendor agrees to provide any and all supporting documentation concerning any disputed amount of an invoice to Purchaser within thirty (30) days after Purchaser provides written notice of the dispute to Vendor.
- 13. SUBCONTRACTORS.** Vendor shall not subcontract, delegate, or assign any rights or obligations under this Agreement without the prior written consent of Purchaser.
- 14. AMENDMENT/MODIFICATION.** No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing and executed by all Parties, except with respect to transition period extension as set forth in Section 12.5 (Transition) of the Purchasing Agreement.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on all attachments incorporated herein, entered into pursuant to the HealthTrust Purchasing Group Contract HPG-117904.

Purchaser

Accepted by:

Signature

Type or Print Name and Title

Propio LS, LLC

Accepted by:

Signature

Type or Print Name and Title

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PURCHASER CONTACT & PROFILE INFORMATION

Complete this and send a copy of it and the signed Interpreter Services Agreement to:

Propio LS, LLC.

Or

fax to: 866-231-8176

C/O Lisa Stokesbury

10801 Mastin Street, Suite 580

Overland Park, KS, 66210-1214 Or email all pages to: lstokesbury@propio.com

Organization Name: University Medical Center (UMC) of Southern Nevada

Billing Contact Person: Responsible for billing correspondence including monthly invoices, billing & payment inquires

Name: _____ Title: _____

Phone: _____ Fax: _____

Billing email 1: _____

Billing email 2: _____

Street address: _____

City, State, Zip: _____

Communication Contact Person: Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Indicate the Interpreter skill set to match client service/industry.

Select one:

Medical **Legal**

Billing intake to be obtained for each service for Purchaser's internal auditing purpose. Please note intake reporting is based on end-user response and is not guaranteed.

Examples of intake are as follows:

- a. **Caller's first & last name**
- b. **Caller's location**
- c. **Patient's last name only**

Please indicate up to three intake questions your staff will be able to provide a response to:

1

2

3

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Attachment B

Services and Pricing

Select one Tier, which corresponds to minutes committed per month

<input type="checkbox"/> TIER 1 No Commitment Required	<input type="checkbox"/> TIER 2 Commit to 100,000 to < 200,000 minutes Per Month	<input checked="" type="checkbox"/> TIER 3 Commit to 200,000 to < 500,000 minutes Per Month	<input type="checkbox"/> TIER 4 Commit to > 500,000 minutes Per Month
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On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$0.48	Per minute
Non-Spanish*	\$0.75	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	\$0.10	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$0.75	Per minute
Non-Spanish*	\$0.75	Per minute
American Sign Language (ASL)	\$1.31	Per minute
Onsite Consecutive Interpretation		
Spanish	\$50.00	Per hour – 2-hour Minimum
Core & Common Spoken Languages	\$60.00	Per hour – 2-hour Minimum
American Sign Language	\$75.00	Per hour – 2-hour Minimum
Premium Fee	\$10.00	Per hour

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- a. Vendor provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
- b. Connect time is considered to begin from the instant the language and Purchaser account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Vendor connects participants with a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- a. Purchasers may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time-- whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- b. Service requests should be placed a minimum of 24 hours in advance.
- c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

- a. On-demand video interpretation is performed on the Vendor One platform.
- b. Connect time is considered to begin from the instant the language and Purchaser account number is identified to the time an interpreter accepts the call to begin the service request. Vendor connects participants on a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

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4. ONSITE/IN-PERSON CONSECUTIVE SERVICES

- a. Onsite/In-Person services are billed on a monthly basis. Billing for spoken language services are based on the designated minimum (2 hours) or time worked, whichever is greater. The designated minimum for American Sign Language is the requested duration, established minimums (2 hours) or time worked, whichever is greater. Services performed in excess of the defined minimum will be billed in 15-minute increments thereafter.
- b. Scheduled business hours are the standard business hours (8:00 AM – 5:00 PM) in the applicable time zone where the Purchaser is located, Monday through Friday. Premiums are charged, in addition to the standard rate, for request that are outside scheduled business hours, on federal holidays or for spoken language requests placed less than 24 hours in advance and ASL requests not placed 48 hours in advance of the requested start time.
- c. Services not cancelled with 24 hours' minimum cancellation notice will result in the designed minimum being charged.
- d. Mileage is billed at the current IRS rate and parking is reimbursed at cost, if applicable. All other expense requires prior Purchaser approval.
- e. Core Spoken Languages: Arabic, Cantonese, French, Haitian Creole, Japanese, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, and Vietnamese.
- f. Common Spoken Languages: Bengali, Burmese, Dari, Farsi, Gujarati, Hebrew, Hindi, Italian, Kinyarwanda, Nepali, Punjabi, Ukrainian, Urdu, Somali, Swahili, and Turkish. Language of limited diffusion or rare/endangered languages can be quoted upon request

5. VIRTUAL SERVICES.

Purchasers may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions, should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.

Written Document Translation Services:

Written Document Translation			
English (United States)	Spanish	\$0.14	Per word
English (United States)	Arabic	\$0.15	Per word
English (United States)	German	\$0.25	Per word
English (United States)	Spanish (Mexico)	\$0.14	Per word
English (United States)	Spanish (United States)	\$0.14	Per word
English (United States)	Spanish (Puerto Rico)	\$0.14	Per word
English (United States)	Persian (Iran)	\$0.19	Per word
English (United States)	French (Canada)	\$0.26	Per word
English (United States)	French (France)	\$0.25	Per word
English (United States)	Hindi	\$0.15	Per word
English (United States)	Hmong	\$0.22	Per word
English (United States)	Haitian (Creole)	\$0.27	Per word
English (United States)	Italian	\$0.20	Per word
English (United States)	Japanese	\$0.26	Per word
English (United States)	Karen	\$0.27	Per word
English (United States)	Korean	\$0.19	Per word
English (United States)	Nepali	\$0.21	Per word
English (United States)	Polish	\$0.18	Per word
English (United States)	Portuguese (Brazil)	\$0.15	Per word
English (United States)	Portuguese (Portugal)	\$0.17	Per word
English (United States)	Russian	\$0.16	Per word
English (United States)	Somali	\$0.22	Per word
English (United States)	Swahili	\$0.21	Per word
English (United States)	Tagalog	\$0.24	Per word

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English (United States)	Ukrainian	\$0.17	Per word
English (United States)	Vietnamese	\$0.15	Per word
English (United States)	Chinese (Simplified, PRC)	\$0.16	Per word
English (United States)	Chinese (Traditional, Taiwan)	\$0.18	Per word
Minimum Project Fee		\$75.00	Per language per project
Desktop Publishing/Formatting		\$55.00	Per hour (if applicable)
Rush Processing		15%	% Of increase to the total invoice
Translation Into English		15%	% Of increase to per word rate
Translation Memory Discounts (TTM)			
Exact Match & Repetitions		70%	Discount
Fuzzy Match Discounts		60%	Discount with 99-95% matches
		50%	Discount with 94-85% matches
		30%	Discount with 84-75% matches

6. WRITTEN TRANSLATION SERVICES

Purchaser agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Purchaser shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Purchaser acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., “large” and “big”). Vendor will correct errors or omissions reported during the inspection period at no cost to Purchaser and will make preferential changes at Purchaser’s expense and Vendor’s discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Purchaser agrees to use Vendor’s secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Vendor agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Purchaser to manage Purchaser’s translation projects and to assist Purchasers, as needed.

Translation Memory (TM) discounted rates apply to qualifying documents submitted in editable source format in languages compatible with TM application. Discounts are available for exact matches, repetitions, and fuzzy matches as outlined in the rate table.

7. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Purchaser. Invoices are delivered via email in .pdf format and contain the following information: invoice date, invoice number, “bill to” address, person/department who ordered the service, PO number (if applicable), description of services rendered, quantity, rate, and total amount due. For translation of documents, the “quantity” is set to “1” for each document translated and the “rate” displays the total amount due for that document, based on the approved price quotation. Detailed information regarding per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing or layout work, the “quantity” will be the number of hours billed and the “rate” will display the hourly rate. For per item fees, such as translation certifications, the quantity will be set based on the number of items received.

- a. Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- b. Purchaser reserves the right to cancel a project at any time prior to completion. To cancel a project, Purchaser must contact the Vendor Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Purchaser shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Vendor was required to incur expenses applicable to the entire project prior to

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cancellation and cannot recover unused funds from the vendor at issue, Purchaser shall be responsible for the entire expense paid.

- c. The Purchaser agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Vendor makes translated documents available in Vu and notifies the requester.
- d. Past due invoice(s) may result in Purchaser’s account being placed on credit hold and services discontinued until the account is brought back to current status.

8. EQUIPMENT LEASE AND PURCHASE OPTIONS

Vendor’s services may be accessed using “Equipment,” which is a single unit consisting of a hospital grade stand on wheels with an articulatable arm that has an iPad mounted to it, and includes a stand-mounted external speaker. Subject to the terms of Attachment C Equipment Lease Terms, Purchaser may lease any agreed quantity of Equipment from Vendor.

Additionally, Purchaser may purchase any agreed quantity of Equipment for a one-time payment of \$1,400 per unit.

9. SOFTWARE

Vendor offers the following software to be used with Vendor’s Services:

- 9.1 WorkforceOS is Vendor’s proprietary software-as-a-service platform accessible through a web browser or supported mobile application. WorkforceOS provides Purchaser the ability to manage its on-site interpretation operations, create and manage interpreter profiles, track and manage interpreter compliance, administer interpreter scheduling, and provide data for invoicing. Purchaser may use WorkforceOS to manage its own interpreters, third party interpreters, or both, and prioritize inbound calls to route to Purchaser’s interpreters. WorkforceOS can be integrated with electronic health records platforms.

Platform utilization incurs a one-time setup fee and ongoing monthly charges. SMS messaging only applies if the Purchaser opts in to use the SMS feature. The Audio and Video Minutes Platform Fee applies only when members utilize their staff interpreters for calls through the Workforce OS platform.

Workforce OS is an optional enhancement and not mandatory for accessing other services Propio offers.

Workforce OS Interpreter Scheduling Software	Startup	Professional	Enterprise	Unlimited
One Time Charges				
Implementation	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Monthly Charges				
Admin Users (up to)	2	5	10	Unlimited
Workforce Users (up to)	20	50	100	Unlimited
User Fee	\$599.00	\$999.00	\$1,599.00	\$5,000.00
Software Fee	\$999.00	\$999.00	\$999.00	\$999.00
Total Monthly Charge	\$1,598.00	\$1,998.00	\$2,598.00	\$5,999.00
Per Use Charges				
SMS Messages	\$0.03	\$0.03	\$0.03	\$0.03
Audio Minutes Platform Fee*	\$0.10	\$0.10	\$0.10	\$0.10
Video Minutes Platform Fee*	\$0.20	\$0.20	\$0.20	\$0.20
<i>*Fee only applies when client’s interpreters are utilizing Propio’s remote interpreting platform to service calls</i>				

- 9.2 Propio ONE platform: Vendor’s video interpretation platform. Access to Propio ONE is included in Vendor’s service charges; there is no separate license fee for Propio ONE.

- 9.3 Vu: Vendor’s secure online portal for receiving Translation Services. Access to Vu is included in Vendor’s service charge; there is no separate license fee for Vu.

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For the avoidance of doubt, it is understood that the monthly fee for Propio ONE Remote Interpreting Cart w/tablet and external speaker also covers the above listed Vendor Software, the cost of which is built into the monthly fee for leasing this Equipment.

10. Other services can be scoped and bid upon request.

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Attachment C

Equipment Lease Terms (the “Lease”)

1. General Provisions.

- a. Lease. Vendor hereby leases to Purchaser, and Purchaser hereby leases from Vendor, the Equipment for Purchaser to use for On-Demand Video Interpretation (VRI), subject to the terms and conditions set forth herein.

Table 1: Equipment Pricing	
Description	Cost
36 month cart lease	\$20.42 per month
24 month cart lease	\$30.63 per month
12 month cart lease	\$61.25 per month

- 2. **Term of Lease.** Specific Equipment may be leased pursuant to the terms of this Lease using a separate written instrument signed by Purchaser and Vendor that references this Lease, such as a purchase order. The Lease shall commence on the date the Equipment is accepted by the Purchaser (the “Lease Start Date”) and end on the day when Purchaser makes its final Rent payment (the “Expiration Date”). The written instrument will identify the Equipment and the Expiration Date, and reference and be subject to these Lease Terms. Vendor and Purchaser confirms that any other terms and conditions in the written instrument are null and void. Except as provided otherwise herein, the obligations of Purchaser under this Lease shall remain binding until the Expiration Date or such time as Vendor and Purchaser mutually agree to amend the Term of this Lease. If the Purchaser-Specific Agreement is terminated or expires, this Lease is terminated on the same day. Vendor, at their own expense, shall collect any Equipment at the conclusion or termination of each Lease term. If Vendor fails to retrieve such Equipment within 30 days thereafter, Purchaser may deem the Equipment abandoned by Vendor.
- 3. **Monthly Rent.** In consideration of Vendor leasing the Equipment to Purchaser, Purchaser agrees to pay Rent monthly to Vendor in the amount set forth in Table 1: Equipment Pricing above. Purchaser shall pay Rent to Vendor in monthly installments to be invoiced by Vendor to Purchaser, without notice, demand, deduction or offset, beginning on the Lease Start Date and within thirty (30) days of invoice date. If this Lease is terminated because of an uncured material breach by Purchaser before the Expiration Date, Vendor may, in its sole discretion demand immediate payment of all unpaid Rent.,

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4. **Intellectual Property.** The iPad comprising part of the Equipment will be equipped with a proprietary application installed by Vendor called Propio ONE, which itself may provide access to other proprietary software owned by Vendor, including but not limited to WorkforceOS (the “Vendor Software”).
5. **Maintenance.** Purchaser shall operate and maintain the Equipment in accordance with all applicable laws, ordinances and regulations, all manuals and other instructions issued by the manufacturer(s) and supplier(s) of the Equipment, and all insurance policy terms and requirements. During the Term, Purchaser shall perform, at its sole cost and expense, all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Purchaser, reasonable wear and tear excepted. Purchaser shall not make any alterations to, additions to, modifications to, or deletions from the Equipment without the prior written consent of Vendor, except as may be reasonably necessary to maintain the Equipment in good repair and operating condition. Vendor shall have no obligation to perform any maintenance whatsoever to the Equipment.
6. **Insurance.** Purchaser, at its sole cost and expense, shall keep the Equipment insured with an insurance company and under an insurance policy reasonably acceptable to Vendor against all risks of physical damage for no less than its approximate fair market value.
7. **Loss or Damage.** Until the Equipment is returned to Vendor in satisfactory condition, Purchaser shall be responsible for all risk of loss, damage, destruction or seizure of the Equipment (an “Event of Loss”). Purchaser shall notify Vendor of any Event of Loss within 3 days of the occurrence thereof. In the event that, following an Event of Loss, the Equipment can be repaired, Purchaser shall promptly repair the Equipment at its sole cost and expense, and the terms of this Lease will continue in full force and effect. If an Event of Loss occurs and the condition of the Equipment thereafter is beyond repair, Purchaser shall pay to Vendor, upon demand, the fair market value of the Equipment. Upon receipt of the fair market value of the Equipment, Vendor shall have the right to replace the Equipment, in which case this Lease will continue in full force and effect, or to terminate this Agreement. For avoidance of doubt, Vendor may terminate this Lease without any other modification to the Purchaser-Specific Agreement.

ADDENDUM TO PURCHASE-SPECIFIC AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into as of the last date of signature (“Effective Date”), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated Purchaser created by the virtue of Chapter 450 of the Nevada Revised Statutes (“Purchaser”), and **PROPIO LS, LLC**, hereinafter referred to as (“Vendor”). Purchaser and Vendor are collectively referred to as (“Parties) or individually as (“Party.”)

WHEREAS, the Parties entered into a Propio Language Services Agreement (“Propio Agreement”) for Vendor to provide and perform certain interpreting, translating and language services, on January 3, 2024.

WHEREAS, Purchaser and CyraCom International, Inc. (“CyraCom”) entered into a Purchaser-Specific Agreement (“CyraCom Agreement”) on February 19, 2025 for CyraCom to provide over the phone and video remote interpretation services.

WHEREAS, the CyraCom Agreement is subject to a Purchasing Agreement HPG-2905, dated December 1, 2024, between HealthTrustPurchasing Group, L.P and CyraCom (“HPG Agreement”)

WHEREAS, on July 1, 2025, Vendor acquired CyraCom.

WHEREAS, the Parties now desire to terminate the Propio Agreement and CyraCom Agreement and replace with an updated Purchaser-Specific Agreement, entered concurrently herewith, for Vendor to provide and perform certain over the phone interpretation and video remote interpretation services, among other things, in accordance with the terms and conditions set forth in the Purchaser-Specific Agreement.

WHEREAS, the Purchaser-Specific Agreement shall still be subject to the HPG Agreement (jointly the “Agreement”); and

WHEREAS the Parties desire to amend and/or supplement the Agreement in certain respects as provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to supplement the Agreement with the following terms and conditions:

1. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.
2. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not

exceed those monies appropriated and approved by Purchaser for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall 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 Agreement. Purchaser agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

3. **Public Records Act.** Notwithstanding the foregoing, Vendor acknowledges that the 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 records are public documents available for copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Purchaser from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor's documents in Purchaser's custody and control in which Vendor claims to be confidential and proprietary.
4. **Insurance.** Vendor shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by his reference. Vendor shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
5. **Business Association Agreement.** Vendor agrees to complete and submit the attached Business Association Agreement set forth in **Exhibit C**.
6. **Indemnity.** Vendor does hereby agree to defend, indemnify, and hold harmless Vendor and the employees, officers and agents of Purchaser from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Vendor or the employees or agents of Vendor in the performance of this Agreement.
7. **Covenant.** Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

PROPIO LS, LLC

By: _____

By _____

Name: Mason Van Houweling

Name: Christopher Pesce

Title: Chief Executive Officer

Title: Chief Financial Officer

Date: _____

Date: _____



June 5th, 2026

Vrinda Broughton
Contracts Counsel – Legal Department
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Language Services, Outsourced.

Dear Ms. Broughton:

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 Language Services, Outsourced. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process 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 Language Services, Outsourced category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Language Services, Outsourced were AMN Healthcare Language Svc Inc, Braille Works Intl Inc, Globo, Language Line Services Inc, Language Services Associates Inc, Propio Language Services, and Verbatim Languages Inc. Contracts were executed in December 2024 with AMN Healthcare Language Svc Inc, Braille Works Intl Inc, Globo, Language Line Services Inc, Language Services Associates Inc, Propio Language Services, and Verbatim Languages Inc

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

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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		N/a				
(Include d.b.a., if applicable)		N/A				
Street Address:				Website: N/A		
City, State and Zip Code:		N/A		POC Name: N/A		
				Email:		
Telephone No:				Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No:		
Local Telephone No:		N/A		Local POC Name: N/A		
				Email:		

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

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

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

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

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

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

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

<div style="text-align: center;"><i>Marco Assis</i></div> Signature	Marco Assis Print Name
CEO Title	05 / 19 / 2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Marco Assis

Signature

Marco Assis

Print Name

Authorized Department Representative

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

Issue: Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement with Abbott Laboratories Inc.	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreements with Abbott Laboratories Inc., for structural heart products; authorize the Chief Executive Officer to execute any extension options and future amendments; or take action as deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000718100	Funded Pgm/Grant: N/A
Description: Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement	
Bid/RFP/CBE: NRS 332.115(4)	
Term:	Structural Heart Consignment Agreement – 5 years
	TEER Implantable and Disposable Products Purchase Agreement – 24 months
Amount: Not-to-Exceed: \$400,000 annually or \$2,000,000 in aggregate	
Out Clause:	Structural Heart Consignment Agreement – 30 days without cause
	TEER Implantable and Disposable Products Purchase Agreement – 90 days without cause

BACKGROUND:

This request is for UMC to enter into the Structural Heart Consignment Agreement and TEER Implantable and Disposable Products Purchase Agreement (the “Agreements”) with Abbott Laboratories Inc. (“Abbott”). The Agreements will allow UMC to purchase products that aid heart procedures, including, but not limited to, Amplatzer Amulet LAA Occluders, catheter-based devices designed for patients with non-valvular atrial fibrillation (AFib) at risk of stroke, and the MitraClip system, devices used to repair a leaky mitral valve without the need for open-heart surgery.

UMC will maintain consignment products for 5 years. The Agreement may be terminated upon 30 days’ prior written notice to the vendor. UMC will receive firm access pricing under the TEER Purchase Agreement for 24 months.

Cleared for Agenda
June 17, 2026

Agenda Item #

9

Abbott is a Nevada-registered corporation and currently holds a Clark County business license.

UMC's Director of Cardiopulmonary Services has reviewed and recommends approval of the Agreements. The Agreements have been approved as to form by UMC's Office of General Counsel.



June 9, 2026

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329

Reference: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, Structural Heart Consignment Agreement

Dear Sir or Madam:

Abbott Laboratories Inc. ("ALI"), a subsidiary of Abbott Laboratories ("Abbott") would like to thank you for the opportunity to provide medical device technology to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer"). Abbott is a global leader in the medical device industry, pioneering diabetes management, revolutionizing heart health, advancing innovation in diagnostics and transforming treatment for movement disorders and chronic pain. Our broad portfolio offers cost-effective products, sophisticated technologies and services across the spectrum of cardiovascular, diabetes and neuromodulation.

The terms of this proposal are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this proposal to any third party in any manner whatsoever without ALI's prior written consent except to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer ("Customer Advisors"), provided that any such Customer Advisors agree not to disclose the terms of this proposal to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of the proposal or any associated agreement.

If you do not agree to these terms, please do not review this proposal but instead return it, unread, to your ALI Sales Representative.

This proposal is valid for 90 Days.

We consider it a privilege to work with you and look forward to hearing from you.

Sincerely,

Milos Balsic
REGIONAL SALES DIRECTOR
Abbott Laboratories Inc.

Structural Heart Consignment Agreement

Terms and Conditions

These terms and conditions constitute the agreement (“Agreement”) under which Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories, will consign the Stocked Products (as defined below) to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, number 1000010311 (“Customer”). This Agreement pertains only to consignment terms and conditions for the Stocked Products listed on the Exhibit A (including any subsequent amendments thereto) and, except as expressly provided herein, does not alter any purchase, pricing or other terms otherwise agreed to between Customer and ALI under a separate agreement. ALI and Customer (collectively the “Parties”) agree as follows:

A. Specific Conditions

1. **Incorporation of Exhibits.** The exhibits attached hereto are incorporated herein as if set out verbatim.
 - A. Exhibit A and any subsequent changes agreed upon in the latest Inventory Report (as defined below) contains the current stocked product descriptions and quantities agreed to and effective for the respective period of time (the “Stocked Products”).
 - B. Exhibit B contains a list of Participating Facilities as defined therein.
2. **Payment Terms.** Terms are net thirty (30) days from the date of invoice.
3. **Pricing.** Customer will pay to ALI the mutually agreed upon price for the Stocked Product purchased by Customer as set forth in the applicable pricing agreements between the parties at the time ALI receives a purchase order from Customer.
4. **Term and Termination**
 - A. **Effective Date.** This Agreement shall be effective as of the date set forth on the signature page provided that this Agreement is signed by both Parties (“Effective Date”). The Effective Date shall be no earlier than the first day of the month in which Customer has signed the Agreement.
 - B. **Term.** The term of this Agreement commences on the Effective Date and shall automatically terminate after a five (5) year term unless terminated earlier as set forth herein (the “Term”).
 - C. **Termination.** Either party may terminate this Agreement, at any time without cause by providing the other party with thirty (30) days prior written notice.
 - D. **Termination for Breach.** This Agreement may be terminated by either party as a result of a material breach by the other party upon not less than thirty (30) days prior written notice thereof to the other party provided that such breach is not cured within such thirty (30) day period (the “Cure Period”). In addition, the non-breaching party may pursue any and all additional remedies available to it in law and equity. IN NO EVENT SHALL CUSTOMER BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, OR FOR ANY LOST BUSINESS, REVENUES OR PROFITS.
5. **Consignment Outline and Description.**
 - A. **Product Consigned.** For the Term of this Agreement and subject to availability, ALI shall deliver and supply Customer on a consignment basis the Stocked Product. The description of each Stocked Product will include the product family and the quantity of such Stocked Product to be available by ALI to Customer on a consignment basis (i.e., the “Par Level”). The quantity of Stocked Products listed in Exhibit A and/or any subsequent updates to the Par Level notified by the latest Inventory Report will be mutually agreed upon by Customer and ALI; however, the quantity of Stocked Products cannot exceed more than two (2) months usage. Upon request, no more than once quarterly, ALI will provide the latest Inventory Report (“Inventory Report”), which will include the Stocked Product model number, description, quantity per serial and/or lot number, and ship date for each Participating Facility. The parties agree that the current Par Level for the Stocked Product shall be set forth in either Exhibit A or the latest Inventory Report.
 - B. **Stocked Product Usage Requirement.** If, for a period of ninety (90) days or more, Customer does not purchase a minimum of one (1) Stocked Product within a Product Category as defined and referenced on the Exhibit A or the latest Inventory Report, covered by this Agreement, ALI reserves the right, within that Product Category, to adjust consignment inventory or remove all such product model units from Customer, and adjust the Exhibit A accordingly.
 - C. **Invoicing; Payment.** Customer shall notify ALI Customer Service Department within ten business days from the date that Stocked Product is used by Customer. ALI shall invoice Customer for used Stocked Products, and Customer shall pay ALI in accordance with the pricing and other terms then in effect between ALI and Customer.. In addition, ALI shall replenish the Stocked Product with a replacement product of the same model number.

- D. Storage; Insurance. Customer shall provide adequate care, storage and security of the Stocked Product as described in the “Instructions for Use” (IFU) and/or product package label and shall be financially liable for any Stocked Product that is used, opened, damaged, lost, stolen or otherwise missing. Customer shall maintain, at its own expense, insurance adequate to cover the full value of Stocked Product delivered to Customer. In the event of loss or damage to the Stocked Product due to fire, flood, or any other insurable event, Customer shall reimburse ALI or ALI’s designee the value of the lost or damaged Stocked Product.
- E. Title and Risk of Loss, Shipping Terms. Stocked Product delivered by ALI to Customer under this Agreement will remain the sole and exclusive property of ALI until the Stocked Product is used or opened by Customer for patient care, at which time title shall pass to Customer. Stocked Product put into use by Customer will become the property of Customer, and Customer will purchase the Stocked Product at the time the Stocked Product is used or opened for patient care. ALI shall make commercially reasonable efforts to ship all orders received from Customer within 1-2 business days of receipt of a Replenishment Order. All Stocked Product shall be packaged and shipped to Customer at no additional cost to Customer. Customer agrees to use Stocked Product on a first-expired, first-used basis as applicable.
- F. Inspection and Inventory Management.
- (i) Customer’s Obligations. Customer shall assure proper inventory management/rotation of Stocked Product including storage and use of Stocked Product with shortest expiration first. Expiration dates are visible on the outside of product packaging and listed per applicable regulations.
- (ii) Joint Obligations. Customer and ALI shall jointly (i) verify ALI’s inventory of Stocked Product maintained on Customer’s premises pursuant to a physical inventory examination or other procedures mutually agreed upon by the parties, which verification will be conducted on no more than a quarterly basis, and (ii) reconcile actual Stocked Product in Customer’s possession versus Stocked Product recorded as Par Level in Exhibit A and/or the latest Inventory Report. The dates and times of such inventories shall be mutually agreed upon by the parties in advance. At each review session, all inventory Par Levels may be adjusted to reflect the then current Customer usage. ALI shall immediately notify Customer’s representatives of any discrepancies discovered during the inventory reconciliation, and Customer shall, thereafter, submit a purchase order to ALI for the discrepancy in Stocked Product units.
- G. Obligations upon Termination. Upon notification that this Agreement is terminated, ALI and Customer shall jointly perform a close out inventory reconciliation after which Customer shall either: (i) purchase the Stocked Products, or (ii) return the Stocked Products to ALI (provided that such products comply with the ALI Returned Merchandise Policy). Within thirty (30) days after termination or request for repossession, Customer shall pay ALI for any un-invoiced and unreturned Stocked Product. Should Customer fail to make such payment as set forth above, then ALI will repossess the Stocked Products free from all claims by Customer of trespass, conversion, refund, or damages. With respect to repossession of the Stocked Products, Customer hereby permits ALI to enter the premises where the Stocked Products are located to effectuate the repossession.
- H. Returned Merchandise Policy. All returns require a return number assigned by ALI’s Customer Service Department. ALI will accept returns at its sole discretion provided that: (1) the Product(s) and Stocked Product(s) are unopened and in saleable condition except in the case where the Product or Stocked Product was received by Customer in damaged condition; and (2) the product packaging has not been altered in anyway, including but not limited to mark ups, writing and sticker placement. Returns will only be accepted for items processed in error by ALI, received by Customer in damaged or non-conforming condition, or if specifically agreed to by ALI. Product(s) or Stocked Product(s) deemed to be defective or malfunctioning will be handled according to the warranty specific to such products as set forth thereon. ALI, at its sole discretion, will accept the return of Stocked Products if such Stocked Products are not being used or implanted as expected or as forecasted. Notwithstanding the foregoing, Customer acknowledges that ALI will not accept the return of any Product or Stocked Product that has expired.

B. General Conditions

1. Necessary Information. Customer will make available to ALI all information necessary for the implementation and execution of this Agreement.
2. Access. Customer will provide ALI’s representatives reasonable and necessary access to its facilities in the ordinary course of business. Notwithstanding anything contained herein to the contrary, if ALI comes on-site to Customer’s facilities, ALI shall abide by the relevant compliance policies of Customer made reasonably known to ALI, including its corporate compliance program, ALI Access Roles and Responsibilities Policy and Code of Ethics, , and Customer’s Vaccine Policy, as may be amended from time to time, and must register through Customer’s vendor management/credentialing system prior to arriving on-site at any of Customer’s facilities. ALI’s employees, agents subcontractors and/or designees who do not abide by Customer’s policies may be barred from physical access to Customer’s premises, and such breach shall be considered a material breach of this Agreement.

3. Minimum Order Quantity. The minimum order quantity is one box of any product ordered when there are product packaging or shipping restrictions that impede the sale of products on an individual basis.
4. Single Use. ALI sells or distributes certain products as single-use products, as described in instructions, package inserts, product labeling, product packaging, or contracts for such products. ALI shall not be liable for any injuries to persons or property, or for any other damages, costs, or expenses relating to the re-use of such single use products, and Customer hereby releases, discharges, and indemnifies ALI and its affiliates from and against the same.
5. Own Use. Customer represents and warrants that the Stocked Products purchased hereunder are purchased solely for Customer's own use and not for resale or further distribution.
6. Product Availability. ALI reserves the right to discontinue marketing any products or to allocate supply in the event of shortage, and any such action shall not be deemed a breach of this Agreement.
7. Confidentiality. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this Agreement to any third party in any manner whatsoever without ALI's prior written consent; provided that Customer may disclose the terms of this Agreement to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer ("Customer Advisors"), to the extent that (i) Customer protects the confidentiality of the terms of this Agreement through its contract disclosure documents and communications to its Customer Advisors including advising its Customer Advisors that this Agreement and its terms are confidential and shall not be disclosed to any third party in any manner whatsoever, and (ii) any such Customer Advisors agree not to disclose the terms of this Agreement to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of this Agreement. To the extent Customer, a public, county-owned hospital in the state of Nevada, is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time (the "Act"), and to the extent this Act is applicable to this Agreement; the Parties agree to work together to comply with the Act's disclosure requirements obligating Customer to make its contracts available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that ALI has claimed to be confidential and proprietary, such as ALI's pricing, programs, services, business practices or procedures, Customer will immediately (a) notify ALI of such demand; (b) provide ALI notice prior to the disclosure of any information related to this Agreement; and (c) afford ALI the reasonable opportunity to provide an acceptable redacted version of this Agreement for public disclosure. The Parties shall agree to a redacted version of the Agreement within forty-five (45) days of said initial demand. (If redactions are challenged by a third party, ALI shall be responsible for defending the rationale for its redaction.) Notwithstanding the foregoing or any other section of this Agreement, if ALI does not provide an acceptable redacted version of this Agreement within forty-five (45) days upon reasonable notice from Customer, Customer shall provide the Agreement as required by the Act, and shall be protected from civil liability for posting any confidential information contained in the Agreement pursuant to such Act unless ALI notifies Customer of its intention to seek injunctive relief in a Nevada court for protective order within the forty-five (45) day notice period.
8. Disclosure.
 - A. Customer and ALI shall, in connection with this Agreement, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute").
 - B. Customer hereby acknowledges its legal obligations to fully and accurately report the discounts and/or rebates it receives under all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the Anti-Kickback Statute and its implementing regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided for products purchased under or in connection with this Agreement pursuant to 42 U.S.C. section 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Statute) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Statute), other federal or state laws, or agreement with third party payers. Additionally, the discounts, rebates or other price reductions offered herein may reflect a bundled discount pricing arrangement. With regard to any bundled discount pricing arrangement, ALI shall, where requested, provide Customer (by separate statement) further detail pertaining to such discounts and the allocation of total net purchase dollars to the items and services, as applicable. Customer should retain this Agreement and any other documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request.
 - C. ALI and Customer agree and acknowledge that there may be circumstances in which ALI will offer Customer, and/or health care professionals affiliated with Customer, technical training on its products. This may involve ALI's reimbursement of Customer's reasonable and documented out-of-pocket expenses, including costs associated with meals, travel and lodging. Customer acknowledges that applicable laws and regulations,

including without limitation the U.S. Physician Payments Sunshine Act, may require ALI to disclose to certain federal and state government agencies information regarding such reimbursements.

- D. ALI is an equal opportunity employer and hereby provides notice of its compliance with 41 CFR 60-1.4, 41 CFR 60-250.5, 41 CFR 60-300.5, 41 CFR 60-741.5 and 29 CFR 471 App A, which are incorporated herein by reference.
9. **Warranties.** All warranties, to the extent included, are in the Limited Warranty as set forth in the Product packaging. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN OR AS MAY BE SET FORTH IN THE PRODUCTS' PACKAGING AND/OR INSERTS, ALI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by ALI shall not apply in the event that any Product delivered pursuant to this Agreement is misused, altered, damaged or used by Customer, its employees or agents, other than in accordance with Product labeling and instructions provided by ALI. IN NO EVENT SHALL ALI BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, OR FOR ANY LOST BUSINESS, REVENUES OR PROFITS.
- A. **Remedies for Breach of Warranty.** Provided that Customer has complied with any warranty requirements set forth on the Products Packaging and/or Inserts, with respect to any breach of a warranty set forth herein, the parties agree that ALI, to the extent all applicable warranty terms and conditions are met, shall either (i) repair the affected Product or component, (ii) accept the return of and replace the affected Product or component, or (iii) accept the return of the affected Product or component for credit. Such remedies shall be Customer's sole and exclusive remedies with respect to any such breach of warranty.
10. **Independent Contractors.** The Parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No Party has the authority to bind or act on behalf of any other Party except as otherwise expressly stated in this Agreement.
11. **No Third Party Beneficiaries.** This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third party beneficiary under this Agreement.
12. **Miscellaneous.**
- A. **Amendments and Changes.** Any amendment to this Agreement shall be in writing and signed by the parties. No change to this Agreement, including any conflicting or additional terms contained in any purchase order, acknowledgment form, or other written document submitted by a Party, shall be valid or binding upon the other Party unless approved in writing by a duly authorized representative of each Party. Customer acknowledges that ALI field representatives are not authorized to agree to business or legal terms or conditions on behalf of ALI. ALI acknowledges that Customer's CEO is the only duly authorized representative authorized to agree to business or legal terms or conditions on behalf of Customer.
- B. **Assignment.** Customer shall not assign any rights, obligations or liabilities hereunder without the prior written consent of ALI. Any such attempt by Customer to assign this Agreement shall be null and void and of no effect against ALI. Any assignment of this Agreement by ALI shall require written notice to Customer.
- C. **Governing Law/Dispute Resolution.** This Agreement shall be construed, interpreted, and governed by the laws of the State of Nevada without regard to its conflict of law provisions. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.
- D. **Severability.** The provisions of this Agreement shall be severable and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.
- E. **Entire Agreement.** Upon acceptance by ALI, this Agreement is the entire agreement between the parties regarding the subject matter hereof and shall supersede all prior oral and written agreements for the subject matter hereof.
- F. **Force Majeure.** Neither ALI nor Customer will be liable for any failure to perform under this Agreement due to strikes, fires, explosion, flood, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, war, act of governmental authority, terrorism, acts of God, or other causes beyond its control ("Force Majeure Event"). However, and notwithstanding the foregoing, in no event shall a Party's failure or delay to comply with an obligation to pay money be excused on account of an event of Force Majeure. In the event that a party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (a) immediately notify the other party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a

party's performance for more than sixty (60) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such party.

- G. Waiver. The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.
- H. Notices. Any and all notices, demands, designations, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given and effective upon receipt if delivered personally to such party or if sent by recognized overnight courier service; or if sent by facsimile transmission, upon receipt of confirmation of delivery to the address set forth below; or if mailed by certified mail, return receipt requested, three (3) days after deposit in the U.S. Mail, postage pre-paid if addressed as follows:

To Customer at:	
<u>University Medical Center of Southern Nevada</u>	Customer Name
<u>1800 W Charleston Boulevard</u>	Address
<u>Las Vegas, NV, 89102</u>	City, ST, Zip
Attn: <u>Legal Department</u>	

To ALI at: Abbott Laboratories Inc. Attn: Contract Operations 8701 Bee Cave Rd Building 2, West Austin, TX 78746

Customer and ALI hereby agree to the terms and conditions contained herein and have caused this Agreement to be signed by their duly authorized representatives.

Accepted and Agreed to by:

ALI:

By: _____
Authorized Representative Signature

Printed Name: _____

Title: _____

Date: _____

Customer:

By: _____
Authorized Representative Signature

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

For ALI Internal Use Only and is non-binding.

Effective Date of Agreement: _____

Agreement End Date: _____

Agreement Number: 00169072.0



EXHIBIT A

Customer Name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 City, State: LAS VEGAS, NV
 Customer Number/IDN Code: 1000010311

Product Category	Model Number	Product Description	Current Total	Reduce (-)	Add (+)	New Total
STRUCTURAL HEART VALVE (MHV/THV) & REPAIR (REP) PRODUCTS						
STRUCTURAL HEART LEFT ATRIAL APPENDAGE (LAA) PRODUCTS						
LAA	9-ACP2-007-016	AMPLATZER AMULET 16MM WW	2			2
LAA	9-ACP2-007-018	AMPLATZER AMULET 18MM WW	2			2
LAA	9-ACP2-007-020	AMPLATZER AMULET 20MM WW	2			2
LAA	9-ACP2-007-022	AMPLATZER AMULET 22MM WW	4			4
LAA	9-ACP2-010-025	AMPLATZER AMULET 25MM WW	3			3
LAA	9-ACP2-010-028	AMPLATZER AMULET 28MM WW	3			3
LAA	9-ACP2-010-031	AMPLATZER AMULET 31MM WW	2			2
LAA	9-ACP2-010-034	AMPLATZER AMULET 34MM WW	2			2
STRUCTURAL HEART TRANSCATHETER EDGE-TO-EDGE REPAIR (TEER) PRODUCTS						
TEER	MCG50100	MITRACLIP G5 SYSTEM	0		3	3

End of Exhibit A

EXHIBIT B
PARTICIPATING FACILITIES

Customer Number	Customer Name	City	State
1000010311	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	LAS VEGAS	NV

Note: The facilities listed above are considered the “Participating Facilities” under this Agreement. Additional facilities may be eligible to participate in this Agreement upon mutual agreement of the Parties and execution of an amendment to this Agreement or written confirmation from ALI. Any amendment or written confirmation from ALI will state the additional Participating Facility(ies) and the effective date that the facility(ies) will be a party to this Agreement.

Any facility that does not have a current ALI Customer Number is only eligible to participate under this Agreement once such facility establishes an ALI Customer Number with ALI Customer Service and contacts its assigned ALI sales representative to request sufficient documentation, whether that be an amendment to this Agreement or letter from Abbott, confirming the ALI Account Number with the current Agreement pricing.

If a Participating Facility is no longer a member of Customer, then the facility may no longer be eligible to participate in this Agreement. Such determination shall be at ALI’s sole discretion and ALI shall provide written confirmation including the effective date that a facility shall cease to participate in this Agreement.

End of Exhibit B



June 9, 2026

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329

Reference: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, 1000010311 UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA M-TEER PPA and REB

Dear Sir or Madam:

Abbott Laboratories Inc. ("ALI"), a subsidiary of Abbott Laboratories ("Abbott") would like to thank you for the opportunity to provide medical device technology to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer"). Abbott is a global leader in the medical device industry, pioneering diabetes management, revolutionizing heart health, advancing innovation in diagnostics and transforming treatment for movement disorders and chronic pain. Our broad portfolio offers cost-effective products, sophisticated technologies and services across the spectrum of cardiovascular, diabetes and neuromodulation.

The terms of this proposal are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this proposal to any third party in any manner whatsoever without ALI's prior written consent except to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer ("Customer Advisors"), provided that any such Customer Advisors agree not to disclose the terms of this proposal to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of the proposal or any associated agreement.

If you do not agree to these terms, please do not review this proposal but instead return it, unread, to your ALI Sales Representative.

This proposal is valid for 90 Days.

We consider it a privilege to work with you and look forward to hearing from you.

Sincerely,

Milos Balsic
REGIONAL SALES DIRECTOR
Abbott Laboratories Inc.

TEER Implantable and Disposable Products Purchase Agreement

Terms and Conditions

These terms and conditions constitute the agreement (“Agreement”) under which Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories, will sell products to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, customer number 1000010311 (“Customer”). ALI and Customer (collectively the “Parties”) agree as follows:

A. Specific Conditions

1. Incorporation of Exhibits. The exhibits attached hereto are incorporated herein as if set out verbatim.
 - A. Exhibit A contains product description and pricing (the “Products” as more specifically defined in Exhibit A).
 - B. Exhibit B contains rebates.
 - C. Exhibit C contains a list of Participating Facilities as defined therein.
2. Payment Terms. Terms are net thirty (30) days from the date of invoice.
3. Product Prices. During the Term of the Agreement, the prices for the Products will be as set forth in the Price Exhibit.
4. Shipping Terms. The following shipping terms are subject to product availability:
 - A. The shipping terms for Structural Heart (“SH”) Transcatheter Edge-to-Edge Repair (“TEER”) Products are FOB Origin, freight paid by ALI. ALI agrees to indemnify Customer for damage to or loss of Product during shipment, by means of obtaining insurance or otherwise. ALI’s liability to Customer shall not exceed the value of the lost and/or damaged Product.
5. Compliance Commitment. To the extent this Agreement contains commitment criteria, such criteria will be outlined in Exhibit A. If Customer fails to comply with the required commitments or if ALI has a good faith basis to believe that Customer’s commitments hereunder are not achievable, ALI reserves the right to adjust Customer’s pricing to the appropriate Tier or pursue any remedy under the terms of this Agreement.
6. Term and Termination of Purchase Agreement.
 - A. Effective Date. This Agreement shall be effective as of the date set forth on the signature page provided that this Agreement is signed by both Parties (“Effective Date”). The Effective Date shall be no earlier than the first day of the month in which Customer has signed the Agreement.
 - B. Term. The Term of this Agreement shall be twenty-four (24) months commencing on the Effective Date unless the Agreement is effective on a day other than the first of the month; then the Term of this Agreement is twenty-four (24) months plus any days remaining in the month in which the Agreement is effective (the “Term”).
 - C. Termination. Either party may terminate this Agreement, at any time without cause by providing the other party with ninety (90) days prior written notice.
 - D. Termination for Breach. This Agreement may be terminated by either party as a result of a material breach by the other party upon not less than thirty (30) days prior written notice thereof to the other party provided that such breach is not cured within such thirty (30) day period (the “Cure Period”). In addition, the non-breaching party may pursue any and all additional remedies available to it in law and equity. IN NO EVENT SHALL CUSTOMER BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, OR FOR ANY LOST BUSINESS, REVENUES OR PROFITS.
 - E. Budget Act. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer’s obligations under it shall be extinguished at the end of any of Customer’s fiscal years in which Customer’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then-current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

B. General Conditions

1. Necessary Information. Customer will make available to ALI all information necessary for the implementation and execution of this Agreement.
2. Access. Customer will provide ALI’s representatives reasonable and necessary access to its facilities in the ordinary course of business. Notwithstanding anything contained herein to the contrary, if ALI comes on-site to Customer’s facilities, ALI shall abide by the relevant compliance policies of Customer made reasonably known to ALI, including its corporate compliance program, ALI Access Roles and Responsibilities Policy and Code of Ethics, , and Customer’s

Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. ALI's employees, agents subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises, and such breach shall be considered a material breach of this Agreement.

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 - C. ALI and Customer agree and acknowledge that there may be circumstances in which ALI will offer Customer, and/or health care professionals affiliated with Customer, technical training on its products. This may involve ALI's reimbursement of Customer's reasonable and documented out-of-pocket expenses, including costs

associated with meals, travel and lodging. Customer acknowledges that applicable laws and regulations, including without limitation the U.S. Physician Payments Sunshine Act, may require ALI to disclose to certain federal and state government agencies information regarding such reimbursements.

- D. ALI is an equal opportunity employer and hereby provides notice of its compliance with 41 CFR 60-1.4, 41 CFR 60-250.5, 41 CFR 60-300.5, 41 CFR 60-741.5 and 29 CFR 471 App A, which are incorporated herein by reference.
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10. **Independent Contractors.** The Parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No Party has the authority to bind or act on behalf of any other Party except as otherwise expressly stated in this Agreement.
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- C. Governing Law/Dispute Resolution.** This Agreement shall be construed, interpreted, and governed by the laws of the State of Nevada without regard to its conflict of law provisions. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.
- D. Severability.** The provisions of this Agreement shall be severable and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.
- E. Entire Agreement.** Upon acceptance by ALI, this Agreement is the entire agreement between the parties regarding the subject matter hereof and shall supersede all prior oral and written agreements for the subject matter hereof.

- F. **Force Majeure.** Neither ALI nor Customer will be liable for any failure to perform under this Agreement due to strikes, fires, explosion, flood, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, war, act of governmental authority, terrorism, acts of God, or other causes beyond its control (“Force Majeure Event”). However, and notwithstanding the foregoing, in no event shall a Party’s failure or delay to comply with an obligation to pay money be excused on account of an event of Force Majeure. In the event that a party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (a) immediately notify the other party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party’s performance for more than sixty (60) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such party.
- G. **Waiver.** The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.
- H. **Notices.** Any and all notices, demands, designations, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given and effective upon receipt if delivered personally to such party or if sent by recognized overnight courier service; or if sent by facsimile transmission, upon receipt of confirmation of delivery to the address set forth below; or if mailed by certified mail, return receipt requested, three (3) days after deposit in the U.S. Mail, postage pre-paid if addressed as follows:

To Customer at:	
<u>University Medical Center of Southern Nevada</u>	Customer Name
<u>1800 W Charleston Boulevard</u>	Address
<u>Las Vegas, NV, 89102</u>	Address 2
Attn: <u>Legal Department</u>	City, ST, Zip

To ALI at: Abbott Laboratories Inc. Attn: Contract Operations 8701 Bee Cave Rd Building 2, West Austin, TX 78746

Customer and ALI hereby agree to the terms and conditions contained herein and have caused this Agreement to be signed by their duly authorized representatives.

Accepted and Agreed to by:

ALI:

By: _____
Authorized Representative Signature

Printed Name: _____

Title: _____

Date: _____

Customer:

By: _____
Authorized Representative Signature

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

For ALL Internal Use Only.

Effective Date of Agreement: _____

Rebate Start Date: _____

Agreement End Date: _____

Agreement Number: 00166145.0

Exhibit A
Implantable/Disposable Product Description and Pricing

Abbott Laboratories Inc.
Structural Heart M-TEER Products Line Item Pricing

Abbott’s Mitral Transcatheter Edge-to-Edge Repair (“M-TEER”) products include:

Commitment

Tier 1: Access pricing, no commitment

Product Family	Model Number	Product Description	UoM	Qty/ UoM	Price Tier 1 (EA)
MitraClip	MCG50100	MitraClip G5 System* – one (1) Steerable Guide Catheter & any combination of up to three (3) Clips	EA	1	

**The MitraClip System is comprised of multiple components, including a steerable guide catheter and up to three (3) clips. All sales once received and accepted, will be considered final.*

*To contact Customer Service for questions or to purchase products listed above, please call or email:
800.544.1664
SHcustomerservice@abbott.com*

These products are EDI enabled
GHX Duns (Abbott St. Jude): 080232168

**Exhibit B
Rebate Program**

T-TEER Per Unit Rebate Program			
Customer can earn rebates during the Criteria Period provided Customer achieves or exceeds the Rebate Requirement below. ALI will credit/pay the Rebate Amount Per Unit on Qualifying Product Purchases based on the highest Tier achieved as noted below.			
Rebate Requirement			Rebate Amount
Level	Criteria	Qualifying Product* & Unbundled Price	
1	90% Market Share on all M-TEER products purchased on a quarterly basis	MitraClip	
2	*95% Market Share on all M-TEER products purchased on a quarterly basis AND Purchase a minimum of 5 MitraClip™ systems on a quarterly basis	MitraClip	
<p>“Market Share” shall mean the ratio of total Qualifying Product units purchased less returns, discounts, and allowances by Customer from ALI during the Criteria Period over the total available unit purchases of such similar products by Customer for the Criteria Period from all suppliers.</p> <p>* Customer agrees ALI shall be the Sole Vendor during the period of this Agreement for Qualifying Products, meaning that Customer shall fulfill 95% of its Qualifying Products purchases through purchases from ALI. Both Parties agree that Customer must provide ALI with total unit volume for applicable product categories across all vendors per the Rebate Terms.</p> <p><u>Clinical Determinations.</u> Customer represents and warrants that it and its health care professionals, in all cases, will make independent, patient-specific, clinical determinations regarding the medical necessity of any treatment decisions associated with the implantation of the MitraClip. Customer further represents and warrants that it and its health care professionals will ensure that all medical decisions are in the clinical best interest of the patient. Any decision made by Customer and its health care professionals that it is in the clinical best interest of a specific patient to implant a product other than MitraClip will not negatively impact the evaluation of Customer’s compliance with its market share commitment.</p>			
Criteria Period / Payment Frequency		Three month-period beginning the first full calendar month commencing after the Effective Date	
Rebate Measurement Level		Measured Per Participating Facility	
Rebate Measurement		Rebate Requirements and Rebates Earned shall be calculated against the Invoiced Net Dollar Volume of Products as specified herein, purchased during the Criteria Period. Invoiced Net Dollar Volume is defined as total sales less returns, discounts, and allowances.	
Rebate Period		From Rebate Start Date through Agreement termination.	
Form of Payment		Credit Memo (Default) <input type="checkbox"/> ACH (Complete ACH Form) <input type="checkbox"/>	Check <input type="checkbox"/> Remittance Address: _____ _____ _____
Administrative Instructions		The quarterly rebate criteria may be adjusted annually at ALI’s discretion and added to the Agreement via Amendment. As a result of the said baseline adjustments, noted above, the quarterly rebate criteria shall not be reduced from the initial twelve (12) month Rebate Period amount.	
Rebate Contacts	ALI Name: _____		Customer Name: _____
	Email Address: _____		Email Address: _____

Rebate Terms

- A. **Rebate Start Date:** The “Rebate Start Date” shall be the date set forth on the signature page provided that this Agreement is signed by both Parties. The Rebate Start Date shall be the first day of a month and no earlier than the first day of the month in which Customer has signed the Agreement (“Rebate Start Date”).
- B. **Capital Exclusion:** Capital equipment, capital service plans, or other capital-related product or service purchases shall not qualify for any rebates or be a part of rebate calculations, unless specifically stated.
- C. **Reservation of Rights.** ALI reserves the right to withhold earned rebates as outlined in this Agreement should Customer or any Participating Facility become past due, and to offset the withheld rebates against the past due account. Additionally, ALI reserves the right to withhold and retain earned rebates as outlined in this Agreement if Customer breaches a material provision of this Agreement. If Customer notifies ALI of termination of this Agreement, Customer will forfeit any rebate under this Agreement that has been terminated prior to the end of its Criteria Period. If Customer does not achieve the applicable Rebate Requirements for two (2) consecutive Contract Quarters, ALI reserves the right to terminate the corresponding Rebate.
- D. **Rebate Credit/Payment Terms.** Undisputed rebates shall be credited/paid within forty-five (45) days after the end of the rebate period or after all necessary information is provided, whichever is later. Customer must notify ALI in writing of any rebate dispute within six (6) months of disputed rebate period end; any notifications received after this time will not be eligible for any rebate adjustments. Quarterly rebate programs may be adjusted to reflect ALI quarters.
- E. **Rebate Validation Form:** If the rebate criteria as outlined above is based on market share and/or ALI’s exclusivity, Customer must complete a Rebate Validation Form (“RVF”) and return it to ALI by the last day of the second month after the close of the Criteria Period. The RVF must be signed by an authorized representative of Customer. If Customer fails to sign and return to ALI the completed RVF within the time stated above, Customer shall forfeit any rebate for the related Criteria Period. Customer-reported data on use of the Qualifying Products is subject to verification by ALI based on ALI internal data. Upon ALI’s request, which shall be made within 30 days of receipt of Customer’s RVF for the Criteria Period, and in ALI’s sole discretion, Customer shall provide ALI documentation substantiating the information certified in the RVF and sufficient to allow ALI to verify such information (“Verification Documentation”). In no event shall Customer provide ALI with confidential information from any other vendors. In the event of a discrepancy between Customer-provided information on an RVF for a Criteria Period and the Verification Documentation, ALI reserves the right to withhold or adjust the rebate payment for the related Criteria Period.
- F. **Products for Clinical Trial Use:** All products approved by the FDA for “Clinical Trial Use Only” are excluded from any Rebate Program specified by this Agreement.
- G. **Rebate Requirement Adjustments:** If the intent of the Parties to this Agreement is to adjust the Rebate Requirement for any reason whatsoever (e.g., new calendar year or revisions to Rebate Measurement Level) such adjustment shall be documented in a mutually agreed upon amendment to this Agreement. Additionally, such amendment shall be fully executed prior to the intended start date; failure to do so will result in the existing Rebate Requirement remaining valid until and unless an amendment is fully executed, or this Agreement reaches term.



Rebate Validation Form

Account Name	
Account Number	
Account Address	
Rebate Period Start Date (MM/YYYY)	
Rebate Period End Date (MM/YYYY)	

Qualifying Products	Abbott (Units)	Vendor 2	Vendor 3	All Other Vendors	Total (Units)	Total %
Total (\$)						
Total (%)						

Note: "Market Share" shall mean the ratio of total Qualifying Product purchases by Customer measured in Product spend less credits, discounts and returns during the Criteria Period over the total available spend by Customer on such similar products for the Criteria Period from all suppliers.

Hospital Representative Acknowledgement

Signature: _____

Print Name: _____

Title: _____

Date: _____

Please fax or email completed form to
 Attn: Rebates Administrator (855) 902-0937
USDRebates@Abbott.com

*****CONFIDENTIAL*****



**Exhibit C
Participating Facilities**

Customer Number	Customer Name	City	State
1000010311	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	LAS VEGAS	NV

Note: The facilities listed above are considered the “Participating Facilities” under this Agreement. Additional facilities may be eligible to participate in this Agreement upon mutual agreement of the Parties and execution of an amendment to this Agreement or written confirmation from ALI. Any amendment or written confirmation from ALI will state the additional Participating Facility(ies) and the effective date that the facility(ies) will be a party to this Agreement.

Any facility that does not have a current ALI Customer Number is only eligible to participate under this Agreement once such facility establishes an ALI Customer Number with ALI Customer Service and contacts its assigned ALI sales representative to request sufficient documentation, whether that be an amendment to this Agreement or letter from Abbott, confirming the ALI Account Number with the current Agreement pricing.

If a Participating Facility is no longer a member of Customer, then the facility may no longer be eligible to participate in this Agreement. Such determination shall be at ALI’s sole discretion and ALI shall provide written confirmation including the effective date that a facility shall cease to participate in this Agreement.

**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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Abbott Laboratories Inc.				
(Include d.b.a., if applicable)						
Street Address:		8701 Bee Cave Road, Bldg 2, West		Website: https://www.abbott.com/		
City, State and Zip Code:		Austin, TX 78746		POC Name: Customer Service		
				Email: SHcustomerservice@abbott.com		
Telephone No:		800-544-1664		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).

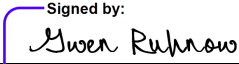
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

Signed by:  _____ Signature ID: A771DCF29AA6488...	Gwen Ruhnow _____ Print Name 5/26/2026 _____ Date
_____ Manager, Pricing & Contracting _____ Title	

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Award RFP No. 2026-04, Construction Manager at Risk for UMC Acute Rehab Center (PWP-CL-2026-268), to Rafael Construction, Inc. and S R Construction, Inc., a joint venture	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the RFP No. 2026-04 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)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: UMC Acute Rehab Center; Contract for CMAR Preconstruction Services	
Bid/RFP/CBE: RFP 2026-04	
Term: 120 days, plus extensions if applicable	
Amount: Not-to-Exceed (“NTE”) \$300,000	
Out Clause: Termination with 30 days’ notice	

BACKGROUND:

On March 16, 2026, a request for proposals was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting proposals from qualified general contractors to serve as the Construction Manager at Risk (CMAR) for UMC’s Acute Rehab Center (the “Project”). On or before the initial proposal deadline on April 13, 2026, proposals were received from the following entities:

- Builders United
- Core West, Inc., d/b/a CORE Construction
- Martin Harris Construction LLC
- Rafael Construction, Inc. and S R Construction, Inc., a joint venture
- The Whiting-Turner Contracting Company

A proposal was also received from Monument Construction after the proposal deadline. As a result, this submittal was disqualified.

Cleared for Agenda
June 17, 2026

Agenda Item #

10

The work for this Project will primarily take place within the UMC Trauma Center building at 800 Hope Pl, Las Vegas, NV 89106, and will include a comprehensive infrastructure upgrade. As part of the work, the office space will be modified to a clinical space for medical use. Most work within the building will take place on floors four and five. Further, the work will include installing an additional elevator shaft and replacing the existing heating and cooling equipment. Complex work on the Hospital generators will also be included in the scope. The CMAR process enables UMC to minimize overall Project risk, improve the Project delivery schedule, and apply potential innovation to meet the Project goals.

An ad hoc committee, in consultation with Grand Canyon Development Partners, reviewed the proposals independently and anonymously. Pursuant to NRS 338.1693, all five timely respondents were invited for in-person presentations on May 12, 2026, and each invited respondent presented and submitted their proposals.

The committee recommends Rafael Construction, Inc. and S R Construction, Inc., a joint venture, (hereafter, "Rafael/SR") for CMAR contract approval, to provide preconstruction services and to establish a guaranteed maximum price ("GMP") for construction services.

The term of the Agreement for preconstruction services is 120 days from the date of award at a total NTE cost of \$300,000. Upon completion of this work, UMC staff intend to return to the Board for permission to award a construction services contract.

Rafael/SR currently holds a Clark County Business License.

UMC's Director and Assistant Director of Facilities Maintenance have reviewed and recommend the award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

**CONTRACT FOR CONSTRUCTION MANAGER AT RISK (CMAR)
PRECONSTRUCTION SERVICES**

This Contract for Construction Manager at Risk (“CMAR”) Preconstruction Services (hereafter, “Contract”) is made effective as of the date last signed below (the “Effective Date”) by any authorized signatory 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, (“Owner”) and RAFAEL CONSTRUCTION, INC. and S R CONSTRUCTION, INC., jointly and severally, (hereafter, “Construction Manager”), and is based on the following:

RECITALS

On March 16, 2026, Owner issued its Request for Proposal, RFP No. 2026-04 Construction Manager at Risk (CMAR) for UMC Acute Rehab Center (PWP-CL-2026-268), (the “RFP”) seeking proposals from qualified Contractors to provide CMAR services in connection with the UMC Acute Rehab Center (The “Project”).

On April 13, 2026, Construction Manager submitted a proposal (“Proposal”) in response to the RFP.

On May 12, 2026, Construction Manager submitted a fee proposal (“Fee Proposal”) in response to the RFP.

On May 18, 2026, Owner selected Construction Manager to proceed with CMAR Preconstruction Services (defined below) for the Project pursuant to the criteria set forth in the RFP.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS AND TERM

A. DEFINITIONS

1. **“Apprentice”** means a person enrolled in a Program.

“Apprenticeship Utilization Act” means the Apprenticeship Utilization Act which was passed by Senate Bill 82 (2023 Nev. State., ch 462) and codified at Nev. Rev. Stat. §338.01165.

2. **“Apprentice Waiver”** means a waiver from the Labor Commissioner of an obligation under the Apprenticeship Utilization Act.
3. **“Calendar Day”** means any day of the year including weekends and holidays.
4. **“Contract Amount”** shall have the meaning set forth in Article III.
5. **“Contract Documents”** shall mean this Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms)
6. **“Good cause”** means: (1) There are no Apprentices available from a Program within the jurisdiction where the Project is to be completed; (2) Construction Manager or one of its subConstruction Managers is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or (3) Construction Manager or one of its subConstruction Managers has requested Apprentices from a Program and the request has been denied or the request has not been approved within 5 business days. The term does not include the refusal of Construction Manager or one of its subConstruction Managers to enter into an apprenticeship agreement.
7. **“Program”** means an apprenticeship program recognized by the State Apprenticeship Council (as defined in Nev. Rev. Stat. §610.30) for the particular craft or type of work.
8. **“Project”** means the Project identified on Page 1 as briefly summarized with any special requirements noted on Exhibit A.

A. INITIAL TERM

The Contract shall commence as of the Effective Date and shall remain in force and effect for 120 calendar days from the date of issuance by Owner of a notice to proceed to Construction Manager and may be extended until the Project is completed (Exhibit B, Preconstruction Services Performance Schedule) unless terminated earlier pursuant to this Contract (“Initial Term” or “Term”). Such termination shall not release either party from any of its continuing obligations under this Agreement.

B. CONTRACT EXTENSION

Without renewing the Term of this Contract, Owner shall have the right to extend this Contract for up to 90 calendar days from its expiration date of the then-applicable Term for any reason. Should Owner exercise its right to extend this Contract for 90 days beyond the expiration of this Contract, Construction Manager shall be entitled to receive consideration as provided for in this Contract, prorated for the period for which Owner requests additional services.

ARTICLE II SCOPE OF CONTRACT

Construction Manager shall provide the preconstruction services as further described below, in Exhibit A and in the RFP, along with those set forth in the Construction Manager’s Proposal to the extent not rejected by Owner, (the “Services” or “Preconstruction Services”), which shall include any applicable Deliverable(s) and all materials, labor, equipment, tools and services to complete the scope of work contemplated herein, including preparation of the proposed

Guaranteed Maximum Price ("GMP"). Preconstruction Services shall be completed on or before 120 days following issuance of the Purchase Order and Notice to Proceed. CMAR agrees to provide the submittals set forth in Exhibit F (Required Submittals) attached hereto.

In the event completion of the Preconstruction Services is not achieved by the date specified above, except as a result of delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay, Construction Manager agrees that Owner shall have the right to deduct from any sums due to Construction Manager hereunder the sum of \$500 for each day that completion of the Preconstruction Services is delayed, provided, however that (i) Owner may commence to make such deductions prior to the scheduled date of completion of the Preconstruction Services in the event Owner reasonably projects that the Project will not be completed on the scheduled date of completion of the Preconstruction Services and (ii) Construction Manager shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due hereunder is less than the amounts Owner has the right to deduct. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages for the failure of completion of the Preconstruction Services would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of such late achievement of completion of the Preconstruction Services and is not intended as a penalty.

"Unavoidable Delay" means delays due to any of the following, and only the following, (provided that such delay is beyond Construction Manager's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure of utilities, or a court order which means a delay (unless resulting from a wrongful act Construction Manager.) In no event shall the application to Construction Manager of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Construction Manager shall use reasonable good faith efforts to notify Owner not less than five days after Construction Manager knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement to the cause of the Unavoidable Delay.

This Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms), constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) the Proposal (including all modifications, but not including any legal terms and conditions. Construction Manager agrees to be bound by any warranties and representations made by Construction Manager in the Proposal and shall notify Owner immediately if there are any material changes to the warranties and representations set forth by Construction Manager in its Proposal, as applicable. This Contract incorporates the following documents by reference: the RFP, the proposal, and the Fee Proposal.

The Construction Manager assumes overall responsibility for ensuring that the Preconstruction

Services are completed in a satisfactory manner.

Construction Manager's Preconstruction Services include, but are not limited to, the following:

General Obligations

Construction Manager shall comply with the duties and powers of CMAR in accordance with Nevada Revised Statutes ("NRS"), including, but not limited to, Chapter 338 and Nevada Administrative Code ("NAC") Chapter 338, including NRS §338.16985.

Construction Manager shall make all submissions required by NRS Chapter 338 and NAC Chapter 338.

Construction Manager shall organize and manage regularly scheduled meetings to apprise Owner and its architect, if any, of the progress of the Project and to discuss any issues with constructability, construction cost, scheduling or any other related matter.

Construction Manager shall provide Owner with Construction Manager's proposed site use, including construction staging, operations and parking that affects the site/adjacent sites or Owner's use of the site/adjacent site in any way.

Construction Manager shall develop proposed schedules and prepare construction cost models/estimates. Schedules and cost estimates shall be updated as the Project design is further developed (at a minimum upon completion of the schematic design, design development and 50% of the construction documents). All preliminary cost estimates shall reflect local market and relevant cost data and projections for all Project elements and cost backup for major Project and systems elements. The cost estimate shall have a direct link to, and basis in, local market costs and local market expertise, and shall provision for labor, materials and other construction elements. Based on the Project scope intent, all preliminary cost estimates shall include an allowance for all items to deliver the Project scope intent, including a cost estimate to deliver a fully functional, constructible and code compliant facility. All cost estimates shall include amounts required to comply with the prevailing wage requirements. Cost estimates shall be in the Construction Specifications Institute (CSI) 16 Division format, with sufficient backup detail.

Construction Manager shall make recommendations with respect to constructability and value engineering at each phase of the design including upon completion of 100% of the construction documents.

Construction Manager shall cooperate with Owner in providing the Services and will be available to Owner for consultation.

Key Personnel

The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during all performance of the work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be binding as if given to the Construction Manager. The Construction Manager shall also employ a Project manager who represents the Construction Manager in the overall planning, execution and closing of the Project, including but not limited to observing all

constraints related to the cost, timing and scope of the Project. The Construction Manager shall also designate a Project executive who will serve as an Executive Construction Manager representative for the Project and a safety director who will be a primary contact for the Owner regarding Project safety.

The Construction Manager, as soon as practicable, shall furnish in writing to Owner the names and qualifications of the proposed Project executive, safety director, superintendent, Project manager, and such other key personnel as reflected in Exhibit E. Within fourteen (14) days of receipt of Construction Manager's notice, either (1) Owner or its architect will notify Construction Manager that they have reasonable objections to the proposed superintendent, Project executive, safety director and/or Project manager, or (2) that Owner or its architect require additional time for review of Construction Manager's proposed key personnel. Failure of Owner or its architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection and acceptance of Construction Manager's proposed key personnel.

The Construction Manager shall not employ a Project executive, safety director, superintendent or Project manager to whom Owner or its architect have made reasonable and timely objection. The Construction Manager shall not change the Project executive, safety director, superintendent or Project manager without Owner's consent, which shall not be unreasonably withheld or delayed. The parties recognize that in the event Construction Manager changes the Project executive, safety director, superintendent and/or Project manager without the consent of Owner, Owner may incur additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Construction Manager will pay to Owner as liquidated damages, and not as a penalty, the amounts indicated below. Owner reserves the right to withhold reasonable payment from the Construction Manager where Construction Manager changes the key personnel without Owner's consent. In the event of unforeseen circumstances, such as termination, resignation, death or serious illness which precludes the identified personnel from carrying out his or her duties and that requires a change in such personnel, Construction Manager shall contact Owner immediately to determine the necessary adjustments.

Owner and Construction Manager agree that Construction Manager shall pay, as liquidated damages, the sum of \$500 per day for changes to Construction Manager's key personnel without Owner's approval. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages as a result of Construction Manager's unauthorized changes to Construction Manager's key personnel would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of Construction Manager's unauthorized changes to Construction Manager's key personnel.

For all Preconstruction Services and for all phases of the Project, Construction Manager shall comply with all Owner Project planning, design, sustainability, operations and procedures standards, and will not deviate from such standards unless agreed in writing by the Executive Director of Planning and Construction.

Preparation of GMP Proposal

The Parties acknowledge and agree that in accordance with the NRS a separate contract with a Guaranteed Maximum Price (GMP) will be required for performance of the construction services (the "CMAR Construction Agreement"). **Notwithstanding the foregoing, Owner is not obligated to enter into a Construction Agreement with Construction Manager.**

Once the design for the Project is sufficiently complete to determine cost, Construction Manager shall prepare and submit a proposed GMP that includes the total cost of work plus the CMAR fee. The proposed GMP shall include all allowable costs required to complete the construction of the project in accordance with the designs and specifications. Construction Manager shall include in the GMP proposal, for Owner's approval, the design completion schedule and construction schedule for the work, including the date for Substantial and Final Completion of the work. The GMP shall include all of the Construction Manager's and all of the subcontractor's costs necessary to accomplish the scope, systems, kinds and quality of materials, finishes, equipment and other items defined in the drawings and specifications, including those that may not be fully and/or technically represented in the final drawings and specifications, to deliver a fully functional, constructible and code compliant facility. The GMP shall include a statement of the estimated costs that is organized by trade categories, allowances, contingency, and other items, and the Fees that comprise the GMP, in a 16 Division Construction Specifications Institute (CSI) format. Attached to this statement must be a proposed Schedule of Values.

Prior to execution of the Construction Contract, Construction Manager shall submit a list (substantially in the form of Exhibit G) of all first-tier subcontractors who will provide labor or a portion of the work to the Construction Manager for which such subcontractors will be paid an amount equal to 1% or more of the GMP or \$50,000.00, whichever is greater. Such list shall set forth the name of the subcontractors, a description of the portion of work to be performed, and the subcontractor's Nevada State Construction Manager's Board license number. The Construction Manager shall also list any portion of the work which is 1% or more of the GMP or \$50,000.00, whichever is greater, that the Construction Manager intends to self-perform.

Concurrent with the Proposed GMP submittal, the Construction Manager shall submit a list (substantially in the form of Exhibit D) of all classes of mechanics and workers necessary to complete the work and shall set forth the hourly and daily wage rates of each class. The rate for each class shall not be less than the prevailing wage rate for such class. Such list shall be incorporated into any final negotiated Construction Contract in accordance with the requirements of NRS §338.020.

Subcontracts

Construction Manager may enter into a contract with a subcontractor to perform Preconstruction Services permitted by NRS §338.16935 in accordance with the requirements thereof.

As part of the Preconstruction Services, Construction Manager shall advertise for and select, in accordance with the applicable provisions of NRS Chapter 338 and NAC Chapter 338, the subcontractors required to complete the construction of the Project. Construction Manager acknowledges that it must comply with all of the requirements of NRS §338.16991 and NRS §338.16995, as well as the requirements of the NAC.

Construction Manager shall advise Owner of all planned pre-bid, bid and solicitations,

including terms, conditions, contract forms, schedules and other items for Owner's review and comment. Owner will ensure (1) determination of qualifications is made subject to the provisions of NRS §338.16991 and (2) evaluation of proposals and selection of subcontractors are done pursuant to the provisions of NRS §338.16995 and the regulations adopted by the State Public Works Board. Construction Manager shall confer with Owner to establish potential bidder lists to be included in the advertised solicitation.

All bids shall be received by the Construction Manager in sealed envelopes and shall be opened privately with the Owner and architect, if applicable, present.

Construction Manager shall ensure that all proposed subcontractors are properly qualified to perform their portion of work.

Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to NRS 338.072.

Construction Manager shall comply with all of the provisions of NRS §§338.020-338.090, inclusive.

Within 10 days of opening the subcontractor proposals, Construction Manager shall provide Owner with a list of the selected subcontractors. Construction Manager shall not substitute any person for itself or a subcontractor who is named on the required list(s) except as provided pursuant to NRS §338.16995.

Additional Scope

Owner may, at its sole option, develop additional job-specific scopes of work ("Scopes of Work" or "SOW"). In the event that Owner elects to request additional services from Construction Manager, additional scope, schedule, and compensation based on the hourly rates set forth in Exhibit D will be negotiated with Construction Manager. Nothing in this Contract shall be construed as guaranteeing Construction Manager that any additional Scopes of work will be actually requested.

ARTICLE III CONSIDERATION

The amount to be paid to Construction Manager for work performed under this Contract shall not exceed \$300,000.00, inclusive of all prices and expenses. Attached as Exhibit D is a list of the personnel by class/title who will perform the Services, the anticipated hours of involvement, and the billable hourly rate.

The amounts shown above are fixed and shall not be exceeded unless mutually agreed upon through a change order and revision of the purchase order.

All payments shall be made within 30 days of acceptance of the related invoice and shall be billed in accordance with the schedule in Exhibit C. Under no circumstances shall Construction Manager be due any interest or penalty on any unpaid amounts.

Pursuant to NRS, any contract for construction work for which the estimated cost exceeds \$100,000 shall be subject to the provisions of the Prevailing Wage Act, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS. In accordance with NRS, Construction Manager agrees that if the Contract Sum at any time equals or exceeds \$100,000, the Project is subject to the prevailing wage requirements under Nevada Law and the requirements of this Section 3. If one (1) or more Change Order(s) causes the Contract Amount to exceed \$100,000, the Construction Manager and each subcontractor shall be obligated to pay prevailing wages retroactive to the commencement of work on the Project. Construction Manager is solely responsible for any retroactive payments of prevailing wage and shall not pass the cost on to Owner. Construction Manager agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project.

A. **Rates.** Construction Manager shall ensure that all employees on the Project are paid, at minimum, the prevailing wages established by the State Labor Commissioner. Prevailing Wages Rates for Clark County must be used. See Office of the Labor Commissioner Website at www.laborcommissioner.com.

B. **Contractual Provisions.** Construction Manager shall include the substance of the prevailing wages requirement of this Article III as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates.

C. **Records.** Construction Manager shall keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvements. Such records shall be open to inspection and reproduction by the Owner during normal business hours. Construction Manager will send one (1) electronic copy of each wage report to Owner's Project Manager using LCPTracker. Construction Manager shall, and shall ensure that each subConstruction Manager does, timely submit to Owner the electronic reports required under NRS 338.070 using LCPTracker.

D. **SubConstruction Managers.** Construction Manager shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the Project within 10 days after the subcontractor commences work on the Project with the identifying (PWP) number for the public work.

E. **Penalties.** Construction Manager shall monitor and ensure compliance to the payment of prevailing wages and submission of reports. Failure to comply with the requirements shall result in the penalties set forth in NRS and the NAC.

1. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each Calendar Day or portion thereof that each worker employed on the Owner's Project is paid less than the designated rate for any work done under the contract by the Construction Manager or any subcontractor under it.

2. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each calendar day or portion thereof for each worker employed on the Owner's Project for which the Construction Manager or subcontractor willfully included inaccurate or incomplete information

in the monthly record required to be submitted to the public body pursuant NRS 338.060.

3. Construction Manager shall forfeit as a penalty to the Owner, amounts required by NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner's Project is not reported to the public body awarding the contract by the Construction Manager or any subcontractor engaged on the public work as required pursuant to subsection 6 of NRS 338.060.

4. If a violation of more than one provision of Sections 1, 2 or 3 of this Contract involves the same worker, the Construction Manager shall forfeit the penalty set forth in each Section that was violated.

5. Posting. Pursuant to NRS 338.020(1)(b), Construction Manager shall post the hourly and daily wages in a generally visible place to the workers.

6. Changes in law. This Article III shall be deemed to incorporate any future modifications to the NRS or NAC with respect to prevailing wage requirements that are applicable to the Project.

F. Notwithstanding anything contained to the contrary herein, it is understood that Construction Manager will adhere to all laws and regulations governing a public works project, including, but not limited to, recently approved bills AB 502 and AB 43. In the event that Owner sustains fines due to the failure of Construction Manager, or subcontractors utilized by Construction Manager, to adhere to such laws, then Construction Manager agrees that such fines may be deducted from payments otherwise due to Construction Manager or, alternatively, such fines will become due and owing from Construction Manager to Owner.

G. Invoice Requirements for Preconstruction Services.

1. Itemized Billing Detail. As a condition precedent to any payment, the Construction Manager shall submit detailed, itemized invoices to the Owner at the time of invoice against the Purchase Order. Each invoice must, at a minimum include the following information for all services rendered during the billing period:
 - The name and role of each individual performing the work;
 - The exact number of hours expended by each individual, tracked daily;
 - The contractually agreed-upon hourly rate for each individual; and
 - A detailed, specific description of the work performed during those hours (generic descriptions such as "estimating" or "preconstruction" without further detail shall be deemed insufficient).
2. Owner's Right to Refuse Invoice Processing Due to Non-Compliance. The Owner shall have no obligation to process or pay any invoice that does not strictly comply with the requirements of this section, and such non-payment shall not constitute a breach of contract by the Owner nor justify a suspension of services by the Contract Manager.
3. Owner's Right to Modify Invoice Criteria. Owner shall have the right to add or remove requirements of billing detail. Such modification of the requirements can only be made in writing by a designated representative of Owner.

ARTICLE IV DEFAULT

A. DEFAULT BY CONSTRUCTION MANAGER

Owner shall provide Construction Manager written notice of any material breach of this Contract. Should Construction Manager fail to cure such material breach within 10 business days following receipt of written notice, Owner shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses, and Construction Manager shall immediately refund Owner a pro-rata amount of any advance or prepaid unearned monies. In case of default by Construction Manager, the Owner reserves the right to hold Construction Manager responsible for any actual or incidental damages.

B. DEFAULT BY Owner

Construction Manager shall provide Owner written notice of any material breach of this Contract. Should Owner fail to cure such material breach within 10 business days following receipt of written notice, Construction Manager shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by Owner, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, Owner hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Without limiting any of the other obligations or liabilities of the Construction Manager, the Construction Manager as primary insured shall, at Construction Manager's sole expense procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Owner the required insurance shall be submitted to the Owner and accepted prior to the execution of this Contract or any work being completed by Construction Manager, whichever occurs first. Such insurances must remain in force and effect until the later of: (1) final acceptance by the Owner of the completion of the work in this Contract, or (2) such time as the insurance is no longer required by the Owner under the terms of the Contract.

1. **Commercial General Liability Insurance.** Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent Construction Managers, completed operations, personal injury, products, and liability assumed under contract. Explosion, collapse and underground coverage shall not be excluded.
2. **Umbrella/Excess Liability Insurance.** Coverage shall be in the amounts as follows:
 - \$5,000,000 each occurrence/aggregate and must be Project specific/dedicated limit for construction contracts between \$1,000,001 and \$5,000,000 or:
 - \$10,000,000 each occurrence/aggregate and must be Project specific/dedicated limit for construction contracts over \$5,000,000.

May be used to achieve the above minimum liability limits.

Shall be endorsed to state it is as broad as primary policies.

3. **Automobile Liability Insurance.** Coverage in the amount of \$1,000,000 Combined Single Limit per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

4. **Employers Liability.** Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from Owner. Construction Manager providing services shall provide proof of workers' Compensation insurance as required by NRS §616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters, is not required.

5. **Pollution Liability.** If applicable, the minimum limit of liability required will be \$5,000,000 per occurrence/aggregate if this coverage is required.

Builders Risk. The Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in this contract or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Construction Manager, SubConstruction Managers and Sub-subConstruction Managers in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Construction Manager's services and expenses required as a result of such insured loss.

If the property insurance requires deductibles, the Construction Manager shall pay costs not covered because of such deductibles.

This builders risk / property insurance shall cover portions of the work stored off the site, and also portions of the work in transit.

Partial occupancy or use in accordance with this contract shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. Boiler and Machinery Insurance.

6. **Hazards.** The Construction Manager shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

General Requirements. Each insurance policy shall conform to the below listed requirements:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
2. Currently rated by A.M. Best as A - IX or better.
3. Be endorsed to provide 10 days' prior notice for non-payment of premium.

Additional Insured. University Medical Center of Southern Nevada must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming the Owner as an additional insured.

Primary Policy. Parties contracting directly with the Owner must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage

available. Any insurance or self-insurance available to the Owner shall be in excess of and non-contributing with any insurance required.

Loss Payee: University Medical Center of Southern Nevada shall be named as loss payee as respects their interest in any property that the Construction Manager has an obligation to insure on behalf of Owner.

Evidence of Insurance. Prior to the start of any work, the Construction Manager must provide the below listed documents to Owner:

1. Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to the Owner to show evidence the insurance policies and coverage required of the Construction Manager.
2. Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
3. Endorsement reflecting Construction Manager insurance policies are primary over any other applicable insurance.
4. Loss Payee Endorsement.

Obligations. Construction Manager shall do the following:

1. Have each of their insurance policies endorsed to provide 10 days' notice for non-payment of premium;
2. Specify that the policies cannot be cancelled, non-renewed, coverage and/or limits reduced or coverage materially altered that can effect Owner without 60 days' prior written notice to Owner and the notices required by this paragraph shall be sent by certified mail to Owner;
3. Send to the Owner a facsimile copy of the policy cancellation and/or change of policy and conditions notice in this paragraph to the Owner within three business days upon receipt;
4. Provide a copy of each policy and the loss history thereof upon request of Owner.
5. Until such time as the insurance is no longer required by Owner, Construction

- Manager shall provide Owner with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance;
6. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Construction Manager has knowledge of any such failure, Construction Manager shall immediately notify Owner and replace such insurance or bond with insurance or bond meeting the contract's requirements.

B. OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

In no event shall any official, officer, employee, or agent of Owner in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION; DISPUTE RESOLUTION

Construction Manager shall indemnify, defend and hold harmless Owner, its officers, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Construction Manager or any of its officers, employees, agents, or subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "Claim(s)"). Owner will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Construction Manager shall not settle any Claim or threat thereof without the prior written approval of Owner, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by Owner or admit or attribute to Owner any fault or misconduct.

In any and all claims against Owner, or any of their agents or employees by any employee of the Construction Manager, any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Construction Manager or any subcontractors under workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

Obligations of the Construction Manager shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Contract or otherwise available to the Construction Manager or subcontractors.

Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within 30 days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this provision, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by Owner, this Contract shall terminate, without penalty, upon 30 calendar days' written notice being given by Owner to Construction Manager, and Construction Manager shall immediately refund Owner any pre-paid or advance unearned payments it made to Construction Manager.

B. ASSIGNS AND SUCCESSORS

Construction Manager shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of Owner. Notwithstanding the foregoing, Construction Manager shall be fully responsible to Owner and shall indemnify Owner for any acts or omissions of any subcontractors hired by Construction Manager, regardless of whether Owner consented to the use of any such subcontractors.

C. LEGAL COMPLIANCE

Construction Manager warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

Each Construction Manager, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work. **Construction Manager agrees to insert this provision in contracts it may have with any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project.**

Construction Manager and each subcontractor must comply with the applicable requirements of NRS Chapter 338 and NAC Chapter 338. To the extent a provision of this Contract is prohibited by NRS Chapter 338 and/or NAC Chapter 338, it is hereby deemed modified to the extent necessary to comply with the provisions of NRS Chapter 338 and/or NAC Chapter 338. To the extent a provision is required to be inserted into this Contract by NRS Chapter 338 and/or NAC Chapter 338, it is deemed inserted.

D. CONFIDENTIALITY

Construction Manager acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to Owner, whether originals or copies. Construction Manager acknowledges that Owner would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without Owner's prior written approval. Notwithstanding anything contained in this Agreement to the contrary, Construction Manager acknowledges that Owner is a public, county-owned, hospital that 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 for copying and inspection by the public. If Owner receives a demand for the disclosure of any information related to the Agreement which Construction Manager has claimed to be confidential and proprietary, Owner will immediately notify Construction Manager of such demand and, if applicable, Construction Manager shall immediately notify Owner of its intention to seek injunctive relief in a Nevada court for protective order. Construction Manager shall indemnify, defend and hold harmless Owner from any claims or actions, including all associated costs and attorneys' fees, regarding or related to any demand for the disclosure of Construction Manager's documents in Owner's custody and control.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Construction Manager certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Construction Manager agrees to provide immediate notice to Owner in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. Owner is an Equal Opportunity/Affirmative Action employer committed to achieving excellence through diversity. By signing this Contract, Construction Manager certifies that it and its subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Construction Manager or its subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, Owner may declare Construction Manager in breach of this Contract and immediately terminate this Contract, and Construction Manager shall immediately refund Owner any prepaid or advance unearned monies that Owner paid to Construction Manager.

2. In connection with the performance of work under this contract, the Construction Manager agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

The Construction Manager further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Construction Manager expressly consents to the jurisdiction of said court.

Las Vegas NV 89102

Construction Manager as follows: Rafael Construction, Inc.
5870 Construction Avenue
Las Vegas, NV 89122

S R Construction, Inc.
3579 Red Rock Street
Las Vegas, NV 89103

L. OWNERSHIP OF MATERIALS

By signing this Contract, Construction Manager acknowledges that any materials and/or Owner customer/user data that may result from its efforts, as related to this Contract, are the property of Owner and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of Owner. As applicable, Construction Manager shall provide good title to any applicable Deliverable(s), and Construction Manager shall execute any additional documents

necessary to secure or renew Owner's rights in and to any applicable Deliverable(s). Construction Manager warrants that it is either the Owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Construction Manager acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Construction Manager and Owner, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of Owner free from any claims by Construction Manager or anyone deriving rights through them. Construction Manager hereby grants, sells, assigns, and transfers unto Owner, its successors, and assigns all and any of Construction Manager's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of Owner. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to Owner, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Construction Manager grants to Owner, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

M. TAXES, LICENSES AND PERMITS

It is the Construction Manager's responsibility to secure all required licenses, permits,

franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Construction Manager warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services.

Construction Manager shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Construction Manager certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to Owner in the event the license is no longer valid.

N. PATENTS AND ROYALTIES

The Construction Manager shall hold and save Owner and his officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by Owner, unless otherwise specifically stipulated in the Contract Documents. If the Construction Manager uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Amount shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the work.

O. PUBLIC RECORDS

This Contract is a public record and is subject to disclosure without notification pursuant to a valid Nevada Public Records request pursuant to NRS 239.

P. TERMINATION FOR CONVENIENCE

Owner shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Construction Manager with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from Owner to Construction Manager, specifying the extent and effective date of the termination. On the effective date of the termination, Construction Manager shall terminate all work and take all reasonable actions to mitigate expenses. Construction Manager shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by Owner. In the event of such termination, Owner agrees to pay Construction Manager within thirty (30) calendar days after acceptance of invoice.

Q. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

R. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Construction Manager acknowledges and agrees that it shall not use the name of Owner; or any other Owner logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of Ownership of the foregoing (collectively, "Marks"). Construction Manager further acknowledges and agrees that the Marks are the sole property of Owner and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of Owner.

S. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

T. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) Owner supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by Owner. Owner also supports efforts to encourage local businesses to compete for Owner contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, Owner supports finding opportunities for such MWDBE and local business concerns to participate as subcontractor or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is anticipated to exceed \$1,000,000 at any time during the life of the Contract, Construction Manager must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the Owner. The report must be available to Owner by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the subcontractors attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned fifty-one percent (51%) or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least 51% unconditionally owned by one or more women, or a publicly owned business that has at least 51% of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least fifty-one percent (51%) of the Ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

U. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting

contract with the authorization of Construction Manager. Owner is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

V. INFORMATION ACCESS AND AUDIT

The books, records, documents and accounting procedures and practices of the Construction Manager relevant to this Contract shall be subject to inspection, examination and audit by Owner, including legal counsel, during the course of this Project and for three (3) years after its completion.

Furthermore, Construction Manager agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon Owner's request, during the Term or for a period of two (2) years thereafter, Construction Manager shall in a timely manner, allow Owner, Owner's internal auditor or a third party auditor retained by Owner to audit and analyze Construction Manager's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Construction Manager's premises and relevant records where required by legal processes or applicable laws or regulations.

W. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Construction Manager shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Construction Manager shall ensure that all Construction Manager personnel providing the Services (which shall include Construction Manager principals and subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for Owner or on Owner owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for Owner or on Owner Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by Owner representatives may be made of persons, personal effects, lockers, or other storage areas on Owner Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto Owner Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Construction Manager and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

X. SUSTAINABILITY

a) A key focus of Owner is to minimize the impact the procurement of goods and services has on the local environment. Owner is committed to sustainable economic, social, and environmental practices in all operations involving Owner. It is important that Construction Manager share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.

b) Owner may request Construction Manager to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by Owner.

c) All electronic equipment Owner purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve Owner's energy and financial performance while distinguishing our institution as an environmental leader.

Y. PREFERENTIAL EMPLOYMENT

All Construction Managers shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Construction Manager, this Contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

Z. NEVADA PREFERENCE

If applicable, the provisions of the Affidavit Pertaining to Preference Eligibility executed by Construction Manager (the "Affidavit") are deemed incorporated into the Contract and any failure to comply with the provisions of the Affidavit entitles Owner to a penalty in accordance with NRS 338.0117. The following provisions apply if Construction Manager received a preference:

1. If a party to the contract causes the Construction Manager, applicant or design build team to fail to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117, the party is liable to the Owner for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;
2. The right to recover the amount determined pursuant to §2.1.9.4.1 by Owner pursuant to subsection 5 of NRS 338.0117 may be enforced by Owner directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117; and
3. No other party to the contract is liable to Owner for a penalty; and
4. Construction Manager shall include this provision in all subcontracts and require it to be included in all lower tier subcontracts.

AA. APPRENTICESHIP UTILIZATION ACT

Construction Manager shall, and shall ensure each subcontractor shall, comply with the apprentice employment requirements contained in the Apprenticeship Utilization Act. If at any time during the Project, Construction Manager requires an Apprentice Waiver, Construction Manager shall submit a request for waiver to Owner. If Construction Manager has demonstrated Good Cause, Owner will submit the request to the Labor Commissioner for approval. If a request for an Apprentice Waiver is denied, Construction Manager must comply with the requirements of the Apprenticeship Utilization Act. Construction Manager's failure to comply with the Apprenticeship Utilization Act shall constitute a material breach of this Contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.


Owner:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ DATE _____
MASON VAN HOUWELING
Chief Executive Officer

CONSTRUCTION MANAGER:

RAFAEL CONSTRUCTION, INC.

By:  _____ DATE 6/4/26
RAFAEL MEDINA, JR.
Founder & President

S R CONSTRUCTION, INC.

By:  _____ DATE 6/4/26
BRET LOUGHRIDGE
President

EXHIBITS

The following exhibits will be incorporated into the Agreement for preconstruction services as noted below:

Exhibit A	Scope of Services
Exhibit B	Preconstruction Services Performance Schedule
Exhibit C	Preconstruction Services Payment Schedule
Exhibit D	Hourly Fee Schedule for Additional Preconstruction Services
Exhibit E	Key Personnel List for Preconstruction Services
Exhibit F	Required Submittals
Exhibit G	Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work

Exhibit A
Scope of Services

Construction Manager shall be responsible for all preconstruction services reasonably expected on a project similar in nature to that defined in the Agreement, the requirements listed in the Agreement, submittals as specified on Exhibit F, and the following:

- Cost estimating; Determination of a guaranteed maximum price (“GMP”) for the Project
- Determination of constructability and the issuance of guidance as to constructability to Owner
- Value engineering services
- Preliminary scheduling of the Project in coordination with Owner
 - Modification of scheduling as directed by Owner
 - Issuance of scheduling documentation to Owner
- If applicable, Construction Manager shall be provided copies of any modification to, or creation of, architectural plans or drawings
- Owner shall be provided with copies of subcontractor proposals, regardless of whether the subcontractors are chosen for the Project
- Construction Manager shall report weekly to Owner and/or Owner’s designated representative. The report must include updates on the progress relative to the requirements herein, including, but not limited to, cost, constructability, value engineering, and scheduling. Owner shall have the right to add to this list of reporting requirements during the Term.

Exhibit B
Preconstruction Services Performance Schedule

The estimated time allowed to complete each phase of the work is shown in the following table.

The CMAR shall complete its required work for each phase as soon as practical after the completion of each event, task, phase, and service and within the following estimated phase times excepting the reports, estimates, and schedules required to be conducted upon the conclusion of each design phase shall be submitted to Owner as indicated below after completion of each phase.

Completion and Owner acceptance of all submittals are prerequisites to payment for each phase of service. The compensation for the 100% Construction Documents Phase may be paid prior to the CMAR's Constructability Report backcheck services if \$5,000 is withheld for such services until complete. Constructability backcheck services shall be completed and the reports delivered to Owner within five working days of delivery of the revised documents to the CMAR.

The CMAR shall not be eligible for additional compensation based on the Project phases exceeding these estimated times.

PHASE	CALENDAR DAYS TO COMPLETE	TIME FOR CMAR TO COMPLETE SUBMITTALS AFTER PHASE IS FINISHED
Preliminary, Programming and Conceptual Design	NIC	
30% or Schematic Design	NIC	
Post Award Scope and Budget Alignment		
70% or Design Development		
90% Construction Documents		
100% Construction Documents		
Subcontractor Bidding		
GMP Preparation		
TOTAL	120 days	

Exhibit C
Preconstruction Services Payment Schedule

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
1 st Progress Report	40% of Total
2 nd Progress Report	40% of Total
Submittal of GMP	20% of Total

A. ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.

At Owner's discretion, Owner may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the CMAR's hourly rates. As part of this change to an hourly rate, Owner may add, delete, or modify the services to be performed. Owner shall provide written notice to the CMAR prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

B. RETAINAGE.

Retainage will not be withheld from payments for Pre-Construction Services under this Agreement.

**Rafael Construction, Inc. & SR
Construction - A Joint Venture
2026 Rate Sheet UMC Acute Rehab
Center**

Position - 2026	Hourly Rate
Vice President	\$ 223.58
Project Executive	\$ 217.23
Director of Pre-Construction	\$ 200.29
Senior Project Manager	\$ 170.13
Senior Estimator	\$ 162.11
Project Manager - Level 4	\$ 135.40
Project Manager - Level 3	\$ 125.62
Project Manager - Level 1	\$ 102.72
Asst. Project Manager	\$ 98.16
Project Engineer	\$ 87.05
Scheduler	\$ 133.09
Permit Expediter	\$ 93.40
Accounting Level 1	\$ 79.86
Safety Director	\$ 121.81
Safety Manager	\$ 102.92
Quality Manager	\$ 102.92
Intern	\$ 53.31
VP of Field Operations	\$ 230.69
Senior Superintendent	\$ 176.71
Superintendent - Level 4	\$ 142.58
Superintendent - Level 3	\$ 131.15
Superintendent - Level 1	\$ 104.44
Senior Field Engineer	\$ 96.82
Field Engineer	\$ 89.20

Exhibit E
Key Personnel List

The following personnel will be assigned by the CMAR to work on the Project. The same person may be listed for multiple positions on the Project. Any changes or additions require Owner approval.

- 1) CMAR PRECON REPRESENTATIVE:
- 2) CMAR REPRESENTATIVE'S SUPERVISOR:
- 3) SENIOR PROJECT MANAGER:
- 4) SENIOR SUPERINTENDENT:
- 5) COST ESTIMATOR:
- 6) SCHEDULER:
- 7) BIDABILITY REVIEWER:
- 8) SAFETY MANAGER:
- 9) QUALITY MANAGER:
- 10) PROJECT FIELD ENGINEER:

**Exhibit F
Required Submittals**

The following deliverables are required under this contract and must be updated at the end of each phase specified in Exhibit B, as appropriate.

- 1) Project management issues Overview Report, at the conclusion of the Pre Construction phase.
- 2) Construction Cost Estimate at phases
- 3) Master Development Schedule (inclusive of Owner activities)
- 4) Subcontracting Plan
- 5) Progress Reports (to include period reports, per Exhibit C, as well as weekly OAC meeting agendas and minutes)
- 6) Conflicting Conditions Report, if any are discovered.
- 7) Construction Plan (to include detailed logistics and phasing plans)
- 8) Construction Packaging Analysis (to include: 1) constructability review inclusive of specifications and attic stock, 2) value analysis, 3) cash flow projections, 4) need for onsite storage and office/support space, 5) plan for early activities/site work, 6) responsibility matrix with tracking plan/mechanism)
- 9) Public Outreach Plan (if required)
- 10) Utility Designation Plan and Utility Conflict Schedule (if required)
- 11) Constructability Report and Drawing Set Mark-up, under separate cover
- 12) Guaranteed Maximum Price Proposal with Associated backup documentation for multiple GMP required (3-4) (to include a minimum of three bids per scope)

Exhibit G
Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work
(To be completed by CMAR and submitted with GMP Proposal)

NAME OF CMAR: <u>RAFAEL CONSTRUCTION, INC. & S R CONSTRUCTION, INC.</u>	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE	LICENSE NUMBER(S): _____

In accordance with NRS 338.141, CMAR shall complete either Section 1 OR Section 2, AND Section 3 below.

<u>SECTION 1.</u> A description of the labor or portion of the work that the CMAR will <u>self-perform</u> in the box directly below.
DESCRIPTION OF LABOR OR PORTION OF THE WORK BEING <u>SELF-PERFORMED</u> BY CMAR

OR

<u>SECTION 2.</u> Acknowledgment that the CMAR shall self-perform all work equal to or greater than 1 percent of the cost of the Public Work or \$50,000, whichever is greater, other than that being performed by a first tier Subcontractor listed in Section 3 below.
CMAR Initials: _____ Note: If CMAR initials here, <i>do not</i> complete Section 1

AND

SECTION 3.

In accordance with NRS 338.141, CMAR shall name each first tier Subcontractor who will provide labor or a portion of the work to the CMAR for which the first tier Subcontractor will be paid an amount exceeding 1 percent of the cost of the Public Work or \$50,000, whichever is greater. Note: If additional space is needed, list the Subcontractors and sign the following page.

NAME OF SUBCONTRACTOR	LICENSE NUMBER(S) OF SUBCONTRACTOR	DESCRIPTION OF LABOR OR PORTION OF WORK BEING PERFORMED BY SUBCONTRACTOR
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		

<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
---	--	--

AUTHORIZED BY: _____

Section 3. 1% Subcontractor List (continued as necessary)

NAME OF SUBCONTRACTOR	LICENSE NUMBER(S) OF SUBCONTRACTOR	DESCRIPTION OF LABOR OR PORTION OF WORK BEING PERFORMED BY SUBCONTRACTOR
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
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<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DVBE		

AUTHORIZED BY: _____

Signature

Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: Rafael Construction Inc 80 SR Construction 38						
Corporate/Business Entity Name:	Rafael Construction, Inc & SR Construction, Inc., a Joint Venture					
(Include d.b.a., if applicable)	N/A					
Street Address:	5870 Construction Ave			Website: www.RafaelConstruction.com		
City, State and Zip Code:	Las Vegas, NV 89122			POC Name: Email: Scott.FitzGerald@RafaelCompanies.com		
Telephone No:	702-451-5511			Fax No: 702-451-6111		
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)
Rafael Medina Jr	Founder/President	75%
Timothy Burns	Co-Owner & Senior Executive Vice President	25%
Bret Loughridge	President	100%

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

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

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

	Rafael Medina, Jr.	Bret Loughridge
Signature	Print Name	
Founder and President	04/13/2026	
Title	Date	

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
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 AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Award RFI No. 2026-09 Oral and Maxillofacial Surgery Services to various providers	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the RFI No. 2026-09 Oral and Maxillofacial Surgery Services to multiple providers; approve the Professional Services Agreements and authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000723000	Funded Pgm/Grant: N/A
Description: Oral and Maxillofacial Surgery On-Call Services	
Bid/RFP/CBE: RFI 2026-09	
Term: 7/1/2026 to 6/30/2029 with two, 1-year options	
Amount: \$1,200 per day for on-call services; NTE \$438,000 per year or potential NTE aggregate of \$2,190,000 for five (5) years per provider	
Out Clause: 30 days w/o cause	

BACKGROUND:

On May 1, 2026, a notice of interest was issued in NGEM allowing various individual and group dental providers (“providers”) to express their interest in participating in RFI No. 2026-09 for Oral and Maxillofacial Surgery On-Call Services. The RFI was also published in the Las Vegas Review Journal on May 3, 2026. This request is to award the Professional Services Agreement (“Agreement”) to the following providers who accept the contract terms:

- Jeff E. Moxley, DDS, PC
- Katherine A. Keeley, MD, PC d/b/a Katherine A. Keeley, MD, DDS
- Mark L. Glyman, MD, DDS and Eric D. Swanson, MD, DMD, Ltd. d/b/a Oral and Maxillofacial Surgery Associates of Nevada
- Steven Saxe, DMD

Cleared for Agenda
June 17, 2026

Agenda Item #

11

For the total not to exceed amount of \$438,000 per year, providers who signed the Agreement will provide 24/7 emergency, on-call and consultative services to UMC's inpatients and outpatients, including Emergency and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff. The Term of the Agreement is from July 1, 2026 through June 30, 2029, with the option to extend for two, 1-year periods. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension options at his discretion if deemed beneficial to UMC. The compensation for the on-call services is based on fair market value as determined by a third party independent appraisal.

UMC's Support Services Executive Director has reviewed and recommends award of the Agreements. The Agreement has been approved as to form by UMC's Office of General Counsel.

**PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)**

This Agreement, made and entered into this 1st day of July, 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 Jeff E. Maxly, DDS, PC, a licensed Nevada physician engaged in the practice of dentistry specializing in Oral and Maxillofacial Surgery Services with his/her principal place of business at 3663 E. Sunset Rd, #403, Las Vegas, NV 89120 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of an acute care hospital and an American College of Surgeons verified Level 1 Trauma Center which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department (the "Department"), requires Services from a physician who has been properly trained and is fully qualified and credentialed to practice dentistry as an Oral and Maxillofacial surgeon;

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

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

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

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to Oral and Maxillofacial Surgery Services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 On-Call Services. Emergency and on-call Oral and Maxillofacial Surgery Services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the Oral and Maxillofacial Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
- a. Provider shall at all times hereunder, be a member in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace Provider who has been suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice dentistry, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. Provider shall be fully responsible for the performance and supervision of any Advanced Practice Professionals or others under his/her direction and control, in the performance of Services under this Agreement.
 - c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Advanced Practice Professionals Manual.
 - d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.
- 2.3 Representations of Provider. Provider represents and warrants that he/she:
- a. is Board Certified in Oral and Maxillofacial Surgery;
 - b. possesses an active license to practice dentistry from the State of Nevada which is in good standing;
 - c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;

- d. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of dentistry, either temporarily or permanently;
- e. has never been denied membership or reappointment to the dental staff of any hospital or healthcare facility;
- f. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation (as applicable);
- g. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- h. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of dental services;
- i. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- j. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 **Notification Requirements.** The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

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

2.6 **Industrial Insurance.**

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for his/her employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement, if and as required. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on him/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider's Personal Expenses. Provider shall be responsible for all his/her personal expenses, and those of any Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.9 Maintenance of Records.
- a. All dental records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
 - b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.
- 2.10 Health Insurance Portability and Accountability Act of 1996.
- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
 - b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make his/her internal

practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

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

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

2.12 Personnel Onsite. Provider will follow Hospital’s relevant compliance policies as followed by Hospital’s staff including its corporate compliance program, Hospital’s Contracted/Non-Employee Requirements Policy, Code of Ethics and Hospital’s Vaccine Policy, as may be amended from time to time. Hospital will provide copies of said policies upon Provider’s request. Provider may be required to (a) register through Hospital’s vendor management/credentialing system prior to arriving onsite at any of Hospital’s facilities; and (b) complete background checks of employees, agents and/or subcontractors who provide services to Hospital, the records of which shall be maintained and kept by Provider. Upon Provider’s request, Hospital may perform the background check and bill Provider the actual and incurred cost of same. Should the Services involve a continuous presence by Provider’s employees or agents onsite at Hospital’s facilities, Provider may be required to complete Hospital’s onboarding process and abide by onboarding requirements of Hospital’s Human Resources Department. Provider’s employees, agents, subcontractors and/or designees who do not abide by Hospital’s policies may be barred from physical access to Hospital’s premises, and such breach shall be considered a material breach of this Agreement.

III. HOSPITAL’S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider’s private office space); however, Provider shall not have exclusivity over any space or equipment provided therein

and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

- b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Supply Chain, Medical Records and Nursing related to the provisions of the Clinical Services.
- 3.3 Personnel. Other than Provider and his/her Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-

party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

- a. To use his/her best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
- b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
- c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$1,200.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

- 5.2 Time Tracking. Provider shall record his/her time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.
- 5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on July 1, 2026, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on June 30, 2029 (the "Initial

Term”). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a “Successive Term”) (together the Initial Term and any Successive Term(s) shall be referred to as the “Term”).

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out his/her duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;
 - ii. Conduct by Provider, which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;
 - iii. Absence of Provider from providing the Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by other providers, providing these Services under separate agreements. Such adequacy will be determined by Hospital; or
 - iv. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. The exclusion of Hospital from participation in a federal health care program;

- ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
- iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
- iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
- v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's

obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

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

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

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

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

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement.

Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.
- b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at Corey.McDaniel@umcsn.com, by calling 702-383-3854, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

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

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

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

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

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its

own expense any actions or proceedings brought by reason of such claim, action or cause of action.

- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier or by hand delivery, and directed to the appropriate party as follows:

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

To Provider: Jeff S. Moxley, DDS, PC
3663 S. Sunset Rd,
#403
Las Vegas, NV 89120

- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors,

employees or agents, shall not be liable to third parties by any act or omission of the other party.

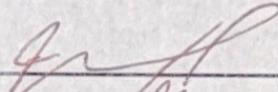
7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right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

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a. If applicable, a list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:



JEFF MADLY

Hospital:

University Medical Center of Southern Nevada

By: 

Name: JEFF MADLY, DDS

Title: Dir. of Medical Services

By: _____

Mason Van Houweling

Chief Executive Officer

EXHIBIT A SERVICES

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.
- c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the Oral and Maxillofacial on-call surgeon and the appropriately designated individual who completed the Dental Screening Examination, and provided that the Oral and Maxillofacial on-call surgeon agrees that this is a reasonable request.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of oral and maxillofacial disease or for assessment of an oral and maxillofacial dental condition."
- b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, dental/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department patients.
- c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
- d. Oversee and supervise the overall Oral and Maxillofacial Surgery program and perform all administrative, departmental, supervisory and educational functions related to the operation of the Oral and Maxillofacial Surgery program, and as required from time-to-time by Hospital's CEO, or his designee.
- e. Actively participate in Utilization Management (UM) Committee and related initiatives.
- f. At Hospital's request, provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

[Remainder of page left intentionally blank]

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall operate and conduct him/herself in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Provider shall provide dental services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Advanced Practice Professionals shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.
- j. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical/dental specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical/dental specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical/dental specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider, and in no event is Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical/dental interests in Provider's judgment. The parties agree that this provision concerning referrals by Provider complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom dental services have been provided, following such treatment, shall be in the sole discretion of Provider performing such treatment. Provider may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Provider shall facilitate discharges in an appropriate and timely manner. Provider will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the dental services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.
- r. Provider shall ensure that all dental record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30)

days is inclusive of all signatures including any residents and the attending physician.

- s. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.
- t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.
- w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for Oral and Maxillofacial Surgery patients to meet the national benchmark criteria.

ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or

- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-3854.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: <u>JEFF E. Moxley, DDS, PC</u>						
(Include d.b.a., if applicable)						
Street Address: <u>3663 E. Sunset Rd, #403</u>			Website: <u>DrJeffMoxley.com</u>			
City, State and Zip Code: <u>Las Vegas, NV 89120</u>			POC Name:			
Telephone No: <u>702-898-8350</u>			Email: <u>Jemox@509phd.com</u>			
Nevada Local Street Address:			Website:			
(If different from above)			Local Fax No:			
City, State and Zip Code:			Local POC Name:			
Local Telephone No:			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)
<u>Jeff Edward Moxley</u>	<u>President</u>	<u>100%</u>

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.

<u>[Signature]</u>	<u>Jeff Moxley</u>
Signature	Print Name
<u>Pres. Dent</u>	<u>5/27/26</u>
Title	Date

**PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)**

This Agreement, made and entered into this 1st day of July, 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 Katherine A. Keeley, MD, PC dba Katherine A Keeley MD, DDS, a licensed Nevada physician engaged in the practice of dentistry specializing in Oral and Maxillofacial Surgery Services with his/her principal place of business at 2649 Wigwam Pkwy Suite #102 Henderson, NV 89074 (hereinafter referred to as “Provider”);

WHEREAS, Hospital is the operator of an acute care hospital and an American College of Surgeons verified Level 1 Trauma Center which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department (the “Department”), requires Services from a physician who has been properly trained and is fully qualified and credentialed to practice dentistry as an Oral and Maxillofacial surgeon;

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

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

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

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to Oral and Maxillofacial Surgery Services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 On-Call Services. Emergency and on-call Oral and Maxillofacial Surgery Services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the Oral and Maxillofacial Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

- a. Provider shall at all times hereunder, be a member in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace Provider who has been suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice dentistry, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
- b. Provider shall be fully responsible for the performance and supervision of any Advanced Practice Professionals or others under his/her direction and control, in the performance of Services under this Agreement.
- c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Advanced Practice Professionals Manual.
- d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider. Provider represents and warrants that he/she:

- a. is Board Certified in Oral and Maxillofacial Surgery;
- b. possesses an active license to practice dentistry from the State of Nevada which is in good standing;
- c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;

- d. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of dentistry, either temporarily or permanently;
- e. has never been denied membership or reappointment to the dental staff of any hospital or healthcare facility;
- f. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation (as applicable);
- g. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- h. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of dental services;
- i. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- j. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 **Notification Requirements.** The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

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

2.6 **Industrial Insurance.**

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for his/her employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement, if and as required. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on him/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider's Personal Expenses. Provider shall be responsible for all his/her personal expenses, and those of any Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.9 Maintenance of Records.
- a. All dental records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
 - b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.
- 2.10 Health Insurance Portability and Accountability Act of 1996.
- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
 - b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make his/her internal

practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

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

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

2.12 Personnel Onsite. Provider will follow Hospital’s relevant compliance policies as followed by Hospital’s staff including its corporate compliance program, Hospital’s Contracted/Non-Employee Requirements Policy, Code of Ethics and Hospital’s Vaccine Policy, as may be amended from time to time. Hospital will provide copies of said policies upon Provider’s request. Provider may be required to (a) register through Hospital’s vendor management/credentialing system prior to arriving onsite at any of Hospital’s facilities; and (b) complete background checks of employees, agents and/or subcontractors who provide services to Hospital, the records of which shall be maintained and kept by Provider. Upon Provider’s request, Hospital may perform the background check and bill Provider the actual and incurred cost of same. Should the Services involve a continuous presence by Provider’s employees or agents onsite at Hospital’s facilities, Provider may be required to complete Hospital’s onboarding process and abide by onboarding requirements of Hospital’s Human Resources Department. Provider’s employees, agents, subcontractors and/or designees who do not abide by Hospital’s policies may be barred from physical access to Hospital’s premises, and such breach shall be considered a material breach of this Agreement.

III. HOSPITAL’S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider’s private office space); however, Provider shall not have exclusivity over any space or equipment provided therein

and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

- b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Supply Chain, Medical Records and Nursing related to the provisions of the Clinical Services.
- 3.3 Personnel. Other than Provider and his/her Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-

party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

- a. To use his/her best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
- b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
- c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$1,200.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

- 5.2 Time Tracking. Provider shall record his/her time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.
- 5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on July 1, 2026, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on June 30, 2029 (the "Initial

Term”). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a “Successive Term”) (together the Initial Term and any Successive Term(s) shall be referred to as the “Term”).

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out his/her duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;
 - ii. Conduct by Provider, which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;
 - iii. Absence of Provider from providing the Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by other providers, providing these Services under separate agreements. Such adequacy will be determined by Hospital; or
 - iv. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. The exclusion of Hospital from participation in a federal health care program;

- ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
- iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
- iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
- v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's

obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All dental/medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

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

- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement.

Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.
- b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at Corey.McDaniel@umcsn.com, by calling 702-383-3854, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

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

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

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

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

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its

own expense any actions or proceedings brought by reason of such claim, action or cause of action.

- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier or by hand delivery, and directed to the appropriate party as follows:
- | | |
|--------------|--|
| To Hospital: | University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102 |
| To Provider: | <u>Katherine A. Keeley, MD, DDS</u>
<u>2649 Wigwam Pkwy Suite #102</u>
<u>Henderson, NV 89074</u> |
- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors,

employees or agents, shall not be liable to third parties by any act or omission of the other party.

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

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a. If applicable, a list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

Katherine A. Keeley, MD, PC
dba Katherine A Keeley MD, DDS

Hospital:

University Medical Center of Southern Nevada

By: *K. Keeley MD, DDS*

Name: K. Keeley MD, DDS

Title: Surgeon/Owner

By: _____

Mason Van Houweling

Chief Executive Officer

EXHIBIT A SERVICES

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.
- c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the Oral and Maxillofacial on-call surgeon and the appropriately designated individual who completed the Dental Screening Examination, and provided that the Oral and Maxillofacial on-call surgeon agrees that this is a reasonable request.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of oral and maxillofacial disease or for assessment of an oral and maxillofacial dental condition."
- b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, dental/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department patients.
- c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
- d. Oversee and supervise the overall Oral and Maxillofacial Surgery program and perform all administrative, departmental, supervisory and educational functions related to the operation of the Oral and Maxillofacial Surgery program, and as required from time-to-time by Hospital's CEO, or his designee.
- e. Actively participate in Utilization Management (UM) Committee and related initiatives.
- f. At Hospital's request, provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

[Remainder of page left intentionally blank]

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall operate and conduct him/herself in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Provider shall provide dental services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Advanced Practice Professionals shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.
- j. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical/dental specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical/dental specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical/dental specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider, and in no event is Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical/dental interests in Provider's judgment. The parties agree that this provision concerning referrals by Provider complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom dental services have been provided, following such treatment, shall be in the sole discretion of Provider performing such treatment. Provider may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Provider shall facilitate discharges in an appropriate and timely manner. Provider will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the dental services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.
- r. Provider shall ensure that all dental record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30)

days is inclusive of all signatures including any residents and the attending physician.

- s. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.
- t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.
- w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for Oral and Maxillofacial Surgery patients to meet the national benchmark criteria.

ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or

- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-3854.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Katherine A. Keeley MD, PC				
(Include d.b.a., if applicable)		Katherine A. Keeley, MD, DDS				
Street Address:		2649 Wigwam Pkwy Suite #102		Website: drkeeley.net		
City, State and Zip Code:		Henderson, NV 89074		POC Name: Dr. Keeley Email: kakeeley@aol.com		
Telephone No:		702-263-9339		Fax No: 702-263-8556		
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)
Katherine Keeley	Surgeon/Owner	100%

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

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

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

 Signature	K. Keeley MD, DDS Print Name
Surgeon/Owner Title	May 24, 2026 Date

**PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)**

This Agreement, is made and entered into this 1st day of July 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 Oral & Maxillofacial Surgery Associates of Nevada, a Nevada Corporation, engaged in the practice of dentistry specializing in Oral and Maxillofacial Surgery Services, with its principal place of business at 825 N. Gibson Road, Suite 441, Henderson, NV 89011 (hereinafter referred to as “Provider”);

WHEREAS, Hospital is the operator of an acute care hospital and an American College of Surgeons verified Level 1 Trauma Center which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department (the “Department”), requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice dentistry as Oral and Maxillofacial surgeons;

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

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

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

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to Oral and Maxillofacial Surgery Services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.6 On-Call Services. Emergency and on-call Oral and Maxillofacial Surgery Services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the Oral and Maxillofacial Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
 - a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice dentistry, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.
 - c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Advanced Practice Professionals Manual.
 - d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:
- i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
 - ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of dental services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
 - vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.
- b. Provider, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represents and warrants that he or she:
- i. is Board Certified in Oral and Maxillofacial Surgery;
 - ii. possesses an active license to practice dentistry from the State of Nevada which is in good standing;
 - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
 - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of dentistry, either temporarily or permanently;
 - v. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
 - vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of dental services;
 - vii. has never been denied membership or reappointment to the dental staff of any hospital or healthcare facility;
 - viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
 - x. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3)

calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

- 2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of dentistry. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.6 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians, Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.
- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider's Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.9 Maintenance of Records.
- a. All dental records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

- b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), all collectively referred to as “HIPAA Regulations”. Provider shall preserve the confidentiality of Protected Health Information (“PHI”) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient’s PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

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

- 2.12 Personnel Onsite. Provider will follow Hospital's relevant compliance policies as followed by Hospital's staff including its corporate compliance program, Hospital's Contracted/Non-Employee Requirements Policy, Code of Ethics and Hospital's Vaccine Policy, as may be amended from time to time. Hospital will provide copies of said policies upon Provider's request. Provider may be required to (a) register through Hospital's vendor management/credentialing system prior to arriving onsite at any of Hospital's facilities; and (b) complete background checks of employees, agents and/or subcontractors who provide services to Hospital, the records of which shall be maintained and kept by Provider. Upon Provider's request, Hospital may perform the background check and bill Provider the actual and incurred cost of same. Should the Services involve a continuous presence by Provider's employees or agents onsite at Hospital's facilities, Provider may be required to complete Hospital's onboarding process and abide by onboarding requirements of Hospital's Human Resources Department. Provider's employees, agents, subcontractors and/or designees who do not abide by Hospital's policies may be barred from physical access to Hospital's premises, and such breach shall be considered a material breach of this Agreement.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
- b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
- c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Supply Chain, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that

position, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
- a. To use its commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
 - c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$1,200.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of

each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

- 5.2 Time Tracking. Member Physicians shall record their time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.
- 5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on July 1, 2026, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on June 30, 2029 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2 Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:
 - a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation;
 - c. Any action against the license of any of Provider's Member Physicians;
 - d. Any breach of a representation or warranty as required under Section 2.3; or
 - e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.
- 6.3 Termination For Cause.
 - a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:
 - i. The exclusion of Provider from participation in any federal health care program; or

- ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by any of Provider's Member Physicians or Advanced Practice Professionals as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder wherein such Member Physician or Advanced Practice Professional is not timely removed by Provider;
 - ii. Conduct by any of Provider's Member Physicians or Advanced Practice Professionals which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, Provider shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;
 - iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;
 - iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or
 - v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. ~~The exclusion of Hospital from participation in a federal health care program;~~
 - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
 - iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

- iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
- v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred

through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

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

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

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

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

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

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act

as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at Corey.McDaniel@umcsn.com, by calling 702-383-3854, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

- 7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related

conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

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

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

To Provider: Oral & Maxillofacial Surgery Associates of Nevada
825 N. Gibson Road, Suite 441
Henderson, NV 89011

- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a. If applicable, a list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

Hospital:

*Oral Maxillofacial Surgery
Associates of Nevada
825 N. Gibson Rd #441
Henderson, NV 89011*

University Medical Center of Southern Nevada

By: *Oral Maxillofacial Associates of Nevada*
Name: *Mark L. Glunz MD DDS*
Title: *President*

By: _____

Mason Van Houweling
Chief Executive Officer

X *[Signature]*

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.
- c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the Oral and Maxillofacial on-call surgeon and the appropriately designated individual who completed the Dental Screening Examination, and provided that the Oral and Maxillofacial on-call surgeon agrees that this is a reasonable request.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of oral and maxillofacial disease or for assessment of an oral and maxillofacial dental condition."
- b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, dental/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department patients.
- c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
- d. Oversee and supervise the overall Oral and Maxillofacial Surgery program and perform all administrative, departmental, supervisory and educational functions related to the operation of the Oral and Maxillofacial Surgery program, and as required from time-to-time by Hospital's CEO, or his designee.
- e. Actively participate in Utilization Management (UM) Committee and related initiatives.
- f. At Hospital's request, provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians (List names below):

Mark L. Gjuran MD, DDS, FACS
Eric D. Swanson MD, DMD, FACS
Michael Daccache, DDS, FACS
James Schelsinger, MD, DMD.

EXHIBIT B STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Member Physicians shall provide dental services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and

all applicable policies and/or procedures.

- j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical/dental specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical/dental specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical/dental specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical/dental interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom dental services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member Physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the dental services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of

the HCAHPS surveys applicable to Provider.

- r. Provider shall ensure that all dental record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.
- t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- v. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.
- w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for Oral and Maxillofacial Surgery patients to meet the national benchmark criteria.

ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;

- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-3854.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: ORAL & MAXILLOfacial Surgery Associates of Nevada						
(Include d.b.a., if applicable)						
Street Address: 825 N. Gibson Rd 441			Website: www.facialSurgery.org			
City, State and Zip Code: Henderson NV 89011			POC Name: Mark A. J. Joe			
Telephone No: 702 892 0833			Email: markajoe@mac.com			
Nevada Local Street Address: a su ne			Fax No: 702 892 0906			
(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)
Mark G Glynn MD	President	50
Eric Swanson MD	Sec / Treasurer	50

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

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

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

Signature: <u>[Handwritten Signature]</u> Title: <u>President</u>	Print Name: <u>Mark G Glynn MD</u> Date: <u>5.2.26</u>
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**PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)**

This Agreement, made and entered into this 1st day of July, 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 STEVEN SAYE DMD, a licensed Nevada physician engaged in the practice of dentistry specializing in Oral and Maxillofacial Surgery Services with his/her principal place of business at 1570 S. Rainbow Blvd, Las Vegas, NV 89146 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of an acute care hospital and an American College of Surgeons verified Level 1 Trauma Center which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department (the "Department"), requires Services from a physician who has been properly trained and is fully qualified and credentialed to practice dentistry as an Oral and Maxillofacial surgeon;

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

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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

I. DEFINITIONS

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

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to Oral and Maxillofacial Surgery Services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 On-Call Services. Emergency and on-call Oral and Maxillofacial Surgery Services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the Oral and Maxillofacial Surgery rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
- a. Provider shall at all times hereunder, be a member in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace Provider who has been suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice dentistry, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. Provider shall be fully responsible for the performance and supervision of any Advanced Practice Professionals or others under his/her direction and control, in the performance of Services under this Agreement.
 - c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Advanced Practice Professionals Manual.
 - d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.
- 2.3 Representations of Provider. Provider represents and warrants that he/she:
- a. is Board Certified in Oral and Maxillofacial Surgery;
 - b. possesses an active license to practice dentistry from the State of Nevada which is in good standing;
 - c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;

- d. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of dentistry, either temporarily or permanently;
- e. has never been denied membership or reappointment to the dental staff of any hospital or healthcare facility;
- f. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation (as applicable);
- g. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- h. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of dental services;
- i. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- j. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 **Notification Requirements.** The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

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

2.6 **Industrial Insurance.**

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for his/her employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement, if and as required. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

- 2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on him/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider's Personal Expenses. Provider shall be responsible for all his/her personal expenses, and those of any Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.9 Maintenance of Records.
- a. All dental records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
 - b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.
- 2.10 Health Insurance Portability and Accountability Act of 1996.
- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
 - b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make his/her internal

practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

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

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

2.12 Personnel Onsite. Provider will follow Hospital’s relevant compliance policies as followed by Hospital’s staff including its corporate compliance program, Hospital’s Contracted/Non-Employee Requirements Policy, Code of Ethics and Hospital’s Vaccine Policy, as may be amended from time to time. Hospital will provide copies of said policies upon Provider’s request. Provider may be required to (a) register through Hospital’s vendor management/credentialing system prior to arriving onsite at any of Hospital’s facilities; and (b) complete background checks of employees, agents and/or subcontractors who provide services to Hospital, the records of which shall be maintained and kept by Provider. Upon Provider’s request, Hospital may perform the background check and bill Provider the actual and incurred cost of same. Should the Services involve a continuous presence by Provider’s employees or agents onsite at Hospital’s facilities, Provider may be required to complete Hospital’s onboarding process and abide by onboarding requirements of Hospital’s Human Resources Department. Provider’s employees, agents, subcontractors and/or designees who do not abide by Hospital’s policies may be barred from physical access to Hospital’s premises, and such breach shall be considered a material breach of this Agreement.

III. HOSPITAL’S OBLIGATIONS

3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider’s private office space); however, Provider shall not have exclusivity over any space or equipment provided therein

and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

- b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Supply Chain, Medical Records and Nursing related to the provisions of the Clinical Services.
- 3.3 Personnel. Other than Provider and his/her Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-

party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

- a. To use his/her best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
- b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
- c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$1,200.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

- 5.2 Time Tracking. Provider shall record his/her time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.
- 5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on July 1, 2026, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on June 30, 2029 (the "Initial

Term”). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a “Successive Term”) (together the Initial Term and any Successive Term(s) shall be referred to as the “Term”).

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out his/her duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;
 - ii. Conduct by Provider, which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;
 - iii. Absence of Provider from providing the Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by other providers, providing these Services under separate agreements. Such adequacy will be determined by Hospital; or
 - iv. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. The exclusion of Hospital from participation in a federal health care program;

- ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
- iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
- iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
- v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's

obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

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

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

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

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

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement.

Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.
- b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at Corey.McDaniel@umcsn.com, by calling 702-383-3854, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

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

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

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

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

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its

own expense any actions or proceedings brought by reason of such claim, action or cause of action.

- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier or by hand delivery, and directed to the appropriate party as follows:

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

To Provider:

STEVEN SAXE DMD
1570 S. RAINBOW BLVD.
LAS VEGAS, NV
89146

- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors,

employees or agents, shall not be liable to third parties by any act or omission of the other party.

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

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a. If applicable, a list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

Dr. Steven Saye

Hospital:

University Medical Center of Southern Nevada

By:

Steven Saye DMD

By:

Mason Van Houweling

Title:

ORAL AND MAXILLOFACIAL SURGEON Chief Executive Officer

EXHIBIT A SERVICES

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.
- c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the Oral and Maxillofacial on-call surgeon and the appropriately designated individual who completed the Dental Screening Examination, and provided that the Oral and Maxillofacial on-call surgeon agrees that this is a reasonable request.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of oral and maxillofacial disease or for assessment of an oral and maxillofacial dental condition."
- b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, dental/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department patients.
- c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients.
- d. Oversee and supervise the overall Oral and Maxillofacial Surgery program and perform all administrative, departmental, supervisory and educational functions related to the operation of the Oral and Maxillofacial Surgery program, and as required from time-to-time by Hospital's CEO, or his designee.
- e. Actively participate in Utilization Management (UM) Committee and related initiatives.
- f. At Hospital's request, provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

[Remainder of page left intentionally blank]

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall operate and conduct him/herself in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Provider shall provide dental services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Advanced Practice Professionals shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.
- j. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical/dental specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical/dental specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical/dental specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider, and in no event is Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical/dental interests in Provider's judgment. The parties agree that this provision concerning referrals by Provider complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom dental services have been provided, following such treatment, shall be in the sole discretion of Provider performing such treatment. Provider may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Provider shall facilitate discharges in an appropriate and timely manner. Provider will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the dental services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.
- r. Provider shall ensure that all dental record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30)

days is inclusive of all signatures including any residents and the attending physician.

- s. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.
- t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.
- u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.
- w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for Oral and Maxillofacial Surgery patients to meet the national benchmark criteria.

ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

Nevada State False Claims Act

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

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or

- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at Corey.McDaniel@umcsn.com or (702) 383-3854.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
--	--------------------------------------	--	---	--------------------------------	--	--------------------------------

Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name: ADVANCE ORAL and Maxillofacial Surgery Dr. Steven A. Saxe DMD	
(Include d.b.a., if applicable)	
Street Address: 1570 S. Rainbow Blvd	Website: NVJANDOC.COM
City, State and Zip Code: Las Vegas, NV 89146	POC Name:
Telephone No: 702-258-0085	Email: NVJANDOC@AOL.COM
Nevada Local Street Address:	Fax No: 702-258-0085
(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)
STEVEN SAXE DMD	president	100

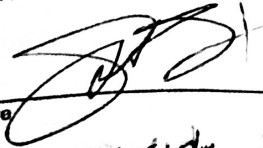
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

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

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

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

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

	STEVEN A. SAXE
Signature	Print Name
president	5/28/20
Title	Date

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

Issue: FY2027 Proposed Organizational Goals	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee review and discuss the proposed Organizational Goals for FY 2027; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Committee will discuss proposed goals for fiscal year 2027.

Cleared for Agenda
June 17, 2026

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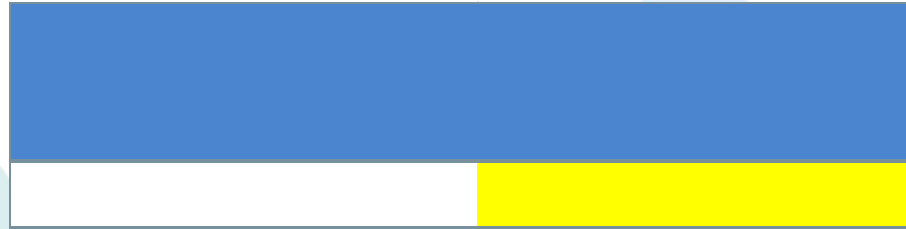


FY 2027 Proposed Organizational Goals

AFC Meeting



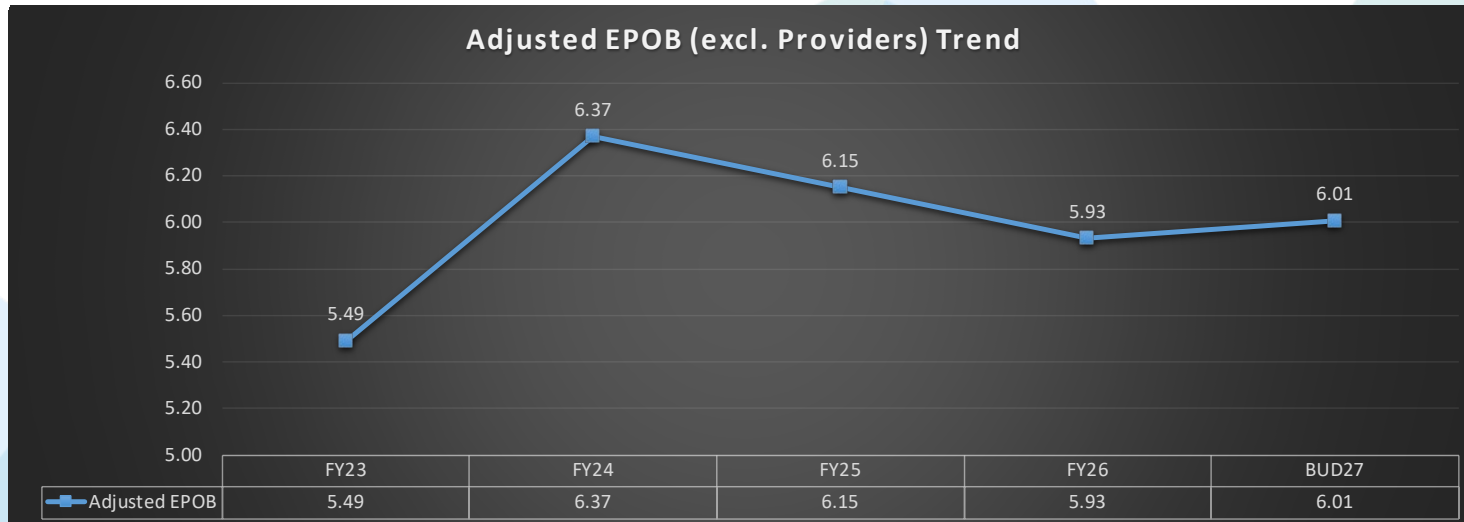
1. EXCEED FISCAL YEAR BUDGETED EBITDA



2. LABOR UTILIZATION WITH A TARGET EQUAL TO OR LESS THAN **ADJUSTED EPOB OF 6.01** OR SWB PER APD OF \$2,634 (EXCLUDING PROVIDERS)



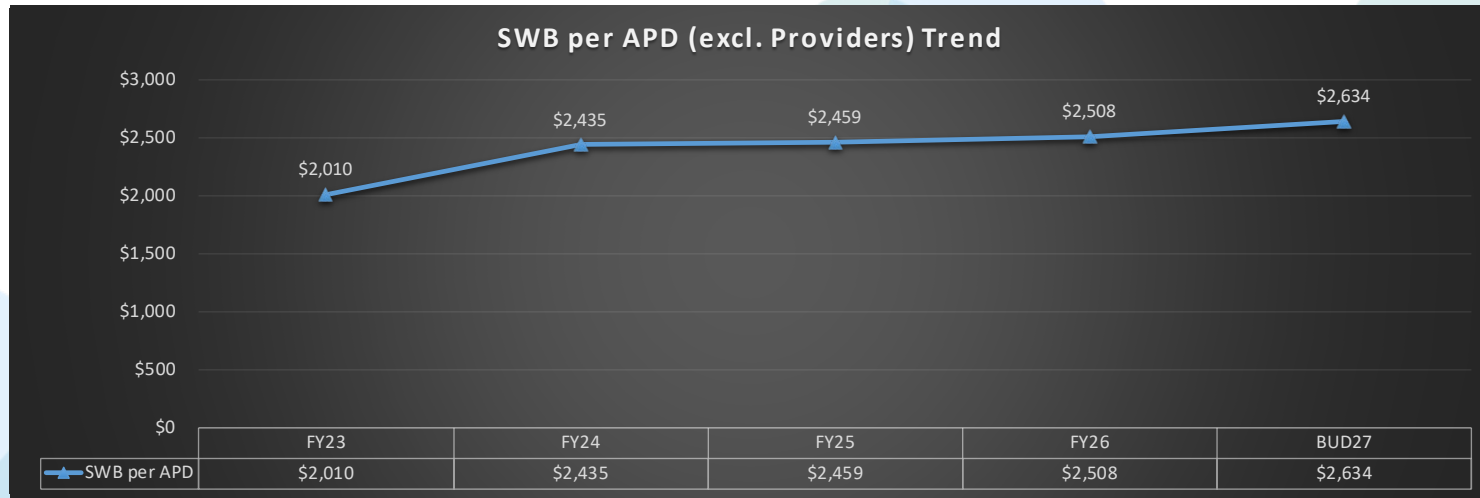
	5.93 (FY26 Proj)	6.01 (FY27 BUD)	5.98	5.95	5.93
FTE Reduction			18	36	49
SWB Value			\$2,834,187	\$5,791,984	\$7,763,849
Goal Credit:		100%	105%	110%	125%



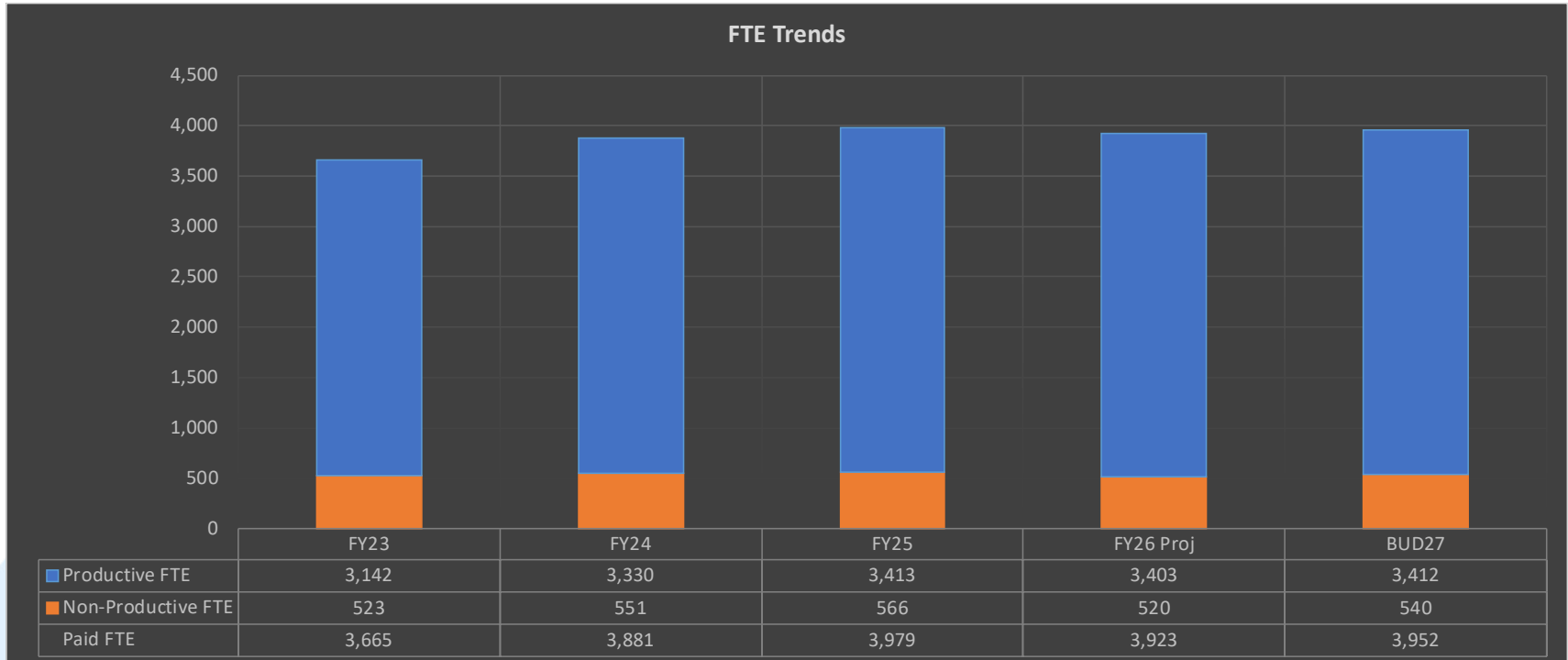
2. LABOR UTILIZATION WITH A TARGET EQUAL TO OR LESS THAN ADJUSTED EPOB OF 6.01 OR **SWB PER APD OF \$2,634** (EXCLUDING PROVIDERS)



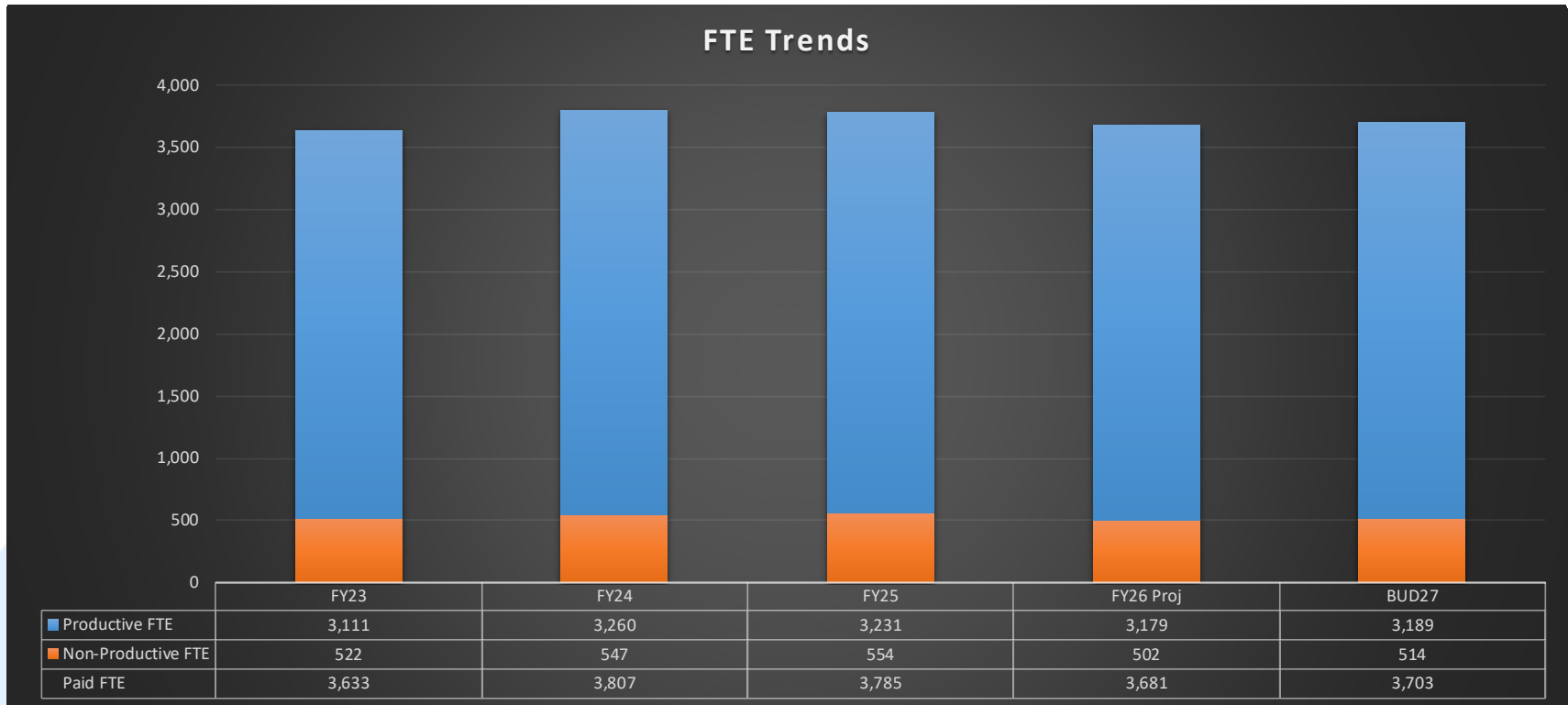
	\$2,508 (FY26 Proj)	\$2,634 (FY27 BUD)	\$2,592	\$2,550	\$2,508
FTE Reduction			59	118	177
SWB Value			\$9,427,135	\$18,873,805	\$28,320,476
Goal Credit:		100%	105%	110%	125%



LABOR UTILIZATION TREND – FTE BREAKOUT



LABOR UTILIZATION TREND – FTE (EXCLUDING PROVIDERS) BREAKOUT



SWB TREND



	FY 2023	FY 2024	FY 2025	FY 2026 PROJ	FY 2027 BUD
Salaries	\$330,119,368	\$380,869,037	\$436,246,479	\$456,398,601	\$478,245,845
Benefits	\$140,633,301	\$166,386,537	\$186,721,066	\$208,993,743	\$226,083,726
Overtime	\$13,259,310	\$12,617,084	\$8,839,997	\$8,352,702	\$8,749,865
Contract Labor	\$23,739,360	\$19,699,632	\$22,523,319	\$16,711,677	\$11,379,318
TOTAL	\$507,751,339	\$579,572,290	\$654,330,861	\$690,456,723	\$724,458,754
Paid FTEs	3,665	3,881	3,979	3,971	3,952
SWB per FTE	\$138,548	\$149,352	\$164,459	\$173,875	\$183,301
SWB/APD	\$2,102	\$2,656	\$2,913	\$3,080	\$3,221
SWB % of Net	62.00%	62.54%	65.85%	67.71%	68.08%
AEPOB	5.54	6.49	6.46	6.47	6.34

3. EXCEED FY26 SURGERY CASES



	FY26 Projection	>7.07% (FY27 BUD + 1)	>8.0%	>9.0%	>10.0%
IP Surgery Cases	9,832	10,528	10,620	10,718	10,816
OP Surgery Cases	8,322	8,911	8,989	9,072	9,155
Total Surgery Cases	18,154	19,439	19,609	19,790	19,971
	Goal Credit:	100%	105%	110%	125%

4. INCREASE NET PATIENT SERVICE REVENUE AND/OR REDUCE EXPENSES BY \$2M FROM FY 2027 BUDGETED AMOUNTS



Favorable Change (Increase in NPSR / Decrease in Expense)	\$2 Million	\$4 Million	\$6 Million
Goal Credit:	100%	105%	110%

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

Issue: Emerging Issues	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
June 17, 2026

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